

MIBOR SERVICE CORPORATION

Reciprocity Sentrilock Smart Card Usage Agreement

IT IS HEREBY AGREED by and between MIBOR Service Corporation (MSC) and the Reciprocity Lockbox Subscriber _____ NRDS Number _____ that Subscriber may access the Lockbox services provided by MSC under the following terms and conditions, Usage Standards and Rules and Regulations of the service.

1. **Representation:** Subscriber warrants as of the date of this agreement that he/she is a subscriber/member of _____ listing service and is in good standing.
2. **Usage and Definition:** The Sentrilock Smart Card issued by the listing service stated in Paragraph 1 can be used to access Sentrilock electronic lockboxes located on listed properties. THE SENTRILOCK SMART CARD ACCESS IS PROVIDED EXCLUSIVELY FOR THE INDIVIDUAL USE OF THE LISTED RECIPROCITY LOCKBOX SUBSCRIBER AND MAY NOT BE SHARED WITH OR USED BY ANY OTHER INDIVIDUAL.

Subscriber agrees that a lockbox is a container affixed to property as a device to gain access to the property being marketed by a Participant in the Broker Listing Cooperative® listing service (“BLC® listing service”). Subscribers are authorized under certain conditions to open these lock boxes under terms specified by the listing broker. Subscribers must contact the listing broker to arrange appointments to access listed property even if the property has a lockbox affixed to it. **Terms of compensation, if any, shall be ascertained by cooperating brokers before beginning efforts to accept the offer of cooperation.**
3. **Smart Card Update:** Subscriber acknowledges that the Smart Card must be updated at regular intervals by placing the Smart Card in an approved Card Reader or by other authorized method.
4. **Term of Agreement:** The term of this Agreement begins on the date of the execution of this Agreement and ends on the date of any of the following events:
 - a. Termination of Subscriber as a Lockbox Subscriber for any reason including, but not limited to, non-payment and license termination
 - b. Termination of Subscriber’s association with his/her local Board of REALTORS® for any reason
 - c. Failure of the Subscriber to perform in accordance with any and/or all terms and conditions herein set forth including, but not limited to, the provisions for security outlined in Paragraph 8.
5. **Security:** Subscriber acknowledges that it is necessary to maintain security of the Lockbox systems to prevent its use by unauthorized persons. Consequently, Subscriber agrees:
 - a. To keep the Smart Card in Subscriber’s possession or in a safe place at all times
 - b. To not allow his/her personal identification number (PIN) to be kept with, attached to, or written on the Smart Card
 - c. To not duplicate the Smart Card or allow any person to do so
 - d. To not assign, transfer, or pledge the rights of the Smart Card or Card Reader
 - e. To notify MSC immediately of the loss or theft of a Smart Card.
 - f. To follow the guidelines as outlined in the Lockbox Usage Standards sheet
 - g. To recognize the responsibility to ensure the security of properties accessed through the use of a lockbox.
6. **Disciplinary Action:** Subscriber agrees to be subject to the disciplinary rules and procedures of the Metropolitan Indianapolis Board of REALTORS® Professional Standards Committee for violation of any provision of this Agreement. Discipline may include, but is not limited to, forfeiture of the Smart Card, Card Reader and Subscriber’s right to be issued a Smart Card or Card Reader.
7. **Indemnification:** Subscriber agrees to indemnify and hold MSC and their respective stockholder, officers, directors and employees harmless from any and all loss, cost, expense, claims or demand whatsoever by or against MSC resulting from the loss, use or misuse of the Sentrilock System, including but not limited to, any and all liabilities including attorney’s fees incurred by them as a result of damage or injuries to property or persons arising out of entry by any person into any premises by use of the Sentrilock System.
8. **Reimbursement:** Subscriber agrees that in the event MSC shall prevail in any legal action brought by or against the Subscriber to enforce the terms of this Agreement, Subscriber, as appropriate, may be assessed a reasonable amount of attorney’s fees in addition to any other relief to which the Court rules MSC may be entitled.
9. **Authorization:** Subscriber will secure authorization from the owner or tenant in possession of any property listed for sale prior to the installation and use of a Lock Box on such property. Subscriber agrees that extreme care shall be taken by Subscriber to ensure that the Lock Box and all doors or any property entered by Subscriber through the use of the Smart Card shall be locked when Subscriber leaves the property.
10. **Additional Terms and Conditions:** Subscriber agrees to the terms as outlined in this Agreement. Upon termination of this Agreement as specified in Paragraph 4, Subscriber agrees to immediately cease using the Smart Card, Card Reader and any applicable Software. This written contract represents the entire agreement between participants. This Agreement supersedes all other agreements, either oral or written. No other agreement, statement or promise relating to the subject matter of this Agreement, which is not contained herein, shall be valid or binding. This Agreement is binding upon the heirs and personal representatives of the Subscriber.

SUBSCRIBER

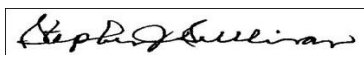
Printed Name: _____

Signature: _____

Date: _____

MIBOR Service Corporation

Printed Name: Stephen J. Sullivan

Signature: 

Date: _____