



iBox BT LE AGREEMENT

The San Francisco Association of REALTORS® Multiple Listing Service Multiple Listing Service or other MLS (check one) participant or subscriber named below ("Participant/Subscriber") hereby agrees to rent or purchase from the San Francisco Association of REALTORS® ("Association") the iBox(es) whose serial numbers are set forth below:

Member Number _____

Participant/Subscriber Name _____

Firm Name _____

Contact Phone Number _____

iBox Serial Number(s) _____

The iBox(es) provided hereunder shall be used in strict compliance with the terms and conditions of this Agreement and the Rules and Regulations relating to the use of the Service which are set forth in the User's Guide and the Rules and Regulations of the Association and/or its MLS system (hereby incorporated by reference) which may be amended from time to time at the discretion of the Association.

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The Association has purchased Supra's hardware and software ("System") for the purpose of providing participants and subscribers in its San Francisco Association of REALTORS® Multiple Listing Service Multiple Listing Service ("SFARMLS") with a convenient method of gaining access to listed property.

In consideration of the terms and conditions set forth herein, Association and Participant/ Subscriber hereby agree as follows:

<input type="checkbox"/> IBOX RENTAL	<input type="checkbox"/> IBOX PURCHASE
<p>DEPOSIT AND RENTAL RATE. Each iBox identified in this Agreement by serial number shall be rented at the rate of \$10 per month, billed quarterly. The minimum rental period is one month. The Participant/Subscriber shall make payment for four months in advance (\$40) for each iBox rented and shall make the following deposit for each iBox rented <input type="checkbox"/> \$100/SFARMLS <input type="checkbox"/> \$200 other MLS (check one).</p> <p>Number of iBoxes Rented: _____</p> <p>Total Amount Paid: _____</p> <p>Participant/Subscriber agrees that, upon failure to make timely payment of the amounts owed under this Agreement, Participant/Subscriber will be in default and Association may charge a late fee, terminate this Agreement and/or suspend all services provided to Participant and Participant's salespersons, if any, under any agreements with Association. Termination of this Agreement shall be without prejudice to any right or claim of arrears or payment and without any limitation whatsoever on Association's rights and remedies, whether legal or equitable. Participant shall remain liable to pay any balance due. Association may retain any deposit(s) for iBoxes not returned in good working order.</p> <p>Upon return of Supra equipment, Participant/Subscriber agrees that any unused monthly prorated amounts in the current quarter that are refunded will incur a 10% fee on the refunded amount.</p>	<p>PURCHASE PRICE. The purchase price for each iBox purchased hereunder is \$134, plus sales tax. There is an additional \$15 surcharge for <input type="checkbox"/> reciprocal members. The amount due hereunder shall be prepaid as follows:</p> <p>Number of iBoxes Purchased: _____</p> <p>Total Amount Paid: _____ (\$134.00 per box, with tax \$145.73)</p>

DEFAULT. The following shall constitute an event of default hereunder:

1. Nonpayment or performance of any obligations, liabilities or indebtedness of Participant or Subscriber under this Agreement; or
2. If Participant/Subscriber shall fail to remain a participant or subscriber of SFARMLS in good standing; or
3. If Participant/Subscriber sells, conveys, leases or otherwise transfers the iBox(es), or any interest therein, in violation of this Agreement; or
4. If Participant allows any of Participant's salespersons to access System without having entered into an appropriate ActiveKEY Sub-Lease Agreement with Participant, approved by Association; or
5. If Participant or any of Participant's salespersons violate the applicable Rules and Regulations relating to the use of the Service which are set forth in the User's Guide and the Rules and Regulations of the Association and/or its MLS system.

Upon the occurrence of an event of default, any amount outstanding hereunder shall, at the option of Association, become due and payable and, in addition to any other rights and remedies Association may have at law or in equity, Association, at its option, may terminate this Agreement and any ActiveKEY Sub-Lease Agreements to which Participant/Subscriber is a party, require the return of the iBox(es) and/or suspend any services provided to Participant/Subscriber under any other agreements with Association.

USE. iBoxes obtained from the Association cannot be removed from the Association's inventory.

INDEMNIFICATION. Participant/Subscriber shall indemnify and hold Association harmless from and against all loss, personal injury, property damage or expense of any kind whatsoever, including attorneys' fees, arising out of, connected with or resulting from the use by and participation in System by Participant and Participant's salespersons, if any, or the failure of Participant or Participant's salespersons to comply with the terms of this Agreement.

SUPRA WARRANTY. Supra provides a limited warranty to Association to the effect that System will be free from defects in materials and workmanship and will function as represented. Any iBox returned to Supra pursuant to this warranty, and which Supra reasonably determines to be defective, will be either repaired or replaced, at Supra's option. Participant/Subscriber shall bear all shipping costs.

NO ASSOCIATION WARRANTIES. Association does not manufacture the iBoxes or ActiveKEYs. Association makes no warranties, express or implied, with respect to System. Participant/Subscriber agrees and acknowledges that Association shall have no liability for any loss, personal injury, property damage or expense of any kind whatsoever, including attorneys' fees, arising out of or relating to System, including but not limited to those caused by defects in material and workmanship of iBoxes or ActiveKEYs, equipment failure or System maintenance. Association does not warrant that the iBoxes or ActiveKEYs, or any software or hardware relating to System, will meet specific requirements of Participant/Subscriber. In no event shall Association be responsible for any incidental or consequential damages or lost profits resulting from the use or malfunction of System. Association does not represent or warrant that System will prevent any loss by burglary or otherwise and Participant/Subscriber agrees that Association has made no representations or warranties, express or implied, in this regard.

TERMINATION (Applies only to iBox Rentals)

a. Participant/subscriber may terminate this Agreement at any time by returning the Equipment and Software to Organization and paying Organization any amounts owing prior to such termination, including (i) any applicable damages for the failure to return the Equipment and Software as set forth in Section 6(a) hereof, and (ii) any System Fees owing prior to such termination which remain unpaid. Upon termination, System Fees that would have become owing after the date of termination of this Agreement are released and discharged by Organization. GE is an intended third party beneficiary under this Agreement.

b. Organization may terminate this Agreement upon termination of the Master Agreement for any reason, including without limitation, a default by Organization under the Master Agreement or an upgrade of the Service by Organization. Upon termination, Participant/subscriber shall be obligated to satisfy the obligations in Section 12(a).

c. In the event that Participant/subscriber fails to return all Equipment leased to Participant/subscriber within thirty (30) days of upon the termination of this Agreement or at the expiration of the Term, Participant/subscriber acknowledges that it is impractical and difficult to assess actual damages to Organization, and therefore agrees to pay to Organization, as liquidated damages for such failure to return the Equipment, the amount set forth in Section 6(a). Failure to timely return all Equipment results in forfeiture of the Deposit.

d. In addition, Participant/subscriber shall not be entitled to any refund of any unused portion of the System Fee for use of the Service previously paid.

e. No System Fee or Deposit refunds shall be considered or allowed unless requested by Participant/subscriber within two (2) years of the date of termination of this Agreement or issuance of the bill in question, whichever occurs first, no exceptions. This provision supersedes and governs any provision to the contrary in this Agreement.

STATUS. The undersigned Participant/Subscriber represents and warrants to Association that he/she is a participant or subscriber with the firm identified above.

Participant/Subscriber Signature

Date

Accepted:

Signature of Association Representative

Date