

IT IS HEARBY AGREED BETWEEN IRES, LLC (known as IRES), and IRES SUBSCRIBER (known as SUBSCRIBER):

- 1) **TERMS OF AGREEMENT:** The term of this Agreement begins on the date of the execution of this Agreement and ends on the date the Subscriber terminates participation with IRES or the Subscriber's participation is terminated for breach of this Agreement.
- 2) **DISCIPLINARY ACTION:** Subscriber agrees to be subject to the disciplinary rules and procedures of IRES for any violation of any provision of this Agreement. Discipline may include termination of services.
- 3) **INDEMNIFICATION:** Subscriber agrees to indemnify and hold IRES and all of its respective officers, members, managers, agents, and employees ("the Indemnified Parties") harmless from any and all loss, cost, expense, claims or demands whatsoever by or against any of the Indemnified Parties resulting in loss, use or misuse of services, 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 SentiLock system.
- 4) **REIMBURSEMENT:** Subscriber agrees that, in the event that IRES shall prevail in any legal action brought by or against the Subscriber to enforce the terms of this Agreement, the Subscriber may, as appropriate, be assessed a reasonable amount of attorney's fees in addition to any other relief to which the Court rules IRES may be entitled.
- 5) **GOVERNING LAW:** The validity of this Agreement and any of its terms and provisions, as well as rights and duties of the parties hereunder, shall be governed by the laws of Colorado, and venue shall be Larimer County.
- 6) **PARTIAL INVALIDITY:** If any provision of this contract is held by any court to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force.
- 7) **DISCLOSURE TO CLIENTS:** If the Subscriber is the Listing Broker, the Subscriber shall obtain specific written authorization from the seller before placing a lockbox on the Seller's property.
- 8) **SUBSCRIBER'S RESPONSIBILITIES:**
  - a. Subscriber warrants that he or she is a subscriber of IRES and one of the following:
    - i. A Licensed real estate broker
    - ii. A Licensed or certified real estate appraiser, or
    - iii. An employee under the direct supervision of a licensed broker or appraiser
  - b. Subscriber agrees to abide by the terms of this Agreement
  - c. Subscriber agrees to notify IRES immediately, in writing, should the Subscriber terminate his or her relationship with his or her office or employing broker or should the Subscriber's license be transferred.
  - d. The Subscriber agrees to pay a quarterly fee, prorated monthly, for the service until the service is requested to be terminated, or the Subscriber's services with IRES are terminated. Fees may be adjusted from time to time by IRES.
  - e. Subscriber agrees that failure to follow the provisions of this SentiLock User Agreement may result in the loss of SentiLock privileges.
- 9) **MISCELLANEOUS:** This written contract expresses the entire agreement between Subscriber, and IRES with respect to SentiLock services. This Agreement supersedes any and all other agreements, either oral or in writing. No other agreement, statement or promise relating to the subject matter of the Agreement which is not contained herein shall be calid or binding. This Agreement is binding upon the heirs and personal representatives of the Subscriber.
- 10) **NO WARRANTY:** IRES makes no representations or warranties whatsoever, express or implied, concerning the SentiLock lockboxes and system including, without limitation, warranties of merchantability or fitness for a particular purpose.
- 11) **RETURN OF MERCHANDISE:** Subscriber understands that any additional equipment purchased by the Subscriber from IRES is wholly owned by the Subscriber and cannot be returned to IRES or SentiLock for any refund.

Subscriber Printed Name: \_\_\_\_\_

Office: \_\_\_\_\_

Subscriber Signature: \_\_\_\_\_

Date: \_\_\_\_\_