

# SENTRILOCK AUTHORIZED USER AGREEMENT

IT IS HEREBY AGREED BETWEEN IRES, LLC (IRES), and IRES SUBSCRIBER (known as 'Authorized User'):

PLEASE PRINT: (Name of IRES Subscriber)

(Company/Office)

1. SMART CARD RECEIPT: Authorized User acknowledges receipt of a SentiLock Smart Card from IRES.
2. TITLE TO SMART CARD: Authorized User acknowledges that the Smart Card shall be the **sole property of SentiLock and shall be returned as required** by SentiLock or IRES. No ownership rights are transferred by this Agreement
3. CARD EXCHANGE BY SENTRILOCK OR IRES: SentiLock may at its discretion require IRES to replace the Smart Cards used by IRES and its Authorized Users with replacement Smart Cards compatible with the system. SentiLock shall make the exchange of Smart Cards at no cost to IRES unless the exchange is necessary due to Customer negligence.
4. CURRENT UPDATE: Authorized User acknowledges that the Smart Card has an update code that expires at regular intervals determined by IRES, prohibiting further use of the Smart Card until a new update is obtained from IRES by placing the Smart Card in an IRES Card Reader or by another authorized method.
5. TERM OF AGREEMENT: The term of this Agreement begins on the date of the execution of this Agreement and ends on the date the Authorized User terminates participation with IRES or the Authorized User's participation is terminated for breach of this Agreement; and the Authorized User returns the Smart Card to IRES.
6. RETURN OF SMART CARD: The **Authorized User agrees to return the Smart Card** within the earlier of (1) 48 hours of receipt of a request to do so by IRES or SentiLock or, (2) within five working days after occurrence of any of the following events:
  - a. Termination of the Authorized User as a Subscriber in IRES.
  - b. Failure of the Authorized User to perform in accordance with any and/or all terms and conditions herein set forth, including but not limited to, the provisions for security in paragraph 7 below.
  - c. In the event of the death of the Authorized User, his or her heirs or personal representatives will surrender the Smart Card to IRES.
7. SECURITY OF SMART CARDS & SENTRISMART: Authorized User acknowledges that it is necessary to maintain security of the Smart Card & SentiSmart to prevent its use by unauthorized persons. Consequently, Authorized User agrees:
  - a. To keep the Smart Card & SentiSmart in Authorized User's possession or in a safe place at all times.
  - b. **To not allow his/her personal identification number (PIN) to be attached to the Smart Card** or to disclose your SentiSmart credentials to any third party.
  - c. **TO NOT LOAN THE SMART CARD OR SENTRISMART CREDENTIALS TO ANY PERSON FOR ANY PURPOSE WHATSOEVER OR TO PERMIT THE SMART CARD OR SENTRISMART CREDENTIALS TO BE USED FOR ANY PURPOSE BY ANY OTHER PERSON.**
  - d. To not duplicate the Smart Card or allow any person to do so.
  - e. To not assign, transfer or pledge the rights of the Smart Card.
  - f. To notify IRES within two days of the loss or theft of a Smart Card. The Authorized User shall sign and deliver a statement to IRES with respect to the circumstances surrounding the loss or theft. IRES shall charge for the replacement of Smart Cards either lost or damaged.
  - g. To follow all additional security procedures as specified by IRES.
8. REPLACEMENT SMART CARDS: Replacement Smart Cards will be issued to Authorized Users who:
  - a. Have complied with this Agreement and the policies and procedures of IRES with respect to the SentiLock System.
  - b. Pay a fee and/or deposit specified by IRES to replace a Smart Card lost, stolen, damaged or defective.

9. **DISCIPLINARY ACTION:** Authorized User agrees to be subject to the disciplinary rules and procedures of IRES for any violation of any provision of this Agreement. Discipline may include forfeiture of the Smart Card and the Authorized User's right to be issued a Smart Card.

10. **INDEMNIFICATION:** Authorized User 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 from loss, use or misuse of the Smart Card, 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.

11. **REIMBURSEMENT:** Authorized User agrees that, in the event that IRES shall prevail in any legal action brought by or against the Authorized User to enforce the terms of this Agreement, the Authorized User 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.

12. **GOVERNING LAW:** The validity of this Agreement and any of its terms and provisions, as well as the rights and duties of the parties hereunder, shall be governed by the laws of Colorado, and venue shall be Larimer County.

13. **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.

14. **DISCLOSURE TO CLIENTS:** If the Authorized User is the Listing Broker, the Authorized User shall obtain specific written authorization from the seller before placing a lockbox on the Seller's property.

15. **AUTHORIZED USER'S RESPONSIBILITIES:**

- a. Authorized User warrants that he or she is a subscriber of IRES and one of the following:
  - 1) A licensed real estate broker,
  - 2) A licensed or certified real estate appraiser, or
  - 3) An employee under the direct supervision of a licensed broker or appraiser.
- b. Authorized User agrees to abide by the terms of this Agreement.
- c. Authorized User agrees to notify IRES immediately, in writing, should the Authorized User terminate his or her relationship with his or her office or employing broker or should the Authorized User's license be transferred.
- d. The Authorized User agrees to pay a quarterly fee, prorated monthly, for the service until the Smart Card is returned. Fees may be adjusted from time to time by IRES.
- e. Authorized User agrees that failure to follow the provisions of this SentiLock Smart Card User Agreement may result in the loss of Smart Card privileges.

16. **MISCELLANEOUS:** This written contract expresses the entire agreement between Authorized Users, and IRES with respect to SentiLock Smart Cards. 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 valid or binding. This Agreement is binding upon the heirs and personal representatives of the Authorized User.

17. **NO WARRANTY:** IRES makes no representations or warranties whatsoever, express or implied, concerning the Smart Card and SentiLock System including, without limitation, warranties of merchantability or fitness for a particular purpose.

18. **RETURN OF MERCHANDISE:** Authorized User understands that any additional equipment purchased by Authorized User from IRES is wholly owned by Authorized User and cannot be returned to IRES or SentiLock for any refund.

Authorized User (Print Name) \_\_\_\_\_

Authorized User Signature \_\_\_\_\_ Date: \_\_\_\_\_