EXHIBIT A IS PART OF THIS AGREEMENT. READ BEFORE SIGNING.
IF YOU NEED A COPY OF THIS AGREEMENT FOR YOUR RECORDS, PLEASE MAKE A COPY.

KEYHOLDER AGREEMENT

THIS KEYHOLDER AGREEMENT ("Agreement") is entered into as by and between the keyholder referenced in the signature block ("Keyholder"), a member of **Nexus Association of REALTORS®, Inc.** (formerly Burlington Camden County Association of REALTORS®, Inc.) ("Organization"), and UTC Fire & Security Americas Corporation, Inc., a Delaware corporation, and its successors and assigns and any designees ("Supra"). Keyholder and Supra agree as follows:

1. PRODUCTS

a. **XpressKEY.** A networked electronic key that establishes connection for data transfer via a cellular network. Enables Keyholder to obtain a current update code; open iBox; and receive showing information.

b. **eKEY.** A networked, mobile information tool using a device ("Device") approved by Supra. During the Term, Supra may in its sole discretion approve additional Devices for use with the Service. Supra does not provide any warranty of the performance or availability of any Device. The combination of an approved Device and eKEY Professional or Basic Software is referred to collectively as the "eKEY". Keyholder will connect to the Network and KIM Database through Supra's synchronization software ("eSYNC Software") at no cost to Keyholder using one of the following methods: (i) Wireless Sync or (ii) PC Internet Sync. There are two (2) eKEY options:

i. **eKEY Professional Software**: Enables Keyholder to obtain a current update code; open iBox; download, view, sort, and query multiple listing service ("MLS") data and agent roster data; upload, download, view, sort, and query property showing data; and perform other iBox functions.

ii. **eKEY Basic Software**: Enables Keyholder to obtain a current update code; open iBox; upload showing data; and perform other iBox functions.

c. **iBox BT LE.** The iBox BT LE ("iBox") allows Keyholders to communicate with the iBox to access property listing keys and to perform other functions.

2. LEASE AND LICENSE

a. Supra leases and licenses to Keyholder for the Term (as defined in Section 3 below) the XpressKEY (which may be new or refurbished) and its Software, if chosen; or grants to Keyholder a limited non-exclusive, non-transferable, revocable license to use the eKEY Professional Software or eKEY Basic Software (collectively, the "eKEY"), if chosen.

b. Supra leases iBoxes to Keyholder for the Term and grants Keyholder a limited non-exclusive, non-transferable, revocable license to use the software incorporated in the iBox.

c. Regardless of whether Keyholder has selected the XpressKEY or eKEY (collectively, "Key"), Supra grants to Keyholder a limited non-exclusive, non-transferable, revocable license for the Term to use Supra's computer network accessible to Keyholder through third-party telecommunication and internet services (the "Network"), which is necessary for the use and operation of the Key and for access to Supra's Keybox Information Manager database (the "KIM Database").

3. TERM This Agreement shall commence on the date set forth in the signature block and terminate on **January 21, 2025** (the "Term"), unless terminated sooner or extended in accordance with the terms of the Agreement. KEYHOLDER SHALL BE ENTITLED TO TERMINATE THIS AGREEMENT OR TO CHANGE SERVICE AS PROVIDED HEREIN.

4 FEES AND PAYMENT

a. Keyholder shall pay to Supra fees (the "System Fee") for the right to use the Service during the Term plus all applicable tax, tax reimbursement, and any annual adjustment.

b. **XpressKEY.** Upon entering into this Agreement, Keyholder shall be required to pay the prorated System Fee and the activation fee ("Activation Fee"). If the XpressKEY is lost, destroyed or damaged, the cost for replacement shall be **$249.00.** Keyholder may elect to purchase replacement insurance ("Insurance") at any time during the Term. Insurance only covers the XpressKEY and one (1) screen replacement per annual billing period. Screen replacements in excess of the one (1) will be billed to Keyholder at $40.00 per occurrence.

c. **eKEY.** Upon entering into this Agreement, Keyholder shall be required to pay the applicable System Fee and the Activation Fee. Supra may elect to receive monthly payments up to ten (10) days after the due date. If Keyholder subscribes to a MLS and the MLS discontinues providing MLS data for any reason, the System Fee paid by Keyholder for use of the eKEY Professional Software shall not be reduced.

d. **Activation Fee.** Keyholder shall be required to pay the following Activation Fee below when first provided a Key: (i) XpressKEY - $75.00; or (ii) eKEY - $50.00.

e. **Payment and Account Options**

i. XpressKEY: Automatic charges to the credit card or automatic debits to Keyholder's designated debit card or bank account ("Account"); or invoices mailed or emailed to the Keyholder's designated address.

ii. eKEY: Automatic charges or debits to Keyholder's designated Account.

iii. During the Term, Keyholder shall not close, terminate, cancel, overdraw, overcharge, change, or otherwise impair Supra's rights to automatic charges or debits to the Account. Supra reserves the right to add to or modify the available System Fee payment options during the Term. Keyholder shall be required to notify Supra in writing and deliver a new Account authorization to Supra forty-five (45) days before closing, terminating, cancelling or changing the Account. Such changes may be submitted to https://supraweb.suprakim.com/kimweb/login.mvc.

iv. Keyholder agrees to pay Supra: $25.00 for any System Fee that is not received by Supra within five (5) days after the payment due date; and/or $25.00 for any payment that is returned unpaid or for insufficient funds or credit.

f. EXCEPT AS OTHERWISE PROVIDED HEREIN, KEYHOLDER'S OBLIGATION TO MAKE PAYMENTS TO SUPRA SHALL BE ABSOLUTE, UNCONDITIONAL, NONCANCELABLE AND INDEPENDENT, AND SHALL NOT BE SUBJECT TO ANY SETOFF, CLAIM OR DEFENSE FOR ANY REASON, INCLUDING ANY CLAIMS KEYHOLDER MAY HAVE RELATING TO PERFORMANCE OF THE SERVICE OR FOR ANY LOSS OR DAMAGE.

5. SERVICE AND TITLE The service ("Service") is comprised of the software incorporated in the Keys, iBox, Network, eSYNC Software (collectively, "Software"); the equipment incorporated in the XpressKEY and iBox (collectively, "Equipment"); the Network; and the KIM Database. The Service is more fully described in the applicable user guide which is available electronically and incorporated herein by reference. The Service, including all Equipment (except iBoxes, if applicable), replacements, or Software (including any upgrades or revisions), is and shall at all times remain the property of Supra. All applicable rights in patents, copyrights, trade secrets, and trademarks, are and at all times shall remain the property of Supra. Keyholder agrees: (i) to comply with the Service rules and regulations set forth in the user guide; (ii) that it is necessary to maintain the security of the Key and the personal identification number ("PIN") in order to prevent the use of the Key by unauthorized persons; (iii) not to share the Key; and (iv) that the Service, including any Supra product used in connection with the Service, is not a security system. The Service is a marketing convenience key control system; therefore, any loss of the Key, sharing of the Key, or disclosure of the PIN may compromise the integrity of the Service.

6. CHANGE OF SERVICE

a. Keyholder can change the Service chosen upon entering into this Agreement by terminating this Agreement in accordance with Section 12 and entering into a new keyholder agreement as follows: (i) XpressKEY Keyholders electing to license an eKEY must pay the first monthly eKEY System Fee when changing Service. Keyholder may be entitled to a prorated credit of the paid XpressKEY System Fee. Any such credit shall be refunded to Keyholder within forty-five (45) days of the receipt of such notification by Supra; or (ii) eKEY Keyholders electing to lease an XpressKEY shall not receive any credit towards the XpressKEY System Fee.

b. Organization and Supra have entered into a Master Agreement, which provides the terms under which Supra will provide the Service to Organization and Keyholder. Keyholder agrees that if the Master Agreement is terminated for any reason during the Term of this Agreement, the Service may no longer be available to Keyholder, in which case this Agreement shall terminate in accordance with Section 12. Keyholder further agrees that if the Master Agreement is amended by Organization and Supra for any reason during the Term, the Service may be modified or upgraded, in which case the terms of this Agreement may be amended (including without limitation, an increase or other change in the System Fee or other fees due under this Agreement) upon written notice to Keyholder by Supra. Except as the rights and obligations of Keyholder and Supra under this Agreement may be affected as described in the two (2) preceding sentences, the rights and obligations between Keyholder and Supra with respect to the Service are governed solely by the terms and conditions of this Agreement.

c. Supra may discontinue any item of Equipment or Software used in connection with the Service upon the provision of one (1) year prior written notice to Organization. If Supra discontinues any item of Equipment or Software, the any item of Equipment and Software provided to Keyholder hereunder shall continue to be compatible with and shall function with the Service.

7. WARRANTY All Equipment and Software manufactured by Supra and used in connection with the Service is warranted for the Term against defects in workmanship and/or materials, and to operate in accordance with Product specifications. Supra shall, without charge, repair or replace such defective or nonconforming Equipment or Software during the Term. Replacements may be new or refurbished. Keyholder must return at her or his sole cost and expense any defective or nonconforming Equipment under warranty to Supra or, at Supra's request, to Organization. This warranty does not extend to any loss, damage, or destruction caused by accident, abuse, neglect or misuse.

8. RISK OF LOSS; RETURN OF EQUIPMENT AND SOFTWARE

a. No loss, damage or destruction to any item of Equipment or Software, or to anything included with the Service which has been provided to Keyholder, shall relieve Keyholder of any obligation under this Agreement.

b. At the expiration of the Term or early termination of this Agreement, Keyholder, at Keyholder's expense and risk, shall immediately return or cause the return to Supra to such location as Supra shall specify, anything included with the Service which has been provided to Keyholder, except that at the expiration of the Term, any iBoxes leased pursuant to this Agreement shall be returned to Organization if applicable. Such items shall be returned in good condition, repair and working order, except for ordinary wear and tear. Keyholder shall delete any Software provided by Supra from all of Keyholder's personal computers and Devices and/or return any such media which remains in Keyholder's possession to Supra.

9. REPRESENTATIONS AND COVENANTS Keyholder covenants and agrees:

a. If Keyholder misuses the Service or any component thereof, including without limitation, use of the Service in violation of the user guide, and a third party brings an action against Supra relating to such misuse, Keyholder agrees to indemnify, defend and hold harmless Supra, and its directors, officers, agents, representatives, employees, successors and assigns, from and against any and all claims, demands, actions, losses, damages, injuries, obligations, liabilities and costs and expenses of every kind or nature (including reasonable attorneys' fees, whether incurred at the trial or appellate level, in an arbitration proceeding, in bankruptcy, including without limitation, any adversary proceeding, contested matter or motion or otherwise) incurred by Supra in such proceeding.

b. **Supra shall not be liable for any compensatory, indirect, incidental, consequential, punitive, reliance or special damages, including without limitation, damages for lost profits, advantage, savings or revenues of any kind or increased cost of operations, arising out of the use or inability to use the Service for any purpose whatsoever whether or not Keyholder has been advised of the possibility of such damages.**

c. Keyholder will not (i) use or gain access to the source code for the Software; (ii) alter, reproduce, modify, adapt, translate, reverse engineer, de-compile, disassemble or prepare derivative works based upon the Software; or (iii) provide or otherwise make available the Software or any part or copies thereof to any third party.

d. To provide Supra with written notice of any legal proceeding or arbitration in which Keyholder is named as a defendant and that alleges defects in the Equipment and/or Software and/or Service within ten (10) days after Keyholder receives written notice of such action.

The obligations set forth in this Section shall survive termination of this Agreement.

10. DEFAULT

a. Each of the following events shall be an Event of Default by Keyholder under this Agreement:

i. Keyholder's failure to pay, for any reason, any amount required under this Agreement within five (5) days after the date that such payment is due, including without limitation, insufficient available credit or funds in the Account; or

ii. Keyholder's breach of any other obligation under this Agreement, which is not cured within ten (10) days after written notice by Supra;

iii. Closure, termination, cancellation, or change by Keyholder of the Account without meeting the requirements of Section 4(e.iii) above; or

iv. The commencement of either a voluntary or involuntary action under any bankruptcy, insolvency or other similar law of the United States of America or any state thereof or of any other country or jurisdiction with respect to Keyholder; or

v. Keyholder's allowing another person to use the Key, disclosure of the PIN to another person, attaching the PIN to or writing the PIN on the Equipment.

b. An Event of Default by Supra under this Agreement shall occur upon the termination for any reason of the Master Agreement.

11. RIGHTS AND REMEDIES

a. Upon the occurrence of an Event of Default by Keyholder, Supra may, at its sole option and without limitation or election as to other remedies available under this Agreement or at law or in equity, exercise one or more of the following remedies:

i. Deactivate Keyholder's access to the Service or any component of the Service; and/or

ii. Terminate this Agreement and the leases and licenses granted hereunder; and/or

iii. Require the return of all Equipment, Software, and anything included with the Service; and/or

iv. Require the deletion of all Software from all of Keyholder's personal computers and Devices; and/or

v. Charge against the Account or invoice the Keyholder for any outstanding amounts owed under this Agreement, including any applicable liquidated damages for the failure to return the Equipment; and/or

vi. Take any and all actions necessary to collect all amounts currently due and owing under this Agreement, including any and all costs and expenses of every kind or nature (including reasonable attorneys' fees, whether incurred at the trial or appellate level, in an arbitration proceeding, or in bankruptcy, including any adversary proceeding, contested matter or motion, or otherwise) incurred by Supra in connection with the exercise of its rights and remedies under this Agreement.

b. Upon the occurrence of an Event of Default by Supra, all of Keyholder's obligations under this Agreement shall terminate, except Keyholder shall be required to return the Equipment and any software media provided by Supra which remains in Keyholder's possession; to delete all Software from all of Keyholder's personal computers and Devices; and to pay Supra any outstanding amounts owed under this Agreement, including any applicable liquidated damages for the failure to return the Equipment.

c. If Supra deactivates the Service because of a default by Keyholder under this Agreement, but does not otherwise terminate this Agreement, Keyholder will be entitled to seek to have the Service reactivated. In order to do so, Keyholder shall be required to cure any and all existing defaults, and to pay any and all outstanding amounts owed under this Agreement and the reasonable costs and attorneys' fees incurred by Supra in connection with collecting under this Agreement. After confirmation of the curing of such defaults and the receipt of payment of such amounts, Supra shall reactivate the Service within twenty-four (24) hours.

d. In the event that Supra institutes any action for the collection of amounts due and payable hereunder, Keyholder shall pay, in addition to the amounts due and payable under this Agreement, all reasonable costs and attorneys fees incurred by Supra in connection with collecting under this Agreement. Keyholder expressly waives all rights to possession or use of the Service, Equipment and Software after the occurrence of an Event of Default, and waives all claims or losses caused by or related to any repossession or termination of use.

e. Supra's failure or delay in exercising any right or remedy under this Agreement shall not operate as a waiver thereof or of any subsequent breach or of such right or remedy. Supra's rights and remedies are cumulative, not exclusive, and no exercise of any remedy shall preclude the exercise of another remedy.

12. TERMINATION

a. Keyholder may terminate this Agreement at any time by returning all Equipment, Software, and anything included with the Service which has been provided to Keyholder; deleting all Software from all of Keyholder's personal computers and Devices; and paying Supra any amounts owing prior to such termination, including (i) any applicable liquidated damages and (ii) any unpaid System Fees owing prior to such termination. Upon termination, System Fees, which would have become owing after the date of termination of this Agreement are released and discharged by Supra.

b. Supra may terminate this Agreement upon termination of the Master Agreement for any reason, including without limitation, a default by Organization under the Master Agreement. Upon termination, Keyholder shall satisfy the obligations set forth above in Section 12(a).

c. In the event that Keyholder fails to return all Equipment leased to Keyholder upon termination of this Agreement or at the expiration of the Term (except that at the expiration of the Term, any iBoxes leased pursuant to this Agreement shall be returned to Organization, if applicable), Keyholder acknowledges and agrees that it is impractical and difficult to assess actual damages and therefore agrees to pay to Supra, as liquidated damages for such failure, the amount of **$249.00** for the XpressKEY.

d. Keyholder shall not be entitled to a refund of: (i) any previously paid but unused portion of the System Fee, (ii) any Activation Fee, (iii) Replacement Insurance fees, (iv) late payment fees, or (v) fees for payments that are returned unpaid or for insufficient funds or credit.

13. ARBITRATION; LITIGATION Any controversy or claim arising out of or relating to this Agreement shall be resolved by binding arbitration in accordance with the rules of the American Arbitration Association or such other rules as may be agreed to by the parties. The arbitration shall be conducted in a location mutually agreed to by the parties. If the parties, following good-faith diligent efforts, fail to agree on the location of the arbitration within thirty (30) days after either party requests arbitration, the arbitration shall be conducted in Portland, Oregon; provided that either party shall be entitled to participate in such arbitration by video conference or teleconference. The substantially prevailing party in any arbitration under this Agreement shall be entitled to recover from the other as part of the arbitration award reasonable costs and attorneys' fees. Any arbitration award may be enforced by a court

of competent jurisdiction in accordance with applicable law. In the event that legal action to enforce the arbitration award is necessary, the substantially prevailing party shall be entitled to recover its reasonable costs and attorneys' fees in such action and in any appeals.

14. NOTICES All notices shall be sent by (i) hand-delivery, (ii) facsimile, (iii) certified mail, return receipt requested, postage prepaid, or (iv) overnight delivery service, to the party being noticed at its address set forth in the signature block of this Agreement, or to such other address as a party shall subsequently specify to the other party in writing. Notices shall be deemed to have been delivered when received, if hand-delivered or sent by facsimile or certified mail; or one (1) day after the day deposited with an overnight delivery service.

15. GENERAL PROVISIONS

a. This Agreement constitutes the entire agreement between parties relating to the lease of Equipment, license of the Software, and use of the Service.

b. Provided that Keyholder has returned to Supra all keys previously leased by Supra to Keyholder, all prior leases and licenses between Supra and Keyholder for such keys are hereby terminated effective as of the execution of this Agreement.

c. This Agreement shall be effective and binding upon the parties hereto when fully executed by both parties. This Agreement may be executed in a number of counterparts, each of which will be deemed an original and when taken together shall constitute one agreement. The electronic signature of Supra shall constitute an original signature for purposes of this Agreement.

d. Except as provided herein, this Agreement may only be amended through a written agreement signed by both parties.

e. Supra may at any time assign or transfer its interests in this Agreement to any party; provided, however, that any such assignment by Supra shall not act to eliminate any right or remedy that Keyholder may have against Supra or its successors or assigns during the Term of this Agreement. Keyholder may not at any time assign or transfer its interests in this Agreement to any other party.

f. Any waiver or consent by any party to any breach by the other, whether express or implied, shall not constitute a consent to or waiver of any other or subsequent breach.

g. All agreements, representations and warranties contained in this Agreement shall survive the expiration or other termination of this Agreement.

h. If any provision of this Agreement is unenforceable, such unenforceability shall not affect the enforceability of the remaining provisions of this Agreement.

i. This Agreement shall be governed by the laws of the State of Oregon.

[EXHIBIT A ON FOLLOWING PAGE.]