



KEYHOLDER USE AGREEMENT

THIS KEYHOLDER USE AGREEMENT ("AGREEMENT") IS ENTERED INTO AS OF THE DATE SET FORTH BELOW, BY AND BETWEEN THE KEYHOLDER REFERENCED IN THE SIGNATURE BLOCK BELOW ("KEYHOLDER"), A PARTICIPANT OR SUBSCRIBER OF SANDICOR, INC., AND SANDICOR, INC., A CALIFORNIA CORPORATION ("SANDICOR"). The KEYHOLDER and SANDICOR agree as follows:

- 1. SMART CARD RECEIPT: KEYHOLDER acknowledges receipt of a SentiLock Smart Card from SANDICOR.
2. SERVICE: The SentiLock Smart Card, SentiLock Lockbox, Smart Card Reader and network provided with and necessary for the use and operation of this equipment is herein referred to as the "SERVICE".
3. CARD EXCHANGE BY SENTRILOCK OR SANDICOR: SentiLock may, at its discretion, require SANDICOR to replace the Smart Cards used by SANDICOR and its KEYHOLDERS with replacement Smart Cards compatible with the SERVICE.
4. CURRENT UPDATE: KEYHOLDER acknowledges that the Smart Card is active for a fixed time period and that this period expires at regular intervals as determined by SANDICOR, prohibiting further use of the Smart Card until a new update is obtained through the SERVICE by placing the Smart Card in a Smart Card Reader or by another authorized method.
5. PAYMENTS: During the term of this AGREEMENT, KEYHOLDER agrees to pay the key fee, as established by SANDICOR, for use of the SERVICE.
6. TERM OF AGREEMENT: The term of this AGREEMENT begins on the date of the execution of this AGREEMENT and ends on the date the KEYHOLDER terminates membership with SANDICOR or fails to pay the prescribed key fee.
7. SECURITY OF SMART CARDS: KEYHOLDER acknowledges that it is necessary to maintain security of the Smart Card to prevent its use by unauthorized persons. Consequently, KEYHOLDER agrees:
a. To keep the Smart Card in KEYHOLDER'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 disclose to any third party his/her personal identification number (PIN).
c. TO NOT LOAN THE SMART CARD TO ANY PERSON FOR ANY PURPOSE WHATSOEVER OR TO PERMIT THE SMART CARD 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 SANDICOR within three days of the loss of theft of a Smart Card. The KEYHOLDER shall sign and deliver a statement to SANDICOR with respect to the circumstances surrounding the loss or theft. SANDICOR shall charge for the replacement of Smart Cards either lost or damaged.
g. To follow all additional security procedures as specified by SANDICOR.
8. REPLACEMENT SMART CARDS: Replacement Smart Cards will be issued to KEYHOLDERS who:
a. have complied with the terms of this AGREEMENT and the Rules and Regulations of SANDICOR as they relate to electronic lockbox systems.
b. have paid the prescribed key fee.
c. pay the cost, if required, of replacing a Smart Card that has been lost, stolen, damaged or found to be defective.
9. DISCIPLINARY ACTION: KEYHOLDER agrees to be subject to the discipline as outlined in the Rules and Regulations of SANDICOR for violation of any provision of this AGREEMENT. Discipline may include loss of the right to use the SERVICE and/or KEYHOLDER'S right to be issued a Smart Card in the future.
10. INDEMNIFICATION: KEYHOLDER agrees to indemnify and hold SANDICOR and all of its respective officers, directors and employees harmless from any and all loss, cost, expense, claims or demands whatsoever by or against SANDICOR resulting from loss, use, misuse or inability to use the SERVICE, including, but not limited to, any and all liabilities, including attorney's fees, incurred by the KEYHOLDER 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 SERVICE.
11. REIMBURSEMENT: KEYHOLDER agrees that, in the event that SANDICOR shall prevail in any legal action brought by or against the KEYHOLDER to enforce the terms of this AGREEMENT, the KEYHOLDER, as appropriate, may be assessed a reasonable amount of attorney's fees in addition to any other relief to which the Court rules SANDICOR 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 the State of California, and venue shall be the County of San Diego.
13. PARTIAL INVALIDITY: If any provision of this AGREEMENT is held by any court to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force.
14. DISCLOSURE TO CLIENTS: The KEYHOLDER shall obtain specific written authorization from the seller before placing a lockbox on the seller's property and before the listing is input to the MLS, reflecting that the use of a lockbox has been authorized by seller. Further, the KEYHOLDER acknowledges that the SERVICE is not a security system and shall inform the seller of the same. The SERVICE is a marketing convenience key-control system.
15. GENERAL PROVISIONS: This written AGREEMENT expresses the entire agreement between KEYHOLDER and SANDICOR with respect to SentiLock Smart Cards and use of the SERVICE. 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 this AGREEMENT which is not contained herein shall be valid or binding. This AGREEMENT shall be binding upon the KEYHOLDER and its successors and assigns.

DATED: \_\_\_\_\_

KEYHOLDER NAME: \_\_\_\_\_

BY: [Signature] of Sandicor, Inc.

AGENT ID: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_