

West Central Association of REALTORS®

400 S. Cable Road

Lima, Ohio 45805-3112

SUPRA Shell-Less EKey (Phone App) RENTAL AGREEMENT

I _____ agree to Rent this SUPRA EKey (Serial Number _____) from West Central Association of REALTORS ® for a 24 hour period (excluding weekends and holidays) for \$25.00 plus tax beginning (date)_____ at (time)_____ and ending on (date)_____ at (time)_____ (Rental Period).

I understand that once the Rental Period has expired the SUPRA Key will be inactivated.

I agree to comply with the Rules and Regulations relating to the use of the SUPRA Key and related service which are set forth in the User's Guide and Rules and Regulations of the Association and/or its MLS system. By executing this Rental Agreement, I agree to maintain the security of the equipment and the personal identification number of each piece of equipment to prevent the use of the equipment by unauthorized persons. I acknowledge that any loss of equipment or disclosure of personal identification numbers compromises the integrity of the service, and I agree to use my best efforts to ensure the confidentiality and integrity of all components of the service.

I understand and acknowledge that the Supra Key is and at all times shall remain the property of GE Security, Inc. ("GE"). The software and all applicable rights in patents, copyrights, trade secrets and trademarks are and shall at all times remain the property of GE.

I acknowledge, covenant and agree as follows:

- a. If I misuse the Supra Key or any components thereof, including without limitation, any use in violation of the User Guide, and a third party brings an action against the Association and/or GE relating to such misuse, I agree to indemnify, defend and hold harmless Association and/or GE, and their respective 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 attorneys' fees, whether incurred at trial or appellate level, any adversary proceeding, contested matter or motion or otherwise) incurred by Association and/or GE in such proceeding.

b. That neither Association or GE shall be liable for any compensatory, indirect, incidental, consequential, punitive, reliance, or special damages, including, without limitation, damages for lost profits arising out of use or inability to use the SUPRA Key and related service.

c. That I will not (i) use or gain access to the source code for the software; (ii) alter, reproduce, modify, adapt, translate, reverse engineer, decompile, 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 Association and GE with written notice of any legal proceeding or arbitration in which I am named as a defendant and that alleges defects in the Equipment within five (5) days after I receive written notice of such action.

These covenants and agreement shall survive the termination of the Rental Agreement.

Signature

Date

Address