

MEMBER# _____
FIRM # _____

**Amendment to dKey Sub-Lease Agreement
eKEY SUB-LICENSE AGREEMENT**

By signature hereof, Keyholder agrees to the additional terms of the eKey SubLicense agreement. The terms of original keyholder agreement by and between **Keyholder and MetroTex Key Services, Inc.** remain in effect until terminated under the terms included in the agreement. Keyholder acknowledges that use and return of equipment includes the dkey, cradle and any other equipment included in the original agreement as well as return of any software as included in this amendment:

1. LICENSE AGREEMENT

a. Organization hereby grants to Keyholder (i) a limited non-exclusive, non-transferable sub-license to use the network, the use of which Organization licenses from GE Security, Inc. ("GE") (the "Network") for the Term (as defined in Section 1(b) below) and (ii) a limited, non-exclusive, nontransferable sub-license to use the software Organization licenses from GE (the "Software") for the Term. The Network and Software are collectively referred to herein as the "Service." The Service is more fully described in the User's Guide's published by GE, which will be provided to Keyholder and is incorporated herein by reference. The Software, when loaded onto certain personal digital assistants ("PDA") operates as an electronic key ("eKEY") to open certain keyboxes.

b. Keyholder acknowledges and agrees that she or he must comply with the Rules and Regulations relating to the use of the Service which are set forth in the User's Guide and the Rules and Regulations of Organization and/or its MLS system. By executing this License, Keyholder acknowledges that it is necessary to maintain the security of the eKEY and the personal identification number necessary to operate the eKEY to prevent the use of the eKEY by unauthorized persons. Keyholder further acknowledges that neither the Service, nor any other GE product used in connection with the Service (including the Software), is a security system. The Service is a marketing convenience key-control system, and as such, any loss of eKEY or disclosure of personal identification numbers compromises the integrity of the Service, and Keyholder agrees to use her or his best efforts to ensure the confidentiality and integrity of all components of the Service. Failure to comply with the Rules and Regulations relating to the use of the Service may result in fines and/or other disciplinary action including suspension/termination of the Service.

2. TITLE AND USE Keyholder hereby acknowledges and agrees that the Service, including all its components, and the Software, are and shall at all times remain the property of GE. If Keyholder has purchased an eSYNC Cradle or eSYNC Modem from GE for use with the eKEY, title to such eSYNC Cradle or eSYNC Modem shall be held by Keyholder, but the Software incorporated into the eSYNC Cradle or eSYNC Modem shall at all times remain the property of GE. All additions and upgrades to the Software shall become part of the Software and shall, without further act, become the property of GE. The Software and all applicable rights in patents, copyrights, trade secrets, and trademarks (including those associated with any purchased eSYNC Cradle or eSYNC Modem), are and shall at all times remain the property of GE.

3. RETURN OF SOFTWARE

At the expiration of the Term, Keyholder, at Keyholder's expense and risk, shall immediately return or cause the return to Organization to such location as Organization shall specify, all of the Software with any components included within the Service that have been licensed to Keyholder pursuant to this License or the original agreement, not including any eSYNC Cradle or eSYNC Modem purchased by Keyholder.

4. PAYMENTS

a. **DURING THE TERM OF THIS LEASE, KEYHOLDER SHALL PAY TO ORGANIZATION A FEE FOR THE LEASE AND USE OF THE EQUIPMENT, PLUS APPLICABLE TAX (THE "SYSTEM FEE"). THE SYSTEM FEE SHALL BE DETERMINED BY THE ORGANIZATION AND SHALL BE DUE ANNUALLY, IN ADVANCE.**

b. Upon execution of this Lease, Keyholder shall pay prorated fees for the current billing year, annual fee for the next year if annual bills have already been invoiced.

c. Keyholder agrees to pay to Organization a late fee of \$25.00 for any System Fee that is not received by Organization by the date such payment is due. Keyholder also agrees to pay to Organization a fee of \$30.00 for any Keyholder check that is returned unpaid or for insufficient funds.

ekey serial #: _____	Level of Service: _____ Ekey Professional
Companion dkey serial#: _____	_____ Ekey Basic

Keyholder signature

Date