



PARTICIPANT APPLICATION PROCEDURES

Thank you for inquiring about participating in MetroList Services, Inc. (MLS). Outlined on this cover sheet are our application procedures.

The following items **MUST BE RECEIVED** in order to process your application request:

- Application: Must be fully completed and signed.
- California Department of Real Estate License: You must be actively listed on the DRE website (www.dre.ca.gov) to be eligible for participation in the MLS. Please note that the office information listed on the MetroList application must match your DRE record.
- Certificate of NonUse Form (Participant Applicants Only): Must be fully completed, accompanied by an attached list if more than one subscriber waiver is needed.
- Picture ID: A copy of your valid picture ID (driver's license, passport, etc.).
- Lockbox Key Agreement: If requesting key service, a completed MetroList eKEY Sub-License Agreement is required. Please be sure to indicate what 4-digit pin code you would like assigned to your key.
- Payment: Includes Application start-up and quarterly fees. Payment must be collected in order to complete the application process.

IMPORTANT NOTE: Applicants must either appear in person at any MetroList Administrative Center, submit a notarized application or provide evidence of the Applicant's identity that is satisfactory to MetroList.

You may email, fax, hand-carry or mail your application package to the Administrative Center of your choice.

Please contact the Administrative Center to expedite your application request or to inquire about their specific processing hours.



ADMINISTRATIVE CENTER LOCATIONS

Amador County Association of REALTORS®
577 South State Highway 49
Jackson, CA 95642
(209) 223-3874
Fax (209) 223-3876
acar@metrolist.net

Nevada County Association of REALTORS®
336 Crown Point Circle
Grass Valley, CA 95945
(530) 272-2627
Fax (530) 272-2646
ncaor@metrolist.net

Central Valley Association of REALTORS®
531 E Yosemite Avenue
Manteca, CA 95336
(209) 858-1700
Fax (209) 858-1709
cvar@metrolist.net

Placer County Association of REALTORS®
270 Technology Way, Suite 100
Rocklin, CA 95765
(916) 624-8271
Fax (916) 624-8023
pcar@metrolist.net

El Dorado Association of REALTORS®
4096 Mother Lode Drive
Shingle Springs, CA 95682
(530) 676-0161
Fax (530) 676-0180
edcar@metrolist.net

Sacramento Association of REALTORS®
2003 Howe Avenue
Sacramento, CA 95825
(916) 922-7711
Fax (916) 283-8812
sar@metrolist.net

Lodi Association of REALTORS®
777 South Ham Lane, Suite B
Lodi, CA 95242
(209) 368-5316
Fax (209) 368-8289
lar@metrolist.net

Sutter-Yuba Association of REALTORS®
1558 Starr Drive
Yuba City, CA 95993
(530) 674-4222
Fax (530) 674-4304
syaor@metrolist.net

LAR Modesto Branch Office
1620 North Carpenter Road, Suite D48
Modesto, CA 95351
(209) 523-5316
Fax (209) 523-5317
modesto@metrolist.net

Yolo County Board of REALTORS®
449 Elm Street
Woodland, CA 95695
(530) 666-4253
Fax (530) 666-7444
ycar@metrolist.net

MetroList Services, Inc. Participant/Subscriber Application

For MLS Use Only	
Member #	_____
Office #	_____
Assoc.	_____

Applicant Information	<input type="radio"/> Mr <input type="radio"/> Ms First Name _____ M.I. _____ Last Name _____ <small style="color: red;">(As Shown on DRE License)</small>
	Generation _____ Nickname _____ <small style="color: red;">(Exmple: Sr., Jr., etc.)</small>
	Mailing Address _____ <small style="color: red;">(Home or P.O. Box)</small>
	City _____ State _____ Zip Code _____

Company/ Office Information	Office Name _____
	Office Street Address _____
	City _____ State _____ Zip Code _____
	Office Mailing Address (P.O.Box or Street) _____ <small style="color: red;">(If different than above)</small>
	City _____ State _____ Zip Code _____
	Office Phone () _____ Office Fax () _____ <small style="color: red;">(Example: (916) 777-7777)</small>

Applicant Contact Information	Preferred Invoicing Method: <input type="radio"/> Mail Invoice <input type="radio"/> Email Invoice Preferred Mailing Address: <input type="radio"/> Home <input type="radio"/> Office Preferred Fax: <input type="radio"/> Office <input type="radio"/> Personal Cell Phone () _____ Personal Fax () _____ Home Phone () _____ Other Phone () _____ I want the following telephone numbers to appear on my listings: Primary Phone <input type="radio"/> Office <input type="radio"/> Cell <input type="radio"/> Home <input type="radio"/> Other Secondary Phone <input type="radio"/> Office <input type="radio"/> Cell <input type="radio"/> Home <input type="radio"/> Other Email Address _____ Website Address _____ I would like the billing of my MetroList MLS & Key (if applicable) services to be set up as: <input type="radio"/> Quarterly billing by MetroList. <i>(By making this selection I understand that I will be invoiced for 3 months at a time, and that my payment must be received by the end of the first billing month.)</i> <input type="radio"/> Monthly automatic charges to my credit or debit card. <i>(By marking this selection, I request enrollment in the MetroList Automatic Credit Card Billing program and authorize monthly charges to my card for my MetroList fees. I also understand that my initial payment must be by the credit card I wish to enroll for Automatic payments.)</i>
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Required For Identification Purposes	Date of Birth ____/____/____ <small style="color: red;">(Example: 01/01/1990)</small>
	SSN - Last 4 digits _____ Driver's License Number _____ <small style="color: red;">** Last 4 digits of Social Security Number</small>
	Mother's Maiden Name _____ Place of Birth _____

License Information	Types of DRE/OREA License: <input type="radio"/> Agent <input type="radio"/> Broker <input type="radio"/> Corporate <input type="radio"/> Officer <input type="radio"/> Appraiser License Number _____ License Expires _____
	Additional DRE/OREA License: <input type="radio"/> Agent <input type="radio"/> Broker <input type="radio"/> Corporate <input type="radio"/> Officer <input type="radio"/> Appraiser License Number _____ License Expires _____

License
Information
continued

I am a
(select one):

- Broker Licensed Appraiser
 Salesperson Appraiser in Training

And, I am
(select one):

- a Broker Participant
 an Appraiser Participant
 an employee or an independent contractor affiliated with a Broker/Appraiser Participant
 a sole proprietor
 a general partner
 a corporate officer
 a non-principal

If I select sole proprietor, general partner or corporate officer, then I understand that I must answer the following:

1. Are you subject to any pending bankruptcy proceedings? Yes No
2. Have you been a bankruptcy debtor within the last 3 years? Yes No
3. Have any sanctions been imposed upon you by a court or other lawful authority within the past 3 years arising from the violation of:
- Civil rights laws Yes No
- Real estate licensing laws Yes No
- Other laws prohibiting unprofessional conduct Yes No

I am also a member of the following MLS(s): _____

I have belonged to the following MLS(s): _____

- (select one): I have not been disciplined by one of the above MLS(s)
 I have been disciplined by one of the above MLS(s), and I have attached copies of the discipline

- (select one): I have not been disciplined by the DRE or BREAA
 I have been disciplined by the DRE or BREAA, and I have attached copies of the discipline

MLS Rules

By signing this application, I understand and agree to abide by the MLS Rules as adopted and amended by MetroList Services, Inc. ("MetroList"). I specifically acknowledge my obligation to comply with the MLS Rules, including the portions referred to or summarized below, with the numbers cited in parentheses throughout this section referring to particular sections of the MLS Rules. All references below to the "MLS" mean MetroList's MLS.

- a. I have completed the MLS Orientation Program by reading the MetroList MLS Orientation Program Manual. (4.1 and 4.2)
- b. I understand that, in order to have continued access to the MLS, I must maintain a valid, active real estate license or certificate at all times. (4.1 and 4.2)
- c. I understand that my continued participation in the MLS is dependent on my timely payment of all fees as charged by MetroList. (4.1 and 4.2)

MLS Rules
continued

- d. If I am an applicant other than a principal, partner or corporate officer of the real estate firm/appraisal firm, then I must remain employed by or affiliated as an independent contractor with a Broker Participant (4.2.1) or employed by an Appraiser Participant. (4.2.2)
- e. I agree to register all Clerical Users (licensed or unlicensed) with the Service. I understand Clerical Users are authorized limited access to the MLS for clerical tasks only and may not perform any activity that requires a real estate license. I also agree that any violation by a Clerical User that has registered with the MetroList MLS can result in discipline to me and potential termination of my MLS participation. (4.3, 12.12.1 and 14.1.d)
- f. If I am a Broker or an Appraiser Participant, then I must list all licensees and certificate holders and their license numbers that are working under my license and have attached said list to this application. (4.4)
- g. I understand that my participation in the MLS is not transferable. (4.5)
- h. I agree that I will input or submit to the MLS any and all property listings I obtain and that I will maintain said listings in accordance with the MLS Rules. (7.6)
- i. I understand and agree that I have no ownership of or copyrights to the content or data contained in the MLS; that I will preserve the confidentiality of the MLS compilations (including downloaded MLS information); and that I will not share any MLS content or data nor reproduce any portion of the active listings in the MLS unless specifically authorized under the MLS Rules. (Sections 11 and 12)
- j. I understand that I will be assigned a unique user name ("Agent ID") by MetroList. I understand that if I permit another person to use my Agent ID for access to the MLS computer system without authorization from MetroList, I will be subject to a fine and/or other disciplinary action up to and including termination of MLS services. I understand that unauthorized access to and/or use of computers, computer systems or computer data, including misuse of my Agent ID, may be a crime under California law, including Penal Code section 502. (12.20)
- k. I understand that all access to the MLS system furnished or permitted under these MLS Rules is furnished without warranty of any kind, either express or implied, and all such warranties, including without limitation the implied warranties of merchantability and fitness for a particular purpose, are disclaimed by MetroList.
- I further understand that MetroList will not be responsible for the interruption of, interference with, lessening of or suspension of any of the services or access to the MLS system or to information to be provided hereunder if caused by strikes, earthquakes, lockouts, riots, epidemics, war, government regulation, fire, flood, natural disasters, Acts of God or material shortages, failures, malfunctions or inadequacies of equipment not provided by MetroList, or any other cause not under the control of MetroList, or for material shortages, failures, malfunctions or inadequacies of equipment or software provided by MetroList or any other party during any transition or upgrade from one computer system to another computer system or any computer system upgrade.
- I agree that in no event will MetroList or its officers, directors, employees, representatives and agents, be liable to Participants, Subscribers and/or Clerical Users or to any other person for any indirect, special, or consequential damages, including without limitation, any loss of profits or loss of revenues arising out of or in connection with the use or performance of the MLS system operation or other services furnished by MetroList. (12.21)
- l. I will not lend nor make available the electronic key ("Key") that has been issued or authorized to me by MetroList for use with MetroList's electronic lockbox system (the "Keybox System") to any person, even if said person is a Participant or Subscriber or a registered Clerical User of the MLS; and I fully understand my obligations as the holder of a Key in the Keybox System. I understand that, if I am an Appraiser Participant or Appraiser Subscriber applicant, I am not eligible to purchase an electronic lock for use in the Keybox System ("Keybox"), to place a Keybox on any property, or to use a Key to enter a property without the express permission of the owner or listing agent.

MLS Rules
continued

m. I agree that all MLS Rules violations shall be processed in accordance with the MLS Rules, including Section 15 of the MLS Rules. (15)

n. I acknowledge and agree that the Keybox System is not intended to be a security system and that my entry into any property by use of a Key will be entirely at my own risk, and I agree to accept full responsibility for any injuries or damages that might occur in connection with any such entry. I specifically waive and release MetroList and its officers, directors, employees, representatives and agents from any claims or liability arising from or relating to the use of my Key and/or the Keybox System.

o. I acknowledge and agree that I must have the legal authority to enter, submit, attach, or upload any photographs, drawings, or other images or virtual media to the MLS system. I agree to defend, indemnify, and hold MetroList and its officers, directors, employees, shareholders, agents, affiliates, suppliers, successors and assigns, against and from all actions, liabilities, losses, claims, demands, judgments, awards, damages, costs and expenses, including but not limited to attorneys' fees, arising or resulting from any photograph, drawing, image, graphic, or other content that I enter, submit, attach, or upload into the MLS system, including but not limited to any claims arising from the transfer, transmission, publication, or display of any such content to any other website or computer system, whether maintained or operated by MetroList or any other party. (11.4, 11.5)

Authorization
and
Agreement

I authorize MetroList and/or its representative(s) to verify any information in this application including contacting any multiple listing service, the DRE, current or past Brokers, Participants, salespersons, Subscribers and business associates. I further authorize any multiple listing services in which I have been a member or Participant or Subscriber to release all membership and disciplinary records to MetroList or its representative(s). I further authorize MetroList or its representative(s) to use this information in determining future disciplinary sanctions. I waive and release any claims and causes of action against MetroList and its officers, directors, employees, representatives and agents, including, but not limited to, claims relating to slander, libel, or defamation of character resulting from such verification, evaluation, or other processing of this application or use of the information gathered by MetroList or its representative(s).

I hereby apply for participation as a Participant or Subscriber in the MetroList MLS. I have read and hereby agree to abide by the MLS Rules, as they may be amended from time to time.

I understand and agree that the above statements are in addition to the MLS Rules, to which I have also agreed. Violation of any MLS Rule may result in discipline, fine and ultimate termination of my MLS service. In addition I acknowledge that my actions may cause damages to MetroList, and agree that MetroList may pursue any and all of its available legal remedies against me to recover such damages.

By checking
this box, I am
acknowledging
that I have
read and
understood
the following:

I understand and agree that if I wish to change, modify, or terminate my participation in the MetroList MLS, I must do so in writing.

I understand that it is my responsibility to pay my MetroList MLS fees when due.

If payment of my MLS fees is not received by MetroList by the due date, my access to the MetroList MLS is subject to suspension and may later result in termination.

I understand that it is my responsibility to notify MetroList if any information on this application becomes incorrect or changes.

I understand that once my MLS rights are terminated, I must reapply through the MLS application process to become a Participant or Subscriber in the MLS and that I will be required to pay additional application fees.



Required
Signature(s)

I declare under penalty of perjury under the laws of the State of California that the information given in this application is correct.

Executed at _____, CA

Subscriber Signature
Agent/Appraiser/BrokerAffiliate

Print Subscriber Name

Date

Participant Signature
Responsible Broker/Appraiser/Authorized Signer

Print Participant Name

Date

(Note: Future Participation Fees will be billed by MetroList Services, Inc.)

MetroList Services, Inc. Certificate of Nonuse Form

For MLS Use Only

Member # _____

Office # _____

Certification
and
Agreement

I, as a MetroList MLS Participant, hereby submit this Certification of Nonuse Form to the MetroList Services, Inc., MLS for waiver of the monthly participation fee and the requirement to submit an application for the following individual(s):

NAME(S): _____

See attached list of individuals with firm dated _____

MLS Rule, 5.1.6 Certification of Nonuse. A real estate licensed or certified appraiser may be relieved from payment under Section 5.1.3 by having his/her Participant certify in writing to the MLS that as a licensed or certified person in the office he/she is engaged solely in activities that do not require a real estate license, appraiser's license or certification, or that he/she will not use the MLS or KeyBox system data in anyway. In the event a real estate licensee or appraiser is found in violation of the nonuse certification, the Participant shall be subject to fees dating back to the date of the Certification Form. The Participant and Subscriber may also be subject to any other sanction imposed for violation of the MLS Rules up to and including loss of participation rights and access to the Service or KeyBox System.

This individual and/or individuals whose name(s) appear on the attached list(s) for whom I am completing this Certification of Nonuse Form is/are a:

(Select all that Apply) Un-Licensed Licensed Certified

(Select all that Apply) Broker Agent Appriaser Employee

and this individual and/or individuals does not need an MLS Agent ID and Password and does not use the MLS Service, MLS data or Keybox System Service in anyway.

I understand that the only exception to the above stated rule is if a licensed or certified person in the office is currently an existing Clerical User with the MLS and is abiding by the rules stated in the Clerical User Registration Form.

I agree that should this individual and/or individuals whose name(s) appear on the attached list, be found in violation of the terms of the MLS rule 5.1.6 Certification of Nonuse, then I, as the MLS Participant, shall be subject to fees dating back to the date of this Certification of Nonuse Form. I further agree that I may also be subject to any other sanction imposed for violation of the MLS Rules up to and including loss of participation rights in and access to the MLS.

Responsible
Participant
Signature

Responsible Participant Signature

Print Responsible Participant Name

Date

Assignment of Listing Rights & Authorized Signer Form

For MLS Use Only

Member # _____

Office # _____

Fax or Email completed form to Admin Center	Amador AOR	(209) 223-3876 / acar@metrolist.net	Nevada AOR	(530) 272-2646 / ncaor@metrolist.net
	Central Valley AOR	(209) 858-1709 / cvar@metrolist.net	Placer AOR	(916) 624-8023 / pcar@metrolist.net
	El Dorado AOR	(530) 676-0180 / edcar@metrolist.net	Sacramento AOR	(916) 283-8812 / sar@metrolist.net
	Lodi AOR	(209) 368-8289 / lar@metrolist.net	Sutter-Yuba AOR	(530) 674-4304 / syaor@metrolist.net
	LAR Modesto Branch	(209) 523-5317 / modesto@metrolist.net	Yolo AOR	(530) 666-7444 / ycar@metrolist.net

THIS FORM MAY ONLY BE COMPLETED BY A BROKER/APPRaiser PARTICIPANT

I, _____ am the Responsible Member for the below mentioned
Print Name

Office(s), would like to grant the following Listing Rights and/or individual(s) authorization to sign MetroList applications and change forms on my behalf.

Type of Request

Agents Listing Rights Assign Authorized Signer(s)

Office Requested For

This request is for the following Office(s): All Offices This Office ONLY

Office Name _____ MLS Office ID _____

Office Address _____

Agents Listing Rights

All Agents within the Office(s) are to have the following Listings Rights:

Full Listings Add & Modification Rights Listing Add Only Rights

No Listings Rights, should only have Search Rights Listing Modify Only Rights

Authorized Signer(s)

Grant the following individual(s) to sign on my behalf for the above mentioned Office(s)

Authorized Name _____ MLS Agent ID _____

Office Manager (One per Office) Signer

Authorized Name _____ MLS Agent ID _____

Authorized Name _____ MLS Agent ID _____

Authorized Signer - Signature _____ Date _____

If Non-MetroList Subscriber must be approved and reside outside MetroList's primary county

**** See Attached for additional Offices and/or Signers ****

Responsible Participant Signature

Responsible Participant Signature Print Responsible Participant Name Date

METROLIST KEYBOX SYSTEM USE AND SUB-LICENSE AGREEMENT (eKEY)

This Systems Use and Sub-License Agreement ("License") is entered into as of _____, 20____, by and between _____ (print name), California R.E. License # _____, a Participant or Subscriber ("Keyholder"), in the multiple listing service ("MLS") of MetroList Services, Inc. ("Organization").

eKEY Serial Number: _____

Keyholder and Organization agree as follows:

1. LICENSE AGREEMENT

a. **eKEY.** Organization licenses to Keyholder, and Keyholder licenses from Organization, a limited non-exclusive, non-transferable, revocable license for the Term to either the eKEY Professional Software or the eKEY Basic Software which are each used with certain electronic devices including certain cellular telephones and devices ("Device") that are approved by UTC Fire & Security Americas Corporation, Inc., a Delaware corporation, and its successors and assigns and any designees ("Supra"). During the Term, Supra may in its sole discretion add approved Devices. Supra does not provide any warranty of the performance or availability of any Device. Such combination of an approved Device and the eKEY Professional Software or the eKEY Basic Software is referred to collectively as the "eKEY".

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

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

b. **Network; KIM Database.** Organization 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 eKEY and for access to Supra's Keyholder/Keybox Information Manager database ("KIM Database").

i. **Connection Through 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

2. TERM OF SERVICE

a. **Service.** The software incorporated in the eKEY Professional Software, eKEY Basic Software, Network, and eSYNC Software (collectively, "Software"); the equipment incorporated in the iBoxes ("Equipment"); Network; and KIM Database are collectively, "Service." The Service is more fully described in the applicable User Guide, which is available to Keyholder at www.supraekey.com and is incorporated herein by reference.

b. **Term.** This License (including the licenses and leases granted above) shall commence on the date set forth above and terminate on **March 30, 2025** (the "Term"), unless terminated sooner or extended in accordance with the terms of this License. **KEYHOLDER SHALL BE ENTITLED TO TERMINATE THIS LICENSE IN ACCORDANCE WITH SECTION 11. KEYHOLDER SHALL ALSO BE ENTITLED TO CHANGE SERVICES BY TERMINATING THIS LICENSE AND ENTERING INTO A NEW LICENSE IN ACCORDANCE WITH SECTION 5.**

3. PAYMENTS

a. **DURING THE TERM OF THIS LICENSE, KEYHOLDER HEREBY AGREES TO PAY A MONTHLY FEE TO ORGANIZATION, THE AMOUNT OF WHICH WILL BE DETERMINED ON AN ANNUAL BASIS BY ORGANIZATION, AND WHICH SHALL BE INVOICED IN ADVANCE NOT LESS THAN ONCE IN EACH THREE (3) MONTH PERIOD FOR A PERIOD OF THREE (3) MONTH'S FEES NOR MORE THAN ONCE EACH MONTH FOR ONE (1) MONTH'S FEES SHOULD KEYHOLDER ELECT TO USE ORGANIZATION'S AUTOMATIC CREDIT CARD PAYMENT SERVICE FOR MLS FEES AND KEYBOX SYSTEM FEES. KEYHOLDER SHALL BE ENTITLED TO TERMINATE THIS LICENSE IN ACCORDANCE WITH THE PROVISIONS CONTAINED IN SECTION 11.**

b. Organization has three billing groups. One group is invoiced each month for three (3) months' fees in advance (a "Billing Group"). Payment is due as of the first day of the first month in the Billing Group. Failure to pay fees by the first day of the second month in the Billing Group shall constitute default under this License and will result in deactivation of Keyholder's eKEY. Keyholder may re-activate his/her eKEY within the second month of the Billing Group upon payment to Organization of a \$20.00 Re-activation Fee. Such fee shall be in addition to any MLS Reinstatement Fee. Failure to pay fees by the first day of the third month in the Billing Group shall constitute default and will result in termination of this License as well as MLS services.

c. As a condition to the effectiveness of this Agreement, Keyholder shall pay Organization's current Key activation fee applicable to Keyholder upon execution of this Agreement.

d. EXCEPT AS OTHERWISE PROVIDED HEREIN, KEYHOLDER'S OBLIGATION TO MAKE PAYMENTS TO OR AT THE DIRECTION OF ORGANIZATION 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 LOSS OR DAMAGE.

4. TITLE AND USE OF SERVICE

a. Keyholder acknowledges and agrees that the Service is and shall at all times remain the property of Supra. The Software and any upgrades or revisions thereto, and all applicable rights in patents, copyrights, trade secrets, and trademarks, are and shall at all times remain the property of Supra.

b. Keyholder agrees: (i) to comply with the Service rules and regulations set forth in the Supra 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.

5. CHANGE OF SERVICE

a. Keyholder shall be entitled to change at any time the Service by terminating this License in accordance with Section 11 and entering into a new keyholder License with Organization.

b. Keyholder understands that in order to make the Service available to Keyholder, 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 License, the Service may no longer be available to Keyholder as determined by Supra, in which case this License shall terminate in accordance with Section 11 below. Keyholder further agrees that if the Master Agreement is amended by Organization and Supra for any reason during the Term of this License, the Service may be modified or upgraded, in which case the terms of this License may be amended (including without limitation, an increase or other change in the System Fee and other fees set forth in Section 3 above) upon written notice to Keyholder by Supra.** Except as the rights and obligations of Keyholder and Supra under this License may be affected as described in the two 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 License.

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 completely compatible with and shall function with the Service.

6. WARRANTY All items of Software manufactured by Supra and used in connection with the Service are warranted against defects in workmanship and/or materials, to be fit for their intended purpose, and to conform in all material respects to their written specifications for the Term of the Agreement. Supra shall, without charge, repair or replace such defective or nonconforming Software for the Term of the Agreement. Keyholder must return at her or his sole cost and expense any defective or nonconforming Software 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.

7. RISK OF LOSS; RETURN OF EQUIPMENT AND SOFTWARE

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

b. At the expiration of the Term or earlier termination of this License, Keyholder, at Keyholder's expense and risk, shall return all software media provided by Supra, which remains in Keyholder's possession, and shall delete all Software from all of Keyholder's personal computers and Phones.

8. REPRESENTATIONS AND COVENANTS Keyholder covenants and agrees:

a. If Keyholder allegedly or otherwise misuses the Service or any component thereof, including without limitation, use of the Service in violation of the User's Guide, and a third party brings an action against Organization and/or Supra relating to such misuse, Keyholder agrees to indemnify, defend and hold harmless Organization and/or Supra, 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 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 Organization and/or Supra in such proceeding.

b. **That neither Organization nor Supra shall 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. That 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 Organization and 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 or System within five (5) days after Keyholder receives written notice of such action.

e. That the access number locations may not correspond to local telephone company billing designations and therefore need to be carefully selected. Keyholder agrees that it shall be responsible for checking the access number with its local telephone company to make sure that the actual number selected is a local call for their calling plan.

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

9. DEFAULT

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

i. Keyholder's failure to pay, for any reason, any amount required under this License when due; or

ii. The commencement of either an involuntary or voluntary 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; provided, however, that the commencement of any involuntary case or proceeding will not be an Event of Default under this License if such case or proceeding is dismissed within sixty (60) days after it was commenced; or

iii. The failure by Keyholder to perform any obligation or act required under this License; or

- iv. The breach by Keyholder of any provision of this License.
- b. An Event of Default by Organization under this License will occur upon the termination for any reason of the Master Agreement between Organization and Supra.

10. RIGHTS AND REMEDIES

a. Upon the occurrence of an Event of Default by Keyholder, Organization may, at its sole option and without limitation or election as to other remedies available under this License 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 one or both of Keyholder's sub-licenses to use the Network and to use the Software;
- iii. Direct Supra to deactivate Keyholder's access to the Service or any component of the Service;
- iv. Require the deletion of all Software from all of Keyholder's personal computers and Phones; and/or
- v. Bill the Keyholder for any outstanding amounts owed under this License; and/or
- v. Take any and all actions necessary to collect all amounts currently due and owing under this License, 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 Organization in connection with the exercise of its rights and remedies under this License.

b. Upon the occurrence of an Event of Default by Organization or termination of this License, all of Keyholder's obligations under this License shall terminate, except that Keyholder shall be required to return all software media and/or Equipment provided by Organization which remains in the Keyholder's possession; to delete all Software from all of Keyholder's personal computers and Phones; and to pay Organization any outstanding amounts owed under this License or separate iBox Agreement.

c. If Organization deactivates the Service because of a default by Keyholder under this License, but does not otherwise terminate this License, 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 License and the reasonable costs and attorneys' fees incurred by Organization in connection with collecting under this License. After confirmation of the curing of such defaults and the receipt of payment of such amounts, Organization shall direct Supra to reactivate the Equipment within twenty-four (24) hours.

d. In the event that Organization 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 License, all reasonable costs and attorneys fees incurred by Organization in connection with collecting under this License. Keyholder expressly waives all rights to possession or use of the Service or the Equipment or any component thereof 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. Organization's failure or delay in exercising any right or remedy under this License shall not operate as a waiver thereof or of any subsequent breach or of such right or remedy. Organization's rights and remedies are cumulative, not exclusive, and no exercise of any remedy shall preclude the exercise of another remedy.

11. TERMINATION

a. Keyholder may terminate this License at any time as follows: (i) provide written notice of termination to Organization or its designee, and (ii) by returning all software media provided by Supra which remains in Keyholder's possession; deleting all Software from all of Keyholder's personal computers and Phones; and paying Organization any amounts owing prior to such termination any System Fees owing prior to such termination which remain unpaid. Upon termination, System Fees that would have become owing after the date of termination of this License are released and discharged by Organization.

b. Organization may terminate this License upon termination of the Agreement for any reason, including without limitation, a default by Organization under the Agreement or an upgrade of the Service by Organization. Upon termination, Keyholder shall be obligated to satisfy the obligations in Section 10(a).

c. In addition, Keyholder shall not be entitled to any refund of any unused portion of the System Fee for use of the Service previously paid.

12. ARBITRATION; LITIGATION Any controversy or claim arising out of or relating to this License shall be resolved by binding arbitration in accordance with the rules of the California Code of Civil Procedure, Section 1080 et. seq. The arbitration shall be conducted in Sacramento, California. The substantially prevailing party in any arbitration under this License shall be entitled to recover from the other as part of the arbitration award reasonable costs and fees including reasonable attorneys' fees. Any arbitration award may be enforced by a court of competent jurisdiction in accordance with applicable law. In the event legal action to enforce the arbitration award is necessary the substantially prevailing party shall be entitled to recover its costs and expenses, including reasonable attorneys' fee in such action and in any appeals therefrom or reviews thereof.

13. NOTICES All notices hereunder shall be sent by (i) hand-delivery, (ii) facsimile, (iii) certified mail, return receipt requested, postage prepaid, or (iv) overnight delivery service, to Keyholder at his/her preferred mailing address as shown in the records of Organization, to Organization at POB 340340, Sacramento, CA, 95834, or to such other address as a party shall 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, three (3) days after the day deposited in the mail; or one (1) day after the day deposited with an overnight delivery service.

14. GENERAL PROVISIONS

a. This License and the other documents referenced herein and/or executed and delivered by the parties in connection with this License constitute the entire agreement between Organization and Keyholder relating to the lease or license of Equipment and use of the Service.

b. Provided that Keyholder has returned to Organization all keys previously leased or licensed by Organization to Keyholder, all prior leases or licenses between Organization and Keyholder for such keys are terminated effective as of the parties' execution of this License.

c. This License shall be effective and binding when fully executed by both parties. This License may be executed in a number of counterparts, each of which will be deemed an original and when taken together shall constitute one agreement.

d. This License shall be amended or modified only by a written agreement signed by the parties.

e. 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.

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

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

h. This License shall be governed by the laws of the State of California.

i. Organization may at any time assign or transfer its interest in this License, in whole or in part, including, without limitation, Organization's right to administer the Service and to exercise any remedy here under, without notice to Keyholder.

j. This License shall be binding upon and inure to the benefit of Organization, and its successors and assigns, and Keyholder.

k. Time is of the essence with respect to all terms of this License.

IN WITNESS WHEREOF, the parties have caused this to be duly executed as of the date set forth in the preamble.

KEYHOLDER:

ORGANIZATION:

By: _____
Subscriber's Signature Date

By: _____
(METROLIST REPRESENTATIVE)

Print Name: _____

Home Street
Address: _____

Company Name: _____

Street: _____

City, State, Zip: _____

e-mail Address: _____

Phone Number: _____