



CONSOLIDATED MULTIPLE LISTING SERVICE

138 Westpark Boulevard, Columbia, South Carolina 29210

Phone (803) 799-7167 Fax (803) 256-8125

Email Support@ColumbiaMLS.com

Those eligible for membership in CMLS shall consist of Owners who are or who employ:

- (a) Brokers-in-Charge licensed pursuant to Chapter 57 of Title 40 of the South Carolina Code of Laws.**
- (b) Appraisers who are certified or licensed pursuant to Chapter 60 of Title 40 of the South Carolina Code of Laws.**

We appreciate your interest in becoming a Member of Consolidated Multiple Listing Service!

The application and supporting documents can be emailed/faxed for processing. An initiation fee of \$700 will be added to the account of the Broker-in-Charge and must be paid prior to the membership being active. Instructions will be given for paying online. Please contact us if a different form of payment is needed.

--A copy of the Broker-in-Charge or Appraiser License and Business License must be submitted, if required by town/city/county.

--Proof of E&O insurance must be submitted with application. If a Member does not have or maintain at least \$500,000 in Errors and Omissions insurance, it shall disclose that fact on the Listing Agreement and CMLS will include on all listings the expiration date of the Errors and Omissions Declarations Page (if any) on file with CMLS.

Written Agreement. Each listing submitted to CMLS by a Member, the Member shall have a written Listing Agreement with the property owner.

Prior to being granted access to the CMLS system for the purpose of information entry, an agent/representative or individual Members must attend and complete an introductory class on the use of the CMLS system and an orientation with a CMLS staff member (who is not a CMLS Member). New Members who previously worked as an agent/representative under another CMLS Member and had training in and access to the CMLS system need not repeat the introductory class and orientation. CMLS shall provide introductory classes/orientation no less frequently than once every two weeks, if needed.



**CONSOLIDATED MULTIPLE LISTING SERVICE
MEMBERSHIP APPLICATION**

Name of Corporate Entity: _____

DBA Name (if Applicable): _____

Name of Designated Member (Owner): _____

Name of Broker in Charge/Licensed Appraiser: _____

Principal Office Address:

Office Phone: _____ Office Fax: _____

Please indicate operating hours: _____

E-Mail Address for Company: _____

E-Mail Address for BIC/Appraiser:

If you have lived in the State of South Carolina for less than five years, list the States in which you have resided for the last 5 years. _____

Have you ever had a real estate license suspended, revoked or terminated by any governmental agency for any reason? Yes No. If so, describe the circumstances and state the agency involved.

Have you ever been convicted of a felony of any kind or any crime involving the property of others (whether a felony or not)? Yes No. If yes, please provide a description of the charge, the approximate date, the jurisdiction and the disposition.

Please specify reason(s) for joining Consolidated MLS _____

If the applicant is a corporation, partnership or other entity with more than one owner or principal provide the following information:

Entity Type: _____ Individual or Sole Proprietor _____ Corporation
Partnership _____ other entity (Describe _____)

No. of sales associates or appraisers

List below each individual who owns an interest in the Company and all individuals who are officers, partners or managing agents of the entity, with their respective interest or title.

Name <hr/> <hr/>	Interest and/or Title <hr/> <hr/>	Home Phone <hr/> <hr/>
Address <hr/> <hr/>	(%)	Work Phone <hr/> <hr/>
City _____ State _____ Zip _____		Other Phone <hr/> <hr/>
E Mail Address <hr/>	Date of Birth <hr/>	Drivers License No. <hr/>

Name <hr/> <hr/>	Interest and/or Title <hr/> <hr/>	Home Phone <hr/> <hr/>
Address <hr/> <hr/>	(%)	Work Phone <hr/> <hr/>
City _____ State _____ Zip _____		Other Phone <hr/> <hr/>
E Mail Address <hr/>	Date of Birth <hr/>	Drivers License No. <hr/>

Name <hr/> <hr/>	Interest and/or Title <hr/> <hr/>	Home Phone <hr/> <hr/>
Address <hr/> <hr/>	(%)	Work Phone <hr/> <hr/>
City _____ State _____ Zip _____		Other Phone <hr/> <hr/>
E Mail Address <hr/>	Date of Birth <hr/>	Drivers License No. <hr/>

Name <hr/> <hr/>	Interest and/or Title <hr/> <hr/>	Home Phone <hr/> <hr/>
Address <hr/> <hr/>	(%)	Work Phone <hr/> <hr/>
City _____ State _____ Zip _____		Other Phone <hr/> <hr/>
E Mail Address <hr/>	Date of Birth <hr/>	Drivers License No. <hr/>

For any additional individuals, provide the above information on a schedule attached to this application.

The undersigned certify that the information provided in this application is true, complete and accurate and acknowledge that if it is determined that any information provided is later determined to have been inaccurate, incomplete or untrue, in any material respect, membership in the corporation may be revoked by the Board of Directors.

The undersigned agree they have read and understands and will abide by the current By-Laws and Rules and Regulations of the CMLS, as they may be amended.

Submitted this _____ day of _____, 20____.

Signature	Signature	Signature
Print name	Print name	Print name
Title _____	Title _____	Title _____
Signature	Signature	Signature
Print name	Print name	Print name
Title _____	Title _____	Title _____

For an application for any business entity, all individuals listed on the preceding page must sign.

This application, along with all documents, may be faxed to 803-256-8125, emailed to support@columbiamls.com, mailed to CMLS, 138 Westpark Boulevard, Columbia, SC 29210 or may be returned in person to 138 Westpark Boulevard, Columbia, SC 29210

Questions? Call CMLS at 803-799-7167

Broker/Agent/Appraiser Price List

Quarterly Office Dues	\$ 160
This is paid by all Brokers/Appraisers in order to keep the company active.	
Ekey	\$ 161
This is paid by anyone who leases a KEY whether it be Broker, Agent or Appraiser. There is an additional \$40 application fee and a one time \$20 fee for the Clareity app which is a Mobile Authenticator \$20. Licensed Appraisers may only gain access to lockboxes by eKEY and must contact listing agent for CBS Code.	
Quarterly Agent No Key	\$ 161
This is for agent who wishes to only have access to the system with no key.	
Quarterly Assistant Fee	\$ 80
This is strictly for an agent assistant or non licensed appraiser with access to system only (no key access).	
Quarterly Lockbox Lease Per Lockbox	\$ 4
This is the lockbox lease fee per box. The initial lease per Lockbox is \$25 and if returned to the CML office, an amount of \$10 is refunded per lockbox.	

Billing

The CML sends out quarterly invoices on December 1st , March 1st, June 1st , September 1st. All payments are due back in the CML office by the last day of these months. If payment is not made by the 15th of the following month (January, April, July, October), keys and computer access are disconnected and a 10% late fee is due on any payment made after this date.

30 days late will result in an additional 10% late fee and demand letter that membership in CMLS (Member or designated representative) is in jeopardy if not brought current within 30 days. Broker will be sent a notice that listings will be withdrawn if not transferred to a member in good standing within 30 days.

60 days late – Member (or designated representative) is expelled from CMLS and a demand letter sent stating all leased equipment (access key and lockboxes) must be returned to the CMLS office. Reinstatement can only occur with payment in full, including all late fees plus a \$250 reactivation fee, even if that reactivation is with another company.

Broker-in-Charge/Licensed Appraiser, along with any other agents/appraisers/staff, who wish to have access to the system must sign all forms remaining in this packet, with the exception of the Key Lease Agreement, unless they wish to obtain an eKEY in which to show homes. Licenses Appraisers, with no real estate licenses, may only gain access to Lockbox by eKEY and must contact listing agent for CBS code.

Once the company has submitted an application for membership, agents/appraisers may attend training with BIC/Appraiser owner or at any training session after company becomes a member. Training sessions are held several times a month. All paperwork must be submitted to the CMLS office prior to training in order to be entered in the CMLS system and registered for a training session.

Dues for training/keypad are collected at the time of training and are prorated, if necessary. See the dues sheet for information on fees.



CONSOLIDATED MULTIPLE LISTING SERVICE
REQUEST FOR ACCESS
(NEW USER OR REACTIVATION)

All new users applying for access along with those requesting to reactivate with CMLS must submit the Company Representative Application. Only those licensed agents and licensed appraisers requesting keybox access need to complete the Key Lease Agreement.

All fees for new users are due at the time of initial training. If reactivating, please contact the CMLS office regarding fees that are due.

FEES:

ALL Licensed Agents or Licensed Appraisers (requesting keybox access)

\$40 Administration Fee (one time fee)

\$161 Dues for Quarter (this may also include additional prorated dues if activating mid-quarter)

Assistant Agent (online access only)

\$40 Administration Fee (one time fee)

\$80 Dues per Quarter (After initial fees are paid, recurrent dues will be billed to the agent's account.)

Administrative Staff for Company (online access only)

No Fees Due for Access

Keyboxes

Licensed agents may lease keyboxes from CMLS. These are Supra keyboxes and are the only keyboxes approved for use in CMLS.

\$25 Initial Lease Fee per Keybox

\$4 per box per quarter for continued lease (billed with quarterly dues)

\$94 fee per lost/stolen/damaged keybox

* An agent may qualify for an account credit if a keybox is returned and no longer needed on lease.

ALL keyboxes must be returned prior to an agent going inactive with CMLS.

Completed application can be faxed or emailed for processing. Upon receipt, a member of the CMLS staff will reach out to you to schedule your required New User Training.

Email to: Support@ColumbiaMLS.com

Fax to: 803-256-8125



CMMLS Use Only:
New / Reactivation
Class: Y/N
Class Date: _____
USER ID: _____

**CONSOLIDATED MULTIPLE LISTING SERVICE
COMPANY REPRESENTATIVE APPLICATION**
[Submit for every individual desiring access to the CMMLS system)

Name of Individual: _____

(First Name may be what you wish to be known as in CMMLS - Last Name must match license, if applicable.)

Were you ever previously registered with CMMLS? Yes No Date of Birth(MM/DD/YY): _____

Street Address: _____

City/State/Zip: _____

Mailing address (if different): _____

City/State/Zip: _____

Cell # _____ Home Phone #: _____

Email Address: _____ (Optional) 2nd Email: _____

Company to be represented: _____

Name of Broker in Charge/Licensed Appraiser: _____

Company Address: _____

City/State/Zip: _____

Office Phone: _____

CHECK ONE OF THE FOLLOWING AS IT PERTAINS TO YOU:

BROKER IN CHARGE: _____ STAFF/ADMIN FOR COMPANY: _____ LICENSED AGENT: _____

APPRAISER: _____ APPRENTICE APPRAISER: _____

Assistant to _____

ASSISTANT TO AGENT: _____ AGENT'S NAME: _____

If you are a licensed agent or appraiser (not apprentice) are you requesting keybox access? Yes No

Preferred 4-Digit PIN: _____

Do you currently have a Supra key associated with another MLS? (If yes, you will need to contact our office after your account has been activated so we may assist in adding a key to your Supra app.)

Yes, I have a Supra key associated with another MLS No, I do not have a Supra key associated with another MLS

The undersigned certify that the information provided in this application is true, complete and accurate and acknowledge that if it is determined that any information provided is later determined to have been inaccurate, incomplete or untrue, in any material respect, access to CMMLS may be revoked by the Board of Directors. Upon acceptance of this application by CMMLS, I understand and agree to abide by all CMMLS Bylaws and Operating Rules.

Submitted this _____ day of _____, 20_____

Broker/Appraiser Signature: _____ Applicant Signature: _____

Print Name: _____ Print Name: _____

IF YOU NEED A COPY OF THIS AGREEMENT FOR YOUR RECORDS, PLEASE MAKE A COPY.
ALL ATTACHMENTS ARE PART OF THIS AGREEMENT. READ THEM BEFORE SIGNING.

CMLS Key Lease Agreement

This Sub-Lease/License Agreement ("Agreement") is entered into by and between Consolidated Multiple Listing Service, Inc. ("CMLS") and Keyholder shown on page 4 of this Agreement on the date set forth therein.

Keyholder and CMLS agree as follows:

1. LICENSE AND LEASE

- a. **eKEY Professional or Basic Software.** If selected, CMLS grants to Keyholder, a limited non-exclusive, non-transferable, revocable sub-license for the Term to use the eKEY Professional or Basic Software (the "eKEY"). The eKEY enables Keyholder to obtain a current update code; open and perform other iBox functions; and upload property showing data. The eKEY is used with certain electronic devices ("Devices") approved by Supra. Supra may approve additional Devices during the term of the Agreement but does not provide any warranty of the performance of such Devices.
- b. **iBox BT LE.** If applicable, CMLS leases to Keyholder for the Term, and Keyholder agrees to lease, iBox BT LE units ("iBoxes"). In addition, CMLS grants to Keyholder (i) a limited non-exclusive, non-transferable, revocable sub-license to use the Network, which is necessary for the use and operation of the iBoxes for the Term and (ii) a limited, non-exclusive, nontransferable, revocable sub-license to use the software CMLS licenses from Supra for the Term.
- c. **Network.** CMLS grants to Keyholder (i) a limited non-exclusive, non-transferable, revocable sub-license to use the network (the "Network"), the use of which CMLS licenses from Carrier Fire & Security Americas Corporation ("Supra"), which is necessary for the use and operation of the eKEY ("Key") for the Term shown on page 4 of this Agreement and (ii) a limited, non-exclusive, nontransferable, revocable sub-license to use the software CMLS licenses from Supra (the "Software") for the Term.

2. SERVICE

- a. The Software, the equipment incorporated in the iBoxes (if applicable) ("Equipment"); Network; and KIM Database are collectively, "Service."
- b. Keyholder understands that, in order to make the Service available to Keyholder, CMLS and Supra entered into a Master Agreement that provides the terms under which Supra will provide the Service to CMLS. **Keyholder understands that, if the Master Agreement is terminated for any reason during the Term of this Agreement, the Service will no longer be available to Keyholder and this Agreement will terminate in accordance with Section 12 below. Keyholder agrees that, under the terms of the Master Agreement, CMLS may elect a different Service or choose to upgrade the Service at any time during the Term of this Agreement, which may result in an increase of the System Fee and/or the termination of this Agreement.** Except as the rights and obligations of Keyholder and CMLS under this Agreement may be affected as described in the two preceding sentences, the rights and obligations between Keyholder and CMLS with respect to the Service are governed solely by the terms and conditions of this Agreement. Keyholder understands that failure of CMLS to perform its obligations under the Master Agreement may detrimentally affect Keyholder's use of the Service.
- c. In the Master Agreement, Supra has reserved the right to discontinue any item of Equipment used in connection with the Service upon the provision of one (1) year prior written notice to CMLS. If Supra discontinues any item of Equipment, the Equipment leased and licensed hereunder shall continue to be completely compatible with and shall function with the Service. If the Equipment leased is lost, destroyed or damaged, CMLS may replace that Equipment with refurbished Equipment ("Replacement"), which shall be completely compatible with and shall function with the Service, and shall offer the same level of functionality as the Equipment currently offered.
- d. Keyholder agrees to comply with the Rules and Regulations relating to the use of the Service which are set forth in the User Guide and the Rules and Regulations of CMLS and/or its MLS system. By executing this Agreement, Keyholder agrees to maintain the security of the personal identification number of each piece of Equipment to prevent the use of the Equipment by unauthorized persons. Keyholder further agrees that neither the Service, nor any other Supra product used in connection with the Service (including the Equipment), is a security system. The Service is a marketing convenience key-control system, and as such, any loss of Equipment 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.

3. TERM This Agreement shall commence on the date set forth in the signature block and have a term ("Term") through the date shown on page 4, unless terminated earlier or extended pursuant to the provisions of this Agreement.

4. PAYMENTS

- a. **DURING THE TERM OF THIS AGREEMENT, KEYHOLDER SHALL PAY TO CMLS A FEE FOR THE RIGHT TO USE THE SERVICE PLUS APPLICABLE TAX (THE "SYSTEM FEE"). SUCH SYSTEM FEE SHALL BE DETERMINED BY CMLS. KEYHOLDER SHALL BE ENTITLED TO TERMINATE THIS AGREEMENT IN ACCORDANCE WITH THE PROVISIONS CONTAINED IN SECTION 12.**

b. Keyholder shall pay the System Fee determined by the CMLS upon entering this Agreement and shall pay the System Fee for all subsequent years as directed by the CMLS.

c. CMLS reserves the right to: (i) increase the System Fee annually, (ii) charge a key activation fee, (iii) charge a late fee for any System Fee that is not paid as directed by the CMLS, and (iv) charge a fee for any payment that is returned unpaid or for insufficient funds or credit.

d. EXCEPT AS OTHERWISE PROVIDED HEREIN, KEYHOLDER'S OBLIGATION TO MAKE PAYMENTS TO OR AT THE DIRECTION OF CMLS 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 OR FOR LOSS OR DAMAGE OF OR TO THE SERVICE OR THE EQUIPMENT OR ANY REPLACEMENTS.

5. TITLE AND USE The Service, including all its components, and the Equipment (except iBoxes), are and shall at all times remain the property of Supra. All additions and upgrades to the Software shall become part of the Software and shall, without further act, become the property of Supra. The Software and all applicable rights in patents, copyrights, trade secrets, and trademarks, are and shall at all times remain the property of Supra.

6. RISK OF LOSS; RETURN OF EQUIPMENT

a. No loss, damage or destruction to the Equipment shall relieve Keyholder of any obligation under this Agreement, except to the extent any such loss, damage or destruction is directly caused by the negligence of CMLS. Replacements may be refurbished Equipment.

b. At the expiration of the Term, Keyholder, at Keyholder's expense and risk, shall immediately return or cause the return to CMLS to such location as CMLS shall specify, all Software and any components included within the Service that have been leased or licensed to Keyholder pursuant to this Agreement. The components used in connection with the Service shall be returned in good condition, repair and working order, ordinary wear and tear excepted.

7. 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 CMLS and/or Supra relating to such misuse, Keyholder agrees to indemnify, defend and hold harmless CMLS 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 CMLS and/or Supra in such proceeding.

b. **That neither CMLS 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 CMLS 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 within five (5) days after Keyholder receives written notice of such action.

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

8. 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 fifteen (15) days after the date that such payment is 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 Agreement if such case or proceeding is dismissed within sixty (60) days after it was commenced.

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

9. RIGHTS AND REMEDIES

a. Upon the occurrence of an Event of Default by Keyholder, CMLS 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) terminate this Agreement and demand the return of any Equipment and Software to CMLS; (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) bill the Keyholder for any outstanding amounts owed under this Agreement, including any applicable liquidated damages for the failure to return the Equipment; and/or (v) 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 CMLS in connection with the exercise of its rights and remedies under this Agreement.

b. Upon the occurrence of an Event of Default by CMLS or termination of this Agreement, all of Keyholder's obligations under this Agreement shall terminate, except that Keyholder shall be required to return the Equipment and Software to CMLS and to pay CMLS any outstanding amounts owed under this Agreement, including any damages for the failure to return the Equipment and Software.

c. If CMLS 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 CMLS in connection with collecting under this Agreement. After confirmation of the curing of such defaults and the receipt of payment of such amounts, CMLS shall direct Supra to reactivate the Equipment within twenty-four (24) hours.

d. In the event that CMLS 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 CMLS in connection with collecting under this Agreement. 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. CMLS'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. CMLS's rights and remedies are cumulative, not exclusive, and no exercise of any remedy shall preclude the exercise of another remedy.

10. 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 fail to agree on the location of the arbitration within thirty (30) days after either party requests arbitration, the arbitration shall be conducted in the city where CMLS is located; 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 attorney's 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 attorney's fees in such action or any appeals.

11. 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 the party being notified 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, three (3) days after the day deposited in the mail; or one (1) day after the day deposited with an overnight delivery service.

12. TERMINATION

- a. Keyholder may terminate this Agreement at any time by returning the Equipment and Software to CMLS and paying CMLS any amounts owing prior to such termination, including (i) any applicable damages for the failure to return the Equipment and Software as set forth in Section 6(a) hereof, and (ii) 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 Agreement are released and discharged by CMLS.
- b. CMLS may terminate this Agreement upon termination of the Master Agreement for any reason, including without limitation, a default by CMLS under the Master Agreement or an upgrade of the Service by CMLS. Upon termination, Keyholder shall be obligated to satisfy the obligations 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, Keyholder agrees to pay to CMLS, as liquidated damages for such failure to return the Equipment, the amount set forth in Section 6(a).
- d. 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.

13. WARRANTY The Equipment and Software are warranted by Supra against defects in workmanship and/or materials, to be fit for the intended purpose and to conform in all material respects to its written specifications for the term of the Agreement. Supra shall, without charge, repair or replace such defective or nonconforming component for the term of the Agreement. Keyholder must return any defective system component under warranty to CMLS at Keyholder's sole cost and expense and CMLS shall provide all repaired or replacement Equipment to Keyholder. This warranty does not extend to any damage caused by accident, abuse, neglect or misuse of system components. Keyholder agrees to cooperate with CMLS and Supra by performing diagnostic tests provided to Keyholder when Keyholder initially seeks warranty service.

14. GENERAL PROVISIONS

- a. This Agreement constitutes the entire agreement between CMLS and Keyholder relating to the Agreement of Equipment and use of the Service.
- b. Provided that Keyholder has returned to CMLS all keys previously leased by CMLS to Keyholder, all prior leases between CMLS and Keyholder for such keys are terminated effective as of the parties' execution of this Agreement.
- c. 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.
- d. 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.
- e. All agreements, representations and warranties contained in this Agreement shall survive the expiration or other termination of this Agreement.
- f. If any provision of this Agreement is unenforceable, such unenforceability shall not affect the enforceability of the remaining provisions of this Agreement.
- g. This Agreement shall be governed by the laws of the State in which CMLS is located.
- h. This Agreement shall be binding upon and inure to the benefit of CMLS, and its successors and assigns, and Keyholder and its permitted successors and assigns.

This is a legal document. Execution of this Agreement, including the preceding 3 pages in addition to this page, shall obligate the parties to perform as provided herein.

Sub-Lease/License Agreement – Page 4

Consolidated Multiple Listing Service, Inc.

SIGNATURES:

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

For Keyholder:

Signature: _____

Printed Name: _____

Company: _____

Mailing Address: _____

City, State, & Zip Code: _____

Email Address: _____

Phone Number: _____

Date: _____

License #: _____

For CMLS:

By: _____

Title: _____

TERM OF AGREEMENT:

The term of this Agreement commences on the date set forth in the signature block and ends on **November 12, 2025** unless terminated earlier as provided in Section 12 of the Agreement.

LEASED AND LICENSED PRODUCT INFORMATION:

Returned Key Serial #: _____

New Key Serial #: eKEY Basic Software: _____

eKEY Professional Software: _____

SUBJECT: Antitrust Policy

STANDARD: Antitrust and competition laws aim to protect the competitive free enterprise system. Consolidated Multiple Listing Service (“CMLS”) is committed to competing fairly and vigorously and supports its members in competing fairly and vigorously. The antitrust and competition laws are complex and cover a range of issues such as price fixing, bid rigging, market allocation, mergers and acquisitions, joint ventures and relationships with vendors. This Policy does not attempt to address every possible activity that may involve the antitrust and competition laws; rather, this Policy speaks to general antitrust issues and identifies, via the attached “Rules of the Road,” some of the most common issues that create potential antitrust concerns. CMLS intends to comply with all laws applicable to its operations, including the antitrust laws, and accordingly, an appropriate antitrust policy is consistent with this philosophy.

PURPOSE: To establish guidelines for antitrust compliance.

DATE ADOPTED: June 6, 2024

POLICY

1. All CMLS members, users, employees and persons acting on behalf of CMLS must personally comply with the antitrust laws. CMLS will not condone any conduct which constitutes a violation of the antitrust laws. Violation of CMLS's antitrust policy by any CMLS member, user, employee or person acting on behalf of CMLS may result in loss of employment with CMLS or immediate termination from CMLS.
2. As a member owned organization that has been facilitating the listing and sale of real estate in the Midlands area of South Carolina for more than 45 years, CMLS supports its member companies and their affiliated agents in delivering high quality, professional real estate services to their clients. CMLS's procompetitive purposes include providing accurate, up to date information about real estate listings so that buyers and sellers can make informed decisions.
3. Recognizing that some CMLS members may be actual or potential competitors, CMLS believes it is prudent to identify basic antitrust considerations that may apply to CMLS and its members via the “Rules of the Road” which are attached and incorporated by reference.
4. Each CMLS member, user, employee or person acting on behalf of CMLS must agree to abide by this policy and the “Rules of the Road” which are attached and incorporated by reference by signing below.
5. Any CMLS member, user, employee or person acting on behalf of CMLS who has questions about the application of the antitrust laws to past, present or future conduct of CMLS should consult with CMLS's President, who will consult with CMLS's antitrust counsel.

CONSOLIDATED MULTIPLE LISTING SERVICE (CMLS)
"RULES OF THE ROAD"
FOR MEETINGS

CMLS is a membership organization that adheres to all laws applicable to its operations, including the antitrust laws. CMLS also expects its members, employees and users to adhere to the antitrust laws. As an organization, CMLS has many procompetitive purposes, including ensuring that buyers and sellers of real estate have accurate information so they can make informed decisions. CMLS has no role whatsoever in setting, adopting, or recommending commissions; commissions are strictly a matter between individual brokers and their clients.

Recognizing that members and users of CMLS may be actual or potential competitors, here are some important guidelines to keep in mind as members and users interact with each other at CMLS meetings and in other situations where CMLS members and users interact with each other and other industry stakeholders.

"DON'TS"

- **Don't** talk about subjects that are outside the scope of CMLS's legitimate purposes. Example: no need to discuss potential new geographic areas your business might enter or changes in commission structure your business might implement. If you're in doubt about whether to talk about something, the safest course is not to talk about it, and to get legal advice.
- **Don't** discuss your business's current or future commission structures, salaries and benefits of people your business employs, hiring decisions, marketing plans or strategic planning decisions. Examples of things you should not discuss at meetings: "We're holding salaries flat next year." "We won't poach your agents if you agree not to poach ours." "We encourage everyone to stick with a 6% commission structure." "We'll agree not to advertise in Location A if you agree not to advertise in Location B."
- **Don't** discuss your business's intentions, plans, strategies or opinions with regard to vendors you do business with outside of CMLS and **don't** discuss your business's contracts with vendors you do business with outside of CMLS. Example: no need to state that you will not buy products or services from ABC Business, and suggest to others that they should also not do business with ABC Business.
- **Don't** develop a commission structure with other CMLS members. Note: this doesn't mean that buyer and seller agents can't negotiate commissions with each other for specific transactions. What we mean is that individual businesses can't agree with each other about a commission structure, *i.e.*, Firm A and Firm B can't agree that they will only offer buyer agents 2%.
- **Don't** use words like dominate, control, monopoly, leverage, crush, kill, eliminate, wipe out or destroy when discussing CMLS or your business relative to the competition. Example: no need to say that participating in CMLS will allow its participants to dominate or control a market, or that if XYZ Business is not allowed to join CMLS, it will be placed at a serious competitive disadvantage.

"DO'S"

- **Do** have a written agenda for meetings, and do have an antitrust attorney review the agenda before it is distributed to the participants.
- **Do** stick to the agenda.
- **Do** keep the discussions focused on matters that are part of CMLS's legitimate purpose. For example, there is nothing wrong about CMLS leadership discussing potential legislation or legal developments with CMLS members, explaining how that legislation or legal development could affect the membership, and advising on a potential course of action regarding the legislation or legal development.
- **Do** keep detailed minutes of meetings and have an antitrust attorney review those minutes. If any other documents are created for or as a result of these meetings (PowerPoints, memos, etc.) have an antitrust attorney review them.
- **Do** continue to reach all business decisions (which pertain to solely to your business) unilaterally.
- **Do** be mindful that even seemingly innocent interactions (*e.g.*, you run into a competitor at a social function) can be taken out of context to suggest that there is a "conspiracy."
- **Do** be mindful that "nothing is off limits" in terms of information that can potentially be required to be produced in a government investigation or a civil antitrust lawsuit. This means emails, voice mails, text messages, computer hard drives (both home and business), cell phone, your expense reports, personal and business telephone records, etc.
- **Do** protect yourself and your business if you find that a meeting strays from the legitimate purpose of CMLS. Example: you're at a CMLS meeting, and somebody pulls you aside to talk about staying out of each other's territories. Stop the conversation immediately and if possible, make sure others see you exit the conversation. **Do** let CMLS leadership know so that they can contact counsel to evaluate possible next steps.