

THIS CONTENT LICENSE AGREEMENT (“Agreement”), together with the Content License Terms & Conditions (as may be updated from time to time) located at [data.recolorado.com/forms/](http://data.recolorado.com/forms/), is entered into on by and between the undersigned PARTICIPANT, having a principal place of business as set forth below (“PARTICIPANT”), and METROLIST, INC., DBA REcolorado a Colorado corporation having a principal place of business at 6455 S. Yosemite St., Suite 500, Greenwood Village, CO 80111 (“RECOLORADO”). This Agreement is a supplement to and is subject to and governed by the Participation Agreement between PARTICIPANT and RECOLORADO. This Agreement will be effective as of the date the last signing party executes this Agreement (the “Effective Date”).

PARTICIPANT (please print): \_\_\_\_\_

Address: \_\_\_\_\_ (“PARTICIPANT”).

**1. PARTICIPANT IS LICENSED TO USE THE FOLLOWING SELECTED MLS DATA TYPES WHICH COLLECTIVELY COMPRISE THE MLS CONTENT:**

**IDX CONTENT LICENSING (Broker Website)**

License to the Internet Data eXchange (“IDX”) Database for use and partial display in connection with an Internet website owned and operated by PARTICIPANT.

Fields for public display with large photo

Fields for public display plus largest photo (highest resolution available)

**VOW**

License to MLS Content for display in connection with an Internet website identified in Exhibit A as “VOW” owned by PARTICIPANT (“VOW” regardless of whether PARTICIPANT itself or a third party service provider to PARTICIPANT operates the website). The license of MLS Content for use on PARTICIPANT’s VOW is further subject to the requirements in Exhibit D attached hereto and made a part hereof, to the Virtual Office Website rules as found in the MLS Rules and Regulations of RECOLORADO, Section 16, as well as any other rules pertaining to the proper use of Listings in the MLS Rules and Regulations, as amended from time to time by RECOLORADO.

Data Option:  Full Content

Full Content with largest photo (highest resolution available)

**OFFICE INVENTORY CONTENT LICENSING (public display)**

License to PARTICIPANT’s Listing content to be used on PARTICIPANT’s behalf and at PARTICIPANT’s direction.

Fields for public display with large photo

Fields for public display with largest photo (highest resolution available)

- CONTENT LICENSING (not for public display)** [i.e. back office transaction management for internal Brokerage use]

License to the MLS CONTENT fields for use in conducting the PARTICIPANT's internal real estate brokerage business for its own internal use, and not for display or redistribution to any third party.

- Standard data fields excluding Agent/Office Resource with large photo
- Standard data fields including Agent/Office Resource with largest photo (highest resolution available)
- All data fields with large photo
- All data fields including with largest Photo (highest resolution available)

**2. SIGNATURES.** The parties, by the signatures of the officers below, warrant that they have authority to enter into this Agreement. Consent to this Agreement is evidenced by the signatures of the parties, which may be executed in counterparts, each of which shall be deemed an original, and all counterparts and originals shall constitute one Agreement. Facsimile and email signatures shall be effective as originals.

**3. EXHIBITS.** All Exhibits selected below and attached hereto and incorporated hereunder by reference shall be a part of this Agreement and binding on VENDOR.

- EXHIBIT A – Participant Use of MLS Content
- EXHIBIT B – Participant Fee Schedule
- EXHIBIT C – IDX Disclaimer at [data.recolorado.com/forms/](http://data.recolorado.com/forms/)
- EXHIBIT D – VOW Disclaimer at [data.recolorado.com/forms/](http://data.recolorado.com/forms/)
- EXHIBIT E – Participant Security Document

I CERTIFY that the following information furnished by me is true and correct and that I agree to the terms and conditions of this Agreement.

PARTICIPANT (please print): \_\_\_\_\_

OFFICE NAME (please print): \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_ FAX: \_\_\_\_\_

Email: \_\_\_\_\_

By (signature): \_\_\_\_\_ Date: \_\_\_\_\_

Participant Website URL: \_\_\_\_\_

***PARTICIPANT/Technical contact Information***

PARTICIPANT/Technical contact name (please print): \_\_\_\_\_

PARTICIPANT/Technical contact phone number: \_\_\_\_\_

PARTICIPANT/Technical contact email: \_\_\_\_\_

Additional PARTICIPANT/Technical contact name (please print): \_\_\_\_\_

Additional PARTICIPANT/Technical contact phone number: \_\_\_\_\_

Additional PARTICIPANT/Technical contact email: \_\_\_\_\_

METROLIST, INC., DBA RECOLORADO  
6455 S. Yosemite St., Suite 500  
Greenwood Village, CO 80111  
(303) 850-9576

**PARTICIPANT**

**METROLIST, INC., DBA RECOLORADO**

By: \_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_  
Printed Name

**Brandon Brancato**  
\_\_\_\_\_  
Printed Name

Its: \_\_\_\_\_

Its: VP & CFO