

THIS MEDIA PROVIDER LICENSE AGREEMENT (“**Agreement**”) dated _____ (“**Effective Date**”), between METROLIST, INC., DBA RECOLORADO, a Colorado corporation having a principal place of business at 6455 South Yosemite Street, Suite 500, Greenwood Village, CO 80111 (“**REcolorado**”), and _____ having its principal place of business at _____ (“**Company**”).

RECITALS

- A. REcolorado is a multiple listing service (“**MLS**”) serving the greater Denver Metropolitan area in Colorado, which service includes the operation of a public-facing, web-based real estate listing search tool (the “**Website**”).
- B. Company is engaged in the business of offering media related products and/or services related to the real estate and ancillary industries.
- C. The Website allows for the submission of certain types of Digital Media (as defined below) by third-party service providers via a media entry system built into the Website (the “**System**”). The System includes access to both the testing and production environments of the Website.
- D. Company desires to submit Digital Media to the Website via the System for incorporation into the MLS Content (as defined below) and to allow REcolorado to use the Digital Media in connection with its business and REcolorado desires to grant Company such access and use of the System, all in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the Recitals, and in further consideration of the mutual covenants and promises contained herein, and other good and valuable consideration between the parties, the receipt of which is hereby acknowledged, each of the parties signing this Agreement has agreed to enter into, execute and perform this Agreement and the various acts expressed herein, and AGREES as follows:

DEFINITIONS

“**Confidential Information**” means all information regarding a party’s business, including, without limitation, technical, marketing, financial, employee, planning, and other confidential or proprietary information, disclosed under this Agreement, that is clearly identified as confidential or proprietary at the time of disclosure or that the receiving party knew or should have known, under the circumstances, was considered confidential or proprietary. Confidential Information includes information derived from or concerning the System and the terms of this Agreement.

“**Digital Media**” means any digital content uploaded to the Website via the System, including virtual tours, still photography, renderings, 3D modeling and like digital visual or audio media.

“**MLS Content**” means the compilation of listings data and associated media maintained by REcolorado on the Website.

“**REcolorado Licensee**” means any user having access to the MLS Content through membership or a content license agreement.

I. LICENSES

A. LICENSE GRANTS.

1. Provided Company is in full compliance with the terms of this Agreement, REcolorado hereby grants to Company a non-exclusive, non-transferable, non-sublicensable, revocable license (“**License**”) to access and use the System during the Term (as defined in Section VIII) for the sole purpose of uploading Digital Media for inclusion in listings within the MLS Content.
2. Company hereby grants to REcolorado a fully-paid, royalty-free, non-exclusive, transferable, worldwide, perpetual, sublicensable license to use, distribute and modify the Digital Media in connection with the Website and the System and to incorporate the Digital Media into the MLS Content for distribution and sale.

B. UNAUTHORIZED USE.

1. Company shall not use the System for any purpose other than that set forth in Subsection (A) of this Section I without the prior written consent of REcolorado. Company shall not access or use the System or the MLS Content through the account or logins of, or license granted to, any other REcolorado Licensee unless expressly so authorized under the terms of a separate written agreement between Company, REcolorado, and such REcolorado Licensee.
2. If the Digital Media includes hyperlinks that are to be embedded into the MLS Content, Company shall ensure that the destination of such hyperlinks only direct users of the Website to a digital virtual tour of the property applicable to the specific MLS Content in which the hyperlink is embedded. Company shall not (and shall ensure that no third party will) use any hyperlinks to direct users of the Website to any other type of content other than aforementioned digital virtual tours, including, but not limited to, any broker website, lender website, social media website (e.g., Instagram, Facebook, etc.), or any other type of website or content deemed inappropriate by REcolorado in its sole discretion.

3. Company shall not: (a) license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, time share, operate as a service bureau or managed service, or otherwise commercially exploit or make the System or any MLS Content available to any third party; (b) modify, copy, adapt, alter, translate or create derivative works of the System or the MLS Content; (c) frame or mirror any MLS Content or any other content forming part of the System; (d) reverse engineer, decompile or disassemble the System or Website (or otherwise attempt to derive the source code for the System or Website); (e) knowingly take any action that would cause the MLS Content to be placed in the public domain; (f) remove, alter, or obscure any proprietary notices of REcolorado, its licensors or supplier included in the System or MLS Content; (g) send spam or otherwise duplicative or unsolicited messages in violation of applicable laws via the System; (h) display, send or store infringing, obscene, threatening, libelous, or otherwise unlawful or tortious material, including material that is harmful to children or violates third-party privacy rights; (i) send or store any virus or malicious code; (j) interfere with or disrupt the integrity or performance of the System, Website or the MLS Content; (k) access the System or the Website in order to (i) build a competitive product or service, or (ii) copy any ideas, features, functions or graphics of the System or Website; or (l) attempt to gain unauthorized access to the System, Website or its related systems or networks.
- C. **COMPANY RESPONSIBILITIES.** Company is responsible for all activities that occur under its login information and for compliance with this Agreement by any user of its login information. Company shall:
1. have sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Digital Content;
 2. use commercially reasonable efforts to prevent unauthorized access to, or use of, the System via its login information, and notify REcolorado promptly of any such unauthorized access or use; and
 3. comply with all applicable local, state, federal and foreign laws in using the System.

II. OWNERSHIP

- A. REcolorado retains all right, title and interest in and to the MLS Content, the Website, the System, all software, proprietary information and technology used by REcolorado or provided to Company in connection with the System and the Website and all intellectual property rights associated with the foregoing (the “**REcolorado Property**”). Other than the License granted in Section I, no other license or rights in the REcolorado Property are granted to the Company.

Company hereby irrevocably grants and assigns to Company all right, title and interest in and to any features, functionality, technology and intellectual property rights that are incorporated into or associated the System or Website as a result of any Company suggestions, requests, recommendations or other feedback.

- B. Company retains all right, title and interest in and to the Digital Media and all intellectual property rights associated therewith. Other than the license granted to REcolorado in Section I, no other license or rights in the Digital Media are granted to REcolorado.

III. ACCESS

- A. **EQUIPMENT.** Company is responsible for selecting, obtaining and configuring all computers, telecommunications connections, and computer hardware and software that may be necessary or useful for accessing and using the System.
- B. **ACCESS CODES.** REcolorado shall provide Company with one or more Company identification codes to access the System.
- C. **HOSTING MEDIA.** If the Digital Media includes hyperlinks incorporated into the MLS Content, Company shall be responsible for hosting the digital virtual tours at the destination of the hyperlink on Company's servers (or its third-party vendor's servers). Company shall ensure that any such digital virtual tour at the destination of the hyperlink complies with all requirements of this Agreement, including the requirement that such content be free of viruses or malicious code. REcolorado will display the hyperlink embedded by Company in the MLS Content. All other Digital Media will be hosted by REcolorado subject to the terms and conditions of this Agreement.
- D. **INTERNET ACCESS.** Unless modified by REcolorado pursuant to Subsection (E) of this Section III, Company may access the System through the Internet at any time subject to any downtime for routine maintenance or emergencies. REcolorado will provide Company with a copy of the System login sequence.
- E. **ACCESS MEANS.** REcolorado reserves the right to modify the method, means, or times of accessing the System or to modify the form of the System. In the event of an anticipated significant change, as determined in the sole discretion of REcolorado, REcolorado shall use commercially reasonable efforts to provide Company with written notification at least fourteen (14) days prior to the date on which the change is scheduled to occur. REcolorado makes no warranties regarding changes made to the System. REcolorado shall not be responsible for any failure or delay in notifying Company and shall not be liable for any damages (direct, indirect, consequential or otherwise) that Company may incur for any failure or delay in notifying Company of any changes to the System.

IV. DIGITAL MEDIA

- A. Company shall ensure that Digital Media entered in the System comply with the following provisions at all times:
1. **NO LINKS.** Digital Media shall contain no hyperlinks (other than those permitted by Section I(B)(2), gateways, or integrated applications, that may be displayed, viewed, heard, accessed, or otherwise encountered, without the express written consent of REcolorado.
 2. **NO VIOLATION.** Company will not provide, post or transmit through the System or store in the System any Digital Media that infringes, misappropriates or violates, or would cause Company or REcolorado to be in violation of, any third-party intellectual property rights, publicity/privacy rights or any governmental directives, orders, laws or regulations.

V. RECOLORADO DISCLAIMERS

- A. THE SYSTEM IS PROVIDED TO COMPANY WITHOUT WARRANTY OF ANY KIND AND ON AN “AS-IS” BASIS. RECOLORADO EXPRESSLY DISCLAIMS ALL WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT OF THIRD-PARTY RIGHTS. RECOLORADO DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE SYSTEM WILL MEET COMPANY’S REQUIREMENTS, OR THAT THE OPERATION AND RESULTS OF THE SYSTEM WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE SYSTEM WILL BE CORRECTED. THE ENTIRE RISK AS TO THE RESULTS AND PERFORMANCE OF THE SYSTEM IS ASSUMED BY COMPANY. FURTHERMORE, RECOLORADO DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE SYSTEM OR RELATED DOCUMENTATION IN TERMS OF CORRECTNESS OR ACCURACY, RELIABILITY, CURRENTNESS OR OTHERWISE. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY RECOLORADO OR ITS AUTHORIZED REPRESENTATIVES SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF THIS WARRANTY. RECOLORADO SHALL NOT BE RESPONSIBLE FOR OR ISSUE CREDITS OR REFUNDS FOR ANY FAILURE OR DELAY IN ACCESSING THE SYSTEM FOR ANY REASON.

VI. PAYMENT

- A. INITIAL AND ONGOING CHARGE. On the Effective Date, Company shall pay REcolorado the Account Establishment Fee in the amount set forth in REcolorado's current Company Fee Schedule (attached hereto as Exhibit A and made a part hereof), and shall be assigned a unique and confidential login. All other fees and charges payable by Company on an ongoing basis hereunder are identified and set forth in the Company Fee Schedule. All amounts payable by Company hereunder, including all fees, costs and charges itemized in the Company Fee Schedule and identified anywhere in this Agreement or the Exhibit(s), including any late fees and all applicable taxes, are hereinafter collectively referred to as "**Charges**". No portion of Charges, once incurred, may be reversed, refunded, or credited to another party's account.
- B. COMPANY FEE SCHEDULE. Exhibit A to the Agreement sets forth REcolorado's Company Fee Schedule in effect on the Effective Date. REcolorado may modify and update the Company Fee Schedule at any time by providing thirty (30) day prior notice to Company, which may be given in any manner, including by email, facsimile or notice posted on REcolorado's website.
- C. INVOICES AND PAYMENTS. Unless otherwise provided in this Agreement, Company will be billed on a monthly basis for all Charges incurred under Company's login information. Company shall pay all amounts invoiced in full upon receipt of such invoice. Any amount not paid within thirty (30) days of its due date shall incur a late fee of \$15.00 and finance charges in the amount of one and one half percent (1.5%) per month or the highest rate allowed by law, if lower, on the overdue amount until paid in full. Failure to timely pay invoices in full shall entitle REcolorado to suspend Company's access to the System and/or terminate this Agreement.
- D. REINSTATEMENT FEE. If this Agreement or any portion of products, services, or licenses provided by REcolorado to Company hereunder is terminated or suspended at any time due to Company's noncompliance with this Agreement or its election to terminate or suspend this Agreement, REcolorado may, in addition to any other remedy it has under this Agreement and applicable law, require Company to pay a Reinstatement Fee in the amount set forth on the Company Fee Schedule before Company may apply for any reinstatement or resumption of this Agreement.
- E. COLLECTION COSTS. In addition to all other amounts payable by Company to REcolorado under this Agreement, Company shall pay all costs, expenses, fees, and damages incurred by REcolorado to enforce payment or other compliance with this Agreement, including, without limitation, court and collectors' costs and fees and reasonable attorneys' fees.

VII. CONFIDENTIALITY

- A. The receiving party agrees that it will not use or disclose to any third party any Confidential Information of the disclosing party, except as necessary to fulfill its obligations under this Agreement or as expressly permitted under this Agreement. The receiving party will limit access to the Confidential Information to those who have a need to know such information to perform their duties under this Agreement and are bound by obligations of confidentiality at least as restrictive as those in this Agreement. The receiving party will protect the disclosing party's Confidential Information from unauthorized use, access, or disclosure in a reasonable manner. Upon termination of this Agreement, the receiving party will return to the disclosing party or destroy all copies of the Confidential Information. The restrictions on use and disclosure of Confidential Information set forth above will not apply to any Confidential Information which (a) is or becomes a part of the public domain through no act or omission of the receiving party, (b) was in the receiving party's lawful possession prior to the disclosure, as shown by the receiving party's competent written records, or (c) is independently developed by the receiving party. The receiving party may disclose Confidential Information to the extent that such disclosure is required by law or by the order of a court or similar judicial or administrative body.

VIII. TERM AND TERMINATION

- A. This Agreement shall become effective on the Effective Date, and shall remain in full force and effect for one (1) year ("**Initial Term**"). Thereafter this Agreement shall automatically renew for successive thirty (30) day terms (each a "**Renewal Term**" and together with the Initial Term, the "**Term**"). Notwithstanding the foregoing, this Agreement may expire or be terminated as follows:
1. Either party may elect not to renew this Agreement without cause by providing written notice to the other thirty (30) days prior to expiration of the Initial Term, or fifteen (15) days prior to any Renewal Term.
 2. REcolorado may without prior notice to Company, suspend Company's access to the System if, in REcolorado's reasonable judgement, doing so would protect the security and integrity of the MLS Content, the System or related services, or would prevent Company's breach of this Agreement.
 3. REcolorado may terminate this Agreement at any time by written notice to Company in event of a breach or threatened breach of this Agreement.

4. Termination of this Agreement for Company's breach shall also be grounds for termination by REcolorado of any other agreement between REcolorado and Company.
- B. In no event shall Company be entitled to any refunds, credits, or setoffs under this Agreement. Company's sole remedy for any breach of this Agreement by REcolorado shall be to give notice of breach to REcolorado, permit REcolorado to cure such breach, and if and only if such breach remains uncured for thirty (30) days, terminate this Agreement.
 - C. Nothing herein shall obligate REcolorado to renew this Agreement or to reinstate this Agreement or any other agreement with Company after termination or suspension of this Agreement.

IX. Limitation of Liability

EXCEPT AS SET FORTH IN THIS SECTION IX, TO THE EXTENT PERMITTED BY LAW, IN NO EVENT SHALL RECOLORADO BE LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OR LOST PROFITS OR LOST DATA IN ANY WAY RELATING TO THIS AGREEMENT. IN NO EVENT SHALL RECOLORADO'S AGGREGATE, CUMULATIVE LIABILITY ARISING OUT OF OR IN ANY WAY RELATING TO THIS AGREEMENT EXCEED THE AMOUNT OF FEES ACTUALLY RECEIVED BY RECOLORADO FROM COMPANY DURING THE SIX (6) MONTHS PRECEDING THE CLAIM. THE PARTIES WOULD NOT HAVE ENTERED INTO THIS AGREEMENT BUT FOR SUCH LIMITATIONS.

X. INDEMNIFICATION

Company shall indemnify, defend, and hold harmless REcolorado and any of its affiliates, parents, officers, directors, employees, and agents ("**REcolorado Indemnities**") against and from any and all third party claims, lawsuits, costs, liabilities, judgments, damages, and expenses (including attorney's fees) related to any claim or action against REcolorado Indemnities (i) brought by a third party alleging that the Digital Media or REcolorado Indemnities' possession or use of the Digital Media infringes, violates, or misappropriates the intellectual property rights or other rights of such third party or (ii) otherwise arising out of any breach of this Agreement by Company; provided, that REcolorado Indemnities (A) promptly gives written notice of the claim to Company (provided that failure to provide prompt notice shall only relieve Company of its indemnity obligations to the extent Company is prejudiced by such failure); (B) gives Company sole control of the defense and settlement of the claim (provided that Company may not settle or defend any claim unless it unconditionally releases REcolorado Indemnities of all liability); and (C) provides to Company, at Company's cost, all reasonable assistance.

XI. GENERAL

- A. Company may not assign this Agreement or any right arising hereunder, in whole or in part. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors, and assigns.
- B. The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties.
- C. This Agreement will be governed by and construed in accordance with the laws of the state of Colorado, without regard to its conflicts of laws principles, and each party hereby irrevocably consents to the jurisdiction and convenient venue of the state and federal courts located in Denver, Colorado to resolve any claim, dispute or controversy under or in respect of this Agreement.
- D. This Agreement and the exhibits attached hereto (as modified by the parties from time to time) is the entire understanding and agreement of the parties with respect to the subject matter herein, and supersedes any and all previous and contemporaneous understandings. This Agreement may only be amended in a writing signed by both parties.
- E. In the event that any provision of this Agreement is held to be invalid or unenforceable, the valid or enforceable portion thereof and the remaining provisions of this Agreement will remain in full force and effect. Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion. All waivers must be in writing.

SIGNATURES

The parties, by the signatures of the individuals below, warrant that they have authority to enter into this Agreement. Consent to the 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, PDF/scanned or electronic signatures shall be effective as originals.

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.

COMPANY (please print): _____

Name (please print): _____
(must be signed by a duly authorized corporate officer, partner, or proprietor)

Title: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____ FAX: _____

Email: _____

Website: _____

By (signature): _____ Date: _____

METROLIST, INC., DBA RECOLORADO
6455 South Yosemite Street, Suite 500
Greenwood Village, Colorado 80111
(303) 850-9576

By (signature): _____ Date: _____

Attached to and made a part of that certain License FOR VIRTUAL TOUR PROVIDERS, dated on or about _____, between METROLIST, INC. DBA RECOLORADO and _____ (COMPANY).

PRICING SCHEDULE

Account Establishment Fee.....	\$50.00
Annual Fee.....	\$100.00
Special Programming Charge.....	\$100.00
(Including, but not limited to, change in COMPANY's registered URL)	
Reinstatement Fee.....	\$50.00
Taxes.....	All Applicable

This pricing schedule is subject to modification with at least thirty (30) days' notice.