

## Content Export and License Agreement

This Content Export and License Agreement (this “**Agreement**”), is entered into by and between Metrolist, Inc. d/b/a REcolorado, a Colorado corporation (“**REcolorado**”) and [LICENSEE NAME] (“**Licensee**”). REcolorado and Licensee may be referred to collectively as the “**Parties**” or individually as a “**Party**.”

### Background

1. REcolorado has invested significant sums and effort to compile, maintain, and update data concerning real estate listings into a proprietary database (the “**Database**”).
2. REcolorado, on behalf of itself and its licensors, expends significant resources in obtaining, managing, and updating the Database, and REcolorado would not be willing to grant access to the Database or licenses granted hereunder without Licensee’s commitment to protect access to and the integrity of the Database in accordance with the terms of this Agreement.
3. REcolorado desires to allow Licensee to export Content from the Database and license the Content to Licensee, and Licensee desires to export Content from the Database and license the Content from REcolorado, subject to the terms and conditions of this Agreement.

### Agreement

Accordingly, in consideration of the foregoing recitals (which are hereby incorporated), the mutual exchange of consideration set forth below, and for other good and valuable consideration, the Parties agree as follows:

#### 1. Definitions and Interpretation.

(a) Defined Terms. In addition to any capitalized terms defined elsewhere in this Agreement, the following terms have the following meanings:

(i) “**Content**” means the information, descriptions, photographs and other data of REcolorado and its licensors made available to Licensee via the Services and licenses granted by REcolorado to the Database.

(ii) “**Data Export Tier**” means the number of records of the Content that Licensee is permitted to export in a given 30-day period.

(iii) “**Effective Date**” means the date on which this Agreement is entered into by both parties, either by direct signature or consent and adoption via digital or electronic means.

(iv) “**MLS Policy**” means REcolorado’s Multiple Listing Service rules and procedures located at <https://cdn.recolorado.com/files/MLS-Policy.pdf>. REcolorado’s MLS Policy is incorporated herein by reference.

(v) “**Permitted Use**” means the scope and nature of Licensee’s authorized rights to access the Database and use the Content, as defined in Exhibit A.

(vi) “**Services**” means the services (including via software, connectivity, and technology) to provide and enable Licensee’s access to the Content.

(vii) “**Subscription**” means the access services and use rights, as set forth in this Agreement, establishing the nature of the access to the Database, applicable fees and other terms of Licensee’s rights to the Services and Content.

(viii) “**Term**” means the duration of this Agreement, beginning on the Effective Date and continuing through the date of termination as set forth in this Agreement.

(b) Interpretation. For purposes of this Agreement: (i) the words “include,” “includes,” and “including” are not exhaustive and are deemed to be followed by the words “without limitation” and “but not limited to,” (ii) the word “or” is not exclusive; (iii) the words “herein,” “hereof,” and “hereunder” refer to this Agreement as a whole; (iv) words denoting the singular have a comparable meaning when used in the plural, and vice-versa; (v) words denoting any gender include all genders; and (f) the section headings are for reference only and do not affect the interpretation of this Agreement. Unless the context otherwise requires, references in this Agreement: (A) to sections, exhibits, schedules, attachments, and appendices mean the sections of, and exhibits, schedules, attachments, and appendices attached to, this Agreement; and (B) to an agreement, instrument, or other document means such agreement, instrument, or other document as amended, supplemented and modified from time to time to the extent permitted. The exhibits, schedules, attachments, and appendices referred to herein are integral parts of this Agreement to the same extent as if they were set forth verbatim herein. Each Party acknowledges and agrees that this Agreement is not to be construed against either Party by virtue of its having drafted any part of this Agreement.

## 2. Content Services and Licenses.

(a) License Grant. Subject to and conditioned on Licensee’s compliance with all terms and conditions of this Agreement, including compliance with MLS policy and payment of all applicable Fees, during the Term, and subject to the descriptions and limitations of Licensee’s Subscription, REcolorado, on behalf of itself and its licensors, hereby grants Licensee a non-exclusive, non-sublicensable, and non-transferable (except as set forth below) license to use the Services and access the Database, and to use access and use the Data, solely for the Permitted Use.

(b) Use Restrictions. Licensee shall only use the Content for the Permitted Use. Except as expressly permitted herein, Licensee shall not disclose, release, distribute, or deliver the Content, or any portion thereof, to any third party without REcolorado’s prior written consent. Licensee shall not use the Content beyond the Permitted Use unless otherwise agreed to in writing by REcolorado. Without limiting the foregoing and except as otherwise expressly permitted by the description of the Permitted Use extended to Licensee, Licensee shall not at any time, directly or indirectly: (i) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available the Content to any third party; (ii) reverse engineer, disassemble, decompile, adapt, or otherwise attempt to derive or gain access to the source of the Content or methods used to compile the Content, in whole or in part; (iii) remove any proprietary notices included within the Content; (iv) publish, enhance, or display any compilation or directory based upon the Content or derived from the Content, including but not limited to any normalized or standardized version of the Content; (v) use the Content in connection with collecting or disseminating offers of broker compensation; (vi) create, maintain, or contribute to any competing database, listing service, or data aggregation platform using the Content or any derivative thereof; or (vii) use the Content in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any law. REcolorado may immediately suspend access, without

notice, upon reasonable suspicion of unauthorized access, credential sharing, scraping, or data replication in violation of any of the foregoing or in violation of any other terms of this Agreement.

(c) Permitted AI Systems. Licensee may input, process, analyze, or summarize the Content using an artificial intelligence system, machine learning model, large language model, generative AI service, neural network, algorithmic training system, automated data processing engine, or similar technology (collectively, “**AI Systems**”) solely to support Licensee’s licensed access to and use of the Content in accordance with this Agreement and the Permitted Use.

(i) Such use of an AI System is expressly conditioned on the AI System meeting all of the following criteria (such AI System, a “**Permitted AI System**”): (i) the AI System is operated exclusively for the internal business purposes of Licensee; (ii) the AI System is not publicly accessible; (iii) the AI System does not permit access to or use of the Content by any third party (other than a service provider contractually bound by written confidentiality and data protection obligations at least as protective as those set forth herein); and (iv) the AI System does not use the Content to train, fine-tune, improve, validate, or otherwise enhance any general or shared model.

(ii) Inputting Content into any publicly available, multi-tenant, consumer-facing, or shared AI System constitutes a prohibited disclosure of Content unless such system contractually provides that: (i) the Content will remain confidential and unavailable to any parties other than Licensee; (ii) the Content will not be used for model training or improvement; and (iii) the Content will not be retained beyond the time necessary to generate the requested output. Such an AI System constitutes a Permitted AI System.

(iii) Any output generated by an AI System that incorporates or is derived from the Content remains subject to all ownership, use, redistribution, and confidentiality restrictions applicable to the underlying Content under this Agreement. Licensee remains fully responsible for all acts and omissions of any AI System (including Permitted AI Systems) and any third-party AI System provider used by Licensee. Upon reasonable request, Licensee shall certify compliance with this Section.

(iv) Licensee shall not (i) input, upload, transmit, export, or otherwise provide any Content, to, any AI System that is not a Permitted AI System; (ii) use any Content for purposes of training, fine-tuning, testing, validating, benchmarking, improving, or developing any AI System; or (iii) permit any AI System to access, ingest, crawl, analyze, index, or otherwise process the Content.

(d) Licensee Obligations. If in accordance with the Permitted Use Licensee publishes or reproduces the Content (or any derivatives thereof), or if Licensee incorporates the Content into any products or solutions, then Licensee shall attribute REcolorado (and any licensors or third parties indicated by REcolorado) in a manner specified by REcolorado in each instance. If Licensee displays Content on any website, then Licensee shall utilize tracking codes or other technological elements on each website(s) where the Content is being displayed in order to permit REcolorado to monitor the use and display of such Content, and Licensee shall not and shall not permit any third party to remove or circumvent such technological measures. Promptly upon request by REcolorado, Licensee shall provide to REcolorado detailed specifications on all products and solutions that incorporate the Content. Licensee shall ensure that its use of the Content as part of any products or solutions is at all times in accordance with all applicable laws and regulations.

(e) Unless otherwise expressly stated in the Permitted Use, during the Term if Licensee creates any copies, archives, backups, of any Content on Licensee’s systems, networks, computers, or storage devices

(including any web services hosted or provided by third parties), Licensee shall not retain any such copies for longer than five years from the initial date of access.

(f) Reservation of Rights. REcolorado reserves all rights not expressly granted to Licensee in this Agreement. REcolorado, in its sole discretion, may suspend or terminate Licensee access to the Services, Database, and Content if REcolorado reasonably suspects or knows that Licensee had breached any term of this Agreement. Except for the limited rights and licenses expressly granted under this Agreement, nothing herein grants, by implication, waiver, estoppel, or otherwise, to Licensee or any third party any intellectual property rights or other right, title, or interest in or to the Content. Upon receipt of prior written consent from REcolorado in each instance, and subject to additional charges, Licensee may create products or solutions that incorporate the Content.

### 3. Rights to Audit and Recovery of Certain Damages.

(a) Rights to Audit. REcolorado reserves the rights, at its own expense, to monitor, review, and edit the Content. REcolorado shall have the right to inspect and audit Licensee's activities and operations, including Licensee's computer systems and website functions, to ensure compliance with this Agreement, and Licensee shall reasonably cooperate, during normal business hours and upon reasonable advance notice, with such inspections and audits.

(b) Liquidated Damages. The Parties acknowledge and agree that it can be difficult to ascertain the amount of actual monetary damages that would result from a breach by Licensee of the terms of Section 2 of this Agreement. Accordingly, in the event that Licensee breaches any term of this Agreement, Licensee shall pay to REcolorado as compensation for losses suffered by REcolorado due to the breach liquidated damages in the amount of 1.5 times the annualized amount of Fees due from Licensee for each instance of a breach as compensation for losses suffered by REcolorado due to the breach, which shall be due and payable within 30 days of written notice from REcolorado to Licensee specifying the nature of the breach. REcolorado may offer, but is not required to offer to, Licensee the opportunity to remedy the specified breach within this 30-day period in which case liquidated damages may be waived for that particular breach. The Parties acknowledge and agree that the liquidated damages amount represents a reasonable estimate of anticipated losses in the event of a breach by Licensee and does not constitute a penalty. The maximum amount of liquidated damages payable under this section for inadvertent or accidental breaches shall not exceed \$100,000 in any 12-month period or the amount of annualized Fees payable by Licensee (whichever is greater); however, there is no maximum amount of liquidated damages for intentional, willful, or repeated breaches. Payment of liquidated damages shall not limit REcolorado's right to pursue any equitable remedies available for breach or threatened breach of this Agreement by Licensee.

### 4. Fees and Payment.

(a) Fees. Licensee shall pay REcolorado the fees set forth in Exhibit A ("Fees") without offset or deduction. Licensee shall make all payments hereunder in U.S. dollars in accordance with the schedule set forth in Exhibit A. All fees paid are non-refundable. No refunds will be issued for partial performance, early termination, or unused services. REcolorado may increase the Fees during the Term no more than once annually, provided that REcolorado gives Licensee at least 30 days' written notice of any such change in Fees.

(b) Payments. If Licensee enrolls in REcolorado's auto-pay options and registers a payment option, then Licensee hereby authorizes REcolorado and its payment processor to process automatically the

payment on or about the 1<sup>st</sup> day of each month during the Term. If Licensee has not enrolled in the auto-pay option, then payments are due within 5 days of the date on which REcolorado delivers the invoice.

(c) Late Charges. If Licensee fails to make any payment when due, in addition to all other remedies that may be available, REcolorado may exercise any or all of the following in any combination at REcolorado's discretion: (i) REcolorado may charge interest on the past due amount at the rate of 1.5% per month or, if lower, the highest rate permitted under applicable law; (ii) Licensee shall reimburse REcolorado for all reasonable costs and expenses including attorneys' fees incurred by REcolorado in collecting any late payments or interest; and (iii) if such failure continues for 15 days following written notice thereof, REcolorado may suspend access to the Content until all past due amounts and interest thereon have been paid, without incurring any obligation or liability to Licensee or any other person by reason of such prohibition of access to the Content.

(d) Taxes. All Fees and other amounts payable by Licensee under this Agreement are exclusive of taxes and similar assessments. Licensee is responsible for all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental or regulatory authority on any amounts payable by Licensee hereunder in excess of any taxes imposed on REcolorado's income.

## 5. Confidential Information and Content Security.

(a) Confidential Information. From time to time during the Term, either Party may disclose or make available to the other Party information about its business affairs, products, confidential intellectual property, trade secrets, third-party confidential information, and other sensitive or proprietary information, whether orally or in written, electronic, or other form or medium and whether or not marked, designated, or otherwise identified as "confidential" (collectively, "**Confidential Information**"). Without limiting the foregoing, for purposes of this Agreement, the terms of this Agreement, all Fees, and the Content will be deemed Confidential Information of REcolorado. Confidential Information does not include information that, at the time of disclosure is: (i) in the public domain; (ii) known to the receiving Party at the time of disclosure; (iii) rightfully obtained by the receiving Party on a non-confidential basis from a third party; or (iv) independently developed by the receiving Party without use of the Confidential Information of the disclosing Party. The receiving Party shall not disclose the disclosing Party's Confidential Information to any person or entity, except to the receiving Party's employees who have a need to know the Confidential Information for the receiving Party to exercise its rights or perform its obligations hereunder. No other use of the disclosing Party's Confidential Information is permitted hereunder. Notwithstanding the foregoing, each Party may disclose Confidential Information to the limited extent required (x) to exercise its rights or perform its obligations hereunder; (y) in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the Party making the disclosure pursuant to the order shall first have given written notice to the other Party and made a reasonable effort to obtain a protective order; or (z) to establish a Party's rights under this Agreement, including to make required court filings. On the expiration or termination of this Agreement, the receiving Party shall promptly return to the disclosing Party all copies of the disclosing Party's Confidential Information, or destroy all such copies. Each Party's obligations of non-disclosure and non-use with regard to Confidential Information are effective as of the Effective Date and will expire five years from the date first disclosed to the receiving Party; provided, however, with respect to any Confidential Information that constitutes a trade secret (as determined under applicable law), such obligations of non-disclosure will survive the termination or expiration of this Agreement for as long as such Confidential Information remains subject to trade secret protection under applicable law.

(b) Content Security. Licensee's right to use the personally-identifiable information associated with any listings or the Content is strictly limited to the Permitted Use. Licensee shall not sell, convey, lease, rent, or distribute any personally-identifiable information obtained through the Services, Database, or Content to any third parties or for any purposes other than the Permitted Use. Licensee shall maintain appropriate administrative, technical and physical safeguards which are consistent with best practices including, but not limited to, anti-virus, anti-malware, anti-spyware and event detection and response software, to protect the security, confidentiality and integrity of, and to protect against threats or hazards to the integrity of, and the unlawful, intentional, unauthorized or accidental destruction, loss, alteration, theft, misappropriation, disclosure, access or use of the Content and all REcolorado Confidential Information.

6. Intellectual Property Licenses and Ownership. Licensee's rights to access the Services, Database, and Content is strictly on a limited basis, subject to all terms and conditions of this Agreement, and does not convey to Licensee any ownership interest in or to any of the Services, Database, Content, or any of the software or technology utilized by REcolorado to deliver any of the foregoing. Licensee acknowledges that, as between Licensee and REcolorado, REcolorado or its licensors owns all right, title, and interest, including all intellectual property rights, in and to the Content. Licensee further acknowledges that: (a) the Content is an original compilation protected by United States copyright laws; and (b) REcolorado has dedicated substantial resources to collect, manage, and compile the Content; and (c) the Content includes copyrighted information that is owned either by REcolorado or its licensors. Licensee shall not contest any of REcolorado's right, title, or interest in or to the Content and all associated intellectual property rights, including in a judicial proceeding anywhere throughout the world.

7. Warranties and Disclaimers.

(a) REcolorado uses reasonable efforts to provide the Services, Database, and Content on a consistent, timely, and professional basis. REcolorado shall promptly investigate and use reasonable efforts to remediate any errors or outages in the Services, Database, or Content following notice from Licensee. REcolorado regularly updates the Database and Content, but such updates do not occur more frequently than every 15 minutes.

(b) THE SERVICES, DATABASE, AND CONTENT ARE PROVIDED STRICTLY "AS IS" AND RECOLORADO HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. RECOLORADO SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. RECOLORADO MAKES NO WARRANTY OF ANY KIND THAT THE DATA, OR ANY PRODUCTS OF ITS USE, WILL MEET LICENSEE'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM, OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE.

8. Indemnification. Licensee shall indemnify, hold harmless, and, at REcolorado's option, defend REcolorado from and against any and all losses, damages, liabilities, or costs (including attorneys' fees) resulting from any third-party claim, suit, action, or proceeding ("**Third-Party Claim**") based on Licensee's: (i) negligence or willful misconduct, or (ii) use of the Content in a manner not authorized by this Agreement, provided that Licensee may not settle any Third-Party Claim against REcolorado unless such settlement completely and forever releases REcolorado from all liability with respect to such Third-

Party Claim or unless REcolorado consents to such settlement, and further provided that REcolorado shall have the right, at its option, to defend itself against any such Third-Party Claim or to participate in the defense thereof by counsel of its own choice.

9. Limitations of Liability. IN NO EVENT WILL RECOLORADO BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY (a) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES, (b) INCREASED COSTS, DIMINUTION IN VALUE, OR LOST BUSINESS, PRODUCTION, REVENUES, OR PROFITS, (c) LOSS OF GOODWILL OR REPUTATION, (d) USE, INABILITY TO USE, LOSS, INTERRUPTION, DELAY, OR RECOVERY OF ANY DATA OR BREACH OF DATA OR SYSTEM SECURITY, OR (e) COST OF REPLACEMENT GOODS OR SERVICES, IN EACH CASE REGARDLESS OF WHETHER RECOLORADO WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE. IN NO EVENT WILL RECOLORADO'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, UNDER ANY LEGAL OR EQUITABLE THEORY INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, EXCEED THE TOTAL FEES PAID OR PAYABLE TO RECOLORADO UNDER THIS AGREEMENT IN THE TWELVE (12) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

10. Term and Termination.

(a) Term. Unless terminated earlier as set forth in this Agreement, the Term of this Agreement begins on the Effective Date and continues on a month-to-month basis until terminated by either Party.

(b) Termination. In addition to any other express termination right in this Agreement, and without limiting any other remedies available to a Party,

(i) REcolorado may terminate this Agreement, effective on written notice to Licensee, if Licensee breaches any of its obligations under this Agreement, other than payment, provided, however, that REcolorado may elect, in REcolorado's sole discretion, to extend a cure period to Licensee;

(ii) REcolorado may terminate this Agreement, effective on written notice to Licensee, if Licensee fails to pay any Fees or other amounts due hereunder within 30 days of notice of non-payment;

(iii) either Party may terminate this Agreement, effective on written notice to the other Party, if the other Party materially breaches this Agreement, and such breach: (A) is incapable of cure; or (B) being capable of cure, remains uncured 30 days after the non-breaching Party provides the breaching Party with written notice of such breach; and

(iv) either Party may terminate this Agreement, effective immediately upon written notice to the other Party, if the other Party: (A) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due; (B) files, or has filed against it, a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law; (C) makes or seeks to make a general assignment for the benefit of its creditors; or (D) applies for or has appointed a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

(c) Effect of Termination. Without limiting any other rights or remedies available to REcolorado hereunder due to Licensee's breach, immediately upon expiration or termination of this Agreement, the

licenses granted hereunder also terminate and Licensee shall cease using and permanently delete, destroy, or return all copies of the Content. REcolorado reserves the right to conduct an audit to ensure the Content has been destroyed and to require certification from Licensee of the same. No termination will affect Licensee's obligation to pay all Fees that may have become due before such termination, or entitle Licensee to any refund.

(d) Survival. Any rights, obligations, or required performance of the Parties which, by their express terms or nature and context are intended to survive termination or expiration of this Agreement, will survive any such termination or expiration, including the rights and obligations set forth in this Section 10(d) and Sections 2, 3, and 4-11.

## 11. Miscellaneous.

(a) Non-Disparagement. During the Term and for 1 year thereafter, Licensee shall not make, publish, or communicate defamatory or disparaging remarks, comments, or statements concerning REcolorado or any of REcolorado's Services, the Database, or Content.

(b) Entire Agreement; Amendments. This Agreement, together with all exhibits, schedules, attachments, and appendices referred to herein, (i) constitutes the entire agreement between the Parties concerning the Content, (ii) supersedes any contemporaneous or prior proposal, representation, agreement, or understanding between the Parties, and (iii) may not be amended except in writing signed by both Parties. In the event of any conflict between the terms of this Agreement and Exhibit A, the following order of precedence governs: (i) first, this Agreement; and (ii) second, Exhibit A.

(c) Notices. All notices, demands, or consents required or permitted under this Agreement shall be in writing and email is acceptable.

(d) Waiver. No waiver by any Party of any of the provisions hereof will be effective unless explicitly set forth in writing and signed by the Party so waiving.

(e) Severability. Any provision of this Agreement is independent of and severable from the others, and neither this Agreement nor any provision shall be affected or rendered invalid or unenforceable by virtue of the fact that any other section may be invalid or unenforceable, in whole or in part, for any reasons. Section headings are for convenience only.

(f) Governing Law; Submission to Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado. Each Party voluntarily submits and consents to, and waives any defense to the jurisdiction of the federal and state courts for Arapahoe County, Colorado as to all matters relating to or arising from this Agreement.

(g) Assignment. Licensee shall not assign or transfer any of its rights or delegate any of its obligations hereunder without the prior written consent of REcolorado. Any purported assignment, transfer, or delegation in violation of this Section is null and void. The rights and obligations of REcolorado are fully assignable by REcolorado hereunder. This Agreement is binding upon and inures to the benefit of the Parties and their respective permitted successors and assigns.

(h) Export Regulation; Compliance with Laws. The Content may be subject to U.S. export control laws, including the Export Control Reform Act and its associated regulations. Licensee shall not, directly or indirectly, export, re-export, or release the Content to, or make the Content accessible from, any jurisdiction or country to which export, re-export, or release is prohibited by law, rule, or regulation. Each Party shall comply with all applicable federal laws, regulations, and rules at all times.

(i) Equitable Relief. Each Party acknowledges and agrees that a breach or threatened breach by such Party of any of its obligations under Section 5 or, in the case of Licensee, Section 2(b) would cause the other Party irreparable harm for which monetary damages would not be an adequate remedy and agrees that, in the event of such breach or threatened breach, the other Party will be entitled to equitable relief, including a restraining order, an injunction, specific performance, and any other relief that may be available from any court, without any requirement to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity, or otherwise.

(j) Counterparts. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement.

Sample

The Parties have executed this Agreement to be effective as of the Effective Date.

Metrolist, Inc. d/b/a REcolorado	[LICENSEE NAME]
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date Signed: _____	Date Signed: _____
	Participant/Managing Broker (if different from Licensee)
	By: _____
	Name: _____
	Title: _____
	Date Signed: _____

Sample

## EXHIBIT A

Capitalized terms used but not defined in this Exhibit A have the meaning given to those terms in the Agreement.

### A. PERMITTED USE(S):

Licensee is permitted to export up to 25,000 records of Content per month for Data Export Tier 2, or up to 75,000 records of Content per month for Data Export Tier 3, to be used for any of the following purposes:

- Licensee's internal real estate brokerage activities, including but not limited to producing comparative market analyses, producing broker price opinions, the creation of marketing materials, producing real estate market statistics reports, producing agent productivity data, and lead generation activities;
- Non-commercial distribution of Content to third parties, to be used for internal brokerage activities;
- Creation of real estate market statistics reports for non-commercial distribution to third parties;
- Real estate appraisal activities.

### B. FEES:

#### Setup Fee

On or about the Effective Date, Licensee shall pay REcolorado a setup fee for the applicable Data Export Tier listed below. In the event that Licensee elects to inactivate its data export account and subsequently reactivates the account, Licensee shall pay REcolorado an additional setup fee for the applicable Data Export Tier upon account reactivation.

Data Export Tier 2: \$ 0

Data Export Tier 3: \$50

#### Recurring Monthly Fee

Licensee shall pay REcolorado a monthly fee for the applicable Data Export Tier listed below no later than the 5<sup>th</sup> day of each month during the Term.

Data Export Tier 2: \$30

Data Export Tier 3: \$50