

THIS CONTENT LICENSE AGREEMENT (“Agreement”), together with the Exhibits indicated in Section 3 below (as may be updated from time to time) and located at data.recolorado.com/forms/, is entered into by and between 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”), and _____, a _____ having a principal place of business at _____ (“VENDOR”). This Agreement will be effective as of the date the last signing party executes this Agreement (the “Effective Date”).

RECITALS

- A. REcolorado is a multiple listing service (“MLS”) serving the greater Denver Metropolitan area in Colorado.
- B. VENDOR is engaged in the business of offering products and/or services related to the real estate and ancillary industries.
- C. VENDOR desires to access and use certain data owned and/or licensed by REcolorado, and REcolorado desires to grant VENDOR such access and use, all in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the Recitals and of the mutual covenants and promises contained herein, and other good and valuable consideration between the parties, the receipt of which is hereby acknowledged, the parties agree as follows:

1. **LICENSE.** VENDOR is licensed to use IDX Content with Largest Photos (MLS CONTENT) solely for the following purposes:
 - a) For use in providing IDX products and services to REcolorado’s and VENDOR’s mutual real estate agent and broker customers; and/or
 - b) For use in providing VENDOR’s products and services to REcolorado’s and VENDOR’s mutual real estate agent and broker customers for their internal brokerage use.
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 – Content License Terms & Conditions

EXHIBIT B – Vendor Fee Schedule

EXHIBIT C – IDX Disclaimer

EXHIBIT D – Trestle Addendum

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.

VENDOR Company Name (please print): _____

Name (please print): _____

Title: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____ FAX: _____

Email: _____

VENDOR Website URL: _____

VENDOR/Technical contact Information

VENDOR/Technical contact name (please print): _____

VENDOR/Technical contact phone: _____

VENDOR Technical contact email: _____

VENDOR

METROLIST, INC., DBA RECOLORADO

By: _____

By: _____

Printed Name

Printed Name

Its: _____

Its: _____

Date: _____

Date: _____

REFERENCE