

THE TERMS AND CONDITIONS CONTAINED HEREIN WILL BE LEGALLY BINDING ON VENDOR UPON EXECUTION OF THE CONTENT LICENSE AGREEMENT AND ARE HEREBY INCORPORATED INTO THE CONTENT LICENSE AGREEMENT. ALL REFERENCES TO THE CONTENT LICENSE AGREEMENT OR AGREEMENT SHALL REFER TO THE CONTENT LICENSE AGREEMENT AND THE TERMS AND CONDITIONS CONTAINED HEREIN (COLLECTIVELY, THE “AGREEMENT”). VENDOR SHOULD CAREFULLY READ THE FOLLOWING TERMS BEFORE EXECUTING THE AGREEMENT.

PART I. IDX CONTENT. The requirements in this Part I are in addition to all provisions governing MLS Content as set forth in the Agreement.

A. IDX REQUIREMENTS

If VENDOR selects IDX Content to be licensed from REcolorado, it will have a non-exclusive license to access the IDX Content and (2) a non-exclusive worldwide license to reproduce, transmit, and display portions of the IDX Content under the terms set forth in the Agreement. As between VENDOR and RECOLORADO, RECOLORADO shall retain all right, title, and interest in the IDX Content. VENDOR may only display or make the IDX Content available to VENDOR Customers and to be displayed on any electronic display or medium controlled by such VENDOR Customers (the “IDX Subscriber Site”).

PRIOR AUTHORIZATION. VENDOR may not provide IDX Content or related services to anyone but VENDOR Customers who have been affirmatively approved in advance and confirmed by REcolorado to have been authorized and licensed by REcolorado to receive such services pursuant to (collectively, the “IDX Subscribers”). Failure to comply with this requirement can result in, among others, fees of \$1,000 to \$10,000 per occurrence, immediate suspension of this Agreement, termination of this Agreement, any other legal or equitable remedy, and any combination of the foregoing.

NOTIFICATION. By the 15th of each calendar month, VENDOR shall provide RECOLORADO a complete and accurate list of all VENDOR Customers who are IDX Subscribers as of the last day of the prior month, including their corresponding IDX Subscriber Site. Should VENDOR fail to provide a timely, complete and accurate IDX Subscriber List, VENDOR shall pay RECOLORADO a fee in the amount of \$100 for each error or omission on the IDX Subscriber List and for each IDX Subscriber List not timely submitted by the 15th of each calendar month, even if subsequently submitted with no errors or omissions.

B. UNAUTHORIZED USE OF IDX DATA

VENDOR shall not access or use the IDX Content for any purpose other than that set forth in the Agreement, without the prior, written consent of RECOLORADO.

Except to the extent that VENDOR is authorized to access and use the IDX Content pursuant to the Agreement, VENDOR shall not reproduce, sell, license, sublicense, rent, transfer, transmit, broadcast, display, publish, or otherwise distribute, or in any manner commercially exploit, or allow anyone else to reproduce, sell, license, sublicense, rent, transfer, transmit, broadcast, display, publish, or otherwise distribute, or in any manner commercially exploit, any content accessed from the IDX Content in any format to anyone at any time.

VENDOR may only provide IDX Content related services and IDX Content to IDX Subscribers who remain in full compliance with their Internet Data eXchange Agreement with RECOLORADO.

VENDOR shall not use the IDX Content for itself or for research, lead generation, or market analysis.

Upon receiving written notice from RECOLORADO or from a real estate Broker that was the source of certain IDX Content that such IDX Content is no longer licensed, VENDOR shall immediately destroy or delete and shall discontinue use and display of such IDX Content.

AUTHORIZED PURPOSE/PARTIES. The IDX Content licensed to VENDOR pursuant to the Agreement is provided solely for the benefit of VENDOR and authorized IDX Subscribers in connection with their respective IDX Subscriber Site, and in compliance with RECOLORADO's requirements, and shall not be used by, licensed to, transferred to, sold to, sublet to, or otherwise made available to any other party.

C. IDX LOGO AND IDX DISCLAIMER

IDX LOGO. The IDX Subscriber Site shall include the following IDX Logo with each Listing that is not currently listed by IDX Subscriber, regardless of method of display. For example, if the IDX Subscriber Site includes a single Listing per screen, the IDX Logo must be displayed with the Listing on the screen, or if IDX Subscriber Site includes multiple Listings per page, the IDX Logo must be displayed with each Listing on the page.



IDX DISCLAIMER. The IDX Subscriber Site shall include the following IDX Disclaimer on every page or screen of the IDX Subscriber's Web site and/or IDX Associate Subscriber's Web site in which IDX Content is displayed:

"The content relating to real estate for sale in this Web site comes in part from the Internet Data eXchange ("IDX") program of METROLIST, INC., DBA RECOLORADO® Real estate listings held by brokers other than [*insert IDX Subscriber's firm name here*] are marked with the IDX Logo. This information is being provided for the consumers' personal, non-commercial use and may not be used for any other purpose. All information subject to change and should be independently verified."

PART II. DISCLAIMERS AND COPYRIGHT LANGUAGE. VENDOR shall display the following notices on every page or screen of the IDX Subscriber's Web site and/or IDX Associate Subscriber's Web site in which IDX Content is displayed.

1. This publication is designed to provide information with regard to the subject matter covered. It is displayed with the understanding that the publisher and authors are not engaged in rendering real estate, legal, accounting, tax, or other professional services and that the publisher and authors are not offering such advice in this publication. If real estate, legal, or other expert assistance is required, the services of a competent, professional person should be sought.
2. The information contained in this publication is subject to change without notice. METROLIST, INC., DBA RECOLORADO MAKES NO WARRANTY OF ANY KIND WITH REGARD TO THIS MATERIAL, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. METROLIST, INC., DBA RECOLORADO SHALL NOT BE LIABLE FOR ERRORS CONTAINED HEREIN OR FOR ANY DAMAGES IN CONNECTION WITH THE FURNISHING, PERFORMANCE, OR USE OF THIS MATERIAL.
3. PUBLISHER'S NOTICE:

All real estate advertised herein is subject to the Federal Fair Housing Act and the Colorado Fair Housing Act, which Acts make it illegal to make or publish any advertisement that indicates any preference, limitation, or discrimination based on race, color, religion, sex, handicap, familial status, or national origin.

4. METROLIST, INC., DBA RECOLORADO will not knowingly accept any advertising for real estate that is in violation of the law. All persons are hereby informed that all dwellings advertised are available on an equal opportunity basis.

5.



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IDX REQUIREMENTS

Display of listing information pursuant to IDX is subject to the following requirements:

1. IDX Subscribers may only display the IDX database on their own website(s) or limited electronic displays which they must first register with REcolorado®. Subscribers must register all domain names accessing IDX content with REcolorado®.
2. IDX Subscribers may not use deceptive domain names to present a false picture to the public. For instance, IDX Subscribers must avoid using domain names that incorporate or play on competing broker and firm names.
3. IDX Subscribers shall present a true picture in their advertising and representation to the public, including the URLs and domain names they use, and participants may not:
 - a. Engage in deceptive or unauthorized framing of real estate brokerage websites;
 - b. Manipulate (e.g. presenting content developed by others) listings and other content in any way that produces a deceptive or misleading result;
 - c. Deceptively use metatags, keywords or other devices/methods to direct, drive, or divert Internet traffic;
 - d. Present content developed by others without either attribution or without permission;
 - e. To otherwise mislead consumers.
4. Listings including property address can be included in the IDX displays except where the seller has directed their listing brokers to withhold their listings or their listings property address from all display(s) on the Internet (including but not limited to, publicly-accessible websites or VOWs) or other electronic forms of display or distribution.
5. IDX Subscribers may select the listings they choose to display on their IDX websites or limited electronic display based only on objective criteria, including, but not limited to, factors such as geography or location (“uptown,” “downtown,” etc.), list price, type of property (e.g., condominiums, cooperatives, single family detached, multi-family), cooperative compensation offered by listing brokers, type of listings (e.g., exclusive right-to-sell, exclusive agency or open listing) or the level of service provided by the listing firm. Selection of listings to be displayed on an IDX site must be independently made by each IDX Subscriber.
 - a. IDX Subscribers may limit the listings displayed on their websites or limited electronic display to a specific market area using the following fields: Area, County Code, Zip Code, City, Sub Area or Property Type if the website conforms to the following:

- i. When a specific Area, County Code, Zip Code, City, Sub Area or Property Type is used to select listings, all listings from that Area, County Code, Zip Code, City, Sub Area or Property Type must be included on the IDX Subscriber's website.
 - ii. If a specific market area is chosen based upon Area, County Code, Zip Code, City, Sub Area or Property Type, the IDX Subscriber's website must clearly indicate which specific market area is being displayed.
6. IDX VENDOR must employ reasonable methods to prevent the IDX database from being downloaded as a compilation. IDX Subscribers are prohibited from remarketing, reselling, linking, re-branding or re-releasing the IDX content (in whole or in part). IDX content is to promote the end user as a buyer or seller of real estate. With this intent, VENDOR may allow IDX Subscribers to permit substantially all information from one listing at a time to be downloaded or reduced to tangible form by end users for their personal use.
7. VENDOR is required to indicate on their websites that the information being provided is for consumers' personal, non-commercial use and may not be used for any other purpose.
8. Any IDX display that:
 - a. Allows third-parties to write comments or reviews about a particular listing or displays a hyperlink to such comments or reviews in immediate conjunction with particular listings; or
 - b. Displays an automated estimate of the market value of the listing or hyperlink to such estimate in immediate conjunction with the listing

Either or both of the features shall be disabled or discontinued for the seller's listings at the request of the seller. This listing broker or agent shall communicate to the MLS that the seller has elected to have one or both features disabled or discontinued on all displays controlled by participants'. Except for the forgoing a participants IDX display may communicate the participant's professional judgement concerning any listing. Nothing shall prevent an IDX display form notifying its customers that a feature has been disabled at the request of the seller.

9. IDX websites shall maintain a means (e.g. email address, telephone number) to receive comments about the accuracy of any data or information that is added by or on behalf of the Participant beyond that supplied by the MLS and that relates to a specific property. Participants shall correct or remove any false data or information relating to a specific property upon receipt of a communication from the listing broker or agent for the property explaining why the data or information is false. However, participants shall not be obligated to correct any data or information that simply reflects good faith opinions, advice or

professional judgement.

Display of listing information pursuant to IDX is subject to the following rules:

1. IDX provided listings must clearly present six required IDX elements: Photo, IDX Logo, at a minimum a link to the IDX Disclaimer & copyright language, Listing Number, Listing Office, Price Type and Status in a readily visible color and typeface on every listing that displays IDX content. These elements must be prominently displayed so that the public may readily identify other IDX Subscribers' listings. This includes visible color and typeface not smaller than the median used in the display of listing data.
2. IDX provided listings that have minimal information or a limited display views (e.g. thumbnails, text messages, tweets, pop-ups, reports, emails, views, etc. and sharing features being generated from IDX provided listings) must clearly present three required IDX elements: Listing Number, Listing Office and IDX Logo in a readily visible color and typeface on every IDX provided listing and display. These elements must be prominently displayed so that the public may readily identify IDX provided listings.
3. For audio delivery of listing content, all required disclosures must be subsequently delivered electronically to the registered consumer performing the property search or linked to through the device's application.
4. Any IDX display controlled by the IDX Subscriber must clearly identify the name of the brokerage firm under which they operate IDX in a readily visible color and typeface not smaller than the median used in the display of listing data. MLS participants' firm websites shall disclose the firm's name and state(s) of licensure in a reasonable and readily apparent manner. Websites of licensees affiliated with a participant's firm shall disclose the firm's name and the licensee's state(s) of licensure in a reasonable and readily apparent manner. For purposes of these rules co-branding will be presumed not to be deceptive or misleading if the Participant's logo and contact information is larger than that of the third party. For the purposes of IDX policy and these rules, "control" means the ability to add, delete, modify and update information as required by the IDX policy and MLS rules.

Participants, Users and Licensees shall not represent, suggest or imply that consumers or others have direct or indirect access to MLS databases, or that consumers or others are able to search MLS databases (e.g., "Search the MLS", "Access REcolorado® MLS", etc.) available only to Participants, Users and Licensees. Participants, Users and Licensees shall not use the term "multiple listing service," the acronym "MLS," or derivatives thereof. In addition, Participants, Users and Licensees shall not use the term "multiple listing service," the acronym "MLS," or derivatives thereof in Participant names, name of their firm, domain names, web addresses, uniform resource locators (URLs), e-mail addresses, blog address, or

in any other way represent, suggest or imply that the individual or firm is an MLS, or that they operate an MLS.

5. VENDOR and IDX Subscribers are prohibited from modifying or manipulating information relating to other Participants' listings. (This does not limit or regulate the design elements of a website but refers to changes to actual listing content.) MLS data may be augmented with additional data not otherwise prohibited from display so long as the source of the additional data is clearly identified and does not reside within the IDX content. This requirement does not restrict the format of MLS data display or display of fewer than all of the available listings or fewer authorized data fields.
6. VENDOR and IDX Subscribers are prohibited from altering the content of the IDX database in any capacity or manner.
7. IDX listings displayed may not contain any additional fields that are not designated as required, recommended or optional in the Content License Agreement. Confidential fields and information (e.g., Broker Remarks, listing and expiration dates, co-op compensation, showing instructions, property security information, etc.) may not be displayed.
8. Display of Expired and Withdrawn listings is prohibited.
9. Display of the sellers and/or occupant's name, phone number and e-mail address is prohibited.
10. Display of the type of listing agreement is prohibited.
11. IDX Subscribers must refresh all MLS downloads and all MLS content at least once every twelve (12) hours to ensure that the listing content is current and accurate but no more than every 15 minutes.
12. Listings obtained through IDX feeds from Realtor Association MLSs where the MLS Participant holds participatory rights must be displayed separately from listings obtained from other sources. Listings obtained from other sources (e.g. from other MLSs, from non-participating brokers, etc.) must display the source from which each such listing was obtained. Displays of minimal information (e.g. thumbnails, text messages, tweets, etc. of two hundred (200) characters or less) are exempt from this requirement but only when linked directly to a display that included all required fields. An MLS Participant may co-mingle the listings of other brokers received in an IDX feed with listings available from other MLS IDX feeds, provided all such displays are consistent with the IDX rules and the MLS Participant or MLS subscriber holds participatory rights in those MLSs. As used in this policy, "co-mingling" means that consumers can execute a single property search of

multiple IDX data feeds resulting in the display of IDX information from each of the MLSs on a single search results page; and participants may display listings from each IDX feed on a single webpage or display. Note: An MLS Participant or an MLS subscriber may co-mingle the listings of other brokers received in an IDX feed with listings available from other MLS IDX feeds, provided all such displays are consistent with the IDX rules, and the MLS Participant or MLS subscriber holds participatory rights in those MLSs. As used in this policy, “co-mingling” means that consumers can execute a single property search of multiple IDX data feeds resulting in the display of IDX information from each of the MLSs on a single search results page and that Participants may display listings from each IDX feed on a single webpage or display.

13. VENDOR and IDX Subscribers may frame their websites with the IDX Subscriber’s own logos and navigation. Co-branding is allowed but must not be deceptive or misleading. However, third-party advertising and banners are prohibited always within the IDX content. Third-party advertising is defined as any information that is not directly related to an IDX Subscriber’s real estate brokerage business. For the purposes of this rule co-branding will be presumed not to be deceptive or misleading if the Participant’s logo is larger than that of any third party.
14. VENDOR and IDX Subscribers are prohibited from commingling, integrating or aggregating IDX content with information specific to properties that are for sale by owner.
15. VENDOR and IDX Subscribers are prohibited from displaying sold content that is more than three years old unless requested; and may only display one photograph. Should an IDX Subscriber request to have access to sold data from January 1, 2012 for display in IDX, REcolorado will review the request and if vetted will allow sold data from January 1, 2012 to be downloaded or displayed under IDX, except for those listings which a Participant has withheld consent or a listing which the seller has prohibited Internet display.