



THIS INTERNET DATA EXCHANGE AGREEMENT ("Agreement") is entered into on this _____ day of _____, 20____, (the "Effective Date") by and between METROLIST, INC.® a Colorado corporation having a principal place of business at 6455 S. Yosemite St., Suite 500, Greenwood Village, CO 80111 ("METROLIST"), and the undersigned ("IDX ASSOCIATE SUBSCRIBER").

RECITALS:

- A. METROLIST is a Colorado corporation organized to provide real estate related information, and MLS related products and services, to real estate Brokers and appraisers.
- B. Multiple Listing Service ("MLS") is a service as it is defined in the MLS Rules and Regulations published by METROLIST (the "Rules").
- C. The Rules are set forth in a document separate from this Agreement and may be amended by METROLIST from time to time. The terms and conditions set forth in the Rules, as amended by METROLIST, are incorporated by reference into this Agreement.
- D. IDX ASSOCIATE SUBSCRIBER is a licensee and associate of the Participant (as defined in the Rules and the Participation Agreement) acknowledging this Agreement to authorize IDX ASSOCIATE SUBSCRIBER to execute this Agreement as an "IDX ASSOCIATE SUBSCRIBER" and thereby gain access to the IDX Database in accordance with the terms of this Agreement and subject to Participant's authorization.
- E. All capitalized terms not otherwise defined herein shall have the same meaning ascribed thereto in the Rules or Participation Agreement between METROLIST and Participant, and IDX ASSOCIATE SUBSCRIBER is aware of such defined terms and consents to their incorporation into this Agreement.
- F. IDX ASSOCIATE SUBSCRIBER desires a license to use that portion of METROLIST'S products and services that constitutes the Internet Data eXchange ("IDX") Database for use and partial display in connection with an Internet website owned and operated by IDX ASSOCIATE SUBSCRIBER (hereinafter referred to as the "Subscriber Website"). When displaying content from the IDX Database on the Subscriber Website, such content is sometimes referred to herein as "IDX Content".
- G. The parties desire to enter into this Agreement which, in addition to the Rules, will govern the use of the IDX Database by IDX ASSOCIATE SUBSCRIBER and will govern the relationship between the parties.

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, the parties AGREE as follows:

- 1. **TERM OF AGREEMENT.** This Agreement shall become effective on the Effective Date first written above, and shall remain in full force and effect for thirty (30) days ("Initial Term"). Thereafter this Agreement shall automatically renew for successive thirty (30) day terms ("Subsequent Terms"). This Agreement may be terminated pursuant to Section 18 below. IDX ASSOCIATE SUBSCRIBER shall at all times comply with the terms of this Agreement and the Rules in the use of the IDX Database.
- 2. **IDX DATABASE.** METROLIST maintains a unique database for the purpose of IDX (the "IDX Database"). This IDX Database includes active, under contract and sold status real estate Listings submitted to METROLIST by Participants.
- 3. **REGISTRATION.** IDX ASSOCIATE SUBSCRIBER shall provide METROLIST with signatures and the information required to be provided under Section 29 of this Agreement as a condition prior to obtaining access to the IDX Database. IDX ASSOCIATE SUBSCRIBER shall immediately notify METROLIST of any changes to such information. The information required to be given and maintained as complete and accurate at all times includes the specific website of IDX ASSOCIATE SUBSCRIBER where it will and is authorized to display IDX Content the Service Plan and Implementation choice. Such website identified by IDX ASSOCIATE SUBSCRIBER shall be the "Subscriber Website" hereunder. IDX ASSOCIATE SUBSCRIBER may only use and display IDX Content on such website specifically identified and approved by

METROLIST as the Subscriber Website. If IDX ASSOCIATE SUBSCRIBER fails to notify METROLIST of any changes to the information, access to the IDX Database may be suspended without prior notice.

4. SERVICES PROVIDED.

4.1 LICENSE GRANT. Provided Participant and IDX ASSOCIATE SUBSCRIBER is in full compliance with the terms of this Agreement and the Rules, METROLIST grants to IDX ASSOCIATE SUBSCRIBER a non-exclusive license (the "License") to access the IDX Database and to reproduce, transmit, and display the IDX Content solely in connection with and on the Subscriber Website. Subject to the foregoing License, as between IDX ASSOCIATE SUBSCRIBER and METROLIST, METROLIST shall retain all right, title, and interest in the IDX Database.

4.2 UNAUTHORIZED USE.

(a) IDX ASSOCIATE SUBSCRIBER shall not use the IDX Database for any purpose other than that set forth in Section 4.1 without the prior, written consent of METROLIST

(b) Except to the extent that IDX ASSOCIATE SUBSCRIBER is authorized to access and use the IDX Database pursuant to Section 4.1, IDX ASSOCIATE SUBSCRIBER shall not reproduce or allow anyone else to reproduce, sell, license, rent, transfer, transmit, broadcast, display, publish, or otherwise distribute, or in any manner commercially exploit any content accessed from the IDX Database in any format to anyone at any time during the course of this Agreement or thereafter.

(c) IDX ASSOCIATE SUBSCRIBER shall immediately destroy or delete and not use or display in any manner any and all information from the IDX Database that IDX ASSOCIATE SUBSCRIBER is not authorized to use.

(d) Upon receiving notice from METROLIST or from the real estate Broker that was the source of certain content, that such content in the IDX Database is no longer licensed, IDX SUBSCRIBER shall immediately destroy or delete and not use or display such content.

(e) IDX ASSOCIATE SUBSCRIBER shall not and shall not allow any third party to, circumvent the security and access protections on the IDX Database, nor attempt or allow access to the IDX Database in excess of the License herein granted, nor in any manner alter or obscure any content or other material in the IDX Database.

(f) All rights not expressly granted to IDX ASSOCIATE SUBSCRIBER are hereby reserved by METROLIST.

5. **AUTHORIZED PURPOSE/PARTIES**. The IDX Database is provided to IDX ASSOCIATE SUBSCRIBER pursuant to this Agreement solely for the benefit of IDX ASSOCIATE SUBSCRIBER to display property Listings in the Subscriber Website, but which shall not be used by, licensed to, transferred to, sold to, sublet to, or otherwise made available to any other party.

6. ACCESS AND IMPLEMENTATION.

6.1 EQUIPMENT. IDX ASSOCIATE SUBSCRIBER is responsible for obtaining, configuring, and maintaining all computers, telecommunications, software, and other equipment and technology or resources that may be necessary or useful for accessing the IDX Database and for the proper use thereof. Further, IDX ASSOCIATE SUBSCRIBER shall be responsible for obtaining or providing all necessary computers, telecommunications, software, and other equipment and technology or resources to design, develop, implement, support, operate, host, and/or maintain the Subscriber Website so that the same will function as an operational World Wide Web site on the Internet.

6.2 ACCESS AND IMPLEMENTATION. The methods of accessing and implementing the IDX Database are described and set forth in Exhibit E attached hereto and made part hereof, which Exhibit E may be updated and modified from time to time by METROLIST. METROLIST reserves the right to modify Exhibit E and/or the method, means, or times of accessing the IDX Database and/or to modify the format of the IDX Database. In the event of a significant change, as determined in the sole discretion of METROLIST, METROLIST shall provide IDX ASSOCIATE SUBSCRIBER with a thirty (30) day prior written notice thereof.

7. **DISPLAY.** The Subscriber Website shall display the IDX Database in a manner that is acceptable to METROLIST, including, without limitation, by meeting the following requirements:
- 7.1 **LOGOS, DISCLAIMERS, COPYRIGHTS.** The Subscriber Website shall include the IDX Logos and IDX Disclaimers as set forth on Exhibit B attached hereto and made a part hereof. The Subscriber Website shall conspicuously and in prominent locations contain disclaimers and copyright information as set forth in Exhibit C attached hereto and made a part hereof. All uses of METROLIST's marks and logos and copyrights and designs shall strictly comply with METROLIST's use and quality standards associated with such material. METROLIST may inspect IDX ASSOCIATE SUBSCRIBER's use of such logos and materials and IDX ASSOCIATE SUBSCRIBERS shall promptly make modifications required by METROLIST to fully comply with such use and quality standards.
- 7.2 **LICENSED CONTENT FIELDS FOR DISPLAY.** The Subscriber Website shall display IDX Content according to the required, recommended, and optional fields listed on Exhibit D, according to the IDX Service Plan selected, attached hereto and made a part hereof. Display of required fields is mandatory and must be prominently displayed within each Listing in a readily visible color and typeface. The Subscriber Website shall not contain any field not listed on Exhibit D. METROLIST reserves the right to modify Exhibit D at any time by a thirty (30) day prior written notice to COMPANY. METROLIST may inspect the fields displayed on Subscriber Website, and IDX ASSOCIATE SUBSCRIBER shall promptly make modifications required by METROLIST to fully comply with this Agreement.
- 7.3 **DISPLAY REQUIREMENTS.** The Subscriber Website shall comply with all display requirements as set forth in Exhibits B, C, and D and the Rules at all times.
8. **CHANGE OF PURPOSE.** IDX ASSOCIATE SUBSCRIBER shall not change the nature or purpose of the Subscriber Website and shall not display or use the IDX Content through any electronic display or other media, other than the Subscriber Website.
9. **LAWFUL USE OF IDX DATABASE.** IDX ASSOCIATE SUBSCRIBER shall only use the IDX Database for lawful purposes.
10. **PAYMENT.** IDX ASSOCIATE SUBSCRIBER shall pay such fees as are detailed in Exhibit A attached hereto and made part hereof as the "Fee Schedule". The Fee Schedule is subject to modification for each Subsequent Term of this Agreement by a thirty (30) days prior notice from METROLIST which may be given in any manner, including by email, facsimile or notice posted on METROLIST's website.
11. **IDX ASSOCIATE SUBSCRIBER'S OBLIGATIONS AND RESPONSIBILITIES.**
- 11.1 **SUBSCRIBER WEBSITE.** IDX ASSOCIATE SUBSCRIBER shall be responsible for all risk of loss and liabilities associated with the Subscriber Website. IDX ASSOCIATE SUBSCRIBER shall have operational, technical, managerial, editorial, and day-to-day control over the Subscriber Website and/or shall be responsible for obtaining the same. IDX ASSOCIATE SUBSCRIBER shall be responsible for the Subscriber Website's compliance with this Agreement and the Rules regardless of any other party's involvement in the management, administration, or operation of the Subscriber Website.
12. **SERVICE PROVIDER.** If IDX ASSOCIATE SUBSCRIBER elects to use a third party service provider ("Service Provider") to design, develop, implement, support, operate, maintain, and/or host the Subscriber Website, such Service Provider must be and at all times remain a party in good standing to a current and subsisting Agreement for Internet Data eXchange Vendor with METROLIST.
13. **OWNERSHIP OF PRODUCT AND CONFIDENTIALITY.** IDX ASSOCIATE SUBSCRIBER hereby agrees that all knowledge and information regarding the IDX Database and any other information provided or made available to IDX ASSOCIATE SUBSCRIBER in connection with this Agreement, belongs to METROLIST, is protected by copyrights and is furthermore confidential and proprietary in nature. IDX ASSOCIATE SUBSCRIBER covenants that it will not challenge, interfere with, or violate METROLIST'S copyrights or other proprietary rights in the IDX Database. This Agreement and the Rules govern the extent to which IDX ASSOCIATE SUBSCRIBER may use the information. IDX ASSOCIATE SUBSCRIBER agrees to hold any trade secrets, source codes, and technical expertise obtained from METROLIST confidential and not disclose such information to any unauthorized party. This obligation to maintain the confidentiality of the information shall survive the termination of this Agreement.

14. METROLIST'S DISCLAIMERS.

14.1 **SUBSCRIBER WEBSITE.** METROLIST shall not be responsible for any operational, technical, managerial, day-to-day control, or other matters concerning the Subscriber Website. METROLIST shall not be held liable for any damages resulting from IDX ASSOCIATE SUBSCRIBER'S use of the IDX Database or from any party's use, access to, or operation of the Subscriber Website.

14.2 **EDITORIAL CONTROL.** METROLIST shall not be responsible for reviewing, editing, or exercising any form of editorial control over the IDX Database or the content on the Subscriber Website. Nonetheless, METROLIST may, without obligation, perform periodic audits of the Subscriber Website to enforce compliance with this Agreement and the Rules. If a violation is found METROLIST will enforce compliance and seek remedies in accordance with the Rules.

14.3 **NO WARRANTIES.** METROLIST AND ITS LICENSORS, AND THIRD-PARTY SERVICE, CONTENT AND DATA SUPPLIERS MAKE NO EXPRESS OR IMPLIED WARRANTIES HEREUNDER OR WITH RESPECT TO THE SERVICE OR IDX DATABASE OR ACCESS, AND HEREBY DISCLAIM ALL WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, UPTIME, ACCURACY, ADEQUACY, COMPLETENESS, CURRENCY, OR RELIABILITY. METROLIST'S IDX DATABASE AND ACCESS ARE PROVIDED ON AN "AS IS", "AS AVAILABLE" BASIS. USE OF THE IDX DATABASE AND ACCESS IS AT THE SOLE RISK OF IDX ASSOCIATE SUBSCRIBER. METROLIST, ITS LICENSORS, AND THIRD-PARTY SERVICE, CONTENT, AND INFORMATION SUPPLIERS DO NOT WARRANT THAT METROLIST'S IDX DATABASE AND ACCESS WILL BE UNINTERRUPTED OR ERROR-FREE.

14.4 **NO FAIR HOUSING WARRANTY.** METROLIST, its licensors, and its third-party information suppliers do not warrant or guarantee that the content of the IDX Database complies with all Fair Housing laws and regulations. METROLIST shall not be responsible for monitoring or reviewing the content of the IDX Database for compliance with Fair Housing or any other laws and regulations.

14.5 **LIMITATION OF LIABILITIES.** IN NO EVENT SHALL METROLIST BE LIABLE TO IDX ASSOCIATE SUBSCRIBER OR ANY PARTY UNDER ANY THEORY OR CAUSE OF ACTION FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL METROLIST'S AGGREGATE LIABILITY UNDER THIS AGREEMENT EXCEED THE FEES (NOT INCLUDING INTEREST OR AMOUNTS COLLECTED AS DAMAGES OR IN COMPENSATION FOR BREACH) ACTUALLY COLLECTED BY METROLIST HEREUNDER IN THE TWELVE MONTH PERIOD BEFORE ANY CLAIM IS MADE BY IDX SUBSCRIBER.

15. **ENFORCEMENT.** The ability to display other Participants' Listings on the Internet carries a heavy responsibility to protect the interests of every Participant. Regardless of the nature of the violation, the MLS Rules and Regulations Committee will impose upon the IDX ASSOCIATE SUBSCRIBER such enforcement measures set forth in the Rules, as they may be modified by METROLIST from time to time. No remedies will be sought from or charges assessed against IDX ASSOCIATE SUBSCRIBER for errors in content or display made by METROLIST. The Participant authorizing IDX ASSOCIATE SUBSCRIBER's execution of this Agreement shall at all times remain responsible and primarily liable for all the debts, obligations, and compliance issues of its IDX ASSOCIATE SUBSCRIBERS hereunder.

16. **FORCE MAJEURE.** Neither party shall be responsible for any failure or delay in performance under this Agreement, except for the obligation to make payment, if such failure or delay results from circumstances in any way beyond its control including, but not limited to, government regulations, fire, natural disaster, communication line failure, power failure, or act of God.

17. **NO REFUNDS.** In no event shall IDX ASSOCIATE SUBSCRIBER be entitled to any refunds, credits, or setoffs under this Agreement. IDX ASSOCIATE SUBSCRIBER's sole remedy for any cause of action related to this Agreement or the IDX Database shall be to terminate this Agreement.

18. TERMINATION.

18.1 Upon and concurrently with termination for any reason of the Participation Agreement between METROLIST and the Participant authorizing IDX ASSOCIATE SUBSCRIBER's execution of this Agreement (or of any other agreement between METROLIST, Participant and/or IDX ASSOCIATE SUBSCRIBER that provides Participant and/or IDX

ASSOCIATE SUBSCRIBER with access to METROLIST'S products and services, regardless of the title of such agreement), this Agreement shall terminate automatically and without prior notice.

- 18.2 The Participant, of whom the IDX ASSOCIATE SUBSCRIBER is a Licensee, shall have the option to terminate this Agreement by notifying METROLIST in writing requesting to terminate this Agreement.
- 18.3 In the event the IDX ASSOCIATE SUBSCRIBER changes offices to become a Licensee of a new Participant, or the Participant of the office changes, this Agreement will terminate. A new Agreement, with authorization from the new Participant must be signed in order for the IDX ASSOCIATE SUBSCRIBER to have continued access to the IDX Database.
- 18.4 In the event IDX ASSOCIATE SUBSCRIBER's Participant opts out of participation in the IDX program or otherwise ceases to submit its Listings for inclusion in the IDX Database, this Agreement shall terminate automatically and immediately without notice.
- 18.5 IDX ASSOCIATE SUBSCRIBER shall notify METROLIST in writing of any intent to terminate this Agreement.
- 18.6 METROLIST may immediately terminate this Agreement and access to the IDX Database in the event of a breach or threatened breach of this Agreement. METROLIST reserves the right to suspend access or disable IDX ASSOCIATE SUBSCRIBER's access to IDX at any time if in its reasonable judgment doing so would protect the security and integrity of the IDX Database and related services.
- 18.7 Upon termination of this Agreement for any reason, IDX ASSOCIATE SUBSCRIBER shall immediately destroy or delete and not use or display in any manner any and all information it accessed from the IDX Database, IDX Logos, and IDX Disclaimers in the Subscriber Website.
- 19. **OTHER DOCUMENTATION.** The parties to this Agreement agree to execute and deliver any documents or legal instruments necessary or desirable to carry out the provisions of this Agreement.
- 20. **ASSIGNABILITY.** The provisions of this Agreement shall be binding upon and inure to the benefit of the parties and their respective legal representatives, heirs, successors, and assigns. Notwithstanding the foregoing, in no event shall IDX ASSOCIATE SUBSCRIBER assign this Agreement in whole or in part. Any such assignment by IDX SUBSCRIBER shall be null and void.
- 21. **ARBITRATION.** The parties shall arbitrate any and all disputes arising out of this Agreement or out of the use of the IDX Database. Such arbitration shall occur in Arapahoe County, Colorado, and shall be conducted by the Judicial Arbitrator Group, Inc. in accordance with the rules of the American Arbitration Association in effect at the time the dispute arose. The arbitration award shall be final and binding. Either party may enter the award in any court having jurisdiction and may make application to the court for enforcement.
- 22. **NOTICES.** All notices required or permitted to be given pursuant to this Agreement shall be given in writing or electronically and delivered, emailed, or faxed to the addresses and numbers below:
 - If to IDX SUBSCRIBER: To IDX SUBSCRIBER's address shown below

 - If to METROLIST: METROLIST, INC.
6455 S. Yosemite St., Suite 500
Greenwood Village, CO 80111
IDX@Metrolist.com
Fax: 303-850-9637
- 23. **AMENDMENT.** Except for those provisions which may be amended by the sole discretion of METROLIST, this Agreement may be altered, amended, or modified only by a written agreement executed by all of the parties to this Agreement.
- 24. **COMPLETE AGREEMENT.** The terms of this Agreement, definitions under the Participation Agreement, the Rules, and any other documents, agreements, exhibits and schedules attached hereto or referenced herein, constitute the final,

complete, and exclusive understanding between the parties with respect to the subject matter of this Agreement and supersede all prior and contemporaneous agreements, understandings, inducements, and conditions, expressed or implied, oral or written.

- 25. **NON-WAIVER.** No delay or failure by either party to exercise any right under this Agreement, and no partial or single exercise of that right, shall constitute a waiver of that or any other right, unless otherwise expressly provided in this Agreement.
- 26. **SEVERABILITY OF TERMS.** The terms of this Agreement are independent of and severable from each other, and neither this Agreement nor any provision shall be affected or rendered invalid or unenforceable by virtue of the fact that any other of the provisions may be invalid or unenforceable, in whole or in part, for any reason. Paragraph and section headings are for convenience only.
- 27. **LAW.** This Agreement and all questions relating to its validity, interpretation, performance, and enforcement shall be governed by and construed in accordance with the laws of the State of Colorado.
- 28. **CONSTRUCTION.** Nothing in this Agreement shall be considered to constitute or create a partnership, association, or joint venture between METROLIST and IDX ASSOCIATE SUBSCRIBER.

*[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.
SIGNATURES ON FOLLOWING PAGE]*

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

Executed this _____ day of _____, 20_____

AGENT INFORMATION:

Name (please print): _____ Username: _____

Email: _____

Website Address (URL): _____

OFFICE INFORMATION:

Office Name: _____ Office ID: _____

Office Address: _____

City: _____ State: _____ Zip: _____

IDX INFORMATION:

IDX Vendor (Service Provider): _____

Service Plan (✓ One):

Professional

Premier

Framed

Vendor (Template)

Vendor (Template)

Do you currently have an IDX agreement on file? Yes No

If yes, is this IDX Agreement going to replace the existing Agreement? Yes No

If yes, what is the website this Agreement is replacing? _____

If yes, who is the vendor this Agreement is replacing? _____

Attach additional pages as necessary to list all website addresses and Service Providers.

*If the named Website Administrator is a Service Provider and not the IDX ASSOCIATE SUBSCRIBER or an employee of the IDX ASSOCIATE SUBSCRIBER, the Service Provider must sign a valid Agreement for Internet Data eXchange Vendor.

SIGNATURES:

IDX SUBSCRIBER (signature): _____ Date: _____

AUTHORIZING PARTICIPANT BROKER (signature): _____ Date: _____

By signing this agreement, the PARTICIPANT acknowledges having read this Internet Data eXchange Agreement - Associate and AGREES to allow IDX ASSOCIATE SUBSCRIBER to enter into this agreement and acknowledges PARTICIPANT's responsibilities, applicable sanctions under Section 15, and the penalties and fee schedule under Exhibit A.



Attached to and made a part of that certain INTERNET DATA EXCHANGE AGREEMENT, dated on or about _____,
between METROLIST, INC. and IDX ASSOCIATE SUBSCRIBER

PRICING SCHEDULE

Professional Service Plan

Framed or Vendor (Template option)

Set-up Fee \$25.00
Monthly Fee per Subscriber Website..... *First two included*
Monthly Fee for 3 or more Subscriber Websites \$10.00

Premier Service Plan

Vendor (Template option)

Set-up Fee \$75.00
Monthly Fee per Subscriber Website..... \$45.00

This pricing schedule is subject to modification for each Subsequent Term of the Internet Data eXchange Agreement with at least thirty (30) days notice.



Attached to and made a part of that certain INTERNET DATA EXCHANGE AGREEMENT, dated on or about _____, between METROLIST, INC. and IDX ASSOCIATE SUBSCRIBER.

IDX LOGO AND IDX DISCLAIMER

IDX LOGO. The Website 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 IDX Subscriber’s Web site and/or IDX Associate Subscriber’s Web site includes a single Listing per screen, the IDX Logo must be displayed with the Listing on the screen, or if IDX Subscriber’s Web site and/or IDX Associate Subscriber’s Web site includes multiple Listings per page, the IDX Logo must be displayed with each Listing on the page.



IDX DISCLAIMER. The Website shall include the following IDX Disclaimer on every page or screen of the Website in which Licensed 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.® 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.”



Attached to and made a part of that certain INTERNET DATA EXCHANGE AGREEMENT, dated on or about _____, between METROLIST, INC. and IDX ASSOCIATE SUBSCRIBER.

DISCLAIMERS AND COPYRIGHT LANGUAGE

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. 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. 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. 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.



6. © 20_____ METROLIST, INC.® – All Rights Reserved
6455 S. Yosemite St., Suite 500
Greenwood Village, CO 80111 USA
7. ALL RIGHTS RESERVED WORLDWIDE. No part of this publication may be reproduced, adapted, translated, stored in a retrieval system or transmitted in any form or by any means, electronic, mechanical, photocopying, recording, or otherwise, without the prior written permission of the publisher. The information contained herein including but not limited to all text, photographs, digital images, virtual tours, may be seeded and monitored for protection and tracking.



Attached to and made a part of that certain INTERNET DATA EXCHANGE AGREEMENT, dated on or about _____, between METROLIST, INC. and IDX ASSOCIATE SUBSCRIBER.

LICENSED CONTENT FIELDS FOR IDX DISPLAY

RESIDENTIAL PROPERTY TYPE

Required Content	Required Field	Recommended Fields	Optional Fields	Optional Fields
PHOTO	LISTING NUM	% BSMT FINISHED	# OF FIREPLACES	LIVING ROOM
IDX LOGO	OFFICE NAME	AD DIRECTION	ACRES	LONG
IDX DISCLAIMER	STATUS * SU	ADDRESS NUM	AGENT ID	M BA
		BASEMENT	ARCHITECTURE	M SQ
		BATHS TOTAL	AREA	MAP#
		BEDROOMS TOTAL	AVG UTIL	MASTER BR
		BSMT FINISHED	B BA	MB LOC
		CAR STORAGE	B BR	MEASUREMENT FRO
		CITY	B SQ	MODEL
		CONSTRUCTION	BUILDER	MULTIPLE HOAS
		DESC1	D1	NS DIR
		DESC2	D2	NS#
		ELEMENTARY	D3	OFFICE ID
		FINISH SQFT TOT	D4	PH LISTOR
		HORSES	D5	PH OFFICE
		JR HIGH/MIDDLE	DATE MEASURED	PHOTO COUNT
		LIST PRICE * AU	DINING ROOM	PIN
		LOT SIZE	EMAIL	ROOFING MATERIA
		PROPERTY TYPE	EW DIR	SCHOOL DISTRICT
		PUBLIC REMARKS	EW#	SD LOC
		SOLD DATE * S	FACES	SECTION
		SOLD PRICE * S	FAMILY ROOM	SEWER
		SPACES	FAX#	SQUARE FEET
		SR HIGH	FEE INCLUDES	STUDY/DEN
		ST TYPE	FEE QUOTED	SUBFLOOR
		STREET NAME	FIREPLACE LOC	TAX COUNTY CODE
		STYLE	FR LOC	TAXES
		SUB AREA	HEAT	TERMS
		TOUR URL	HOA NAME	TOTAL HOA FEES
		YEAR	HOA PHONE NUM	TOTAL SQUARE FT
		ZIP CODE	KITCHEN	TYPE
			L BA	U BA
			L BR	U BR
			L SQ	U SQ
			LAT	UNDER CONTRACT DATE * U
			LAUNDRY LOC	UNINCORPORATED
			LISTOR	WATER
				ZONED

- * **SU** fields only required for listings with an Under Contract or Sold status
- * **AU** fields only available for listings with an Active or Under Contract status
- * **S** fields only available for listings with a Sold status
- * **U** fields only available for listings with an Under Contract status

Fields available for listings with a Sold and/or Under Contract status are only available for display when the IDX ASSOCIATE SUBSCRIBER is registered for the Premier IDX Service Plan.

CONDOMINIUM PROPERTY TYPE

Required Content	Required Field	Recommended Fields	Optional Fields	Optional Fields
PHOTO	LISTING NUM	% BSMT FINISHED	# OF FIREPLACES	LIVING ROOM
IDX LOGO	OFFICE NAME	AD DIRECTION	AGENT ID	LONG
IDX DISCLAIMER	STATUS* SU	ADDRESS NUM	ARCHITECTURE	M BA
		BASEMENT	AREA	M BR
		BATHS TOTAL	AVG UTIL	M SQ
		BEDROOMS TOTAL	B BA	MAP#
		BLDG #	B BR	MASTER BR
		BSMT FINISHED	B SQ	MB LOC
		CAR STORAGE	BUILDER	MEASUREMENT FRO
		CITY	D1	MODEL
		CONSTRUCTION	D2	MULTIPLE HOA
		DESC1	D3	NS DIR
		DESC2	D4	NS#
		ELEMENTARY	D5	OFFICE ID
		FINISH SQFT TOT	DINING ROOM	PH LISTOR
		JR HIGH/MIDDLE	EMAIL	PH OFFICE
		LIST PRICE * AU	EW DIR	PHOTO COUNT
		MULTIPLE HOAS	EW#	PIN
		NAME	FAMILY ROOM	ROOFING MATERIA
		PROPERTY TYPE	FAX#	SCHOOL DISTRICT
		PUBLIC REMARKS	FEE INCLUDES	SD LOC
		SOLD DATE * S	FEE QUOTED	SECTION
		SOLD PRICE * S	FIREPLACE LOC	SQUARE FEET
		SPACES	FR LOC	STUDY/DEN
		SR HIGH	HEAT	SUBFLOOR
		ST TYPE	HOA NAME	TAX COUNTY CODE
		STREET NAME	HOA PHONE NUM	TAXES
		STYLE	KITCHEN	TERMS
		SUB AREA	L BA	TOTAL SQUARE FT
		TOTAL HOA FEES	L BR	U BA
		TOUR URL	L SQ	U BR
		TYPE	LAT	U SQ
		UNIT #	LAUNDRY LOC	UNDER CONTRACT DATE * U
		YEAR	LEVEL	UNINCORPORATED
		ZIP CODE	LISTOR	UNIT ON END
				WSH/DRY HOOK-UP

* **SU** fields only required for listings with an Under Contract or Sold status

* **AU** fields only available for listings with an Active or Under Contract status

* **S** fields only available for listings with a Sold status

* **U** fields only available for listings with an Under Contract status

Fields available for listings with a Sold and/or Under Contract status are only available for display when the IDX ASSOCIATE SUBSCRIBER is registered for the Premier IDX Service Plan.

LAND PROPERTY TYPE

Required Content	Required Field	Recommended Fields	Optional Fields	Optional Fields
PHOTO	LISTING NUM	ACRES	ACCESSED BY	PERMIT/REGISTRA
IDX LOGO	OFFICE NAME	AD DIRECTION	AGENT ID	PH LISTOR
IDX DISCLAIMER	STATUS* SU	ADDRESS NUM	AREA	PH OFFICE
		CITY	COVENANTS	PHOTO COUNT
		ELEMENTARY	D1	PH OFFICE
		HORSES	D2	PHOTO COUNT
		JR HIGH/MIDDLE	D3	PIN
		LOT SIZE	D4	PPA
		LIST PRICE * AU	D5	ROAD SURFACE
		PROPERTY TYPE	DESC1	SCHOOL DISTRICT
		PUBLIC REMARKS	DESC2	SECTION
		SOLD DATE * S	ELECTRICITY	SEWER
		SOLD PRICE * S	EMAIL	SEWER TAP FEE
		SR HIGH	EW DIR	SITE FRONTAGE
		ST TYPE	EW#	STATUS
		STREET NAME	FACES	SURVEY
		SUB AREA/PROP N	FAX#	SWR TAP PD
		TOPOGRAPHY	FEE QUOTED	TAX COUNTY CODE
		TOUR URL	GAS	TAX YEAR
		TYPE	GAS TAP FEE	TAXES
		WELL	LAT	TERMS
		ZIP CODE	LISTOR	TOTAL HOA FEES
			LONG	UNINCORPORATED
			MAINTAINED BY	UNDER CONTRACT DATE * U
			MAP#	USAGE FOR WELL
			MULTIPLE HOAS	WATER
			NS DIR	WATER TAP FEE
			NS#	WTR TAP PD
			OFFICE ID	ZONED
				ZONING JURISDIC

* **SU** fields only required for listings with an Under Contract or Sold status

* **AU** fields only available for listings with an Active or Under Contract status

* **S** fields only available for listings with a Sold status

* **U** fields only available for listings with an Under Contract status

Fields available for listings with a Sold and/or Under Contract status are only available for display when the IDX ASSOCIATE SUBSCRIBER is registered for the Premier IDX Service Plan.

INCOME PROPERTY TYPE

Required Content	Optional Fields	Optional Fields	Optional Fields
PHOTO	#FURNISHED	3BDRM #WA	DESC1
IDX LOGO	1BDRM #AC/EC	3BDRM AVG RENT\$	DESC2
IDX DISCLAIMER	1BDRM #BATH	3BDRM AVG SF	ELECTRICITY
	1BDRM #DR	4+BDRM #AC/EC	EMAIL
Required Field	1BDRM #DW	4+BDRM #BATH	EW DIR, EW#
LISTING NUM	1BDRM #FP	4+BDRM #DR	FAX#
OFFICE NAME	1BDRM #HKUP	4+BDRM #DW	FEE QUOTED
STATUS* SU	1BDRM #OF UNITS	4+BDRM #FP	FRONTAGE
	1BDRM #RF	4+BDRM #HKUP	GAS, HEAT
Recommended Fields	1BDRM #ST	4+BDRM #OF UNIT	LAT, LONG
%BSMT FINISHED	1BDRM #WA	4+BDRM #RF	LISTOR
AD DIRECTION	1BDRM AVG RENT\$	4+BDRM #ST	MAP#
ADDRESS NUM, 2 ND NUM	1BDRM AVG SF	4+BDRM #WA	MEASUREMENT FRO
BASEMENT	2BDRM #AC/EC	4+BDRM AVG RENT	MULTIPLE HOAS
BATHS TOTAL	2BDRM #BATH	4+BDRM AVG SF	NS DIR, NS#
BEDROOMS TOTAL	2BDRM #DR	AAE, AAI, AANI	OFFICE ID
CAR STORAGE	2BDRM #DW	ACRES, AGENT ID	PAE, PAI, PANI
CITY	2BDRM #FP	ARCHITECTURE	PH LISTOR, PH OFFICE
CONSTRUCTION	2BDRM #HKUP	AREA	PHOTO COUNT
ELEMENTARY	2BDRM #OF UNITS	B SQ	PIN
FINISH SQFT TOT	2BDRM #RF	BUF #AC/EC	PROPERTY NAME
JR HIGH/MIDDLE	2BDRM #ST	BUF #BATH	ROOFING MATERIA
LIST PRICE * AU	2BDRM #WA	BUF #DR	SECTION
LOT SIZE	2BDRM AVG RENT\$	BUF #DW	SQUARE FEET
PRICE	2BDRM AVG SF	BUF #FP	STATUS
PROPERTY TYPE	3BDRM #AC/EC	BUF #HKUP	TAX COUNTY CODE
PUBLIC REMARKS	3BDRM #BATH	BUF #OF UNITS	TAX YEAR, TAXES
SCHOOL DISTRICT	3BDRM #DR	BUF #RF	TERMS
SOLD DATE * S	3BDRM #DW	BUF #ST	TOTAL BEDROOMS
SOLD PRICE * S	3BDRM #FP	BUF #WA	TOTAL HOA FEES
SPACES	3BDRM #HKUP	BUF AVG RENT\$	TOTAL SQUARE FT
SR HIGH	3BDRM #OF UNITS	BUF AVG SF	UNDER CONTRACT DATE * U
ST TYPE	3BDRM #RF	D1, D2, D3, D4, D5	UNINCORPORATED
STREET NAME	3BDRM #ST	DEPTH	VACANT
STYLE			ZONED
SUB AREA			
TOUR URL			
UNITS			
YEAR			
ZIP CODE			

- * **SU** fields only required for listings with an Under Contract or Sold status
- * **AU** fields only available for listings with an Active or Under Contract status
- * **S** fields only available for listings with a Sold status
- * **U** fields only available for listings with an Under Contract status

Fields available for listings with a Sold and/or Under Contract status are only available for display when the IDX ASSOCIATE SUBSCRIBER is registered for the Premier IDX Service Plan.



Attached to and made part of that certain INTERNET DATA EXCHANGE AGREEMENT dated on or about _____, between METROLIST, INC. and IDX ASSOCIATE SUBSCRIBER.

SERVICE PLANS AND IMPLEMENTATIONS

IDX ASSOCIATE SUBSCRIBERS may use the Professional or Premier Service Plan and select from Framed or Vendor implementations.

PROFESSIONAL SERVICE PLAN. Metrolist will make updates to the IDX Database available 7 days a week. The IDX Database for the Professional Service Plan will include Active status listings and up to 10 photos per listing. Under the Professional Service Plan the following implementations are available.

1. **FRAMED.** The Framed implementation will allow IDX ASSOCIATE SUBSCRIBER to display the IDX Database, using METROLIST search engine, within frames in the Subscriber Website. METROLIST will provide access to a generic website complete with a search engine developed by METROLIST or its providers. METROLIST will provide content and formatting, including Fair Housing disclaimers and logos, copyright disclaimers, IDX Logos, and IDX Disclaimers.
2. **VENDOR.** One option is available under the Vendor implementation: Template.
 - a. Template. A Service Provider as defined in Section 12 provides a standardized search engine and display previously approved in writing by METROLIST utilizing the IDX Database.

IDX ASSOCIATE SUBSCRIBERS may use the Premier Service Plan and select from Vendor implementation.

PREMIER SERVICE PLAN. Metrolist will make updates to the IDX Database available 7 days a week. The IDX Database for the Professional Service Plan will include Active listings and up to 10 photos per Active listing, Under Contract and Sold status listings and 1 photo per Under Contract and Sold listings. Under the Premier Service Plan the following implementations is available.

1. **VENDOR.** One option is available under the Vendor implementation: Template.
 - a. Template. A Service Provider as defined in Section 12 provides a standardized search engine and display previously approved in writing by METROLIST utilizing the IDX Database.