

CoSTAR PHOTO EXPRESS™ ORDER FORM

Please complete all fields, sign and fax to
CoStar at 1-888-253-3354



CLIENT

NAME	EMAIL		
COMPANY	TELEPHONE		
ADDRESS	CITY	ST	ZIP

SCHEDULE OF SERVICES

PHOTO #1			
BUILDING ADDRESS	CITY	ST	ZIP
DESCRIPTION FROM COSTAR PROPERTY (I.E., MAIN, ALTERNATE #1, ALTERNATE#2, ETC.)		COSTAR INTERNAL USE	
LISTING SERVICE #1	LISTING SERVICE #2	LISTING SERVICE #3	
PHOTO #2			
BUILDING ADDRESS	CITY	ST	ZIP
DESCRIPTION FROM COSTAR PROPERTY (I.E., MAIN, ALTERNATE #1, ALTERNATE#2, ETC.)		COSTAR INTERNAL USE	
LISTING SERVICE #1	LISTING SERVICE #2	LISTING SERVICE #3	
PHOTO #3			
BUILDING ADDRESS	CITY	ST	ZIP
DESCRIPTION FROM COSTAR PROPERTY (I.E., MAIN, ALTERNATE #1, ALTERNATE#2, ETC.)		COSTAR INTERNAL USE	
LISTING SERVICE #1	LISTING SERVICE #2	LISTING SERVICE #3	

FEES/CREDIT CARD INFORMATION

NO. OF PHOTOS	PRICE PER PHOTO IDENTIFIED ABOVE	PRE-TAX TOTAL
	\$360	
CARD NUMBER	CARD TYPE	
	<input type="checkbox"/> Visa <input type="checkbox"/> American Express <input type="checkbox"/> Mastercard	
NAME ON CARD	EXPIRATION DATE	
BILLING ADDRESS	CITY	ST ZIP

AUTHORIZATION

SIGNATURE	NAME

By signing above, you agree to this Order Form and the attached CoStar Photo Express Terms & Conditions (collectively, the "Agreement").

COSTAR PHOTO EXPRESS™ TERMS AND CONDITIONS

1. This Agreement between the Client named on the Order Form ("Client") and CoStar Realty Information, Inc. ("CoStar") establishes the terms and conditions under which CoStar will license the photographs identified on the Order Form (each a "Photo") to Client. This Agreement shall become binding when CoStar emails the Photos to Client after receiving an Order Form completed in its entirety. The term of this Agreement shall begin on the date that CoStar emails the Photos to Client and shall automatically expire twelve months later, unless earlier terminated pursuant to the terms hereof. Client shall not enter into this Agreement unless Client is currently an authorized user of the CoStar Property Professional® service pursuant to a separate written agreement with CoStar.
2. Subject to the terms of this Agreement, CoStar grants Client a non-exclusive, non-transferable right to use the Photos during the term of the Agreement for the following purpose: posting the Photos for display in electronic format on the Internet listing services designated on the Order Form (the "Listing Services") in connection with marketing a property that Client owns, controls, represents or holds an exclusive listing. Client shall not submit any Photo to any listing service not designated for the Photo on the Order Form at the time of submission to CoStar. No changes, additions or substitutions are permitted with respect to the designation of Listing Services for a Photo.
3. This is a license agreement and not an agreement for sale. CoStar and its licensors retain all ownership and other proprietary rights in and to the Photos, including all copyright rights. Client shall have no right to the Photos except to use the Photos as set forth herein. Client agrees not to remove or conceal any notices, logos or marks that appear on or in the Photos, such as the visible "CoStar Photo Express" mark. By no later than ten (10) days from the earlier of expiration or termination, Client shall take all necessary action to ensure that the Photos have been permanently removed and deleted, including from the Listing Services. At termination of this Agreement, Client may no longer use any Photo in any manner.
4. Client agrees to pay the fees identified on the Order Form (plus any applicable taxes) and Client hereby authorizes CoStar to assess such charges to Client's credit card. CoStar shall treat all credit card information provided by the Client as confidential and will not use it for any reason other than in connection with the assessment of charges to Client's credit card as set forth herein. CoStar reserves the right to terminate this Agreement at any time, in which case, so long as Client has not breached this Agreement, CoStar shall refund any fees paid for periods after such termination.
5. Client acknowledges that there is no affiliation, endorsement or sponsorship of the CoStar Photo Express service by the Listing Services. Any terms and conditions governing use of Listing Services is a matter between Client and such Listing Services, and Client shall not use the Photos to violate any rights or interests held by a third-party. CLIENT ACKNOWLEDGES THAT, TO THE MAXIMUM EXTENT PERMITTED BY LAW, COSTAR EXPRESSLY DISCLAIMS ANY WARRANTIES, CONDITIONS, GUARANTEES OR REPRESENTATIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED. COSTAR AND ITS AFFILIATES AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES AND AGENTS (COLLECTIVELY, THE "COSTAR PARTIES"), WILL NOT BE HELD LIABLE FOR ANY LOSS, COST OR DAMAGE SUFFERED OR INCURRED BY CLIENT OR ANY THIRD-PARTY ARISING OUT OF OR RELATED TO ANY FAULT, INACCURACY, ERROR, OMISSION, INTERRUPTION OR DELAY IN THE PHOTOS, REGARDLESS OF HOW SUCH LOSS, COST OR DAMAGE ARISES. THE COSTAR PARTIES' AGGREGATE CUMULATIVE LIABILITY RELATING TO THIS AGREEMENT SHALL BE LIMITED TO CLIENT'S ACTUAL, RECOVERABLE DIRECT DAMAGES, IF ANY, WHICH IN NO EVENT SHALL EXCEED THE TOTAL AMOUNT OF FEES ACTUALLY PAID TO COSTAR UNDER THIS AGREEMENT. UNDER NO CIRCUMSTANCES WILL ANY OF THE COSTAR PARTIES BE LIABLE FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY, SPECIAL OR CONSEQUENTIAL DAMAGES.
6. This Agreement constitutes the entire agreement between CoStar and Client with respect to the subject matter hereof, provided that this Agreement does not supersede any other written agreement unless expressly provided herein. All notices given hereunder will be in writing, delivered by registered or overnight carrier. This Agreement shall be construed under the laws of the State of Maryland, without regard to choice of law principles. The federal and state courts in Maryland shall be the exclusive jurisdiction for any action against CoStar in connection with this Agreement or use of the Photos.