

CoStar License Agreement Terms and Conditions

These CoStar License Agreement Terms and Conditions form a material part of the License Agreement which references these CoStar License Agreement Terms and Conditions.

1. **Definitions.** As used herein, the following terms shall have the following meanings:

- **Agreement:** The License Agreement, together with these CoStar License Agreement Terms and Conditions that were effective as of the time the parties fully executed the License Agreement, and any other terms and conditions expressly incorporated therein.
- **Analysis:** Forecasts, evaluations, simulations, assessments, models, processes, methods, techniques, applications, procedures, formulae, algorithms and other analyses related to real estate, lodging industry and/or securities, including but not limited to those related to Licensee's portfolio or otherwise resulting from the performance of services rendered in connection with any consulting agreement between CoStar and Licensee.
- **Authorized User:** (a) If Licensee is an individual, Authorized User shall mean Licensee, otherwise (b) Authorized User shall mean each individual who is (1) Licensee's employee or exclusive contractor (i.e. an individual person working as an independent contractor solely for Licensee and not also for themselves or another company with real estate or lodging industry information needs, and performing substantially the same services for Licensee as an employee of Licensee), (2) associated with the site(s) specifically identified in the License Agreement, and (3) included on CoStar's list of Authorized Users and associated sites for the CoStar Product. The number of Authorized Users shall not exceed the number of users set forth in the License Agreement.
- **Client Materials:** Licensee's own reports, analyses or presentations prepared for Licensee's clients or prospective clients.
- **CPI:** Consumer Price Index for All Urban Consumers (CPI-U).
- **CoStar:** CoStar Realty Information, Inc. and/or the applicable subsidiary thereof that is providing the applicable Licensed Product.
- **CoStar Excerpts:** Limited amounts of Information and limited excerpts and discrete portions of Analysis, including limited excerpts and discrete portions from CoStar Market Reports.
- **CoStar Market Reports:** CoStar's real estate and/or lodging industry market reports, which may contain elements of the Database or the Analysis.
- **CoStar Parties:** CoStar and its affiliates and their respective partners, officers, directors, employees, agents, and third-party suppliers, and each of their successors and assigns.
- **CoStar Product:** Those portions of the Database, Information, Analysis, and CoStar Market Reports that are licensed pursuant to this Agreement, including any updates or modifications thereto, and any information derived therefrom (including without limitation any information derived as a result of the verification of any portion thereof), the proprietary organization, layout, design and structures for categorizing sorting, and displaying it, and the related tools and software.
- **Database:** CoStar's proprietary database of real estate and/or lodging industry information.
- **Information:** The information, text, forms, agreements, videos, photographic and other imagery, and data contained in or supplied from the Database.
- **License Agreement:** The License Agreement or Subscription Form into which these CoStar License Agreement Terms and Conditions are incorporated by reference.
- **License Fees:** The license fees specified in the License Agreement.
- **Licensed Product:** The CoStar Product, together with any other product expressly included in the definition of "Licensed Product" in the Agreement.
- **Licensee:** The Licensee identified in the License Agreement.
- **Passcode:** The username and password and any other authentication method used to access the Licensed Product.
- **Start Date:** The date CoStar disseminates to Licensee a Passcode for the Licensed Product; provided, that for existing customers with Passcodes, the Start Date shall be the date this Agreement is fully executed.

2. **License.**

- (a) During the term of this Agreement, CoStar hereby grants to Licensee a nonexclusive, nontransferable license to use only those portions of the Licensed Product that are expressly identified in the License Agreement, subject to and in accordance with the terms of this Agreement.
- (b) The CoStar Product may be used only by Authorized Users. Licensee understands that all individuals that benefit from the CoStar Product at each licensed site, which for the avoidance of doubt includes, without limitation, any broker, agent, researcher, analyst, appraiser, surveyor, valuer, investment professional (including those making/assisting with investment or lending decisions), advisor, underwriter, asset manager, sales or other similar personnel (including, but not limited to, managers or directors managing such personnel) must be an Authorized User regardless of how much they actually use the CoStar Product and Licensee agrees to notify CoStar if the number of such individuals at a site exceeds the number of Authorized Users set forth in this Agreement.

3. **Permitted Uses.** Subject to the prohibitions set forth below, during the term of this Agreement, Licensee may, in the ordinary course of business:

- (a) use the CoStar Product for Licensee's internal research purposes;
- (b) use the Database to:
 - (i) provide information (including via email) regarding particular properties to its clients and prospective clients;
 - (ii) market particular properties; and

- (iii) support its valuation, appraisal or counseling regarding a specific property;
- (c) share or distribute to clients and prospective clients (including via email) CoStar Excerpts that are contained in or incidental to Licensee's own Client Materials, so long as:
 - (i) such CoStar Excerpts are only supportive of, and do not independently form a substantial part of, the substance of the Client Materials;
 - (ii) Licensee shall be liable for any such distribution of the CoStar Excerpts;
 - (iii) Licensee shall always acknowledge CoStar as the source of the CoStar Excerpts within the Client Materials;
 - (iv) the Client Materials shall not include full copies or substantial portions of any CoStar Market Reports and may contain only limited amounts of building-specific and tenant-specific Information; and
 - (v) the Client Materials are distributed to a limited number of its clients and prospective clients, are not commercially or generally distributed;
- (d) print Information or copy Information into desktop, mobile, or cloud-based word processing, spreadsheet, presentation programs, or general-purpose productivity software packages (or any other software programs with the express written consent of CoStar) so long as:
 - (i) the level of Information being printed or copied is reasonably tailored for Licensee's purposes, insubstantial, in the ordinary course of Licensee's business, and used in compliance with the remainder of this Agreement; and
 - (ii) no such programs or storage solutions are used to create a searchable and/or competitive database (including, without limitation, any database that permits its users to search for and/or extract individual records or data points) of any portion of the CoStar Product; and
- (e) display on its own website photographs from the Licensed Product that depict properties that Licensee owns, controls, represents or holds exclusives, provided that:
 - (i) such photographs may not be altered, including without limitation the CoStar watermark;
 - (ii) such display rights shall cease upon expiration or termination of this Agreement; and
 - (iii) under no circumstances shall such photographs be posted on any website that competes with the Licensed Product.

4. **Prohibited Uses.**

- (a) Except as specifically set forth in Section 3 hereof or as may otherwise be agreed to by the parties in writing, Licensee shall not:
 - (i) distribute, disclose, copy, reproduce, make available, upload, post, communicate to the public by telecommunication, display, publish, transmit, assign, sublicense, transfer, provide access to, sell, directly or indirectly, any portion of the Licensed Product by any means (including without limitation the Internet, any bulletin board system, electronic network, listing service, or any other data sharing arrangement) to anyone other than Licensee and the Authorized Users, or modify, adapt or create derivative works of the Licensed Product; or

store, copy or export any portion of the Licensed Product into any database or other software program.
- (b) Notwithstanding any other provision herein, Licensee shall not, without the express written permission from CoStar:
 - (i) use any portion of the Licensed Product, including any portion independently verified or confirmed by Licensee, to create, directly or indirectly, any database or product;
 - (ii) access or use the Licensed Product if Licensee is a direct or indirect competitor of, or provides any portion of the Licensed Product to any direct or indirect competitor of, CoStar or its affiliates;
 - (iii) modify, merge, scrape, disassemble or reverse engineer any portion of the Licensed Product;
 - (iv) use, reproduce, publish, or compile any Information or Analysis for the purpose of selling or licensing it;
 - (v) use any portion of the Licensed Product in a manner that would violate any United States, United Kingdom, Canadian, European Union or other international, provincial, state or local law, regulation, rule, ordinance or common-law principle, including those relating to real estate practice, competition, marketing, advertising, defamation, securities, spam and privacy; or
 - (vi) in connection with the offer or sale of securities, use any portion of the Licensed Product, directly or indirectly, in any securities offering materials, registration statement, prospectus, or other filing with the United States Securities and Exchange Commission or any other federal, provincial, state, local or foreign governmental authority.

5. **Term.**

- (a) The initial term of this Agreement shall begin on the Start Date and continue for the term specified in the License Agreement, and expire at the end of such term on the last day of the calendar month in which the Start Date occurred. (By way of example, if the Start Date was on January 15 of 2050, with a one-year term, the initial term would end on January 31, 2051.)
- (b) This Agreement **shall automatically renew for successive periods of one (1) year each** unless at least sixty (60) days prior to the last day of the initial term or renewal term, as applicable, either party has provided to the other **written notice of nonrenewal**.

6. **Termination and Interruption of Access.**

- (a) Either party may terminate this Agreement if the other party:

- (i) materially breaches this Agreement, and such breach is not remedied within thirty (30) days after written notice to the breaching party; or
 - (ii) makes an assignment, arrangement or composition for the benefit of its creditors, or is the subject of a filing of a petition under any bankruptcy or insolvency law and such filing is not discharged within thirty (30) days of such filing.
- (b) CoStar may terminate this Agreement immediately without further obligation to Licensee:
- (i) upon CoStar's good faith determination of any violation by Licensee of Sections 4, 9 or 11 hereof, or any material violation of any other agreement between the parties or their affiliates;
 - (ii) upon five (5) days' written notice in the event that CoStar discontinues providing a particular product (which CoStar may do at any time in CoStar's sole discretion), in which case Licensee shall be released of its obligation to pay the License Fees attributable to the terminated portion of the Licensed Product from and after the effective date of such termination (and CoStar shall refund any prepaid License Fees attributable thereto); or
 - (iii) in the event Licensee is or becomes directly or indirectly owned or controlled (50% or more in the aggregate) by any individual or entity that is: designated pursuant to an economic sanctions program administered by the United Nations Security Council, the United States Treasury Department's Office of Foreign Assets Control (including but not limited to the Specially Designated Nationals and Blocked Persons List and the Sectoral Sanctions Identifications List), or the United Kingdom (under the Sanctions and Anti-Money Laundering Act 2018), or who is located, organized, or resident in a country or territory that is, or whose government currently is, the target of comprehensive embargoes imposed by the United Nations Security Council, the United States government, or the United Kingdom; designated on the Entity List administered by the United Nations Security Council Consolidated List, the United States Department of Commerce's Bureau of Industry and Security, or the United Kingdom Sanctions List administered by the United Kingdom Foreign, Commonwealth & Development Office; or in material violation of applicable human trafficking or child labor laws.
- (c) CoStar may interrupt the provision of any portion of the Licensed Product to Licensee upon CoStar's good faith determination of any actual or impending violation by Licensee of Sections 4, 9 or 11 hereof, or any material violation of any other agreement between the parties or their affiliates, in which case:
- (i) Licensee shall continue to be responsible for all License Fees (provided, however, that Licensee shall not be responsible for License Fees for an interrupted period if there was not an actual violation); and
 - (ii) CoStar will restore the provision of the Licensed Product only if, in CoStar's reasonable opinion, the violation has been resolved satisfactorily (including, if applicable bringing current any amounts due hereunder).
- (d) Upon Licensee's breach of any term of this Agreement that leads to a termination of this Agreement, all License Fees and all other fees payable hereunder shall become immediately due and payable in full, and in addition to the foregoing, CoStar's remedies shall include any damages and relief available at law or in equity. If CoStar retains any third party to obtain any remedy to which it is entitled under this Agreement, CoStar shall be entitled to recover all costs, including attorney's fees and collection agency commissions, CoStar incurs.

7. Post-Termination.

- (a) Upon termination or nonrenewal of this Agreement, Licensee may no longer use any portion of the Licensed Product in any manner.
- (b) Within ten (10) days after the effective date of termination or nonrenewal, Licensee will permanently delete or destroy all elements of the Licensed Product under its control; provided, however, that Licensee shall not be required to purge from its hard-copy, electronic or email files Information that Licensee's Authorized Users incorporated into Licensee's own reports, analyses or other materials in compliance with the terms of this Agreement and which are contained in such hard-copy, electronic or email files, so long as such materials are retained solely for ordinary corporate systems backup, legal or regulatory purposes and are not used, copied, distributed or displayed for internal research or marketing, for establishing, populating or maintaining any commercial real estate information service or other searchable database, or for any other purposes. Upon request from CoStar, Licensee shall certify its compliance with the terms of this paragraph in writing reasonably satisfactory to CoStar.
- (c) CoStar may at its sole expense audit Licensee's compliance with this Section and other terms of this Agreement, provided, that such audit will occur under Licensee's reasonable supervision and Licensee shall cooperate in the conduct of any such audit.

8. License Fees.

- (a) Licensee agrees to pay the License Fees and all other fees set forth in this Agreement in the currency indicated in the License Agreement.
- (b) Each year on each anniversary of the last day of the calendar month in which the Start Date occurred, CoStar may increase the License Fees by a percentage equal to the percentage increase in the CPI for the previous twelve months.
- (c) During any renewal term, CoStar may increase the License Fees, or charge other fees for any portion of the Licensed Product or service provided by CoStar; provided, however, that if the License Fee is increased by a percentage greater than the percentage increase in the CPI and Licensee does not agree to such increase or charge, then Licensee may give CoStar written notice of termination within sixty (60) days after CoStar's notice of such increase or charge, in which case (i) Licensee shall continue to pay the License Fees in place before the proposed increase or charge until the last day of the calendar month in which Licensee's notice of termination is delivered, and (ii) this Agreement shall terminate with respect to such portion of the Licensed Product on such date.
- (d) CoStar may send invoices for such fees by email, postal mail, or both. All fees shall be billed in advance in accordance with the billing cycle identified herein and are due net thirty (30) days. All payments received after the due date may be subject to a late payment charge from such due date until paid at a rate equal to the maximum rate permitted under applicable law. In all cases, all fees payable under this Agreement shall be paid in full without any right of set-off or deduction. CoStar may accept any payment without prejudice to its rights to recover the balance due or to pursue any other right or remedy. No endorsement or statement on any check, payment, or elsewhere will be construed as an accord or satisfaction. The License Fees do not include value added, sales, use, excise or any other taxes or fees now or hereafter imposed by any governmental authority with respect to the Licensed Product. CoStar shall not be bound to use any third-party payment vendor or accept credit card payments, and any fees by such vendors or costs incurred from such credit card payments may be added to the amounts payable hereunder. At CoStar's option, Licensee shall pay any such taxes or additional fees directly or pay them to CoStar immediately upon invoicing by CoStar.

9. Licensed Product Access, Passcodes, and Security.

- (a) Licensee will ensure that access to and use of the Licensed Product, and the Passcodes and any other authentication method used to access the Licensed Product are available only to Authorized Users, and will not allow anyone other than an Authorized User access to the Licensed Product or Passcodes for any reason. No Authorized

User may share assigned Passcodes with any other person nor allow any other person to use or have access to such Passcodes. No Authorized User may access the Licensed Product using any Passcode other than the Passcodes assigned to such Authorized User.

- (b) Each Authorized User's access to the Licensed Product may require multi-factor authentication, including, but not limited to, biometric authentication and/or designation of specific devices. CoStar is under no obligation to confirm the actual identity or authority of any party accessing the Licensed Product under any Passcode or other authentication method.
- (c) During the term of this Agreement, Licensee will promptly notify CoStar of any Authorized User's change of employment or contractor status with Licensee, including, without limitation, termination of an Authorized User's employment or contractual service with Licensee, and upon such termination Licensee shall destroy and cease using the Passcodes for such Authorized User. No Authorized User who ceases to be an employee or contractor of Licensee may use any Passcode in any manner.
- (d) Licensee shall implement reasonable technical and administrative security controls consistent with industry standards to protect the Licensed Product. In the event of a security incident or breach of Licensee's (or any third-party) system that affects the Licensed Product or any CoStar Information, or in the event Licensee discovers any unauthorized use of the Licensed Product attributable to Licensee's action or inaction, Licensee shall promptly respond to the incident or breach, mitigate any damage it has caused, and notify CoStar with all relevant information associated with the breach or incident.
- (e) Licensee will designate a person authorized to determine and change the level of each Authorized User's access to the Licensed Product and ensure that Licensee complies with this Agreement.
- (f) Licensee is responsible for providing all hardware, software and Internet access necessary to obtain and use the Licensed Product.
- (g) Licensee acknowledges that if it creates any settings, saved searches, fields or functions in the Licensed Product or inputs, adds or exports any data into or from the Licensed Product, none of the CoStar Parties shall have any liability or responsibility for any such information or the loss, destruction or use by third parties thereof; Licensee acknowledges that it is Licensee's responsibility to make back-up copies of such information. CoStar may limit the amount of storage space allocated for such information.
- (h) CoStar reserves the right to modify any part of the Licensed Product or the way the Licensed Product is accessed at any time, so long as such modifications do not significantly degrade the Licensed Product.

10. **Licensee Information.** If Licensee is a commercial real estate broker or investor, Licensee agrees to use reasonable efforts to keep CoStar informed about commercial and investment space available for lease and/or sale and transaction information with respect to properties that Licensee owns, controls, represents or holds exclusives, and to that end, Licensee hereby grants to CoStar and its affiliates an irrevocable, non-exclusive license to gather, use, modify, reproduce and sublicense real estate information available on Licensee's website or otherwise provided to CoStar. CoStar acknowledges that if Licensee provides CoStar with any information or imagery, Licensee retains its rights to such information and imagery, even following termination of this Agreement.

11. **Ownership.** Licensee acknowledges that the Licensed Product is comprised of data that is owned by CoStar and its licensors and that CoStar and its licensors have and shall retain exclusive ownership of all proprietary rights to the Licensed Product, including all United States, United Kingdom, Canadian, European Union or other international intellectual property and other rights such as patents, trademarks, copyrights and trade secrets. This is a license agreement and not an agreement for sale. Licensee shall have no right or interest in any portion of the Licensed Product except the right to use the Licensed Product as set forth herein. Licensee acknowledges that the Licensed Product constitutes the valuable property and confidential copyrighted information of CoStar and its licensors and agrees to (a) comply with all copyright, trademark, trade secret, patent, contract and other laws necessary to protect all rights in such information, (b) not challenge CoStar's and its 'licensors' ownership of (or the validity or enforceability of their rights in and to such information, and (c) not remove, conceal, obliterate or circumvent any copyright or other rights management information, notice, license or anti-piracy technological measure included in the Licensed Product. Licensee shall be liable for any violation of the provisions of this Agreement by any Authorized User, and for any unauthorized use of the Licensed Product by Licensee's employees, contractors, affiliates and agents. Licensee may not use or reproduce any trademark, service mark or trade name of CoStar or its licensors without CoStar's written consent. Nothing in this Agreement will restrict CoStar from freely using for any purpose, without compensation, any Licensee idea, suggestion, enhancement or other feedback relating to the Licensed Product or new products, features or tools.

12. **No Warranties.** **ALTHOUGH COSTAR MAKES EFFORTS TO PROVIDE AN ACCURATE PRODUCT, THE LICENSED PRODUCT AND ALL PARTS THEREOF ARE PROVIDED 'AS IS', 'WITH ALL FAULTS', AND 'AS AVAILABLE'. THE COSTAR PARTIES DO NOT MAKE, AND HEREBY EXPRESSLY EXCLUDE AND DISCLAIM, ANY AND ALL REPRESENTATIONS, WARRANTIES OR GUARANTEES OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION (a) MERCHANTABILITY, FITNESS FOR ORDINARY PURPOSES AND FITNESS FOR A PARTICULAR PURPOSE, WORKMANLIKE EFFORT, QUIET ENJOYMENT AND NO ENCUMBRANCES OR LIENS, (b) THE QUALITY, ACCURACY, TIMELINESS OR COMPLETENESS OF THE LICENSED PRODUCT, (c) THOSE ARISING THROUGH COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE, (d) THE LICENSED PRODUCT CONFORMING TO ANY FUNCTION, DEMONSTRATION OR PROMISE BY ANY OF THE COSTAR PARTIES, AND (e) THAT ACCESS TO OR USE OF THE LICENSED PRODUCT WILL BE UNINTERRUPTED, ERROR-FREE OR COMPLETELY SECURE. THE ANALYSIS AND COSTAR MARKET REPORTS CONTAINED IN THE LICENSED PRODUCT MAY INCLUDE, WITHOUT LIMITATION, STATEMENTS REGARDING COSTAR'S CURRENT OR FUTURE BELIEFS, EXPECTATIONS, INTENTIONS OR STRATEGIES REGARDING PARTICULAR REAL ESTATE MARKETS. THE ANALYSIS AND COSTAR MARKET REPORTS ARE SUBJECT TO MANY RISKS AND UNCERTAINTIES THAT COULD CAUSE ACTUAL RESULTS TO DIFFER MATERIALLY FROM THE ANALYSIS AND COSTAR MARKET REPORTS. LICENSEE UNDERSTANDS THAT THE ANALYSIS AND COSTAR MARKET REPORTS CONTAINED IN THE LICENSED PRODUCT ARE BELIEVED TO BE STATE OF THE ART AND, BY REASON OF THEIR LIMITED PERIOD OF USE, THEIR DEGREE OF ACCURACY IN REPORTING REAL ESTATE MARKET INFORMATION AND MAKING FORECASTS IS NOT PROVEN. LICENSEE SHALL NOT HOLD ANY OF THE COSTAR PARTIES OR THEIR LICENSORS RESPONSIBLE FOR ANY ERRORS IN REPORTING, EVALUATING, ANALYZING, SIMULATING OR FORECASTING REAL ESTATE MARKET INFORMATION, OR FOR ANY INFORMATION, ANALYSES OR COSTAR MARKET REPORTS COMPRISING THE LICENSED PRODUCT.**

13. **Limitation on Liability.** TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE COSTAR PARTIES WILL NOT BE LIABLE FOR ANY LOSS, COST OR DAMAGE SUFFERED OR INCURRED BY LICENSEE OR ANY THIRD PARTY INCLUDING WITHOUT LIMITATION THOSE ARISING OUT OF OR RELATED TO ANY FAULTS, INTERRUPTIONS OR DELAYS IN THE LICENSED PRODUCT OR ANY INACCURACIES, ERRORS OR OMISSIONS IN THE INFORMATION CONTAINED IN THE LICENSED PRODUCT, REGARDLESS OF HOW SUCH FAULTS, INTERRUPTIONS, DELAYS, INACCURACIES, ERRORS OR OMISSIONS ARISE, OR FOR ANY UNAUTHORIZED USE OF THE LICENSED PRODUCT. COSTAR PARTIES' AGGREGATE, CUMULATIVE LIABILITY RELATING TO THIS AGREEMENT AND USE OF THE LICENSED PRODUCT SHALL BE LIMITED TO LICENSEE'S ACTUAL, RECOVERABLE DIRECT DAMAGES, IF ANY, WHICH IN NO EVENT SHALL EXCEED THE TOTAL AMOUNT OF LICENSE FEES ACTUALLY PAID TO COSTAR UNDER THIS AGREEMENT DURING THE TWELVE-MONTH PERIOD IMMEDIATELY PRECEDING THE DATE SUCH CLAIM AROSE. RECOVERY OF THIS AMOUNT SHALL BE LICENSEE'S SOLE AND EXCLUSIVE REMEDY FOR ANY APPLICABLE DAMAGES. UNDER NO CIRCUMSTANCES WILL ANY OF THE COSTAR PARTIES BE LIABLE FOR LOST PROFITS HOWSOEVER ARISING OR FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, ANY SUCH DAMAGES ARISING OUT OF, BASED ON, RESULTING FROM OR IN CONNECTION WITH THIS AGREEMENT OR ANY USE OF THE LICENSED PRODUCT, EVEN IF COSTAR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE EXCLUSION OF DAMAGES IN THIS PARAGRAPH IS INDEPENDENT OF LICENSEE'S EXCLUSIVE REMEDY AND SURVIVES IN THE EVENT SUCH REMEDY FAILS. NO ACTION ARISING OUT OF OR PERTAINING TO THIS AGREEMENT MAY BE BROUGHT BY LICENSEE MORE THAN ONE (1) YEAR AFTER THE CAUSE OF ACTION HAS ARISEN.

THE PROVISIONS OF THIS SECTION APPLY WITHOUT REGARD TO THE CAUSE OR FORM OF ACTION, WHETHER THE DAMAGES ARE GROUNDED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, OR ANY OTHER CAUSE OF ACTION.

14. **Indemnification.** Licensee agrees to defend, indemnify and hold harmless the CoStar Parties from and against any third-party action, suit, claim or demand and any associated losses, expenses, damages, costs and other liabilities (including reasonable attorneys' fees), arising out of or relating to Licensee's (and Licensee's users') use or misuse of the Licensed Product, information provided to CoStar through the Licensed Product, or violation of this Agreement. CoStar shall give Licensee prompt written notice of such claim, demand or action (provided, however, that CoStar's failure to provide such notice shall not relieve Licensee of its indemnification obligations except to the extent Licensee is prejudiced thereby). Licensee shall cooperate as fully as reasonably required in the defense of any such claim or demand. If the foregoing indemnity is unavailable to any of the CoStar Parties with respect to any claim, demand or action under any laws, rules or regulations for any reason, CoStar shall be entitled to seek in a court of competent jurisdiction Licensee's contribution to such claim, demand or action under any legal or equitable theories available to it. This Section shall survive the expiration or termination of this Agreement.
15. **Assignment.** The parties' obligations hereunder are binding on their successors, legal representatives and permitted assigns. Licensee may not assign or transfer (by operation of law or otherwise) this Agreement nor the license granted hereunder, in whole or in part, without the prior written consent of CoStar; provided, however, that Licensee may, with written notice to CoStar, assign its rights and obligations under this Agreement to any successor to all or substantially all of the business or assets of Licensee (by merger or otherwise) so long as (a) such assignment shall not result in the elimination of any then-existing CoStar revenue stream from Licensee or such third party and (b) such assignee does not directly or indirectly compete with CoStar or any of its affiliates.
16. **Notices; Invoices.** All notices given hereunder must be in writing and delivered by email, personally mailed by registered or certified mail (return receipt requested, where available), or delivered by a well-recognized overnight courier company to the addresses specified in the License Agreement, or as otherwise specified in writing by the receiving party. Notices to CoStar's physical address shall be directed to the attention of CoStar Sales. Notices of nonrenewal to CoStar under Section 5 hereof may be sent via email to cancel@costar.com. All notices will be deemed given if delivered personally or by email, on the day of delivery, if mailed by registered or certified mail, three (3) days after the date of mailing, if delivered by a well-recognized overnight courier company, one day after dispatch, and if delivered by overnight international mail, four (4) days after mailing. Licensee agrees that CoStar may include notices on invoices sent to Licensee by mail or email.
17. **Force Majeure.** None of the CoStar Parties shall have any liability for any damages resulting from any failure to perform any obligation hereunder or from any delay in the performance thereof due to causes beyond CoStar's control, including industrial disputes, acts of God or government, public enemy, war, fire, pandemic, epidemic, other casualty, failure of any link or connection whether by computer or otherwise, or failure of technology or telecommunications or other method or medium of storing or transmitting the Licensed Product.
18. **Choice of Law; Jurisdiction.** This Agreement shall be governed by and construed under the laws of the District of Columbia without regard to choice of law principles. CoStar irrevocably consents to the exclusive jurisdiction of the federal and state courts located in the District of Columbia for the purpose of any action brought against CoStar in connection with this Agreement or use of the Licensed Product. Licensee irrevocably consents to the jurisdiction and venue of the federal and state courts located in the District of Columbia, or in any State where Licensee's Authorized Users are located, for any action brought against Licensee in connection with this Agreement or use of the Licensed Product.
19. **Miscellaneous.**
 - (a) The parties are independent contractors, and nothing in this Agreement will create any partnership, joint venture, agency, franchise, sales representative, or employment relationship between them.
 - (b) This Agreement contains the entire understanding of the parties with respect to the Licensed Product and supersedes any prior oral or written statements by Licensee, CoStar, or their respective representatives and documents with respect to such subject matter; provided, that this Agreement does not supersede any other written license agreement between the parties unless expressly provided herein.
 - (c) This Agreement may not be amended, modified or superseded, nor may any of its terms or conditions be waived, unless expressly agreed to in writing by all parties. The failure of any party at any time to require full performance of any provision hereof will in no manner affect the right of such party at a later time to enforce the same.
 - (d) Unless otherwise required by applicable law, Licensee agrees to keep the terms of this Agreement strictly confidential.
 - (e) Each party acknowledges that in entering into this Agreement it does not rely on, and shall have no remedies in respect of any statement, representation, assurance or warranty not expressly set forth in this Agreement.
 - (f) Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Agreement; provided, however, that the foregoing shall not limit or exclude any liability for fraud.
 - (g) Each party acknowledges its responsibilities in accordance with applicable anti-bribery and anti-corruption legislation, and represents and warrants that it has not, and will not offer, give, solicit or accept any bribe from any person, organization or company with the intent to coerce or induce a person, organization or company to act improperly in the course of their duties.
 - (h) Licensee agrees that CoStar may send to Licensee and its employees, contractors and Authorized Users communications, including, but not limited to, email communications about new features or products, available real estate listings, product feedback and other marketing content, which the email recipient may unsubscribe from at any time. Licensee will comply with all laws related to emails Licensee and/or its employees, contractors and Authorized Users send using the Licensed Product, including but not limited to, the United States' anti-spam law (CAN-SPAM), Canada's anti-spam law (CASL), the United Kingdom's General Data Protection Regulation and Data Protection Act 2018 (UK GDPR), the Data Protection Act 2018 and Privacy and Electronic Communications (EC Directive) Regulations 2003 (PECR), and the European Union's General Data Protection Regulation (EU GDPR) and any other applicable EU directives (as implemented within the relevant EU member state(s)).
 - (i) If any provision of this Agreement not being of a fundamental nature is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remainder of this Agreement will not be affected. If a provision is held to be invalid, illegal or otherwise unenforceable, it shall be deemed to be replaced with an enforceable provision that retains the intent and benefits of the original provision.
 - (j) Licensee acknowledges that in the event of a breach of any of these terms by Licensee, CoStar may suffer irreparable harm and shall be entitled to seek injunctive relief (without the necessity of posting a bond) as well as all other monetary remedies available at law or in equity.
 - (k) Headings are for reference only.

- (l) Any provision of this Agreement that by its nature should survive expiration or termination of this Agreement shall survive expiration or termination of this Agreement, including without limitation Sections 4, 6(d), 7, 8, and 11 through 20 hereof.
- (m) The English language version of this Agreement shall be binding. Any translated version is for convenience only, and shall not control the meaning or application of this Agreement.

20. Jurisdiction-Specific Clauses.

- (a) **Outside of the United States, Canada, the Caribbean, and China.** For Licensees located **outside of the United States, Canada, the Caribbean, and China** only, the following additional provisions shall apply, and in the event of a conflict, shall supersede any conflicting provision in these CoStar License Agreement Terms and Conditions:
 - (i) The defined term "CoStar" shall mean CoStar UK Limited and/or any of its subsidiaries.
 - (ii) The defined term "CPI" shall mean the Consumer Price Index as published by the United Kingdom's Office for National Statistics.
 - (iii) This Agreement, and any dispute or claim (including, without limitation, non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by, and construed in accordance with, the law of England and Wales. Each party irrevocably agrees that, for the sole benefit of CoStar and subject as provided in this paragraph, the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including, without limitation, non-contractual disputes or claims) arising out of or in connection with the Agreement or its subject matter or formation. Nothing in this Agreement shall limit the right of CoStar to take proceedings against Licensee in any other court of competent jurisdiction, nor shall the taking of proceedings by CoStar in any one or more jurisdictions preclude the taking of proceedings by CoStar in any other jurisdictions, whether concurrently or not, to the extent permitted by the law of such other jurisdiction.
 - (iv) NOTHING IN THIS AGREEMENT SHALL EXCLUDE OR LIMIT A PERSON'S LIABILITY FOR DEATH OR PERSONAL INJURY CAUSED BY ITS NEGLIGENCE, FOR FRAUD, OR FOR ANY LIABILITY THAT CANNOT BE LIMITED OR EXCLUDED BY LAW.
- (b) **China.** For licensees located in China only, the following provisions shall apply, and in the event of a conflict, shall supersede any conflicting provision in these CoStar License Agreement Terms and Conditions:
 - (i) The defined term "CoStar" shall mean STR Benchmarking Solutions (Beijing) Co., Limited, a wholly-owned subsidiary of CoStar UK Limited.
 - (ii) The defined term "CPI" shall mean the Consumer Price Index as published by the China National Bureau of Statistics.
 - (iii) This Agreement shall be construed in accordance with the Laws of China. Any disputes arising from the performance of the Agreement or in relation to the Agreement shall be resolved through friendly negotiation between the parties. If failed, the dispute shall be submitted to China International Economic and Trade Arbitration Commission for arbitration in Beijing in accordance with the arbitration rules of the commission effective then. The arbitrator, or each of the arbitrators, if there is more than one, shall be of a nationality other than those of the parties or the parties' parent companies or places of incorporation. The parties may appoint arbitrators who are not on the Panel of Arbitrators provided by CIETAC and the arbitrators' remuneration may be set without reference to any schedule of fees normally adopted by CIETAC. The language shall be such language as the chairman of the CIETAC considers appropriate for the circumstances of the case. The tribunal may take into account the International Bar Association's Rules on the Taking of Evidence in International Arbitration then in effect in deciding any application by the parties requesting the production of documents. In making its award, the tribunal shall not decide matters ex aequo et bono. The tribunal shall adopt an adversarial procedure for the arbitration. The arbitration award shall be final and binding upon both parties.
 - (iv) If a Chinese version of this Agreement is provided, the Chinese version of the Agreement shall be binding.

Effective As Of: July 28, 2023