

## Lender Product Terms and Conditions

These Lender Product Terms and Conditions form a material part of the License Agreement which references these Lender Product Terms and Conditions, and supplement the CoStar License Agreement Terms and Conditions. To the extent any provision in these Lender Product Terms and Conditions is in conflict with any provision in the CoStar License Agreement Terms and Conditions, the provision in these Lender Product Terms and Conditions will control.

1. **Definitions.** Capitalized terms not defined herein shall have the meanings ascribed to them in the CoStar License Agreement Terms and Conditions. As used herein, the following terms shall have the following meanings:
  - **Agreement:** As defined in the CoStar License Agreement Terms and Conditions, together with these Lender Product Terms and Conditions that were effective as of the time the parties fully executed the License Agreement.
  - **CoStar License Agreement Terms and Conditions:** The CoStar License Agreement Terms and Conditions referenced in the License Agreement.
  - **Lender Product:** CoStar's comprehensive loan risk management and regulatory reporting analytical suite contained within a cloud-based platform.
  - **Licensee's Loan Data:** Licensee's commercial mortgage data and other commercial financial data.
2. **License.**
  - (a) The Lender Product is expressly included as part of the Licensed Product; provided, however, that each Authorized User's access to the Lender Product shall be limited to the loans associated with that particular Authorized User.
  - (b) Licensee shall designate one or more security administrators to control and manage which loans within the Lender Product are accessible by each Authorized User, define the permissions for each Authorized User within the Lender Product, and terminate access to the Lender Product for any user who is no longer eligible to be an Authorized User. Designations and removals of security administrators may be made by providing written notice to CoStar of such persons' name and address and shall be subject to CoStar's reasonable discretion. Security administrators are not required to be Authorized Users.
3. **Use.** Notwithstanding anything to the contrary in the CoStar License Agreement Terms and Conditions, solely in connection with Licensee's modeling and analysis efforts in the normal course of its business, Licensee shall be permitted to download the Lender Product output as well as any related financial and real estate market data relevant and/or related to Licensee's Loan Data from the Lender Product and incorporate it into its internal database, provided that with respect to all such information (other than Licensee's Loan Data):
  - (a) Licensee shall indicate CoStar as the source for such information within such internal database where the data is inputted or otherwise stored;
  - (b) Licensee has implemented and maintains a written and comprehensive information security program and complies with all applicable laws and regulations;
  - (c) Upon expiration or termination of this Agreement, Licensee shall delete and permanently remove all such information in accordance with the CoStar License Agreement Terms and Conditions; and
  - (d) Except as provided in these Lender Product Terms and Conditions, all of the restrictions on use set forth in the CoStar License Agreement Terms and Conditions shall apply to Licensee's and each Authorized User's use of any portion of the Licensed Product in such internal database and Licensee shall be responsible for educating its employees on such use restrictions.
4. **Licensee's Loan Data.**
  - (a) Licensee shall upload Licensee's Loan Data to a dedicated and isolated subsystem within the cloud-based Lender Product to receive various analyses performed by the Lender Product. Licensee may make use of Licensee's Loan Data uploaded to the Lender Product together with data and information supplied by CoStar within the functionality available for use as part of the Lender Product.
  - (b) Licensee agrees, represents and warrants that:
    - (i) Licensee's Loan Data shall only include commercial data, and shall not include any consumer data or personal information; and
    - (ii) Licensee has all rights, approvals and consents necessary to provide Licensee's Loan Data to the Lender Product.
  - (c) CoStar acknowledges that Licensee is the owner of Licensee's Loan Data and CoStar shall treat Licensee's Loan Data as it would its own confidential information within the Licensed Product. None of Licensee's Loan Data shall be accessible or searchable, directly or indirectly, by any other CoStar customer, or attributed to any data within the Lender Product.
  - (d) Unless Licensee has opted out in the License Agreement or has otherwise indicated to CoStar in writing, Licensee hereby grants to CoStar an irrevocable, non-exclusive, nontransferable license to use Licensee's Loan Data for purposes of aggregating and benchmarking data for Licensee and other Lender Product customers, and to identify and disclose to CoStar customers general trends within anonymized market level indices, analyses or reports, and for no other use. In such cases, CoStar will aggregate and anonymize any Licensee Data with equivalent data provided to it by the other CoStar Lender customers and made available to only in that aggregated format.
5. **Information Security and Service Level Commitments.**
  - (a) CoStar has designed, implemented, and operates system controls to provide reasonable assurance that the Lender Product meets service commitments related to confidentiality, integrity, and availability. The Lender Product system controls are described and enumerated in the CoStar for Lenders SOC 2, Type 2 report, and such controls cover areas including, among others: incident response; data backup and disaster recovery; customer onboarding; termination; and data management. In addition, such controls include those performed by sub-service organizations providing data center and hosting services on the east and west coasts of the United States of America. For the avoidance of doubt, in no event will CoStar keep or store Licensee's Loan Data outside the United States of America.
  - (b) Upon Licensee's request no more than one time per year, CoStar shall provide Licensee a copy of the CoStar for Lenders SOC 2, Type 2 report, and Licensee may perform a reasonable amount of due diligence regarding such report and the Lender Product system controls. Licensee agrees to keep all such information strictly confidential.

- (c) CoStar will promptly notify Licensee if CoStar becomes aware of any actual unauthorized disclosure, unauthorized access, loss or theft, or other security breach of Licensee's Loan Data.
- (d) With respect to the Lender Product, CoStar will adhere to the service level commitments as set forth at <https://www.costar.com/CoStarTerms-and-Conditions/LenderSLA>.

Effective As Of: October 24, 2025