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5. **Term.** The term of this Agreement shall begin on the Start Date, shall continue for the initial term specified on the Subscription Form (the "Initial Term"), and shall expire at the end of such Initial Term on the last day of the calendar month in which the Start Date occurred, unless earlier terminated pursuant to the terms hereof. **This Agreement shall continue thereafter for successive periods of one (1) year (each such successive period being a "Renewal Term") commencing on the day after the last day of the Initial Term or any Renewal Term, unless at least sixty (60) days prior to the last day of the Initial Term or any Renewal Term, either party has provided the other written notice of an intent not to renew.** Licensee acknowledges that it is responsible for payment of License Fees (as defined below) pursuant to Section 5 for the entire Renewal Term unless the Agreement is terminated in accordance with the notice provisions of this Section. The "Start Date" shall be the date of dissemination by CoStar of a Passcode for such Licensed Product to Licensee; provided, that for existing customers with Passcodes, the "Start Date" shall be the date the Agreement is fully executed.

6. **License Fees.** Licensee agrees to pay the license fees and all other fees set forth in this Agreement in the currency set out on the Subscription Form (the "License Fees"). Licensee's obligation to pay such fees shall begin on the Start Date. CoStar will send invoices for the License Fees by email, regular mail or both. In addition to anything set forth herein, CoStar may: (a) on each anniversary of the last day of the calendar month in which the Start Date occurred, increase the License Fees by a percentage equal to the percentage increase in the Consumer Price Index for All Urban Consumers (CPI-U) for the previous twelve months; and (b) at any time during a Renewal Term increase the License Fees or charge other fees for any portion of the Licensed Product or service provided by CoStar, provided, that if Licensee does not agree to the increase or charge implemented solely under this Section 5(b), then Licensee may give CoStar written notice of termination within sixty (60) days of CoStar's notice of such increase or charge, in which case 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 this Agreement shall terminate with respect to such portion of the Licensed Product on such date. All fees shall be billed in advance in accordance with the billing cycle identified herein and are due net thirty 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, the amount of License Fees shall be paid by Licensee to CoStar 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 third party payment vendors, and any fees charged by such vendors shall be added to the License Fees payable hereunder. At CoStar's option, Licensee shall pay such taxes or fees directly or pay to CoStar any such taxes or fees immediately upon invoicing by CoStar.

7. **Termination.** (a) Either party may terminate any portion of this Agreement in the event of: (1) any breach of a material term of this Agreement by the other party which is not remedied within thirty (30) days after written notice to the breaching party; or (2) the other party making an assignment for the benefit of its creditors, or the filing by or against such party of a petition under any bankruptcy or insolvency law, which is not discharged within 30 days of such filing. (b) CoStar may terminate any portion of this Agreement immediately without further obligation to Licensee: (1) upon CoStar's good faith determination of any violation by Licensee of any provision of Section 1, 2, 3 or 13(a) hereunder, or any material provision of any other agreement between the parties or their affiliates; (2) in the event that CoStar discontinues providing information or reports on a particular market or markets that form a part of the Licensed Product or discontinues a particular product, upon five (5) days' written notice at any time in CoStar's sole discretion in which case CoStar shall refund any fees paid by Licensee to license the terminated portion of the Licensed Product after the effective date of such termination, and Licensee shall be released of its obligation to pay the associated License Fees due in respect of terminated portion of the Licensed Product after the date of such termination or (3) in the event (i) Licensee is directly or indirectly owned or controlled (50% or more in the aggregate) by any individual or entity (A) designated pursuant to an economic sanctions program administered by the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC"), including but not limited to the Specially Designated Nationals and Blocked Persons List and the Sectoral Sanctions Identifications List or (B) 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 U.S. government; (ii) Licensee is designated on the Entity List administered by the U.S. Department of Commerce's Bureau of Industry and Security; or (iii) Licensee is in material violation of applicable human trafficking or child labor law. (c) CoStar may interrupt the provision of any portion of the Licensed Product to Licensee upon CoStar's good faith determination of any violation by Licensee of any provision of Section 1, 2, 3 or 13(a) hereunder, or any material provision of any other agreement between the parties or their affiliates, and Licensee shall continue to be responsible for all License Fees, provided that Licensee shall not be responsible for License Fees for an interrupted period if there was not an actual violation. CoStar will restore the provision of the Licensed Product only if all amounts due hereunder are paid and if, in CoStar's reasonable opinion, CoStar has received satisfactory assurances as to the cessation of the violation. (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.

8. **Post-Termination.** At termination or nonrenewal of this Agreement, Licensee may no longer use any portion of the Licensed Product in any manner. 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, including the Licensed Product in the Internal Databases and upon request from CoStar, affirm the completion of this process by execution and delivery to CoStar of an affidavit to that effect reasonably satisfactory to CoStar. CoStar may at its sole expense audit Licensee's compliance with this provision and the terms of the Agreement, including as it relates to any data or information inputted or otherwise stored within any of the Internal Databases, provided, that such audit will occur under Licensee's reasonable supervision, at a mutually agreed upon time and place and in a manner that causes a minimum of disruption to Licensee's business and without violating its security protocols or corporate policies and Licensee shall cooperate in the conduct of the audit. Except for data or information inputted or otherwise stored within any of the Internal Databases, notwithstanding anything to the contrary in the second sentence of this Section 7, upon any non-renewal or termination of the Agreement, Licensee shall not be required to purge from its hard-copy, electronic or email files Information from the Licensed Product that Licensee's Authorized Users incorporated into its 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, (the "Post-Termination Information"); provided, however, that the Post-Termination Information may be retained solely for ordinary corporate systems backup, legal or regulatory purposes and may not be used, copied, distributed or displayed for internal research or marketing or for establishing, populating or being used within any commercial real estate information service or other searchable database or for any other purposes.

9. **Licensed Product.** Subject to Section 11, during the term of this Agreement, CoStar will provide updated Information and Analysis, as applicable, to Licensee, which updates may be provided through the Internet or in such other manner as determined by CoStar. Licensee is responsible for providing all hardware, software and Internet access necessary to obtain and use the Licensed Product. 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.

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18. User Information. 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 (collectively, the "User Data"), none of the CoStar Parties shall have any liability or responsibility for any of such User Data, including the loss, destruction or use by third parties of such User Data. Licensee acknowledges that it is Licensee's responsibility to make back-up copies of such User Data. For each licensed site, Licensee is allotted an aggregate amount of 100 megabytes of storage space in the Licensed Product per Authorized User located at that site.

19. Choice of Law; Jurisdiction. This Agreement shall be 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 purposes of any action brought against Licensee in connection with this Agreement or use of the Licensed Product.

20. Miscellaneous. 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. Unless otherwise required by applicable law, Licensee agrees to keep the terms of this Agreement strictly confidential. Each party acknowledges that in entering into the Agreement it does not rely on, and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Agreement. The foregoing sentences of this Section shall not limit or exclude any liability for fraud. Licensee agrees that CoStar may send to Licensee and its employees, 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 at any time. Licensee will comply with all laws related to emails Licensee and/or its employees, 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)). 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. 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 the 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. 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. 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. Headings are for reference only. This Agreement was drafted in English but may have been translated by CoStar into another language as an accommodation for Licensee, but in the case of any conflicts or discrepancies between such versions, the English language version of this Agreement shall prevail and govern. The provisions of Sections 3(b), 3(c), 4, 6, 7(d), 8, and 11 through 20 hereof will survive nonrenewal or termination of this Agreement.

Last Revised: February 2, 2022