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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. The version of these CoStar Product Terms and Conditions effective as of the time of the parties' full execution of the Agreement shall be attached to, incorporated into and govern the Agreement. The Agreement may not be amended, modified or superseded, nor may any of its terms or conditions be waived, unless expressly agreed to in writing by all parties. 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 and Exclusive Contractors 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 and Exclusive Contractors 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)). 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.

Effective Date: June 1, 2022