

LoopNet Terms and Conditions

1. Subscription.

Premium Lister Subscriptions. This Agreement between Licensee and Licensor concerns any of the following: (a) a website for marketing commercial real estate (the "Website"); (b) an interface (the "Interface") for managing commercial property listings (the "Listings") appearing on the Website; Collectively, the Website, the Interface, and the Premium Database shall be described herein as the Premium Service. The Premium Service is subject to change from time to time and may be subject to property listing, property searching, and member directory searching limitations. During the term of this Agreement, and upon payment of the amounts specified in the current Subscription Form (the "License Fees") in accordance with this Agreement, Licensee shall have a nonexclusive, non-transferable license (with no right to sub-license) to use the Premium Service, subject to and in accordance with the terms of this Agreement and Licensor's Terms of Use. The Premium Service may be used by no more than the number of users set forth on the Subscription Form (hereinafter referred to as the "Authorized Users"). Except where Licensee is an individual, Authorized Users must be individuals (1) employed by Licensee or an Exclusive Contractor of Licensee and (2) included on Licensor's list of Authorized Users for the Premium Service. Each Authorized User must have a unique email address, which will be provided Premium Membership as long as such Authorized User is registered as a member of Licensor.com. It shall be Licensee's sole responsibility to upload property listings that Licensee would like to designate for inclusion on the Website and Licensee shall have the sole responsibility for providing all information, data and/or images necessary to include such property listing as a Listing on the Website. By submitting Listings to Licensor, Licensee represents and warrants that: (i) all information submitted is accurate; and (ii) that Licensee has the right and authority to submit such Listings to Licensor and that the Authorized User identified as the contact on such Listing is the named licensed real estate agent that has been engaged by the property owner to market the listing under a duly executed listing agreement. All Listings are subject to Licensor's Listings Policy. Licensee agrees to allow submitted property listings, or any part thereof, to be searched, displayed, accessed, downloaded, copied and otherwise referred to by Authorized Users of the Licensor Website as well as users of other Licensor partner and affiliated websites. Licensor reserves the right to modify or remove all or any part of the Listings posted on the Website consistent with its rights under this Agreement.

LoopLink Subscription. This Agreement between Licensee and Licensor concerns Internet-based marketing tools including: (a) a license to a single public website for marketing commercial real estate properties (the "Website"); (b) a web-based interface (the "Interface") for managing commercial property listings (the "Listings") appearing on the Website; (c), a dedicated website and software hosted by Licensor branded for Licensee containing the Listings ("LoopLink site") and functionality related to publishing the listings on the LoopLink site and/or Licensee's proprietary website; (d) BrandingLinks, which is defined as: (i) the provision of hyperlinks to the Licensee's website from the Licensee's name when Licensee listings are returned in Licensor.com search results; and (ii) the provision of the Licensee logo on individual Licensee listing profile view pages on Licensor.com, with a hyperlink to Licensee website from the Licensee corporate logo). Collectively, the Website, the Interface, the LoopLink site and BrandingLinks shall be described herein as the LoopLink Service. The LoopLink Service is subject to change from time to time and may be subject to property listing, property searching, and member directory searching limitations. No rights to access Licensor's Premium Database are granted in this Agreement; Premium Lister During the term of this Agreement, and upon payment of the amounts specified in the current Subscription Form (the "License Fees") in accordance with this Agreement, Licensee shall have a nonexclusive, non-transferable license (with no right to sub-license) to use the LoopLink Service, subject to and in accordance with the terms of this Agreement. It shall be Licensee's sole responsibility to upload property listings that Licensee would like to designate for inclusion on the Website and Licensee shall have the sole responsibility for providing all information, data and/or images necessary to include such property listing as a Listing on the Website. By submitting Listings to Licensor, Licensee represents and warrants that: (i) all information submitted is accurate; and (ii) that Licensee has the right and authority to submit such Listings to Licensor and that the Authorized User identified as the contact on such Listing is the named licensed real estate agent that has been engaged by the property owner to market the listing under a duly executed listing agreement. All Listings are subject to Licensor's Listings Policy, available at <http://www.loopnet.com/xNet/MainSite/Marketing/About/listingpolicy.aspx>. Licensor reserves the right to modify or remove all or any part of the Listings posted on the Website consistent with its rights under this Agreement.

2. Use.

Premium Lister. (a) Subject to the prohibitions set forth below and in the Terms of Use, during the term of this Agreement, Licensee shall be permitted to use the Interface for the purposes of designating and uploading Listings represented by Licensee for inclusion in the Website as Premium Listings as set forth on the Subscription Form, and may use the Premium Database for the following purposes in the ordinary course of its business: (1) Licensee's internal research purposes; and (2) providing information regarding particular properties and market trends to its clients and prospective clients, so long as the level of information being provided is reasonably tailored for Licensee's purposes, insubstantial and used in compliance with this Section. (b) Except as expressly provided in 2(a) directly above, Licensee shall not distribute, disclose, copy, reproduce, display, publish, transmit, assign, sublicense, transfer, upload, provide access to, use or sell, directly or indirectly (including in electronic form), any portion of the Premium Service, or modify or create derivative works of the Premium Service. (c) Notwithstanding any other provision herein, Licensee shall not: (1) use, reproduce or provide access to any information that is obtained from the Premium Service, or that is otherwise made available to Licensee in the Premium Service, for or in connection with any other listing service, device or data sharing arrangement; (2) allow Authorized Users to share their individual login information with others; (3) integrate or incorporate any portion of the Premium Service into any other database or product; (4) merge, decompile, disassemble, or reverse engineer any portion of the Premium Services; (5) use the Premium Service if you are a direct or indirect competitor of Licensor or as part of any effort to compete with Licensor, including without limitation by using the Premium Service to provide, alone or in combination with any other product or service, any database services to any third party, or by providing any part of the Premium Service to a direct or indirect competitor of Licensor; or (6) use any portion of the Premium Services in a manner which would violate any laws, regulations, rules or ordinances, including without limitation, the state and local real estate practice, spam and privacy laws.

LoopLink. (a) Subject to the prohibitions set forth below, during the term of this Agreement, Licensee shall be permitted unlimited access to use the Interface for the purposes of reviewing and designating Listings represented by Licensee for inclusion in the Website, shall be entitled to unlimited access and use of the LoopLink site and to marketing Listings on the Website and the LoopLink site as described on the Subscription Form. (b) Except as expressly provided in 2(a) directly above, Licensee shall not distribute, disclose, copy, reproduce, display, publish, transmit, assign, sublicense, transfer, upload, provide access to, use or sell, directly or indirectly (including in electronic form), any portion of the LoopLink Service, or modify or create derivative works of the LoopLink Service. For the avoidance of doubt, this section (b) prohibits Licensee from attaching the Website to multiple URLs. (c) Notwithstanding any other provision herein, Licensee shall not: (1) use, reproduce or provide access to any information that is obtained from the LoopLink Service, or that is otherwise made available to Licensee in the LoopLink Service, for or in connection with any other listing service, device or data sharing arrangement; (2) allow persons with access to the LoopLink Services to share their individual login information with others; (3) integrate or incorporate any portion of the LoopLink Service into any other database or product, including without limitation Licensee's own databases or products; (4) merge, decompile, disassemble, reverse engineer or create derivative works of any portion of the LoopLink Services; (5) use the LoopLink Service if you are a direct or indirect competitor of Licensor or as part of any effort to compete with Licensor, including without limitation by using the LoopLink Service to provide, alone or in combination with any other product or service, any database services to any third party, or by providing any part of the LoopLink Service to a direct or indirect competitor of Licensor; or (6) use any portion of the LoopLink Services in a manner which would violate any laws, regulations, rules or ordinances, including without limitation, the state and local real estate practice, spam and privacy laws.

Power Ads: Gold, Platinum and Diamond Power Ads may be purchased for a 12-month Initial Term. After the Initial Term, the Power Ad will automatically renew for one-month terms. A minimum 3-month term is required for all Power Ads. If a Property is moved off market or upgraded to a higher exposure ad by a listing contact, billing for that Property will automatically terminate at the end of month in which the Property was moved off market except Power Ads within the first three months of term, which all billing shall automatically terminate end of initial 3 month term. Power Ad exposure applies to the Property ID upgraded.

3. **Ownership.** Licensee acknowledges that Licensor and its licensors have and shall retain exclusive ownership of all proprietary rights to the Service, including all U.S. and international intellectual property and other rights such as patents, trademarks, copyrights and trade secrets. Licensee will not and will not allow others to: reverse engineer, decompile, disassemble, merge, copy, use, disclose, sell or transfer the underlying source code or structure or sequence of Licensor's technology or delete or alter author attributes or copyright notices.

4. **Term.** The term of this Agreement shall begin on the date of signature by Licensor, 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. Except as otherwise described for Listing Tiers above, this Agreement shall continue thereafter for successive periods of one (1) year (each such successive period being a "Renewal Term") commencing on the last day of the Initial Term or any Renewal Term, unless 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. The "Start Date" shall be the later of the date on which this Agreement was signed by Licensor or the date on which the Service was activated for Licensee.

5. **License Fees; Payment Terms.** Licensee agrees to pay the License Fees set forth on the Subscription Form using the payment method indicated, and, if applicable, provides Licensor express authorization to charge said fees to the Licensee's electronic payment provider at time of purchase or renewal. Licensee agrees to pay the License Fees and all other fees set forth in this Agreement, which are priced in U.S. dollars and shall be paid in U.S. dollars. Licensee's obligation to pay such fees shall begin on the Start Date and payment of License Fees shall not be contingent on any events. In addition to anything set forth herein, LoopNet 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, Seasonally Adjusted, US City Average, All Items 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 Licensor, provided that if Licensee does not agree to the increase or charge implemented solely under this Section 5(b), then Licensee may give Licensor written notice of termination within thirty (30) days of Licensor'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. Licensee acknowledges and agrees that loyalty or product bundle discounts may be cancelled. Any attorney fees, court costs, or other costs incurred in collection of delinquent undisputed amounts shall be the responsibility of and paid for by Licensee. If payment is not current, Licensor may cease to provide the Service to the Licensee after providing Licensee with thirty (30) days' notice and the opportunity to cure its default. The Licensee must notify Licensor about any billing problems or discrepancies within 90 days after charges first appear on their Account statement. If it is not brought to Licensor's attention within 90 days, Licensee agrees to waive their right to dispute such problems or discrepancies. It is the Licensee's responsibility to promptly provide Licensor with any contact or billing information changes or updates (including phone number, email address, credit card numbers, etc.). Billing updates should be emailed to Billing@costar.com. Licensor reserves the right to change its payment frequency or billing methods at any time, provided Licensor will provide timely notice of any such changes.

6. **Termination.** (a) Either party may terminate any portion of this Agreement in the event of 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. (b) Licensor may terminate any portion of this Agreement immediately without further obligation to Licensee: (1) upon Licensor's reasonable suspicion of any violation by Licensee of any provision of Section 1, 2, 3, or 11 hereunder, or any material provision of any other agreement between the parties or their affiliates; or (2) upon five (5) days written notice at any time if Licensor discontinues the provision of all or any portion of the Service in which case Licensor shall refund any fees paid by Licensee to license the terminated portion of the Service after the effective date of such termination, and Licensee shall be released of its obligation to pay the associated License Fees due after the date of such termination. (c) Licensor may interrupt the provision of any portion of the Service to Licensee upon reasonable suspicion of any violation by Licensee of any provision of Section 1, 2, 3, or 11 hereunder, or any material provision of any other agreement between the parties, 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. Licensor will restore the provision of the Service only if all amounts due hereunder are paid and if, in Licensor's reasonable opinion, Licensor has received satisfactory assurances as to the cessation of the violation. At termination or non-renewal of this Agreement, Licensee may no longer use any portion of the Service in any manner.

7. **Communication.** Licensor utilizes email as a vital and primary communication channel. Licensee hereby acknowledges and grants Licensor the permission to communicate with Licensee and Authorized Users via email (as well as other communication channels such as phone and fax) for any purposes Licensor determines to be relevant including, but not limited to, system messages, product updates, service announcements and other marketing messages. Licensor will use best efforts to honor an Authorized User's request to opt out of marketing messages, but under no circumstances will Licensor have any liability for sending any email to Licensee or its Authorized Users. Licensee acknowledges and agrees that Licensor may record telephone and other electronic communications it has with Licensee or its Authorized Users for Licensor's internal business purposes, including but not limited to training and quality assurance purposes. Licensee agrees to provide Licensor with, and to maintain, accurate contact information in order to submit and maintain active Listings on the Website. Licensee agrees to allow submitted property listings, or any part thereof, to be searched, displayed, accessed, downloaded, copied and otherwise referred to by Authorized Users of the Licensor Website as well as other Licensor partner and affiliated websites.

8. **Limitation of Liability and Indemnification.** IN NO EVENT SHALL LOOPNET BE LIABLE FOR ANY INDIRECT, EXEMPLARY, PUNITIVE, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, LOSS OF BUSINESS, INTERRUPTION OF BUSINESS, LOSS OF GOODWILL OR BUSINESS REPUTATION, OTHER INTANGIBLE LOSS, INACCURACIES, ERRORS OR OMISSIONS IN THE INFORMATION, PRODUCTS OR SERVICES PROVIDED, RELIANCE BY THE LICENSEE ON THE COMPLETENESS OR ACCURACY OF INFORMATION, PRODUCTS OR SERVICES, LOSS OF USE OF DATA, LOSS OF DATA, COMPUTER VIRUSES, COMPUTER CORRUPTION, DELETION OR CORRUPTION OF CONTENT OR DATA MAINTAINED OR TRANSMITTED THROUGH THE USE OF LOOPNET'S SERVICES, PRIVATE LISTING FUNCTIONALITY OR LICENSEE'S FAILURE TO KEEP LICENSEE'S LOGIN AND/OR PASSWORD SECURE AND CONFIDENT) ARISING OUT OF THIS AGREEMENT. Licensee's exclusive remedy, and Licensor's entire liability under this Agreement, shall be a refund to Licensee of the fees paid to Licensor hereunder, and in no event will Licensor's liability for any reason exceed such fee. Licensor (and its officers, directors, employees and agents) shall not be liable for any damages whatsoever arising from Licensee's use of the Service, and Licensee shall indemnify Licensor (and Licensor's officers, directors, employees and agents), and hold each of them harmless from and against any and all costs, damages or losses by any of them (including, without limitation, reasonable attorneys' fees) as a result of a claim by any person other than Licensee arising from Licensee's use or application of the Services, including but not limited to any liability arising from data, information or Listings uploaded to Website by Licensee.

9. **No Warranties.** THE SERVICE IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. LOOPNET MAKES NO PROMISES, REPRESENTATION OR WARRANTIES, EITHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, WITH RESPECT TO THE SERVICE, INCLUDING ITS ACCURACY, OPERATION, CONFORMITY TO ANY REPRESENTATION OR DESCRIPTION, OR THE EXISTENCE OF ANY LATENT OR PATENT DEFECTS, AND LOOPNET SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, QUIET ENJOYMENT, WORKMANLIKE EFFORT, NO ENCUMBRANCES OR LIENS, NONINFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE, AND, UNDER THE LAW OF THE UNITED STATES, THE IMPLIED CONDITIONS OF SATISFACTORY QUALITY AND ACCEPTANCE AS WELL AS ANY LOCAL JURISDICTIONAL ANALOGUES TO THE ABOVE AND OTHER IMPLIED OR STATUTORY WARRANTIES. LOOPNET MAKES NO PROMISES, REPRESENTATIONS OR WARRANTIES THAT ACCESS TO LOOPNET'S SERVICES WILL BE UNINTERRUPTED OR SECURE. ANY MATERIAL DOWNLOADED FROM THE WEBSITE IS ACCESSED AT LICENSEE'S OWN DISCRETION AND RISK, AND LICENSEE WAIVES ALL CLAIMS AND CAUSES OF ACTION RELATING TO ANY DAMAGE TO LICENSEE'S COMPUTER SYSTEM, INTERNET ACCESS, DOWNLOAD OR DISPLAY DEVICE OR LOSS OR CORRUPTION OF DATA THAT RESULTS FROM SUCH DOWNLOADS. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED FROM LOOPNET OR ITS SERVICES SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TERMS AND CONDITIONS.

10. **Brokers and Agents.** Any Licensee or person using the Services under this Agreement who identifies himself or herself as a broker or agent on the Licensor website member registration form or otherwise purports to be a broker on Licensor's Find a Broker service hereby represents and warrants that such Licensee or person is validly licensed as a broker and is in compliance with applicable broker requirements in all jurisdictions in which Licensee or person is required to be licensed. Licensor may, in its sole discretion, but without any obligation to verify the licensure of such individual as a broker or agent, remove from the list of brokers any Licensee or person whom Licensor believes is not a licensed broker or agent in any applicable jurisdiction. Licensor may, in its sole discretion, terminate the accounts of, and refuse services to, any person who repeatedly or knowingly misrepresents its licensed broker or agent status or upon notification by any state agency or similar governmental authority that such person is not a licensed broker. Licensor does not and shall not have any obligation to independently verify the licensure of individuals identified as brokers and agents on the website. It is Licensee's responsibility to confirm the licensed status of any brokers listed on the Licensor website.

11. **Assignment.** This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and permitted assigns. The rights under this Agreement or any license granted hereunder may not be assigned, sublicensed or otherwise transferred by Licensee without the prior written consent of Licensor, which retains the right to withhold consent in its sole discretion.

12. **Miscellaneous.** This Agreement, and the Service, shall be governed by the laws of the District of Columbia, without reference to conflict of laws principles. The parties hereby consent to the exclusive jurisdiction and venue of the District of Columbia for the adjudication of any disputes or claims arising out of and/or related to this Agreement. If any provision of this Agreement is found to be invalid or unenforceable by a court of competent jurisdiction, such provision shall be severed from the remainder of this Agreement, which shall remain in full force and effect. All notices to Company must be in writing and must be sent registered mail, certified mail, or overnight mail with a return receipt requested to Chief Financial Officer at Licensor. This Agreement contains the entire understanding of the parties with respect to the Service and supersedes any prior oral or written statements 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 required by state of federal law, Licensee agrees to keep the terms of this Agreement strictly confidential. 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. Sections 2, 3, 5, 8, 9, 11 and 12 of this Agreement shall survive termination.

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