

LoopNet Terms and Conditions

1. **Subscription.** This Agreement between Licensee and CoStar Realty Information, Inc., through its "LoopNet" brand and suite of products and services ("LoopNet"), concerns one or more of the LoopNet products described below:

(a) **Premium Lister Subscriptions.** Premium Lister concerns any of the following: (1) a website for marketing commercial real estate (the "Website"); (2) an interface (the "Interface") for managing commercial property listings (the "Listings") appearing on the Website (the Website and the Interface, collectively, 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 LoopNet'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 (i) employed by Licensee or an Exclusive Contractor of Licensee and (ii) included on LoopNet'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 LoopNet.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 provide all information, data and/or images necessary to include such property listing as a Listing on the Website. By submitting Listings to LoopNet, Licensee represents and warrants that: (y) all information submitted is accurate; and (z) that Licensee has the right and authority to submit such Listings to LoopNet 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 LoopNet's Marketing Center Terms and Conditions, available at <https://www.costar.com/about/marketing-center-TandCs>. 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 Website as well as users of other LoopNet partner and affiliated websites. LoopNet 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.

(b) **LoopLink Subscription.** This Agreement between Licensee and LoopNet concerns Internet-based marketing tools including: (1) a license to the Website; (2) the Interface for managing the Listings appearing on the Website; and (3) a dedicated website and software hosted by LoopNet 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 (the Website, the Interface and the LoopLink site 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 Premium Service exposure is included with the LoopLink Service. During the term of this Agreement, and upon payment of 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 provide all information, data and/or images necessary to include such property listing as a Listing on the Website. By submitting Listings to LoopNet, 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 LoopNet 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 LoopNet's Marketing Center Terms and Conditions, available at <https://www.costar.com/about/marketing-center-TandCs>. LoopNet 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.

(a) **Premium Lister.** 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 Silver Listings as set forth 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 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) use the Premium Service if you are a direct or indirect competitor of LoopNet or as part of any effort to compete with LoopNet, 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 LoopNet; or (5) 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, competition, marketing, advertising, defamation, securities, anti-spam and privacy laws.

(b) **LoopLink.** (1) 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. (2) 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 subsection (2) prohibits Licensee from attaching the Website to multiple URLs. (3) Notwithstanding any other provision herein, Licensee shall not: (A) 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; (B) allow persons with access to the LoopLink Services to share their individual login information with others; (C) integrate or incorporate any portion of the LoopLink Service into any other database or product, including without limitation Licensee's own databases or products; (D) create derivative works of any portion of the LoopLink Services; (5) use the LoopLink Service if you are a direct or indirect competitor of LoopNet or as part of any effort to compete with LoopNet, 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 LoopNet; or (E) 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, competition, marketing, advertising, defamation, securities, anti-spam and privacy laws.

(c) **Signature Listings.** Gold, Platinum and Diamond Signature Listings may be purchased for a six (6) month Initial Term (each, a "Signature Listing"). An upgrade to a Platinum or Diamond Listing from a lower listing level shall begin a new six (6) month initial term for Licensee. After the Initial Term, the Signature Listing will automatically renew for one (1) month renewal terms, unless fourteen (14) 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. If a property is moved off market or upgraded to a higher Signature Listing tier by a different listing contact, billing for that property will automatically terminate at the end of month in which the property was moved off market except Signature Listings within the term, which all billing shall automatically terminate end of Initial Term. Signature Listing exposure applies to the Property ID upgraded.

3. **Ownership.** Licensee acknowledges that LoopNet 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 the Services or any other of LoopNet'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 LoopNet, 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 set forth in the subscriptions 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 fully executed by the parties 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 LoopNet 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 in the currency set out on the Subscription Form. 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 Services or service provided by LoopNet, provided that if Licensee does not agree to the increase or charge implemented solely under this Section 5(b), then Licensee may give LoopNet written notice of termination within thirty (30) days of LoopNet'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 Services 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. 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, LoopNet 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 LoopNet about any billing problems or discrepancies within 90 days after charges first appear on their Account statement. If it is not brought to LoopNet'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 LoopNet 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. LoopNet reserves the right to change its payment frequency or billing methods at any time, provided LoopNet 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) LoopNet may terminate any portion of this Agreement immediately without further obligation to Licensee: (1) upon LoopNet'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; (2) upon five (5) days written notice at any time if LoopNet discontinues the provision of all or any portion of the Service in which case LoopNet 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; 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 laws. (c) LoopNet shall have the right within five (5) days after the execution of this Agreement to refuse displaying any applicable Signature Listing if the submarket in which such Signature Listing is to be displayed has priced such Signature Listing out of its tier, in which case LoopNet shall terminate the Signature Listing and refund any Signature Listing fees to Licensee. (d) LoopNet 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. LoopNet will restore the provision of the Service only if all amounts due hereunder are paid and if, in LoopNet's reasonable opinion, LoopNet 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.** LoopNet utilizes email as a vital and primary communication channel. Licensee hereby acknowledges and grants LoopNet the permission to communicate with Licensee and its employees and Authorized Users via email (as well as other communication channels such as phone and fax) for any purposes LoopNet determines to be relevant including, but not limited to, system messages, product updates, service announcements and other marketing messages. Licensee will comply with all laws related to emails Licensee and/or its employees and Authorized Users send using the Services, 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)). Licensee's unsubscribe requests will be honored by LoopNet in accordance with applicable law. Licensee acknowledges and agrees that LoopNet may record telephone and other electronic communications it has with Licensee or its Authorized Users for LoopNet's internal business purposes, including but not limited to training and quality assurance purposes. Licensee agrees to provide LoopNet 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 Website as well as other LoopNet partner and affiliated websites.

8. **Limitation of Liability and Indemnification.** IN NO EVENT SHALL LOOPNET BE LIABLE FOR ANY LOST PROFITS, INDIRECT, EXEMPLARY, PUNITIVE, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION, DAMAGES FOR 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 CONFIDENTIAL) ARISING OUT OF THIS AGREEMENT. Licensee's exclusive remedy, and LoopNet's entire liability under this Agreement, shall be a refund to Licensee of the fees paid to LoopNet hereunder, and in no event will LoopNet's liability for any reason exceed such fee. LoopNet (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 LoopNet (and LoopNet'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, NON-INFRINGEMENT 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 Website member registration form or otherwise purports to be a broker on LoopNet'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. LoopNet 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 LoopNet believes is not a licensed broker or agent in any applicable jurisdiction. LoopNet 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. LoopNet 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 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 LoopNet, 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 LoopNet must be in writing and must be sent registered mail, certified mail, or overnight mail with a return receipt requested to LoopNet Sales with copy to Legal Department. Licensee agrees that LoopNet may include notices on invoices sent to Licensee by regular mail or email. 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 or federal law, Licensee agrees to keep the terms of this Agreement strictly

confidential. Headings are for reference only. 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 English language version of this Agreement shall be binding. Any translated version shall serve for information purposes only. Sections 2, 3, 5, 8, 9, 11 and 12 of this Agreement shall survive termination.