

## INTERNET ADVERTISING TERMS AND CONDITIONS

**1. Definitions.** "Advertisements" means any form of advertising services provided by CoStar Realty Information, Inc. ("CoStar") in the United States, on behalf of Licensee, including banner ads and listings of Licensee's apartments and/or rental properties that are displayed by CoStar and/or CoStar's partners. "Content" means all content, materials and, if any, third party content (including but not limited to content from an advertising agency or third party data provider) provided or made accessible by Licensee to CoStar, including websites (accessed either at the direction of the relevant property owner or, if this Agreement is entered into by a management company, at the direction of such management company), links, banner ads, videos, data, text, branding, music, photos, videos and images. "Laws" means all federal, state and local laws, rules, and regulations, including all fair housing laws (including the Fair Housing Act (42. U.S.C. § 3601 et. seq.)), the Federal Do-Not Call rules, and the Federal CAN-SPAM rules. "Materials" means all content, materials and services licensed to, provided or made accessible by CoStar to Licensee, including websites, videos, photos, software, technology, and other intellectual property, registered or not. Certain services may require a password in order to gain access. "Product(s)" means the services selected by Licensee as set forth in the Subscription Form to which these Internet Advertising Terms and Conditions are attached, as such services may be updated and improved from time to time. "Sites" means the website located at [www.Apartments.com](http://wwwApartments.com), [www.ApartmentFinder.com](http://www.ApartmentFinder.com), [www.ForRent.com](http://www.ForRent.com), and/or [www.OffCampusPartners.com](http://www.OffCampusPartners.com) (and any natural evolution thereof) and any mobile, private-labeled, co-branded or other versions of the site, and any other websites (regardless of URL), applications, or services owned or operated by or on behalf of CoStar. "User Data" means any personally identifiable information and financial information related to a user (including first name, last name, address, phone number, email address, social security number, and financial information) that is received by Licensee through its use of a Product.

**2. Fees.** CoStar's performance is conditioned upon credit approval of Licensee. Licensee authorizes CoStar to obtain a credit report to

determine creditworthiness. Unless payment is made by credit card or ACH, Licensee agrees to pay all fees specified in the Subscription Form (the "Fees") within 30 days of date of invoice, all of which are priced in U.S. dollars and shall be paid in U.S. dollars. If payment is made by credit card or ACH, Licensee expressly authorizes CoStar to automatically charge the applicable charge or debit the applicable account on a monthly basis during the term of this Agreement (unless otherwise agreed by the parties) and agrees that any fee increase made in accordance with this Section 2 may also be charged/debited in the same manner, and Licensee shall be responsible for any third party fees. All payments received after the due date will incur a late payment charge from such due date until paid at a rate equal to the lesser of 1.5% per month or the maximum rate permitted under applicable law. Licensee agrees to pay all of CoStar's costs, including attorneys' fees, court costs or other costs, incurred in collecting overdue amounts. The Fees do not include sales, use, excise or any other taxes or fees now or hereafter imposed by any governmental authority with respect to the Advertisement. 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 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 Fees or charge other fees for any portion of the Product or service provided by CoStar, provided, that if Licensee does not agree to the increase or charge implemented solely under this Section 2(b), then Licensee may give 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 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 Product on such date.

**3. Term and Termination.** The services term for each Product shall begin on the date the Product is uploaded and available for viewing on the Site and shall continue until the last day of the calendar month reached at the end of the term as specified in the Subscription Form (the "Initial Term"). The term of the Agreement shall continue for successive periods

equal to the Initial Term (each such successive period being a “Renewal Term”) commencing on the last day of the Initial Term or the Renewal Term, unless at least 60 days prior to the last day of the Initial Term or the 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 the Fees for the entire Renewal Term unless the Agreement is cancelled in accordance with the notice provisions of this Section. CoStar reserves the right, in their reasonable discretion, to reject or discontinue any Advertisements at any time. CoStar reserves the right to refuse to provide the Advertisements to anyone for competitive and/or other business reasons including non-payment, and Licensee agrees to pay for all Advertisements rendered, prorated if partially completed. If Licensee cancels any Product prior to the end of the Initial Term or any Renewal Term, then Licensee shall pay a cancellation fee equal to the number of unpaid months remaining in the Initial Term or Renewal Term, multiplied by the monthly Fee for such Product. Either party may immediately terminate this Agreement in the event the other party commits a material breach of this Agreement and such breach is not cured by the breaching party within 30 days of its receipt of notice of such breach from the non-breaching party. **To be effective, Licensee terminations under this Section must be emailed to [cancel@costar.com](mailto:cancel@costar.com). CoStar and Licensee may agree to revoke any termination, in which case, this Agreement will remain in effect.**

**4. Content.** Licensee owns the Content or has been authorized to provide the Content by its owner. Licensee grants CoStar a perpetual, worldwide, irrevocable, royalty-free, transferable, license to access, edit, store, enhance, modify, adapt, translate, copy, reproduce, distribute, transmit, broadcast, publish, perform and display publicly, prepare derivative works of, and otherwise use Content, and to sublicense such rights through multiple tiers. CoStar may use Content and any data aggregated with and/or derived from the Content for any purpose. CoStar reserves the right to modify the Sites and Products, and to remove or reject any Content or portion thereof from use on the Sites or Products, in their sole discretion without notice. Licensee understands and acknowledges that it is responsible for obtaining all permissions necessary

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**6. Representations.** Each party represents and warrants to the other party that it has the right and full power and authority to enter into this

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**7. Indemnification.** Each party will defend and indemnify the other party and its respective member(s), parent(s), subsidiaries, directors, officers, employees, agents, and vendors from and against any and all claims, demands, liabilities, costs and/or expenses, including reasonable attorney's fees, arising out of or related to any third party claims alleging breach of its respective representations and warranties hereunder.

**8. Disclaimer.** EXCEPT AS EXPRESSLY PROVIDED IN SECTION 6 ABOVE, NEITHER PARTY MAKES ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT. COSTAR DOES NOT REPRESENT OR WARRANT THAT PRODUCTS, RECORDING SERVICES (AS DEFINED BELOW) OR ADVERTISEMENTS WILL BE FREE OF ERRORS. IN NO EVENT SHALL COSTAR OR ITS AFFILIATES AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES, AGENTS OR VENDORS (THE "COSTAR PARTIES") BE LIABLE FOR ANY LOSS, COST OR DAMAGE SUFFERED OR INCURRED BY THE LICENSEE OR ANY THIRD PARTY ARISING OUT OF OR RELATED TO THE PRODUCTS, ADVERTISEMENT, RECORDING SERVICES OR ANY FAULT, INACCURACY, ERROR, OMISSION, INTERRUPTION OR DELAY IN THE PRODUCTS, ADVERTISEMENT OR RECORDING SERVICES, REGARDLESS OF HOW SUCH LOSS, COST OR DAMAGE ARISES. UNDER NO CIRCUMSTANCE WILL ANY OF THE COSTAR PARTIES BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL,

SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, INCLUDING LOST PROFITS, EVEN IF SUCH DAMAGES ARE FORESEEABLE. IN NO EVENT WILL THE TOTAL AGGREGATE LIABILITY OF THE COSTAR PARTIES EXCEED THE AMOUNT ACTUALLY PAID OR PAYABLE BY LICENSEE UNDER THIS AGREEMENT IN THE 3 MONTH PERIOD PRECEDING THE EVENTS GIVING RISE TO THE LIABILITY. COSTAR MAKES NO GUARANTEE WITH RESPECT TO THE SECURITY OR THE EFFECTIVENESS OF THE PRODUCTS.

**9. Confidentiality.** Licensee agrees not to disclose to any party or use for any purpose any non-public business, technical, or other information relating to or provided by CoStar, including the terms of this Agreement and CoStar's trade secrets, marketing plans, business plans, product plans, pricing, financial information, software, and intellectual property, and further agrees not to disclose any User Data to third parties. Licensee will not sell, lease, license, rent, transfer, or otherwise provide User Data to third parties (other than disclosing User Data to third parties as necessary for such parties to provide the services to users referenced in Section 5 on Licensee's behalf), or use User Data in any other manner, including spam emails or texts, junk mail, or direct marketing.

**10. Call Recording.** If Licensee has requested or elected to use incoming call recording services ("Recording Services"), Licensee, and its employees and agents, hereby acknowledge and agree that incoming calls to Licensee's properties' toll-free and other telephone numbers provided by CoStar or its subcontractors may be recorded and monitored by CoStar or its subcontractors, and each of Licensee's properties hereby consents to such recording or monitoring. Licensee shall notify and obtain the express consent of each person answering or participating in such calls at its properties utilizing Recording Services. Licensee agrees that it will utilize the Recording Services solely for lawful purposes in the ordinary course of its business. Neither CoStar nor its subcontractors shall have any liability for the legality of (a) recording, monitoring, storing, and/or divulging telephone calls and (b) the language used as part of the Recording Services as it pertains to federal, state, and local laws. The Recording Services may be terminated at any time by CoStar. Licensee shall defend, indemnify, and hold CoStar and its respective members, officers,

directors, employees, representatives, agents and contractors harmless from and against any and all claims, indemnification obligations, suits, damages, expenses, and liability (including reasonable attorneys' fees) arising from Licensee's use of the Recording Services.

**11. Social Media Information.** Based on the Product(s) provided to Licensee, CoStar may need access to Licensee's user name, password and profile information related to its social media accounts such as Twitter, Google+, Gmail, Facebook, LinkedIn, Foursquare and Pinterest. In certain situations, depending on the Product(s) selected by Licensee, CoStar will not maintain such application and such maintenance is fully the responsibility of the Licensee. In addition to the uses described above, CoStar may also use the information Licensee provides in connection with the application to provide Licensee service and other requested actions with respect to the application or Licensee's associated user account and/or to contact Licensee from time-to-time to provide important information, required notices and marketing promotion. Further based on the Product(s) selected by Licensee, CoStar may be providing CoStar-created content to Licensee's social media accounts as well as to posting CoStar-created content on behalf of Licensee to public ratings websites. CoStar makes no representations or warranties as to such content and Licensee will fully indemnify and hold harmless CoStar as to any and all claims or actions arising from such content or its publication.

**12. General.** Each party shall be and act as an independent contractor. Licensee shall not assign all or any part of this Agreement without CoStar's prior written consent. The parties' obligations hereunder are binding on their successors, legal representatives and assigns. Subject to the right to opt-out as provided by Law, Licensee consents to receipt of system messages, Product updates, service announcements and other marketing messages from CoStar via facsimile, email or otherwise. Licensee's unsubscribe requests will be honored by CoStar in accordance with applicable law. Licensee will comply with all laws related to emails, text messaging and other forms of communication Licensee and/or its employees send using the Product, including, but not limited to, the United States' anti-spam law (CAN-SPAM), European Union's General Data Protection Regulation (GDPR) and Canada's anti-spam law (CASL).

This Agreement (which includes the Subscription Form subject to this Agreement) contains the entire agreement of the parties regarding the subject matter hereof and supersedes all prior agreements, amendments, representations, and understandings of the parties, whether written or oral, with respect to the subject matter hereof. The terms of this Agreement shall not otherwise be waived, altered, modified, amended or supplemented except by a written instrument signed by a duly authorized representative of each party. Handwritten changes to the Agreement made by Licensee shall have no effect, even if the Agreement is accepted by CoStar for processing and services are subsequently delivered to Licensee hereunder. Failure of either party to insist upon strict compliance with this Agreement shall not be considered a waiver of such terms and conditions or any other terms and conditions, which may be enforced at any later date. If any provision of this Agreement shall be held by a court of competent jurisdiction to be unenforceable, that provision shall be eliminated and the remaining provisions shall remain in full force and effect. Except for payment obligations, neither party shall be liable to the other party for failure to perform by reason of a force majeure event or any other cause beyond such party's reasonable control. This Agreement is governed in all respects by the laws of the District of Columbia, without reference to its conflicts of laws principles. The parties hereby agree that all claims arising under or related to this Agreement shall be brought exclusively in a federal or state court in the District of Columbia and hereby irrevocably consent to the personal jurisdiction of such courts. Sections 2, 4, 5 (all but second sentence), 6, 7, 8, 9, 10 and 11 shall survive any termination or expiration of this Agreement. As used herein, the term "including" means "including without limitation."

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