

Terms of Use

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Purpose of Site

The Site is designed to provide information about commercial real estate and CoStar and its affiliates. The information and services offered on or through this Site are provided solely for general business information, do not constitute real estate, legal, tax, accounting or other professional advice, or an offer to sell or lease real estate, and may not be used for personal, family or household purposes or to determine an individual's eligibility for credit, insurance, or employment. You should take specific professional advice before relying or refraining from relying upon any information or data on this Site.

Services

The information, data, text, software, photographs, images, graphics, organisation, layout, design, and other content contained on or provided through this Site (collectively, the "Content") are proprietary to CoStar and its licensors, and are protected by copyright and other U.K., U.S. and international intellectual property rights, laws and treaties. The Content includes proprietary databases (the "Database") of commercial real estate information, which, by way of example, include information, text, photographic and other images and data contained therein (collectively, the "Information") and the proprietary organisation and structures for categorizing, sorting and displaying such Information, and the related software ("Software"). The Site, Content, Database, Information, Software and any portion of the foregoing, including any derivatives, successors, updates or modifications provided thereto and any information derived from the use of the Database, including as a result of the verification of any portion of the Information, are collectively referred to herein as the "Service".

Those portions of the Service that may be accessed by the general public and that do not require any use of Passwords (as defined below) are referred to as the "Non-Password Protected Service". Those portions of the Service that require use of Passwords for access and are available only to individuals or entities ("CoStar Clients"), or those acting through them, who enter into a License Agreement (as defined below) with CoStar that authorises access to such CoStar service are referred to as the "Password Protected Service".

The Password Protected Service includes the CoStar News; CoStar Showcase®; CoStar Focus®; CoStar Propex®; CoStar Shopproperty®; and CoStar Scottish Property Network® services. A "License Agreement" is defined as either (i) a written hand-signed contract between a CoStar Client and CoStar that authorises access to a CoStar service, or (ii) an online contract between the CoStar Client and CoStar that is formed by online registration and acceptance of these Terms of Use and that authorises access to a CoStar service.

Only Authorised Users for a Password Protected Service may access such Service and they may access it solely using the user name, password and, if applicable, key token (collectively, the "Passwords") assigned to such user by CoStar. No Authorised User may share his Passwords with any other person, nor may an Authorised User allow any other person to use or have access to his Passwords. An Authorised User is defined as an individual (a) employed by a CoStar Client or an Independent Contractor (as defined below) of a CoStar Client at a site identified in the License Agreement, and (b) who is specified in the License Agreement as a user of a specific Password-Protected Service. An "Independent Contractor" is defined as an individual person working solely for the CoStar Client and not another company with real estate information needs and performing substantially the same services for such CoStar Client as an employee of such CoStar Client.

All Authorised Users when browsing, accessing, using or registering for use of the Service(s), must do so lawfully and without infringing any other Users rights of use and enjoyment. In particular, you must not use the Service in a manner which is false, fraudulent, inaccurate or misleading or otherwise in breach of any third party rights (including intellectual property rights).

Free Trial

From time to time, in CoStar's sole discretion, CoStar may offer a free trial period ("Free Trial") to certain individuals ("Free Trial Participant") chosen by CoStar to participate in the free trial. Unless terminated sooner by CoStar, the Free Trial shall last for the length of time specified in the email from CoStar that distributes Passwords to the Free Trial Participant or as detailed within the Subscription Agreement. The terms set forth in that email, combined with these Terms of Use, shall constitute a License Agreement between CoStar and the Free Trial Participant relating to such individual's access to and use of the associated Password Protected Service being offered through the Free Trial. During the Free Trial the Free Trial Participant shall be considered an Authorised User and a CoStar Client (as defined in these Terms of Use) and may use the Password Protected Service during the Free Trial subject to and solely in accordance with the terms outlined in such License Agreement relating to the Free Trial (which includes these Terms of Use).

Permitted Uses

Subject to the provisions in these Terms of Use, you may use the -Password Protected Service (or, if you are an Authorised User, subject to the provisions in your License Agreement and these Terms of Use, you may use the applicable Password-Protected Service), in the ordinary course of your business for:

- (1) Your internal research purposes;
- (2) Providing information regarding particular properties and market trends to your clients and prospective clients;
- (3) Marketing properties;
- (4) Supporting your valuation, appraisal or counselling regarding a specific property; and

Subject to the provisions in your License Agreement and these Terms of Use, you may print Information or copy Information into word processing, spreadsheet and presentation programs (or other software programs with the express written consent of CoStar), so long as the level of Information being printed or copied is reasonably tailored for your purposes, insubstantial and used in compliance with these use and copying provisions.

Notwithstanding the foregoing, the Information you access through the "Free Building Lookup" feature on this Site may only be viewed by you for your individual, non-commercial use while visiting this Site.

Prohibited Uses

You shall not, except (i) as may be expressly set forth above under "Permitted Uses" and (ii) to the extent necessary to integrate commercial property listings within CoStar's commercial real estate marketing website available through CoStar services, (a) distribute, disclose, copy, reproduce, display, publish, transmit, assign, sublicense, transfer, provide access to, use or sell, directly or indirectly (including in electronic form) any portion of the Service, or (b) modify or create derivative works of any portion of the Service.

Notwithstanding anything to the contrary herein, you shall not:

- (1) Access any portion of a Password-Protected Service unless you are an Authorised User for such Password-Protected Service using the Passwords assigned to you by CoStar to access the components and services of the Password-Protected Service that your License Agreement authorises you to access, subject to the terms contained therein and in these Terms of Use;
- (2) Access or use any portion of the Service if you are a direct or indirect competitor of CoStar, nor shall you provide, disclose or transmit any portion of the Service to any direct or indirect competitor of CoStar (by way of example, a "direct or indirect competitor" of CoStar includes, but is not limited to, Internet listing services or other real estate information services and employees, independent contractors and agents of such services);

- (3) Use or distribute any Information from the Service, including Information that has been verified or confirmed by you or anyone else, to directly or indirectly create or contribute to the development of any database or Service;
- (4) Modify, merge, decompile, disassemble, translate, decode or reverse engineer any portion of the Service except the Software where in accordance with the Copyright, Designs & Patents Act 1988, section 50; or use any data mining, gathering or extraction tool, or any robot, spider or other automatic device or manual process, to monitor or copy any portion of the Service;
- (5) Use, reproduce, publish or compile any portion of the Service for the purpose of selling or licensing any portion of the Service or making any portion of the Service publicly available;
- (6) Store, copy or export any portion of the Service into any database or other software, except as expressly set forth in the Permitted Uses above;
- (7) Upload, post or otherwise publish any portion of the Service on, or provide access to any portion of the Service through, the Internet, any bulletin board system, any other electronic network, any data library, any listing service or any other data sharing arrangement, except that you may e-mail a report containing Information that complies with the Permitted Use provisions set forth above to a limited number of your clients and prospective clients;
- (8) Upload, post, e-mail or otherwise transmit any information, data, text, software, photographs, images, graphics, or other content to or through the Service, or use any portion of this Service in a manner, that: a) is unlawful, threatening, abusive, harmful, libellous, tortious, defamatory, false, misleading, obscene, vulgar, racially or ethnically offensive or otherwise objectionable; b) infringes any patent, copyright, trademark, trade secret, or other proprietary right of any party or violates the privacy or publicity rights of any party; c) constitutes unlawful advertising or fraudulent, unfair or deceptive practices, "spam," or any other form of unlawful solicitation. d) contains software viruses or any other computer code, files or programs that are designed to or have the capability to interrupt, modify, damage, improperly access, disable, destroy or limit the functionality of the Service or servers or networks connected thereto or the activities of other users of the Service or of any computer software or hardware or telecommunications equipment; or e) you do not have a right to transmit under any law, contractual obligation (i.e., nondisclosure agreement) or fiduciary duty;
- (9) interfere with or disrupt, or attempt to interfere with or disrupt, the Service or servers or networks connected thereto or the activities of other users of the Service;
- (10) use any portion of the Service to develop or provide any product or service which emulates a "Family Tree", being any product in any form of storage or output which is or provides the means to create a listing in respect of any company or other connected companies (other than a company's immediate and ultimate company);
- (11) Impersonate any person or entity, or falsely state or otherwise misrepresent any registration information, or otherwise disguise the origin of any information, data, text, software, photographs, images, graphics, or other content posted on or transmitted through the Service; and
- (12) Or use any portion of the Service to encourage or engage in illegal activity, stalk or harass another person, or violate these Terms of Use or any applicable local, national or international law, rule, regulation or ordinance, including without limitation, UK and local real estate practice, spam or privacy laws
- (13) allow a user of the Password Protected Service to export more than five hundred (500) occupier data records during any Free Trial period or more than seventy five thousand (75,000) during any twelve month period while subscribing to the service.

Fees

You are responsible for the timely payment of any fees incurred by your use of components and services available on the Site or via links to other web sites, and all taxes applicable to your use of the Service.

WE RESERVE THE RIGHT, AT ANY TIME AND FROM TIME TO TIME, TO PROSPECTIVELY CHANGE THE NATURE AND AMOUNT OF FEES CHARGED FOR ACCESS TO THE SERVICE OR

ANY OF THE COMPONENTS OR SERVICES AVAILABLE ON THE SERVICE, AND THE MANNER IN WHICH SUCH FEES ARE ASSESSED.

If you are accessing the Password Protected Service, you agree: (1) to provide CoStar with accurate and complete registration and billing information and to promptly update such information in the event it changes; and (2) to pay any applicable license fees or other fees incurred by your use of the Password-Protected Service.

E-commerce

The online e-commerce service available via this Site(s) are supplied by a third party whom acts as agent on our behalf. The resulting contract for Service(s) is therefore held between CoStar UK Ltd and you.

Termination

You acknowledge and agree that CoStar may interrupt or terminate or block your access to the Service or portions thereof at any time. In the event that occurs, you shall cease using any portion of the Service, permanently delete or destroy all portions of the Service within your possession, custody or control, and, upon written request from CoStar, certify, in writing, your compliance with this provision.

If you are a CoStar Client, your License Agreement sets forth an initial term that expires on a specified date and that may automatically renew for a specified length. Following the effective date of termination or non-renewal of your License Agreement, you shall cease using any portion of the Service. In addition, you shall permanently delete or destroy all portions of the Service within your possession, custody or control and, upon written request from CoStar, certify, in writing, your compliance with this provision.

Submitted Content

This Service may include opportunities for users to submit information, data, text, photographs, images, graphics, and other content to the Service, for it to be publicly displayed on the Service, used by CoStar in connection with researching real estate activity, or for some other purpose ("Submitted Content"). CoStar acknowledges that if you provide CoStar with any information or images, then you retain any applicable ownership rights that you may have with respect to such information and images. However, you understand that all such Submitted Content, whether publicly posted or privately transmitted, is the sole responsibility of the person from which such content originated. This means that you, and not CoStar, are entirely responsible for all such content that you upload, post, e-mail or otherwise transmit to or via the Service. CoStar is under no obligation to post or use any such Submitted Content you may provide and may remove any such content at any time in CoStar's sole discretion.

With respect to all Submitted Content you elect to upload, post, e-mail or otherwise transmit to or via the Service, you grant CoStar and its affiliates and their licensees a royalty-free, perpetual, irrevocable, non-exclusive and fully sub-licensable right and license (through multiple tiers) to use, reproduce, adapt, perform, display, publish, translate, prepare derivative works from, modify, distribute, sell, and take any other action with respect to such content (in whole or part) worldwide and/or to incorporate it in other works in any form, media, or technology now known or later developed. You further acknowledge and agree that CoStar may preserve any such content and may also disclose such content in its discretion.

Any Submitted content must not be (i) defamatory, malicious, threatening, false, misleading, offensive, abusive, discriminatory, harassing, blasphemous or racist, or (ii) indecent, obscene or of a sexual nature, or (iii) a breach of confidentiality or someone's privacy. Submitted content must not prejudice any active legal proceedings of which you are aware nor be likely to cause someone alarm, anxiety or distress. Any Submitted content must not encourage violence nor racial or religious hatred.

You represent and warrant that (a) you own or have the full right, power and authority to grant to CoStar use of and rights in and to all Submitted Content that you upload, post, e-mail or otherwise transmit to or via the Service; (b) your license of such content to CoStar hereunder does not, and the use or license of such content by CoStar to third parties will not, infringe any right or interest owned or possessed by any third party; and (c) there are no claims, judgments or settlements to be paid by you, or pending claims or litigation, relating to such content.

Information about You

When you use the Service, CoStar collects both personally and non-personally identifying information about you and your use of the Service. Such information includes (a) what you intentionally submit to us while using the Service, including, for example, by filling out forms with your contact information or by logging in with your UserID and password, and (b) information that may be collected automatically while you use the Service, including, for example, your IP address, your IP host, session duration, and "click stream" data that tracks user activity in the Service.

We generally use or disclose the information we collect through the Service to conduct research on and to improve the Service, to perform customer service and support, to fulfil your requests for services, and to provide you with information regarding our services, including service-related announcements. By using the Service and submitting your personal information, you consent to CoStar's collection and use of such information as disclosed herein and to the transfer of your personal information to various countries around the world.

In some but not all circumstances, at the time you submit personally identifiable information, we may provide you with the opportunity to "opt out" of some uses or disclosures of personally identifiable information. In addition, regardless of whether you exercise an opportunity to opt out, CoStar reserves the right to use or disclose the information we collect whenever we have reason to believe that use or disclosure may be necessary to identify possible violations of these Terms of Use or a separate License Agreement, to identify, contact or bring legal action against persons or entities who may be violating your rights, our rights or the rights of others, or if we believe that we are required to do so to respond to legal process or otherwise to comply with law. We also reserve the right to use and disclose the information we collect to protect the security of our software, Services and services, web sites, users, and to protect ourselves from liability or in connection with a merger, acquisition or liquidation.

CoStar takes steps to protect the security of the personally identifiable information we collect, including, for example, physical, electronic, and procedural safeguards.

Although the Service can technically be viewed by children, we do not knowingly request personally identifiable information from them nor does the Service publish content that is targeted to children. No information should be submitted to, or posted at, the Service by visitors under 18 years of age.

If you have a further question, please notify us by e-mail at helpdesk@costar.co.uk. We will do our best to look into your request and respond promptly.

Links; Framing

You may provide a hyperlink to the home page of this Site, which is www.costar.co.uk provided that you must remove any such link upon request from CoStar. Except as set forth in the preceding sentence, or as otherwise authorised by CoStar in writing, links to and the framing of this Service or any of its Content is prohibited. The Service may include links to other sites, some of them operated by CoStar and some of them operated by third parties. Under no circumstances shall CoStar be deemed to be associated or affiliated with, or viewed as endorsing or sponsoring, any web site that links to this Site, or is linked to from this Site, or any services that may be offered through such web sites. CoStar has not necessarily reviewed any or all of the content of such other web sites, and we disclaim responsibility for the content and services available therein. Different terms and conditions may apply to your use of any linked sites. It is your responsibility to review any such terms and conditions in connection with your use of any such sites. Any issues or disputes that may arise with respect to any such sites shall solely be between you and the applicable third party.

Information Regarding Accuracy, Completeness and Timeliness of Information in the Service

The Service is provided for general information only and should not be relied upon or used as the basis for making significant decisions without consulting primary or more accurate, more complete or more timely sources of information. Any reliance upon the Service shall be at your own risk. Neither we, nor any third party involved in creating, producing or delivering the Service, is responsible if the Service is not accurate, complete or current. Neither we, nor any third party involved in creating, producing or delivering the Service, has any responsibility for any consequence relating directly or indirectly to any action or inaction that you take based on the Service.

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No Warranties

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Limitation of Liability

YOU ACKNOWLEDGE THAT, TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE COSTAR PARTIES WILL NOT BE HELD LIABLE FOR ANY LOSS, COST OR DAMAGE SUFFERED OR INCURRED BY YOU OR ANY THIRD PARTY ARISING OUT OF OR RELATED TO ANY FAULTS, INTERRUPTIONS OR DELAYS IN THE SERVICE, OUT OF ANY INACCURACIES, ERRORS OR OMISSIONS IN THE INFORMATION CONTAINED IN THE SERVICE, REGARDLESS OF HOW SUCH FAULTS, INTERRUPTIONS, DELAYS, INACCURACIES, ERRORS OR OMISSIONS ARISE, OR FOR ANY UNAUTHORISED USE OF THE SERVICE. IN ADDITION, IF YOU HAVE NOT PAID ANY FEES TO COSTAR TO ACCESS THE SERVICE, TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, NONE OF THE COSTAR PARTIES SHALL BE LIABLE FOR ANY DIRECT DAMAGES ARISING FROM, RELATING TO OR RESULTING FROM THE SERVICE, THESE TERMS OF USE, OR YOUR USE OR INABILITY TO USE ANY OF THE FOREGOING. THESE LIMITATIONS OF LIABILITY INCLUDE DAMAGES FOR ERRORS, OMISSIONS, INTERRUPTIONS, DEFECTS, DELAYS, COMPUTER VIRUSES, YOUR LOSS OF PROFITS, LOSS OF DATA, UNAUTHORISED ACCESS TO AND ALTERATION OF YOUR TRANSMISSIONS AND DATA, AND OTHER TANGIBLE AND INTANGIBLE LOSSES.

NOTWITHSTANDING ANY PROVISION CONTAINED HEREIN TO THE CONTRARY, IN NO EVENT WILL THE MAXIMUM AGGREGATE, CUMULATIVE LIABILITY OF THE COSTAR PARTIES FOR ANY AND ALL REASONS TO ANY PARTY FOR DAMAGES, DIRECT OR OTHERWISE, ARISING

OUT OF OR IN CONNECTION WITH THE SERVICE, THESE TERMS OF USE, OR A SEPARATE LICENSE AGREEMENT EXCEED THE TOTAL AMOUNT OF LICENSE FEES ACTUALLY PAID TO COSTAR UNDER THE RELEVANT LICENSE AGREEMENT BETWEEN THE RELEVANT COSTAR CLIENT AND COSTAR DURING THE TWELVE MONTH PERIOD IMMEDIATELY PRECEDING THE DATE SUCH CLAIM AROSE, REGARDLESS OF THE CAUSE OR FORM OF ACTION. RECOVERY OF THIS AMOUNT SHALL BE THE SOLE AND EXCLUSIVE REMEDY FOR THE COSTAR CLIENT OR ANY OTHER PARTY FOR ANY APPLICABLE DAMAGES.

UNDER NO CIRCUMSTANCES WILL ANY OF THE COSTAR PARTIES BE HELD LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE OR ANY OTHER DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, ARISING OUT OF, BASED ON, OR RESULTING FROM, OR IN CONNECTION WITH THE SERVICE, THESE TERMS OF USE, OR YOUR USE OR INABILITY TO USE ANY OF THE FOREGOING, EVEN IF COSTAR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING EXCLUSION OF DAMAGES IS INDEPENDENT OF THE EXCLUSIVE REMEDY DESCRIBED ABOVE AND SURVIVES IN THE EVENT SUCH REMEDY FAILS.

NONE OF THE COSTAR PARTIES SHALL HAVE ANY LIABILITY FOR ANY DAMAGES RESULTING FROM ANY FAILURE TO PERFORM ANY OBLIGATION HEREUNDER OR FROM ANY DELAY IN THE PERFORMANCE THEREOF DUE TO CAUSES BEYOND COSTAR'S CONTROL, INCLUDING, WITHOUT LIMITATION, INDUSTRIAL DISPUTES, ACTS OF GOD OR GOVERNMENT, PUBLIC ENEMY, WAR, FIRE, OTHER CASUALTY, FAILURE OF ANY LINK OR CONNECTION WHETHER BY COMPUTER OR OTHERWISE, OR FAILURE OF TECHNOLOGY OR TELECOMMUNICATIONS OR OTHER METHOD OR MEDIUM OF STORING OR TRANSMITTING THE SERVICE.

ALL OF THESE LIMITATIONS APPLY REGARDLESS OF THE CAUSE OR FORM OF ACTION, WHETHER THE DAMAGES ARE CLAIMED UNDER THE TERMS OF A CONTRACT, TORT OR OTHERWISE, AND EVEN IF WE OR OUR REPRESENTATIVES HAVE BEEN NEGLIGENT OR HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NO ACTION ARISING OUT OF OR PERTAINING TO THESE TERMS OF USE MAY BE BROUGHT MORE THAN ONE (1) YEAR AFTER THE CAUSE OF ACTION HAS ARISEN.

Force Majeure

Neither party shall be liable to the other for any failure to perform, or for any delay in performance, if it results from any act of God, act of government or other authority or statutory undertaking, fire, explosion, accident, power failure, industrial dispute, war, failure of any link or connection whether by computer or otherwise, failure of technology or telecommunications or other method or medium of storing or transmitting the Service, inability to obtain materials or energy or anything else beyond the reasonable control of the party failing to perform or delaying performance.

User Data

If you create any settings, surveys, fields or functions in the Service or input, add or export any data into or from the Service (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. It is your responsibility to make back-up copies of such User Data.

Your Liability

If you cause a technical disruption of the Service, you agree to be responsible for any and all liabilities, costs and expenses (including reasonable solicitors' fees and costs of enforcement) arising from or related to that disruption. Upon your breach of any term of these Terms of Use or a separate License Agreement, CoStar's remedies shall include any damages and relief available at law or in equity as well as interruption and/or termination of your access to the Service or any portion thereof and permanent deletion or destruction of all portions of the Service within your possession, custody or control. If CoStar retains any third party to obtain any remedy to which it is entitled under these Terms of Use or a separate License Agreement, CoStar shall be entitled to recover all costs, including solicitor's fees or collection agency commissions, CoStar incurs.

Indemnity

You agree to indemnify, defend, and hold harmless the CoStar Parties from and against any third party action, suit, claim or demand and any associated losses, expenses, damages, costs and other liabilities (including reasonable solicitors' fees), arising out of or relating to your (and your users')

Submitted Content, use or misuse of any portion of the Service, or your violation of these Terms of Use or a separate License Agreement. You shall cooperate as fully as reasonably required in the defense of any such claim or demand. CoStar and any third party involved in creating, producing, or delivering the Service reserves the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, at your expense, and you shall not in any event settle any such matter without the written consent of CoStar and any such third party.

Cookies

Some areas of this Service use and require that your computer accept "cookies." Cookies are small text files that are stored on your computer to keep track of settings or data for a particular web site. Cookies make it possible and easier for you to access and use certain areas of this Service. If you have disabled cookies from within your browser, or if you are running third-party software that intercepts or deletes cookies, you may not be able to visit all or certain areas of the Service.

Trademarks

The Service employs various trademarks and service marks of CoStar and of other third parties. All of these trademarks and service marks are the property of their respective owners. You agree not to use or display them in any manner without the prior written permission of the applicable trademark owner.

Procedure for Making Notification of Claims of Copyright Infringement

CoStar and its affiliates respect the intellectual property of others, and we ask those posting or transmitting any content to or through this Site to respect copyright law. It is the policy of CoStar to restrict and/or terminate in appropriate circumstances the ability to submit content and/or use this Service by individuals or entities that repeatedly submit infringing content in violation of these Terms of Use. If you believe that your work has been copied and is available on this Site or our other online services in a way that constitutes copyright infringement, you may notify CoStar by mail to Company Secretary, CoStar UK Ltd, 5th Floor, 40 Portman Square, London, W1H 6LT; by e-mail to helpdesk@costar.co.uk; and by telephone at 020 7009 2800.

Ownership

You acknowledge that CoStar and its licensors have and shall retain exclusive ownership of all proprietary rights in or to the Service, including all U.K., U.S. and international intellectual property and other rights such as patents, trademarks, copyrights and trade secrets. This is a license agreement and not an agreement for sale. You shall have no right or interest in any portion of the Service except the right to use the Service as set forth in these Terms of Use and, if you are a CoStar Client, your License Agreement. You acknowledge that the Software, Database, Content, Information, Password-Protected Service, Non-Password-Protected Service, and Service constitute the valuable property and confidential copyrighted information of CoStar and its licensors (collectively, the "Proprietary Information"). You agree to (a) comply with all copyright, trademark, trade secret, patent, contract and other laws necessary to protect all rights in the Proprietary Information, (b) not challenge CoStar's and its licensor's ownership of (or the validity or enforceability of their rights in and to) the Proprietary Information, and (c) not remove, conceal, obliterate or circumvent any copyright or other notice or license, use or copying technological measure included in the Service. You shall be liable for any violation of the provisions of these Terms of Use and, if applicable, the License Agreement by your employees, Independent Contractors, affiliates and agents and for any unauthorised use of the Service by such persons.

Export Restrictions

The Costar sites are controlled and operated by CoStar from its offices within the United Kingdom, and the United States. CoStar makes no representation that any portion of the Service or other material accessed through this Site is appropriate or available for use in other locations, and access to them from other countries where their contents are illegal is prohibited. Those who choose to access the Service or the Site from other locations do so on their own volition and are responsible for compliance with applicable local laws. You may not export or re-export any portion of the Service except in full compliance with all U.S. and U.K. laws and regulations, this Terms of Use, and, if applicable, the associated License Agreement. In particular, no portion of the Service may be exported or re-exported into (or to a national or resident of) any country to which the United States embargoes goods, or to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Table of Denial Orders.

Jurisdiction

These Terms of Use are governed and construed in accordance with the laws of England and subject to exclusive jurisdiction of the English courts. If any material in this Service, or your use of the Service, is contrary to the laws of the place where you are when you access it, or if CoStar is not licensed as required by applicable laws or regulations in such locale, the Service is not intended for you, and we ask you not to use the Service. You are responsible for informing yourself of, and complying with, the laws of your jurisdiction.

Anti Bribery

CoStar and you acknowledge our responsibilities in accordance with The Bribery Act 2010. Both CoStar and you commit that they have not, and will not offer, give, solicit or accept any bribe from any person, organisation or company with the intent to coerce or induce a person, organisation or company to act improperly in the course of their duties. In the event that either party is found guilty of an offence, or makes, offers or solicits a bribe from the other party, then that parties rights under any Agreement will be terminated immediately. Such Termination will not affect CoStar's rights and remedies surviving termination of any Agreement.

Modifications to Service; Changes to these Terms

CoStar is continuously updating and changing the Service, and reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Service (or any part thereof) with or without notice. You agree that CoStar shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Service (or any part thereof). Additionally, we reserve the right, in our complete and sole discretion, to change these Terms of Use at any time by posting revised terms on the Service. It is your responsibility to check periodically for any changes we may make to the Service and these Terms of Use. Your continued use of this Service following the posting of changes to these terms or other policies means you accept the changes.

Miscellaneous

These Terms of Use contain the entire understanding of the parties with respect to the Service and supercede any prior oral or written statements and documents with respect to such subject matter; provided, that these Terms of Use do not supercede any written license agreement between the parties. Your obligations hereunder are binding on your successors, legal representatives and assigns. You may not assign or transfer (by operation of law or otherwise) these Terms of Use or any portion hereunder, in whole or in part, without the prior written consent of CoStar. In the event any portion of these Terms of Use not being of a fundamental nature is held to be invalid, illegal or unenforceable, such part shall be deemed severed from these Terms of Use without invalidating the remaining provisions of these Terms of Use or affecting the enforceability of such remaining provisions. 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. Nothing in these Terms is intended to or shall operate to create a partnership or joint venture of any kind between us or to authorise either of us to act as agent for the other, and neither of us shall have authority to act in the name of or on behalf of or otherwise to bind the other in any way (including but not limited to any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power). No waiver by CoStar of any right under or term or provision of these Terms of Use will be deemed a waiver of any other right, term, or provision of these Terms of Use at that time or a waiver of that or any other right, term, or provision of these Terms of Use at any other time. These Terms of Use apply to your use of the Service and not to any other areas, including, without limitation, CoStar's research activities. Headings are for reference only. The rights and remedies of CoStar under these Terms are independent, cumulative and without prejudice to it's rights under the law. All notices to CoStar pertaining to these Terms of Use will be in writing, mailed by recorded or special delivery mail, delivered to CoStar UK Ltd (Registered in England and Wales, Company Registration 1789170), 5th Floor, 40 Portman Square, London, W1H 6LT marked for the attention of the Company Secretary. Except as provided in or contemplated by this Agreement, a

person who is not a party to this Agreement shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms.

Thank you for visiting www.costar.co.uk.

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