

EXHIBIT G

**IN THE UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
TAMPA DIVISION**

KLEIN & HEUCHAN, INC.,

Plaintiff,

v.

COSTAR REALTY INFORMATION, INC.,
and COSTAR GROUP, INC.,

Defendants.

Civil Action No. 8:08-cv-01227-JSM-MSS

DECLARATION OF STEVEN J. WILLIAMS

I, Steven J. Williams, declare as follows:

1. My name is Steven J. Williams. I am employed by CoStar Group, Inc. ("CoStar") as the Assistant Director of the Fraud, Theft & Litigation Team. The statements in this declaration are based upon personal knowledge and I would testify to such statements under oath if called upon as a witness.

2. I have been working in CoStar's legal department since September of 2003 in various capacities related to the investigation of unauthorized use of CoStar's services. As a result of my experience, I have become very familiar with CoStar's policies, practices, and procedures for both licensing its online products, providing service to its clients, investigating theft of its products, as well as the technological tools it uses to do those things.

3. Attached to this Declaration as Exhibit 1 is a true and accurate copy of CoStar's Online Terms of Use. Users of CoStar's services is presented with CoStar's Online Terms of Use the first time they log in to CoStar's website. Before they may begin using CoStar's

products, they must click "I Accept" to the Online Terms of Use. Without indicating such acceptance, the person is not able to use CoStar's products. In addition, CoStar's software periodically requires users to review the Online Terms of Use again and to confirm their acceptance of those Terms of Use.

4. CoStar keeps internal records of each log-in session made to its products. These records are kept in CoStar's ordinary course of business and reflect the data gathered from CoStar's website as well as the information available from a user's computer and the Internet related to a particular log-on session.

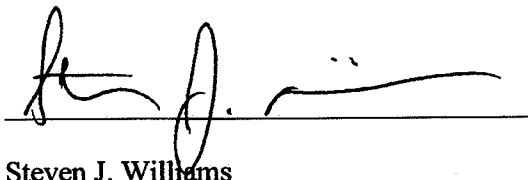
5. Those records show that one or more persons using a user name and password assigned to Scott Bell logged on to CoStar's website on at least 148 occasions for a total of over 49 hours, involving "hits" to 14,025 pages on the CoStar website. By virtue of having logged on to CoStar's website, Scott Bell accordingly would have had to indicate his acceptance to CoStar's Online Terms of Use. I am attaching a true and correct copy of a log of the log-ins under the name Scott Bell as Exhibit 2 to this declaration.

6. I understand that CoStar is requesting a transfer of venue to Maryland from the Middle District of Florida. It would be inconvenient for CoStar if this case remained in Florida. CoStar's computer servers, on which access records are kept, are located in Maryland. All of the documents upon which CoStar would rely to prove Bell's use of CoStar's website and products, its ownership and registration of the photographs and databases infringed by Bell and K&H, and CoStar's damages, are all located in Maryland at CoStar's Bethesda, Maryland, offices. In addition, all of the witnesses who would testify on behalf of CoStar in defense of CoStar and in support of CoStar's claims all work out of CoStar's Bethesda office. It would be inconvenient

for both CoStar and its employee witnesses to travel to Florida for depositions, discovery, hearings, and any trial in this case.

I declare under penalty of perjury that the foregoing is true and correct.

Executed this 16th day of July, 2008, at Bethesda, Maryland.



A handwritten signature in black ink, appearing to read "Steven J. Williams", is written over a horizontal line. The signature is stylized and cursive.

Steven J. Williams

EXHIBIT 1

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Those portions of the Product that may be accessed by the general public and that do not require any use of Passcodes (as defined below) are referred to as the "Non-Passcode Protected Product". Those portions of the Product that require use of Passcodes 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 authorizes access to such CoStar service are referred to as the "Passcode Protected Product".

The Passcode Protected Product includes, for example, the CoStar Property Professional™, CoStar COMPS Professional™, CoStar Exchange® and CoStar Tenant® services as well as the CoStar COMPS Express®, CoStar Property Express™, and CoStar Commercial MLS™ services. A "License Agreement" is defined as either (i) a written hand-signed contract between a CoStar Client and CoStar that authorizes 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 authorizes access to a CoStar service.

Only Authorized Users for a Passcode Protected Product may access such product and they may access it solely using the user name, password and, if applicable, key token (collectively, the "Passcodes") assigned to such user by CoStar. No Authorized User may share his Passcodes with any other person, nor may an Authorized User allow any other person to use or have access to his Passcodes. An Authorized 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 Passcode-Protected Product. 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.

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 Passcodes to the Free Trial Participant. 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 Passcode Protected Product being offered through the Free Trial. During the Free Trial the Free Trial Participant shall be considered an Authorized User and a CoStar Client (as defined in these Terms of Use) and may use the Passcode Protected Product 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 Non-Passcode Protected Product (or, if you are an Authorized User, subject to the provisions in your License Agreement and these Terms of Use, you may use the applicable Passcode-Protected Product), 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 counseling regarding a specific property; and
- (5) Creating periodic general market research reports for in-house use or for clients' or prospective clients' use, provided that such reports do not contain building-specific or tenant-specific information and are not commercially or generally distributed.

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.

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visiting this Site.

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Notwithstanding anything to the contrary herein, you shall not:

- (1) Access any portion of a Passcode-Protected Product unless you are an Authorized User for such Passcode-Protected Product using the Passcodes assigned to you by CoStar to access the components and services of the Passcode-Protected Product that your License Agreement authorizes you to access, subject to the terms contained therein and in these Terms of Use;
- (2) Access or use any portion of the Product if you are a direct or indirect competitor of CoStar, nor shall you provide, disclose or transmit any portion of the Product 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 Product, 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 product;
- (4) Modify, merge, decompile, disassemble, translate, decode or reverse engineer any portion of the Product, 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 Product;
- (5) Use, reproduce, publish or compile any portion of the Product for the purpose of selling or licensing any portion of the Product or making any portion of the Product publicly available;
- (6) Store, copy or export any portion of the Product 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 Product on, or provide access to any portion of the Product 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 Product, or use any portion of this Product in a manner, that:
 - is unlawful, threatening, abusive, harmful, libelous, tortious, defamatory, false, misleading, obscene, vulgar, racially or ethnically offensive or otherwise objectionable;
 - infringes any patent, copyright, trademark, trade secret, or other proprietary right of any party or violates the privacy or publicity rights of any party;
 - constitutes unlawful advertising or fraudulent, unfair or deceptive practices, "spam," or any other form of unlawful solicitation, including the Kansas non-solicitation law (K.S.A. 45-230), which, with limited exceptions, prohibits anyone from knowingly selling, giving or receiving, for the purpose of selling or offering for sale any property or service to persons

listed therein, any list of names and addresses contained in or derived from Kansas public records;

- 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 Product or servers or networks connected thereto or the activities of other users of the Product or of any computer software or hardware or telecommunications equipment; or
- you do not have a right to transmit under any law, contractual obligation (i.e., nondisclosure agreement) or fiduciary duty;

(9) 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 Product; and

(10) Use any portion of the Product to encourage or engage in illegal activity, stalk or harass another person, or violate these Terms of Use or any applicable local, state, national or international law, rule, regulation or ordinance, including without limitation, state and local real estate practice, spam or privacy laws.

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 Product.

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

If you are accessing the Passcode Protected Product, 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 Passcode-Protected Product.

Termination

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

Confidentiality Within Web Version of CoStar Property Professional™

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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 Product; (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 Product, CoStar collects both personally and non-personally identifying information about you and your use of the Product. Such information includes (a) what you intentionally submit to us while using the Product, 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 Product, including, for example, your IP address, your IP host, session duration, and "click stream" data that tracks user activity in the Product.

We generally use or disclose the information we collect through the Product to conduct research on and to improve the Product, to perform customer service and support, to fulfill your requests for services, and to provide you with information regarding our services, including service-related announcements.

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

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

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

The Product 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

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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 PRODUCT, 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 PRODUCT, 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 PRODUCT.

IF YOU ARE A CALIFORNIA RESIDENT, YOU WAIVE CALIFORNIA CIVIL CODE SECTION 1542, WHICH SAYS: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR."

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.

User Data

If you create any settings, surveys, fields or functions in the Product or input, add or export any

data into or from the Product (collectively, the "User Data"), none of the CoStar Parties shall have any liability or responsibility for any of such User Data, including the loss, destruction or use by third parties of such User Data. It is your responsibility to make back-up copies of such User Data.

Your Liability

If you cause a technical disruption of the Product, you agree to be responsible for any and all liabilities, costs and expenses (including reasonable attorneys' 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 Product or any portion thereof and permanent deletion or destruction of all portions of the Product 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 attorney'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 attorneys' fees), arising out of or relating to your (and your users') Submitted Content, use or misuse of any portion of the Product, 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 Product 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 Product 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 Product. 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 certain areas of the Product.

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Last updated: May 24, 2006

EXHIBIT 2

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