## IN THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF MARYLAND

CoStar Realty Information and

CoStar Group Inc.,

Case No. PJM 06CV0655

**Plaintiffs** 

Atkinson Hunt and Resource Realty of Southern New Jersey, Certification of James R. Davis

Defendants.

I, James R. Davis, being of sound mind and over the age of majority, do hereby certify as follows:

- 1. I am the sole shareholder and Director of Resource Realty and Personal Property Evaluations, Inc., improperly referred to in the Complaint as Resource Realty of Southern New Jersey (hereinafter "Resource Realty" or "the Company") and make this certification on its behalf.
- 2. During 2004 the Company became engaged in a joint venture with David Atkinson of Pennsauken, New Jersey. As part of that joint venture, Mr. Atkinson undertook to reinstate his real estate license in New Jersey.
- 3. As part of his contractual relationship with Resource Realty, Mr. Atkinson agreed to develop real estate leads for the Company. Toward that end, Resource Realty listed Mr. Atkinson as a user on its CoStar license (See attached as Exhibit A).
- 4. After I executed the CoStar Agreement, which included Mr. Atkinson's name, I forwarded it to CoStar for countersignature.

84044

- 5. Unbeknownst to me, before CoStar countersigned the contract, they substituted a different page, deleting Mr. Atkinson's name as a permitted user. (See Exhibit B). When the countersigned contract was returned to me, I did not review it, but merely put it in the file. Thus, I did not know at the time that Mr. Atkinson's name had been deleted.
- 6. Under the circumstances, I do not believe that a binding written contract exists between my company and CoStar because we did not sign the same Agreement.
- 7. After the Resource Realty/CoStar Agreement was activated, I gave Mr. Atkinson his User I.D., and he attempted to use the CoStar system to generate the leads needed in his role as an independent contractor for Resource Realty.
- 8. In connection with the use of the CoStar database, Mr. Atkinson apparently caused various files to be downloaded in what he believed to be in full compliance with the terms of the CoStar license. Unfortunately, after attempting to cull that information for appropriate leads, Mr. Atkinson found that those files were not helpful for their intended purpose, and he discontinued downloading any CoStar files.
  - 9. In late Fall 2004, Resource Realty terminated its involvement with Mr. Atkinson.
- 10. As of the date of this Certification, after reasonable investigation, I hereby confirm that neither I nor my company, Resource Realty, maintains a database in our computer system of database files downloaded from the CoStar system. I further agree that if I subsequently discover on any downloaded database files from the CoStar system on my system, or any backup media, such files will be immediately deleted.
- 11. Attached hereto as Exhibit C is a true copy of Mr. Atkinson's letter to me regarding CoStar.

I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are knowingly false, I am subject to punishment.

James R. Davis

Dated: May 1, 2006

# CoStar<sup>®</sup> License Agreement Subscription Form

FOR INTERNAL USE OF	uLY;
AE: MJD	
Routing Code:	
Business Code: Brokerage	



Location ID: 3780   Coly Moorestown   St. NJ   Zp; 09057	BILL TO:								
For: 656-778-0128  Bill To Contact: JAMES DAVIS  Email for Bill AC Contact: Javis@esourcernally org  JSE  Total No. Sites:  Total No. Sites:  Total No. Authorized Users (All Sites): 5  JOSH No. Auth	Licensee:	Resource Realty of So	uthern NJ		Location ID	): <b>37</b> 80			
Fax: \$56-778-0128	Address: 1	24 E. Camden Avenue,	Ste A		City: Moore	estown	***************************************	St. N.I	Zin: 08057
Email for Bilt-to-Contact, JAMES DAVIS    System	Fax: 856-7	Fax: 856-778-0128						<del> </del>	1 2.5. 00001
Total No. Sites:	Bill-To Con	fact: JAMES DAVIS	· <del></del>	***************************************	<b> </b>				
Total No. Sites:	Email for B	ill-to-Contact: jdavis@re	sourcerealty on	q	.1				***************************************
Total No. Authorized Users (All Sites): 5				Total State Commencer Comm			PAYMENT	METHOD	
TOWER INSTORICAL DATA  STERM Law York State Institute Term  SCHEDULE OF SERVICES  SITE # Market Product Description (Before Tay)  1 National CoStar Property Professional  1 National CoStar COMPS Professional S2,400.00  1 National CoStar CoMPS Professional - Comm/Ind/Apv/Res Land  1 Notes: This Agreement supercedes the License Agreement between Licensee and CoStar, which was signed by Licensee on 11/24/IJ3, relating to the provision of the CoStar Property/Comps Professional service(s), except for those terms that survive termination and all outstanding license may access CoStar's Property/Comps Professional service(s), except for those terms that survive termination and all outstanding licensee may access CoStar's Property/Comps Professional service for all of the U.S. markets where CoStar currently maintains its CoStar Property/Comps Professional service for all of the U.S. markets where CoStar currently maintains its CoStar Property/Comps Professional service for all of the U.S. markets where CoStar currently maintains are any reason, maintain a paid-up subscription to CoStar Property/Comps Professional service for all of the U.S. markets where CoStar currently maintains are any reason, maintain a paid-up subscription CoStar Property/Comps Professional service for all of the U.S. markets where CoStar currently maintains are any reason, maintain a paid-up subscription CoStar Property/Comps Professional service and the part of the Agreement provided, however, Licensee school that in the New and Codditions, the Terms and Conditions under which CoStar Walkets the terms and conditions and govern over the Terms of the Agreement their forms and the Terms and Codditions and Agreement incorporates the Terms of Use.  1 The sevent that Licensee and CoStar Counter to Use and the Terms and Conditions and Agreement incorporates the Terms of	Total No. S	ites;	1					and the second second second	
Stering   Sees	Total No. A	uthorized Users (All Site	c)· 5	-			☐ Check		
Site # Market Property Professional Social Market Product Description Monthly License Fass (Befor Tax)  1 National CoStar Property Professional SO, 400,00  1 National CoStar COMPS Professional So (Before Tax)  Total Monthly License Fees: \$2,400,00  One Time Implementation Fee:  One Time Key Token Fee:  Notes: This Agreement supercodes the License Agreement between Licensee and CoStar, which was signed by Licensee on 11/24/03, relating to the provision of the CoStar Property/Comps Professional service(s), except for those terms that survive termination and all outstanding licensee fees.  Licensee may access CoStar's Property/Comps Professional subscription service for all of the U.S. markets where CoStar currently maintains its CoStar Property/Comps Professional service as of the date of this Agreement, provided, however, Licensee shall not have access to CoStar Property/Comps Professional for any market (as defined by CoStar) where Licensee currently or hereafter maintains an office but does not, for any reason, maintain a paid-true pustbeription to CoStar Property/Comps Professional for any market (as defined by CoStar) where Licensee currently or hereafter maintains an office but does not, for any reason, maintain a paid-true pustbeription to CoStar Property/Comps Professional for survive termination and or one of the market."  This Subscription Form, including the Terms and Conditions, the Terms of Use, any addenda and any exhibits attached hereto (collectively, the "Agreement"), between the body to the professional for survive defined shall have the meanings as defined in the Terms and Complete and Costar Property/Comps Professional for survive defined shall have the meanings as defined in the Terms and Costar Property Comps Professional for survive defined shall have the meanings as defined in the Terms and Costar	Assessment of the second	-tito -zoo coolo (r in che	<i>3). U</i>				☐ Automatic	Withdrawal	
SCHEDULE OF SERVICES    Site #   Market	OVIE			COMPS HISTOR	IICAL DATA		KEY TOKE	<b>IS</b>	
Site # Market Product Description (Before Tax)  1 National CoStar Property Professional S2,400.00  1 National CoStar COMPS Professional - Comm/Ind/Apt/Res Land S0.00  Total Monthly License Fees: \$2,400.00  One Time Implementation Fee:  One Time Key Token Fee:  One Time K	Jewo Year In	itial Term		From (MM/YY): 0	1/00 (CC	MPS subscribers)	Total Number	of Key Toke	ns:
Street   Market   Product Description   (Before Tax)		T		5CHEDU	LE OF SERV	/ices			
Notes: This Agreement supercades the License Agreement between Licensee and CoStar, which was signed by Licensee on 11/24/03, relating to the provision of the CoStar Property/Comps Professional subscription service (s), except for those terms that survive termination and all outstanding license fees.  Notes: This Agreement supercades the License Agreement between Licensee and CoStar, which was signed by Licensee on 11/24/03, relating to the provision of the CoStar Property/Comps Professional subscription service (s), except for those terms that survive termination and all outstanding license fees.  Licensee may access CoStar's Property/Comps Professional subscription service for all of the U.S. markets where CoStar currently maintains its CoStar Property/Comps Professional subscription service for all of the U.S. markets where CoStar currently maintains its CoStar Property/Comps Professional service so of the date of this Agreement, provided, however, Licensee shall not have access to CoStar Property/Comps Professional for any market (as defined by CoStar) where Licensee currently or hereafter maintains an office but does not, for any reason, maintain a paid-up subscription to CoStar Property/Comps Professional for such market.  This Subscription Form, including the Terms and Conditions, the Terms of Use, any address and conditions under which CoStar Williams and Conditions and Conditions under which CoStar Williams and Conditions and Conditions under which CoStar Williams and Conditions in the Terms of Use, any address and conditions under which CoStar Williams and on the CoStar CoStar CoStar CoStar CoStar CoStar Property Comps Professional for such market.  This Subscription Form including the Terms and Conditions, the Terms of Use, any address and conditions under which CoStar Williams and on the CoStar CoStar Realty Information, Inc. (CoStar), establishes the terms and Conditions under which CoStar Williams and on the CoStar Realty Information, Inc.  Licensee  In the event that Licensee dees near a conditio	Site #	Market		Pr	oduct Descri	otion			
Total Monthly License Fees: \$2,400.00  Total Monthly License Fees: \$2,400.00  One Time Implementation Fee: One Time Key Token Fee:  One Time Key Token Fee:  Notes: This Agreement supercedes the License Agreement between Licensee and CoStar, which was signed by Licensee on 11/24/03, relating to the provision of the CoStar Property/Comps Professional service(s), except for those terms that survive termination and all outstanding license fees.  Licensee may access CoStar's Property/Comps Professional subscription service for all of the U.S. markets where CoStar currently maintains list CoStar Property/Comps Professional service as of the date of this Agreement, provided, however, Licensee shall not have access to CoStar Property/Comps Professional for any market (as defined by CoStar) where Licensee currently or hearter maintains an office but does not, for any reason, maintain a paid-up subscription to CoStar Property/Comps Professional for such market.  This Subscription Form, including the Terms and Conditions that are an integral part of the Agreement and the Terms and Conditions that are an integral part of the Agreement and the Terms and Conditions that are an integral part of the Agreement and the Terms and Conditions that are an integral part of the Agreement and the Terms and Conditions that are an integral part of the Agreement and the Terms of Use, first product, Licensee does not execute this Agreement and the Terms and Conditions that are an integral part of the Agreement and the Terms of Use (the Terms of	1	National	CoStar Pi			PHON			
Total Monthly License Fees: \$2,400.00  One Time Implementation Fee: One Time Key Token Fee:  Notes: This Agreement supercedes the License Agreement between Licensee and CoStar, which was signed by Licensee on 11/24/03, relating to the provision of the CoStar Property/Comps Professional service(s), except for those terms that survive termination and all outstanding license fees.  Licensee may access CoStar's Property/Comps Professional subscription service for all of the U.S. markets where CoStar currently maintains its CoStar Property/Comps Professional service as of the date of this Agreement; provided, however, Licensee shall not have access to CoStar Property/Comps Professional for any market (as defined by CoStar) where Licensee currently or hereafter maintains an office but does not, for any reason, maintain a patie-up subscription to CoStar Property/Comps Professional for such market."  This Subscription Form, including the Terms and Conditions, the Terms of Use, any addenda and any exhibits attached hereto (collectively, the "Agreement"), between the bove named Licensee and CoStar Realty Information, the. ("CoStar"), establishes the terms and conditions under which CoStar will license the products set forth in this greener. Alached to this Agreement are the Terms and Conditions that are an integral part of the Agreement hereby. Terms used on this Subscription orm and not otherwise delined shall have the meanings set forth on the Terms and Conditions. In addition, this Agreement on the Terms used on this Subscription and wave. Conditions that are an integral part of the Agreement hereby. Terms used on this Subscription and wave. Costar common and the Terms and Conditions shall govern over the Terms of Use (the "Terms of Delay available on the Agreement after such date and CoStar outers/gips this Agreement shall become runtled and viol, provided, that if incensee accudes this Agreement after such date and CoStar outers/gips this Agreement, then this Agreement after such date and CoStar outers/gips this Agr	1	National			- Comm/Ind/	Apt/Res Land			
Total Monthly License Fees: \$2,400.00  One Time Implementation Fee:  One Time Key Token Fee:  Notes: This Agreement supercedes the License Agreement between Licensee and CoStar, which was signed by Licensee on 11/24/03, relating to the provision of the CoStar Property/Comps Professional service(s), except for those terms that survive termination and all outstanding license may access CoStar's Property/Comps Professional subscription service for all of the U.S. markets where CoStar currently maintains its CoStar Property/Comps Professional service as of the date of this Agreement, provided, however, Licensee shall not have access to CoStar Property/Comps Professional for any market (as defined by CoStar) where Licensee currently or hereafter maintains an office but does not, for any reason, maintain a paid-up subscription to CoStar Property/Comps Professional for such market.  This Subscription Form, including the Terms and Conditions, the Terms of Use, any addenda and any exhibits there the hereto (collectively, the "Agreement"), between the blove-named Licensee and CoStar Realty Information, Inc. ("CoStar"), establishes the terms and conditions under which CoStar will license the products set forth in this greenment. Attached to this Agreement are the Terms and Conditions that are an invegral part of the Agreement being formed hereby. Terms used on this Subscription or and not otherwise defined shall have the meanings set forth on the Terms and Conditions. In addition, this Agreement incorporates the Terms of Use the "Terms of Use and to regularly review such terms for potales and charges. To the extent a conditic exists, the Subscription Form and the Terms and Conditions in Additions on Use and to regularly review such terms for potales and charges. To the extent a conditic exists, the Subscription Form and the Terms and Conditions and a three of Use and to regularly review such terms for potales and charges. To the extent a conditic exists, the Subscription Form and the Terms and Conditions and additions on									
Total Monthly License Fees: \$2,400.00  One Time Implementation Fee:  One Time Key Token Fee:  Notes: This Agreement supercedes the License Agreement between Licensee and CoStar, which was signed by Licensee on 11/24/03, relating to the provision of the CoStar Property/Comps Professional service(s), except for those terms that survive termination and all outstanding license may access CoStar's Property/Comps Professional subscription service for all of the U.S. markets where CoStar currently maintains its CoStar Property/Comps Professional service as of the date of this Agreement, provided, however, Licensee shall not have access to CoStar Property/Comps Professional for any market (as defined by CoStar) where Licensee currently or hereafter maintains an office but does not, for any reason, maintain a paid-up subscription to CoStar Property/Comps Professional for such market.  This Subscription Form, including the Terms and Conditions, the Terms of Use, any addenda and any exhibits there the hereto (collectively, the "Agreement"), between the blove-named Licensee and CoStar Realty Information, Inc. ("CoStar"), establishes the terms and conditions under which CoStar will license the products set forth in this greenment. Attached to this Agreement are the Terms and Conditions that are an invegral part of the Agreement being formed hereby. Terms used on this Subscription or and not otherwise defined shall have the meanings set forth on the Terms and Conditions. In addition, this Agreement incorporates the Terms of Use the "Terms of Use and to regularly review such terms for potales and charges. To the extent a conditic exists, the Subscription Form and the Terms and Conditions in Additions on Use and to regularly review such terms for potales and charges. To the extent a conditic exists, the Subscription Form and the Terms and Conditions and a three of Use and to regularly review such terms for potales and charges. To the extent a conditic exists, the Subscription Form and the Terms and Conditions and additions on							· · · · · · · · · · · · · · · · · · ·	·····	
One Time Implementation Fee:  One Time Key Token Fee:  Notes: This Agreement supercedes the License Agreement between Licensee and CoStar, which was signed by Licensee on 11/24/03, relating to the provision of the CoStar Property/Comps Professional service(s), except for those terms that survive termination and all outstanding license fees.  Licensee may access CoStar's Property/Comps Professional subscription service for all of the U.S. markets where CoStar currently maintains its CoStar Property/Comps Professional service as of the date of this Agreement; provided, however, Licensee shall not have access to CoStar Property/Comps Professional for any market (as defined by CoStar) where Licensee currently or hereafter maintains an office but does not, for any reason, maintain a paid-up subscription to CoStar Property/Comps Professional for such market."  This Subscription Form, including the Terms and Conditions, the Terms of Use, any addenda and any exhibits attached hereto (collectively, the "Agreement"), between the above-named Licensee and CoStar Realty Information, Inc. ("CoStar"), establishes the terms and conditions under which CoStar will license the products set forth in this greement. Altached to this Agreement are the Terms and Conditions that are an integral part of the Agreement being formed hereby. Terms used on this Subscription and not inderwise defined shall have the meanings set forth on the Terms and Conditions, in the Agreement incorporates the Terms of Use (the "Terms of See") available online at www.costar.com. By using the Licenseel Product, Licensee agrees to comply with the Terms of Use and to regularly review such terms for potales and changes. To the extent a conflict exists, the Subscription Form and the Terms and Conditions shall govern over the Terms of Use.  In the event that Licensee does not execute this Agreement by the following date <u>B831/04</u> , the terms of this Agreement shall become rull and void, provided, that if icensee executes this Agreement in behalf of Licensee repres				1		······································			
One Time Implementation Fee:  One Time Key Token Fee:  Notes: This Agreement supercedes the License Agreement between Licensee and CoStar, which was signed by Licensee on 11/24/03, relating to the provision of the CoStar Property/Comps Professional service(s), except for those terms that survive termination and all outstanding license fees.  Licensee may access CoStar's Property/Comps Professional subscription service for all of the U.S. markets where CoStar currently maintains its CoStar Property/Comps Professional service as of the date of this Agreement; provided, however, Licensee shall not have access to CoStar Property/Comps Professional for any market (as defined by CoStar) where Licensee currently or hereafter maintains an office but does not, for any reason, maintain a paid-up subscription to CoStar Property/Comps Professional for such market."  This Subscription Form, including the Terms and Conditions, the Terms of Use, any addenda and any exhibits attached hereto (collectively, the "Agreement"), between the above-named Licensee and CoStar Realty Information, Inc. ("CoStar"), establishes the terms and conditions under which CoStar will license the products set forth in this greement. Altached to this Agreement are the Terms and Conditions that are an integral part of the Agreement being formed hereby. Terms used on this Subscription and not inderwise defined shall have the meanings set forth on the Terms and Conditions, in the Agreement incorporates the Terms of Use (the "Terms of See") available online at www.costar.com. By using the Licenseel Product, Licensee agrees to comply with the Terms of Use and to regularly review such terms for potales and changes. To the extent a conflict exists, the Subscription Form and the Terms and Conditions shall govern over the Terms of Use.  In the event that Licensee does not execute this Agreement by the following date <u>B831/04</u> , the terms of this Agreement shall become rull and void, provided, that if icensee executes this Agreement in behalf of Licensee repres					***************************************				
One Time Implementation Fee:  One Time Key Token Fee:  Notes: This Agreement supercedes the License Agreement between Licensee and CoStar, which was signed by Licensee on 11/24/03, relating to the provision of the CoStar Property/Comps Professional service(s), except for those terms that survive termination and all outstanding license fees.  Licensee may access CoStar's Property/Comps Professional subscription service for all of the U.S. markets where CoStar currently maintains its CoStar Property/Comps Professional service as of the date of this Agreement; provided, however, Licensee shall not have access to CoStar Property/Comps Professional for any market (as defined by CoStar) where Licensee currently or hereafter maintains an office but does not, for any reason, maintain a paid-up subscription to CoStar Property/Comps Professional for such market."  This Subscription Form, including the Terms and Conditions, the Terms of Use, any addenda and any exhibits attached hereto (collectively, the "Agreement"), between the above-named Licensee and CoStar Realty Information, Inc. ("CoStar"), establishes the terms and conditions under which CoStar will license the products set forth in this greement. Altached to this Agreement are the Terms and Conditions that are an integral part of the Agreement being formed hereby. Terms used on this Subscription and not inderwise defined shall have the meanings set forth on the Terms and Conditions, in the Agreement incorporates the Terms of Use (the "Terms of See") available online at www.costar.com. By using the Licenseel Product, Licensee agrees to comply with the Terms of Use and to regularly review such terms for potales and changes. To the extent a conflict exists, the Subscription Form and the Terms and Conditions shall govern over the Terms of Use.  In the event that Licensee does not execute this Agreement by the following date <u>B831/04</u> , the terms of this Agreement shall become rull and void, provided, that if icensee executes this Agreement in behalf of Licensee repres				· · · · · · · · · · · · · · · · · · ·					
One Time Implementation Fee:  One Time Key Token Fee:  Notes: This Agreement supercedes the License Agreement between Licensee and CoStar, which was signed by Licensee on 11/24/03, relating to the provision of the CoStar Property/Comps Professional service(s), except for those terms that survive termination and all outstanding license fees.  Licensee may access CoStar's Property/Comps Professional subscription service for all of the U.S. markets where CoStar currently maintains its CoStar Property/Comps Professional service as of the date of this Agreement; provided, however, Licensee shall not have access to CoStar Property/Comps Professional for any market (as defined by CoStar) where Licensee currently or hereafter maintains an office but does not, for any reason, maintain a paid-up subscription to CoStar Property/Comps Professional for such market."  This Subscription Form, including the Terms and Conditions, the Terms of Use, any addenda and any exhibits attached hereto (collectively, the "Agreement"), between the above-named Licensee and CoStar Realty Information, Inc. ("CoStar"), establishes the terms and conditions under which CoStar will license the products set forth in this greement. Altached to this Agreement are the Terms and Conditions that are an integral part of the Agreement being formed hereby. Terms used on this Subscription and not inderwise defined shall have the meanings set forth on the Terms and Conditions, in the Agreement incorporates the Terms of Use (the "Terms of See") available online at www.costar.com. By using the Licenseel Product, Licensee agrees to comply with the Terms of Use and to regularly review such terms for potales and changes. To the extent a conflict exists, the Subscription Form and the Terms and Conditions shall govern over the Terms of Use.  In the event that Licensee does not execute this Agreement by the following date <u>B831/04</u> , the terms of this Agreement shall become rull and void, provided, that if icensee executes this Agreement in behalf of Licensee repres					<del></del>			<del></del>	
One Time Implementation Fee:  One Time Key Token Fee:  Notes: This Agreement supercedes the License Agreement between Licensee and CoStar, which was signed by Licensee on 11/24/03, relating to the provision of the CoStar Property/Comps Professional service(s), except for those terms that survive termination and all outstanding license fees.  Licensee may access CoStar's Property/Comps Professional subscription service for all of the U.S. markets where CoStar currently maintains its CoStar Property/Comps Professional service as of the date of this Agreement; provided, however, Licensee shall not have access to CoStar Property/Comps Professional for any market (as defined by CoStar) where Licensee currently or hereafter maintains an office but does not, for any reason, maintain a paid-up subscription to CoStar Property/Comps Professional for such market."  This Subscription Form, including the Terms and Conditions, the Terms of Use, any addenda and any exhibits attached hereto (collectively, the "Agreement"), between the above-named Licensee and CoStar Realty Information, Inc. ("CoStar"), establishes the terms and conditions under which CoStar will license the products set forth in this greement. Altached to this Agreement are the Terms and Conditions that are an integral part of the Agreement being formed hereby. Terms used on this Subscription and not inderwise defined shall have the meanings set forth on the Terms and Conditions, in the Agreement incorporates the Terms of Use (the "Terms of See") available online at www.costar.com. By using the Licenseel Product, Licensee agrees to comply with the Terms of Use and to regularly review such terms for potales and changes. To the extent a conflict exists, the Subscription Form and the Terms and Conditions shall govern over the Terms of Use.  In the event that Licensee does not execute this Agreement by the following date <u>B831/04</u> , the terms of this Agreement shall become rull and void, provided, that if icensee executes this Agreement in behalf of Licensee repres					T	otal Monthly Lic	ense Fees:	\$2.400	) M
Notes: This Agreement supercedes the License Agreement between Licensee and CoStar, which was signed by Licensee on 11/24/03, relating to the provision of the CoStar Property/Comps Professional service(s), except for those terms that survive termination and all outstanding licensee fees.  Licensee may access CoStar's Property/Comps Professional subscription service for all of the U.S. markets where CoStar currently maintains its CoStar Property/Comps Professional service as of the date of this Agreement; provided, however, Licensee shall not have access to CoStar Property/Comps Professional for any market (as defined by CoStar) where Licensee currently or hereafter maintains an office but does not, for any reason, maintain a paid-up subscription to CoStar Property/Comps Professional for such market."  This Subscription Form, including the Terms and Conditions, the Terms of Use, any addenda and any exhibits attached hereto (collectively, the "Agreement"), between the bove-named Licensee and CoStar Realty Information, inc. ("CoStar"), establishes the terms and conditions under which CoStar will license the products set forth in this greement. Allached to this Agreement are the Terms and Conditions that are an integral part the Agreement being formed hereby. Terms used on this Subscription orm and not otherwise defined shall have the meanings set forth on the Terms and Conditions. In addition, this Agreement incorporates the Terms of Use (the "Terms of Use)" available online at www.costar.com. By using the Licensee Product, Licensee agrees to comply with the Terms of Use.  In the event that Licensee does not execute this Agreement by the following date 08/31/04, the terms of this Agreement shall become null and void, provided, that if increase agrees to explay the adventure of the terms of Use.  In the event that Licensee does not execute this Agreement on behalf of Licensee represents and warrants that he or she has been authorized to do so and that all necessary actions required for the execution have been taken								32,400	7.00
license fees.  Licensee may access CoStar's Property/Comps Professional subscription service for all of the U.S. markets where CoStar currently maintains its CoStar Property/Comps Professional service as of the date of this Agreement; provided, however, Licensee shall not have access to CoStar Property/Comps Professional for any market (as defined by CoStar) where Licensee currently or hereafter maintains an office but does not, for any reason, maintain a paid-up subscription to CoStar Property/Comps Professional for such market."  This Subscription Form, including the Terms and Conditions, the Terms of Use, any addenda and any exhibits attached hereto (collectively, the "Agreement"), between the blove-named Licensee and CoStar Realty Information, Inc. ("CoStar"), establishes the terms and conditions under which CoStar will license the products set forth in this greement. Attached to this Agreement are the Terms and Conditions that are an integral part of the Agreement being formed hereby. Terms used on this Subscription am and not otherwise defined shall have the meanings set forth on the Terms and Conditions, in addition, this Agreement incorporates the Terms of Use (the "Terms of Use (the "Terms of Use and to regularly review such terms for podates and changes. To the extent a conflict exists, the Subscription Form and the Terms and Conditions shall govern over the Terms of Use.  In the event that Licensee does not execute this Agreement by the following date <u>98/31/04</u> , the terms of this Agreement shall become null and void, provided, that if icensee executes this Agreement after such date and CoStar countersigns this Agreement, then this Agreement shall be come null and vinding on the parties. The person of the executing this Agreement on behalf of Licensee represents and warrants that he or she has been authorized to do so and that all necessary actions required for the executing this Agreement on behalf of CoStar. The parties hereby chrowles the been taken. CoStar hereby provides notice that only an auth					One T	ime Key Token	Fee:		
This Subscription Form, including the Terms and Conditions, the Terms of Use, any addenda and any exhibits attached hereto (collectively, the "Agreement"), between the above-named Licensee and CoStar Realty Information, Inc. ("CoStar"), establishes the terms and conditions under which CoStar will license the products set forth in this greement. Attached to this Agreement are the Terms and Conditions that are an integral part of the Agreement being formed hereby. Terms used on this Subscription orm and not otherwise defined shall have the meanings set forth on the Terms and Conditions. In addition, this Agreement incorporates the Terms of Use (the "Terms of Use") available online at <a href="https://www.costar.com">www.costar.com</a> . By using the Licenseed Product, Licensee agrees to comply with the Terms of Use and to regularly review such terms for pdates and changes. To the extent a conflict exists, the Subscription Form and the Terms and Conditions shall govern over the Terms of Use.  In the event that Licensee does not execute this Agreement by the following date <a )="" and="" available="" change="" event="" executi<="" href="https://www.germent.org/germ&lt;/td&gt;&lt;td&gt;license fees. Licensee ma its CoStar Pr Property/Cor&lt;/td&gt;&lt;td&gt;y access CoStar's Propoperty/Comps Profess&lt;/td&gt;&lt;td&gt;erty/Comps Pr&lt;br&gt;perty/Comps f&lt;br&gt;ional service a&lt;br&gt;ny market (as c&lt;/td&gt;&lt;td&gt;oressional service(s  Professional subscrium  s of the date of this defined by CoStart&lt;/td&gt;&lt;td&gt;s), except for&lt;br&gt;iption service&lt;br&gt;Agreement;&lt;br&gt;where ticens&lt;/td&gt;&lt;td&gt;those terms that s  for all of the U.S. provided, howeve&lt;/td&gt;&lt;td&gt;markets where r, Licensee sha&lt;/td&gt;&lt;td&gt;tion and all&lt;/td&gt;&lt;td&gt;rently maintains&lt;/td&gt;&lt;/tr&gt;&lt;tr&gt;&lt;td&gt;Executing this Agreement on behalf of Licensee represents and warrants that he or she has been authorized to do so and that all necessary actions required for the execution have been taken. CoStar hereby provides notice that only an authorized officer of CoStar can execute this Agreement on behalf of CoStar. The parties hereby incknowledge that this Agreement may be executed and delivered by facsimile and such facsimile shall constitute a legal and binding agreement on the parties.  Licensee  By:    Date:   Date:&lt;/td&gt;&lt;td&gt;his Subscription bove-named Lingreement. Attain orm and not off Ise" icensee="" opdates="" td="" that="" the=""><td>n Form, including the Term censee and CoStar Realty ched to this Agreement ar rerwise defined shall have online at <a href="https://www.costar.com">www.costar.com</a> nges. To the extent a con t. Licensee does not execute this Agreement after si</td><td>is and Conditions Information, Inco the Terms and the meanings so By using the L filct exists, the So ute this Agreeme and Col</td><td>s, the Terms of Use, ar ¿ ("CoStar"), established conditions that are a et forth on the Terms a icensed Product, Lice ubscription Form and the ent by the following da Star countersions this</td><td>ny addenda and es the terms an n integral part and Conditions. Insee agrees to the Terms and Content and Content addended to</td><td>I any exhibits attached conditions under word the Agreement be In addition, this Agre comply with the Teconditions shall gover be terms of this Agree this Agreement and the Agreement of the Agr</td><td>d hereto (collective hich CoStar will I into formed herebernent incorporatems of Use and nover the Terms ement shall become the shall become the shall be considered.</td><td>icense the property. Terms use es the Terms to regularly refuse.</td><td>oducts set forth in this d on this Subscription of Use (the "Terms of review such terms for void, provided, that if</td></a>	n Form, including the Term censee and CoStar Realty ched to this Agreement ar rerwise defined shall have online at <a href="https://www.costar.com">www.costar.com</a> nges. To the extent a con t. Licensee does not execute this Agreement after si	is and Conditions Information, Inco the Terms and the meanings so By using the L filct exists, the So ute this Agreeme and Col	s, the Terms of Use, ar ¿ ("CoStar"), established conditions that are a et forth on the Terms a icensed Product, Lice ubscription Form and the ent by the following da Star countersions this	ny addenda and es the terms an n integral part and Conditions. Insee agrees to the Terms and Content and Content addended to	I any exhibits attached conditions under word the Agreement be In addition, this Agre comply with the Teconditions shall gover be terms of this Agree this Agreement and the Agreement of the Agr	d hereto (collective hich CoStar will I into formed herebernent incorporatems of Use and nover the Terms ement shall become the shall become the shall be considered.	icense the property. Terms use es the Terms to regularly refuse.	oducts set forth in this d on this Subscription of Use (the "Terms of review such terms for void, provided, that if	
by:    By:   Dw     Date: 8   19   04     By:   Dw     Date: 8   19   04     Date: 8   19     Date: 8   19   04     Date: 8   19   0	xecuting this At xecution have b cknowledge tha	greenient on behalf of Lid leen taken. CoStar hereby t this Agreement may be e	ensee represent provides notice	ts and warrants that he that only an authorized ivered by facsimile and	e or she has b d officer of CoS such facsimile	een authorized to do	so and that all	necessary ac	dions required for the
lame:    Name (print): Janes ()avis				'	1 a	( )			
itile: Title: President Date: 8/19/04 Addyess: 124 E. Camden Avenue, Ste A					-	3 1 9			
ate: Addyess: 124 E. Camden Avenue, Ste A							la vi s		-1-
Jan 19 Date of Maria Control of the			**************************************					Da	ate: 8/19/04
		ethesda Metra Contor		~					[ /

# **CoStar® License Agreement**

Key Token:

☐ Yes

☐ No



310	C 17.		Total Number of A	authorized Osers at Site: 5	Loc ID: 3780
Co	mpany Name:	Resource Realty of S	outhern NJ		
Prir	mary Contact &	Úser #1: James Davis			
Stre	eet Address:	124 E. Camden Aven	ue, Ste A		
City	<i>/</i> :	Moorestown			State: NJ Zip: 08057
Pho	one #:	856-727-0700	Į į	Fax #: 856-778-0128	Key Token: Yes 🛛 No
E-N	fail Address:	jdavis@resourcerealt	y.org		
			-22-1111-12-1111-1111-1111-1111-1111-1		
			DITIONAL USER	5 AT ABOVE LISTED SITE	
User #2		Contact: Stuart Davis	12:	Title:	-
	☐ Add	Phone:	Ext:	Fax	
	☐ Delete	E-mail: sdavis@resourc			
		Key Token: Yes	⊠ No	If CoStar Exchange User.	☐ Broker ☐ Principal
User #3		Contact: Ted Polish	T :	Title:	
₩0	☐ Add	Phone:	Ext:	Fax:	
		E-mail: tpolish@resource		T	
		Key Token: Yes	⊠ No	If CoStar Exchange User:	☐ Broker ☐ Principal
User #4	☐ Existing	Contact: David Atkinson	T=:	Title:	
	⊠ Add	Phone:	Ext:	Fax:	
	☐ Delete	E-mail: datkinson@reso			
		Key Token: Yes	⊠ No	If CoStar Exchange User:	☐ Broker ☐ Principal
User #5	☐ Existing		W.150A	Title:	
	☐ Add	Phone:	Ext:	Fax:	
	☐ Delete	E-mail: Hwilson@re			
		Key Token: Yes	□ No	If CoStar Exchange User:	☐ Broker ☐ Principal
User #6	☐ Existing	Contact:	Te	Title:	
	☐ Add	Phone:	Ext:	Fax:	
	☐ Delete	E-mail:	73		
		Key Token: Yes	□ No	If CoStar Exchange User:	☐ Broker ☐ Principal
User #7	☐ Existing	Contact:	1 - :	Title:	
.	☐ Add	Phone:	Ext:	Fax:	
	☐ Delete	E-mail:	— ·····	<del></del>	
		Key Token: Yes	□No	If CoStar Exchange User:	☐ Broker ☐ Principal
User   #8	☐ Existing	Contact:		Title:	
*0	□ Add	Phone:	Ext:	Fax:	
	☐ Delete	E-mail:		-	
		Key Token: Yes	□ No	If CoStar Exchange User:	☐ Broker ☐ Principal
User	☐ Existing	Contact:		Title:	
#9	☐ Add	Phone:	Ext:	Fax:	
1		E-mail:		· · · · · · · · · · · · · · · · · · ·	
	☐ Delete	Var Taken MY	f" N-	((0-0)5-4	May Drive

If CoStar Exchange User:

AUTHORIZED SITE & USERS LIST

☐ Broker ☐ Principal

### CoStar® Terms and Conditions

- 1. License. (a) This Agreement between CoSlar and Licensee concems one or more electronic databases developed and maintained by CoStar each consisting of (1) a proprietary database (the "Database") of commercial real estate information, including but not limited to, the information, text, photographic and other images and data contained therein (collectively, the "Information") and the proprietary organization and structures for categorizing, sorting and displaying such Information, and (2) related software (the "Software"). Those portions of the Software and Database that are licensed hereunder, including any 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 by Licensee, are collectively referred to herein as the "Licensed Product" (b) During the term of this Agreement, CoStar hereby grants to Licensee a nonexclusive, nontransferable license to use only those portions of the Licensed Product that are expressly identified on the Schedule of Services on the Subscription Form, subject to and in accordance with the terms and conditions of this Agreement. (c) The Licensed Product may be used by no more than the number of users set forth on the Subscription Form and, except as set forth below, only at the site(s) specifically identified herein. All of such users (the "Authorized Users") must be individuals (1) employed by Licensee or an Independent Contractor of Licensee at a site identified on the Subscription Form and (2) included on CoStar's list of Authorized Sites & Users for the Licensed Product. Licensee understands that each brokerage, research, sales or other similar personnel at each licensed site must be an Authorized User and agrees to notify CoStar if the number of such individuals at a site exceeds the number of Authorized Users set forth in this Agreement. An "Independent Contractor" is defined as an individual person performing the number of such individuals at a site exceeds
- 2. Use. (a) Subject to the prohibitions set forth below, during the term of this Agreement, Licensee may use the Licensed Product for the following purposes in the ordinary course of its business: (1) Licensee's internal research purposes; (2) providing information regarding particular properties and market trends to its clients and prospective clients; (3) to market properties; (4) supporting its 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 set forth below, Licensee 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 Licensee's purposes, insubstantial and used in compliance with this Section. (b) Except as set forth in Section 2(a), Licensee shall not 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 Licensed Product, or modify or create derivative works of the Licensed Product. (c) Notwithstanding any other provision herein, Licensee shall not: (1) upload, post or otherwise transmit any portion of the Licensed Product on, or provide access to any portion of the Licensee Product on, or provide access to any portion of the Licensee Product on the restricted exclusively to Licensee and the Authorized Users, except that (i) Licensee may e-mail a report containing Information that complies with this Section 2 to a limited number of its clients and prospective clients and (ii) if Licensee is a subscriber in good standing to CoStar Property® and CoStar Conn
- 3. Ownership. Licensee acknowledges that CoStar and its licensors have and shall retain exclusive ownership of all proprietary rights to the Licensed Product, including all 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. Licensee shall have no right or interest in any portion of the Licensed Product except the right to use the Licensed Product as set forth herein. Licensee acknowledges that the Software, Database, Information and Licensed Product constitute the valuable property and confidential copyrighted information of CoStar and its licensors (collectively, the "Proprietary Information"). Licensee agrees 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 copyring technological measure included in the Licensed Product. Licensee shall be liable for any violation of the provisions of this Agreement by any Authorized User and by Licensee's employees, Independent Contractors, affiliates and agents and for any unauthorized use of the Licensed Product by such persons. Without CoStar's consent, Licensee may not use or reproduce any frademark, service mark or trade name of CoStar.
- 4. <u>Term.</u> The term of this Agreement shall begin on the Start Date, shall confinue 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. 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 date of dissemination by CoStar of a Passcode for such Licensed Product to Licensee; provided, that for existing customers with Passcodes, the "Start Date" shall be the date of signature of this Agreement by CoStar.
- 5. License Fees. Licensee agrees to pay the License Fees and all other fees set forth in this Agreement, which are priced in U.S. dollars and shall be paid in U.S. dollars. Licensee's obligation to pay such fees in full shall be binding on the Start Date. In addition to anything set forth herein, CoStar may: (a) on each anniversary 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 for any Renewal Term increase the License Fees for any portion of the Licensed Product, provided, that if Licensee does not agree to the increase, then Licensee may give CoStar written notice of termination within sixty (60) days of CoStar's notice of such increase, in which case Licensee shall tontinue to pay the License Fees in place before the proposed increase until the last day of the calendar month in which Licensee's notice of termination is delivered, and this Agreement shall terminate with respect to such portion of the Licensed Product on such date. All fees shall be billed in advance in accordance with the billing cycle identified herein and are due net fifteen days. 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 18% per annum or the maximum rate permitted under applicable law. In all cases, the amount of License Fees shall be paid by Licensee to CoStar in full without any right of set-off or deduction. CoStar may accept any payment without prejudice to its rights to recover the balance due or to pursue any other right or remedy. No endorsement or statement on any check, payment, letter amount of the license Products. All CoStar's option, Licensee shall pay such taxes or fees directly or pay to CoStar any such taxes or fees immediately upon invoicing by CoStar.
- 6. Termination. (a) Either party may terminate any portion of this Agreement in the event of: (1) 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, or (2) the other party's making an assignment for the benefit of its creditors, or the filing by or against such party of a petition under any bankruptcy or insolvency law. (b) CoStar may terminate any portion of this Agreement immediately without further obligation to Licensee: (1) upon CoStar's reasonable suspicion of any violation by Licensee of any provision of Section 1, 2, 3, 5, 12 or 13 hereunder, or any material provision of any other agreement between the parties; or (2) upon five (5) days written notice at any time in CoStar's sole discretion in which case CoStar shall refund any fees paid by Licensee to license the terminated portion of the Licenseed Product after the effective date of such termination, and Licensee shall be released of its obligation to pay the associated License Fees due after the date of such termination, (c) In the event that CoStar breaches Section 9(a) of this Agreement, the sole remedy available to Licensee shall be termination of this Agreement (d) CoStar may interrupt the provision of any portion of the Licensee Product to Licensee upon CoStar's reasonable suspicion of any violation by Licensee of any provision of Section 1, 2, 3, 5, 12 or 13 hereunder, or any material provision of any other agreement between the parties, and during such interruption Licensee shall continue to be responsible for all License Fees. CoStar will restore the provision of the Licensed Product only if all amounts due hereunder are paid and if, in CoStar's reasonable opinion, CoStar has received satisfactory assurances as to the cessation of the violation. (e) Upon Licensee's breach of any term of this Agreement, all License Fees and all other fees payable hereunder shall become immediately due and payable in full, and in addition to he foregoing,

Initial Here:

- 7. Post-Termination. At termination or nonrenewal of this Agreement, Licensee may no longer use any portion of the Licensed Product in any manner. Within ten (10) days after the effective date of termination or nonrenewal, Licensee will permanently delete or destroy all elements of the Licensed Product under its control and upon request from CoStar, affirm the completion of this process by execution and delivery to CoStar of an affidavit to that effect reasonably satisfactory to CoStar. In addition, CoStar may at its sole expense audit Licensee's compliance with this provision and the terms of the Agreement, provided, that such audit will occur under Licensee's reasonable supervision and Licensee shall cooperate in the conduct of the audit
- 8. Licensed Product. Subject to Section 15, during the term of this Agreement, CoStar will provide updated Information to Licensee, which updates may be provided through the Internet or in such other manner as determined by CoStar. Licensee is responsible for providing all hardware, software and equipment necessary to obtain and use the Licensed Product, including any updates or other modifications (hereto. The Licensed Product currently requires a Windows 98, NT, 2000 or XP based computer, a high-speed internet connection or modern with a baud rate not less than 56K and Internet Explorer 6.0 Licensee is responsible for all telephone and Internet service provider charges necessary to access the Licenseed Product. CoStar reserves the right to modify any part of the Licensed Product or the way the Licensed Product is accessed at any time, so long as such modifications do not significantly degrade the depth of Information
- 9. Non-compete; Information. (a) CoStar agrees that it will not engage in traditional commercial real estate brokerage activities where it is paid a commission for facilitating a commercial real estate transaction. Licensee's remedy for any violation of this provision is set forth in Section 6(c) above. (b) Licensee shall use reasonable efforts to keep CoStar informed about commercial and investment space available for lease and/or sale and transaction information with respect to properties that Licensee owns, controls, represents or holds exclusives. Licensee hereby grants to CoStar an irrevocable, non-exclusive license with respect to CoStar's and its affiliates' databases to use, modify, reproduce and sublicense with respect to commercial real estate information available on Licensee's web site. CoStar acknowledges that if Licensee provides CoStar with any information or images, then Licensee retains its ownership rights with respect to such information and images, even following termination of this Agreement.
- OWNERSHIP rights with respect to such information and images, even following termination of this Agreement.

  10. LIMITATION ON LIABILITY. (a) LICENSEE ACKNOWLEDGES THAT, TO THE MAXIMUM EXTENT PERMITTED BY LAW, COSTAR AND ITS AFFILIATES AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES AND THEIR PARTY SUPPLIERS (COLLECTIVELY, THE "COSTAR PARTIES") WILL NOT BE HELD LIABLE FOR ANY LOSS, COST OR DAMAGE SUFFERED OR INCURRED BY LICENSEE OR ANY THIRD PARTY ARISING OUT OF OR RELATED TO ANY FAULTS, INTERRIPTIONS OR DELAYS IN THE LICENSED PRODUCT, OUT OF ANY INACCURACIES, ERRORS OR OMISSIONS IN THE INFORMATION CONTAINED IN THE LICENSED PRODUCT, REGARDLESS OF HOW SUCH FAULTS, INTERRUPTIONS, DELAYS, INACCURACIES, ERRORS OR OMISSIONS ARISE, OR FOR ANY UNAUTHORIZED USE OF THE LICENSED PRODUCT. (b) THE COSTAR PARTIES AGREEMENT AND USE OF THE LICENSED PRODUCT SHALL BE LIMITED TO LICENSEE'S ACTUAL, PRECOVERABLE DIRECT DAMAGES, IF ANY, WHICH IN NO EVENT SHALL EXCEED THE TOTAL AMOUNT OF LICENSE FEES ACTUALLY PAID TO COSTAR UNDER THIS AGREEMENT DURING THE TWELVE MONTH PERROD IMMEDIATELY PRECEDING THE DATE SUCH CLAIM AROSE, RECOVERY OF THIS AMOUNT SHALL BE LICENSEE'S SOLE AND EXCLUSIVE REMEDY. (c) UNDER NO CIRCUMSTANCES WILL ANY OF THE COSTAR PARTIES BE LIABLE FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY, SPECIAL OR CONSEQUENTIAL, DAMAGES, INCLUDING WITHOUT LIMITATION LOST PROFITS, ARISING OUT OF, BASED ON, RESULTING FROM OR IN CONNECTION WITH THIS SECTION 19(c) IS INDEPENDENT OF LICENSEE'S EXCLUSIVE REMEDY AND SURVIVES IN THE EVENT SUCH DAMAGES. THE EXCLUSION OF DAMAGES IN THIS SECTION AGREEMENT MAY BE BROUGHT BY LICENSEE MORE THAN ONE (1) YEAR AFTER THE CAUSE OF ACTION HAS ARISED. (c) THE PROVISIONS OF THIS SECTION APPLY WITHOUT REGARD TO THE CAUSE OR FORM OF ACTION, WHETHER THE DAMAGES ARE GROUNDED IN CONTRACT, TORT OR ANY OTHER CAUSE OF ACTION.

  11. NO WARRANTIES. ALTHOUGH COSTAR MAKES EFFORTS TO PROVIDE AN ACCURATE PRODUCT. THE LICENSEE PRODUCT AND ALL PARTS THEREOF ARE PROVIDED.
- 11. NO WARRANTIES. ALTHOUGH COSTAR MAKES EFFORTS TO PROVIDE AN ACCURATE PRODUCT, THE LICENSED PRODUCT AND ALL PARTS THEREOF ARE PROVIDED 'AS IS', 'WITH ALL FAULTS', AND 'AS AVAILABLE'. THE COSTAR PARTIES MAKE NO WARRANTIES. THE COSTAR PARTIES DISCLAM ANY AND ALL REPRESENTATIONS, WARRANTIES OR GUARANTEES OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION (1) MERCHANTABILITY, FITNESS FOR ORDINARY PURPOSES AND FITNESS FOR A PARTICULAR PURPOSE, WORKMANLIKE EFFORT, QUIET ENJOYMENT AND NO ENCUMBRANCES OR LIENS, (2) THE QUALITY, ACCURACY, TIMELINESS OR COMPLETENESS OF THE LICENSED PRODUCT, (3) THOSE ARISING THROUGH COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE, (4) THE LICENSED PRODUCT CONFORMING TO ANY FUNCTION, DEMONSTRATION OR PROMISE BY ANY COSTAR PARTY, AND (5) THAT ACCESS TO OR USE OF THE LICENSED PRODUCT WILL BE UNINTERRUPTED, ERROR-FREE OR COMPLETELY SECURE.
- 12. <u>Assignment.</u> The parties' obligations hereunder are binding on their successors, legal representatives and assigns. Licensee may not assign or transfer (by operation of law or otherwise) this Agreement nor the license granted hereunder, in whole or in part, without the prior written consent of CoStar.
- 13. Passcodes; Key Tokens. (a) Licensee will designate a person authorized to determine and change the level of each Authorized User's access to the Licensed Product and designated to ensure that Licensee complies with this Agreement. No Authorized User may access the Licensed Product using any Passcode other than the Passcodes assigned to such Authorized User. No Authorized User may share his assigned Passcodes with any other person nor allow any other person to use or have access to his Passcodes. During the term of this Agreement, Licensee will promptly notify User may share his assigned Passcodes with any other person nor allow any other person to use or have access to his Passcodes. During the term of this Agreement, Licensee will promptly notify cochar of any Authorized User's change of employment or contractor status with Licensee, including termination of an Authorized User's employment or contractor status with Licensee, and upon such termination Licensee shall destroy the Passcodes for such Authorized User. No Authorized User who ceases to be an employee or Independent Contractor of Licensee may use any Passcodes in any manner. (b) Each Authorized User's access to the Licensed Product may be limited to a designated computer, provided, that an Authorized User may email CoStar Customer Support at support@costar.com to receive an electronic apparatus (a "Key Token") designed to enable such Authorized User to access the Licensed Product from multiple computers for \$149 per Key Token (before tax). All Key Tokens focused by Licensee shall constitute part of the Licenseed Product if a Key Token has been lost, stolen or damaged, upon Licensee's email request to CoStar Customer Service for a replacement Key Token, CoStar shall deliver Licensee a replacement Key Token and Licensee shall pay CoStar \$149 (before tax) for each such replacement Key Token, provided, that CoStar will replace a Key Token if it malfunctions through normal usage (due to no fault of the Licensee) free of charge during the Initial Term.
- 14. Notices. All notices given hereunder will be in writing, delivered personally or mailed by registered or certified mail, return receipt requested, or delivered by a well-recognized overnight U.S. or international carrier. If such notice is being delivered to Licensee, such notice shall be delivered to Licensee's address specified on the Subscription Form or to such other address as Licensee may specify, and if being delivered to CoSter, delivered to the address set forth on the Subscription Form, Attention: Director of Sales Administration, or to such other address as CoStar may specify. All notices will be deemed given if delivered personally, on the day of delivery, if mailed by registered or certified mail, three days after the date of mailing, if delivered by overnight U.S. mail, one day after mailing, and if delivered by overnight international mail, four (4) days after mailing. Licensee agrees that CoStar may include notices on invoices sent to Licensee by regular mail.
- 15. Force Majeure. CoStar shall have no 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 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 Licensed Product.
- 16. User Information. Licensee acknowledges that if it creates any settings, surveys, fields or functions in the Licensed Product or inputs, adds or exports any data into or from the 10. <u>User information</u>. Exercises acknowledges that it in creates any settings, surveys, needs or functions in the Licensed Product or inputs, adds or exports any data into or from the Licensed 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. Documents posted by Licensee to the client extranet component of Licensee's designated CoStar Connect web site shall constitute Licensee Content (as defined in the CoStar Connect agreement) and User Data. Licensee acknowledges that it is Licensee's responsibility to make back-up copies of such User Data. For each licensed site, Licensee is allotted an aggregate amount of 100 megabytes of storage space in any CoStar Property Licensed Product per Authorized User located at that site.
- 17. Choice of Law, Jurisdiction; International Arbitration. This Agreement shall be construed under the laws of the State of Maryland of the U.S. without regard to choice of taw principles. The The More of Communication of the exclusive jurisdiction of the federal and state courts located in the State of Maryland or the purpose of any action brought in connection with this Agreement or use of the Licensed Product. All disputes arising outside of the U.S. shall be settled by arbitration held in London, England and in accordance with the Rules of Arbitration and Conciliation of the International Chamber of Commerce. All arbitrators shall be fluent in English and all documents submitted in connection with the arbitration shall be in English. Judgment upon an arbitration award may be entered in any court having jurisdiction, or application may be made to such court for a judicial acceptance of the award and an order of enforcement.
- 18. Miscellaneous. This Agreement contains the entire understanding of the parties with respect to the Licensed Product 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. Licensee agrees to keep the terms of this Agreement strictly confidential. This Agreement may not be amended, modified or superseded, nor may any of its terms or conditions be waived, unless expressly agreed to in writing by all parties. If any provision of this Agreement not being of a fundamental nature is held to be invalid, itlegal or unenforceable, the validity, legality and enforceability of the remainder of the Agreement will not be affected. If a provision is held to be invalid, itlegal or otherwise unenforceable, it shall be deemed to be replaced with an enforceable provision that retains the intent and benefits of the original provision. Licensee acknowledges that in the event of a breach of any of these terms by in equity. The failure of any party at any time to require full performance of any provision hereof will in no manner affect the right of such party at a later time to enforce the same. Headings are for reference only. The provisions of Sections 2(b), 2(c), 3, 5, 6(e), 7, and 10 through 18 hereof will survive nonrenewal or termination of this Agreement.

Initial Her

Last Revised July 12, 2004

# CoStar® License Agreement Subscription Form

FOR INTERNAL USE ONLY.	We self your
AE: MJD	
Routing Code:	
Business Code: Brokerage	



PHOS BY

							524
	Resource Realty of Sc						
	124 E. Camden Avenue			ID: 3780		<del> </del>	
Fax 858-778-0128				orestown	,	St NJ	Zip: 08057
<del> </del>	ntact: JAMES DAVIS		Telepho	ne: 856-778-0700	~~~	Ext.	
			<u></u>	·····			
Entail for E	Bill-to-Contact: jdavis@re	sourcereally.org	Electrical Control				·
Total No. S					PATAMONT		
	· · · · · · · · · · · · · · · · · · ·	1 Monthly  Quarterly			Credit Ca	ਾਹੇ	
	luthorized Users (All Site	ss): 5	•		☐ Check	Mithdeaneal	
72.50			TORICAL DA	ra e	KEYFORE		SHARAG HEE
Jwo Year I	nitial Term	From (MMVY		(COMPS subscribers)	Total Number		
	K\$ 10 GENERAL ST			RYICES		. *	s. Martine and service
MATERIAL AND			in destablished in the Standy		10 m		y License Fees
Site#	Market		Product Des	cription			efore Tax)
1	National	CoStar Property Profess				\$2,	100.00
1	National	CoStar COMPS Profess	ional - Comm/ln	d/Apt/Res Land			\$0.00
•							
		,	,				
				<del></del>			***************************************
·	,1			Total Monthly Lic	erra Enec:	00 (00	
		and the second to the second the second of the second	Oca Tim	e Implementation		\$2,400.	00
					····		
lotes: This the provis	non or the coatal mop	s the License Agreement be erty/Comps Professional ser	tween Licensee vice(a), except fi	and CoStar, which vor those terms that s	me eigend by I	icansee on ion and all o	1/24/03, relating
roperty/Co	mps Professional for a	perty/Comps Professional se ional service as of the date on market (as defined by Col scription to CoStar Property,	of this Agreemen Start where the	it; provided, however	r, Licensee sha	ill mad barrer -	ently maintains
roperty/Coonly reason, subscription ventamed Liberment, Attain and not of available ates and charge reports.	roperly/contrib Professional for all maintain a paid-up sub in Form, including the Term icensee and CoStar Really sched to this Agreement all herwise defined shall have online at <a href="https://www.costar.com">www.costar.com</a> inges. To the extent a con-	ional service as of the date of your market (as defined by Cotscription to CoStar Property, as and Conditions, the Terms of Lot Information, Inc. ("CoStar"), estie the Terms and Conditions that the meanings set forth on the Te. By using the Licensed Productifict exists, the Subscription Form	of this Agreement Star) where Lice (Comps Profess) like, any addenda a ablishes the terms are an integral payms and Conditions, Licensee agreement and the Terms and the T	nt, provided, howeven need currently or het onal for such marke with any exhibits attache and conditions under with of the Agreement bels. In addition, this Agre to comply with the Te of Conditions shall gover	r, Licensee sha reafter maintair L*  d herelo (collecti- hich CoStar will it ing formed hereb ement incorporate rms of Use and n over the Terms	if not have a as an office be rely, the "Agre- cense the pro- y. Terms used as the Terms of to regularly re- of Use.	ently maintains coess to CoStar out does not, for ament'), between the ducts set forth in the on this Subscription Use (the Terms over such terms for the course such terms fo
roperty/Con by reason, is Subscription ve-named Li- berment, Attain and not of available ates and cha- ne event that name execut auting this A station have	mps Professional for all maintain a paid-up sub in Form, including the Term icensee and CoStar Really ched to this Agreement at herwise defined shall have online at <a href="https://www.costar.com">www.costar.com</a> anges. To the extent a con at Licensee does not execute this Agreement after signeement on behalf of Licensee (CoStar neemble and Leven Laken CoStar neemble and Loss and Los	ional service as of the date of the market (as defined by Cotscription to CoStar Property, as and Conditions, the Terms of Lifetimation, inc. ("CoStar"), estimate the Terms and Conditions that the meanings set forth on the Terms and the Irensed Provided	of this Agreement Star) where Lice Comps Profess! See, any addenda a ablishes the terms are an integral pa ums and Condition Licensee agrees and the Terms and ing date <u>08/31/04</u> , s this Agreement, that he or she has	it; provided, howevernsee currently or her onal for such marke onal for such marke and conditions under we ind any exhibits attache and conditions under we in of the Agreement be is. In addition, this Agree to comply with the Te of Conditions shall gover the terms of this Agree then this Agreement is been authorized to do	r, Licensee sha eafler maintair L."  d hereto (collecth hich CoStar will in no formed hereberner incorporation of Use and nover the Terms ement shall becould be valid and it is on and that all its so and that all its eaflet means that all its so and that all its eaflet means that all its so and that all its eaflet means that all its so and that all its eaflet means that all its so and that all its eaflet means that the means the means that the means the m	if not have a is an office be vely, the "Agre- cense the pro- y. Terms used is the Terms of to regularly re- of Use.  me null and workding on the necessary actions.	ently maintains coess to CoStar out does not, for ament'), between the ducts set forth in this on this Subscriptor of Use (the "Terms oview such terms for od, provided, that a parties. The person ons required for the
roperty/Cony reason, a Subscription vertained Liberment, Attain and not of the control of the co	mps Professional for all maintain a paid-up sub in Form, including the Term icensee and CoStar Really ched to this Agreement at herwise defined shall have online at <a href="https://www.costar.com">www.costar.com</a> anges. To the extent a con at Licensee does not execute this Agreement after signeement on behalf of Licensee (CoStar neemble and Leven Laken CoStar neemble and Loss and Los	idonal service as of the date of ny market (as defined by Cot scription to CoStar Property, is and Conditions, the Terms of L Information, inc. ("CoStar"), est the Terms and Conditions that the meanings set forth on the Te. By using the Licensed Product filed exists, the Subscription Form that this Agreement by the follow such data and CoStar countersign ensee represents and warrants in provides notice that only an authorized and delivered by fecsini provides and delivered by fecsini	of this Agreement Star) where Lice Comps Profess! Gee, any addenda a ablishes the terms are an integral pa ums and Condition , Licensee agrees and the Terms and ing date 08/21/04, s this Agreement, that he or she has looked officer of C e and such facstin	it; provided, howevernsee currently or her onal for such marke onal for such marke and conditions under we ind any exhibits attache and conditions under we in of the Agreement be is. In addition, this Agree to comply with the Te of Conditions shall gover the terms of this Agree then this Agreement is been authorized to do	r, Licensee sha eafler maintair L."  d hereto (collecth hich CoStar will in no formed hereberner incorporation of Use and nover the Terms ement shall becould be valid and it is on and that all its so and that all its eaflet means that all its so and that all its eaflet means that all its so and that all its eaflet means that all its so and that all its eaflet means that all its so and that all its eaflet means that the means the means that the means the m	if not have a is an office be vely, the "Agre- cense the pro- y. Terms used is the Terms of to regularly re- of Use.  me null and workding on the necessary actions.	ently maintains coess to CoStar out does not, for ament'), between the ducts set forth in this on this Subscriptor of Use (the "Terms oview such terms for od, provided, that a parties. The person ons required for the
Subscription of the control of the c	mps Professional for all maintain a paid-up sub in Form, including the Termicensee and CoStar Really ched to this Agreement at the wise defined shall have contine at <a href="https://www.costar.com">www.costar.com</a> to the extent a contine at <a href="https://www.costar.com">www.costar.com</a> at this Agreement after signeement on behalf of Licensee does not execute this Agreement after signeement on behalf of Licensee taken. CoStar hereby at this Agreement may be a	idonal service as of the date of ny market (as defined by Cot scription to CoStar Property, is and Conditions, the Terms of L Information, inc. ("CoStar"), est the Terms and Conditions that the meanings set forth on the Te. By using the Licensed Product filed exists, the Subscription Form that this Agreement by the follow such data and CoStar countersign ensee represents and warrants in provides notice that only an authorized and delivered by fecsini provides and delivered by fecsini	of this Agreement compared the Agreement of Comps Profession of Comps Profession of Comps Profession of Compared the Agreement, that he or she has noticed officer of Compared the Agreement, that he or she has noticed officer of Compared the Agreement of Compared the Agreement of Compared the Agreement of Compared officer of Compared the Agreement of Comp	it; provided, howevernsee currently or hetonal for such marke and any exhibits attached and any exhibits attached and any exhibits attached to the Agreement be is. In addition, this Agree to comply with the Tell Conditions shall gover the terms of this Agreement is then this Agreement is been authorized to do oStar can execute this its eshall constitute a legi-	r, Licensee sha eafler maintair L."  d hereto (collecth hich CoStar will in no formed hereberner incorporation of Use and nover the Terms ement shall becould be valid and it is on and that all its so and that all its eaflet means that all its so and that all its eaflet means that all its so and that all its eaflet means that all its so and that all its eaflet means that all its so and that all its eaflet means that the means the means that the means the m	if not have a is an office be vely, the "Agre- cense the pro- y. Terms used is the Terms of to regularly re- of Use.  me null and workding on the necessary actions.	ently maintains coess to CoStar out does not, for ament'), between the ducts set forth in this on this Subscriptor of Use (the "Terms oview such terms for od, provided, that a parties. The person ons required for the
roperty/Cony reason, is Subscription vertained Liberment, Attain and not of a vertained ates and chainsee executating this Acution have I nowledge that	mps Professional for all maintain a paid-up sub in Form, including the Termicensee and CoStar Really ched to this Agreement at there is a terminate at the wise defined shall have online at www.costar.com at Licensee does not execute this Agreement after a greenent on behalf of Licensee the Agreement may be at this Agree	idonal service as of the date of ny market (as defined by Cot scription to CoStar Property, is and Conditions, the Terms of L Information, inc. ("CoStar"), est the Terms and Conditions that the meanings set forth on the Te. By using the Licensed Product filed exists, the Subscription Form that this Agreement by the follow such data and CoStar countersign ensee represents and warrants in provides notice that only an authorized and delivered by fecsini provides and delivered by fecsini	of this Agreement Star) where Lice Comps Professi see, any addenda a stellishes the terms are an integral parms and Condition. Licensee agrees and the Terms and and the Terms and Ter	it; provided, howevernsee currently or her onal for such marke onal for such marker and conditions under with of the Agreement being to comply with the Tell Conditions shall gover the terms of this Agreement still been authorized to do oStar can execute this lies shall constitute a legitary.	r, Licensee sha eafler maintair L."  d hereto (collecth hich CoStar will in no formed hereberner incorporate mas of Use and no over the Terms ement shall becould be valid and it so and that all a Agreement on be all and binding age	if not have a is an office be vely, the "Agre- cense the pro- y. Terms used is the Terms of to regularly re- of Use.  me null and workding on the necessary actions.	ently maintains coess to CoStar out does not, for ament'), between the ducts set forth in this on this Subscriptor of Use (the "Terms over such terms for od, provided, that if parties. The person ons required for the
reaching the second of the sec	mps Professional for all maintain a paid-up sub in Form, including the Termicensee and CoStar Really ched to this Agreement at there is a terminate at the wise defined shall have online at www.costar.com at Licensee does not execute this Agreement after a greenent on behalf of Licensee the Agreement may be at this Agree	idonal service as of the date of ny market (as defined by Cot scription to CoStar Property, is and Conditions, the Terms of L Information, inc. ("CoStar"), est the Terms and Conditions that the meanings set forth on the Te. By using the Licensed Product filed exists, the Subscription Form that this Agreement by the follow such data and CoStar countersign ensee represents and warrants in provides notice that only an authorized and delivered by fecsini provides and delivered by fecsini	of this Agreement close Comps Profession where Lice Comps Profession where Lice Comps Profession are an integral parms and Condition. Licensee agrees and the Terms and the Ostal (Inc.) as this Agreement, that he or she has notized officer of Cle and such facsim by Termsee By: Termsee	it; provided, howevernsee currently or her onal for such marke onal for such marke and conditions under with of the Agreement being to comply with the Te to comply with the Te to Conditions shall gover the terms of this Agreement stipe an authorized to do ostar can execute this like shall constitute a legitime.	r, Licensee sha eafler maintair L."  d hereto (collecth hich CoStar will in no formed hereberner incorporation of Use and nover the Terms ement shall becould be valid and it is on and that all its so and that all its eaflet means that all its so and that all its eaflet means that all its so and that all its eaflet means that all its so and that all its eaflet means that all its so and that all its eaflet means that the means the means that the means the m	if not have a san office is san office is rely, the "Agree cense the proy. Terms used as the Terms of oregularly regold use. The menual and workding on the necessary activated of Costar beament on the	ently maintains coess to CoStar out does not, for ament'), between the ducts set forth in this on this Subscriptor of Use (the "Terms over such terms for oid, provided, that if parties. The person ons required for the . The parties hereby parties.
operty/Cooper y reason, Subscriptionernamed Liberment, Attain and not of of operations and characteristics	mps Professional for all maintain a paid-up sub in Form, including the Termicensee and CoStar Really ched to this Agreement at there is a terminate at the wise defined shall have online at www.costar.com at Licensee does not execute this Agreement after a greenent on behalf of Licensee the Agreement may be at this Agree	ional service as of the date of your market (as defined by Cotscription to CoStar Property, is and Conditions, the Terms of L. Information, Inc. ("CoStar"), estimate the Terms and Conditions that the meanings set forth on the Te. By using the Licensed Product flict exists, the Subscription Formulate this Agreement by the following that and CoStar countersign ensee represents and warrants or provides notice that only an authorized and delivered by facishing the CoStar Counters of the CoStar Costar Counters of the Costar Costar Counters of the Costar Counters of the Costar Counters of the Costar Costar Counters of the Costar Counters of the Costar Counters of the Costar Costar Counters of the Costar Costar Counters of the Costar Co	of this Agreement Star) where Lice Comps Professi see, any addenda a stellishes the terms are an integral parms and Condition. Licensee agrees and the Terms and and the Terms and Ter	it; provided, howevernsee currently or her onal for such marke onal for such marker and conditions under with of the Agreement being to comply with the Tell Conditions shall gover the terms of this Agreement still been authorized to do oStar can execute this lies shall constitute a legitary.	r, Licensee sha eafler maintair L."  d hereto (collecth hich CoStar will in no formed hereberner incorporate more of Use and no over the Terms ement shall becould be valid and to so and that all a Agreement on be all and binding against the collection of the colle	if not have a san office is san office is rely, the "Agree cense the proy. Terms used as the Terms of oregularly regold use. The menual and workding on the necessary activated of Costar beament on the	ently maintains coess to CoStar out does not, for ament'), between the ducts set forth in this on this Subscriptor of Use (the "Terms oview such terms for od, provided, that a parties. The person ons required for the

# .CoStar® License Agreement



54				Ti Barina				
Site	#:	1		Total Number of Authorized Users at Site: 5 Loc ID: 3780				
Can	rpany Name:	Resource Real	ly of Southern NJ	······································	······································	<del></del>		
Prin	rary Contact & L	lser#1: James Davis		· · · · · · · · · · · · · · · · · · ·		······································		
Stre	et Address:	124 E. Camder	Avenue, Ste A	,				
City:		Moorestown				State; NJ	Zin-	08057
Pho	ne #: -	856-727-0700		Fax #:	856-778-0128	Key Toker	·	⊠ No
E-Ma	ail Address;	jdavis@resourc	erealty.org			1 107 1010.	- 100	ES NO
-								
					elove terminari			
User #2	⊠ Existing	Contact: Stuart Day			Title:			
r-£	□ Add	Phone:	Ext:		Fax			·
	☐ Delete	E-mail: sdavis@re	sourcerealty.org	·		***************************************		
1	C) nelete	Ven Telesco	~ .	<del></del>				~~~~

Use #2	7 1 KZ Ct-at	Contact Stuart Davis	3	Title:			
"-		Phone:	Ext:	Fax			
	Delete	E-mail: sdavis@resourcerealty.org					
	- G selote	Key Token: Yes	S ⊠ No	If CoStar Exchange User: Broker Principal	<del></del>		
User	⊠ Existing	Contact: Ted Pollsh		Title:			
#3	□-Add	Phone:	Ext	Fax:			
	Delete	E-mail: tpolish@res	ourcerealty.org				
	Detete	Key Token: Yes	⊠ No	If CoStar Exchange User:			
User	Existing	Contact: Lawrence W	lison	Title:			
#4	⊠ Add	Phone:	Ext:	Fax:			
	Delete	E-mail: hwilson@res	sourcerealty.org				
	Ci Deteta	Key Token: Yes	⊠ No	If CoStar Exchange User: Broker Principal	T		
User	☐ Existing	Contact:		Title:			
#5	DAdd	Phone:	- Ext:	Fax:			
		E-mail:					
	☐ Delete	Key Token: Yes	□No	If CoStar Exchange User: ☐ Broker ☐ Principal	·		
User #6	Existing	Contact:		Title:			
#0	☐ Add ☐ Delete	Phone:	Ext:	Fax:			
		E-mail:					
		Key Token: Yes	□ No	If CoStar Exchange User: Broker Principal			
User #7	☐ Existing	Contact:		Title:			
*!	☐ Add	Phone:	Ext:	Fax:			
	☐ Delete	E-mail:					
	f"I patere	Key Token: Yes	□ No	If CoStar Exchange User: ☐ Broker ☐ Principal			
User	☐ Existing	Contact:		Title:			
#8.	□Add	Phone:	Ext:	Fax:	·····		
ĺ		E-mail:					
	☐ Delete	Key Token: Yes	□ No	If CoStar Exchange User: Broker Principal			
User	☐ Existing	Contact:		Title:			
#9	□ Add	Phone:	Ext:	Fax:			
	Delete	E-mail:					
		Key Taken: Yes	□No	If CoStar Exchange User: ☐ Broker ☐ Principal			

## CoStar® Terms and Conditions

- 1. License. (a) This Agreement between CoStar and Licensee concerns one or more electronic databases developed and maintained by CoStar each consisting of (1) a proprietary 1. License. (a) This Agreement between CoStar and Licensee concerns one or more electronic databases developed and maintained by CoStar asch consisting of (1) a proprietary database (the "Database") of commercial real estate information, including but not limited to, the information, lext, photographic and other images and data contrained (collectively, the "Information") and the proprietary organization and structures for categorizing, sorting and displaying such information, and (2) related software (the "Software"). Those portions of the Software and Database that are licensed hereunder, including any 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 by Licensee, are collectively reterned to herein as the "Licensed Product." (b) During the term of this Agreement, costar heraby grants to Licensee a nonexclusive, nontransferable ficense to use only those portions of the Licensed Product that are expressly identified on the Schedule of Services on the Subscription Form, subject to and in accordance with the terms and conditions of this Agreement. (c) The Licensed Product may be used by no more than the number of users on the Subscription Form, subject to and in accordance with the terms and conditions of this Agreement. All of such users (the "Authorized Users") must be individuals (the self on the Subscription Form and except as set forth below, only at the site(s) specifically identified herein. All of such users (the "Authorized Users") must be individuals (the on the Subscription Form, subject to and in accordance with the terms and conditions of this Agreement. (c) The Licensed Product may be used by no more than the number of users set forth on the Subscription Form and, except as set forth below, only at the site(s) specifically identified herein. All of such users (the "Authorized Users") must be individuals (1) set forth below, only at the site(s) specifically identified herein. All of such users (the "Authorized Users") must be individuals sites & Users for the employed by Licensee or an independent Contractor of Licensee at a site identified on the Subscription Form and (2) included on CoStar's list of Authorized User and agrees to notify CoStar's Licensee Product. Licensee understands that each brokerage, research, sales or other similar personnel at each licensed site must be an Authorized User and agrees to notify CoStar's the number of such individuals at a site exceeds the number of Authorized Users set torth in this Agreement. An "Independent Contractor" is defined as an individual person performing the number of such individuals at a site exceeds the number of Authorized Users set torth in this Agreement. An "Independent Contractor" is defined as an individual person performing the number of such individuals at a site exceeds the number of Judiciansee. (d) Licensee will ensure that access to and use of the Licensed Product, and the user names, passwords and substantially the same services for Licensee as an employee of Licensee Product are available only to Authorized Users, and will not allow anyone other than an Authorized User access to the Licensed Product or Passcodes or any reason.
- to the Licensed Product or Passcodes for any reason.

  2. Use. (a) Subject to the prohibitions set forth below, during the term of this Agreement, Licensee may use the Licensed Product for the following purposes in the ordinary course of its business: (1) Licensee's internal research purposes; (2) providing information regarding particular properties and market treasach reports for in-house use or for clients' or properties; (3) supporting its valuation, appraisal or counseling regarding a specific property; and (5) creating periodic general market research reports for in-house use or for clients' or properties; (4) supporting its valuation, appraisal or counseling regarding a specific or tenant-specific Information and are not commercially or generally distributed. Subject to the provisions set forth below, Licensee may print information or copy information into word processing, spreadsteet and presentation programs (or other software programs with the express written consent of CoStar), so long as the level of information into word processing, spreadsteet and presentation programs (or other software programs with the express written consent of CoStar), so long as the level of information into word processing, spreadsteet and presentation programs (or other software programs with the express written consent of CoStar), so long as the level of information into word processing, spreadsteet and presentation programs (or other software programs with the expression in the consent of CoStar), so long as the level of information into word processing, spreadsteet and presentation programs (or other software programs with the expression program of the Licenseed Product, (a) Notivithstanding any use or self, directly or indirectly inchessed product, any lating service or any other data sharing arrangement not restricted exclusively to Licensee and the through, the internat, any buffelin board system, any electronic network, any listing service or any other data sharing arrangement not restricted exclusively to Licensee a
- 3. Ownership, Licensee acknowledges that CoStar and its licensors have and shall retain exclusive ownership of all proprietary rights to the Licensed Product, including all U.S. and 3. Ownership. Licensee acknowledges that CoStar and its licensors have and shall retain exclusive ownership of all proprietary rights to the Licensed Product, including all 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. Licensee shall international intellectual property and other rights such as patents, trademarks, copyrights and trade secrets. This is a license acknowledges that the Schware, Database, have no right or interest in any portion of the Licenseed Product except the right to use the Licensed Product as set forth herein. Licensee acknowledges that the Schware, Database, have no right or interest in any portion of the Licenseed Product constitute the valuable property and confidential copyrighted information of CoStar and its licensors (collectively, the "Proprietary Information"). Licensee agrees 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 chrownership of or other notice or itiosnase, use or copyring technological measure included in the Licensee shall be liable for any violation of the provisions of this Agreement by any Authorized User and by Licensee's employees, Independent Contractors, affiliates and agents and for any unauthorized use of the Licenseed Product by such persons. Without by any Authorized User and by Licensee's employees, Independent Contractors, affiliates and agents and for any unauthorized use of the Licenseed Product by such persons. Without the Licensee may not use or reproduce any trademark, service mark or trade name of CoStar.
- 4. Term. The term of this Agreement shall begin on the Start Date, 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. This Agreement shall continue thereafter for initial Term on the last day of the calendar month in which the Start Date occurred, unless earlier terminated pursuant to the terms hereof. This Agreement shall continue thereafter for initial Term on any Renewal Term, unless study (60) days prior to successive periods of one (1) year (each such successive period being a "Renewal Term") commencing on the tast 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 date of signature of this Agreement by CoStar. of a Passcoode for such Licensed Product to Licensec, provided, that for existing customers with Passcoodes, the "Start Date" shall be the date of signature of this Agreement by CoStar.
- 5. License Fees. Licensee agrees to pay the License Fees and all other fees set forth in this Agreement, which are priced in U.S. dollars and shall be paid in U.S. dollars. Licensee's obligation to pay such fees in full shall be binding on the Start Date. In addition to anything set forth herein, CoStar may: (a) on each anniversary of the calendar month in which the obligation to pay such fees in full shall be binding on the Start Date. In addition to anything set forth herein, CoStar may: (a) on each anniversary of the calendar month in which the start Date in crease the License Fees for early portion of the Licensee Product, provided, that if Average, All titems for the previous twelve months; and (b) at any time for any Renewal Term increase the Licensee Fees for any portion of the Licensee, in which case Licensee does not agree to the increase, then Licensee may give CoStar written notice of termination within sixty (60) days of CoStar's notice of termination is delivered, and this shall continue to pay the Licensee Fees in place before the proposed increase until the test day of the calendar month in which Licensee's notice of termination is delivered, and this shall terminate with respect to such portion of the Licensee Product on such date. All fees shall be billed in advance in accordance with the billing cycle identified herein and Agreement shall terminate with respect to such portion of the Licensee Product on such date. All fees shall be billed in advance in accordance with the billing cycle identified herein and are due not affect the days. All payments received after the due date will incur a late payment change from such due date until paid at a rate equal to the lesser of 18% per annum or the maximum rate parmitted under applicable law. In all cases, the amount of License Fees shall be paid by Licensee to CoStar in full without any right of set-off or deduction. CoStar may payment without prejudice to its rights to recover the balance due or to pursue any other right or remedy. No endorsement or
- inhediately upon invoicing by CoSter.

  6. Termination, (a) Either party may terminate any portion of this Agreement in the event of (1) 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, or (2) the other party's making an assignment for the benefit of its creditors, or the filing by or against such party of a written thirty (30) days after written notice to the breaching party, or (2) the other party's making an assignment for the benefit of its creditors, or the filing by or against such party of a written notice to the breaching party, or (2) the other party's making an assignment for the benefit of its creditors, or the filing by or against such party of a written notice at the party or insolvency law. (b) CoStar may terminate any portion of this Agreement Immediately without further obligation of any violation by Licensee of any provision of section 1, 2, 3, 5, 12 or 13 hereunder, or any material provision of any violation by Licensee at the emination, and Licensee shall be released of its obligation to pay the associated Licensee Fees due after the date of such termination, and Licensee shall be released of its obligation to pay the associated Licensee Fees due after the date of such termination, and Licensee shall be released of its obligation to pay the associated Licensee Fees due after the date of such termination, and Licensee shall be released of its obligation to pay the associated Licensee Fees due after the date of such termination, and Licensee shall be released of its obligation to pay the associated Licensee Fees due after the date of such termination, and Licensee shall be released of its obligation of the Licensee Fees due after the date of such termination, and Licensee shall be released of its obligation to the Licensee as a second of the Licensee Fees due after the date of such termination. (c) In the Licensee In the Lice

- 7. Post-Termination. At termination or nonrenewal of this Agreement, Licensee may no longer use any portion of the Licensed Product in any manner. Within ten (10) days after the effective date of termination or nonrenewal, Licensee will permanently delete or destroy all elements of the Licensed Product under its control and upon request from CoSter, effirm the completion of this process by execution and delivery to CoSter of an efficient to that effect reasonably satisfactory to CoSter. In addition, CoSter may at its sole expense audit Licensee's compliance with this provision and the terms of the Agreement, provided, that such audit will occur under Licensee's reasonable supervision and Licensee shall cooperate in the conduct of the audit.
- such other manner as determined by CoStar Licensee is responsible for providing all hardware, software and equipment necessary to obtain and use the Licensed Product, including any updates or other modifications thereto. The Licensed Product currently requires a Windows 98, NT, 2000 or XP based computer, a high-speed internet connection or modern with a baud rate not less than 56K and Internet Explorer 6.0. Licensee is responsible for all telephone and Internet service provider charges necessary to access the Licensed Product. CoStar reserves the right to modify any part of the Licensed Product or the way the Licensed Product is accessed at any time, so long as such modifications do not significantly degrade the depth of Information
- 9. Non-compete; Information. (a) CoStar agrees that it will not engage in traditional commercial real estate brokerage activities where it is paid a commission for facilitating a commercial real estate transaction. Licensee's remedy for any violation of this provision is set forth in Section 6(c) above. (b) Licensee shall use reasonable efforts to keep CoStar informed about commercial and investment space available for lease and/or sale and transaction information information information information information information information information information available on Licensee's web site. CoStar acknowledges that if Licensee provides CoStar with any information or images, then Licensee retains its numerical instruments of this formation available on Licensee's web site. CoStar archive/leges that if Licensee provides CoStar with any information or images, then Licensee retains its ownership rights with respect to such information and images, even following termination of this Agreement.
- OWNERSHIP rights with respect to such information and images, even following termination of this Agreement.

  10. LIMITATION ON LIABRITY. (a) LICENSEE ACKNOWLEIGES THAT, TO THE MAXIMUM EXTENT PERMITTED BY LAW, COSTAR AND ITS AFFILIATES AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES AND THIRD PARTY SUPPLIERS (COLLECTIVELY, THE "COSTAR PARTIES") WILL NOT BE HELD LIABLE FOR ANY LOSS, COST OR DAMAGE SUFFERED OR INCURRED BY LICENSEE OR ANY THEIR PARTY ARISING OUT OF OR RELATED TO ANY FAULTS, INTERRUPTIONS OR DELAYS IN THE LICENSED PRODUCT, OUT OF ANY MACCURACIES, ERRORS OR OMISSIONS ARISE, OR FOR ANY UNAUTHORIZED USE OF THE LICENSED PRODUCT, OF THE LICENSED PRODUCT, OF THE LICENSED PRODUCT, OFFICENSE OF THE LICENSED PRODUCT OF THE LICENSED PRODUCT, OF THE COSTAR PARTIESS AGREEMENT AND USE OF THE LICENSED PRODUCT SHALL BE LIMITED TO LICENSEE'S ACTUALLY PARD TO COSTAR UNDER THIS AGREEMENT DURRING THE TWELVE MONTH PERIOD IMMEDIATELY PRECEDING THE BATE SUCH CLAIM AROUNT OF LICENSE FIES ACTUALLY PARD TO COSTAR UNDER THIS AGREEMENT DURRING REMEDY. (a) UNDER NO CRCUMSTANCES WILL ANY OF THE COSTAR PARTIES BE LIABLE FOR ANY MORRECT, INCIDENTAL PUNITIVE, EXEMPLARY, SPECIAL OR RANY USE OF THE LICENSED PRODUCT, EVEN IF COSTAR HAS BEEN ADVISED OF THE POSSBRITY OF SUCH DAMAGES, THE EXCLUSION OF DAMAGES IN THIS SECTION 10(4) IS INDEPENDENT OF LICENSED PRODUCT, EVEN FOR SHAPPLY AND SURFER THE CAUSE OF ACTION HAS ARSEN (O) THE PROPRISORS OF THIS SECTION APPLY WITHOUT READEDY AND SURFER PROPRISOR OF THE CAUSE OR FORM OF ACTION, WHETHER THE DAMAGES ARE GROUNDED IN CONTRACT, TORT OR ANY OTHER CAUSE OF ACTION.

  11. NO WARRANTIES, ALTHOUGH COSTAR MAKES EFFORTS TO PROVIDE AN ACCURATE PRODUCT. THE LICENSED PRODUCT AND ALL PARTS THEREOF ARE PROVIDED.
- 11. NO WARRANTES ALTHOUGH COSTAR MAKES EFFORTS TO PROVIDE AN ACCURATE PRODUCT, THE LICENSED PRODUCT AND ALL PARTS THEREOF ARE PROVIDED 43 IS', WITH ALL FAULTS, AND 'AS AVAILABLE'. THE COSTAR PARTIES MAKE NO WARRANTIES. THE COSTAR PARTIES DISCLAM ANY AND ALL REPRESENTATIONS, WARRANTIES OR GUARANTES OF ANY KND. WHETHER EXPRESS, MPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION (1) MERCHANTABLITY, FITNESS FOR ORDINARY PURPOSES AND FITNESS FOR A PARTICULAR PURPOSE, WORKMANLIKE EFFORT, QUIET ENJOYMENT AND NO ENCUMBERANCES OR LIENS, (2) THE QUALITY, LISAGE OF TRADE, (4) THE LICENSED PRODUCT CONFORMING TO ANY FUNCTION, DENONSTRATION OR PROMISE BY ANY COSTAR PARTY, AND (5) THAT ACCESS TO OR USE OF THE LICENSED PRODUCT WILL BE UNINTERRUPTED, ERROR-FREE OR COMPLETELY SECURE.
- 12 <u>Assignment</u> The parties' obligations hereunder are binding on their successors, legal representatives and assigns. Licensee may not assign or transfer (by operation of law or otherwise) this Agreement nor the license granted hereunder, in whole or in part, without the prior written consent of CoStar.
- 13. Passoxies: Key Tokens, (a) Licensee will designate a person authorized to determine and charge the level of each Authorized User's access to the Licensed Product and designated to ensure 13. Passocides Key Tokens. (a) Licensee will designate a person authorized to determine and charge the level of each Authorized User's access to the Licensed Product and designated to ensure that Licensee compiles with this Agreement. No Authorized User may access the Licensed Product using any Passocide other than the Passocides assigned to such Authorized User. No Authorized User may stare his assigned Passocides with any other person nor allow any other person to use or have access to his Passocides. During the term of this Agreement, Licensee will promptly notify out of any Authorized User's employment or contractor status with Licensee, including termination of an Authorized User's employment or contractual service with Licensee, and upon exactly a full promoter of the passocides in any manner. (b) Each Authorized User's access to the Licensed Product may be limited to a designated computer, provided, that an Authorized User may email CoStar Customer Service for a neglectonic apparatus (a "Key Token") designed to enable such Authorized User to access the Licensed Product from multiple computers for \$149 per Key Token (before tax). All Key Tokens Earned by Licensee shall derive Licensee a replacement Key Token has been lost, stoken or damaged, upon Licensee's email request to CoStar Customer Service for a replacement Key Token, CoStar shall definer Licensee a replacement Key Token has been lost, stoken or damaged, upon Licensee's email request to CoStar (but to the Licensee) free of charge during the Initial Term.
- 14. Notices. All notices given hereunder will be in writing, delivered personally or mailed by registered or certified mail, return receipt requested, or delivered by a well-recognized overright U.S. or international carrier. If such notice is being delivered to Licensee, such notice shall be delivered to Licensee and address specified on the Subscription Form or to such other address as Licensee may specify, and if being delivered to CoSter, delivered to the or the Subscription Form, Attention: Director of Sales Administration, or to date of mailing, if delivered by overright U.S. mail; one day after mailing, and if delivered by overright international mail, four (4) days after mailing. Licensee agrees that CoStar may
- 15. Force Majeure. CoStar shall have no liability for any damages resulting from any tailure to perform any obligation hereunder or from any delay in the performance thereof due to causes beyond CoStar's control, including addistrial 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 Licensed Product.
- 16. <u>User Information</u>. Licensee acknowledges that if it creates any settings, surveys, fields or functions in the Licensed Product or inputs, adds or exports any data into or from the Licensed 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 (as defined in the CoStar Connect agreement) and User Data. Licensee acknowledges that it is Licensee's responsibility to make back-up copies of such User Data. For each scensed site, Licensee is allotted an aggregate amount of 100 megabytes of storage space in any CoStar Property Licensee Product per Authorized User located at that site.
- 17. Choice of Law, Jurisdiction, International Arbitration. This Agreement shall be construed under the laws of the State of Maryland of the U.S. without regard to choice of law principles. The parties invescably consent to the exclusive jurisdiction of the federal and state courts located in the State of Maryland for the purpose of any action brought in connection with this Agreement or use of the Licensed Product. All disputes arising outside of the U.S. shall be settled by arbitration held in London. England and in eccordance with the Rules of Arbitration and Conciliation of the International Chamber of Commerce. All arbitrators shall be fixent in English and all documents submitted in connection with the arbitration shall be in English. Judgment upon an arbitration award may be entered in any court having jurisdiction, or application may be made to such court for a judicial acceptance of the award and an order of enforcement.
- aburation award may be entered in any court flexing jurisdiction, or application may be made to such court for a judicial acceptance of the award and an order of enforcement.

  18. <u>Miscellaneous.</u> This Agreement contains the entire understanding of the parties with respect to the Licensed Product 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 by the terms of this Agreement strictly confidential. This Agreement may not be amended, modified or superseded, nor may any of its terms or conditions validity, legality and enforceability of the remainder of the Agreement with not be affected. If a provision is held to be invalid, illegal or unanforceable, the replaced with an enforceable provision that retains the intent and benefits of the original provision. Licensee acknowledges that in the event of a breach of any of these terms by in equity. The failure of any party at any time to require full performance of any provision hereof will an original provision about the retains the understance of any provision hereof will are required to be included to injunctive relief (without the necessity of posting a bond) as well as all other monetary remedies available at law or Headings are for reference only. The provisions of Sections 2(b), 2(c), 3, 5, 6(e), 7, and 10 through 18 hereof will survive nonrenewal or termination of this Agreement.



David R. Atkinson President Fairway Corporate Center 1 4300 Haddonfield Road • Suite 119 Pennsauken, NJ 08109 856-665-2400 • Fax: 856-665-2475

March 21, 2005

## VIA FACIMILE (856)778-0128

Mr. Jim Davis Resource Realty Camden Avenue Moorestown, NJ 08057

Dear Jim:

At your request, you are free to inform CoStar of five facts:

- 1. I will not use CoStar files. There is no point in arguing about CoStar records. They are fine for realtors but not for my core business. They don't have the data necessary.
- 2. All addresses I will use will come from data published by either First American Real Estate Data, Experian or an Irish firm now inexpensively marketing tax assessor's records;
- 3. If a future CoStar subscriber contacts my corporation affiliate or me personally, I will inform them we are not permitted to help them. I can only help them if they use one of these other sources of information;
- 4. On advice of counsel, I cannot contact CoStar' legal counsel. "He's only wants to position me for litigation." If he wishes to reach me, he will have to contact me through you or forward his inquiries to Delaware corporate counsel. I will then pay him to respond if the requests have some sense of reasonableness; and
- 5. I regret these people did not take your accurate reply seriously but had no problem keeping your money.

Again, sincere regrets,

David R. Atkinson

President

DRA/ja

P.S. Sincere regrets that the "six-year plan starting a Real Estate Relo" project could not be gotten off the ground.