

**IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF MARYLAND  
GREENBELT DIVISION**

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

Plaintiffs,

v.

KLEIN & HEUCHAN, INC. and  
SCOTT BELL,

Defendants.

Civil Action No. 8:08-cv-1575-AW

**DECLARATION OF STEVEN J. WILLIAMS**

I, Steven J. Williams, declare as follows:

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

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

3. Attached to this Declaration as Exhibit 1 is a true and accurate copy of CoStar’s Online Terms of Use. Users of CoStar’s services are presented with CoStar’s Online Terms of

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

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

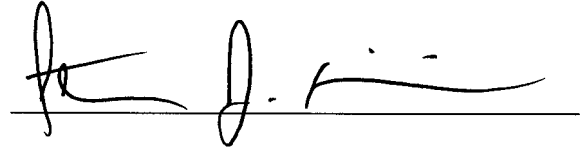
5. Those records show that one or more persons using a user name and password assigned to Scott Bell logged on to CoStar's website on at least 132 occasions for a total of 46 hours, involving "hits" to 12,829 pages on the CoStar website. By virtue of having logged on to CoStar's website, Scott Bell accordingly would have had to indicate his acceptance to CoStar's Online Terms of Use. I am attaching a true and correct copy of a log of the log-ins under the name Scott Bell as Exhibit 2 to this declaration.

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

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

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

Executed this 14<sup>th</sup> Day of August 2008 at Bethesda, Maryland.

A handwritten signature in black ink, appearing to read "S. J. Williams", is written over a horizontal line.

Steven J. Williams

# EXHIBIT 1

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

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

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

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- (3) Marketing properties;
- (4) Supporting your valuation, appraisal or counseling regarding a specific property; and
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- (8) Upload, post, e-mail or otherwise transmit any information, data, text, software, photographs, images, graphics, or other content to or through the Product, or use any portion of this Product in a manner, that:
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  - infringes any patent, copyright, trademark, trade secret, or other proprietary right of any party or violates the privacy or publicity rights of any party;
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- you do not have a right to transmit under any law, contractual obligation (i.e., nondisclosure agreement) or fiduciary duty;

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

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WE RESERVE THE RIGHT, AT ANY TIME AND FROM TIME TO TIME, TO PROSPECTIVELY CHANGE THE NATURE AND AMOUNT OF FEES CHARGED FOR ACCESS TO THE PRODUCT OR ANY OF THE COMPONENTS OR SERVICES AVAILABLE ON THE PRODUCT, AND THE MANNER IN WHICH SUCH FEES ARE ASSESSED.

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

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

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

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

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

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Last updated: May 24, 2006



# EXHIBIT 2

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