

CoStar Purchase Order Terms and Conditions

1. **TERMS OF AGREEMENT.** The purchase order, together with these terms and conditions, and any attachments and exhibits, specifications, drawings, notes, instructions and other information, whether physically attached or incorporated by reference (collectively the "Purchase Order"), constitutes the entire agreement between CoStar Group, Inc. and/or any affiliates where applicable (collectively, "CoStar") and the supplier identified in the Purchase Order (the "Supplier") with respect to the subject matter hereof. CoStar's submission of the Purchase Order is conditioned on Supplier's agreement that any terms different from or in addition to the terms of the Purchase Order, whether communicated orally or contained in any purchase order confirmation, invoice, acknowledgement, release, acceptance or other written correspondence, irrespective of the timing, shall not form a part of the Purchase Order, even if Supplier purports to condition its acceptance of the Purchase Order on CoStar's agreement to such different or additional terms. Supplier's electronic acceptance, acknowledgement of this Purchase Order, or commencement of performance constitutes Supplier's acceptance of these terms and conditions. The Purchase Order does not constitute a firm offer within the meaning of Section 2205 of the California Commercial Code, and may be revoked at any time prior to acceptance. Notwithstanding the foregoing, if a signed written agreement covering procurement of the Work described in the Purchase Order exists between Supplier and CoStar, the terms of such agreement shall prevail over any inconsistent terms herein.

2. **DEFINITIONS.**

2.1 "Deliverables" means the deliverables specified in the Purchase Order (and any Statement of Work) to be delivered on or before the Delivery Date.

2.2 "Delivery Date" means the date or dates specified in the Purchase Order by which the Supplier is required to deliver the Work.

2.3 "Harmful Code" means any software intentionally designed to (i) disrupt, disable, harm, or impede operation, or (ii) impair operation based on the lapse of time, including but not limited to viruses, worms, time bombs, time locks, drop-dead devices, access codes, security keys, back doors, or trap door devices.

2.4 "Intellectual Property Rights" means any and all tangible and intangible: (i) copyrights and other rights associated with works of authorship throughout the world, including but not limited to copyrights, neighboring rights, moral rights, and mask works, and all derivative works thereof; (ii) trademark and trade name rights and similar rights; (iii) trade secret rights; (iv) patents, designs, algorithms, utility models, and other industrial property rights, and all improvements thereto; (v) all other intellectual property rights (of every kind and nature throughout the world and however designated) whether arising by operation of law, contract, license, or otherwise; and (vi) all registrations, applications, renewals, extensions, continuations, divisions, or reissues thereof now or hereafter in force (including any rights in any of the foregoing).

2.5 "Preexisting Materials" means any Intellectual Property Rights or tangible personal property of Supplier or CoStar created before the date of this Purchase Order or outside the scope of this Purchase Order.

2.6 "Products" means any tangible goods specified in the Purchase Order to be delivered on or before the Delivery Date.

2.7 "Services" means the services that Supplier is to perform for CoStar specified in the Purchase Order.

2.8 "Statement of Work" or "SOW" means the document specifying, without limitation, the scope, objective, and time frame of the Work that Supplier will perform for CoStar.

2.9 "Subcontractor" means a third party performing Work under an agreement (a "Subcontract") with Supplier.

2.10 "Supplier Personnel" means Supplier's employees, consultants, agents, independent contractors and Subcontractors.

2.11 "Third Party Intellectual Property" means the Intellectual Property Rights of a third party which Supplier uses or incorporates into the Work.

2.12 "Work" means any Deliverables, Products and Services specified in the Purchase Order, including any SOW.

3. **DELIVERY.**

3.1 Time is of the essence in Supplier's performance of its obligations under Section 3 of the Purchase Order. Supplier will immediately notify CoStar if Supplier's timely performance under the Purchase Order is delayed or is likely to be delayed. CoStar's acceptance of Supplier's notice will not constitute CoStar's waiver of any of Supplier's obligations.

3.2 If Supplier delivers Work after the Delivery Date, CoStar may reject such Work.

3.3 CoStar will hold any tangible Work rejected under this Purchase Order at Supplier's risk and expense, including storage charges (if applicable), while awaiting Supplier's return shipping instructions. Supplier will bear all return shipping charges, including without limitation, insurance charges CoStar incurs on Supplier's behalf. CoStar may, in its sole discretion, destroy or sell at a public or private sale any rejected Work for which CoStar does not receive return shipping instructions within a reasonable time.

3.4 Supplier will preserve, pack, package and handle, as applicable, the Deliverables and Products so as to protect the Deliverables and Products from loss or damage and in accordance with best commercial practices in the absence of any specifications CoStar may provide. Without limiting the foregoing, Supplier shall observe the requirements of any local laws and regulations relating to hazardous Work, including, without limitation, with respect to its accompanying information, packing, labeling, reporting, carriage and disposal.

3.5 Supplier will include with each delivery of Products a packing list identifying the Purchase Order number, the CoStar part number for each of the Products (if applicable), a description and the quantity of each of the Products, and the date of shipment.

3.6 Unless CoStar expressly instructs otherwise, Supplier will deliver all Work to CoStar at the address set forth in the Purchase Order. Risk of loss for the Deliverables and Products does not pass to CoStar until acceptance in accordance with Section 6.

4. **PRICE AND PAYMENT.**

4.1 Unless otherwise specified in the Purchase Order, the price for the Work includes all taxes and other charges such as shipping and delivery charges, duties, customs, tariffs, imposts and government-

imposed surcharges. Supplier will, at CoStar's request, break-out from the price all such taxes and other charges, in its invoices. Supplier shall use its best efforts to assist CoStar in all legal efforts to minimize the taxes resulting from the performance of this Purchase Order.

4.2 CoStar will pay Supplier the price in accordance with the payment terms set forth in the Purchase Order following the later of: (i) the Delivery Date; (ii) the date of CoStar's acceptance of all of the Work; or (iii) CoStar's receipt of an undisputed, properly prepared invoice. A properly prepared invoice must include the Purchase Order number and, if required in the Purchase Order, Supplier's certification of conformance of the Work to the requirements. Payment will be in the currency of the country in which the CoStar entity or affiliate identified in the Purchase Order is located, and if the price set forth in the Purchase Order is not in the local currency, then CoStar will determine the local currency equivalent of the price as of date of payment. CoStar may, at any time, set-off any amounts Supplier owes CoStar against any amounts CoStar owes to Supplier or any of its affiliated companies. Under no circumstances shall CoStar pay or advance funds to Supplier, nor shall Supplier accept such funds, other than in accordance with a valid and applicable Purchase Order for services rendered.

5. OWNERSHIP AND LICENSE.

5.1 Unless otherwise specified in a SOW and except as provided in Section 5.2, CoStar is the sole and exclusive owner of all Deliverables and Supplier hereby irrevocably assigns and transfers to CoStar all of its worldwide right and title to, and interest in, the Deliverables, including all associated Intellectual Property Rights.

5.2 Unless otherwise specified in a SOW, each party owns all right, title, and interest in and to any of its Preexisting Materials. Supplier hereby grants CoStar a perpetual, irrevocable, worldwide, transferable, royalty-free, nonexclusive license, with the right to sublicense and authorize the granting of sublicenses, to use and reproduce Supplier's Preexisting Materials in the Deliverables to the extent necessary for CoStar's exercise and exploitation of its rights in the Deliverables.

5.3 Unless otherwise specified in an SOW, Supplier will obtain and assign to CoStar a nonexclusive, royalty-free, worldwide, perpetual, irrevocable, transferable, sub-licensable license to use all Third Party Intellectual Property Rights incorporated into, required to use, or delivered with the Work. Supplier will deliver copies of the above licenses to CoStar upon CoStar's request.

6. INSPECTION AND ACCEPTANCE. CoStar may reject any or all of the Work which does not conform to the applicable requirements within 10 business days of Supplier's delivery of the Work. At CoStar's option, CoStar may (i) return the nonconforming Work to Supplier for a refund or credit; (ii) require Supplier to replace the non-conforming Work; or (iii) require Supplier to repair the non-conforming Work so that it meets the requirements. As an alternative to (i) through (iii), CoStar may accept the non-conforming Work conditioned on Supplier providing a refund or credit in an amount CoStar reasonably determines to represent the diminished value of the non-conforming Work. CoStar's payment to Supplier for Work prior to CoStar's timely rejection of such Work as nonconforming will not be deemed an acceptance by CoStar.

7. CHANGES.

7.1 As used in this Section 7, "Change" means a change CoStar directs or causes within the general scope of this Purchase Order, the applicable SOW or both.

7.2 CoStar, by written order ("Change Order"), may make Changes in accordance with this Section 7.

7.3 If Supplier asserts that CoStar has directed or caused a Change to the cost of or time for performance for which CoStar has not issued a Change Order, Supplier will promptly notify CoStar in writing of the Change, providing (i) a description of the action or inaction asserted to have caused the Change; (ii) an estimate of the equitable adjustment that would be required for Supplier to perform the Changed Work; and (iii) a date no less than 30 days from the date of notice by which CoStar must respond to Supplier's notice and after which Supplier may proceed with the Work unchanged. CoStar will evaluate Supplier's notice of Change in good faith, and if CoStar agrees that it has made a constructive change, CoStar will issue a Change Order to Supplier.

7.4 Supplier shall, as promptly as practicable, after giving notice of the Change, or within 10 days of receiving a Change Order, submit a request for equitable adjustment specifying the adjustment in the price or time for performance resulting from the Change.

7.5 The parties shall negotiate an amendment to the applicable SOW to incorporate a Change Order providing for an equitable adjustment to the price, time for performance, or both.

7.6 Supplier will proceed with the Changed Work as directed, notwithstanding that the parties have not negotiated the amendment to this Purchase Order or the applicable SOW to incorporate the equitable adjustment.

8. REPRESENTATIONS AND WARRANTIES.

8.1 Supplier represents and warrants that: (i) it has the full power to enter into the Purchase Order and to perform its obligations under the Purchase Order; (ii) it has good, absolute and marketable title to the Work, free and clear of any and all liens, security interests, restrictions or other encumbrances, (iii) it has the right and unrestricted ability to assign, license and transfer (as applicable) all rights, title and interest in the Work performed or delivered by Supplier and its Subcontractors, as agreed and provided in the Purchase Order; (iv) the Work, and CoStar's use of the Work, do not and will not infringe upon any third party's Intellectual Property Rights, right of publicity or privacy, or any other proprietary rights, whether contractual, statutory or common law; (v) Supplier will not disclose to CoStar, bring onto CoStar's premises, or induce CoStar to use any confidential or proprietary information that belongs to anyone other than CoStar or Supplier which is not covered by a non-disclosure agreement between CoStar and Supplier; (vi) Software supplied by Supplier does not contain any Harmful Code; (vii) Supplier's Work conforms to CoStar's specifications, Supplier's quotation or proposal, and Supplier's brochures or catalogs, and if none of the foregoing is applicable, then such Work is suitable for the intended use; (viii) in performing its obligations under this Purchase Order at any of CoStar's locations it will comply with CoStar's policies and procedures; (ix) it will not use or disclose any information that may identify an individual that is processed for or on behalf of CoStar ("Personal Data"), except to the extent necessary to perform under this Purchase Order and in compliance with applicable law; (x) to the extent that Supplier actually processes Personal Data it will: (A) implement and maintain appropriate technical and organizational measures and other

protections for Personal Data (including, without limitation, not loading any Personal Data provided to Supplier on (a) any laptop computers or (b) any portable storage media that can be removed from Supplier's premises unless in each case (i) such data has been encrypted and (ii) such data is loaded onto portable storage media solely for the purpose of moving such data to off-site storage), (B) report to CoStar any breaches of security of Personal Data immediately after discovery ("Security Incident"), (C) cooperate fully with CoStar in investigating any Security Incidents, (D) cooperate fully with CoStar's requests for access to, correction of, and destruction of Personal Data in Supplier's possession, provided that such actions shall be in compliance with applicable laws, (E) comply with all instructions or other requirements provided or issued by CoStar from time to time relating to Personal Data, provided that such actions shall be in compliance with applicable laws, and (F) permit CoStar and/or its duly authorized representatives, on reasonable prior notice, to inspect and audit Supplier's business premises and computer systems to enable CoStar to verify that Supplier is in full compliance with its processing obligations under this Purchase Order; (x) it will not transfer Personal Data across any country border unless (a) it is strictly unavoidable for the proper performance under this Purchase Order, and (b) it has notified to CoStar in writing prior to any such transfer. Upon CoStar's request, Supplier shall enter into such other arrangements with CoStar as CoStar considers appropriate (e.g. the EU Model Clauses) in order to ensure that Supplier's cross-border transfers are lawful; and (xii) it will not provide CoStar with personal data of any third party or its own employees. Notwithstanding the foregoing, if Supplier does provide CoStar with any Personal Data, Supplier represents and warrants that it has obtained the necessary consents to provide that Personal Data to CoStar and to allow CoStar to use, disclose, and transmit such Personal Data on a worldwide basis among CoStar's affiliated entities in connection with this Purchase Order.

8.2 CoStar represents and warrants to Supplier that it has the full power to enter into the Purchase Order and to perform its obligations under the Purchase Order.

8.3 TO THE EXTENT ALLOWED BY APPLICABLE LAW, NO OTHER WARRANTIES ARE MADE, EITHER EXPRESSED OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

9. NO PARTNERSHIP OR EMPLOYEE RELATIONSHIP.

9.1 Independent Contractors. Nothing in this Purchase Order is intended, or shall be construed, to create a partnership, joint venture, or employer-employee relationship between the parties. Except as otherwise expressly stated in an SOW, Supplier has no authority to act on behalf of or to enter into any contract, incur any liability, or make any representation on behalf of CoStar. Supplier will not be entitled to any of the benefits that CoStar may make available to its employees including, but not limited to, group health or life insurance, workers compensation, stock options, profit sharing, or retirement benefits.

9.2 Performance of Work. Except as otherwise expressly stated in an SOW, Supplier will secure all licenses and permits, and supply all tools and equipment, necessary to perform the Services.

9.3 Supplier's Obligations Flowing from Payments It Makes. Supplier is solely responsible for all taxes and withholdings, severance and redundancy pay, benefits (including, without limitation, vacation, sick leave, holidays, pension or profit sharing contributions, stock

options, etc.), and other similar obligations, whether statutory or otherwise, with respect to payments made by Supplier relating to the performance of all its work and its receipt of fees under this Purchase Order.

9.5 Indemnification. In addition to any other indemnity obligations, Supplier will defend, indemnify, and hold CoStar harmless from any and all claims made by any person or any entity on account of an alleged failure to satisfy any obligation specified in Sections 9.13 and 9.3.

9.6 Removal of Supplier Employees. At CoStar's direction and for good cause, Supplier will remove any Supplier Personnel or Subcontractor from performance of Services.

10. ASSIGNMENT AND SUBCONTRACTING.

10.1 Supplier may not assign any of its rights or delegate any of its obligations under the Purchase Order without CoStar's prior written consent, which CoStar will not unreasonably withhold. CoStar may, at its option, void any attempted assignment or delegation undertaken without CoStar's prior written consent.

10.2 Supplier may not subcontract any of its rights or obligations under the Purchase Order without CoStar's prior written consent. If CoStar consents to the use of a Subcontractor, Supplier will: (i) guarantee and will remain liable for the performance of all subcontracted obligations; (ii) indemnify CoStar for all damages and costs of any kind, subject to the limitations in Section 13 (Indemnification), incurred by CoStar or any third party and caused by the acts and omissions of Supplier's Subcontractors' and (iii) make all payments to its Subcontractors. If Supplier fails to timely pay a Subcontractor for work performed, CoStar will have the right, but not the obligation, to pay the Subcontractor and offset any amount due to Supplier by any amount paid to the Subcontractor. Supplier will defend, indemnify and hold CoStar harmless for all damages and costs of any kind, without limitation, incurred by CoStar and caused by Supplier's failure to pay a Subcontractor.

10.3 To the extent allowed by applicable law, no person who is not a party to a Purchase Order shall be entitled to enforce or take the benefit of any of its terms whether as a result of applicable legislation, custom or otherwise.

11. TERM AND TERMINATION.

11.1 The Purchase Order will remain in effect with respect to any SOW already issued prior to expiration of the term of the Purchase Order until such SOW is either terminated or the Work is completed and accepted.

11.2 CoStar may terminate a Purchase Order, any SOW, or both at any time, for no reason or for any reason, upon 15 days written notice to Supplier. Upon receipt of notice of such termination, Supplier will inform CoStar of the extent to which it has completed performance as of the date of the notice, and Supplier will collect and deliver to CoStar whatever Work then exists. CoStar will pay Supplier for all Work performed and accepted through the effective date of the termination, provided that CoStar will not be obligated to pay any more than the payment that would have become due had Supplier completed and CoStar had accepted the Work. CoStar will have no further payment obligation in connection with any termination.

11.3 Either party may terminate the Purchase Order, any SOW or both, immediately by delivering written notice to the other party upon the occurrence of any of the following events: (i) a receiver is

appointed for the other party or its property; (ii) the other party makes a general assignment for the benefit of its creditors; (iii) the other party commences, or has commenced against it, proceedings under any bankruptcy, insolvency or debtor's relief law, if such proceedings are not dismissed within 60 days; or (iv) the other party is liquidating, dissolving, or ceasing to do business in the ordinary course.

11.4 CoStar may immediately terminate the Purchase Order upon written notice to Supplier if there is a change in ownership representing 20 percent or more of the equity ownership of Supplier or a sale of all or substantially all of the Supplier's assets.

11.5 Either party may terminate this Purchase Order, any SOW or both, immediately by delivering written notice to the other party for any material breach not cured within 30 days of receipt of notice by the other party of the breach. CoStar shall have no further payment obligation to Supplier under any terminated SOW if CoStar terminates the SOW under this Section 11.5.

11.6 Any obligations or duties which, by their nature, extend beyond the expiration or termination of the Purchase Order shall survive the expiration or termination of the Purchase Order in accordance with their terms.

12. CONFIDENTIAL INFORMATION AND PUBLICITY.

12.1 In this Purchase Order, "Confidential Information" means the terms and conditions of this Purchase Order or any relevant SOW, the existence of discussions between the Parties, any and all documents, software, reports, data, records, forms and other materials obtained by one party (the "Receiving Party") from the other party (the "Disclosing Party"), or at the request or direction of the Disclosing Party in the course of performing the Services: (i) that have been marked as confidential; (ii) whose confidential nature has been made known by the Disclosing Party to the Receiving Party; or (iii) that due to their character and nature, a reasonable person under like circumstances would treat as confidential.

12.2 The Receiving Party may use the Confidential Information solely for the purpose of furtherance of the business relationship between the parties, as provided in this Purchase Order and shall not disclose the Confidential Information to any third party, other than to Affiliates and to employees of the Receiving Party and its Affiliates who have a need to have access to and knowledge of the Confidential Information, solely for the purpose authorized above. Each party shall take appropriate measures by instruction and agreement prior to disclosure to such employees to assure against unauthorized use or disclosure.

12.3 The Receiving Party shall have no obligation with respect to information which (i) was rightfully in possession of or known to the Receiving Party without any obligation of confidentiality prior to receiving it from the Disclosing Party; (ii) is, or subsequently becomes, legally and publicly available without breach of this Purchase Order or an SOW; (iii) is rightfully obtained by the Receiving Party from a source other than the Disclosing Party without any obligation of confidentiality; (iv) is developed by or for the Receiving Party without use of the Confidential Information and such independent development can be shown by documentary evidence; (v) becomes available to the Receiving Party by wholly lawful inspection or analysis of products offered for sale. Notwithstanding the foregoing to the contrary, in the event that the Receiving Party is requested or required by judicial action or valid order issued by a court or government agency to disclose any

Confidential Information, the Receiving Party shall be permitted to make such disclosure, provided that the Receiving Party (a) provides prior written notice to the Disclosing Party of such obligation, (b) provides the Disclosing Party the opportunity to oppose such disclosure, and (c) reasonably cooperates with the Disclosing Party in seeking a protective order or confidential treatment for any such disclosure. Upon written demand by the Disclosing Party, the Receiving Party shall: (i) cease using the Confidential Information, (ii) return to the Disclosing Party or destroy (at the Disclosing Party's option) the Confidential Information and all copies, notes or extracts thereof within seven (7) days of receipt of demand, and (iii) upon request of the Disclosing Party, certify in writing that the Receiving Party has complied with the obligations set forth in this paragraph.

12.4 Each party shall retain all right, title and interest to such party's Confidential Information. No license under any trademark, patent or copyright, or application for same which are now or thereafter may be obtained by such party is either granted or implied by the conveying of Confidential Information. The Receiving Party shall not reverse-engineer, decompile, or disassemble any software disclosed to it and shall not remove, overprint or deface any notice of copyright, trademark, logo, legend, or other notices of ownership from any originals or copies of Confidential Information it obtains from the Disclosing Party. WITHOUT PREJUDICE TO THE EXPRESS WARRANTIES PROVIDED ELSEWHERE IN THIS PURCHASE ORDER, CONFIDENTIAL INFORMATION IS PROVIDED "AS IS" WITH ALL FAULTS. IN NO EVENT, SHALL THE DISCLOSING PARTY BE LIABLE FOR THE ACCURACY OR COMPLETENESS OF THE CONFIDENTIAL INFORMATION. None of the Confidential Information disclosed by the parties constitutes any representation, warranty, assurance, guarantee or inducement by either party to the other with respect to the infringement of trademarks, patents, copyrights, any right of privacy, or any rights of third persons.

12.5 Supplier shall obtain CoStar's written consent prior to any publication, presentation, public announcement, or press release concerning its relationship as a supplier to CoStar.

13. INDEMNIFICATION.

13.1 As used in this Section 13, a "Claim" is any claim, demand, loss, damage, liability, cost or expense (including professional fees and costs as incurred) for which one party (the "Indemnifying Party") may be obligated to defend, indemnify and hold the other party (the "Indemnified Party") harmless.

13.2 Supplier shall defend, indemnify and hold CoStar harmless from and against any and all Claims as incurred, arising out of or in connection with (i) any act or omission of Supplier (including its Subcontractors) in the performance and delivery of the Work; or (ii) the Work or infringement of a third party's Intellectual Property Rights or any other rights as a result of CoStar's use of the Work.

13.3 Each party will indemnify and hold the other party harmless from and against any and all Claims, as incurred, arising out of any negligent or willful acts or omissions of the Indemnifying Party which results in personal injury (including death) or damage to tangible property (not including lost or damaged data).

13.5 The Indemnified Party will provide the Indemnifying Party with prompt written notice of the Claim and permit the Indemnifying Party to control the defense, settlement, adjustment, or compromise of any Claim. The Indemnified Party may employ counsel at its own expense to assist it with respect to any Claim. The Indemnified Party will not settle a Claim without the prior written

consent of the Indemnifying Party (which approval shall not be unreasonably withheld, conditioned or delayed), unless such settlement include a full and unconditional release of the Indemnifying Party from all liabilities in respect of such Claim.

13.6 If a third party enjoins or interferes with CoStar's use of any Work, then in addition to Supplier's obligations under Section 13.2, Supplier will use its best efforts to (i) obtain any licenses necessary to permit CoStar to continue to use the Work; (ii) replace or modify the Work as necessary to permit CoStar to continue to use of the Work; or if (i) and (ii) are not commercially reasonable, then (iii) promptly refund to CoStar the amount paid for any Work with respect to which a third party enjoined or interfered with CoStar's use of the Work.

13.7 Nothing in this Section shall limit any other remedy available to the parties.

14. LIABILITY.

14.1 NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN OR SET FORTH IN THE PURCHASE ORDER OR OTHERWISE, COSTAR WILL NOT BE LIABLE TO SUPPLIER WITH RESPECT TO THE SUBJECT MATTER OF THE PURCHASE ORDER OR RELATED SOW UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY FOR ANY AMOUNTS IN EXCESS OF THE AMOUNT COSTAR PAID TO SUPPLIER IN THE SIX MONTHS PRECEDING THE EVENT OR CIRCUMSTANCE GIVING RISE TO SUCH LIABILITY.

14.2 IN NO EVENT WILL COSTAR BE LIABLE TO SUPPLIER FOR ANY INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL DAMAGES OR LOSS OF PROFITS ARISING OUT OF, OR IN CONNECTION WITH, THE PURCHASE ORDER, WHETHER OR NOT COSTAR WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

14.3 THESE LIMITATIONS WILL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY PROVIDED HEREIN. NOTHING IN THE PURCHASE ORDER LIMITS EITHER PARTY'S LIABILITY FOR BODILY INJURY OF A PERSON, DEATH, OR PHYSICAL DAMAGE TO PROPERTY OR ANY LIABILITY WHICH CANNOT BE EXCLUDED UNDER APPLICABLE LAW.

15. INSURANCE. Supplier will secure and maintain insurance providing coverage for liabilities to third parties for bodily injury (personal injury) and damage to property in amounts sufficient to protect CoStar in the event of such injury or damage, and will be in compliance with any and all laws, regulations or orders addressing the liabilities of an employer to its employees for injuries and disease suffered in connection with employment, including without limitation workers compensation insurance. Supplier further will maintain such additional types and limits of insurance as is customary for a company of similar size and similar operations to Supplier in the jurisdiction or jurisdictions in which Supplier's operations take place and shall provide CoStar with a certificate of insurance upon reasonable request.

16. COMPLIANCE WITH LAWS. Supplier represents and warrants that it will comply with all applicable local and national laws and regulations pertaining to its performance of its obligations under this Purchase Order. In particular and without limitation, Supplier shall not act in any fashion or take any action that will render CoStar liable for a violation of any applicable anti-bribery legislation (including without limitation, the U.S. Foreign Corrupt Practices Act and the UK Bribery Act 2010), which prohibits the offering, giving or

promising to offer or give, or receiving, directly or indirectly, money or anything of value to any third party to assist Supplier or CoStar in retaining or obtaining business or in performing the Work. Without limiting the foregoing, to the extent that Supplier is a US federal contractor or covered subcontractor as contemplated in accordance with the applicable laws and regulations, then Supplier agrees that this Purchase Order will be subject to the applicable requirements of 41 CFR 60-1.4 and 29 CFR part 471, Appendix A to Subpart A, and the requirements of 41 CFR 60-300.5(a) and 41 CFR 60-741.5(a), which are incorporated herein by reference. The latter two regulations prohibit discrimination against qualified individuals on the basis of protected veteran status and disability and require affirmative action to employ and advance in employment protected veterans and qualified individuals with disabilities. Supplier's failure to comply with this provision shall constitute a material breach of this Purchase Order.

17. GOVERNING LAW. The Purchase Order will be construed in accordance with, and all disputes will be governed by, the laws of the State of Delaware, without regard to its conflict of laws rules. The parties specifically waive application of the UN Convention on Contracts for the International Sale of Goods. Supplier irrevocably consents to the personal jurisdiction of the state and federal courts in and for the District of Columbia, and irrevocably waives any claim it may have that any proceedings brought in such courts have been brought in an inconvenient forum.

18. GENERAL.

18.1 Any notice to be given under the Purchase Order will be in writing and addressed to the party at the address stated on the front of the Purchase Order. Notices will be deemed given and effective (i) if personally delivered, the next business day, (ii) if sent by an overnight service with tracking capabilities, upon receipt; (iii) if sent by fax or electronic mail, at such time as the party which sent the notice receives confirmation of receipt by the applicable method of transmittal; or (iv) if sent by certified or registered mail, within five days of deposit in the mail.

18.2 If there is a conflict between or among the Purchase Order and any documents attached to and incorporated by reference, the conflict will be resolved as follows:

18.2.1 A conflict between the terms of the Purchase Order and those set forth in an exhibit or hyperlink will be resolved in favor of the Purchase Order.

18.2.2 A conflict between the terms of the Purchase Order and those set forth in an SOW will be resolved in favor of the SOW.

18.2.3 A conflict between the terms of an exhibit or hyperlink and those set forth in an SOW will be resolved in favor of the SOW.

18.3 If any court of competent jurisdiction holds that any provision of the Purchase Order is illegal, invalid, or unenforceable, the legality, validity, and enforceability of the remaining provisions of the Purchase Order will not be affected or impaired, and all remaining terms of the Purchase Order remain in full force and effect, provided that this provision shall not be applied to defeat the intent of the parties.

18.4 A party's election not to insist on strict performance of any requirement of the Purchase Order will not operate or be construed to waive any future omission or breach, or any other provision of the Purchase Order.