

---SAMPLE---

Attachment C SOFTWARE LICENSE AGREEMENT

THIS SOFTWARE LICENSE AGREEMENT (the "Agreement") is made on [insert date] (the "Execution Date"), by and between _____, a _____ authorized to do business in _____, with its principal offices located at _____ ("Licensor"), and _____ [COSTARS MEMBER] _____ ("Licensee"): TERMS AND CONDITIONS

A. Definitions. All capitalized terms used in this Agreement or in Attachments or Appendixes to this Agreement shall have the respective meanings ascribed to them in this Agreement or in the glossary set forth in Paragraph N. All capitalized terms used in this Agreement, unless indicated otherwise, include all derivative forms and variations of the terms.

B. Grant and Scope of License

1. The parties agree that more than one agency of Licensee may license products under this Agreement, provided that any use of products by any agency must be made pursuant to one or more executed purchase orders or purchase documents submitted by each applicable agency seeking to use the Licensed Product. The parties agree that the terms and conditions of this Agreement apply to any purchase of products made by Licensee, when the purchase document issued by Licensee includes a reference to this Agreement, and that the terms and conditions of this Agreement become part of the purchase document without further need for execution. The parties agree that the terms of this Agreement supersede and take precedence over the terms included in any quote, purchase order, terms of any shrink wrap agreement included with the Licensed Product, terms of any click through agreement included with the Licensed Product, or any other terms purported to apply to the Licensed Product.

2. Subject to the terms and conditions of this Agreement, Licensor hereby grants Licensee a non-exclusive, non-transferable license to (i) Run the software product(s) identified in Appendix A, (the "Product") as well as any Updates provided by Licensor on Licensee's server, and (ii) use the related documentation in connection with Licensee's authorized use of the Product. (The Product, any Updates thereto, and the related documentation are collectively referred to in this Agreement as the "Licensed Product".)

3. Authorized Use. In consideration of the License Fees payable hereunder, Licensee may _____.

4. As between the parties, all rights, title and interest in and to the Licensed Product (and any derivative works thereto) and all underlying Intellectual Property Rights thereto, are and at all times will be, the sole and exclusive property of Licensor or its licensors, as the case may be. The Licensed Product may not be used for the benefit of any third parties not authorized herein, including without limitation, in an outsourcing, timesharing, or Application Service Provider (ASP) arrangement, or in the operation of a service bureau.

5. Licensee may make a reasonable number of copies of the Licensed Product for bona fide back up purposes only. All such copies are subject to the terms and conditions of this Agreement.

6. Licensee shall not (and shall not permit any other party to) translate, decompile, reverse engineer, merge, adapt or modify the Licensed Product or any Updates in any way, and no derivative work may be created therefrom, unless otherwise permitted under the terms of this Agreement. In addition, Licensee shall not (and shall not permit any other party to) avoid, circumvent, or disable any security device, procedure, protocol, or mechanism that Licensor may include, require or establish with respect to the Licensed Product.

7. Licensee shall not delete, alter, cover, or distort any copyright, trademark, or other proprietary rights notice placed by Licensor on or in the Licensed Product, and shall ensure that all such

notices are reproduced on all copies of the Licensed Product. 8. All rights not expressly granted in this Agreement are reserved to Licensor. C. Fees 1. When applicable, Licensee agrees to pay Licensor or the contractor or reseller supplying the Licensed Product the License Fees for the Licensed Product and fees for Support Services provided under Section G, below (the "Support Fees"), in the amounts and according to the schedule stated in Appendix A. All License Fees and Support Fees for the Licensed Product are due and payable within Thirty (30) days of the date of a proper invoice. Any additional and/or subsequent License Fees and Support Fees are due and payable within thirty (30) days of the date of Licensee's receipt of a proper invoice. 2. If the Licensee is making a purchase through its agent by way of a Purchase Order (PO), the PO shall control and take precedence over this Agreement with regards to payment amounts and provisions to the extent there is any conflict. The Licensee shall pay its agent in accordance with the PO and the agent will pay Licensor the amounts set forth in the PO. 3. It is hereby acknowledged that the Licensee is a government entity and thereby exempt from taxation. D. Confidentiality 1. Each party agrees to secure and protect the Confidential Information of the other in a manner consistent with the maintenance of the other party's rights therein, using at least as great a degree of care as it uses to maintain the confidentiality of its own confidential information of a similar nature, but in no event less than reasonable efforts. Neither party shall disclose, publish, release, transfer or otherwise make available any Confidential Information of the other party in any form to, or for the use or benefit of, any person or entity without the other party's consent. Subject to the other provisions of this Agreement, each party shall, however, be permitted to disclose relevant aspects of the other party's Confidential Information to its officers, agents, subcontractors and personnel and to the officers, agents, subcontractors and personnel of its corporate affiliates or subsidiaries to the extent that such disclosure is reasonably necessary for the performance of its duties and obligations under this Agreement; provided, however, that such party shall take all reasonable measures to ensure that Confidential Information of the other party is not disclosed or duplicated in contravention of the provisions of this Agreement by such officers, agents, subcontractors and personnel and that such party shall be responsible for any unauthorized disclosure of the Confidential Information of the other party by such officers, agents, subcontractors or personnel; and further provided, that if the disclosure is by the Licensee to another contractor or sub-contractor, such disclosure is subject to a suitable non-disclosure agreement imposing equally or more stringent requirements for data privacy and security.. 2. Notwithstanding Section D(1), Confidential Information of a party shall not include information which: (i) is, as of the time of its disclosure or thereafter becomes part of the public domain through a source other than the receiving party; (ii) was rightfully known to the receiving party as of the time of its disclosure; (iii) is independently developed by the receiving party; (iv) is subsequently learned from a third party not under a confidentiality obligation to the disclosing party; (v) is required to be disclosed pursuant to a duly authorized subpoena, court order, or government authority, or (vi) disclosure of the information is required under the Freedom of Information Act or other right to know type law, whereupon the party subject to same shall provide prompt written notice to the other party prior to such disclosure, so that such party may seek a protective order or other appropriate remedy. 3. Each party shall: (i) notify the other party promptly of any known unauthorized possession, use or knowledge of the other party's Confidential Information by any person or entity (ii) promptly furnish to the other party full details known by such party relating to the unauthorized possession, use or knowledge thereof and shall use reasonable efforts to assist the other party in investigating or preventing the recurrence of any unauthorized possession, use or knowledge of the other party's Confidential Information; (iii) use reasonable efforts to cooperate with the other party in any litigation and investigation against third

parties deemed necessary by the other party to protect its proprietary rights.; and (iv) promptly use all reasonable efforts to prevent a recurrence of any such unauthorized possession, use or knowledge of the other party's Confidential Information. 4. Each party shall bear the cost it incurs as a result of compliance with this section. The obligations in this section shall not restrict any disclosure by either party pursuant to any applicable law or pursuant to the order of any court or other legal process or government agency of competent jurisdiction (provided that the disclosing party shall give prompt notice to the non-disclosing party of such disclosure or order in a timeframe to allow the non-disclosing party to resist the disclosure or order). E. Term and Termination 1. The term of this Agreement shall be deemed to have commenced on the Effective Date and shall continue from thereon until terminated by lawful means. 2. In accordance with applicable regulations, either party may terminate this Agreement with written notice if the other party fails to comply with any material term or condition of this Agreement and fails to remedy such breach within thirty (30) days of receipt of notice of such breach, provided, however, that Licensor may not terminate this agreement for reasons of nonpayment. 3. In addition to the foregoing, Licensee may terminate this Agreement if Licensor makes a general assignment for the benefit of creditors, files a voluntary petition of bankruptcy, suffers or permits the appointment of a receiver for its business or assets, becomes subject to any proceedings under any bankruptcy law, or has liquidated its business voluntarily or otherwise, and the same has not been discharged or terminated within forty-five (45) days. 4. Notwithstanding any contrary provision in this Agreement, this Agreement may be terminated at the option of Licensee upon written notice to Licensor if Licensee determines that it is in the best interest of Licensee to terminate the Agreement. If Licensee elects to terminate this Agreement, Licensor shall be entitled to payment for satisfactory services rendered under the Agreement up to the effective date of termination 5. Any payment obligation or portion thereof of Licensee created by this Agreement is conditioned upon the availability of funds which are appropriated or allocated for the payment of such an obligation or portion thereof; provided, however, that Licensee will request such funds each year during the Term. If such funds are not allocated and available, this Agreement may be terminated by Licensee at the end of the period for which funds are available. No penalty shall accrue to Licensee in the event this provision is exercised, and Licensee shall not be obligated or liable for any future payments due for any damages as a result of termination under this Article. 6. Immediately upon termination of this Agreement, Licensee shall: (i) pay all amounts owed to Licensor, or; (ii) cease all use of the Licensed Product and; (iii) return to Licensor all copies of the Licensed Product and any other Confidential Information or proprietary materials of Licensor in its possession or in Escrow; and (iv) certify in writing Licensee's compliance with (ii) and (iii), above. F. Warranties and Disclaimer; Limitation of Liability; Indemnification 1. Licensor warrants that it has the full authority to grant the rights granted to Licensee herein. EXCEPT FOR THE FOREGOING EXPRESS WARRANTY, AND EXCEPT AS MAY BE OTHERWISE SET OUT IN THIS AGREEMENT, LICENSOR DISCLAIMS ANY AND ALL WARRANTIES WITH RESPECT TO THE LICENSED PRODUCTS AND UPDATES, WHETHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. EXCEPT FOR THE FOREGOING EXPRESS WARRANTY, THE LICENSED PRODUCTS AND UPDATES ARE PROVIDED "AS IS" AND WITH ALL FAULTS, AND LICENSEE UNDERSTANDS THAT IT ASSUMES ALL RISKS OF THEIR USE, QUALITY, AND PERFORMANCE. 2. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, RELIANCE, OR COVER DAMAGES, INCLUDING LOSS OF PROFITS, REVENUE, DATA, OR USE, INCURRED BY EITHER PARTY OR ANY THIRD PARTY, EVEN IF THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ANY EVENT, LICENSOR'S TOTAL LIABILITY

ARISING FROM OR RELATED TO THIS AGREEMENT FOR ANY REASON SHALL BE LIMITED TO DIRECT DAMAGES UP TO THE TOTAL AMOUNT OF FEES PAID HEREUNDER DURING THE INITIAL TERM OR THE THEN-CURRENT RENEWAL TERM, AS APPLICABLE. THE FOREGOING LIMITATIONS APPLY TO ALL CAUSES OF ACTION IN THE AGGREGATE, INCLUDING BREACH OF CONTRACT, BREACH OF WARRANTY, STRICT LIABILITY, NEGLIGENCE AND OTHER TORTS. 3. Licensor agrees to indemnify and defend Licensee and its elected and appointed officers, officials, employees and agents from and against any action, claim, demand, or liability, including reasonable attorney's fees and costs, arising from or relating to a claim the Licensed Product infringes upon any United States or foreign patents, copyrights, trademarks or trade dress of a third party and in any such suit or proceeding will satisfy any final award for such infringement, including costs. Licensee agrees to give Licensor prompt notice of any such claim of which it learns. No settlement which imposes any liability or damages of any kind on Licensee shall be made without Licensee's prior written consent, which shall not be unreasonably withheld or delayed. In all events, Licensee shall have the right to participate in the defense of any such suit or proceeding through counsel of its own choosing. It is expressly agreed by Licensor that, in the event it requests that Licensee provide support to Licensor in defending any such claim, Licensor shall reimburse Licensee for all expenses (including attorneys' fees, if such are made necessary by Licensor's request) incurred by Licensee for such support. Licensor shall pay all damages and costs awarded therein against Licensee arising from Licensor's indemnification obligation under this paragraph. If information and assistance are furnished by Licensee at Licensor's written request, it shall be at Licensor's expense, but the responsibility for such expense shall be only that within Licensor's written authorization. If, in Licensor's opinion, the Licensed Product, is likely to or does become subject to a claim of infringement, then without diminishing Licensor's obligation to satisfy any final award, Licensor may, at its option, substitute functional equivalents for the Licensed Product or, at Licensor's option and expense, obtain the rights for Licensee to continue the use of the Licensed Product. If the Licensed Product is in such suit or proceeding held to constitute infringement and the use or publication thereof is enjoined, Licensor shall, at its own expense and at its option, either procure the right to publish or continue use of the Licensed Product, replace the Licensed Product with non-infringing items, or modify the Licensed Product so that it is no longer infringing. If neither alternative (i) nor (ii) is reasonably available, then Licensee may terminate the license for the infringing Licensed Product and no further payment obligations shall be due from Licensee therefor, and Licensor agrees to pay Licensee: (1) any amounts paid by Licensee for any future period under this Agreement less a reasonable amount based on the acceptance and use of the Licensed Product; (2) any license fee less an amount for the period of usage of any software; and (3) the prorated portion of any prepaid service fees representing the time remaining for any future period under this Agreement.. The obligation to indemnify Licensee, under the terms of this Section F(4), shall be Licensor's sole and exclusive obligation and Licensee's exclusive remedy for the infringement or misappropriation of intellectual property. 4. Licensor shall have no liability or obligation under Section F(4) above, arising from or related to: (i) modification of the Licensed Product by Licensee; any material provided by Licensee to Licensor and incorporated into, or used to prepare, the Licensed Product; (ii) use of the Licensed Product in other than its specified operating environment; (iii) the combination, operation, or use of the Licensed Product with other products, services, or deliverables not provided by Licensor as a system or the combination, operation, or use of the Licensed Product with any products, data, or apparatus that Licensor did not provide; (iv) infringement of a non-Licensor product alone; (v) Licensee's distribution, marketing or use beyond the scope contemplated by this Agreement; (vi) Licensee's failure to use corrections or enhancements made

available to Licensee by Licensor; (vii) the Running of the Licensed Product after Licensor has notified Licensee to discontinue Running due to an infringement claim (existing or prospective); or (viii) the use of a version of the Licensed Product that has been superseded by a newer version, if the infringement would have been avoided by use of a current version which Licensor has provided or made available to Licensee. Licensee assumes all risks and liabilities for injury to or death of any person or damage to any property, in any manner arising out of possession, use, or operation of the Licensed Product by Licensee whether such injury or death be with respect to agents or employees of Licensee or of third parties, and whether such property damage be to Licensee's property or the property of others; provided, however that said damage or injury results from the negligence of Licensee, its agents or employees, and provided that judgment has been obtained against the Licensee in a court of competent jurisdiction. This provision shall not be construed to limit the sovereign immunity of the Licensee.

G. Maintenance and Support

1. During the Term of this Agreement, Licensor agrees to provide the maintenance and support services as set forth in Appendix A (collectively, the "Support Services") for the Licensed Product. The parties agree that Licensor shall have no obligations to provide any maintenance or support-related services under this Agreement except as expressly set forth herein.

2. Licensee will designate, in writing, no more than two persons who will be Licensee's primary support contacts for Support Services (the "Support Contacts") related to each PO. Licensee agrees that all Support Services inquiries from Licensee's individual users will be directed to a Support Contact and Licensee's communications with Licensor for Support Services will be through the Support Contacts.

3. All Updates and all other deliverables and work product hereunder provided to Licensee shall be subject to the terms and conditions of this Agreement, unless otherwise expressly agreed in writing by Licensor. Support Services extend only to the Licensed Product free of any additions or modifications that have not been made or sold by Licensor or its agents.

4. Licensee acknowledges and agrees that the Support Services, Updates, and all other results of Support Services hereunder, and all work product and deliverables thereof (collectively, the "Licensor Materials"), are the sole and exclusive property of Licensor, including all worldwide Intellectual Property Rights embodied in, related to, or represented by, the Licensor Materials.

H. Virus, Malicious, Mischievous or Destructive Programming

Notwithstanding any other provision in this Agreement to the contrary, Licensor shall be liable for any damage to any data and/or software owned or licensed by Licensee if Licensor or any of its employees, subcontractors or consultants introduces a virus or malicious, mischievous or destructive programming into Licensee's software or computer networks and has failed to comply with Licensee's software security standards. Licensee must demonstrate that Licensor or any of its employees, subcontractors or consultants introduced the virus or malicious, mischievous or destructive programming. Licensor's liability shall cease if Licensee has not fully complied with its own software security standards. Licensor shall be liable for any damages incurred by Licensee including, but not limited to, the expenditure of Licensee funds to eliminate or remove a computer virus or malicious, mischievous or destructive programming that results from Licensor's failure to take proactive measures to keep virus or malicious, mischievous or destructive programming from originating from Licensor or any of its employees, subcontractors or consultants through appropriate firewalls and maintenance of anti-virus software and software security updates (such as operating systems security patches, etc.). In the event of destruction or modification of software, Licensor shall eliminate the virus, malicious, mischievous or destructive programming, restore Licensee's software, and be liable to the Licensee for any resulting damages. Licensor shall be responsible for reviewing Licensee software security standards and complying with those standards. Licensee may, at any time, audit, by a means deemed appropriate by Licensee, any computing devices

being used by representatives of Licensor to provide services to Licensee for the sole purpose of determining whether those devices have anti-virus software with current virus signature files and the current minimum operating system patches or workarounds have been installed. Devices found to be out of compliance will immediately be disconnected and will not be permitted to connect or reconnect to Licensee's network until the proper installations have been made. Licensor may use the anti-virus software used by Licensee to protect Licensor's computing devices used in the course of providing services to Licensee. It is understood that Licensor may not install the software on any computing device not being used to provide services to Licensee, and that all copies of the software will be removed from all devices upon termination of this Agreement. Licensee will not be responsible for any damages to Licensor's computers, data, software, etc. caused as a result of the installation of Licensee's anti-virus software or monitoring software on Licensor's computers.

I. Sensitive Information

i. The Licensor shall not publish or otherwise disclose, except to the Licensee or the Licensor's subcontractors, any information or data obtained hereunder from private individuals, organizations, or public agencies, in a way that allows the information or data furnished by or about any particular person or establishment to be identified.

ii. The parties shall not use or disclose any information about a recipient receiving services from, or otherwise enrolled in, a Licensee's program affected by or benefiting from services under this Agreement for any purpose not connected with the parties' Agreement responsibilities.

iii. The Licensor will comply with all obligations applicable to it under all applicable data protection legislation in relation to all personal data that is processed by it in the course of performing its obligations under this Agreement including by: (i) maintaining a valid and up to date registrations and certifications; and (ii) complying with all data protection legislation applicable to cross border data flows of personal data and required security measures for personal data.

J. Background Checks

Licensor must, at its expense, arrange for a background check for each of its employees, as well as for the employees of its subcontractors, who will have access to Licensee's IT facilities, either through on site or remote access. Background checks are to be conducted via the Request for Criminal Record Check form and procedure found at <http://www.psp.pa.gov/Pages/Request-a-Criminal-History-Record.aspx>. The background check must be conducted prior to initial access by an IT Employee and annually thereafter. Before Licensee will permit an IT Employee access to Licensee's facilities, Licensor must provide written confirmation to the office designated by the Licensee that the background check has been conducted. If, at any time, it is discovered that an IT Employee has a criminal record that includes a felony or misdemeanor involving terrorist threats, violence, use of a lethal weapon, or breach of trust/fiduciary responsibility; or which raises concerns about building, system, or personal security, or is otherwise job-related, Licensor shall not assign that employee to any Licensee facilities, shall remove any access privileges already given to the employee, and shall not permit that employee remote access to Licensee facilities or systems, unless the Licensee consents, in writing, prior to the access being provided. The Licensee may withhold its consent at its sole discretion. Failure of Licensor to comply with the terms of this paragraph may result in default of Licensor under its contract with Licensee. The Licensee specifically reserves the right to conduct background checks over and above that described herein.

K. Incorporation of Exhibits and Appendices

The following Appendices and Exhibits are attached hereto and incorporated into this Agreement by this reference: Appendix A – List of Licensed Product and Fees Appendix B – Maintenance and Support Services (this Appendix may be modified during the term of the Agreement, by including the modified Appendix with the purchase document. No amendment of the Agreement will be required.) Appendix C – Hardware Specifications Appendix D – Service Level Agreements Appendix E – Pricing Tables

L. Purchase Orders

1. The Licensee may issue this Agreement, and any subsequent

changes to it, electronically as a Purchase Order (hereinafter Document). 2. The Document will not include an "ink" signature by the Licensee. The electronically-printed name of the purchaser represents the signature of that individual who has the authority, on behalf of the Licensee, to authorize Licensor to proceed. 3. Documents may be issued electronically or through facsimile equipment. The electronic transmission of a Document shall require acknowledgement of receipt of the transmission by Licensor. 4. Receipt of the electronic or facsimile transmission of the Document shall constitute receipt of an order. 5. The Licensee and Licensor specifically agree as follows: i. No handwritten signature by Licensee shall be required in order for the Document to be legally enforceable. ii. Upon receipt of a Document, Licensor shall promptly and properly transmit an acknowledgement in return. Any order which is issued electronically shall not be considered accepted by Licensor, nor give rise to any obligation to deliver on the part of Licensor, or give rise to any obligation to receive and pay for delivered products on the part of the Licensee, unless and until the electronic order has been acknowledged. iii. The parties agree that no writing shall be required in order to make the order legally binding, notwithstanding contrary requirements in any law. The parties hereby agree not to contest the validity or enforceability of a genuine Document or acknowledgement issued electronically under the provisions of a statute of frauds or any other applicable law relating to whether certain agreements be in writing and signed by the party bound thereby. Any genuine Document or acknowledgement issued electronically, if introduced as evidence on paper in any judicial, arbitration, mediation, or administrative proceedings, will be admissible as between the parties to the same extent and under the same conditions as other business records originated and maintained in documentary form. Neither party shall contest the admissibility of copies of genuine Documents or acknowledgements under either the business records exception to the hearsay rule or the best evidence rule on the basis that the order or acknowledgement were not in writing or signed by the parties. A Document or acknowledgment shall be deemed to be genuine for all purposes if it is transmitted to the location designated for such documents. M. General The failure of either party to require performance of any part of this Agreement shall not be deemed a waiver of any present or future right. Modifications of this Agreement shall be binding only if in writing and signed by authorized representatives of both parties. This Agreement, the Licensee's Purchase Order, if any, and Licensor's Invoices contain the parties' entire agreement and understanding and they supersede all prior oral and written agreements and understandings. If any provision of this Agreement is held invalid, illegal or unenforceable, all other provisions contained in this Agreement will remain in effect. Neither party may not assign this Agreement without the other party's prior written consent. All notices required to be sent hereunder shall be in writing and shall be deemed to have been given when mailed by registered or certified mail, postage prepaid to the address set forth in this Agreement or to such other address as each party may designate from time to time. Licensor acknowledges that mail handling security procedures may delay actual delivery of such notices to the Licensee. The following Sections shall survive the termination or expiration of this Agreement: B(4), D, E, F, H and I. This Agreement shall be governed by and construed in accordance with the substantive laws of the Commonwealth of Pennsylvania, without regard to principles of conflict of laws. N. Glossary 1. "Run" means to copy, install, use, access, display, run, and otherwise interact with, in its intended manner. 2. "Delivery Date" shall mean the day agreed upon by the parties for Licensor to present the Licensed Product to Licensee for delivery and installation, provided Licensor makes a reasonable attempt to do so on that day. 3. "Effective Date" shall mean the Execution Date, whichever occurs first. 4. "Source Code" shall mean the human-readable version of the Licensed Product supplied to Licensee hereunder. 5. "Intellectual Property Rights" means, collectively, rights under patent, trademark, copyright and trade secret laws,

and any other intellectual property or proprietary rights recognized in any country or jurisdiction worldwide, including, without limitation, moral rights and similar rights. 6. "IT Employee" means the Licensee's employees or employees of the Licensee's subcontractor. 7. "Updates" means any update, patch, bug fix or minor modification to the Licensed Products that Licensor provides to Licensee. Once provided, each Update shall be deemed to be included within the Licensed Product. 8. "Confidential Information" means information that the other party considers to be confidential, business and technical information, marketing plans, research, designs, plans, methods, techniques, processes and know-how, whether tangible or intangible and whether or not stored, compiled or memorialized physically, electronically, graphically or in writing, provided that the other party has notified the party receiving the confidential information that the information is confidential. 9. "Travel Expenses" means any costs incurred by Licensor associated with the transportation, storage or lodging of equipment, supplies, Licensor employees and other items necessary for business use from Licensor headquarters to Licensee's facilities. Travel expenses may include, but are not limited to airfare, hotel costs, and meals if applicable. Any travel expenses paid by the Licensee shall be paid at allowable government travel rates consistent with Management Directive 230.10 Amended, Commonwealth Travel Policy, and Manual 230.1, Commonwealth Travel Procedures Manual, unless otherwise first approved by the Licensee's authorized representative. 10. "Travel Time" means the hours and minutes elapsing during transportation of Licensor personnel from Licensor headquarters to Licensee's facilities. Travel time shall not include the first hour of transportation from Licensor headquarters to Licensee's facilities or from Licensee's facilities to Licensor headquarters. BOTH PARTIES HAVE READ AND AGREE TO BE LEGALLY BOUND BY ALL OF THE FOLLOWING TERMS AND CONDITIONS, ALL OF WHICH ARE INCORPORATED FULLY INTO THIS AGREEMENT. LICENSOR [COSTARS MEMBER]

By: _____ By: _____
 _____ Name: _____
 Name: _____ Title: _____
 _____ Title: _____
 Date: _____ Date: _____

Appendix A

A. Licensed Product: The Licensed Product includes

_____. B.

Installation Fees: Licensor will assist Licensee with all installations and configurations, the costs of which are included in the License Fees and consist of Technical and Project Management support in the amount specified below. Additional hours may be purchased in accordance with Licensor's current Commercial Price List for such services. Project Management/Technical Implementation Hours [Fill in hours]

C. License and Other Fees: Licensor acknowledges the License Fee will be paid to Licensor by Licensee as set forth in Table 1 or Table 2 of Appendix F of the Agreement. The License Fee includes

_____ as outlined in Section D,

below. D. Support Fees and Services: Support Fees for the Licensed Product are included in the License Fees are set forth in Section C of this Appendix A and consist of

_____ for a period of [insert years,] years following the Effective Date ("Initial Support Term"). The Support Services shall be renewable beyond the

Initial Support Term according to the provisions set forth in Section E of this Appendix. Subject to Licensee's payment of any outstanding License Fees, Licensor will make the following Support Services available to the Licensee: Standard Maintenance and Support Services The Licensee shall receive [Insert Hours] hours of Licensee support by phone, email, or if necessary, site visits free-of-charge per year. Time shall be debited in quarter-hour increments. Requests due to failure of or defect in the Licensed Product shall not be charged. Except for defects in the Licensed Product, requests over the allocated hour limit shall be charged on a time and materials basis at the then current rate published in Licensor's Commercial Price List, currently a rate of [insert current rate] per hour in quarter-hour increments plus travel expenses. A request shall only be billable or count towards the allocated free-of-charge hours if Licensor is able to resolve the problem. Standard updates are included in the Service Fee and will be delivered to the Licensee electronically, in a manner agreed upon by the parties (e.g., email attachment, web download,) or by sending a CD-Rom. Licensee may request that a Licensor technician install the Updates, either on-site, or remotely, in which case, such support shall be offered to Licensee on a time and materials basis at the then current rate published in Licensor's Commercial Price List, currently a rate of [insert current rate] per hour in quarter-hour increments plus travel expenses as described in Attachment 1. Licensee may at its option allow Licensor technical staff to log into the Licensee's system remotely in order to install Updates or to resolve technical problems.

Enhanced Maintenance and Support Services The terms of the Enhanced Maintenance and Support Services are set forth in Appendix B of this Agreement.

E. Renewal of Support Services The Licensee may renew the Support Services set forth in Section D of this Appendix, including Standard Maintenance and Support and Enhanced Maintenance and Support (if applicable), by paying an Annual Support Services Renewal Fee each year subsequent to the Initial Support Term. The Annual Support Services Renewal Fee shall be due within thirty (30) days of the Annual Support Services Renewal Date and Licensee's receipt of a proper invoice. The Annual Support Services Renewal Date shall be the same day each year, beginning the day one (1) year following the Effective Date. The Support Services Renewal Fee for the first year following the Initial Support Term shall be as follows: Standard Maintenance and Support: [\$\$\$\$\$] Enhanced Maintenance and Support: [\$\$\$\$\$] The cost for renewals of Standard Maintenance and Support Services and Enhanced Maintenance and Support Services, if applicable, beyond the first year following the Initial Support Term shall be at the prevailing price at the time of purchase, provided, however, that it may not exceed the previous year cost for renewal by more than 3%.

Appendix B Enhanced Maintenance and Support Services NOTE: Enhanced Maintenance and Support Services applicable only if elected by Licensee in accordance with Appendix A, Section D of the Contract.

SECTION 1: Statement of Work The Licensee has requested additional support services related to the Licensed Product. Appendix A, Section D of the Contract provides for certain support fees and support services, and additional services. As part of the Enhanced Maintenance and Support Services, Licensor shall make several contacts available to the Licensee in three ways, as follows: Primary Technical Contact: Primary Number: Secondary Number: Primary email: Secondary Technical Contact: Primary Number: Secondary Number: Primary email: Lead Account Contact: Primary Number: Secondary Number: Primary email: Secondary Account Contact: Primary Number: Secondary Number (pager): Primary email: During normal business hours, Monday through Friday from 8:30 AM EST to 5:30 PM EST Licensee shall use the primary email address to contact an individual, and/or the primary

number. For after hour, weekend and holiday support, Licensee shall call _____ or e-mail _____. In order to deal efficiently with multiple problems reported to Licensor by the Licensee, a problem ticket will be created for each problem and one of 3 priority codes will be allocated. • Level 1: Major Impact - Directly causing a total loss of the Licensee's ability to Use the Licensed Product • Level 2: Significant Impact - Directly reducing a number of features of the Licensed Product • Level 3: No Immediate Impact - causing only inconvenience to Licensee, and may include scheduled network changes to Licensee's network architecture The target maximum times for response for each level are: Level 1: as soon as possible, targeting a response time of 1 hour (during normal business hours) or 3 hours (during non-business hours) from initial notification to Licensor by the Licensee Level 2: 24 hours Level 3: 3 days

SECTION 2. Summary of Enhanced Maintenance and Support: Licensor has used its experience and best estimates available to provide a summary of various enhanced maintenance and support services as follows: This appendix B shall remain valid until superseded by a revised addendum mutually endorsed by both parties. It shall be reviewed every six months.

- B.
 - C. Appendix C Hardware Specifications (if any)
 - D.
 - E. Appendix D Service Level Agreement
- THE OBLIGATIONS OF LICENSOR UNDER THIS SECTION ARE MATERIAL. LICENSOR MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY CONCERNING MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. Service Levels Provided Licensee maintains and supplies remote access capability to Licensor's system, Licensor will use commercially reasonable efforts to correct and/or provide a work-around for any Software error, or hardware error if Licensor-provided hardware, reported by Licensee in accordance with the priority level reasonably assigned to such error by Licensee and the associated response obligations set forth below: Priority 1 Urgent Defined as a product Error that renders Licensor's system inoperative or causes the system to fail. Licensor promptly initiates the following procedures: (1) initial response to Licensee within thirty (30) minutes; (2) performs escalation procedures as reasonably determined by Licensor's support team (3) provides a work-around solution and/or Error correction within twenty-four (24) hours from initial response. Priority 2 Minor – system remains operative Defined as a product Error that causes only minor impact on the use of Licensor's system. Licensor promptly initiates the following procedures: (1) initial response to Licensee within thirty (30) minutes; (2) performs escalation procedures as reasonably determined by Licensor's support team (3) provides a fix for the Error no later than the next scheduled major release of Licensor's products. If Licensee experiences a Priority 1 Error and Licensor's products remain inoperative for more than the amount of time specified in the table below during a single calendar month, Supplier will credit the applicable percentage of any prepaid support fees ("SLA Credit") for that calendar month to Licensee's account. Unavailable Hours SLA Credit 0% 25% 50% 100% The notification of an Error to Licensor (or by Licensor) shall represent the start time for measuring unavailable hours. Service outage end time is based on Licensor's delivery of an acceptable work-around solution and/or Error correction or by Licensor's determination and communication to Licensee that the reported Error qualifies as a Priority 2 error as defined above. If Licensee experiences a Priority 2 error and Licensor does not resolve the error for more than the amount of time specified in the

table below during a single calendar month, Supplier will credit the applicable percentage of any prepaid support fees ("SLA Credit") for that calendar month to Licensee's account. Unavailable Hours SLA Credit 0% 25% 50% 100%