

CoStar License Agreement Subscription Form

FOR INTERNAL ONLY (Ref ID) 171970	
AE:	Brent Robbins
Routing Code:	
Business Code:	Government



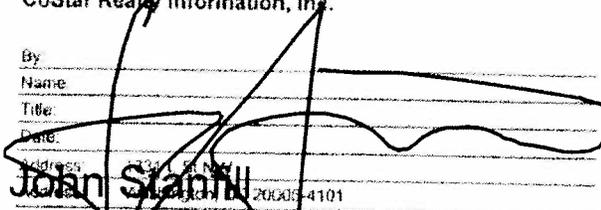
BILL TO:			
Licensee: Santa Fe County Assessor		Location ID: 24850422	
Address: 102 Grant Ave		City/State/Zip: Santa Fe, NM 87501-2061	
Fax:		Telephone: (505) 986-6200	
Bill-To Contact: Casey Lengacher		Email for Bill-to-Contact: clengac@santafecounty.org	
USE	BILLING CYCLE	PAYMENT METHOD	
Total No. Sites: 1	<input checked="" type="checkbox"/> Monthly	<input checked="" type="checkbox"/> Check	
Total No. Authorized Users (All Sites): 2	<input type="checkbox"/> Quarterly	<input type="checkbox"/> Automatic Withdrawal	
	<input type="checkbox"/> Yearly		
TERM	COMPS HISTORICAL DATA	KEY TOKENS	
One Year Initial Term	From (MM/YY): 8/2005 (COMPS Subscribers)	Total Number of Key Tokens:	
SCHEDULE OF SERVICES			
Site	Market	Product Description	Monthly License Fees (Before Tax)
24850422	New Mexico State	CoStar Comps -- All Property Types	\$482.00
24850422	New Mexico State	CoStar Property Web -- All Data	\$0.00
24850422	New Mexico State	CoStar Tenant Web -- All Data	\$0.00
24850422	US Data	CoStar For Sale Express -- All Data	\$0.00
24850422	New Mexico State	CoStar Professional Directory -- All Data	\$0.00
24850422	US Data	CoStar For Sale Professional -- All Data	\$0.00
Total Monthly Fees From Additional Schedule of Services			
Total Monthly License Fees:			\$482.00
One Time Implementation Fee:			\$299.00
One Time Key Token Fee:			
Notes:			
if began 8/31/2012, total cost for the year will be \$0,083. (12x\$482 + \$269).			
Includes statewide access to all CoStar Valuation/Assessment data products. Client can add an additional user at any point in time for a total of 3 user seats.			
Start Date of August 31, 2012			

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 Agreement. 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 Form 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 Licensed Product, Licensee agrees to comply with the Terms of Use and to regularly review such terms for updates 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 8/31/2012, the terms of this Agreement shall become null and void, provided, that if Licensee executes this Agreement after such date and CoStar countersigns this Agreement, then this Agreement shall be valid and binding on the parties. The person 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 acknowledge that this Agreement may be executed and delivered by facsimile and such facsimile shall constitute a legal and binding agreement on the parties.

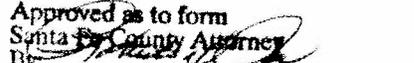
CoStar Realty Information, Inc.

Licensee

By: 
 Name: Joan Stanni
 Title: County Manager
 Date: 8.28.12
 Address: 102 Grant Ave
 Address: Santa Fe, NM 87501-2061

Signature: Katherine Miller
 Print Name: Katherine Miller
 Title: County manager
 Date: 8.28.12
 Address: 102 Grant Ave
 Address: Santa Fe, NM 87501-2061
 Fax #:

Thu Aug 30 2012 18:22:03

Approved as to form
 Santa Fe County Attorney
 By: 
 Date: August 22, 2012

CoStar License Agreement



AUTHORIZED SITE & USERS LIST	
Licensee: Santa Fe County Assessor	Location ID: 24850422
Address: 102 Grant Ave	City/State/Zip: Santa Fe, NM 87501-2061
Total Number of Authorized Users at Site 2	

USERS AT ABOVE LISTED SITE	
Primary Contact: Daniel King	Title:
Phone: (505) 986-6200	Fax:
Email: dking@co.santa-fe.nm.us	Key Token Needed? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Contact Name:	Title:
Phone:	Fax:
Email:	Key Token Needed? <input type="checkbox"/> Yes <input type="checkbox"/> No

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 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 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 Subscription Form, subject to and in accordance with the terms 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 Exclusive 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, analyst, appraiser, underwriter, asset manager, sales or other similar personnel at each licensed site must be an Authorized User and agree to notify CoStar if the number of such individuals at a site exceeds the number of Authorized Users set forth in this Agreement. An "Exclusive Contractor" is defined as an individual person working solely for Licensee and not also for themselves or another company with commercial real estate information needs and performing substantially the same services for Licensee as an employee of Licensee. (d) Licensee will ensure that access to and use of the Licensed Product, and the user names, passwords and any Key Tokens (collectively, the "Passcodes") used to access the Licensed Product are available only to Authorized Users, and will not allow anyone other than an Authorized User access 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 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 on, or provide access to any portion of the Licensed Product through, the Internet, any bulletin board system, any electronic network, any listing service or any other data sharing arrangement not 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) Licensee may display such photographs on its own web site photographs from the Licensed Product that depict properties that Licensee owns, controls, represents or holds exclusive, provided that under no circumstances shall such photographs be posted on any website that may compete with the Licensed Product; (2) use any portion of the Licensed Product to create, directly or indirectly, any database or product; (3) access or use the Licensed Product if you are a direct or indirect competitor of CoStar or provide any portion of the Licensed Product to a direct or indirect competitor of CoStar; (4) store, copy or export any portion of the Licensed Product into any database or other software program, except as set forth in Section 2(a); (5) modify, merge, disassemble or reverse engineer any portion of the Licensed Product; (6) use, reproduce, publish or compile any information for the purpose of selling or licensing such information or making such information publicly available; (7) use or distribute information that has been verified or confirmed by Licensee for the purpose of developing or contributing to the development of any database, product or service; or (8) use any portion of the Licensed Product in a manner that would violate any U.S., international, state or local law, regulation, rule or ordinance, including real estate practice, spam and privacy laws.

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 copying 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, Exclusive 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 trademark, service mark or trade name of CoStar.

4. Term. The term of this Agreement shall begin on the date of signature by CoStar, 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 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 at least 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. Licensee acknowledges that it is responsible for payment of License Fees pursuant to paragraph 5 for the entire Renewal Term unless the Agreement is canceled in accordance with the notice provisions of this paragraph. 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 shall begin on the Start Date. In addition to anything set forth herein, CoStar may: (a) on each anniversary of the last day 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 (CPI-U) for the previous twelve months; and (b) at any time during a Renewal Term increase the License Fees or charge other fees for any portion of the Licensed Product or service provided by CoStar, provided that if Licensee does not agree to the increase or charge implemented solely under this Section 5(b), then Licensee may give CoStar written notice of termination within sixty (60) days of CoStar's notice of such increase or charge, in which case Licensee shall continue to pay the License Fees in place before the proposed increase or charge 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 payment date. All fees shall be billed in advance in accordance with the billing cycle identified herein and are due not 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 1.5% per month 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, or elsewhere will be construed as an accord or satisfaction. The License Fees do not include party payment vendors, and any fees charged by such vendors shall be added to the License Fees payable hereunder. At 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, which is not discharged within 30 days of such filing. (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 Licensed 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) CoStar may interrupt the provision of any portion of the Licensed 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 Licensee shall continue 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. (d) If the Initial Term or a Renewal Term of this Agreement is designated to last more than one (1) calendar year, notwithstanding anything to the contrary in Section 4 hereof, Licensee may, on a one-time basis and upon written notice to CoStar, terminate such Initial or Renewal Term effective one year from the date CoStar receives such written notice, provided that such one-time termination right shall expire on July 1, 2017 or upon Licensee's exercise of its termination right under this subsection 6(d). (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 the foregoing, CoStar's remedies shall include any damages and relief available at law or in equity. If CoStar retains any third party to obtain any remedy to which it is entitled under this Agreement, CoStar shall be entitled to recover all costs, including attorney's fees and collection agency commissions, CoStar incurs.

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.

Initial Here

Last Revised: May 04, 2012

8. Licensed Product. 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. Licensee is responsible for all 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 provided to Licensee hereunder.

9. Information. 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 exclusively. 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, Licensee retains its rights 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 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 THIRD PARTY ARISING OUT OF OR RELATED TO ANY FAULTS, INTERRUPTIONS 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' AGGREGATE, CUMULATIVE LIABILITY RELATING TO THIS AGREEMENT AND USE OF THE LICENSED PRODUCT SHALL BE LIMITED TO LICENSEE'S ACTUAL, RECOVERABLE 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 PERIOD IMMEDIATELY PRECEDING THE DATE SUCH CLAIM ARISE. 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 AGREEMENT OR ANY USE OF THE LICENSED PRODUCT, EVEN IF COSTAR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE EXCLUSION OF DAMAGES IN THIS SECTION 10(c) IS INDEPENDENT OF LICENSEE'S EXCLUSIVE REMEDY AND SURVIVES IN THE EVENT SUCH REMEDY FAILS. (d) NO ACTION ARISING OUT OF OR PERTAINING TO THIS AGREEMENT MAY BE BROUGHT BY LICENSEE MORE THAN ONE (1) YEAR AFTER THE CAUSE OF ACTION HAS ARISEN. (e) 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 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 DISCLAIM 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. Assignment. 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 CoStar of any Authorized User's change of employment or contractor status with Licensee, including termination of an Authorized User's employment or contractual service 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 licensed by Licensee shall constitute part of the Licensed 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 CoStar, delivered to the address set forth on the Subscription Form, Attention: Director of Sales Administration, or to date of mailing, if delivered by overnight U.S. mail, one day after mailing, and if delivered by registered or certified mail, three days after the date of mailing, if delivered by overnight international mail, four days after mailing. Licensee agrees that CoStar may 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.

15. Force Majeure. None of the CoStar Parties shall have any liability for any damages resulting from any failure to perform any obligation hereunder or from any delay in the performance thereof due to causes beyond CoStar's control, including 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 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 allocated an aggregate amount of 100 megabytes of storage space in any CoStar Property Professional Licensed Product per Authorized User located at that site.

17. Choice of Law; Jurisdiction; Right to Elect Arbitration. This Agreement shall be construed under the laws of the District of Columbia, without regard to choice of law principles. CoStar irrevocably consents to the exclusive jurisdiction of the federal and state courts located in the District of Columbia for the purpose of any action brought against CoStar in connection with this Agreement or use of the Licensed Product. Licensee irrevocably consents to the jurisdiction and venue of the federal and state courts located in the District of Columbia, or in any State where Licensee's Authorized Users are located, for purposes of any action brought against Licensee in connection with this Agreement or use of the Licensed Product. Should CoStar file or threaten to file a judicial action against Licensee alleging violation of CoStar's intellectual property rights or violation of Section 2 of this Agreement, Licensee may elect to resolve CoStar's claims through binding arbitration to be governed by the Commercial Arbitration Rules of the American Arbitration Association and to be held in the District of Columbia pursuant to the laws of the District of Columbia. Such right must be invoked within twenty (20) days of CoStar's filing of or threat to file a judicial action commenced in state or federal court or in any arbitration proceeding. Provided, however, that nothing in this paragraph shall be construed to prohibit or prevent CoStar from requesting any legal or equitable relief or remedy of any kind in an action commenced in state or federal court or in any arbitration proceeding.

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 by Licensee, CoStar, or their respective representatives 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, illegal 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, illegal 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 Licensee, CoStar may suffer irreparable harm and shall be entitled to injunctive relief (without the necessity of posting a bond) as well as all other monetary remedies available at law or in equity. The failure of any party of 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 16 hereof will survive nonrenewal or termination of this Agreement.

Initial Here



Last Revised: May 04, 2012

FTC NOTICE

To settle concerns arising from CoStar Group, Inc.'s ("CoStar") proposed acquisition of LoopNet Inc. ("LoopNet"), CoStar has agreed to enter into a consent order (the "Order") with the Federal Trade Commission ("FTC"). This document explains some provisions of the Order that may affect how CoStar does business with you. The FTC and CoStar agreed that CoStar would send this document to you to be sure you are aware of the Order and its key terms.

This Order does not impose obligations on you. Rather, it gives you certain rights in your business dealings with CoStar. Below is a brief description of those rights, and directions on how you can get more information about the FTC's Order.

The Order makes clear that you may choose to do business and to provide commercial real estate listings and information to CoStar's competitors, and that CoStar won't offer you less favorable price or other contract terms because of that. CoStar may by contract continue to prohibit you from providing data from CoStar's database to CoStar's competitors. However, your contract allows you to provide CoStar's competitors with commercial real estate listings and information derived independently of CoStar's databases.

The Order also protects you from the early termination of your contract by CoStar except in certain circumstances. With a few exceptions, CoStar may not terminate its services without prior notice to you, unless: (1) CoStar obtains an order from a judge or an arbitrator; or (2) CoStar follows a procedure outlined in the Order that requires CoStar to provide written notice of the termination to the monitor appointed by the Commission, discuss the reasons for the termination with you within 2 days after the termination, and follow other steps. In many circumstances, you will have the right to arbitrate any contract dispute with CoStar.

The Order also ensures that CoStar will not penalize you if you provide commercial real estate listings or information to CoStar's competitors, endorse or invest in CoStar's competitors, or exercise your right to terminate a multi-year contract. CoStar may continue to charge different prices and offer different products to its customers, and may terminate or decline to renew contracts if customers do not agree to the contract terms permitted by the Order. However, the Order generally ensures that CoStar will not offer less favorable prices, product offerings, or other contract terms, and will not terminate your relationship with CoStar because you are doing business with CoStar's competitors.

The Order gives you additional protections with respect to how you purchase CoStar products. For example, CoStar may not require you to subscribe to one of CoStar's products as a condition to subscribing to another CoStar product. Similarly, CoStar may not require you to subscribe to products covering one or several geographic areas as a condition to subscribing to products covering other geographic areas. However, CoStar may continue to offer its customers discounts if they purchase more than one of CoStar's products or subscribe to products covering more than one geographic area. CoStar also may offer its listings and information products to its customers bundled together on new platforms, although CoStar has agreed that if it does, it will also continue to offer the products separately for about 3 years at commercially reasonable prices.

For more information: This document summarizes some but not all of the Order and its terms. CoStar's actual obligations are described in the Order itself, which you can read and download in its entirety on the Federal Trade Commission's web site at <http://www.ftc.gov/os/caselist/1110172/120426costardo.pdf>. If you have any questions about the Order, you may contact CoStar at ftccompliance@costar.com or the FTC at <http://www.ftc.gov/ftc/contact.shtml>. Guy Dorey is the FTC's monitor; you may reach him at guy@dorey.com.

**ADDENDUM
TO LICENSE AGREEMENT WITH
CoSTAR REALTY INFORMATION, INC.**

THIS ADDENDUM TO LICENSE AGREEMENT is made and entered into this ___ day of _____, 2012 by and between the County of Santa Fe, hereinafter referred to as the "Licensee", and CoStar Realty Information, Inc. ("CoStar"), whose principal address is 1331 L. Street NW, Washington, DC 20005-4101.

WHEREAS, pursuant to NMSA 1978, Section 13-1-126 and Paragraph 42 of the Santa Fe County Purchasing Manual, this procurement was determined by the Purchasing Manager to be a sole source procurement for the services required herein by the Santa Fe County Assessor;

WHEREAS, CoStar Group, Inc. is a commercial real estate company that provides information and data on commercial properties for sale and lease, comparable sales transactions and other real estate marketing information;

WHEREAS, the Santa Fe County Assessor is in need of information and data pertaining to economic data affecting commercial property values and appraisals, including but not limited to New Mexico office, retail, industrial, commercial land, multi-family, mixed-use properties and hospitality data consisting of income and expense analysis, capitalization rates, market sales, listing data, property characteristics and other related data used to appraise commercial properties;

WHEREAS, CoStar has proposed a License Agreement which is acceptable in part but requires the removal of certain terms and the addition of other terms;

WHEREAS, both parties desire to enter into the License Agreement with modified and additional items;

NOW THEREFORE, it is mutually agreed between the parties that the following provisions shall be incorporated into the CoStar License Agreement Terms and Conditions as if fully set forth therein:

Paragraph 6. Termination. The last full sentence of this paragraph 6 is deleted in its entirety. ~~"If CoStar retains any third party to obtain any remedy to which it is entitled under this Agreement CoStar shall be entitled to recover all costs, including attorney's fees and collection agency commissions, CoStar incurs."~~

Paragraph 12. Assignment. The following provision is inserted at the end of this paragraph:

CoStar shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written notice to and approval by Licensee. Notwithstanding the foregoing, CoStar has the right to assign this Agreement to a successor in interest whether by merger, stock sale or acquisition, or corporate restructuring. Any attempted assignment or transfer without prior written notice to Licensee shall be null and void and without any legal effect.

~~**Paragraph 17. Choice of Law; Jurisdiction; Right to Elect Arbitration** is supplemented by adding the following provision.~~

Licensee, as a customer of Costar agrees to abide by the provisions of FTC File No. 111 0172, dated April 26, 2012 with respect to provisions that pertain to the business relationship between CoStar and its customers. Pursuant to the option to choose arbitration under Section III.D of such Order, Licensee expressly declines to arbitrate any dispute in which CoStar has filed or threatens to file, a judicial action against Licensee alleging violation of CoStar's intellectual property rights or violation of Section 2 of the CoStar License Agreement.

Licensee's Authorized Users are exclusively located in Santa Fe, New Mexico. Licensee does not consent to the jurisdiction and venue of the federal or state courts in the District of Columbia pursuant to Paragraph 17 of the License Agreement for any suit brought by Licensee against CoStar. Licensee irrevocably consents to the exclusive jurisdiction of the state district court or federal court located in the State of New Mexico for the purpose of any action brought against Licensee in connection with this Agreement or use of the Licensed Product.

Paragraph 18. Miscellaneous. The second full sentence is deleted in its entirety. "~~Licensee agrees to keep the terms of this Agreement strictly confidential.~~" The following provisions are inserted at the end of Paragraph 18:

CONFIDENTIALITY: Licensee is a political subdivision of the State of New Mexico and a public governmental entity whose records are subject to the New Mexico Inspection of Public Records Act, Section 14-2-1, NMSA 1978. Confidential data is normally restricted to confidential financial information concerning CoStar's organization and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act, 57-3A-1 to 57-3A-7, NMSA 1978.

If a request is received for disclosure of the terms of this Agreement, the Licensee shall examine the request and make a written determination that specifies which portions of this Agreement should be disclosed. Licensee shall notify CoStar of any request for inspection and unless CoStar takes legal action to prevent the disclosure of the terms of this Agreement, the terms of this Agreement will be disclosed. This Agreement is a public record whose inspection is subject to any statutory prohibition on the disclosure of confidential data.

APPROPRIATIONS AND AUTHORIZATION: This Agreement is contingent upon sufficient appropriations and authorizations being made for performance of this Agreement by the Board of County Commissioners of Santa Fe County and/or, if state funds are involved, the Legislature of the State of New Mexico. If sufficient appropriations and authorizations are not made in this or future fiscal years, this Agreement shall terminate upon written notice by Licensee to CoStar. Such termination shall be without penalty to Licensee, and Licensee shall have no duty to reimburse CoStar for expenditures made in the performance of this Agreement. Licensee is expressly not committed to expenditure of any funds until such time as they are programmed, budgeted, encumbered and approved for expenditure by the Board of

County Commissioners. Licensee's decision as to whether sufficient appropriations and authorizations have been made for the fulfillment of this Agreement shall be final and not subject to challenge by CoStar in any way or forum, including a lawsuit.

LICENSEE'S LIABILITY AND LIMITATION: No provision of this Agreement modifies or waives any sovereign immunity or limitation of liability enjoyed by Licensee or its "public employees" at common law or under the New Mexico Tort Claims Act, NMSA 1978, § 41-4-1, et seq.

IN WITNESS WHEREOF, the parties have executed this Addendum this as of the date first written above.

Santa Fe County


Katherine Miller
Santa Fe County Manager

8.28.12
Date

APPROVED AS TO LEGAL FORM:


Stephen C. Ross
Santa Fe County Attorney

August 22, 2012
Date

FINANCE DEPARTMENT APPROVAL:


Teresa C. Martinez
Santa Fe County Finance Director

8/29/12
Date

CoStar Realty Information, Inc.

Signature and Title

Date

John Stanfill

Thu Aug 30 2012 18:21:46

FEDERAL IDENTIFICATION NUMBER:

8/31/2012

CoStar Group, Inc.
1331 L St. NW
Washington DC 20005-4101

Attn: CoStar Contracts Department,

Please consider this letter our formal statement not to renew Santa Fe County's subscription with CoStar after the initial term ending 8/31/2013. We do not want access to automatically renew into a 2nd year unless we inform you otherwise.

Regards,

x 

Santa Fe County Assessor

102 Grant Ave

Santa Fe, NM 87501-2061

(LocID 24850422)