CITY CLERK
ORIGINAL

C-9361
11/07/2014

CoStar License Agreement Subscription Form

FOR INTERNAL ONLY (Ref ID) 278933
AE Gina Ducy
Routing Code
Business Code Area Associations

CoStar™

BILL TO:			
Licensee	City of Glendale	Location ID	133628
Address	5850 W Glendale Ave, Suite 217	City/State/Zip	Glendale, AZ 85301
Fax	(623) 931-5730	Telephone	(623) 930-2000
Bill-To Contact	Suzie Ricard	Email for Bill-to Contact	sricard@glendaleaz.com

USE	BILLING CYCLE	PAYMENT METHOD
Total No Sites 1	☐ Monthly	☑ Check
Total No Authorized Users (All Sites) 1	☐ Quarterly ☑ Yearly	☐ Automatic Withdrawal
TERM	**COMPS HISTORICAL DATA**	**KEY TOKENS**
Three Years Initial Term	From (MM/YY) 1/1990 COMPS Subscribers	Total Number of Key Tokens 0

SCHEDULE OF SERVICES

Site	Market	Product Description	Monthly License Fees (Before Tax)
133628	PHOENIX	CoStar Comps -- All Property Types	$255 08
133628	Phoenix	CoStar Tenant Web -- All Data	$371 00
		Total Monthly Fees From Additional Schedule of Services	
		Total Monthly License Fees	$626 08
		One Time Implementation Fee	$0 00
		One Time Key Token Fee	$0 00

Notes City of Glendale elected for a 3 year contract with fixed annual increase of 2 5% as shown below This contract is not subject to an annual CPI increase pursuant to Paragraph 5 except as noted above during the 3 year term Year 1 7/1/2014 - 6/30/2015 1 User - 2 Product - Property and Comps - $626 08 /mo Year 2 7/1/2015 - 6/30/2016 1 User 2 Product - Property and Comps - $641 73 /mo Year 3 7/1/2016 6/30/2017 1 User - 2 Product - Property and Comps - $657 77 /mo This Agreement supercedes the license agreement between Licensee and CoStar dated 5/17/2010 relating to the provision of CoStar Suite, except for those terms that survive termination and any outstanding license fees
Addendum 1 & 2 attached

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 5/31/2014 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.

By
Name
Title
Date
Address 3
Address. Wa

Max Linnington
Fri Aug 15 2014 15:42:56

Licensee

Signature Jean R Moreno
Print Name Jean R. Moreno
Title Program Administrator
Date 8-5-14
Address 5850 W Glendale Ave, Suite 217
Address Glendale AZ 85301
Fax #

ATTEST:
City Clerk

Approved as to form

City Attorney

CoStar License Agreement

CoStar

Licensee	City of Glendale	Location ID	133628
Address	5850 W Glendale Ave, Suite 217	City/State/Zip	Glendale, AZ 85301
Total Number of Authorized Users at Site	1		

USERS AT ABOVE LISTED SITE

Contact Name	Kristen Stephenson	Title	Business Attraction Manager
Phone	(623) 930-2986	Fax	(623) 931-5730
Email	KStephenson@glendaleaz.com	Key Token Needed?	☐ Yes ☑ No

CoStar

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 agrees to notify CoStar if the number of such individuals at a site exceeds the number of Authorized Users set forth in this Agreement An "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, or modify or create derivative works of the Licensed Product (c) Notwithstanding any other provision herein, Licensee shall not (1) upload, post or otherwise transmit any portion of the Licensed Product on, or provide access to any portion of the 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 solely on its own web site photographs from the Licensed Product that depict properties that Licensee owns controls, represents or holds exclusives, 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 any 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 date All fees shall be billed in advance in accordance with the billing cycle identified herein and are due net fifteen days All payments received after the due date will incur a late payment charge from such due date until paid at a rate equal to the lesser of 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 sales use, excise or any other taxes or fees now or hereafter imposed by any governmental authority with respect to the Licensed Products CoStar shall not be bound to use third 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 good faith determination of any violation by Licensee of any provision of Section 1 2, 3, or 13(a) hereunder or any material provision of any other agreement between the parties or (2) in the event that CoStar discontinues a particular market or markets that form a part of the License Product or discontinues a particular product 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 good faith determination of any violation by Licensee of any provision of Section 1, 2 3 or 13(a) hereunder or any material provision of any other agreement between the parties and Licensee shall continue to be responsible for all License Fees provided that Licensee shall not be responsible for license fees for an interrupted period if there was not an actual violation CoStar will restore the provision of the Licensed Product only if all amounts due hereunder are paid and if in CoStar's reasonable opinion CoStar has received satisfactory assurances as to the cessation of the violation (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 August 31, 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

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 exclusives Licensee hereby grants to CoStar an irrevocable non-exclusive license with respect to CoStar's and its affiliates' databases to use, modify reproduce and sublicense with respect to commercial real estate information available on Licensee's web site CoStar acknowledges that if Licensee

provides CoStar with any information or images, 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 EXCEEED THE TOTAL AMOUNT OF LICENSE FEES ACTUALLY PAID TO COSTAR UNDER THIS AGREEMENT DURING THE TWELVE MONTH PERIOD IMMEDIATELY PRECEDING THE DATE SUCH CLAIM AROSE RECOVERY OF THIS AMOUNT SHALL BE LICENSEE'S SOLE AND EXCLUSIVE REMEDY (c) UNDER NO CIRCUMSTANCES WILL ANY OF THE COSTAR PARTIES BE LIABLE FOR ANY INDIRECT INCIDENTAL, PUNITIVE EXEMPLARY, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION LOST PROFITS, ARISING OUT OF, BASED ON, RESULTING FROM OR IN CONNECTION WITH THIS 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 such other address as CoStar may specify All notices will be deemed given if delivered personally, on the day of delivery, if mailed by registered or certified mail, three days after the date of mailing, if delivered by overnight U S mail, one day after mailing and if delivered by overnight international mail four days after mailing Licensee agrees that CoStar may include notices on invoices sent to Licensee by regular mail

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 allotted 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 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 at any time to require full performance of any provision hereof will in no manner affect the right of such party at a later time to enforce the same Headings are for reference only The provisions of Sections 2(b) 2(c) 3, 5 6(e) 7 and 10 through 18 hereof will survive nonrenewal or termination of this Agreement

ADDENDUM
COSTAR LICENSE AGREEMENT

CoStar further agrees as follows:

I. Immigration Law Compliance.

A. CoStar, and on behalf any subcontractor, warrants, to the extent applicable under A.R.S. § 41-4401, compliance with all federal immigration laws and regulations that relate to their employees as well as compliance with A.R.S. § 23-214(A) which requires registration and participation with the E-Verify Program.

B. Any breach of warranty under subsection (A) above is considered a material breach of this Agreement and is subject to penalties up to and including termination of this Agreement.

C. Licensee, City of Glendale ("City") retains the legal right to inspect the papers of CoStar or subcontractor employee who performs work under this Agreement to ensure that CoStar or any subcontractor is compliant with the warranty under subsection (A) above.

D. City may conduct random inspections, and upon request of the City, CoStar shall provide copies of papers and records demonstrating continued compliance with the warranty under subsection (A) above. CoStar agrees to keep papers and records available for inspection by the City during normal business hours and will cooperate with City in exercise of its statutory duties and not deny access to its business premises or applicable papers or records for the purposes of enforcement of this Section I.

E. CoStar agrees to incorporate into any subcontracts under this Agreement the same obligations imposed upon itself and expressly accrue those obligations directly to the benefit of the City. CoStar also agrees to require any subcontractor to incorporate into each of its own subcontracts under this Agreement the same obligations above and expressly accrue those obligations to the benefit of the City.

F. CoStar's warranty and obligations under this Section I to the City are continuing throughout the term of this Agreement or until such time as the City determines, in its sole discretion, that Arizona law has been modified in that compliance with this section is no longer a requirement.

G. The "E-Verify Program" above means the employment verification program administered by the United States Department of Homeland Security, the Social Security Administration, or any successor program.

II. Conflicts. This Agreement is subject to cancellation for conflicts of interest under the provisions of A.R.S. § 38-511.

Approved: _____
Printed Name: Jonathan Coleman
Date: 9/24/14