

The County Board of Arlington County, Virginia	
[2100 Clarendon Blvd, Ste. 500, Arlington, VA 22201]	
Scott Bridge	[Loc]



Addendum to License Agreement

This Addendum to the License Agreement (the "Addendum") is made as of the date hereof by and between CoStar Realty Information, Inc. ("Licensor") and The County Board of Arlington County, Virginia ("Licensee") and is executed pursuant to and made a part of the License Agreement signed by Licensee on [June 29, 2021], for the provision of Licensor's commercial real estate information service(s) (the "License Agreement"). This Addendum modifies the Terms and Conditions set forth in the CoStar Information Subscription Form. Any capitalized term used in this Addendum and not otherwise defined shall have the meaning set forth in the Agreement.

NOW THEREFORE, Licensor and Licensee agree that the License Agreement shall be amended as follows:

1. In the second sentence of Section 2(a), subpart (ii) is hereby deleted.
2. The third to last and second to last sentences in Section 3 are hereby deleted and replaced with the following:

"To the extent allowable by the law of the Commonwealth of Virginia, 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. Licensee shall use commercially reasonable efforts to avoid the use or reproduction of any trademark, service mark or trade name of CoStar or its licensors without CoStar's consent."

3. The following new paragraph is hereby added at the end of Section 4:

"Payments for the Initial Term or any Renewal Term by the Licensee to CoStar pursuant to this Agreement are subject to the availability of an annual appropriation for such term by the County Board of Arlington County, Virginia ("Board"). In the event that the Board does not appropriate funds for the goods or services provided under this Agreement, the Licensee will terminate the Agreement, without termination charge or other liability to the Licensee, on the last day of the fiscal year or when the previous appropriation has been spent, whichever event occurs first."

4. Section 6(d) is hereby deleted and replaced with the following:

"Upon Licensee's uncured breach of any term of this Agreement, all License Fees and all other fees payable hereunder at the time of such breach 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."

5. The third sentence in Section 7 is hereby deleted and replaced with the following:

“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 solely to the extent allowable by the law of the Commonwealth of Virginia, under Licensee’s reasonable supervision and Licensee shall cooperate in the conduct of the audit.

6. Section 10(d) is hereby deleted.

7. Section 14 is hereby deleted and replaced with the following:

“14. INTELLECTUAL PROPERTY INDEMNIFICATION

CoStar warrants and guarantees that in providing services under this Contract neither the CoStar nor any subcontractor is infringing on the intellectual property rights (including, but not limited to, copyright, patent, mask and trademark) of third parties.

If CoStar or any of its employees or subcontractors uses any design, device, work or material that is covered by patent or copyright, it is understood that the invoiced amount includes all royalties, licensing fees, and any other costs arising from such use in connection with the Work under this Contract.

CoStar covenants for itself, its employees and its subcontractors to save, defend, hold harmless, and indemnify Arlington County and all of its elected and appointed officials, officers, current and former employees, agents, departments, agencies, boards and commissions (collectively the “County Indemnitees”) from and against any and all claims, losses, damages, injuries, fines, penalties, costs (including court costs and attorneys’ fees), charges, liability or exposure for infringement of or on account of any trademark, copyright, patented or unpatented invention, process or article manufactured or used in the performance of this agreement. This indemnification is limited to those portions of the Licensed Product provided by CoStar and delivered to Licensee and does not cover third-party claims arising from modifications to the Licensed Product by Licensee or to any use of the Licensed Product outside the scope of this Agreement. This duty to save, defend, hold harmless and indemnify will survive the termination of this agreement and, notwithstanding anything to the contrary in this Agreement, shall not be subject to the CoStar’s limitation of liability in Section 10 above.”

8. Section 18 is hereby deleted.

9. Licensor and Licensee agree that, except as expressly provided above, all of the terms of the Agreement will remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum on the day and year set forth below and do each hereby warrant and represent that their respective signatories, whose signatories appear below, have been and are on the date hereof duly authorized by all necessary and appropriate action to execute this Addendum.

CoStar Realty Information, Inc.:

By: _____
Name: _____
Title: _____
Date: 7-9-2021

Licensee:

By: DocuSigned by: Arlene Palmer
Name: Arlene Palmer
Title: Buyer
Date: 6/29/2021