

## MapIT Trial Agreement

This MapIT Trial Agreement (“Agreement”) is a legal agreement between you and your organization (collectively, “You”) and Jones Lang LaSalle Americas, Inc. and its affiliates (collectively, “JLL”). If you are agreeing to these terms as an individual “You” refers to you individually. If you are agreeing to these terms as a representative of an entity, you represent that you have the authority to bind that entity and “You” refers to that entity. By downloading, installing, or otherwise using any of JLL’s software applications or platforms (each, a “Product”), whether via desktop, mobile application, web, hosted service, or otherwise (each, a “Device”), You acknowledge that you are at least the age of majority in the jurisdiction in which you reside, that you have reviewed and accept this Agreement, and that you agree to be bound by all of its terms. If you are not the age of majority in the jurisdiction in which you are located or do not agree with all of the terms of this Agreement, you are not authorized to use or operate any product and you may not download, install, copy, or otherwise use any product. In this Agreement “including” means “including, without limitation”. The date you first use the Platform is the Effective Date.

**BACKGROUND.** JLL is the owner of a proprietary platform for data connectivity, analysis, and discovery of commercial real estate as described in Attachment A (the “Platform”). The purpose of this Agreement is to enable You to evaluate the Platform for internal use only to evaluate a possible broader commercial relationship with JLL (the “Purpose”).

**NOW, THEREFORE,** the parties agree as follows:

- 1. Software as a Service.** Subject to the terms and conditions of this Agreement, JLL grants to You, a nonexclusive, limited, non-transferable, non-sublicensable right to access the Platform during the Term, solely for the Purpose. You are entitled to access and use the Platform solely in accordance with Exhibit A.
- 2. Changes to Platform.** JLL may update, upgrade, modify, change, remove features, and/or data, improve, and/or redesign the Platform at any time, including, but not limited to suspending or ceasing availability of the Platform (“Platform Changes”) with or without giving notice or having any liability to You.
- 3. Restrictions.** You will not, directly or indirectly, not: (a) reverse engineer, decompile, disassemble or otherwise attempt to discover the object code, source code, or underlying ideas or algorithms of the Platform; (b) modify, translate, or create derivative works based on any element of the Platform; (c) rent, lease, loan, license sublicense, distribute, sell, resell, assign, or otherwise transfer rights to use the Platform; (d) use the Platform for timesharing purposes or otherwise for the benefit of any person or entity other than for internal evaluation by You; (e) remove any proprietary notices from the Platform; (f) use the Platform for any purpose other than the Purpose; (g) interfere with or disrupt the integrity or performance of the Platform; (h) introduce any Open Source Software or any malicious code into the Platform; (i) attempt to gain unauthorized access to the Platform or its related systems or networks; (j) remove, circumvent, disable, damage, or otherwise interfere with security-related features of the Platform, features that prevent or restrict use or copying of any content accessible through the Platform, or features that enforce limitations on use of the Platform; or (k) distribute any portion of the Platform or any output of the Platform. You additionally acknowledge that all You agree to JLL’s EULA, available at <https://www.jllt.com/legal-agreements/jllt/eula-end-user-license-agreement/> or a replacement location provided by JLL.

4. **Reservation of Rights.** Except as expressly granted in this Agreement, there are no other rights or licenses granted to You, express, implied, or by way of estoppel. All rights not granted in this Agreement are reserved by JLL.

5. **Title.** Subject to the license granted hereunder, as between the parties, JLL retains all right, title and interest in and to the Platform and all derivatives, improvements, and modifications thereto, and all intellectual property rights therein.

6. **Confidential Information.** “**Confidential Information**” means: (i) the Platform, the Feedback, any portion of any of the foregoing and any related documentation; (ii) any other non-public information disclosed by JLL, including information with respect to the business or technology of such party that is marked as confidential or proprietary, identified as confidential or proprietary, or which should reasonably be understood to be confidential or proprietary given its content and circumstances of disclosure. Confidential Information does not include information which You can show (a) is or becomes a part of the public domain without any breach of this Agreement; (b) is in Your possession prior to the disclosure by JLL, or (c) is subsequently disclosed to You by a third party having a lawful right to make the disclosure and not under any duty of confidentiality. You will use at least the same degree of care in keeping the Confidential Information confidential as it uses for Your own confidential information of a similar nature, but in any event no less than reasonable care. You will not disclose or distribute the Confidential Information to any third party, except only those employees of receiving party who must examine or otherwise possess the Confidential Information for the Purpose, and who have previously agreed to be bound by the restrictions of this Agreement or are bound under the terms of their written employment with You by non-disclosure and non-use obligations no less restrictive than those set forth herein. You are responsible for the actions and inactions of those employees as if such had been Your actions and inactions. You may disclose Confidential Information when required to be disclosed by law or a court order, provided You provide prompt written notice of the required disclosure to JLL and cooperate with JLL as reasonably necessary to limit or eliminate such requirement.

7. **Feedback.** You may provide JLL on a regular basis with suggestions, comments, ideas, and feedback with respect to the Platform (“**Feedback**”). You agree that all rights, including intellectual property rights, in Feedback will belong exclusively to JLL and that Feedback will be considered JLL's Confidential Information. You will take all actions requested by JLL as necessary to assign any rights or title in Feedback to JLL and warrants that no creator of any Feedback will exercise any moral rights in any Feedback.

8. JLL will use commercially reasonable efforts to maintain administrative, physical, and technical safeguards for protection of any data You store in JLL's systems providing the Platform, consistent with what JLL and its affiliates supply generally to its other users of evaluation environments. JLL's privacy policy is available at <https://www.us.jll.com/en/privacy-statement>, or other replacement location as provided, upon request by JLL (“**Privacy Policy**”). You warrant, without limitation, that no information, data, or other material, provided by You, or anyone operating their respective directions or control, will be subject to any laws regarding data privacy, including, but not limited to General Data Protection Regulation (EU) 2016/679 or any similar law or regulation in the United States, the United Kingdom, or elsewhere.

9. You will defend, indemnify, and hold harmless JLL, its affiliates, and their respective directors, officers, and employees against all settlement amounts approved by You and any liabilities, damages, losses, costs, fees (including legal fees), and expenses in connection with any losses, third-party claim, or legal proceeding (including action by a government authority) to the extent arising from Your use of the Platform in contravention of breach of this Agreement by Company or anyone Your direction or control.

10. **Authorized Use.** You will be solely responsible for Your actions while using the Platform. You agree: (a) to comply with Law; (b) not to upload in any way any information or content to the Platform that may contain malicious code or data that may damage the operation of the Platform or another's computer or mobile device; (c) not to use the Platform for illegal, fraudulent, unethical, or inappropriate purposes; (d) not to use the Platform in any manner that impairs the Platform; and (e) to comply with all regulations, policies, and procedures of networks connected to the Platform and JLL's service providers.

11. **Warranty Disclaimer. The Platform is provided "as is" and without any warranties, except as expressly set forth herein. JLL disclaims any implied or statutory warranties in respect of the Platform, including any warranties of merchantability, fitness for a particular purpose, or non-infringement.**

12. **Limitation of Liability. JLL will have no liability for any indirect, special, incidental, or consequential damages (including, without limitation, any lost profits, lost business opportunities or lost data) under this Agreement or in respect of the Platform, whether or not JLL has been advised of the possibility of such damages. In no event will JLL's liability under this agreement exceed five hundred dollars (\$500).**

**You acknowledge that the terms in this Section 12 (Limitation of Liability) apply to the maximum extent permitted by applicable law and apply even if an exclusive or limited remedy fails of its essential purpose without regard to whether such claim is based in contract, tort (including negligence), product liability or otherwise.**

13. **Term and Termination.** Unless this Agreement is terminated sooner pursuant to this Section, this Agreement will commence on the Effective Date and continue for a week (the "Term"). Either party may terminate this Agreement for cause immediately, upon notice, for a breach that cannot reasonably be cured. This Agreement together with the license granted hereunder will terminate immediately in the event of Your use of the Platform for purposes other than the Purpose or any other failure of You to comply with any provision of this Agreement. Following termination or expiration of the Agreement, You will cease any further use of the Platform, and at the instruction of JLL, either return or destroy the Confidential Information disclosed to You. Notwithstanding the preceding, JLL can terminate this Agreement at any time upon notice to You.

14. **Assignment.** JLL may assign this Agreement to an Affiliate at any time. Any other assignment will be subject to the written consent of the non-assigning party. Breach of this Section 14 will be deemed an uncureable material breach.

15. **Governing Law; Venue.** This Agreement is governed by the laws of the State of New York (excluding its conflict-of laws principles), and the exclusive venue for any related dispute is the courts of New York, New York.

16. **Miscellaneous.** This Agreement sets forth the entire understanding between the parties with respect to the subject matter herein and supersedes all prior, contemporaneous, and subsequent (unless made as an amendment hereto) written agreements and discussions concerning the subject matter of this Agreement. If any clause of this Agreement is determined to be void or unenforceable by a court of competent jurisdiction, such clause will be interpreted as necessary to give maximum force to the provisions thereof, and the validity and enforceability of the remainder of this Agreement will not be affected. All notices in connection with this Agreement must be in writing and will be given to JLL at [JLLTLaw@jll.com](mailto:JLLTLaw@jll.com), and to You at the email address in JLL's records.

## Exhibit A

### **Services**

Access as a client to an interactive tool, developed on MapIT, Esri's web-based mapping software. The client will be able to navigate the tool by using the credentials provided by JLL.