

Professional Services Agreement – United Kingdom

This Reseller and Professional Services Agreement (the "**Agreement**") is made on "[DATE]" ("**Effective Date**") by and between [REDACTED] ("**Customer**") and Jones Lang LaSalle [Services Limited] and its affiliates ("**JLL**"). In consideration of the mutual promises set forth herein, the parties agree as follows:

1. PRODUCTS AND SERVICES.

Subject to the terms and conditions of this Agreement, JLL agrees to perform professional services related thereto ("**Services**") and may resell certain third-party technology products ("**Products**") as set forth in an applicable Statement of Work ("**SOW**"). Each SOW will be executed by both parties and describe the Services to be performed, and if applicable any Products, applicable fees and any other terms that apply to that specific SOW. Unless expressly agreed to in writing, this Agreement will take precedence in the event of a conflict between the terms of this Agreement and a SOW.

2. COMPENSATION; INVOICES.

- 2.1 Customer will compensate JLL for Products and Services rendered as set forth in an SOW.
- 2.2 JLL will invoice Customer for its fees, expenses and costs incurred during that month. Customer will pay each invoice within 30 days from receipt of invoice. JLL will provide Customer with notice of any late payment; Delinquent payments will earn interest at the rate of 1.5% per month from the due date until paid.

3. INTELLECTUAL PROPERTY RIGHTS.

- 3.1 Work Product. Customer is the sole and exclusive owner of all Work Product created pursuant to this Agreement. For purposes of this Agreement, "**Work Product**" means any reports, memoranda, notes, project files, documents, manuals, and other materials developed pursuant to this Agreement specifically for Customer, including equipment inventories, maintenance schedules, equipment repair/replacement records, designs, drawings, specifications. Work Product does not include (i) any materials, training manuals, processes, know how or intellectual property owned or licensed by JLL; (ii) JLL Technology or JLL's information technology systems or software; or (iii) derivatives, modifications, or improvements of the foregoing created by or on behalf of JLL or its third party suppliers whether prior to or after the Effective Date (collectively, "**JLL Materials**"), and (iv) Products. JLL hereby grants Customer a non-exclusive, perpetual, irrevocable, fully-paid-up, non-transferable, royalty-free license to use any JLL Materials that are (i) incorporated in any Work Product, or (ii) necessary for the use of any Work Product. This Section shall survive any termination or expiration of this Agreement.
- 3.2 License. If any subscription to JLL Technology provided as part of Services, JLL hereby grants to Customer, during the Term, a worldwide, revocable, non-exclusive, non-sublicensable license to use and access the JLL Technology solely for Customer's internal business purposes in accordance with any documentation and other materials provided by JLL under this Agreement and applicable SOW. For purposes of this Agreement, "**JLL Technology**" means the information technology systems, software, platforms and tools of JLL, its affiliates, subsidiaries and licensors, and all intellectual property rights in any of the foregoing. Except as specifically set forth herein, no license, either express or implied, is granted by JLL to Customer hereunder with respect to any JLL Technology or the intellectual property rights appurtenant thereto. Customer may not: (i) reverse engineer, disassemble or decompile the JLL Technology; (ii) sell, rent, lease, sublicense, distribute or otherwise make the JLL Technology available to any third party by time-sharing or otherwise, except for any employees, management personnel, representatives, agents or contractors of Customer; (iii) modify, copy, alter or create any derivative works in or to the JLL Technology.
- 3.3 Product Terms. For third party technology product resold hereunder, Customer may be required to comply with or agree to certain end user license agreement terms and conditions (EULA) related to the Products. In addition, Customer is responsible for its own connectivity, networks, hardware and software and compliance and usage related thereto, and the cyber security of any of its networks. JLL shall have no liability with respect to Customer's cybersecurity, network access or any of the Products, and does not make any warranties, express or implied, statutory or otherwise, with respect to the Products.

4. REPRESENTATIONS AND WARRANTIES.

Each party represents and warrants that: (a) it has the right to enter into this Agreement; (b) that it is financially capable of fulfilling all requirements of this Agreement; (c) that it will at all times comply with all applicable federal, state and local laws, regulations, rules, ordinances, orders and decrees, and (d) that it is not subject to any legal proceedings or contractual obligations that would prohibit it from

entering into this Agreement or performing hereunder. JLL agrees that it will use personnel, equipment and materials qualified and/or suitable to perform the Services.

5. **INSURANCE.** JLL will maintain, at its sole cost and expense, the insurance set forth in Appendix 1.

6. **INDEMNIFICATION.**

6.1 JLL Indemnity. JLL agrees to defend, indemnify and hold harmless Customer and its respective officers, directors, employees, agents, partners, affiliates, successors and assigns from and against any and all demands, losses, expenses, damages, liabilities, fines, and penalties asserted against Customer by a third party, including, without limitation, costs, expenses and attorneys' fees incident thereto ("**Third Party Claims**"), to the extent arising from or relating to: (a) any claim that the Work Product or JLL Materials infringe any copyright, patent, trademarks, trade secrets, or other intellectual property rights of any third party; and (b) for any physical damage to real or tangible property and bodily injuries and death to all persons to the extent caused by the negligent acts, errors or omissions of JLL.

6.2 Customer Indemnity. Customer agrees to defend and hold harmless JLL and its respective officers, directors, employees, agents, partners, affiliates, successors and assigns from and against any and all Third Party Claims, to the extent arising from or relating to: (a) any claim that Customer's data, materials and document and/or Customer's misuse of the Products infringe any copyright, patent, trademarks, trade secrets, or other intellectual property rights of any third party; and (b) for any physical damage to real or tangible property and bodily injuries and death to all persons to the extent caused by the negligent acts, errors or omissions of Customer; and for all expenses (including reasonable attorney's fees) incurred by JLL in connection therewith.

7. **LIMITATIONS ON LIABILITY.** EXCEPT FOR LIABILITY ARISING OUT OF OR RELATED TO BREACH OF CONFIDENTIALITY, A BREACH OF A PARTY'S INTELLECTUAL PROPERTY RIGHTS OR A THIRD PARTY CLAIM SUBJECT TO INDEMNIFICATION, NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY, INCLUDING BUT NOT LIMITED TO CONTRACT, PRODUCTS LIABILITY, STRICT LIABILITY, AND NEGLIGENCE, AND WHETHER OR NOT IT WAS OR SHOULD HAVE BEEN AWARE OF, OR WAS ADVISED OF, THE POSSIBILITY OF SUCH DAMAGES. TO THE EXTENT PERMITTED BY LAW, IN NO EVENT WILL JLL'S TOTAL CUMULATIVE LIABILITY TO CUSTOMER UNDER THIS AGREEMENT EXCEED THE FEES PAID OR PAYABLE BY CUSTOMER TO JLL FOR THE PRODUCTS AND SERVICES PROVIDED IN THE YEAR IN WHICH THE CLAIM OCCURS, REGARDLESS OF THE FORM OF THE ACTION OR THE THEORY OF RECOVERY.

8. **ASSIGNMENT.** This Agreement shall not be assignable by either party without the prior written consent of the other party, except that either party may assign this Agreement to any affiliate of such party or any entity which acquires all or substantially all of its assets through a merger, consolidation or otherwise. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of each party's respective legal representatives, successors and permitted transferees and assigns.

9. **SUBCONTRACTING.** JLL may utilize any subcontractor in its performance of the Services without Customer's prior written approval. JLL's use of any subcontractor will not relieve JLL of any of its obligations or liabilities under this Agreement. **10. CONFIDENTIALITY.**

10.1 **Confidential Information.** During the course of performing and receiving Services, JLL and Customer may have access to information of the other that is confidential to one another ("**Confidential Information**") including, without limitation, specifications, business methods, marketing strategies, pricing, competitor information, the terms of this Agreement, and financial results. Confidential Information will not include any information that (a) is already known by the recipient party or its affiliates, free of any obligation to keep it confidential, (b) is or becomes publicly known through no wrongful act of the receiving party or its affiliates, (c) is received by the receiving party from a third party without any restriction on confidentiality, (d) is independently developed by the receiving party or its affiliates, (e) is disclosed to third parties by the disclosing party without any obligation of confidentiality or because of valid order, rule, regulation or law, or (f) is approved for release by prior written authorization of the disclosing party. The parties agree to maintain the confidentiality of the Confidential Information and to use best efforts (which are at least the same used to protect its own Confidential Information) to protect from public disclosure the other party's Confidential Information by preventing any unauthorized copying, use, distribution, installation or transfer of possession of such information. Each party may use the Confidential Information received from the other party only in connection with fulfilling its obligations hereunder. For the purposes of this Section, the term "**Confidential Information**" will mean any and all confidential and proprietary information, data, and

documentation, including business and financial information, Customer information, and individual personal information, which Customer receives from JLL, and all inventions, trade secrets, methods, reports, records, computer software, designs, drawings, documents and other materials provided under this Agreement. Customer will not disclose or permit access to Confidential Information to any third party without the consent of JLL, and only if such person has a legitimate need to know the Confidential

Information to permit Customer to perform the Services. Customer will require that any such third party be subject to confidentiality obligations no less stringent than those set forth herein. Each party will return all Confidential Information promptly after completion of the Services or upon such party's request.

10.2 Aggregate Data. Notwithstanding the foregoing, Customer hereby grants JLL a non-exclusive, perpetual, irrevocable, royalty-free license to Aggregated Data. JLL may monitor Customer's (and Customer's authorized users') use of the Services and use data and information related to such use, in an aggregate and anonymous manner, including to compile statistical and performance information related to the provision and operation of the Services ("**Aggregated Data**"), which will not be considered Confidential Information. All right, title and interest in the Aggregated Data and all related intellectual property rights, belong thereto and are retained solely by JLL. Customer agrees that JLL may compile Aggregated Data based on data provided by or on behalf of Customer or any information input by Customer's authorized user of the Services, and Customer agrees that JLL may use Aggregate Data to the extent and in the manner permitted by applicable law or regulation.

10.3 Privacy and Security of Personal Data. JLL will use commercially reasonable efforts to maintain administrative, physical, and technical safeguards for protection of Customer Data, consistent with what JLL supplies generally to its other users. JLL's privacy policy is available at <https://www.us.jll.com/en/privacy-statement> Privacy Policy and JLL's Data Privacy Addendum is available at <https://www.jllt.com/legal-agreements/> ("**Data Privacy Addendum**"), or other replacement location as provided upon request by JLL. JLL does not guaranty the privacy, security, integrity, or authenticity of any third party technology Products, or any information transmitted over or stored in any system connected to or accessible via the Internet. Each Party will, to the extent applicable with respect to personal information as defined under applicable Laws, comply with, to the extent applicable, (i) all applicable laws relating to data privacy of any state within the United States; (ii) the European Union ("**EU**") General Data Protection Regulation 2016/679 ("**GDPR**") and the Laws of the individual EU member states implementing GDPR with respect to personal data as defined under the GDPR, and (iii) data protection laws of countries outside the EU and US to the extent expressly identified in a Statement of Work, in each case as relevant to the Services and activities provided thereunder. Notwithstanding anything to the contrary, Customer represents and warrants that it will obtain and maintain all consents as required from each Customer authorized user and data subject, prior to such personal information or other information being disclosed to JLL (through the use of the Services or otherwise) and Customer is expressly authorizing all other activities contemplated in this Agreement (and any relevant data privacy agreement between the Parties) and in the applicable Statement of Work, including, but not limited to the collection, disclosure, and use of all information provided to JLL by Customer.

11. TERM AND TERMINATION OF AGREEMENT.

11.1 This Agreement will commence on the Effective Date and remain in full force and effect for a period of **[3]** years unless terminated in accordance with this Section 11 (the "**Term**").

11.2 Either party may terminate this Agreement, or any Statement of Work entered into hereunder, (a) immediately upon a material breach by the other party that remains uncured for 30 days or (b) immediately for a breach that cannot reasonably be cured.

12. MISCELLANEOUS.

12.1 No Waiver. Failure of either party at any time to require performance by the other party of any provision hereof will in no way affect the full right to require such performance at any time thereafter, nor will the waiver by a party of a breach of any of the provisions hereof constitute a waiver of any succeeding breach of the same or any other provision.

12.2 Severability. If any provision of this Agreement is deemed to be invalid or unenforceable under applicable law, this Agreement will be considered divisible as to such provision and such provision will thereafter be inoperative, provided however, the remaining provisions of this Agreement will be valid and binding.

- 12.3 Survival.** The Insurance, Indemnification, Confidentiality and Limitation of Liability sections will survive the expiration or termination of this Agreement, as well as any other provisions which, by their nature, are intended to survive termination of this Agreement.
- 12.4 Notices.** Any information or notices required to be given under this Agreement must be in writing and delivered either by: (i) certified mail, return receipt requested, in which case notice will be deemed delivered three (3) business days after deposit, postage prepaid, in the U.S. mail; (ii) a reputable messenger service or a nationally recognized overnight courier, in which case notice will be deemed delivered one (1) business day after deposit with such messenger or courier; or (iii) personal delivery with receipt acknowledged in writing, in which case notice will be deemed delivered when received. All notices should be addressed as follows:

For JLL:	For Customer: Enter Customer Name
Jones Lang LaSalle Limited	
30 Warwick Street	
London W1B 5NH	
Attn: JLLT - General Counsel	Attn:
With copy to: JLLTLegal@am.jll.com	

- 12.5 Governing Law.** This Agreement will be governed and interpreted under the laws of the England and Wales and disputes will be referred to courts in London.
- 12.6 Entire Agreement.** This Agreement constitutes the entire agreement between Customer and JLL with respect to the Services and supersedes all prior negotiations, communications, representations or agreements, whether oral or written, except to the extent they are expressly incorporated herein. All exhibits and attachments hereto are incorporated into and made a part of this Agreement. If Customer's purchase orders, JLL's work orders or statements of work, proposals, invoices, or other similar documents, are governed by this Agreement, then any standardized terms and conditions included in or annexed to those documents will be void and have no effect, and the terms and conditions of this Agreement will prevail. Hand-written terms and conditions provided by Customer will have no force or effect. Unless otherwise expressly provided herein, no changes, alterations or modifications to this Agreement will be effective unless in writing and signed by the respective parties hereto.
- 12.7 Relationship of the Parties.** Neither this Agreement nor the parties' business relationship established hereunder will be construed as a partnership, joint venture or agency relationship or as granting a franchise. Neither party will attempt to, or will have the right to, legally obligate the other party.
- 12.8 Non-Exclusive.** JLL and Customer each acknowledge and agree that the rights granted to each other in this Agreement are granted on a non-exclusive basis, and that nothing in this Agreement prevents either party from entering into similar agreements with third parties at any the at the sole discretion of each party.
- 12.9 IN WITNESS WHEREOF,** the parties have caused this Agreement to be executed by their duly authorized representatives, as follows:

Jones Lang LaSalle [Limited] (JLL)	CUSTOMER: Enter Customer Name
By:	By:
Name:	Name:
Title:	Title:
Date:	Date:

APPENDIX 1 – INSURANCE REQUIREMENTS

1. EACH PARTY SHALL EVIDENCE AT LEAST THE FOLLOWING MINIMUM INSURANCE COVERAGE, PROVIDED THAT THE AMOUNTS LISTED BELOW WILL NOT ACT AS A LIMITATION ON RECOVERY FROM JLL'S INSURANCE.

1.1 Commercial General Liability

Commercial General Liability insurance on a form at least as broad as Insurance Services Office (“ISO”) commercial general liability coverage “**occurrence**” form CG 00 01 04 13 or another “**occurrence**” form providing equivalent coverage, including but not limited to contractual liability coverage, independent contractor’s liability, coverage for bodily injury (including death), property damage (including loss of use thereof), ongoing and completed operations, products liability, and personal and advertising injury, in the following amounts:

1.1.1 £1,000,000 Per Occurrence Limit

1.1.2 £2,000,000 General Aggregate Limit

This coverage shall be primary to JLL’s coverage, and JLL’s coverage shall be noncontributory.

1.2 Excess or Umbrella Liability

JLL shall provide Excess or Umbrella Liability insurance on a follow-form basis with respect to the Commercial General Liability, Employers’ liability, and Commercial Automobile Liability insurance with the minimum limits equal to £1,000,000 each occurrence and £1,000,000 annual aggregate. **1.3** Worker's Compensation - Statutory Limits

1.4 Employers' Liability

With minimum liability limits of £1,000,000 bodily injury by accident each accident, £1,000,000 bodily injury by disease policy limit, and £1,000,000 bodily injury each employee.

1.5 Commercial Automobile Liability

1.2.1 Combined Single Limit - £1,000,000 per accident.

1.2.2 Such insurance shall cover injury (or death) and property damage arising out of the ownership, maintenance or use of any private passenger or commercial vehicles and of any other equipment required to be licensed for road use.

1.6 Property Insurance

All-risk, replacement cost property insurance to protect against loss of owned or rented equipment and tools brought onto and/or used on any Client or JLL Property.

1.7 Errors and Omissions Liability (applicable to all Professional Services)

JLL shall provide Liability limits of at least £1,000,000 per claim and £1,000,000 in the aggregate. The retroactive insurance date of such insurance shall be no later than the commencement date of the Agreement. Such insurance shall be provided for two years beyond the Agreement.

1.8 Cyber Liability

Cyber Liability including media, privacy, and network security liability, in the amount of £1,000,000 per claim and £1,000,000 in the aggregate.

TERMS OF SERVICE

These Terms of Service ("**Agreement**") is made as of the date of last signature of the applicable Order Form ("**OF**") or Statement of Work ("**SOW**"), separately, each an Order ("**Order**"), referencing this Agreement ("**Effective Date**") by Corrigo Incorporated, a corporation organized under the laws of California, with a place of business at 200 East Randolph Street, Chicago, IL 60601 ("**Corrigo**") and Customer (as defined in the Order). Corrigo and Customer are referred to herein, separately, as **Party** and jointly as **Parties**. In this Agreement, (a) "include" or "including" means "including, but not limited to," and (b) examples are illustrative and not the sole examples for a particular concept. The Parties agree as follows:

1. Scope of Work.

- 1.1. The Parties may enter into one or more order forms or statements of work (each an "**Order**") regulated by this Agreement. Each Order will constitute a unique agreement between the Parties and will stand alone with respect to any other Order entered under this Agreement, and will govern all uses of any Software, Services, or applications provided by Corrigo under that Order. Unless otherwise specifically agreed to by the Parties, the performance of obligations under any one Order will not affect, and will be unrelated to, the performance of any other Order entered into under this Agreement. "**Software**" means software products provided by Corrigo, including all software available on Corrigo's website or downloaded from Corrigo or any third-party source, as detailed in the applicable Order, together with all applicable documentation, including the technical specifications, documentation, and user guides and all descriptions of or about the Software, or otherwise made available by or on behalf of Corrigo (collectively, "**Documentation**"). The term "**Software**" includes any source code, object code, binaries, executables, configurations, enhancements, additions, derivative works, or other modifications of or to the Software (including descriptions thereof), whether made by Corrigo, by Customer, or by the Parties jointly, whether or not prepared in response to the protocol or design of Customer studies or other information provided by Customer. "**Services**" may include implementation, operational and technical support, professional, and other related services.
- 1.2. Corrigo will perform the tasks set forth in each individual Order in accordance with the terms and conditions contained herein as well as all statutes, regulations, rules, orders, acts, bills, degrees, edicts, bylaws, rulings, ordinances, dicta, commands, orders, directives, pronouncements, or declarations from any governmental or quasi-governmental body and data protection laws applicable in the jurisdiction specified in the Order ("**Laws**"). Corrigo will have no obligation to perform any work, actions, or tasks until an appropriate Order is fully executed. Customer warrants and represents, without limitation, that it and all users of the Software are and will remain in compliance with all Laws and that Customer will be responsible for all uses of the Software.
- 1.3. This Agreement and individual Orders may be extended or modified solely upon the written agreement of both Parties ("**Change Order**"), provided, however, that both Parties agree on the amount of any additional or reduced payment to be made by Customer with respect to the modification or extension of this Agreement or the applicable Order. Modifications to specific Orders will not affect other prior, current, or future Orders. Corrigo will not be required to perform any modification to the subject matter of any Order until an appropriate Change Order is fully executed.
- 1.4. In the event of a conflict between the terms of this Agreement, any Order, or any other document or discussion, the terms of this Agreement will control (unless such Order expressly acknowledges such and specifically identifies each section and paragraph being varied, solely for purposes of such Order).
- 1.5. "**Affiliate**" means those entities which (a) directly or indirectly, through one or more intermediaries, owns more than 50% of the outstanding voting securities of a Party, or (b) that directly or indirectly through one or more intermediaries, is controlled by a Party (or any entity described in clause (a)), in each case where the term control means possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of an entity, whether through ownership of voting securities, by contract interest or otherwise, including those entities which assert to be Affiliates. Customer (1) authorizes Corrigo to disclose all Confidential Information (as defined herein) to its Affiliates; (2) will be responsible for the acts and omissions of its Affiliates; and (3) authorizes Corrigo to disclose all Confidential Information to Customer and other Affiliates thereof. The Parties agree that Affiliates of Corrigo may provide Software or Services on behalf of Corrigo. Additionally, an Affiliate of Corrigo may execute a Order under this Agreement in its own name if such Order refers to this Agreement. Only Affiliates will be liable for performance by such Affiliate.

2. Term of Agreement.

- 2.1. This Agreement will take effect as of the Effective Date and will expire in accordance with the Order ("**Term**").
- 2.2. Either Party may terminate, upon written notice, any individual Order if (a) the other Party materially breaches the terms of such Order and fails to cure the breach within 30 days of written notice of the notifying Party's intention to terminate such Order, or (b) a Force Majeure event (as defined in Article 10 below) persists for greater than 90 days.
- 2.3. This Agreement (together with all Orders) and all rights granted hereunder may be terminated by Corrigo with immediate effect and without notice in the event Customer: (a) admits in writing its inability to pay its debts generally as they become due, (b) makes a general assignment for the benefit of creditors, (c) institutes proceedings to be adjudicated a voluntary bankrupt, or consents to the filing of a petition of bankruptcy against it, (d) is adjudicated by a court of competent jurisdiction as being bankrupt or insolvent, (e) seeks reorganization under any bankruptcy act, or consents to the filing of a petition seeking such reorganization, (f) ceases to do business itself or through a successor; (g) it or Customer receives a notice of or is subject to an Infringement Claim (as herein defined) or any threat thereof or (h) receives a notice of assignment under Section 11.10 or Customer is subject to a change in control.

- 2.4. In the event of termination of this Agreement, or in the event of termination of any individual Order, (a) Corrigo will promptly invoice Customer, and Customer will pay, for all work performed, deliverables provided, or milestones achieved up to the date of termination, in accordance with this Agreement and the applicable Order; Customer's use of and access to the Services and Corrigo's performance of all support services will cease; and (b) all fees and other amounts owed or payable by Customer to Corrigo will be immediately due and payable. Corrigo will have no obligation to maintain or provide any Customer Data and may, unless legally prohibited, delete, or retain all Customer Data in Corrigo's possession or under its control.

3. Payment.

- 3.1. Invoicing and Payment. Customer will compensate Corrigo as set forth in an applicable Order. Corrigo will invoice Customer or charge Customer's credit card for its fees, expenses, and costs as set forth in the applicable Order. Customer will pay each invoice within 30 days from receipt of an invoice. All due payments will earn interest at the rate of the lower of (i) 1.5% per month from the due date until paid or (ii) the maximum percentage allowed by law. If applicable, Customer agrees to be billed from and to pay Jones Lang LaSalle ("JLL") for all charges in accordance with this Agreement and any applicable Order. For the avoidance of doubt, invoices under the Agreement may come from, and Customer will be required to remit payment to, any JLL group entity (including, but not limited to, Corrigo Incorporated), or other applicable entity as required by local law, tax authorities, or other reasonable purpose.
- 3.2. If applicable to the services, Corrigo will not change the price of the Software during the Initial Term of the Subscription. Following the Initial Term (as defined in the applicable Order), Corrigo may increase the price of the Software no more than once per year and by the greater of five percent (5%) or then current Consumer Price Index for All Urban Consumers ("CPI-U").
- 3.3. Disputes. Should Customer dispute any amount in any invoice, in good faith, it may do so within 10 days of receipt of the invoice. Customer will pay for all undisputed amounts as described in Section 3.1.
- 3.4. Taxes. Customer is responsible for the payment of all sales, use, value added, withholdings, and other taxes, and duties however designated by any taxing authority relating to the Work including all applicable Value Added Tax, harmonized and/or similar taxes imposed on any payments due to Corrigo under this Agreement ("**Taxes**"). Customer will reimburse JLL for Taxes that JLL is required to remit on behalf of Customer. Unless the currency of the invoice is in Canadian Dollars, Australian Dollars, or Euros, should the exchange rate of the currency to U.S. Dollars change such that JLL is due less than at least 5% as compared to the exchange rate as of the effective date of the relevant Order, JLL reserves the right to adjust the amount of any so impacted invoice to adjust for such change in the exchange rate. Customer will perform its obligations under this Agreement without setoff, deduction, recoupment, or withholding of any kind for amounts owed or payable whether under this Agreement, applicable law, or otherwise and whether relating to its breach, bankruptcy, or otherwise.

4. Software.

- 4.1. Customer represents and warrants that all access to Software will be by persons authorized by Customer to use and access the Software in accordance with the terms and conditions of this Agreement ("**Authorized Users**"). Authorized Users will have been provided a valid user id and/or password and/or other identifier by Corrigio, for example, through the Software, ("**Access Credentials**") at Customer's request under any Order prior to accessing or using the Software. No license or other right to utilize or access any Software is granted without a corresponding Order, and any access to or use of Software without a properly executed Order is expressly prohibited. Customer will be responsible for the actions and inactions of all users of the Software.
- 4.2. Corrigio will use commercially reasonable efforts to provide Customer and its Authorized Users with access and use of the Software in accordance with the Service Level Agreement in Article 12. The Software is provided solely as a service and neither Customer, its employees, agents, or subcontractors, nor any Authorized User is provided with any independent license or underlying intellectual property right to the Software under this Agreement or any Order.
- 4.3. Grant. Subject to the terms and conditions of this Agreement, Corrigio hereby grants to Customer during the term of the respective Order the following limited, non-exclusive, non-transferable, non-sublicensable, right to: (a) permit Authorized Users to access and use the Software solely as permitted hereunder in furtherance of Customer's internal business operations; and (b) make a reasonable number of copies of all Documentation and distribute those copies only to Authorized Users. The foregoing access right is for the sole purpose of enabling Customer (and its Authorized Users) to use and enjoy the benefit of the Software as provided by Corrigio, in the manner permitted by this Agreement and the relevant Order.
- 4.4. Restrictions. Customer represents and warrants that neither it, anyone under its control, any employees, agents or subcontractors thereof, nor any Authorized Users will (neither themselves nor cause, authorize, encourage, or otherwise permit others to), whether by action or inaction, directly or indirectly, any (or attempt) of the following: (a) reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code or underlying ideas or algorithms of the Software; (b) modify or create derivative works (as defined under U.S. copyright laws) of the Software; (c) rent, lease, distribute, sell, resell, assign, or otherwise transfer any rights or ability to use the Software; (d) use the Software for timesharing or service bureau purposes or otherwise for the benefit of any third party; (e) remove any proprietary notices from the Software, any search results or any other Corrigio materials furnished or made available hereunder; (f) publish or disclose to third parties any evaluation or description of the Software without Corrigio's prior written consent; (g) use the Software to develop a database, online, or similar database service, or other information resource of any kind (print, electronic, or otherwise) for sale to, distribution to, display to or use by others or otherwise create or attempt to create a substitute or similar service or product through use of or access to any of the Software or related proprietary information;

(h) use the Software to store, add, or transmit infringing, libelous, or otherwise unlawful or tortious material, or any material in violation of third-party rights (or otherwise use the Software in violation of any instructions or other documentation), including any rights of data privacy; (i) store or transmit virus or other malicious code through the Software; (j) interfere with or disrupt the integrity or performance of the Software or third-party products or data contained therein; (k) attempt to gain unauthorized access to the Software or the related systems or networks of Corrigo or its vendors; (l) store in a retrieval system accessible to the public, transfer, publish, distribute, display to others, broadcast, sell or sublicense the Software, or any portion thereof; (m) pre-fetch, "crawl," "spider," or in any non-transitory manner store or cache any information obtained from the Software (including results or any part or copy or derivative thereof), except that Customer may store limited amounts of data provided by the Software for internal use so long as such storage is done temporarily, securely, and in a manner that does not permit use of the data outside of the Software; or (n) permit use or access of or to the Software by a person other than an Authorized User. Customer agrees, acknowledges, and warrants, without limitation, that no information provided to Corrigo in connection with any Order, any Confidential Information (as defined herein), nor any activity or Service requested by Customer will infringe or misappropriate any right of any third party; that it will be liable for all acts and omissions of users of the Software; and use of or access to the Software not in strict accordance with the terms of this Article 4 and this Agreement (1) is strictly prohibited, (2) will constitute an act beyond the scope of the grant to Customer, and (3) is an act of infringement by Customer under intellectual property laws of the United States and other jurisdictions. Customer also acknowledges that all Authorized Users are required to accept and comply with the terms and conditions of the relevant End User License Terms, which can be found here: <https://www.jllt.com/legal-agreements>, or other replacement location provided by Corrigo, upon request.

- 4.5. Hardware. As between the Parties, Customer is responsible for obtaining and maintaining all computer hardware, software, and communications equipment used by Customer or Authorized Users to access and use the Software or otherwise operated or controlled by Customer ("**Equipment**") and for paying all third-party fees and third-party access charges (e.g., ISP, telecommunications, bandwidth, and hosting) incurred while using or accessing the Software. Customer will also be responsible for maintaining the security of the Equipment, Customer accounts, passwords, Access Credentials (including, administrative and user passwords) and files, and for all uses of Customer accounts or the Equipment. Equipment includes laptop and desktop computers, printers, and mobile devices, and all other devices controlled by or otherwise used by Customer or Authorized Users to access and/or use the Software.
- 4.6. Authorized Users. Access to the Service requires Access Credentials, and Customer will be responsible for maintaining all Access Credentials provided to it and its Authorized Users in confidence as Corrigo's Confidential Information. Customer agrees and acknowledges that it is responsible for any and all activities that occur, including any charges incurred, through the Access Credentials, and warrants that only Authorized Users will use or access the Software. Any act or omission of any user will be deemed to be Customer's act or omission for purposes of this Agreement. Customer agrees to provide written notice to Corrigo promptly (but in no event later than 24 hours of becoming aware or suspecting any unauthorized use of an Access Credential; any other breach of security involving any Access Credential, Service, Software, or Customer's Equipment; or any known or suspected activity prohibited in Section 4.4. Customer will promptly notify Corrigo in writing of any desired revocation of Access Credentials, including with respect to former employees and contractors.
- 4.7. Nature of Internet. Customer acknowledges that, notwithstanding any obligations of Corrigo, use of, or connection to, the Internet provides the opportunity for unauthorized third parties to circumvent precautions and illegally, or without authorization, gain or attempt to gain access to the Software and data, including Customer's intellectual property ("**Customer IP**") which may be provided by or on behalf of Customer or Authorized Users. Accordingly, Corrigo cannot and does not guarantee the privacy, security, integrity, or authenticity of any information so transmitted over or stored in any system connected to the Internet or Equipment. Customer is responsible for its own connectivity, networks, hardware and software and compliance and usage related thereto, and the cyber security of any of Customer's networks. JLL shall have no liability with respect to Customer's cybersecurity or network access.
- 4.8. Suspension. Corrigo at its discretion, without obligation to Customer, and without limiting any other remedy available at law or equity, may suspend or terminate access to any Service or Software of one or more Authorized Users or Customer in order to: (a) prevent actual, threatened, or suspected damage to or degradation of or to the Software, Customer IP, or any other system, any violation of Section 4.4 or other obligation of this Agreement; or (b) comply with any Law which requires immediate action. If suspended, Corrigo will, as soon as commercially reasonable, (1) provide written notice to Customer and (2) restore access to the Software as soon as the event giving rise to the suspension has been resolved to Corrigo's reasonable satisfaction.
- 4.9. Received Data. Notwithstanding anything to the contrary herein and without limiting any other Section of this Agreement, Customer represents and warrants that all electronic data or other information received by Corrigo (or its Affiliate) through the Software ("**Received Data**"), and all portions thereof (a) was collected in accordance with all Applicable Law, including Data Protection Laws; (b) does not contain any virus, malicious code or other code which may interfere with or otherwise impair any computer or system of Corrigo or functionality thereof; and (c) alone or in combination with, e.g., any other data, hardware, or software or any use thereof by Corrigo or its Affiliates does not nor will cause Corrigo to infringe or otherwise misappropriate any right, including Intellectual Property, of any third party. Corrigo makes no representations whatsoever with regards to the Received Data, including the accuracy, completeness, integrity, or validity of such or of any report, database, or compilation containing any Received Data (or portion thereof); and Customer will be solely responsible for such.
- 4.10. Improvements. Corrigo will continue to develop innovative solutions to current and future business challenges and will engage in continuous improvement initiatives throughout the Term of this Agreement, for the purposes of improving the quality and efficiency of the Software or Services or for any other purposes.

5. **Confidentiality.**

- 5.1. Each Party may have access to information that is confidential to the other Party ("**Confidential Information**"). Confidential Information will include all information that is labeled confidential or would reasonably be considered confidential, including, to all data, pricing, materials, policies, procedures, software, manuals, methods, and/or information of any kind or nature provided, as well as this Agreement, and all related Orders. Corrigo's Confidential Information will include, but will not be limited to, (a) the Software; (b) all communications discussing price; (c) all invoices; and (d) all Access Credentials. Each Party represents and warrants that it has authority to disclose its Confidential Information to the other Party.
- 5.2. A Party's Confidential Information will not include information that: (a) is or has become a part of the public domain through no act or omission of the receiving Party; or (b) as documented in written records, was in the receiving Party's lawful possession prior to the disclosure and had not been obtained by the receiving Party either directly or indirectly from the disclosing Party; (c) is disclosed to the receiving Party by a third party; or (d) as documented in written records, is/was independently developed by the receiving Party without use of or reference to the disclosing Party's Confidential Information.
- 5.3. A Party may disclose Confidential Information as required by Law or governmental or regulatory ruling provided, however, that before making such disclosure, the Party of whom disclosure is required will, as commercially reasonable, give the disclosing Party written notice and an adequate opportunity to interpose an objection and/or take action to assure confidential handling of such information.
- 5.4. The Parties agree to hold each other's Confidential Information in confidence, as detailed in this Article 5, after the termination or expiration of the Order under which such information was disclosed. The Parties agree not to make each other's Confidential Information available in any form to any third party or to use each other's Confidential Information for any purpose other than to fulfill its obligations under this Agreement, the applicable Statement(s) of Work, or otherwise to improve Services. Notwithstanding the preceding, Customer agrees that Corrigo will be permitted provide Customer IP and Confidential Information to other vendors or service providers of Customer or Corrigo, as may be necessary to effectuate the specific Services referenced in the respective Order or to otherwise improve services provided.
- 5.5. Each Party agrees to use the same degree of care that it uses to protect its own confidential information of a similar nature and value, but in no event less than a reasonable standard of care, to ensure that Confidential Information is not disclosed or distributed by its employees or agents in violation of the provisions of this Agreement. A Party may share or disclose Confidential Information of the disclosing Party to its Affiliates but will remain liable for breaches of this Article 5 by such Affiliates.
- 5.6. The Parties additionally agree that any material or information relating to any subject matter of any Order (executed or merely contemplated) or disclosed under any other agreement relating to confidentiality ("**Prior NDA**"), will be treated in accordance with this Agreement, and not under any Prior NDA. Solely with respect to such material or information, each Party is expressly released from its obligations of confidentiality under any Prior NDA.
- 5.7. Notwithstanding the foregoing, Customer hereby grants JLL and its Affiliates a non-exclusive, perpetual, irrevocable, royalty-free license to create and use Aggregate Data (defined herein) from Customer Data. JLL and its Affiliates may monitor Customer's (and Customer's authorized users') use of the Work and use data and information related to such use (and Other Information, as defined herein), all in an aggregate and anonymous manner (i.e., not pseudo-anonymized or otherwise capable of identifying Customer or any individual), including to compile statistical and performance information related to the provision and operation of the Work ("**Aggregate Data**"), which will not be considered Customer's Confidential Information. All right, title and interest in the Aggregate Data and all related intellectual property rights, belong thereto and are retained solely by JLL. In the interest of clarity, Customer agrees that JLL and its Affiliates may compile Aggregate Data using anonymized data provided by or on behalf of Customer, e.g., through use of the Work, and Customer agrees that JLL and its Affiliates may use Aggregate Data to the extent and in the manner not prohibited by applicable law or regulation.

6. **Intellectual Property.**

- 6.1. **Customer Data.** Corrigo acknowledges that, as between Corrigo and Customer, Customer owns and will retain all right, title, and interest in and to (including copyright, patent, trade secret, trademarks, and all other intellectual property rights associated with) (a) the data submitted, stored, posted, displayed, or otherwise transmitted by or on behalf of Customer or its Authorized Users and received through the Software, (b) other information input into the Services by Customer or its Authorized Users (collectively, "**Other Information**").
- 6.2. **Corrigo IP.** Customer acknowledges that Corrigo owns and will retain all right, title, and interest in and to (including copyright, inventions, discoveries, patents, trade secrets, trademarks, and all other intellectual property rights throughout the world) the Software and the processes, procedures, methods, trade secrets, and proprietary know-how associated with or related to the Software or Services or otherwise developed in performing or related to its activities under this Agreement or any Order ("**Corrigo IP**"). This Agreement conveys no right or interest in the Software, Services, or any Corrigo IP other than the express limited licenses for use as expressly provided in this Agreement for each specific Order. No other license, express or implied, is provided by this Agreement or any Order. All rights not expressly granted by Corrigo to Customer through this Agreement and are necessarily reserved by Corrigo and its licensors. For purposes of clarity, Customer IP does not include any right, title, or interest in or to the Software, Corrigo IP, Corrigo's Confidential Information, or any intellectual property associated therewith.

7. **Privacy and Security of Personal Data.**

- 7.1. Corrigo will use commercially reasonable efforts to maintain administrative, physical, and technical safeguards for protection of Customer Data, consistent with what Corrigio supplies generally to its other users. Corrigio's privacy policy is available at <https://www.us.jll.com/en/privacy-statement>, or other replacement location as provided, upon request by Corrigio ("**Privacy Policy**"). The Parties also agree that the Data Privacy Addendum, available at <https://www.jllt.com/legal-agreements/jllt/data-privacy-addendum/> or other replacement location as provided upon request by Customer is incorporated by reference herein. Corrigio does not guaranty the privacy, security, integrity, or authenticity of any third party solution or any information transmitted over or stored in any system connected to or accessible via the Internet. Each Party will, to the extent applicable with respect to personal information as defined under applicable Laws, comply with, to the extent applicable, (a) the European Union ("**EU**") General Data Protection Regulation 2016/679 ("**GDPR**") and the Laws of the individual EU member states implementing GDPR with respect to personal data as defined under the GDPR, (b) all Laws relating to data privacy of any state within the United States; and (c) data protection laws of countries outside the EU and US to the extent expressly identified in an Order, in each case as relevant to the Services and activities provided thereunder. Customer represents and warrants that (1) it will obtain and maintain all consents as required from each Authorized User and data subject, prior to being disclosed to Corrigio (through the use of the Software or otherwise), any Personal Data, personally identifiable information, or other personal or information pertaining to any data subject, and authorizing all other activities contemplated in this Agreement (and any relevant data privacy agreement between the Parties) and in the applicable Order, including the collection, disclosure, and use of all information provided to Corrigio; and (2) neither it nor any Authorized User will provide any information to Corrigio, either through the Software or through any other means, which information may qualify as "Sensitive Data" or "Sensitive Personal Data" under any Law governing data privacy.

8. Warranties and Limitation of Liability.

- 8.1. **Limited Warranty.** Corrigio warrants solely that the Software and Services will perform substantially in accordance with the requirements as detailed in the respective Order.
- 8.2. **Exceptions to Limited Warranty.** This limited warranty will not extend to problems due, at least in part, to (a) failures or problems relating to or caused by any hardware or software external to the Software or not provided by Corrigio, including Equipment or third party solutions; (b) alterations to the Software other than those performed or authorized in writing by Corrigio, including alterations which involve writing to the Software database; (c) accident, negligence, or misuse of the Software (by a party other than Corrigio); (d) operation of the Software (by a party other than Corrigio) outside the specifications or other environmental requirements of the accompanying documentation or for any purpose other than as contemplated by Corrigio; (e) the importation of invalid data from other systems or any other database installed or used with the Software; (f) any problems relating or connected to, in Corrigio's opinion, an activity in violation of Section 4.4; or (g) any breach of Customer under this Agreement or any Order.
- 8.3. **Customer's Remedies.** Upon receipt by Corrigio of Customer's written notice of a material non-conformity of the Software or of any other failure, Corrigio's entire liability and Customer's sole and exclusive remedy will be for Corrigio to use commercially reasonable measures to correct or to provide a work-around, taking into account the severity.
- 8.4. **Disclaimer of Other Warranties.** **NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT OR ANY ORDER, OTHER THAN EXPRESSLY PROVIDED IN SECTIONS 8.1 AND 8.2:(A), CORRIGO DOES NOT WARRANT THAT USE OF THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE OR THAT THE SOFTWARE OR SERVICES WILL MEET ALL OR ANY OF CUSTOMER'S NEEDS; (B) ALL SERVICE, SOFTWARE, AND DOCUMENTATION ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND; (C) ALL OTHER WARRANTIES AND REPRESENTATIONS WITH RESPECT TO THE SOFTWARE, EXPRESS OR IMPLIED, ARE HEREBY DISCLAIMED AND EXCLUDED BY CORRIGO, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR USE OR FREEDOM FROM INFRINGEMENT OF THIRD PARTY INTELLECTUAL PROPERTY RIGHTS, OR ARISING FROM COURSE OF FAIR DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE, AND (D) CORRIGO EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES AND REPRESENTATIONS WITH RESPECT TO THE SOFTWARE AND ALL SERVICES OR OBLIGATIONS REFERENCED BY OR PROVIDED UNDER THIS AGREEMENT OR ANY ORDER.**
- 8.5. **CUSTOMER ACKNOWLEDGES THAT CORRIGO DOES NOT CONTROL THE TRANSFER OF DATA OVER COMMUNICATIONS FACILITIES, INCLUDING THE INTERNET OR ANY EQUIPMENT OR THIRD PARTY SOLUTIONS, AND THAT THE SOFTWARE AND ANY SERVICE PROVIDED BY CORRIGO MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF SUCH COMMUNICATIONS FACILITIES.**
- 8.6. **Limitation of Liability.** **TO THE EXTENT NOT PROHIBITED BY LAW, CORRIGO WILL NOT BE LIABLE UNDER THIS AGREEMENT FOR ANY CONSEQUENTIAL, PUNITIVE, EXEMPLARY, SPECIAL, INCIDENTAL, OR INDIRECT DAMAGES OF ANY KIND HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY, INCLUDING BUT NOT LIMITED TO CONTRACT, PRODUCTS LIABILITY, STRICT LIABILITY, AND NEGLIGENCE, AND WHETHER OR NOT IT WAS OR SHOULD HAVE BEEN AWARE OF, OR WAS ADVISED OF, THE POSSIBILITY OF SUCH DAMAGES.**
- 8.7. **Liability Cap.** **TO THE MAXIMUM EXTENT PERMITTED BY LAW, CORRIGO'S TOTAL CUMULATIVE LIABILITY UNDER THIS AGREEMENT FROM ALL CAUSES OF ACTION AND UNDER ALL THEORIES OF LIABILITY WILL BE LIMITED TO AND WILL NOT EXCEED THE TOTAL AMOUNT OF THE FEES PAID TO CORRIGO FOR THE PARTICULAR SERVICE GIVING RISE TO THE LIABILITY UNDER THE RELEVANT ORDER IN THE TWELVE MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM. THIS LIMITATION WILL APPLY NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY REMEDY HEREUNDER.**

9. Indemnification.

- 9.1. Indemnification by Corrigo. Corrigo hereby agrees to defend, indemnify, and hold harmless Customer, and its successors and assigns, subsidiaries, Affiliates, officers, directors, shareholders, personnel, employees, and agents of any kind ("**Customer Indemnitees**") from and against all third party actions, suits, claims, demands, or investigations including all resulting damages, judgments, losses, and liabilities (including reasonable costs, expenses, and attorneys' fees) solely to the extent arising out of failure to comply with applicable Laws by Corrigo or its employees or agents ("**Customer Claims**"). This obligation will only be effective and enforceable to the extent that Customer Claims do not arise, at least in part, from the negligence, intentional misconduct, or breach of any obligations of this Agreement by a Customer Indemnitee or an Authorized User. Indemnification for intellectual property infringement will be in accordance with Section 9.5 below.
- 9.2. Indemnification by Customer. Customer will defend, indemnify, and hold harmless Corrigo, and its successors and assigns, Affiliates, officers, directors, shareholders, personnel, employees, and agents of any kind ("**Corrigo Indemnitees**") against all actual or threatened, claims, investigations, demands, damages, judgments, losses, and liabilities (including reasonable costs, expenses, and attorneys' fees), arising out of or related to, at least in part from, whether direct or indirect: (a) Customer IP, Equipment, or any portion of any third party solutions; (b) any use of the Software by the Customer or its users or Authorized Users; (c) any breach of Laws or this Agreement by Customer, its employees or agents, any Customer Indemnitee, or any Authorized User, including Laws applicable to Personal Data ("**Corrigo Claims**"). This obligation to defend, indemnify, and hold harmless will only be effective and enforceable to the extent that such Corrigo Claims do not arise from the gross negligence or intentional misconduct of or by Corrigo.
- 9.3. It is agreed that a Party seeking indemnification will promptly notify the other Party in writing in the event it becomes aware of any claim(s) made, brought, or instituted against it based upon or arising out of the performance of this Agreement for which the indemnitee will seek indemnification. Notwithstanding the foregoing, the failure to give any such notice will not disqualify indemnitee from the right, or otherwise affect in any manner any right of indemnitee to receive payments of indemnifiable amounts unless the indemnifying Party's ability to defend in such claim is materially and adversely prejudiced by the indemnitee's failure to give notice.
- 9.4. Any Party liable to provide indemnification hereunder will be entitled to control the defense and settlement of any claim on which it is liable. The Parties will reasonably cooperate in the investigation, defense, and settlement of any claim. Any indemnifying Party will have no obligation to defend, indemnify or hold harmless an indemnitee with respect to claims against an indemnitee which were settled by the indemnitee without the prior written consent, which consent may not be unreasonably withheld, of the indemnifying Party.
- 9.5. Indemnification for IP Infringement. Corrigo will hold harmless and indemnify Customer against third party suits that claim that Corrigo's Software or Services, without combination, directly infringe the intellectual property rights of a third party ("**Infringement Claim**"). At Corrigo's option, Corrigo will, at its own expense, defend any such Infringement Claim, and Corrigo will pay all damages including attorneys' fees, damage awards, and settlement payments it has approved. Corrigo will have no obligation under this Section for Infringement Claims should (a) the Services or Software be combined or used with products, software, Equipment, or services not provided by Corrigo or (b) the Infringement Claim is anyway related to Corrigo's implementation of written specifications or requirements from Customer for specific functionality where such infringement or claim could have been avoided in the absence of such functionality.

10. Force Majeure.

- 10.1. Neither Party will be considered in default of the performance of any obligation (other than obligations relating to payment) under this Agreement to the extent that the performance of the obligation is prevented, limited, or delayed by fire, flood, earthquake, failure of equipment, explosion, strike, acts of terrorism, war, insurrection, embargo, government requirement, civil or military authority, act of God, or any other event, occurrence, or condition which is not caused, in whole or in part by that Party and which is beyond the reasonable control of that Party.

11. Miscellaneous.

- 11.1. Independent Contractor Relationship. Neither this Agreement nor the performance by Corrigo of the Services identified herein or in any Order will be construed to render unto Corrigo any of the rights or benefits available to Customer employees. Customer will be liable for all acts and omissions by users of the Software.
- 11.2. No Third-Party Beneficiaries. Notwithstanding anything to the contrary (other than in connection with any right related to indemnification), (a) it is the Parties' intention that this Agreement will not be construed to give any party other than the Parties to this Agreement any legal or equitable right, remedy, or claim under or with respect to this Agreement or any provision of this Agreement and (b) this Agreement and all of its provisions and conditions are for the sole and exclusive benefit of the Parties to this Agreement and their successors and assigns.
- 11.3. Insurance. Each Party warrants and represents that it has secured and will maintain insurance coverages in full force throughout the performance of this Agreement in amounts appropriate to the conduct of its business and to cover its obligations of this Agreement.
- 11.4. Notice. Any notice, statement, copy, or other communication provided for in this Agreement, will be in writing and will be considered as duly delivered upon actual receipt. Other than communications relating solely to invoices and billing matters, all notices provided by Customer to Corrigo will be addressed to JLLTLaw@jll.com, and all notices to Customer will be sent to the email address currently maintained in Corrigo's records.
- 11.5. Dispute Resolution. This Agreement will governed and interpreted under the laws of Illinois, and all disputes under this

Agreement will be brought exclusively in the state and federal courts for Cook County, Illinois. The Parties expressly waive any objection to jurisdiction or venue. Each of the Parties represents, warrants, and covenants that it has had ample opportunity to consider entering into this Agreement and has had an opportunity to consult with counsel regarding this Agreement, to negotiate changes to this Agreement prior to executing the same, and neither the Uniform Commercial Code nor the United Nations Convention on Contracts for the International Sale of Goods will apply. **THE PARTIES AGREE TO WAIVE ANY RIGHT TO HAVE A JURY PARTICIPATE IN THE RESOLUTION OF ANY DISPUTE OR CLAIM BETWEEN THE PARTIES OR ANY OF THEIR RESPECTIVE AFFILIATES, SUCCESSORS OR PERMITTED ASSIGNS ARISING UNDER THIS AGREEMENT.**

- 11.6. Waiver. The Parties may waive any rights or obligations of this Agreement only by a writing executed by the Party or Parties against whom the waiver is sought to be enforced. No failure or delay in exercising any right or remedy, requiring the satisfaction of any condition under this Agreement or any Order, and no act, omission or course of dealing between the Parties, operates as a waiver or estoppel of any right, remedy, or condition. A waiver made in writing on one occasion is effective only in that instance and only for the purpose stated. A waiver once given is not to be construed as a waiver against any other person.
- 11.7. Publicity. Corrigo has the right to reference and use Customer's name and trademarks and disclose the nature of the Services provided hereunder in each case in Corrigo business development and marketing efforts, including Corrigo's web site. Customer may opt out of this at any time by submitting a request to unsubscribe@jll.com in writing. Customer has no right to reference and use Corrigo's name and trademarks without Corrigo's prior written consent.
- 11.8. Severability. The invalidity or unenforceability of any provision hereof will in no way affect the validity of enforceability of any other provision hereof.
- 11.9. Compliance Provisions
 - 11.9.1. Anti-Bribery. Pursuant to this Agreement, each Party represents that it has not and agrees that it will not violate the laws and regulations of the United States of America (including the Foreign Corrupt Practices Act), any local laws of the country of operation, the country in which business is being conducted, or any other relevant country as applicable (including the United Kingdom Bribery Act of 2010) pertaining to bribery, improper payments, and kickbacks. Pursuant to this Agreement, each Party agrees that it has not and will not, either directly or indirectly, engage in bribery, or offer, or promise, or solicit, or make, or receive any "improper payment", including cash, loan, gift, travel, entertainment, hospitality, facilitation payment, kickback, political or philanthropic contribution, anything of value for the benefit of the Parties or its personnel or any entity or individual associated with the Parties or its personnel, or for any other perceived benefit as an inducement to act or refrain from acting, or in order to improperly obtain or retain a business advantage in relation to this Agreement.
 - 11.9.2. Trade Controls. Customer represents and warrants that it will comply with all applicable U.S. and foreign export, import, and customs laws and regulations, including the Export Administration Regulations ("**EAR**"), the Foreign Trade Regulations ("**FTR**"), the sanctions laws, regulations, and executive orders administered by the U.S. Department of the Treasury's Office of Foreign Assets Control, and the U.S. Anti-boycott Laws as such term is defined below (collectively, the "**Trade Control Laws**") at its sole cost and expense. In the event of a conflict between any U.S. and foreign Trade Control Laws, the U.S. Trade Control Laws will prevail. Customer agrees that with regard to any technical data provided to Corrigo or uploaded to its Services, Customer has accurately (a) determined the applicable export control classifications and licensing requirements, (b) obtained any necessary export licenses, and (c) submitted any necessary export clearance declarations. If Customer does not provide a Customer Export Classification Form to Corrigo, Customer is deemed to have certified to Corrigo that the respective technical data are classified as EAR99 or is otherwise capable of being exported without restriction. Customer must notify Corrigo before providing any technical data that is controlled under Trade Control Laws, if any, and clearly mark such data as export-controlled. Corrigo will not be liable to Customer for any loss or expense if Customer fails to comply with the applicable Trade Control Laws or with the provisions set forth herein. Customer will immediately notify Corrigo if Customer becomes listed on, or owned or controlled by anyone on, any restricted persons list published by the U.S. Departments of Commerce, Treasury, or State, the European Union, or the United Kingdom, or if Customer's export privileges are fully or partially denied, suspended, or revoked. Corrigo may disclose Confidential Information to government agencies as Corrigo may deem reasonably necessary for the purpose of disclosing, resolving, or remediating any violation or potential violation of any applicable Trade Control Laws.
 - 11.9.3. Customer represents and warrants, without limitation, at all times that (a) neither it nor any Authorized User is/are located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (b) neither it nor any Authorized User is/are not listed on any U.S. Government list of prohibited or restricted parties, including any government, country, corporation or other entity, group or individual with whom or any entity which the Office of Foreign Asset Controls ("**OFAC**") sanctions prohibit Corrigo from engaging in transactions (including any person that appears on the current OFAC list of Specially Designated Nationals and Blocked Persons (the "**SDN List**").
- 11.10. Assignment. Neither this Agreement, nor any of the rights, interests, or obligations hereunder (including Orders) will be assigned by any of the Parties (whether by operation of law or otherwise) without the prior written consent of the other Party. Either Party may, however, assign this Agreement together with all related Orders to an Affiliate, by providing notice 30 days prior to such assignment. Any attempted assignment not in compliance with this Section 9 will be void.
- 11.11. Survival. The Parties' obligations of this Article 11, Sections 2.4, 8.4, 8.6, 8.7, 9.2, and 9.3, and all of

Articles 3.4.5.6. and 7. will survive the termination of this Agreement.

- 11.12. **Entire Agreement.** No agreements between the Parties (or any Affiliates) relating directly or indirectly to the subject matter or any obligations in this Agreement will impact or modify any term or obligation of this Agreement unless such agreement is made as an amendment or otherwise is governed by the terms, notwithstanding anything to the contrary in such agreement. This Agreement and all related Orders constitute the entire agreement between the Parties pertaining to the subject matter of this Agreement or any services rendered hereunder and supersedes and precludes all other agreements, understandings, negotiations, and discussions, whether oral or written, between the Parties relating thereto. Only the terms and conditions expressly contained in this Agreement (including its attachments and all amendments) and the relevant Order (and its Change Orders) will form binding commitments on the Parties related to the Services described herein. In the interest of clarity, no terms or conditions contained in any other document, e.g., a Purchase Order, will be enforceable against either Party and will be null and void.
12. **Service Level Agreement.** This Article 12, Service Level Agreement (“SLA”), sets forth the sole and exclusive obligations relating to the subject matter herein. Corrigo will use commercially reasonable efforts to comply with the policies and procedures as set forth herein, as such policies and procedures are updated from time to time, to the extent and as may be communicated by Corrigo or as contained in the relevant Order.
- 12.1. **Definitions**
- 12.1.1. **“Maintenance”** means Unavailability of the Software (a) as announced by Corrigo no fewer than 3 business days prior to the Software becoming Unavailable; (b) scheduled Maintenance, not longer than 8 hours each month and on Friday, Saturday, or Sunday afternoons or evenings (with holiday exceptions) or (c) urgent security updates required as part of any service commitment. Announcements of Unavailability will be made as part of the Service.
- 12.1.2. **“Unavailable”** and **“Unavailability”** means that the Software cannot be accessed by an Authorized User during a 5 consecutive minute period and such Authorized User attempts but is unable to access data by means of the Software during that same time period.
- 12.1.3. **“Unavailable Time”** means the number of minutes that the Software is Unavailable, excluding the period of time corresponding to Maintenance and/or SLA Exclusions.
- 12.1.4. **“Uptime Percentage”** is calculated by subtracting from 100% the percentage of minutes during the quarter equal to the Unavailable Time.
- 12.1.5. **Availability Commitment.** Corrigo will make the Software available with an Uptime Percentage of at least 99.5% during any calendar quarter (the **“Availability Commitment”**). Should Customer observe any unplanned Unavailability, it may request Corrigo provide Customer with a detailed report of the Uptime Percentage and Software Unavailability at the conclusion of the respective calendar quarter.
- 12.2. **Corrigo SLA Exclusions.** The Availability Commitment does not apply to any Unavailability or inaccessibility of the Software, or any other Software performance issues that result from, at least in part (**“SLA Exclusions”**), Maintenance; factors outside of Corrigo’s reasonable control including a force majeure event, Internet access failure, Equipment, or problems beyond the demarcation point of the Corrigo network; any actions or inactions of Customer (including actions or inactions in connection with the administration of the Software), any Authorized User, or any third party; the equipment, software, or other technology of Customer or any third party (other than third party equipment within Corrigo’s direct control); any act or omission prohibited by Paragraph 4.5 of the Agreement; the use, unavailability, failure of Amazon Web Services, Azure, or other similar cloud provider; or arising from the suspension or termination of any right to use the Software in accordance with the Agreement.