

IMPORTANT -- READ THIS CAREFULLY BEFORE CONTINUING!

By clicking on the "AGREE" button below, you indicate your acceptance of the following Data License Agreement.

REIT/BASE

DATA LICENSE AGREEMENT

This website is maintained by V-2 CAPITAL PARTNERS, LLC, a Pennsylvania limited liability company ("Provider"). Please read the following Data License Agreement (this "Agreement") carefully before using or accessing the REIT/BASE database, available through the REIT/BASE website, located at www.reitbase.net, or using any services offered by Provider.

PLEASE READ THIS AGREEMENT CAREFULLY, AS IT INCLUDES IMPORTANT INFORMATION ABOUT YOUR LEGAL RIGHTS, REMEDIES, AND OBLIGATIONS. BY ACCESSING THE REIT/BASE DATABASE OR USING THE DATA SERVICE OFFERED BY PROVIDER, YOU ARE ENTERING INTO A LEGAL CONTRACT WITH PROVIDER CONCERNING YOUR USE OF THE REIT/BASE DATABASE AND USE OF THE DATA SERVICE. BY ACCESSING THE REIT/BASE DATABASE OR USING THE DATA SERVICE, YOU AGREE TO BE BOUND BY OF THIS AGREEMENT. IF YOU DO NOT AGREE TO ANY PORTION OF THIS AGREEMENT, YOU SHOULD NOT ACCESS OR USE THE REIT/BASE DATABASE OR OTHERWISE USE THE DATA SERVICES.

1. Certain Definitions. In this Agreement, the following words and expressions will have the following meanings:

(a) "Concurrent Users" means the maximum number of Users who may access the Data Service at any one time. Each simultaneous "log on" from a separate computer, laptop, tablet or other device will be deemed a Concurrent User. Unless otherwise set forth in the invoice issued by Provider to Customer, Customer will be limited to one (1) Concurrent User.

(b) "Customer Data" means any stored User names, contact information, system passwords, report preferences, or similar information input by authorized Users.

(c) "Data" means the historical financial data, calculated field items, and company information for public real estate investment trusts ("REITs") maintained by Provider.

(d) "Data Service" means the web-based display of financial Data for REITs, access to electronic or print reports of stored Data, and the periodic transfer of Data from Provider to Customer through an API interface.

(e) "Documentation" means any user guides, whether in print or machine readable media, supplied by Provider to Customer or otherwise made generally available to the public regarding the Software or the Data Service.

- (f) "Effective Date" means the date on which Customer is first given access to the Service, either at the start of the Trial Period (if applicable) or following Customer's payment of the Subscription Fee.
- (g) "Free Trial" means Customer's right to use the Service and the Software during the Trial Period for the purpose of testing and evaluating the Service and the Software.
- (h) "Software" means the software product made available by Provider to Customer under this Agreement, including any Documentation, and any updates provided as part of the Data Service.
- (i) "Standard Enhancement" means any improvement, addition, update or revision to the Subscription and/or Documentation that is implemented for Provider's subscribers generally at no additional cost or charge to Customer.
- (j) "Subscription Fee" means the fee set forth on the invoice issued by Provider to Customer.
- (k) "Subscription Term" means the term of this Agreement, as set forth in Section 10(a).
- (l) "Support Services" means the services described in Section 3(d).
- (m) "Trial Period" means the period of thirty (30) days from the date on which Customer is provided with access to the Service.
- (n) "Users" means those individuals authorized by Customer to use the Software and the Data Service.

2. Rights Granted.

- (a) License. Subject to the terms of this Agreement, Provider grants to Customer, and Customer accepts from Provider, a nonexclusive, non-assignable, royalty-free, worldwide limited right to access and use the Data and Data Services solely for Customer's internal business purposes, which may include the publication of reports based on or containing Data sourced from Provider. Customer may allow Users to access and use the Software and the Data Service for such purposes, but Customer will be responsible for Users' compliance with the terms of this Agreement.
- (b) No Delivery. Customer acknowledges that Provider has no delivery obligation and will not ship copies of the Software to Customer as part of the Data Service. Customer agrees that it does not and will not acquire under this Agreement any license to access or use the Software in excess of the scope of this Agreement and/or duration of the Subscription Term. Upon any expiration or termination of this Agreement or the Data Service provided hereunder, Customer's right to access and/or use the Software and the Data Service will terminate.
- (c) Access Procedures. Customer will have the opportunity to create unique usernames and passwords for each User. Customer will also have the opportunity to change, or to require its Users to change, such passwords from time to time in accordance with Customer's own internal security policies. Customer acknowledges and agrees that Customer and its Users will be responsible for maintaining the confidentiality of the usernames and passwords, and Customer

will be liable for any consequences that may result from their disclosure, including, but not limited to, any resulting access to, use of, or modification of the Data Service and access to, integrity of and loss of any Customer Data relating to the Data Service.

(d) Custom Configuration. Provider will not be obligated to perform any custom configuration of the Software. If Customer desires custom configuration services, Provider may agree to perform such work at additional cost and other terms to be set forth in a separate agreement between Provider and Customer.

3. Maintenance and Support.

(a) Database Maintenance. Provider has the sole right and responsibility to maintain and update the Data and logical structure of the databases and associated files managed by itself and any third-party hosting services. In connection with periodic maintenance and any Standard Enhancements deployed by or on behalf of Provider, Customer will provide Provider with any testing assistance that Provider may reasonably request.

(b) Standard Enhancements. Provider reserves the right, as reasonably necessary or convenient for Provider's own purposes or to improve the quality of the Software, to change access procedures, types of equipment utilized in the Provider computing environment, system interfaces, operating and other system and network software, utilities, and database software, and to implement Standard Enhancements to the Software. Whenever practicable, Provider will give Customer at least twenty four (24) hours' advance notice of the scheduled implementation of any Standard Enhancement.

(c) Access Interruptions. Customer acknowledges and agrees that, in order for Provider to perform the maintenance services set forth herein, Provider or its hosting provider may be required from time to time to interrupt Customer's ability to access the Software. Whenever practicable, Provider will confine such interruptions to scheduled interruptions and give Customer at least one (1) week notice of a scheduled interruption.

(d) Support Services. During the Subscription Term, Provider will provide the following support services ("Support Services") to Customer:

(i) Warranty Corrections. Provider will use commercially reasonable efforts to correct non-performance, errors and/or defects in the Data and Software covered by the performance warranties set forth in the Agreement.

(ii) Other Corrections. Provider will use commercially reasonable efforts to correct non-performance, errors and defects in the Software brought to Provider's attention by Users of the Software, as such corrections are made available generally by Provider to its subscribers generally.

(iii) Releases. Periodically, and at no additional charge to Customer, Provider will issue upgrades to the Software, including corrections, bug fixes, improvements and general enhancements. In addition, and at no additional charge to Customer, Provider will make available to Customer all upgrades to the Software, to the extent that Provider makes such upgrades generally available to its subscribers generally. The foregoing will not include products that Provider, in its sole discretion, regards as new software products or new modules.

(iv) Transfers of Licenses. Provider will permit the transfer of license to the Data Services from one named User to another named User, in accordance with the terms of the Agreement, provided that all fees due and owing to Provider by Customer have been paid.

(v) Telephone / E-mail / Virtual Meeting Consultations. Provider will provide Customer with reasonable telephone / e-mail / virtual meeting consultations. Such advice from Provider will be generally available from 8:00 am to 5:00 pm, Eastern time, Monday through Friday (national holidays excepted). Such advice will include technical advice concerning the use and operation of the Software, as well as the development of temporary "work-arounds" if reproducible errors are discovered in the Software. Notwithstanding the foregoing, the telephone / e-mail / virtual meeting consultations will not include the performance of professional services unrelated to the correction of non-performance, errors or defects in the Software or the Data Service.

(vi) Third-Party Software. Provider will have no obligation to provide Customer with any support for third-party products, even if such third-party products support or interface with the Software.

(e) Customer's Obligations. Customer will cooperate with Provider in any manner reasonably required by Provider in order to carry out Support Services, including provision of information and data, making available suitably qualified employees and contractors of Customer and, subject to Provider's compliance with Customer's normal security requirements, where applicable provide remote or other access to Customer's systems for the purpose of carrying out diagnostics and correcting errors and defects in the Software or the Data Service.

4. Free Trial; Payments.

(a) Free Trial. If Customer signed up for a Free Trial, it may use the Service and the Software during the Trial Period for the purpose of testing and evaluating the Service and the Software without paying any fee to Provider. Any use of the Service or the Software following the end of the Trial Period will require that Customer pay a Subscription Fee to Provider.

(b) Subscription Fees. In consideration of the license granted in Section 2 and the maintenance and support services provided under this Agreement, if Customer desires to continue to use the Service and the Software following the expiration of the Free Trial, or if Customer elects to skip the Free Trial, Customer will pay the Subscription Fees to Provider on a timely basis. Subscription Fees will be set forth in an invoice issued by Provider to Customer. Subscription Fees will be due and payable in full immediately on receipt of the invoice therefor. If this Agreement should be renewed, Provider will send Customer an invoice for each renewal term at least thirty (30) days before the start of that renewal term.

(c) Taxes. All amounts payable under this Agreement are exclusive of all federal, state, municipal and other governmental excise, sales, value-added, use, personal property and occupational taxes, excises, withholding obligations and other levies now in force or enacted in the future and, accordingly, the amount of all payments hereunder is subject to an increase equal to the amount of any tax that Provider may be required to collect or pay in connection with the Data Service, other than any tax on Provider's net income. Notwithstanding the foregoing,

Customer will not be required to pay any such taxes if it provides Provider with a valid tax exemption certificate authorized by the appropriate taxing authority.

(d) Expenses. Each party agrees that it will be responsible for any expenses or fees associated with the performance of its obligations and the exercise of its rights under this Agreement; provided, however, that, if Customer requests in writing that Provider travel for Customer's convenience or to perform or provide any services at Customer's facility, then Customer will reimburse Provider for all reasonable expenses incurred for travel, meals, temporary lodging, and other related items in connection therewith.

5. Ownership; Restrictions.

(a) Ownership. Customer retains all ownership and intellectual property rights in and to all Customer Data and any and all other proprietary information that Customer shares with Provider in connection with this Agreement. Provider retains all ownership and intellectual property rights in and to the Data, Data Services and the Software, including, but not limited to, any Standard Enhancements implemented by Provider. Provider represents and warrants that it is the owner or authorized licensee of the Software and its components or has and will maintain during the term of this Agreement the legal right to license the same to Customer as contemplated hereby. There is currently no actual or, to Provider's knowledge, threatened claim that the Software or the Data Service, or any part thereof, infringes, misappropriates or otherwise violates any third party proprietary or intellectual property right. Provider retains all ownership and intellectual property rights in and to anything developed and delivered by or on behalf of Provider under this Agreement.

(b) Restrictions on Use. Customer may not:

(i) remove or modify any markings or any notice of Provider's or its licensors' proprietary rights in the Software;

(ii) make the Software or any materials obtained or resulting from the Data Service available in any manner to any third party for use in the third party's business operations (unless Provider expressly agrees otherwise in writing);

(iii) modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the Software (the foregoing prohibition includes, but is not limited to, review of data structures or similar materials produced by the Software), or access or use the Data Service in order to build or support, and/or assist a third party in building, supporting, products or services competitive to those offered by Provider;

(iv) disclose benchmark tests concerning the Software or the Data Service without Provider's prior written consent; and/or

(v) license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose, permit timesharing or service bureau use, or otherwise commercially exploit or provide the Data, Data Service, Software or any other materials provided by Provider to any third party, other than as expressly permitted by this Agreement.

(c) Additional Restrictions. Customer further agrees that:

(i) the rights of any User authorized to use the Data Service on a "named user" basis cannot be shared or used by more than one individual (unless such authorization is reassigned in its entirety to another authorized User, in which case the prior authorized User will no longer have any right to access or use the Data Service);

(ii) except as expressly provided herein, including as may be necessary to conduct performance testing as expressly contemplated by this Agreement, no part of the Data Service or any Documentation may be copied, reproduced, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means, including but not limited to electronic, mechanical, photocopying, recording, or other means, whether now known or hereafter developed; and

(iii) Customer agrees to use commercially reasonable efforts to prevent unauthorized third parties from accessing and/or using the Data Service or the Software.

(d) Statistical Analyses. Provider reserves the right to perform statistical analyses of Customer's use of the Data Service. Provider does this to measure the effectiveness of the Data Service, to optimize the performance of the Software, and to ensure compliance with the terms of this Agreement. Customer will not have any right or ability to obtain or learn the results of any such analysis.

(e) Data. Customer acknowledges that all data provided under this Agreement has been sourced from public sources or sources reasonably believed by Provider to be in the public domain. Provider has not obtained licenses for any such data, and cannot warrant that Customer's use of such data will be free of claims from third parties concerning the use of such data or claims against Customer with regard to the use or storage of such data.

6. Limited Warranty; Exclusive Remedy; Disclaimer.

(a) Limited Warranty. Provider warrants that: (i) the Data Service will perform in all material respects in accordance with the Documentation and otherwise in accordance with this Agreement; and (ii) Provider will use commercially reasonable efforts to update the Data Service on a quarterly basis during the Subscription Term, as data becomes available. If the Data Service provided to Customer for any given month during the Subscription Term is not provided as warranted, then Customer will provide written notice to Provider no later than fifteen (15) business days after the last day of that particular month.

(b) NO GUARANTEE. PROVIDER DOES NOT GUARANTEE THAT THE DATA SERVICE OR THE SOFTWARE WILL BE ERROR-FREE OR UNINTERRUPTED, OR THAT PROVIDER WILL BE ABLE TO CORRECT ALL ERRORS IN OR PROBLEMS WITH THE DATA SERVICE OR THE SOFTWARE. CUSTOMER ACKNOWLEDGES THAT PROVIDER DOES NOT CONTROL THE TRANSFER OF DATA OVER COMMUNICATIONS FACILITIES, INCLUDING THE INTERNET, AND THAT THE DATA SERVICE AND/OR THE SOFTWARE MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS CAUSED BY THE USE OF SUCH COMMUNICATIONS FACILITIES. PROVIDER IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE CAUSED BY SUCH PROBLEMS.

(c) Exclusive Remedy. In the event of any failure by the Data Service or the Software to perform, in any material respect, in accordance with the warranty set forth herein, the only liability of Provider to Customer, and Customer's sole and exclusive remedy, will be to terminate this Agreement on not less than thirty (30) days' prior written notice to Provider, at which time Customer and its Users will stop using the Software, and Provider will refund to Customer a pro rata portion of the fees paid by Customer for that portion of the then-current period not used by Customer, if any.

(d) Disclaimers.

(i) CUSTOMER AGREES THAT ITS USE OF THE DATA SERVICE IS AT ITS SOLE RISK AND ACKNOWLEDGES THAT THE DATA SERVICE AND ANYTHING OBTAINED FROM OR THROUGH THE DATA SERVICE, INCLUDING, BUT NOT LIMITED TO, CONTENT, SERVICES, OR GOODS, ARE PROVIDED "AS IS" AND "AS AVAILABLE". TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW, PROVIDER DISCLAIMS ALL WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED OR STATUTORY, OTHER THAN THOSE EXPRESSLY SET FORTH IN THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR USE, WITH RESPECT TO THE DATA SERVICE, THE SOFTWARE, ANY DOCUMENTATION, AND ANY OTHER PRODUCTS AND RELATED MATERIALS AND/OR SERVICES PROVIDED TO CUSTOMER UNDER THIS AGREEMENT.

(ii) Provider does not warrant that the Software or the Data Service are compatible with Customer's equipment or that the Software or the Data Service, or any e-mail sent by Provider or its representatives, are free of errors or viruses, worms, or Trojan horses, or any other harmful, invasive, or corrupted files, and Provider will not be liable for any damage that Customer may incur or suffer as a result of any such destructive features. Customer agrees that Provider and its suppliers, agents, directors, officers, employees, representatives, successors, and assigns will have no responsibility or liability for any fault, inaccuracy, omission, delay, or any other failure in the Software or the Data Service caused by Customer's computer equipment or arising from Customer's use of the Data Service on such equipment. The content of other websites, services or goods that may be linked to the Data Service is not maintained or controlled by Provider. Provider is therefore not responsible for the availability, content or accuracy of other websites, services or goods that may be linked to the Data Service. Provider is also not responsible for the reliability or continued availability of any telephone lines, wireless services, communications media, or equipment that Customer may use to access the Data Service. Customer understands that any third parties from or about whom Provider obtains data included in the Data Service may choose at any time to inhibit or prohibit their content from being used by third parties, such as Provider, in the manner in which it is used in the Data Service. Accordingly, Provider reserves the right to remove any data from the Data Service as and to the extent necessary.

(iii) Customer acknowledges that: (A) the Data Service is provided for information purposes only and is not intended for trading purposes; (B) the Data Service may include certain information taken from third-party sources from around the world; (C) Provider does not guarantee the sequence, accuracy, completeness, or timeliness of the Data Service; (D) the provision of certain parts of the Data Service may be subject to the terms and conditions of other

agreements to which Provider is a party; (E) none of the information included in the Data Service constitutes a solicitation, offer, opinion, or recommendation by Provider to buy or sell any security, or to provide legal, tax, accounting, or investment advice or services regarding the profitability or suitability of any security or investment; and (F) the information included in the Data Service is not intended for use by, or distribution to, any person or entity in any jurisdiction or country where such use or distribution would be contrary to law, rule or regulation. Accordingly, notwithstanding anything to the contrary set forth in this Agreement, Provider, its suppliers, agents, directors, officers, employees, representatives, successors and assigns will not, directly or indirectly, be liable, in any way, to Customer or any other person for any: (x) inaccuracies or errors in or omissions from the Data Service, including, but not limited to, quotes and financial data; (y) delays, errors or interruptions in the transmission or delivery of the Data Service; or (z) loss or damage arising therefrom or occasioned thereby, or by any reason of nonperformance.

(e) Not Liable for Customer Failure. Provider will not be responsible for any delay in the delivery of the Data Service or any other services under this Agreement, including, but not limited to, any Support Services, which are due to Customer's failure to provide assistance as provided under this Agreement.

7. Limitation of Liability.

(a) UNDER NO CIRCUMSTANCES, INCLUDING, BUT NOT LIMITED TO NEGLIGENCE, WILL PROVIDER, ITS SUPPLIERS, AGENTS, DIRECTORS, OFFICERS, EMPLOYEES, REPRESENTATIVES, SUCCESSORS, OR ASSIGNS BE LIABLE TO Customer FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES, EVEN IF PROVIDER HAS BEEN ADVISED SPECIFICALLY OF THE POSSIBILITY OF SUCH DAMAGES, ARISING FROM THE USE OF OR INABILITY TO USE THE DATA SERVICE OR ANY LINKS OR ITEMS IN THE DATA SERVICE, OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, ANY LOST REVENUE, LOST BUSINESS, LOST PROFITS, LOST GOODWILL, LOST DATA, LOST USE OF DATA OR OTHER PECUNIARY LOSS, THAT PROVIDER MAY SUFFER OR INCUR.

(b) PROVIDER'S MAXIMUM LIABILITY FOR ANY DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT (INCLUDING BUT NOT LIMITED TO, NEGLIGENCE) OR OTHERWISE, WILL IN NO EVENT EXCEED, IN THE AGGREGATE, THE TOTAL AMOUNTS ACTUALLY PAID TO PROVIDER UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE OCCURRENCE OF THE EVENT GIVING RISE TO SUCH CLAIM, EVEN IF PROVIDER HAS BEEN ADVISED OF THE CLAIM OR POTENTIAL CLAIM.

8. Confidentiality.

(a) Confidential Information. Each party acknowledges and understands the competitive value and confidential and privileged nature of internal, non-public financial and business information of the other, including, but not limited to, the terms and conditions of this Agreement, as well as any work performed, services provided, reports produced, and communications between Customer and Provider, and all information relating to any of the foregoing (collectively "Confidential Information"). Each party agrees to use commercially

reasonable efforts (the same being not less than that used to protect each party's own proprietary and confidential information) to safeguard the other party's Confidential Information and to prevent the unauthorized, negligent or inadvertent use or disclosure thereof. Upon termination of this Agreement, or upon any earlier written request from a party, each party will promptly return to the other party all Confidential Information and materials that were provided by or on behalf of the other party, without retaining any copies of any such information or materials. Each party will also erase or destroy any such information or materials stored in computer memory or any other data storage media or apparatus. Each party will provide the other party with a letter, executed by a duly authorized officer, confirming that all such information and materials, whether in original or copied form, have been so returned or destroyed.

(b) Exceptions. Disclosed information will not be deemed confidential hereunder if: (i) it is now or later becomes publicly known, other than through the fault of the receiving party; (ii) it is known to the receiving party at the time of disclosure; (iii) it is rightfully obtained by the receiving party from a third party without restriction and without breach of this Agreement or any similar agreement; and/or (iv) it is independently developed by the receiving party without any use of or access to the disclosing party's Confidential Information. Notwithstanding the foregoing restrictions, the parties may use and disclose any information: (A) to the extent required by an order of any court or other governmental authority; or (B) as reasonably necessary for it to protect its interest in this Agreement, but in each case only after the party whose information is being disclosed has been so notified and has had the opportunity, if reasonably possible, to obtain, at the disclosing party's sole cost and expense, reasonable protection for such information in connection with such disclosure.

(c) Separate Confidentiality Agreement. If the parties have previously entered into a separate confidentiality agreement or non-disclosure agreement, or if they should do so in the future (a "Confidentiality Agreement"), such Confidentiality Agreement will be and remain in full force and effect as provided therein. In the event of any conflict between the terms of this Agreement and the terms of any such Confidentiality Agreement, the terms of such Confidentiality Agreement will control.

(d) Public Announcements. During the Subscription Term, neither party will issue or release, directly or indirectly, any press release, marketing material or other communication to or for the media or the public that pertains to this Agreement or the Data Service provided hereunder (collectively, a "Press Release"), except as and to the extent required by law, unless the content of such Press Release has been approved by the other party in advance in writing, such approval not to be unreasonably withheld or delayed.

9. Indemnification.

(a) Indemnification. Customer will indemnify, defend and hold Provider and its officers, directors, employees, affiliates, agents, successors and assigns (collectively, the "Indemnitees") harmless from and against any and all damages, liabilities, costs and expenses (including, but not limited to, court costs, litigation expenses and reasonable attorneys' fees) that are actually incurred by or imposed upon any of the Indemnitees in connection with any third party claims, suits, actions, demands or judgments (collectively, "Claims") to the extent that such Claims arise out of or result from: (i) the negligence, gross negligence or willful misconduct of Customer or any of Customer's officers, directors, employees, affiliates, agents, successors or assigns; and/or (ii) any breach or violation by Customer of its representations, warranties, covenants or other

obligations set forth in this Agreement; provided, however, that in no event will this Section apply to any claim covered by Section 9(a) above.

(b) Procedure. Customer will promptly notify Provider of any actual or threatened judicial or other proceedings which could involve Provider or this Agreement. Provider reserves the right to defend itself in any such proceedings; provided, however, that, if indemnity is sought, then Customer will have the right to control the defense of the Claim, and Provider may participate with counsel of its choice at its own expense. The parties will cooperate with each other to the extent reasonably necessary in the defense of all actual or potential liability Claims and in any other litigation relating to this Agreement.

10. Term; Termination.

(a) Term. The term of this Agreement will commence on the Effective Date and continue for a period of one (1) year from the later of (i) the Effective Date, or (ii) the last day of the Trial Period (if any) (the "Subscription Term"). Following the expiration of the initial Subscription Term, the term of this Agreement may be extended, upon mutual written agreement of the parties, for renewal terms of one (1) year (or such other period of time as the parties may mutually agree) at the expiration of the initial term or any renewal term unless and until this Agreement is terminated by either party in accordance with the terms hereof.

(b) Right to Terminate. Either party may terminate this Agreement if:

(i) The other party fails to perform its obligations under this Agreement in any material respect and such failure is not cured within thirty (30) days after such party receives a written notice from the non-terminating party specifying the nature of such failure;

(ii) The other party ceases to function as a going concern; or

(iii) The other party admits in writing its inability to pay its debts generally as they become due; makes an assignment for the benefit of its creditors; files a voluntary petition in bankruptcy; has an involuntary petition in bankruptcy filed against it, which petition is not dismissed within sixty (60) days of the date of filing; or is found by a court to be bankrupt or insolvent or has entered against it an order for relief in any bankruptcy or insolvency proceeding or any other proceeding for any equivalent or similar relief under any federal or state law, rule or regulation relating to bankruptcy or insolvency, however designated.

11. Effect of Termination.

(a) Deletion of Data. Upon termination or expiration of this Agreement, Customer agrees to use commercially reasonable efforts to erase or destroy any retained copies of the Data, except that: (i) to the extent that Customer is required to retain any Data for regulatory, licensing, or similar purposes, Customer may retain such Data without the payment of additional fees for as long as it is subject to such external data retention requirements; and (ii) to the extent that Customer has included or embedded any Data in any reports, it may retain such Data indefinitely without the payment of additional fees.

(b) Survival. In no event will any expiration or termination of this Agreement excuse either party from any breach or violation of this Agreement and full legal and equitable remedies will

remain available therefor, nor will it excuse either party from making any payment due under this Agreement with respect to any period prior to the date of expiration or termination. Notwithstanding any other provision of this Agreement to the contrary, the provisions of Sections 5, 6, 7, 8, 9, 11, 12, 13, 14, 15 and 16 will survive any expiration or termination of this Agreement and will be and remain effective notwithstanding the satisfaction of all other obligations hereunder.

12. Non-Solicitation. During the term of this Agreement and for a period of one (1) year thereafter, neither party will recruit, cause to be recruited, hire, entice or cause to be hired any personnel of the other who such party knows or realizes has performed work under this Agreement, except with the prior written consent of the other party.

13. Nondisparagement. Each party agrees that it will not disparage or slander the other party or any of the other party's officers, directors, employees or owners, or otherwise act in a fashion designed to injure the business of the other party or any of its officers, directors, employees or owners. This provision will not apply to truthful statements made by either party in response to a lawful subpoena or other legal process.

14. Force Majeure. Any delay in the performance of any of the duties or obligations of either party hereto (except for the payment of money) caused by an event outside the affected party's reasonable control will not be considered a breach of this Agreement and the time required for performance will be extended for a period equal to the period of such delay. Such events will include, but will not be limited to, acts of God, acts of a public enemy, acts of terrorism, insurrections, riots, injunctions, embargoes, fires, explosions, floods, or any other unforeseeable causes beyond the reasonable control and without the fault or negligence of the party so affected. The party so affected will give prompt written notice to the other party of such event, and will take whatever reasonable steps are appropriate in that party's reasonable discretion to relieve the effect of such event as rapidly as possible.

15. Exports. Provider does not represent that the Software or the Data Service are appropriate or available for use at or from any particular location. Customer is choosing to access the Data Service on its own initiative and is responsible for compliance with all applicable laws, including, but not limited to, all applicable import and export laws, rules and regulations. The Software is subject to U.S. export controls and may not be downloaded, exported or re-exported: (a) into (or to a national or resident of) Cuba, Iran, North Korea, Sudan, Syria, or any other country with respect to which the United States maintains trade sanctions prohibiting the shipment of goods; or (b) to anyone on or acting on behalf of an entity on the U.S. Treasury Department's list of Specially Designated Nationals and Blocked Persons or the U.S. Commerce Department's Denied Persons List or Entities List or included in General Order 3 (15 C.F.R. Part 736, Supplement 1), which prohibits exports to Mayrow General Trading, affiliated entities and persons, and specified persons involved in the manufacture or sale of Improvised Explosive Devices (together referred to as "U.S. Prohibited Party Lists").

16. Miscellaneous.

(a) Assignment; Successors and Assigns. Neither this Agreement nor any interest herein may be assigned, in whole or in part, by either party without the prior written consent of the other, which consent will not be unreasonably withheld or delayed, except that either party may assign its rights and obligations under this Agreement to any third party that acquires all or

substantially all of the stock or assets of such party, whether by asset sale, stock sale, merger or otherwise, and, in any such event such assignee will assume the transferring party's obligations hereunder. However, notwithstanding any such assignment, the transferring party will remain liable under this Agreement (in addition to the transferee) unless such liability is specifically waived in writing by the other party hereto. Subject to the foregoing, this Agreement will be binding upon and inure to the benefit of the parties hereto, and their respective successors and permitted assigns.

(b) Notice. Any notice or request required or permitted to be given under or in connection with this Agreement will be deemed to have been sufficiently given if in writing and sent by: (i) personal delivery against a signed receipt therefor, (ii) certified mail, return receipt requested, first class postage` prepaid, (iii) nationally recognized overnight delivery service (signature required), or (iv) confirmed electronic mail (with any notices sent by electronic mail to also be sent by one of the other methods set forth in this Section), addressed, if to Provider, then to: V-2 Capital Partners, LLC, 711 South 8th Street, Philadelphia, PA 19147, Attn: Michael Bedrosian, Secretary; E-mail: mab@dca.net; and, if to Customer, then to the address provided by Customer. Either party may alter the address to which communications are to be sent by giving notice of such change of address in conformity with the provisions of this Section providing for the giving of notice. Notice will be deemed to be effective, if personally delivered, when delivered; if mailed, at midnight on the third business day after being sent by certified mail; if sent by nationally recognized overnight delivery service, on the next business day following delivery to such delivery service; and if sent by confirmed electronic mail, on the next business day following transmission (so long as any notices sent by electronic mail are also sent by one of the other methods set forth in this Section).

(c) Relationship of the Parties. The parties acknowledge and agree that Provider has been engaged solely as an independent contractor and neither Provider nor its employees or agents are or will be considered or deemed to be employees, agents, joint venturers or partners of Customer. Neither party will have any authority to contract for or bind the other party in any manner, nor will either party hold itself out as an agent of the other party or as otherwise authorized to act for or on behalf of such other party.

(d) Drafting of Agreement. The parties specifically acknowledge the drafting of this Agreement to be the product of both parties. Neither party may attempt to claim that the other party was the sole drafting party due to any ambiguity in the language in this Agreement.

(e) Limitations of Actions. Any action by either party for breach of this Agreement must be commenced within two (2) years after the complaining party knew or should have known of such breach.

(f) Governing Law. This Agreement and the legal relations between the parties hereto will be construed in accordance with and will be governed by the laws of the Commonwealth of Pennsylvania, without reference to conflict of laws principles. The prevailing party in any action to enforce the terms of this Agreement will be entitled to recover reasonable attorneys' fees and costs of suit, including, but not limited to, any appeals therefrom.

(g) Miscellaneous. The provisions of this Agreement will be deemed severable, and the invalidity or unenforceability of any provision will not affect the validity or enforceability of the other provisions hereof. This Agreement will constitute the full and entire understanding and

agreement between the parties with regard to the subject matter hereof, and supersedes all prior agreements, understandings, inducements or conditions, express or implied, oral or written, except as herein contained. The titles of the Sections and subsections are for convenience only and are not in any way intended to limit or amplify the terms or conditions of this Agreement.

Customer's Consent To This Agreement

By accessing and using the REIT/BASE database and/or obtaining any Data Services from Provider, Customer consents to and agrees to be bound by this Agreement. If Provider decides to change any aspect of this Agreement, it will make an effort to post those changes on this web page so that Customer will always be able to understand and agree to the terms and conditions governing its use of the REIT/BASE database. Customer's use of the REIT/BASE database and/or obtaining any Data Services from Provider after Provider posts notice of any amendment to this Agreement on this web page will signify Customer's assent to and acceptance of the revised Agreement. If Customer has any questions or comments of any kind, please let Provider know by sending comments or requests to:

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Effective as of: April 11, 2018
Last updated: April 11, 2018