

## **CBRE Hotels Research – Terms of Use**

You acknowledge you are authorized to enter these Survey Terms on behalf of your employer company and its affiliates. For good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged by CBRE and your employer company and its affiliates, the following is agreed to.

These Survey Terms apply to your employer company's voluntary participation in CBRE's survey, Trends<sup>®</sup> in the Hotel Industry, where your employer company will provide CBRE with year-end or monthly financial statements for all calendar years for each of your employer company's, as well as its affiliates', individual hotel properties (collectively and individually, Input).

The purpose of the survey is for CBRE to share insights (through the collection, aggregation, and benchmarking of various hotel industry's financial income performance data) with the objective of enhancing overall US lodging industry performance for hotel survey participants and others that CBRE selects. CBRE will use such insights, as well as Input, to publish CBRE's annual and monthly *Trends*® *in the Hotel Industry* reports, custom Benchmarker<sup>SM</sup> reports, Investment Performance forecasts, and ad hoc reports prepared by CBRE, as well as other documentation and publications that CBRE determines beneficial to CBRE and others (collectively, and individually, Output). CBRE will endeavor that no individual hotel property, company, or brand performance data are disclosed in Output provided to others.

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In no event will you, your employer company, CBRE, or their respective affiliates be liable for any special, exemplary, incidental, indirect, punitive, or consequential damages (including lost profits, revenue, and business), whether based on breach of contract, tort (including, without limitation, negligence), statute, equity, fundamental breach, or otherwise arising from or related to these Survey Terms, regardless of whether it has been advised of the possibility of such damages.

These Survey Terms are governed by the laws of the State of New York, without regard to conflict of laws principles, and the applicable state and federal courts located in the Manhattan borough in the City of New York, New York have exclusive jurisdiction to hear and resolve all claims or disputes between the parties arising out of or related to these Survey Terms.

These Survey Terms become effective once accepted below and shall continue in effect unless terminated by either party for any or no reason upon thirty (30) days' prior written notice to the other party.

These Survey Terms are the final and complete expression of agreement on the subject hereof and supersedes all prior and contemporaneous agreements and understandings. No other agreements, oral, written or otherwise, on the subject matter hereof shall be deemed to exist or bind any of the parties to these Survey Terms. These Survey Terms may not be modified, and none of its terms may be waived, except by a written document signed by authorized representatives of your employer company and CBRE.