

# Data Agreement

## Recitals

A. You, (the “Viewer”) have requested that Haris & Company provide you with access to data you have selected regarding senior housing facilities for a fee according to the terms of this agreement.

B. The data you have requested and your viewing of it do not include ANY services, such as data analysis or interpretation, real estate services, listing(s) or representation in real estate negotiations and no brokerage relationship is created or intended by your viewing of the data.

C. Any and all data may have been compiled and/or prepared by third parties in whole or in part. You agree that Haris & Company makes no representation or warranty regarding the data and has no responsibility for the accuracy, completeness or timeliness of it.

Now therefore, Viewer and Haris & Company agree as follows:

1. The data Viewer has requested are:

2. The cost of the data is:

3. Access to the data and the data are provided for the benefit of you, the Viewer, only for your own internal purposes, and not for third parties or their use. You agree that the data are not to be combined with any other data or to be used in a court of law. This means that you agree to treat such data as confidential, agree not to publish it, and not to disseminate it to others or post it online, or to disassemble, modify, reformat or combine it with other data for transfer to others or to rely upon it in any view and sale or other transaction. Haris & Company is not an appraiser and all appraisals and estimates of value must be done by independent professionals of your choosing using their own data. Third parties are not to receive or rely upon data given to you under this agreement.

4. In the event of a breach or a threatened breach by Viewer of any obligations under this agreement, Viewer hereby agrees that Haris & Company does not have an adequate remedy at law, and shall suffer irreparable harm. Therefore, Viewer agrees that in addition to any other remedy at law or in equity, Haris & Company and or the owner shall be entitled to obtain in a court of law or equity: (i) a temporary restraining order and/or preliminary and permanent injunction restraining any further breach or threatened breach of such covenant or covenants, and (ii) damages as may be appropriate. In any action where Haris & Company seeks injunctive relief, the prevailing party shall be entitled to its attorney fees and costs of suit.

5. Actual or threatened misappropriation or dissemination or misuse of the information which is transmitted to or received by the Viewer may be enjoined and any other lawsuit or action relating to agreement shall be in the Superior Court of the State of California for the City and County of San Francisco California or the United States District Court for the Northern District of California.

## **6. DISCLAIMER OF ALL WARRANTIES**

**Haris & Company makes reasonable efforts to provide you with data, but Haris & Company does not warrant or guarantee the accuracy, completeness or timeliness of any data provided and disclaims all warranties, whether of use, fitness, suitability or otherwise, and whether express or implied, with respect to all data.**

7. In no event shall Haris & Company be liable for any losses, demands, claims, damages, loss of profits or goodwill, loss of business, loss of data or any other direct or indirect or

consequential loss or damage arising from or related to this Agreement, the data or its use by any person.

8. This agreement is governed by California law. By clicking below, you agree to indemnify, hold harmless and defend Haris & Company for any breach by you of any of the foregoing terms and conditions and from any claim, demand, action or lawsuit arising out of the use or misuse of the data by you.

9. Any changes to any of these terms will be in writing signed by both of us.

I agree to the foregoing terms.

\_\_\_\_\_  
Viewer

\_\_\_\_\_  
Date

Please email to [truecontrol@harisconfidential.com](mailto:truecontrol@harisconfidential.com) or fax to (415) 989-5580

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