

LEASE AUDIT SERVICES AGREEMENT

This LEASE AUDIT SERVICES AGREEMENT (together with the Terms and Conditions attached hereto, the "Agreement") dated July 27th, 2016 ("Effective Date"), sets forth the agreement between Yahoo! ("Client"), with an address at 229 W 43rd Street, New York, NY 10036 and Cushman & Wakefield, Inc., a New York corporation ("C&W"), regarding certain lease audit services to be rendered by C&W to Client.

Client hereby retains C&W to review the leases, rents, operating expenses, utilities, real estate taxes, additional services agreements/expenses and other occupancy costs/facility-related charges (the "Expenses") in an attempt to determine whether the Client has been or is being properly charged for such Expenses and to assist Client to recover any overcharges identified and to reduce the Company's ongoing rent and related obligations if possible (collectively, the "Services"). Client acknowledges that although C&W's staff may include attorneys, accountants, engineers and other professionals, the services being rendered hereunder are consulting in nature and are not legal, accounting or other professional services.

- With respect to each location for which Client realizes Savings, Client agrees to share 30% of all Savings with C&W (70% to Client). Fees shall be payable when Savings are actually realized.

"Savings" for the purpose of this Agreement means refunds, credits, operating cost reductions, concessions, rent tax savings and/or the reasonable value of other consideration given to or on behalf of Client by its landlords or others, together with any interest collected thereon, as well as ongoing cost reductions directly resulting from adjustments made. Where applicable, all Savings include corresponding savings of commercial rent tax and/or sales and other taxes directly related thereto.

There shall be deducted from Savings the cost of any outside consultant retained by C&W and approved by Client. If Client has subleased its space to third parties, Savings include additional income C&W generates from such leases and subleases.

Client shall promptly provide C&W with copies of relevant documentation when received so that C&W can verify Client's receipt of Savings. Client shall pay C&W its share of Savings received in respect of each approved location within forty-five (45) days following Client's receipt of an invoice from C&W, which invoice is accompanied by Client's documentation evidencing its receipt of such Savings.

At any time, upon written notice to the other party, Client and C&W shall each have the option, in their sole discretion, to not pursue or stop pursuing any issue identified. In the event of such notice, C&W shall stop all ongoing work in connection with such issue. In addition, this Agreement may be terminated by either party hereto without cause upon prior written notice to the other party. Any such termination notice shall set forth the express date of termination, which date shall be not less than sixty (60) days after the date of receipt of such written notice by the addressee thereof.

This Agreement covers all locations Client makes available to C&W for review and is subject to the terms and conditions as set forth and included herein.

This Agreement constitutes the entire, final, and complete agreement between the parties and supersedes all prior or contemporaneous agreements or representations, whether oral or written, relating to the subject matter of this Agreement. This Agreement may not be modified or amended except in writing signed by a duly authorized representative of each party.

IN WITNESS WHEREOF, C&W and Client have each caused this Agreement to be signed and delivered by its duly authorized officer, all as of the Effective Date.

Yahoo!

By: 

Its:

U.P. Real Estate

Cushman & Wakefield, Inc.

By: 

Its:

CLIFFORD KRASSEVIC

SR. MANAGING DIRECTOR, 605.

ADDITIONAL TERMS AND CONDITIONS

Expenses. Client shall reimburse C&W for all reasonable out-of-pocket expenses (e.g., travel and travel-related items) incurred by C&W in connection with the performance of the Services under this Agreement, subject to Client's prior approval and authorization. Client agrees to reimburse C&W for the above expenses within forty-five (45) days after receipt of an invoice for same.

Expiration/Termination. Unless terminated earlier pursuant to the terms hereof, this Agreement shall expire on the last day of the month in which the third anniversary of the Effective Date occurs.

Upon the expiration or termination of this Agreement, C&W agrees to deliver to Client, at Client's sole cost and expense, any and all of the originals of Client's Confidential Information.

Notwithstanding any termination of this Agreement or direction by Client to not pursue an issue, C&W shall remain entitled to its share of any Savings achieved with respect to any issues C&W identified prior to termination or instruction to not pursue, as well as for any unreimbursed expenses in accordance with the Expenses provision of this Agreement. Client shall promptly provide C&W with copies of relevant bills when they are received so that it can verify Savings. Should C&W exercise its right to not pursue an issue, C&W shall have no further right to share in Savings with respect to such issue, and Client shall be free to pursue the same without monetary liability to C&W.

Confidential Information. The parties agree that "Confidential Information" includes the terms of this Agreement, including, without limitation, all of its Exhibits, the Services, all of the information and material delivered between the parties and which Client or C&W respectively considers to be proprietary and/or confidential including, without limitation and without specifically marking each document as proprietary or confidential, the Leases, and any other business, technical, financial or any other information that, by its nature, contains, or is reasonably likely to contain, any Client or C&W proprietary or confidential information or trade secrets, and any other materials marked confidential by Client or C&W and any other information conveyed under this Agreement that is identified in writing as confidential at the time of its conveyance.

Each party acknowledges and agrees that: (i) the Confidential Information constitutes valuable trade secrets of the party owning the Confidential Information; (ii) it shall use Confidential Information solely in accordance with the provisions of this Agreement; (iii) it shall not disclose, or permit to be disclosed, the Confidential Information of the other party to any third party without the disclosing party's prior written consent; and (iv) each party shall take all reasonable precautions necessary to safeguard the confidentiality of the other party's Confidential Information including, at a minimum, those precautions taken by a party to protect its own Confidential Information, which will in no event be less than a reasonable degree of care.

Confidential Information does not include information that is: (i) publicly available; (ii) already in the other party's possession and not subject to a confidentiality obligation; (iii) obtained by the other party from any source without any obligation of confidentiality; (iv) independently developed by the other party without reference to the disclosing party's Confidential Information; or (v) requested to be disclosed by order of a court or other governmental entity; provided the party required to so disclose by order of a court or other governmental entity promptly gives the other party reasonable prior written notice of any such disclosure, so that the other party may obtain a protective order or other equitable relief. A violation of this paragraph shall be a material violation of this Agreement, and the non-breaching party may exercise any and all remedies available at law or in equity, including but not limited to a claim for losses and damages. In addition, if it appears at any time that either party has disclosed (or threatened to disclose) or used (or threatened to use) any Confidential Information of the other party in violation of this Agreement, the non-breaching party has the right to an injunction to restrain the breaching party from disclosing, in whole or in part, such Confidential Information, or in the case of C&W's breach, from providing any services to any party to whom such Confidential Information has been disclosed or may be disclosed.

Client and not C&W shall be responsible for complying with all lease and other filing and notification deadlines.

Assignment. Client hereby acknowledges and agrees that C&W may cooperate with KBA Lease Services or another audit partner as warranted in performing the Services hereunder, at C&W's sole and absolute cost and expense. Client consents to C&W sharing Confidential Information with KBA or audit partner for such purposes.

Indemnification. C&W and Client each agree to indemnify and hold the other harmless from all claims, losses, expenses, fees (including reasonable attorney fees), costs, and judgments (including without limitation, any property damage, personal injury or death) that may be asserted against the other that result from the negligence or willful misconduct of the other, its employees, and its agents or any breach of this Agreement by either party.

Force Majeure. Except for the obligation to make payments, neither party will be liable to the other nor deemed in breach of this Agreement to the extent that performance is rendered impossible or delayed due to events beyond the control of the non-performing party (provided any such events are not due to the fault of or breach by the non-

performing party), including but not limited to act of war, terrorism, strike, fire, flood, storm, vandalism, cable cut, failure of telecommunications equipment, power failure, riot, explosions, governmental acts or orders or restrictions, acts of God, failure of suppliers, or any other reason where failure to perform is beyond the control of the non-performing party.

Governing Law & Arbitration. This Agreement is to be construed and governed in accordance with the laws of the State of New York, excluding its conflicts of laws principles. Except where a party is seeking injunctive or solely equitable relief, any controversy or claim arising out of or related to this Agreement or its breach, including but not limited to any claim based on tort or contract theories, will be settled by arbitration before a single arbitrator (or a panel of three arbitrators if the amount in issue exceeds \$250,000) in New York City, New York, in accordance with the United States *Arbitration Act* and current rules of the American Arbitration Association. Judgment upon the award rendered by the arbitrator(s) may be entered in any court of competent jurisdiction.

Headings. The headings used in this Agreement are for reference and convenience only and may not enter into the interpretation of this Agreement.

Non-Interference. To promote an optimum working relationship, the parties agree in good faith not to directly or indirectly solicit for employment or otherwise, any employee of the other or any person otherwise employed by the other without the prior written consent of the other party. This restriction will apply during the term of this Agreement and for a period of one (1) year after the expiration or termination of this Agreement. This restriction specifically excludes any public solicitations (e.g., newspaper advertisement) for employment and the employment of any respondents to those public solicitations.

Notices. Except as otherwise provided in this Agreement, all notices or other communications under this Agreement must be in writing and will be deemed to have been duly delivered or given: (a) upon delivery by hand (with written confirmation of receipt) before 5:00 p.m. ET on a business day (or otherwise on the next succeeding business day); or (b) the next business day after being deposited for delivery with a nationally recognized overnight delivery service, such as Federal Express, and addressed to Client at the address set forth in the introductory paragraph of this Agreement and if to C&W, addressed as follows:

If to C&W:

Cushman & Wakefield, Inc.
1290 Avenue of the Americas
New York, NY 10104
Attn: Global General Counsel

With copy to:

Cushman & Wakefield Inc.
721 Emerson, Suite 300
St. Louis, MO 63141
Attn: Lease Audit/Linda Schulz

Either party may change its address(es) for notices from time to time by providing written notice to the other in the manner set forth above.

Rules of Construction. This Agreement is to be construed so that, whenever applicable, the use of the singular includes the plural, the use of the plural includes the singular, the use of any gender is applicable to all genders, and the word "person" includes corporations, partnerships (including limited partnerships), estates, governmental authorities and all other entities, and all references to the parties include their officers, employees, agents, representatives, successors, heirs, assigns, and all associated entities. The titles and subtitles used in this Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement. This Agreement and each of the terms and provisions hereof are deemed to have been explicitly negotiated between, and mutually drafted by, the parties, and the language in all parts of this Agreement shall, in all cases, be construed according to its fair meaning and not strictly for or against either party. This Agreement is to be dated as of the Effective Date.

Severability. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

Waiver. Failure by either party to enforce any term of this Agreement is not to be deemed a waiver of enforcement of that term or any other term. No waiver of any right, term or condition of this Agreement will be effective unless in a writing that expressly references the right, term or condition waived and the writing is signed by the waiving party.

Further assurances. The parties shall cooperate in supplying such information as may be reasonably requested by another party to complete and file any forms, documents or instruments presently or hereafter required and shall

execute and deliver to each other such other documents and do such other acts and things, all as the other party may reasonably request for the purpose of carrying out the intent of this Agreement and the transactions contemplated thereby.

Limitation of Liability; Limitation of Remedy. Notwithstanding the form (e.g., contract, negligence or otherwise) in which any legal or equitable action may be brought against a party, in no event shall C&W be liable for damages which exceed the lessor of providers fees earned or One Hundred Thousand Dollars (\$100,000). UNDER NO CIRCUMSTANCES SHALL EITHER CLIENT OR C&W BE LIABLE TO THE OTHER FOR ANY INCIDENTAL, INDIRECT, CONSEQUENTIAL, SPECIAL, PUNITIVE, EXEMPLARY OR ANY OTHER SIMILAR DAMAGES OR LOSS (INCLUDING DAMAGES FOR LOSS OF BUSINESS, LOSS OF PROFITS, OR THE LIKE), WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, EVEN IF SUCH PARTY OR ITS REPRESENTATIVES HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHERMORE, UNDER NO CIRCUMSTANCES SHALL C&W BE LIABLE FOR FAILURE TO IDENTIFY OR RECOVER ALL OF THE OVERCHARGES THAT MAY EXIST. This provision shall survive termination of this Agreement.