

Kilroy Website Terms and Conditions

Last Updated: March 29, 2024

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING OUR WEBSITE.

ARBITRATION NOTICE: YOU AGREE THAT DISPUTES BETWEEN YOU AND US ARISING FROM OR RELATING TO THESE TERMS AND CONDITIONS OR THE WEBSITE WILL BE RESOLVED BY BINDING ARBITRATION AND YOU WAIVE YOUR RIGHTS TO A JURY TRIAL AND TO PARTICIPATE IN A CLASS ACTION LAWSUIT OR CLASS-WIDE ARBITRATION, AS FURTHER SET FORTH BELOW.

Introduction and Acceptance of Terms and Conditions The following terms and conditions (“Terms and Conditions” or “Terms”) govern (i) your access to and use of the Kilroy website owned and operated by Kilroy Realty, L.P. and its affiliates, located at <https://kilroyrealty.com> or any other Kilroy website that links to these Terms (individually and collectively, the “Website”). In these Terms, “we”, “our”, “us”, and “Kilroy” collectively refer to Kilroy Realty Corporation and its affiliates. The terms “you” and “yours” refer to the person using the Website.

Please read these Terms and Conditions carefully before you access or use the Website or any content, information, products, and services available on or through the Website (collectively, the “Services”).

By using the Website, you accept and agree to be bound and abide by these Terms and Conditions. If you do not agree to the Terms and Conditions, you must not access or

use the Website and Services. Capitalized terms used but not defined in these Terms and Conditions have the meaning given to them in our [Privacy Policy](#).

Description of Services

Eligibility and Availability

In order to access the Services through the Website, the following must be true:

- You are at least 18 years of age or older.
- You live in the United States and in a state or territory where the Website is made available.
- You agree to be legally bound by and comply with these Terms and Conditions.

If you do not meet all of these requirements, you must not access or use the Services or the Website. You understand and agree that satisfying the above requirements does not guarantee that you will receive the Services through the Website. In addition to the above requirements, Kilroy and its affiliates reserve the right to change or include new requirements as deemed appropriate in their sole discretion without providing prior notice to you.

Kilroy is based in the United States. We provide the Website and our Services for use only to persons located in the United States. We make no claims or representations that the Website or any of their content is accessible or appropriate outside of the United States. Access to the Website may not be legal by certain persons or in certain countries. If you access the Website from outside the United States, you do so on your own initiative and are responsible for compliance with local laws.

Information About You and Your Use of the Website

Please refer to our [Privacy Policy](#) to learn about our privacy practices with respect to your personal information.

Changes to the Terms and Conditions

We may revise and update these Terms and Conditions from time to time in our sole discretion. All changes are effective immediately when we post them and apply to all access to and use of the Website and Services thereafter. Your continued use or re-visitation of the Website following the posting of revised Terms and Conditions means that you accept and agree to the changes. The Website and Services are continually under development, and we reserve the right to revise or remove any part of the Terms, the Website, or the Services in our sole discretion at any time and without prior notice to you. You are expected to check this page from time to time so you are aware of any changes, as they are binding on you.

Accessing the Website

We reserve the right to withdraw or amend the Website and Services, and any material we provide on the Website and Services, in our sole discretion without notice. We will not be liable if, for any reason, all or any part of the Website is unavailable at any time or for any period. From time to time, we may restrict access to some parts of the Website and Services or the entirety of the Website and Services.

Intellectual Property Rights

The Website, the Services, and the entirety of their contents, features and functionality (including, but not limited to, all information, software, text, displays, images, video and

audio, and the design, selection and arrangement thereof), are owned, controlled or licensed by us, our licensors, suppliers or affiliates, or by other third parties who have licensed their materials to us and are protected by United States and international copyright, trademark, patent, trade secret and other intellectual property or proprietary rights laws. No right, title or interest in or to the Website or the Services or any content on the Website or the Services is transferred to you, and we reserve all rights not expressly granted herein. Any use of the Website or the Services not expressly permitted by these Terms and Conditions is a breach of these Terms and Conditions and may violate copyright, trademark and other laws.

The Kilroy names and logos and all related product and service names, brand colors, design marks and slogans are the trademarks or service marks of Kilroy. No trademark or service mark license is granted in connection with the materials contained within the Services or on the Website. Access to the Website or the Services does not authorize anyone to use any name, logo, or mark in any manner.

Prohibited Uses

You may use the Website and the Services only for lawful purposes and in accordance with these Terms and Conditions. You will comply with all applicable laws, including any and all laws in your relevant states and localities, pertaining to the use of the Website and Services.

You agree not to use the Website or the Services:

- In any way that violates any applicable federal, state, local or international law or

regulation (including, without limitation, any laws regarding the export of data or software to and from the United States or other countries).

- To impersonate or attempt to impersonate us, our employees, another user or any other person or entity (including, without limitation, by using e-mail addresses or screen names associated with any of the foregoing).
- To engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Website or the Services, or which, as determined by us, may harm us or other users of the Website or the Services or expose them to liability.

Additionally, you agree not to:

- Use the Website or the Services in any manner that could disable, overburden, damage, or impair the Website or the Services or interfere with any other user's use of the Website or the Services, including his or her ability to engage in real time activities through the Website or the Services.
- Use any robot, spider or other automatic device, process or means to access the Website or the Services for any purpose, including monitoring or copying any of the material on the Website or the Services.
- Use any manual process to monitor or copy any of the material on the Website or the Services or for any other unauthorized purpose without our prior written consent.
- Use any device, software or routine that interferes with the proper working of the Website or the Services.

- Introduce any viruses, Trojan horses, worms, logic bombs, keystroke logging, or other material which is malicious or technologically harmful.
- Attempt to gain unauthorized access to, interfere with, damage or disrupt any part of the Website or the Services, the server on which the Website are stored or the Services are hosted, or any server, computer or database connected to the Website or the Services.
- Attack the Website or the Services via a denial-of-service attack or a distributed denial-of-service attack.
- Otherwise attempt to interfere with the proper working of the Website or the Services.

Promotional Information

The Website may display or provide information regarding specific events, programs, offers, or promotions (“Promotional Offers”). Any such Promotional Offer is subject to its specific terms, conditions and restrictions. Please refer to and read carefully the terms, conditions and restrictions of each Promotional Offer. Kilroy or its promotional partners reserves the right to alter or withdraw any Promotional Offer at any time without notice. Each Promotional Offer is void where prohibited by law.

Access to Third Party Content, Services, or Sites

The Website and Services may include content or services provided by third parties, including links to other sites and resources provided by third parties, the links are provided for your convenience only. This includes links contained in advertisements. All

statements and/or opinions expressed in these materials, and responses to questions and other content, other than the content we provide, are solely the opinions and the responsibility of the person or entity providing those materials. These materials do not necessarily reflect our opinion. The availability of any third-party site, service or resource through the Website does not imply our endorsement of or our affiliation with any provider of such third-party site or resource. We are not responsible, or liable to you or any third party, for the content or accuracy of any materials provided by any third parties. If you decide to access any third-party site or resource linked to the Website, you do so at your own risk and subject to the terms and conditions of use for such site or resource. Portions of the Website may be controlled or operated by a third party, and such third party is responsible for those portions of the Website.

Access, Correction, and Data Integrity

Although we attempt to maintain the integrity and accuracy of the information on the Website, we make no guarantees as to its correctness, completeness, or accuracy. The Website may contain typographical errors, inaccuracies, or other errors or omissions. If you believe that information found on the Website is inaccurate or unauthorized, please inform us by contacting us at the contact details provided below.

Electronic Communications

You agree to receive invitations, notifications, reminders, and other communications from Kilroy (and any of its affiliates or agents) by e-mail, phone or other method of communication. These communications may include (but are not limited to):

- Promotional Offers; and

- Website and service updates.

By providing your e-mail address, you are agreeing to be contacted by or on behalf of Kilroy to receive marketing-related information and other operational services. These communications may not be secure. Unsecured communications pose a risk to the confidentiality and privacy of information being sent because they might be intercepted by a third party. You can opt out of receiving one of our e-mails by following the instructions for unsubscribing contained in the e-mails. Please allow us thirty (30) business days from when the request was received to complete the removal. Please note that even if you unsubscribe from commercial e-mail messages, we may still e-mail you non-commercial (transactional) e-mails related to your account and your transactions via the Website.

From time to time, we may offer you other opportunities to receive communications from us via calls, SMS text messages or similar technology (including via automatic telephone dialing equipment). These communications may be sent or initiated by Kilroy or its representatives (when communicating on our behalf and under our direction). Such communications may include communications to confirm, process and notify you about the Services you select or use, or be initiated for other customer service, account related or marketing purposes, subject to our receipt of any consents from you required by applicable law.

Disclaimer of Warranties

You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for anti-virus protection and accuracy of data input and

output, and for maintaining a means external to our Website for any reconstruction of any lost data. WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUS OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE WEBSITE OR ANY ITEMS OBTAINED THROUGH THE WEBSITE OR TO YOUR DOWNLOADING OF ANY MATERIAL POSTED ON THE WEBSITE, OR ON ANY SERVICES AVAILABLE VIA THE WEBSITE.

YOUR USE OF THE WEBSITE, ITS CONTENT, AND ANY ITEMS OBTAINED THROUGH THE WEBSITE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, AT YOUR OWN RISK, AND WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER WE NOR ANY OF OUR PARTNERS, AFFILIATES, RESPECTIVE LICENSORS OR SERVICE PROVIDERS MAKE ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, CURRENCY, ACCURACY, AVAILABILITY OR OPERATION OF THE WEBSITE, OR THE INFORMATION OR CONTENT INCLUDED THEREON. WITHOUT LIMITING THE FOREGOING, NEITHER WE NOR ANYONE ASSOCIATED WITH US REPRESENT OR WARRANT THAT THE WEBSITE, ITS CONTENT OR ANY SERVICES OFFERED THROUGH THE WEBSITE WILL BE ACCURATE, RELIABLE, ERROR-FREE OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT OUR WEBSITE, OUR (AND OUR SERVICE PROVIDERS') SERVERS, THE CONTENT, OR COMMUNICATIONS SENT FROM OR ON BEHALF OF US ARE FREE OF SCRIPT VIRUSES, TROJAN HORSES, WORMS, MALWARE, TIME BOMBS OR OTHER HARMFUL COMPONENTS OR DESTRUCTIVE CONTENT OR THAT THE WEBSITE OR ANY ITEMS OBTAINED THROUGH THE

WEBSITE WILL OTHERWISE MEET YOUR NEEDS, EXPECTATIONS, OR REQUIREMENTS OR ACHIEVE ANY INTENDED RESULTS. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM US OR THROUGH THE WEBSITE WILL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN.

TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, WE, ON OUR OWN BEHALF AND ON BEHALF OF OUR PARTNERS, AFFILIATES AND OUR RESPECTIVE LICENSORS AND SERVICE PROVIDERS, HEREBY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, WITH RESPECT TO THE WEBSITE, INCLUDING, BUT NOT LIMITED TO, ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, OPERABILITY, CONDITION, QUIET ENJOYMENT, VALUE, ACCURACY OF DATA AND SYSTEM INTEGRATION, AND WARRANTIES THAT MAY ARISE OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OR TRADE PRACTICE.

THE FOREGOING DOES NOT AFFECT ANY WARRANTIES WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR THE LIMITATIONS ON THE APPLICABLE STATUTORY RIGHTS OF A CONSUMER, SO SOME OF THESE EXCLUSIONS AND LIMITATIONS MAY NOT APPLY TO YOU.

Indemnification

You agree to indemnify and hold harmless Kilroy, its affiliates, its licensors, and its

service providers from and against any and all claims and expenses, including attorneys' fees, whether made by you, or on your behalf, or by any third party arising out of your use of or access to the Services and Website, including but not limited to claims arising out of (i) your violation of these Terms and Conditions; (ii) your violation of any third-party right including any copyright, trademark, trade secret, or privacy right; and (iii) any misrepresentation made by you. You agree to promptly notify Kilroy and cooperate fully with Kilroy in the defense of any claim. Kilroy reserves the right to assume the exclusive defense and control of any claim indemnified under this section by you.

Limitation on Liability

IN NO EVENT WILL WE, OUR AFFILIATES OR OUR RESPECTIVE LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS OR DIRECTORS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, THE WEBSITE, ANY WEBSITES LINKED TO IT, ANY CONTENT ON THE SERVICES OR SUCH OTHER WEBSITES OR ANY OTHER ITEMS OBTAINED THROUGH THE WEBSITE OR SUCH OTHER WEBSITES, INCLUDING ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, INCLUDING, BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, PROPERTY DAMAGE, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, BUSINESS INTERRUPTION, LOSS OF USE, LOSS OF GOODWILL, LOSS OR CORRUPTION OF DATA, COST OF SUBSTITUTE GOODS OR SERVICES, OR COMPUTER FAILURE OR MALFUNCTION.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL WE OR OUR PARTNERS, AFFILIATES OR ANY OF OUR RESPECTIVE LICENSORS OR SERVICE PROVIDERS, HAVE ANY LIABILITY ARISING FROM OR RELATED TO YOUR USE OF OR INABILITY TO USE THE WEBSITE FOR ANY ACTION YOU TAKE BASED ON THE INFORMATION YOU RECEIVE IN, THROUGH, OR FROM THE WEBSITE OR THE SERVICES.

THESE LIMITATIONS WILL APPLY WHETHER SUCH DAMAGES ARISE OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER THEORY OR CAUSE OF ACTION AND REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE OR WE WERE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

WE DO NOT GUARANTEE CONTINUOUS, UNINTERRUPTED OR SECURE ACCESS TO THE WEBSITE OR ANY OTHER RELATED SERVICES. THE OPERATION OF THE WEBSITE MAY BE INTERFERED WITH BY NUMEROUS FACTORS OUTSIDE OUR CONTROL. UNDER NO CIRCUMSTANCES SHALL WE BE LIABLE FOR ANY DAMAGES THAT RESULT FROM THE USE OF OR INABILITY TO USE THE WEBSITE, INCLUDING BUT NOT LIMITED TO RELIANCE BY YOU ON ANY INFORMATION OBTAINED FROM THE WEBSITE OR THAT RESULT FROM MISTAKES, OMISSIONS, INTERRUPTIONS, DELETION OF FILES OR E-MAIL, ERRORS, DEFECTS, VIRUSES, DELAYS IN OPERATION OR TRANSMISSION, OR ANY FAILURE OF PERFORMANCE, WHETHER OR NOT RESULTING FROM ACTS OF GOD, COMMUNICATIONS FAILURE, THEFT, DESTRUCTION, OR

UNAUTHORIZED ACCESS TO OUR RECORDS, OR PROGRAMS. YOU HEREBY ACKNOWLEDGE THAT THIS PARAGRAPH SHALL APPLY TO ALL CONTENT, DATA, AND INFORMATION SUBMITTED TO THE WEBSITE.

IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE WEBSITE OR THE SERVICES, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USE OF THE WEBSITE.

THE FOREGOING DOES NOT AFFECT ANY LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW. SOME JURISDICTIONS DO NOT ALLOW CERTAIN LIMITATIONS OF LIABILITY SO SOME OR ALL OF THE ABOVE LIMITATIONS OF LIABILITY MAY NOT APPLY TO YOU. IF YOU ARE A CALIFORNIA RESIDENT, YOU WAIVE CALIFORNIA CIVIL CODE § 1542, WHICH SAYS: A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR. IF YOU ARE A RESIDENT OF A STATE WITH PROTECTIONS SIMILAR TO CALIFORNIA CIVIL CODE § 1542, YOU HEREBY WAIVE SUCH PROVISIONS OR PROTECTIONS.

Termination

We may terminate your use of the Website or any portion of the Services for any or no reason at any time. YOU AGREE THAT WE WILL NOT BE LIABLE TO YOU OR ANY OTHER PARTY FOR ANY TERMINATION OF YOUR ACCESS TO THE WEBSITE.

Dispute Resolution By Binding Arbitration

PLEASE READ THIS CAREFULLY. IT AFFECTS YOUR RIGHTS.

MOST CONCERNS CAN BE RESOLVED QUICKLY AND TO THE USER'S SATISFACTION BY CONTACTING KILROY AT DATAPRIVACY@KILROYREALTY.COM. IN THE UNLIKELY EVENT THAT KILROY IS UNABLE TO RESOLVE YOUR CONCERNS, WE EACH AGREE TO RESOLVE THOSE DISPUTES THROUGH BINDING ARBITRATION OR SMALL CLAIMS COURT INSTEAD OF IN COURTS OF GENERAL JURISDICTION TO THE FULLEST EXTENT PERMITTED BY LAW, AND SUBJECT TO THE TERMS OF THIS AGREEMENT. ARBITRATION IS MORE INFORMAL THAN A LAWSUIT IN COURT. ARBITRATION USES A NEUTRAL ARBITRATOR INSTEAD OF A JUDGE OR JURY, ALLOWS FOR MORE LIMITED DISCOVERY THAN IN COURT, AND IS SUBJECT TO VERY LIMITED REVIEW BY COURTS. ARBITRATORS CAN AWARD THE SAME DAMAGES AND RELIEF THAT A COURT CAN AWARD. ANY ARBITRATION UNDER THIS AGREEMENT WILL TAKE PLACE ON AN INDIVIDUAL BASIS TO THE MAXIMUM EXTENT PERMITTED BY LAW; CLASS ARBITRATIONS, CLASS ACTIONS OR REPRESENTATIVE ARBITRATIONS ARE NOT PERMITTED. HOWEVER, IN ARBITRATION, BOTH YOU AND KILROY WILL BE ENTITLED TO RECOVER ATTORNEYS' FEES FROM THE OTHER PARTY TO THE SAME EXTENT AS YOU WOULD BE IN COURT.

Arbitration Agreement:

(a) Kilroy and you agree to arbitrate any and all disputes, including any disputes related to the Website and claims between us arising out of or relating to this Agreement and use of the Website and Services, except any disputes or claims which under governing law are not subject to arbitration, to the maximum extent permitted by applicable law. This agreement to arbitrate is intended to be broadly interpreted and to make all disputes and claims between us subject to arbitration to the fullest extent permitted by law. However, any dispute you or we may have relating to copyrights or other intellectual property shall not be governed by this agreement to arbitrate. For the avoidance of doubt, this means that any claims you or we may have relating to intellectual property rights against the other, including injunctive and other relief sought, may be brought in a court of competent jurisdiction. The agreement to arbitrate otherwise includes, but is not limited to: claims based in contract, tort, warranty, statute, fraud, misrepresentation or any other legal theory; claims arising out of or relating to any aspect of the relationship between us arising out of the use of the Website or Services; claims that arose before this or any prior agreement (including, but not limited to, claims relating to advertising); claims that are currently the subject of purported class action litigation in which you are not a member of a certified class; claims arising out of or relating to the Telephone Consumer Protection Act; claims relating to your data privacy or information security; and claims that may arise after the termination of these Terms.

For purposes of this arbitration provision, references to “Kilroy,” “you,” and “us” shall include our respective parent entities, subsidiaries, affiliates, agents, employees, predecessors in interest, successors and assigns, websites of the foregoing, as well as all authorized or unauthorized users or beneficiaries of services, products or information

provided or made available under this or prior Terms between us relating to or arising from any aspect of your use or access of the Website or Services. Notwithstanding the foregoing, either party may bring an individual action in small claims court. You agree that, by entering into these Terms and Conditions, you and Kilroy are each waiving the right to a trial by jury or to participate in a class or representative action to the maximum extent permitted by law. These Terms evidence a transaction in interstate commerce, and thus the Federal Arbitration Act governs the interpretation and enforcement of this arbitration provision. This arbitration provision shall survive termination of the Terms or your relationship with Kilroy for any reason.

(b) A party who intends to seek arbitration must first send to the other, by certified mail, a written Notice of Dispute (“Notice”). The Notice to Kilroy should be addressed to: Kilroy Realty, L.P., 12200 West Olympic Blvd., Suite 200, Los Angeles, CA 90064, ATTN: Legal Department (“Notice Address”). The Notice must describe the nature and basis of the claim or dispute and set forth the specific relief you seek from Kilroy (“Demand”). If Kilroy and you do not reach an agreement to resolve the claim within 30 days after the Notice is received, you or Kilroy may commence an arbitration proceeding. During the arbitration, the amount of any settlement offer made by Kilroy or you shall not be disclosed to the arbitrator until after the arbitrator determines the amount, if any, to which you or Kilroy is entitled. In arbitration, and to the extent otherwise permitted by law, the parties may exchange “offers of compromise” or stipulate to judgments or awards in the same way the parties could in court, including for example, under California Code of Civil Procedure Section 998 for arbitrations taking place in California. Such offers of compromise shall have the same force and effect as they would in a court proceeding. The arbitration proceedings shall otherwise remain

confidential, except for purposes of seeking court intervention (if necessary).

You may obtain more information about arbitration from www.adr.org

(c) After Kilroy receives notice at the Notice Address that you have commenced arbitration, it will promptly reimburse you for your payment of the filing fee. The filing fee currently is \$200, but is subject to change by the arbitration provider. The arbitration will be governed by the Consumer Arbitration Rules (the “AAA Rules”) of the American Arbitration Association (“AAA”), as modified by the Terms, and will be administered by the AAA. The AAA Rules are available online at www.adr.org, by calling the AAA at 1-800-778-7879, or by writing to the Notice Address. The AAA Rules may change from time to time, and you should review them periodically.

All issues are for the arbitrator to decide, including the scope and enforceability of this arbitration provision as well as the Terms’ other terms and conditions, and the arbitrator shall have exclusive authority to resolve any such dispute relating to the scope and enforceability of this arbitration provision or any other term of the Terms including, but not limited to any claim that all or any part of this arbitration provision or the Terms is void or voidable. However if putative class or representative claims are initially brought by either party in a court of law, and a motion to compel arbitration is brought by any party, then the court shall decide whether this agreement permits class proceedings. For the avoidance of doubt, the court and arbitrator shall be bound by the terms of these Terms and Conditions, including with regard to the class and representative waiver provision. In any arbitration, the arbitrator shall be bound by the terms of these Terms and Conditions and shall follow the applicable law. The arbitrator shall not have

the power to commit manifest errors of law or legal reasoning, and any award rendered by the arbitrator that employs a manifest error of law or legal reasoning may be vacated or corrected by a court of competent jurisdiction for any such error. Unless Kilroy and you agree otherwise, any arbitration will be governed by the substantive laws of California, and hearings will take place in the county (or parish) of your billing or registered address. Case management and other hearings shall be heard via telephone unless otherwise agreed to. If, however, the arbitrator finds that either the substance of your claim or the relief sought in the Demand is frivolous or brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)), then the payment of all such fees will be governed by the AAA Rules. In such case, you agree to reimburse Kilroy for all monies previously disbursed by it that are otherwise your obligation to pay under the AAA Rules.

(d) Discovery and/or the exchange of non-privileged information relevant to the dispute will be governed by the AAA Rules.

(e) YOU AND KILROY AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING TO THE MAXIMUM EXTENT PERMITTED BY LAW. Further, unless both you and Kilroy agree otherwise, the arbitrator or arbitration administrator may not consolidate or aggregate more than one person's claims (except as set forth in subparagraph (f) below) and may not otherwise preside over any form of a representative or class proceeding. The arbitrator may award injunctive relief only in

favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. If this specific subparagraph (e) is found to be unenforceable in its entirety, then the entirety of this arbitration provision shall be null and void. However, if only a portion of this subparagraph (e) is found to be unenforceable, then the unenforceable portion of the provision shall be stricken, and the remainder of subparagraph (e) enforced. Any claims or causes of action seeking relief not subject to individual arbitration under applicable law shall be stayed in a court of competent jurisdiction pending completion of individual arbitration to the maximum extent permitted by law. Nothing in subparagraph (e) or (f) below shall prevent you or Kilroy from participating in a classwide settlement of claims.

(f) YOU AND KILROY AGREE THAT ADMINISTRATION OF ANY MASS, COLLECTIVE OR BATCH ARBITRATION SHALL BE GOVERNED BY THE TERMS SET FORTH IN THIS SUBPARAGRAPH (F). You and Kilroy agree that a "mass, collective, and/or batch arbitration" includes, but is not limited to, instances in which you and others are represented by a law firm or collection of law firms or legal counsel that has filed more than 150 arbitration demands of a substantially similar nature against Kilroy, alleging similar or identical claims or causes of action, within 180 days of the arbitration demand filed on your or others behalf, and the law firm or collective of legal counsel/law firms seeks to simultaneously or collectively administer and/or arbitrate all the arbitration demands together. If more than 150 arbitration demands of a substantially similar nature, alleging the similar or identical claims or causes of action, are filed against Kilroy by the same law firm or collection of legal counsel/law firms within 180 days of one another, each arbitration demand must be filed, administered, arbitrated, and resolved pursuant to this subparagraph (f).

Specifically, in order to increase the efficiency of resolution for any mass, collective, and/or batch arbitration, in the event 150 or more similar arbitration demands against Kilroy are filed within a 180 day period pursuant to the above, the arbitration provider shall (i) group the arbitration demands into batches of no more than 150 demands per group; and (ii) provide for resolution of each group or batch as a single arbitration with one set of filing and administrative fees and a single arbitrator assigned per group or batch. You and Kilroy agree to cooperate in good faith with the arbitration provider to implement the aforementioned protocol for mass, collective, and/or batch arbitrations with regard to resolution, fees and administration. If subparagraphs (f)(i) or (f)(ii) are not enforced, or the arbitration provider refuses to follow these specific mass, collective, and/or batch arbitration protocols, then each arbitration demand must be filed, administered, arbitrated, and resolved individually, or the parties agree to seek out a different, mutually agreeable and widely-recognized arbitration organization agreeable to follow subparagraphs (f)(i) or (f)(ii). If any other portion of this subparagraph (f) is found to be unenforceable, then the unenforceable portion of the provision shall be stricken, and the remainder of subparagraph (f) and this agreement shall be enforced to the maximum extent permitted by law. Mass, collective, and/or batch arbitrations shall otherwise be subject to all other substantive and procedural terms contained within this agreement.

(g) Notwithstanding any provision in the Terms to the contrary, we agree that if Kilroy makes any change to this arbitration provision (other than a change to the Notice Address) after your use of the Website, you may reject any such change and require Kilroy to adhere to the language in this arbitration provision as written at the time of your access to this Website if a dispute between us arises, by providing Notice to Kilroy at

the Notice Address in subsection (b) above.

Miscellaneous

Governing Law and Jurisdiction

All matters relating to the Website and these Terms and Conditions and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be governed by the “Dispute Resolution by Binding Arbitration” Section of these Terms (including with respect to the choice of law and venue for any dispute) and the Federal Arbitration Act. To the fullest extent permitted by law, interpretation or application of any provision of these Terms and Conditions and any disputes arising out of or relating to it shall be governed by the laws of the State of California regardless of where you access the Website, and notwithstanding any conflicts of law principles. In the event that court intervention is required with respect to interpretation, application, or enforcement of the “Dispute Resolution by Binding Arbitration” Section of these Terms (including without limitation for petitions to confirm or vacate arbitration awards), the parties hereby consent to the jurisdiction of the federal courts located in Los Angeles, California to the maximum extent permitted by law. This provision and the terms set forth in the “Dispute Resolution by Binding Arbitration” Section of these Terms for Dispute Resolution shall survive termination of your relationship with Kilroy, or termination of the Terms.

Limitation of Time to File Claims

Any action, claim or dispute you have against us must be filed within one (1) year, unless prohibited by applicable law. The one-year period begins when the claim or notice of dispute first could be filed. If a claim or dispute is not filed within one year, it is

permanently barred.

Notices

You agree that we may provide you with notices, including those regarding changes to these Terms and Conditions, by e-mail to the address you provide to us.

Entire Agreement

These Terms and Conditions and our [Privacy Policy](#) constitute the entire agreement between you and us with respect to the Website or Services and supersede all prior or contemporaneous understandings and agreements, whether written or oral, with respect thereto. No failure to exercise, and no delay in exercising, on the part of you or us, any right or any power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or power hereunder preclude further exercise of that or any other right hereunder. In the event of a conflict between these Terms and Conditions and any other terms, the terms of these Terms and Conditions shall govern. If any provision of these Terms and Conditions is illegal or unenforceable under applicable law, the remainder of the provision will be amended to achieve, as closely as possible, the effect of the original term and all other provisions of these Terms and Conditions will continue in full force and effect. The headings of sections and paragraphs in these Terms and Conditions are for convenience only and shall not affect its interpretation.

Should you have any questions or concerns about these Terms and Conditions or any of its provisions, contact us by phone at 833-319-2998 or email us at dataprivacy@kilroyrealty.com.