

LEED[®] Dynamic Plaque[™]

Program Agreement

BY ACCEPTING THIS AGREEMENT YOU ACKNOWLEDGE THAT YOU ARE FULLY AWARE OF AND AGREE TO ALL OF THE FOLLOWING TERMS, CONDITIONS, AND PROVISIONS, YOU REPRESENT THAT YOU HAVE CONSULTED WITH AN ATTORNEY ABOUT YOUR RIGHTS AND OBLIGATIONS HEREUNDER, AND YOU ARE HEREBY ENTERING INTO A LEGALLY BINDING AGREEMENT.

This LEED Dynamic Plaque Program Agreement (this “Agreement”) is entered into by and between you and the Green Building Certification Institute (“GBCI”), a non-profit corporation of the District of Columbia located at 2101 L Street, NW, Suite 500, Washington, DC 20037, and constitutes a binding agreement between you and GBCI.

1. PURPOSE. The purpose of this Agreement is to establish the terms and conditions that govern your participation in the LEED Dynamic Plaque Program (the “Program”) with respect to the building or interior space identified by you upon registration (the “Project”). If you register for a trial for the Services (defined below), this Agreement will also govern that trial.

2. TERM. This Agreement will become effective upon your acceptance hereof (the “Effective Date”). If you register for a limited trial subscription, GBCI will make the Services available to you on a trial basis free of charge until the earlier of: i) the end of the free trial; or ii) the start date of any purchased subscription ordered by you for such Services (the “Trial Period”). If you register for a purchased subscription, GBCI will make the Services available to you for the duration of the selected subscription period (the “Initial Term”). After the Initial Term this Agreement will continue on an automatically renewing annual basis unless either party provides advance notice of its intent not to renew or you agree to an additional minimum term commitment (each a “Renewal Term” and collectively with the Trial Period and the Initial Term the “Term”).

3. LEED DYNAMIC PLAQUE SERVICES. GBCI will provide you with the following services: i) monitoring; ii) support; iii) scoring; and iv) programming (the “Services”). Each of these aspects of the Services are briefly described below and explained in greater detail within the LEED Dynamic Plaque Website located at <http://www.leedon.io> (the “Program Website”). GBCI reserves the right to change the Services provided under the Program from time to time subject to your rights to terminate this agreement per Section 15 below. Any revisions to the Services will be published within the Program Website. You hereby represent and warrant that you have fully reviewed the description of the Services within the Program Website, and you agree to check for updates often. GBCI may provide the opportunity to enhance the Services with additional products and offerings by GBCI, resellers, or other third party service providers (“Enhanced Services”). Your use of these Enhanced Services may be conditioned on your acceptance of additional terms.

3.1. Monitoring. You understand and acknowledge that your participation in the Program is conditioned on your collection and submission of certain information to GBCI in the appropriate format and at the specified intervals as described within the Program Website. GBCI will remotely monitor the performance of the Project via the information that you collect and submit, or cause to be collected and submitted by occupants, tenants, service providers, automated building monitoring or operations systems, or otherwise. You understand that you are solely responsible for ensuring the collection and submission of the requisite information and for its accuracy and integrity. The collection and/or submission of this information may require third party hardware, software, or services, which you agree to procure at your sole expense.

3.2. Support. GBCI agrees to provide you with support regarding the configuration and activation of the Display Unit and Supported Device (each defined below), as well as conceptually explaining the services, programs, and equipment available to collect and submit the required information referenced above based on general applications. This support is limited to online videos, documents, and call-center customer service assistance. GBCI may make available optional support services intended to assist you to identify appropriate

service providers, equipment, and/or systems based on your specific circumstances and infrastructure, and/or acquire the required information on your behalf (collectively, “Optional Services”). Your use of these Optional Services may be conditioned on your acceptance of additional terms.

3.3. Scoring. GBCI will determine the LEED® Performance Score™ for your Project upon receipt of your complete submission of the required information. The LEED Performance Score is continually generated via an interdisciplinary weighted scoring algorithm which measures, amongst other things, outcomes derived from the implementation of performance-oriented aspects of the LEED Green Building Rating Systems (“LEED”), prior achievements under the LEED Certification Program, and the level of ongoing participation in the Program. Recertification will be supported by the LEED Performance Score for the Project. The Program, while regulated by specific policies and standards developed by GBCI and GBCI’s affiliate, U.S. Green Building Council, Inc. (“USGBC”), also requires discretion and judgment. The LEED Performance Score and any Recertification associated with the Project will be determined at the sole discretion of GBCI based on GBCI’s interpretation of LEED, the substance and sufficiency of the information you submit to GBCI, and any other information or factors that GBCI deems relevant.

3.4. Programming. The Services include the generation of streaming or other media conveying the LEED Performance Score and other information regarding the Project (the “Programming”). Certain online features and functionality included in the Services may operate based on minimum hardware or software requirements. You are solely responsible for obtaining compatible systems and equipment. GBCI may temporarily discontinue the Programming during system updates or while undertaking scoring activities. GBCI may remotely activate, disable, change, remove, or upgrade any feature, functionality, application, or software associated with any Display Unit, Supported Device, media content, or online software without notice to you.

4. LEED DYNAMIC PLAQUE DISPLAY UNIT AND SUPPORTED DEVICE. Depending on your selections, GBCI may provide you with a LEED Dynamic Plaque Display Unit (the “Display Unit”), or other general-purpose multi-media device configured for use in connection with the Program (a “Supported Device”). The Display Unit and Supported Device will only be used for displaying content approved by GBCI. The Display Unit and Supported Device may require installation and/or connections to standard three-prong 110 volt power outlets, RJ45 network cables or wall outlets, and/or a wireless internet network with adequate signal strength in the desired locations. You agree to mount the Display Unit within the Project and to establish and maintain the necessary outlets, electrical service, and internet connectivity in your desired location of use at your sole expense. Descriptions of the available Display Unit(s) and Supported Device(s) are provided within the Program Website. You hereby represent and warrant that you have fully reviewed these descriptions and will check for updates often.

The Display Unit and Supported Device provided by GBCI will be used exclusively in connection with the Program as it relates to the Project, only for the purposes pursuant to this Agreement, and without making any modification thereto. You will not take any action or allow anyone else to take any actions designed to take apart, reverse engineer, or otherwise derive how the Display Unit or Supported Device is assembled or operates, including without limitation, any associated firmware or programming. If you encounter or are notified of a malfunction or defect, you will promptly disconnect, discontinue use of, and/or remove the affected Display Unit or Supported Device until it can be repaired or replaced. Otherwise, you will not tamper or interfere with the Display Unit or Supported Device or permit others to do so. GBCI reserves the right to discontinue service to your Display Unit and/or Supported Device upon providing alternate equipment of equal or higher quality and function.

GBCI will repair or replace any non-functioning or damaged Display Unit or Supported Device provided by GBCI under this Agreement. GBCI may use reconditioned parts in making repairs or replacements. You agree not to allow anyone other than GBCI and GBCI’s authorized agents to repair the Display Unit. You agree to provide access to the Display Unit, Supported Device, and other equipment provided under this Agreement to GBCI or GBCI’s agents upon GBCI’s request for the purposes of performing diagnostics, repairs, updates, or upgrades. You agree to pay all applicable fees associated with non-warranted repairs per Section 8 below.

5. INTELLECTUAL PROPERTY & TRADE SECRETS. The Program, including without limitation, the Display Unit, any Supported Device, the Programming, and GBCI's methods of monitoring, measuring, and scoring, is based upon proprietary content, ideas, software and firmware applications, business methods, devices, inventions, and trade secrets that constitute valuable intellectual property and trade secrets developed, authored, commissioned, copyrighted, patented, licensed, or otherwise procured by GBCI (the "GBCI Intellectual Property"). GBCI hereby grants you a revocable, non-transferable, and non-exclusive license (without the right to sublicense) to access and use the Display Unit, Supported Device, and the Services during the Term of this Agreement solely in connection with, and for the purpose of, determining and displaying the LEED Performance Score and other metrics regarding the Project as measured and determined by GBCI ("Permitted Uses").

GBCI holds certain rights to several proprietary trademarks, service marks, certification marks, logos and other graphic images, including but not limited to, the following trademarks: LEED[®], LEED[®] Dynamic Plaque[™], LEED[®] Performance Score[™], LEED[®] Certified[™], LEED Silver[®], LEED Gold[®], LEED Platinum[®], USGBC[®], U.S. Green Building Council[®], GBCI[®], Green Building Certification Institute[™], and a number of associated logos and symbols (collectively, the "Marks"). GBCI grants you the limited right and license to use the Marks as set forth on the Program Website. You agree to use the Marks in accordance with all applicable laws, rules and regulations. You further agree to comply at all times with the USGBC Trademark Policy as published by U.S. Green Building Council, Inc. ("USGBC"), and as may be updated from time to time (the "Trademark Usage Policy"), and any other reasonable related standards associated with the use of the Marks as provided by GBCI in writing to you. The Trademark Usage Policy is available at the USGBC website: <http://www.usgbc.org>. You hereby represent and warrant that you have fully reviewed the Trademark Usage Policy, and you agree to check for updates often.

You agree to hold in strict confidence and not to reveal, disclose, or use any trade or proprietary secrets, directly or indirectly, that may be disclosed to or learned by you in the course of your participation in the Program under this Agreement. This includes, without limitation, the design, internal operation, and programming of the Display Unit or the Supported Device, the variables and functions associated with GBCI's scoring algorithm, any special pricing or discounts extended or offered to you, or any information, data, or aspect of the Program deemed a trade or proprietary secret by GBCI in advance and in writing, or that could reasonably, from the context of the disclosure, be understood or expected to be confidential. These business methods, processes, and designs will always remain the property of GBCI and its licensors. The confidentiality obligations stated in this Section 5 will not extend to any information, documents, or materials that: i) become publicly available without breach of this Agreement, ii) are received from a third party without restriction; or iii) are independently developed without reference to information received hereunder from GBCI.

You acknowledge that the GBCI Intellectual Property and the Marks constitute valuable assets held by USGBC, GBCI, and their licensors, and are protected by trademark, copyright, trade secret, patent, and other laws and international treaties. You acknowledge and agree that any unauthorized use of such assets constitutes both intellectual property infringement and a material breach of this Agreement. All rights not expressly granted herein are reserved. This Agreement provides you a mere license in accordance with the terms herein and does not constitute a transfer of ownership interests with regard to the intellectual property associated with the Program. All use of such intellectual property and the goodwill associated therewith will inure to the benefit of USGBC and GBCI.

You will not engage in or support any action, claim, or challenge that is inconsistent with the foregoing. You acknowledge that the intellectual property, trade secrets, and goodwill associated therewith possesses special, unique, and extraordinary characteristics, which make difficult the assessment of monetary damages that GBCI and USGBC would sustain as a result of your unauthorized use of the same. You recognize that GBCI and USGBC would suffer irreparable injury by such unauthorized use and agree that injunctive and other equitable relief is appropriate in the event of a breach by you of any of the terms of this Section 5. Such remedy will neither be exclusive of any other remedies available to GBCI and USGBC nor will it be deemed an election of remedies by GBCI or USGBC.

6. COLLECTED INFORMATION. You agree that, to the extent permitted by applicable law, GBCI will collect and retain extensive information about you and the Project, including without limitation, any information provided to GBCI prior to executing this Agreement and the information regularly submitted with regard to the monitoring aspects of the Services. You hereby grant GBCI, USGBC, and each of their respective subsidiaries, affiliates, and subcontractors, a perpetual, non-exclusive, royalty-free, fully paid-up and irrevocable license to access, use, perform, publish, display, reproduce and create derivative works from such information for the purposes of providing the Services. This license also grants GBCI, USGBC, and each of their respective subsidiaries, affiliates, and subcontractors, the right to access, use, perform, publish, display, reproduce and create derivative works from such information as described on the Program Website, as may be revised from time to time. GBCI will provide you with no less than ninety (90) days' prior written notice of any change to the Program Website regarding the permitted uses of the information that you submit, or cause to be submitted, regarding or relating to the Project. If you do not agree to any changes in the way GBCI and USGBC will use this information, your sole remedy is to terminate this Agreement pursuant to Section 9. You hereby represent and warrant that you have fully reviewed the information regarding how GBCI and USGBC will use this information as described within the Program Website, and you agree to check for updates often. If you have any questions or concerns about the way GBCI and USGBC intend to use your information, or you require special handling of this information, please contact GBCI by email sent to contact@leedon.io prior to accepting this Agreement.

Nothing in this Agreement will prevent USGBC or GBCI from disclosing information where legally compelled to do so by duty, order, or command under color of law. Unless prohibited by law, prompt notice of any compelled disclosure will be provided to you to facilitate an opportunity to limit or prevent such disclosure at your sole expense. Without limitation, GBCI and/or USGBC may disclose information about you or your building or interior space if such disclosure, in GBCI's or USGBC's reasonable discretion, is deemed to be in the interest of public safety.

GBCI does not wish to receive information deemed classified, controlled, sensitive, or otherwise restricted by any sovereign government entity. Any information or material submitted to GBCI will be deemed not to be classified, controlled, sensitive, or otherwise restricted. By submitting information to GBCI, you represent and warrant that such information, be it to support your LEED Performance Score or otherwise, is not classified, sensitive, restricted, controlled for export under the International Traffic in Arms Regulations, 22 C.F.R. Part 120 et seq. or the Export Administration Regulations, 15 C.F.R. Part 730 et seq., or otherwise controlled. Further, you represent and warrant that your receipt of the Display Unit, Supported Device, and/or use of the Services does not violate any U.S. or other applicable law or regulation (e.g., you are not located in an embargoed country or are not listed as a prohibited or restricted party under applicable export control laws and regulations).

7. TRANSMISSION SYSTEMS AND RELIABILITY. While GBCI aims for the Services to be highly reliable and available, they are not intended to be reliable or available 100% of the time. GBCI does not offer any specific uptime guarantee. The Services may be subject to sporadic interruptions and failures for a variety of reasons beyond GBCI's control. You understand that: i) the Display Unit, the Supported Devices, and some aspects of the Services require one or more transmission systems (such as DSL, broadband, cellular, radio, internet, etc.) to operate; ii) these transmission systems are maintained and serviced solely by third party transmission system providers; iii) these transmission systems may be affected by faulty or failed equipment, weather conditions, power outages, upgrade or maintenance work, or other interruptions in service; and iv) any such conditions or changes made to these transmission systems may disrupt the operation of the Display Unit, the Supported Device, and/or provision of the Services. GBCI is not required to provide Services to you while any such disruption continues. GBCI may not be aware of the existence of any such problem with the transmission system if one occurs. You agree to promptly notify GBCI of any such problems if encountered.

8. CHARGES, BILLING & COLLECTIONS. You agree to pay all charges associated with the Program, including and without limitation, Subscription Fees, Device Fees, Repair Fees, Optional Service Fees, applicable federal, state, and local taxes (however designated), permitting and regulatory fees, and any other fees or assessments of any municipal, state, federal, or foreign government imposed on GBCI or the Services.

You agree to pay any government imposed fees and taxes that become applicable retroactively. As used herein, the term “Subscription Fees” refers to the subscription fee-rate selected by you in conjunction with your registration of the Project under the Program, or that is then in effect upon each subsequent annual or minimum term renewal, whichever the case may be, and that is associated with your receipt of the Services from GBCI. The term “Device Fees” refers to the purchase price or fee-rate associated with your purchase of a Display Unit or Supported Device under this Agreement. The term “Optional Service Fees” refers to any charges incurred by you associated with your selection and receipt of any Optional Services per Section 3 of this Agreement. The term “Repair Fees” refers to any charges incurred by you for parts and labor, or replacement costs, as necessary to repair or replace the Display Unit or Supported Device provided by GBCI in the case such parts and labor or replacements are not otherwise covered by GBCI’s limited warranty per Section 11 of this Agreement.

You will be billed on an annual basis, in advance, for any Subscription Fees and reoccurring Device Fees. You will be billed at the time charges are incurred with respect to any Repair Fees and non-reoccurring Device Fees. You will receive an electronic (paperless) invoice via email unless you request us to mail you a physical invoice. If you receive the Services under a promotion, regular charges will apply after the promotional period ends. If you are receiving other services from GBCI, or GBCI’s affiliate USGBC, GBCI may elect, in its sole discretion, to provide you with a single bill for all services rendered.

If you use a credit card to pay for the Services, use of the card is governed by the card issuer agreement, and you must refer to that agreement for your rights and liabilities as a cardholder. If GBCI does not receive payment from your credit card issuer or its agents, you agree to pay all amounts due upon demand. GBCI utilizes a third party credit card processing service to facilitate online transactions. This service provider will collect and retain your personal and credit card information as necessary to facilitate the transactions addressed herein. If you make payment by check, you authorize GBCI to collect your check electronically. GBCI may offer an automatic credit card-based payment feature for remittance of reoccurring charges. If you elect to submit payments automatically, you authorize GBCI to charge the provided credit card to pay for the annually occurring Subscription Fee charges during the Initial Term and each Renewal Term thereafter.

SUBJECT TO APPLICABLE LAW, YOU MUST CONTACT GBCI WITHIN SIXTY (60) DAYS OF THE DATE ON THE APPLICABLE INVOICE IF YOU INTEND TO DISPUTE A CHARGE. YOU IRREVOCABLY WAIVE THE REMEDY OR ADJUSTMENT OF ANY DISPUTED INVOICED AMMOUNT THAT YOU DO NOT REPORT WITHIN THIS SIXTY (60) DAY PERIOD. IF YOU FAIL TO PAY THE FULL AMOUNT DUE HEREUNDER, THEN GBCI, IN ITS SOLE DISCRETION AND IN ACCORDANCE WITH APPLICABLE LAW, MAY SUSPEND OR DISCONNECT ANY OR ALL THE SERVICES YOU RECEIVE.

GBCI does not waive its rights to collect the full balance owed by accepting partial payment or continuing to provide Services. You agree to pay the reasonable costs of any action undertaken by GBCI to collect money owed by you. These costs include, but are not limited to, any collection agency’s fees, reasonable attorneys’ fees, and arbitration or court costs.

9. TERMINATION. You may terminate this Agreement at anytime upon providing GBCI with written notice. GBCI may terminate this Agreement immediately and without notice to you if you fail to timely pay GBCI any fees due under this Agreement. Without limiting the forgoing regarding non-payment, this Agreement will terminate if you breach your obligations under this Agreement and you fail to cure such breach within thirty (30) days from the date notice of breach is provided to you by GBCI. This Agreement will automatically terminate if: i) you do not upgrade to a paid subscription prior to the expiration of the Trial Period, if any; or ii) you sell, transfer, or otherwise dispose of all or substantially all of your interest in the Project, unless the recipient of such interest agrees to assume your obligations as a party to this Agreement as evidenced by writing, in a form acceptable to GBCI in GBCI’s sole discretion.

To the extent allowed by law, GBCI may terminate this Agreement at any time upon notice to you if: i) GBCI determines that it is impractical to continue service due to your material modification or alteration of the Project following your receipt of LEED certification, if any; or ii) a change in applicable law materially increases

GBCI's cost of providing the Services and/or modifies or changes GBCI's liability associated with its provision of Services.

You acknowledge that GBCI and USGBC have established prestige and goodwill in the Program and the Marks, which are well recognized in the minds of the public throughout the world. It is of great importance, and in the mutual interest of you, GBCI and USGBC, that your conduct, as well as the performance and operation of the Project, embody the highest standards and reputation connected with GBCI, USGBC, and LEED. Therefore, you agree, regardless of any other provision in this Agreement to the contrary, and without limiting any other provision or remedy allowed herein, that if you use the Marks in any manner that could or does disparage, tarnish, or dilute the distinctive quality of the Marks or the reputation and goodwill embodied in the Marks, or which would reflect adversely on the Marks, GBCI, USGBC, the LEED Green Building Rating System, and/or the Program, in GBCI's sole absolute discretion, then at the time of any such act or at any time after GBCI learns of any such act, GBCI will have the right, at its sole option, to terminate this Agreement by written notice to you.

Upon termination of this Agreement GBCI will no longer provide the Services to you, and GBCI may, in its sole discretion, delete or destroy any and all data regarding your building or interior space. Further, all of your rights to use the Marks and the Services pursuant to the license granted under this Agreement will terminate and you must immediately discontinue all use and display of the Marks and the Services. All fees owed to GBCI by you as of the effective date of such termination, and any applicable early termination fee, must be paid to GBCI in full within thirty (30) days of the effective date of such termination. There will be no refund of any fees that have been paid to GBCI under this Agreement at the time of termination.

It is expressly understood and agreed that the parties' respective obligations under this Agreement in Sections 5 and 6, Sections 8 through 14, and Sections 17 through 25 will survive any termination of this Agreement.

10. EARLY TERMINATION FEE. You agree that the fees due under this Agreement with respect to the Initial Term and each Renewal Term are based on your Agreement to receive and pay for the Services for the full duration of the Initial Term or Renewal Term. Accordingly, you agree that if this Agreement is terminated for any reason other than GBCI's breach or termination by GBCI due to a force majeure event per Section 16 of this Agreement you will pay GBCI an amount equal to the Subscription Fees that would have been otherwise due GBCI during the remaining Initial Term or then-current Renewal Term, whichever the case may be, had not been for such termination. This amount is a termination fee and is an agreed upon amount of damages, not a penalty.

GBCI will waive the foregoing Early Termination Fee if you sell, transfer, or otherwise dispose of all or substantially all of your interest in the Project and you meet the following conditions: i) you provide GBCI with no less than thirty (30) days notice of termination arising from the sale, transfer, or other disposition of your Project; ii) you substantiate the transfer of the Project and the assignment of the applicable certification agreement, if any, to the new owner; iii) you provide documentation of your commercially reasonable efforts to convey the remainder of your subscription to the applicable recipient of your interests in the Project; and iv) you return those Display Units and Supported Devices provided to you by GBCI under this Agreement. Per Section 9 above, there will be no refund of any fees that have been paid to GBCI under this Agreement at the time of termination.

11. REPRESENTATIONS AND WARRANTIES BY GBCI. GBCI warrants that if any part of a Display Unit or Supported Device provided to you by GBCI under this Agreement does not work because of a defect, or because of ordinary wear and tear, GBCI will provide all labor, material and parts necessary to repair or replace that part at no charge. GBCI warrants the function of the Display Unit and Supported Device only for the Term of this Agreement. You must notify GBCI of any problem you claim this limited warranty covers within the warranty period. This limited warranty is for your benefit only and may not be enforced by any other person. This limited warranty does not apply if, upon inspection, GBCI determines that the need for the repairs or replacement was caused by acts beyond GBCI's control such as physical damage, power surge, misuse, lack of proper maintenance, unauthorized changes, unauthorized third party repairs, or acts of God (including lightning,

fires, earthquakes, tornadoes, hurricanes, floods, etc.). Regardless of any provision to the contrary, this limited warranty will not survive beyond the termination of this Agreement.

THIS LIMITED WARRANTY IS THE ONLY WARRANTY GBCI MAKES WITH REGARDS TO THE DISPLAY UNIT, ANY SUPPORTED DEVICE, THE SERVICES, THE LEED PERFORMANCE SCORE, LEED CERTIFICATION, AND RECERTIFICATION. TO THE GREATEST EXTENT ALLOWED BY LAW, GBCI DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, WARRANTIES OF ACCURACY, COMPLETENESS, ^[1]MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. NO EXPRESS OR IMPLIED WARRANTIES EXTEND BEYOND THE FACE OF THIS AGREEMENT.

YOU ACKNOWLEDGE AND AGREE THAT THE LEED PERFORMANCE SCORE, LEED CERTIFICATION, AND RECERTIFICATION ARE NOT REPRESENTATIONS AND DO NOT MEAN THAT THE PROJECT IS STRUCTURALLY SOUND OR SAFE, CONSTRUCTED IN ACCORDANCE WITH APPLICABLE LAWS, REGULATIONS, OR CODES, FREE OF MOLD, MILDEW, VOLATILE ORGANIC COMPOUNDS, ALLERGENS, HAZARDOUS MATERIALS, OR TOXINS, OR THAT THE PROJECT WILL ACHIEVE A RELATIVE OR SPECIFIC LEVEL OF ENERGY EFFICIENCY, PERFORMANCE, OR UTILIZATION OF RENEWABLE, RECYCLED, OR RECYCLABLE RESOURCES. NEITHER THE LEED PERFORMANCE SCORE, LEED CERTIFICATION, RECERTIFICATION, NOR YOUR PARTICIPATION IN THE PROGRAM MEANS THAT GBCI OR USGBC ENDORSES, VERIFIES, OR AGREES WITH ANY INFORMATION YOU SUBMIT REGARDING THE PROJECT, OR WHICH IS PROVIDED ON YOUR BEHALF. YOUR LEED PERFORMANCE SCORE, LEED CERTIFICATION, AND/OR RECERTIFICATION DO NOT GUARANTEE YOU OF: i) ACHIEVEMENT OF ANY SUSTAINABLE OBJECTIVES; ii) COMPLIANCE WITH ANY MANDATES OR REQUIREMENTS FOR THE PROJECT TO BE CONSTRUCTED AS "GREEN;" iii) ENERGY EFFICIENCY FOR THE PROJECT; iv) COST-SAVINGS; v) ECONOMIC BENEFITS; OR vi) ELIGIBILITY TO RECEIVE ANY GOVERNMENT INCENTIVES, INCLUDING WITHOUT LIMITATION, TAX INCENTIVES, REBATES, DEVELOPMENT RIGHTS, OR PERMITTING BENEFITS.

12. REPRESENTATIONS AND WARRANTIES BY YOU. You hereby warrant and represent that you are the owner or leaseholder of the real and personal property comprising the Project, that you have the power and authority and the legal right, and you have taken all necessary action, to enter into this Agreement and to grant the rights and perform the obligations set forth herein, and in doing so will not violate any other agreement. If this Agreement is executed by your Agent, the Agent has the power and authority and the legal right to enter into this Agreement and to grant the rights and perform the obligations set forth herein on your behalf and this Agreement constitutes a legal, valid and binding obligation on you that is enforceable against you in accordance with its terms. If more than one person or entity owns or holds the lease to the Project, you represent and warrant that you have been irrevocably, explicitly, and actually granted the power and authority and the legal right by all owners or leaseholders to enter into this Agreement and to grant the rights and perform the obligations set forth herein on behalf of all such owners or leaseholders, including yourself, as necessary to render this Agreement a legal, valid and binding obligation against all owners or leaseholders, including yourself, and that is enforceable against all owners or leaseholders, including yourself, in accordance with its terms. The obligations of all owners or leaseholders, including yourself, will be joint and several and the GBCI Indemnitees (defined below) may enforce their rights against any owner or leaseholder in any order.

You further warrant and represent that the information you provide to GBCI, or that is provided on your behalf, is truthful, accurate, complete, and current, including without limitation, your legal name, address, telephone number, payment data (including information provided when authorizing recurring payments, if any), and the information submitted regarding the Project. You agree to notify GBCI promptly if there is any change or discovered inaccuracy in the information that you have provided to GBCI or that has been provided on your behalf. Failure to provide and maintain accurate information constitutes a material breach of this Agreement.

13. INDEMNIFICATION. You agree to indemnify, defend and hold harmless GBCI, USGBC and each of their respective officers, directors, employees, agents, representatives, affiliates, subcontractors, subsidiaries and independent contractors (collectively, the "GBCI Indemnitees") from and against all claims, actions, suits,

losses, costs, liabilities, judgments, damages and expenses, including reasonable attorneys' fees, court costs, litigation expenses and related expenses (collectively, "Claims") arising out of or relating to your participation in the Program, the LEED Performance Score, LEED Certification, or Recertification associated with the Project, the Display Unit, the Supported Device, or the Services that the GBCI Indemnitees provide to you. This protection/indemnity includes claims brought by any third party, including and without limitation, your insurer, whether the claim arises under contract, warranty, negligence, or any other theory of liability. Without limiting the foregoing, you agree that you will indemnify the GBCI Indemnitees for claims arising from their sole negligence and contributory negligence but not for their gross negligence, recklessness, or willful misconduct. In case of any third party claim or loss covered by your insurance, you agree not to look to the GBCI Indemnitees for reimbursement. You irrevocably waive any rights that your insurance carrier or others claiming through you may have against the GBCI Indemnitees, including any rights of subrogation. To the extent you are required to indemnify any of the GBCI Indemnities, you will not enter into any settlement without obtaining GBCI's prior written consent. Without limitation of the foregoing, any or all of the GBCI Indemnitees may elect to participate in any cause of action with counsel of their choosing at their own expense.

If subsequent to the acceptance of this Agreement it is determined that such acceptance was by an unauthorized individual or entity purportedly acting on behalf of the owner or leaseholder of the real and personal property comprising the Project, the person or entity that accepts this Agreement acknowledges and agrees that, as between such person or entity and the GBCI Indemnitees, such person or entity will be responsible for all liability to, and incurred by, the GBCI Indemnitees, and such person or entity hereby agrees to indemnify, defend and hold harmless the GBCI Indemnitees for any and all Claims arising out of or relating to their acceptance of this Agreement. No settlement will be entered into without GBCI's prior written consent and any or all of the GBCI Indemnitees may elect to participate in any cause of action with counsel of their choosing at their own expense.

14. LIMITATION OF LIABILITY. EXCEPT AS OTHERWISE REQUIRED BY LAW, IN NO EVENT WILL ANY OF THE GBCI INDEMNITEES BE LIABLE TO YOU, YOUR AGENT OR ANY THIRD PARTY FOR ANY DIRECT, SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, INCLUDING DAMAGES OR COSTS DUE TO LOSS OF PROFITS, TAX CREDITS, ECONOMIC BENEFITS, DATA, LOSS OF USE OF PROPERTY OR THE PROJECT, GOVERNMENTAL FINES AND CHARGES, CLAIMS OF THIRD PARTIES, LOSS OF GOODWILL, OR PERSONAL OR OTHER PROPERTY DAMAGE REGARDING THIS AGREEMENT OR RESULTING FROM OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT BY ANY GBCI INDEMNITEE OR IN CONNECTION WITH THE PROGRAM, A DISPLAY UNIT, A SUPPORTED DEVICE, THE SERVICES, ANY ENHANCED OR OPTIONAL SERVICES, THE LEED GREEN BUILDING RATING SYSTEM, THE LEED CERTIFICATION PROGRAM, RECERTIFICATION, LEED ONLINE, OR ANY APPLICATION OR FORM ADMINISTERED BY GBCI, REGARDLESS OF THE CAUSE OF ACTION OR THE THEORY OF LIABILITY, WHETHER IN TORT, CONTRACT, OR OTHERWISE, EVEN IF SUCH PARTY HAS BEEN NOTIFIED OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING.

REGARDLESS OF THE FOREGOING, WITHOUT LIMITING ANY OTHER PROVISION HEREIN, AND TO THE GREATEST EXTENT ALLOWED BY LAW, IF ANY OF THE GBCI INDEMNITEES ARE FOUND LIABLE FOR ANY LOSS OR DAMAGE DUE TO THEIR NEGLIGENCE OR THE FAILURE TO PERFORM THE OBLIGATIONS UNDER THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, INSTALLING, MONITORING, MAINTAINING, REPAIRING, ADMINISTERING, OR CONNECTING THE DISPLAY UNIT, OR SCORING YOUR BUILDING OR INTERIOR SPACE, IN ANY RESPECT AT ALL: I) YOUR SOLE REMEDY VIS A VIS THE GBCI INDEMNITEES WILL BE LIMITED TO A RETURN OF FEES PAID BY YOU TO GBCI UNDER THIS AGREEMENT WITHIN THE THIRTY SIX (36) MONTHS PRIOR TO GBCI'S RECEIPT OF YOUR NOTICE OF CLAIM (DEFINED BELOW) AS REQUIRED UNDER SECTION 18.1; AND II) IN NO EVENT WILL THE GBCI INDEMNITEES BE LIABLE, IN THE AGGREGATE, TO YOU, YOUR AGENT OR ANY THIRD PARTY IN EXCESS OF THE TOTAL AMOUNT OF FEES PAID BY YOU TO GBCI UNDER THIS AGREEMENT FOR THE PRODUCT OR SERVICE TO WHICH SUCH CLAIM RELATES.

YOU ACKNOWLEDGE THAT THE PAYMENTS YOU MAKE UNDER THIS AGREEMENT ARE NOT RELATED TO THE VALUE OF ANY TAX CREDITS, PERFORMANCE GUARANTEES, OR SUSTAINABLE OBJECTIVES, BUT RATHER ARE BASED ON THE COST OF THE DISPLAY UNIT, THE SUPPORTED DEVICE, AND THE SERVICES PROVIDED BY GBCI, AND TAKE INTO CONSIDERATION THE PROTECTIONS AFFORDED TO THE GBCI INDEMNITEES UNDER THIS AGREEMENT. GBCI MAY ASSUME A GREATER LIABILITY UPON YOUR REQUEST, BUT ONLY FOR AN ADDITIONAL CHARGE AGREED UPON BY YOU AND GBCI. IF GBCI DOES SO, A RIDER TO THIS AGREEMENT MUST BE SIGNED BY YOU AND GBCI.

WHILE GBCI TAKES REASONABLE EFFORTS TO ENSURE THE FUNCTIONALITY OF THE DISPLAY UNIT, THE SUPPORTED DEVICE, AND THE SERVICES PROVIDED BY GBCI, THEY MAY CONTAIN CALCULATIVE, PROGRAMMATIC, OR OTHER ERRORS, INCLUDING ERRORS THAT COULD RESULT IN INTERRUPTION OF SERVICE, LOSS OF DATA, OR POTENTIALLY CAUSE THE DISPLAY UNIT, THE SUPPORTED DEVICE, AND THE SERVICES TO MISREPRESENT LEVELS OF PERFORMANCE AND COMPLIANCE OR NON-COMPLIANCE WITH PROGRAM REQUIREMENTS. IN NO EVENT WILL ANY GBCI INDEMNITEE BE LIABLE TO YOU OR ANY OTHER THIRD PARTY FOR ANY SUCH ERRORS.

GBCI MAKES NO REPRESENTATION OR WARRANTY THAT THE SOFTWARE, FIRMWARE, AND APPLICATIONS SUPPORTING THE DISPLAY UNIT, THE SUPPORTED DEVICE, OR THE SERVICES PROVIDED BY GBCI ARE AND WILL REMAIN FREE FROM VIRUSES OR OTHER HARMFUL FEATURES. IT IS YOUR SOLE RESPONSIBILITY TO TAKE APPROPRIATE PRECAUTIONS TO PROTECT YOUR SYSTEMS, SOFTWARE, FILES, DATA, AND EQUIPMENT FROM DAMAGE AS A RESULT OF ANY SUCH VIRUS OR OTHER HARMFUL FEATURES. THE GBCI INDEMNITEES WILL NOT HAVE ANY LIABILITY WHATSOEVER FOR ANY DAMAGE TO OR LOSS OF ANY HARDWARE, SOFTWARE, FILES, OR DATA RESULTING FROM A VIRUS, ANY OTHER HARMFUL FEATURES, OR FROM ANY ATTEMPT TO REMOVE THE SAME.

SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR AT ALL, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU AND YOU MAY ALSO HAVE OTHER LEGAL RIGHTS.

15. MODIFICATION OF TERMS. SUBJECT TO APPLICABLE LAW, AND EXCEPT AS OTHERWISE PROVIDED HEREIN, GBCI AND USGBC MAY CHANGE ANY OF THE POLICIES GOVERNING THE PROGRAM AND/OR THE DISPLAY UNIT, THE SUPPORTED DEVICE, THE SERVICES, AND THE AVAILABLE FEATURES AT ANY TIME IN THEIR SOLE DISCRETION. GBCI AND USGBC WILL PROVIDE YOU WITH NOTICE OF THESE CHANGES BY PUBLISHING REVISIONS TO THE PROGRAM INFORMATION ON THE PROGRAM WEBSITE AND TO THE TRADEMARK USAGE POLICY. YOU HEREBY REPRESENT AND WARRANT THAT YOU HAVE FULLY REVIEWED AND ARE AWARE OF THE PROGRAM INFORMATION PUBLISHED ON THE PROGRAM WEBSITE AND IN THE TRADEMARK POLICY AND YOU AGREE TO CHECK FOR UPDATES OFTEN. YOUR LOGGING IN TO ACCESS THE ONLINE DASHBOARD AND FOLLOWING ANY REQUIRED PROMPTS, AND/OR YOUR ONGOING USE OF THE DISPLAY UNIT, ANY SUPPORTED DEVICE PROVIDED BY GBCI, OR ANY OTHER ASPECT OF THE SERVICES, CONSTITUTES YOUR IRREVOCABLE ACCEPTANCE OF ALL SUCH CHANGES WHICH WERE MADE, AND THE LEGAL AMENDMENT OF THIS AGREEMENT. IN THE EVENT OF ANY MODIFICATION OF ANY MATERIAL TERM IN ACCORDANCE WITH THIS SECTION 15 TO WHICH YOU DO NOT ASSENT, YOUR SOLE REMEDY WILL BE THE RIGHT TO TERMINATE THE AGREEMENT AND RECEIVE A PRORATED REFUND OF THOSE FEES PAID IN ADVANCE AND THOSE SUBSCRIPTION FEES, DEVICE FEES, REPAIR FEES AND OPTIONAL SERVICE FEES INCURRED BY YOU WITHIN THE ONE HUNDRED AND EIGHTY (180) DAYS IMMEDIATELY PRECEDING THE DATE OF TERMINATION.

In such instance, GBCI will waive any applicable early termination fee arising under Section 10 upon your return of any equipment, including the Display Unit and the Supported Device provided by GBCI under this Agreement.

16. FORCE MAJEURE. None of the GBCI Indemnitees will be liable for inadequate or non-performance to the extent caused by any Force Majeure Event, which wholly or partially prevents or delays the performance of any of the duties, responsibilities or obligations of such GBCI Indemnatee. As used herein, the term “Force Majeure Event” will mean any act, event or condition (except, in each case, for the payment of money) which is beyond the reasonable control of such GBCI Indemnatee, including, but not be limited to, an act of God; an act of the public enemy; civil disturbance or unrest; injunctions; lightning; fire, explosion or other serious casualty; water damage; terrorist attack (or threats thereof); epidemics; strike, lock-out or labor dispute (without regard to the reasonableness of any party’s demands or any party’s ability to satisfy such demands); accident or sabotage; unusually severe weather (including hurricane, earthquake, tornado, landslide or flood); war (whether declared or not) or threats thereof; blockades; embargoes; condemnation or other taking by the action of any governmental body on behalf of any public, quasi-governmental or private entity; other governmental action or change in Law; or shortages or failures of sources of labor, material, energy, fuel, water, other vital utility, equipment or transportation. GBCI will have the right to terminate this Agreement if a Force Majeure Event lasts for a period of five (5) days or more. In such event, GBCI will return all prepaid fees for services not yet rendered (such calculation to be made by GBCI, in GBCI’s sole discretion).

17. NOTICES. GBCI expects to be in regular communication with you regarding your participation in the Program. Such communications will primarily occur via email exchange. However, notices required by this Agreement will be communicated as follows:

Notices To You – GBCI will send all notices to you at the email addresses provided by you to GBCI upon registration of the Project under the Program. These notices will be effective when sent. You agree to provide GBCI with up-to-date contact information for the duration of this Agreement. If your email service includes functionality or software that catalogues or filters your emails in an automated manner, it is your responsibility to ensure that those emails GBCI sends to you reach your inbox, either by routinely monitoring your bulk, junk and spam email folders and/or by adding GBCI to your address book or safe senders list.

Notices To GBCI – You will provide written notice to GBCI by email with delivery confirmation, and by certified mail with return receipt requested. These communications will be effective when actually received and will be addressed as follows:

Mailing Address:
Green Building Certification Institute
Attn: General Counsel
2101 L Street, NW, Suite 500
Washington, DC 20037

Email Address:
legal@gbci.org

Notices Of Renewal – GBCI will notify you of the pending automatic renewal of your subscription and the applicable Subscription Fee thirty (30) days prior to the end of the Initial Term and each subsequent Renewal Term thereafter. You may cancel the automatic renewal of your subscription at any time prior to renewal by sending an email to GBCI at contact@leedon.io containing your project number and a request to opt-out of the automatic renewal option, or by deactivating the automatic renewal within the Program Website.

18. NOTICE OF CLAIM; MEDIATION; ARBITRATION.

18.1 If you believe that you have been damaged by any act or omission by the GBCI Indemnitees, then you will provide GBCI with written notice in accordance with Section 17 within one hundred eighty (180) calendar days after the occurrence of each such act or omission, describing with reasonable detail (i) the act and/or omission, (ii) how you were damaged by it, and (iii) a reasonable estimate of the amount of monetary damages you claim to have suffered (each, a “Notice of Claim”).

18.2 In the event of any controversy, claim or dispute arising out of or relating to this Agreement, or a breach thereof, (each such event, a “Dispute”) the parties hereto agree to seek to resolve the dispute through open and good faith discussions in the first instance. If the Dispute cannot be resolved through these discussions, the parties agree second to try and settle the dispute by mediation, administered by the American Arbitration Association under its Mediation Rules.

18.3 If settlement is not reached within sixty (60) calendar days after service of a written demand for mediation, such Dispute will be finally resolved by arbitration under the Rules of Arbitration of the American Arbitration Association (the “Rules”) by three (3) arbitrators appointed in accordance with the Rules (each such arbitration, an “Arbitration”). Each Arbitration will be conducted in English and all foreign language documents will be submitted in the original language and, if so requested by any arbitrator or party, will also be accompanied by a translation into English. The place of arbitration, and the location for all hearings and meetings in an Arbitration, will be the District of Columbia, United States of America, which location cannot be changed, and any Arbitration may be initiated by either party in accordance with the Rules. For each Arbitration, the governing law set forth in Section 19 will be applied to the merits of the Dispute. Each party will present its case in a pre-hearing memorial accompanied by all of its evidence in support of its position. The arbitrators in any Arbitration will enforce, and not modify, the terms of this Agreement. The award or decision of the arbitrators will be final and binding on each party and its respective successors and assigns, and judgment may be entered thereupon and enforced in any court of competent jurisdiction. All costs and expenses of any Arbitration, including reasonable attorneys’ fees and expenses and the administrative and arbitrator fees and expenses, will be borne by the parties as determined by the arbitrators. Nothing in this Section 18 will be construed as limiting the right of a party to seek, in a court of competent jurisdiction, an injunction or other equitable relief in aid of arbitration (including to maintain the status quo or preserve the subject matter of the arbitration) with respect to any actual or threatened breach of this Agreement or otherwise, to prevent or avoid irreparable harm. Nothing herein will permit the arbitrators to award any damages that are disclaimed in this Agreement, including those in Section 14.

18.4 It is understood and acknowledged that during the pendency of a Dispute, all of the terms and conditions of this Agreement will remain in effect and the parties will continue to perform all of their respective obligations hereunder.

18.5 Except to the limited extent necessary to comply with any applicable law, legal process, or a court order, or to enforce a final settlement agreement or secure enforcement of the arbitrators’ award, the parties agree that the existence, terms and content of any Arbitration, all information and documents disclosed in any Arbitration or evidencing any arbitration results, award, judgment or settlement, or the performance thereof, and any allegations, statements and admissions made or positions taken by either party in any Arbitration will be treated and maintained in confidence and are not intended to be used or disclosed for any other purpose or in any other forum.

18.6 Without limiting the confidentiality requirements of Section 18.5 above, you agree that during the pendency of a Dispute you will not publicly or privately disparage any of the GBCI Indemnitees in any way, make or give any comments, statements, or opinions which may be harmful to the goodwill and reputation of the GBCI Indemnitees, or directly or indirectly cause or encourage the making of such comments, statements, or opinions, or the taking of such actions, by anyone else. For the purposes of this Agreement, the term “disparage” includes, without limitation, comments or statements to the press and/or media, or to any individual or entity with whom the GBCI Indemnitees have a business or personal relationship which would adversely affect in any manner: i) the conduct of the business of any of the GBCI Indemnitees; ii) the business reputation of any of the GBCI Indemnitees; or iii) the personal reputation of any of the GBCI Indemnitees.

19. GOVERNING LAW. This Agreement, and all of the rights and duties of you and the GBCI Indemnities arising out of or related to the Program, will be governed by the laws of the District of Columbia, United States of America, without regard to its conflicts of law rules.

20. REMEDIES. Except as otherwise expressly provided in this Agreement, all remedies will be cumulative and in addition to and not in lieu of any other remedies available to either party at law, in equity or otherwise.

21. RELATIONSHIP OF THE PARTIES. The relationship between the parties to this Agreement is that of independent contractors with respect to the benefits described herein. This Agreement is not intended to, and does not, create any association, partnership, joint venture, employment, or agency relationship between the parties. You will not hold yourself out as, an agent, affiliate, legal representative, joint-venturer, partner, employee or servant of any GBCI Indemnitee for any purpose whatsoever. As an independent contractor, GBCI is solely responsible for determining the means and methods for providing the benefits described herein.

22. USGBC, THIRD PARTIES AND ASSIGNMENT OF RIGHTS. Nothing in this Agreement will be deemed to confer any benefit or rights on or to any person or entity other than you and GBCI; provided however, that the GBCI Indemnitees will be intended third-party beneficiaries to this Agreement. GBCI reserves the right to assign and/or delegate any of its rights and/or obligations in its sole discretion, including, and without limitation, the right to subcontract the performance of any services associated with the Program. You may elect to assign and/or delegate your rights and/or obligations under this Agreement upon the sale or transfer of the Project as set forth in Section 9 above. Any other form of assignment or delegation is prohibited and will be null and void.

23. ENTIRE AGREEMENT. This Agreement (including the Trademark Usage Policy and the policies and referenced information within the Program Website (the “Ancillary Documents”), which are hereby incorporated herein and made a part hereof) constitutes a fully integrated agreement that supersedes any and all prior agreements between you and GBCI concerning the Project with respect to the Program. You agree to comply with and be bound by the terms, conditions and provisions of all the Ancillary Documents whether or not any particular condition or provision is referenced in this Agreement. The Ancillary Documents are intended to be complementary and interpreted in harmony; however, in the event of any conflict, this Agreement will take precedence. The terms and conditions for the use of the Program Website, or any other website now or in the future hosting the Program, are not superseded by this Agreement.

24. MODIFICATION AND WAIVER. The Ancillary Documents may be amended by GBCI and USGBC as described in this Agreement. Otherwise, this Agreement may only be modified in writing and all such written modifications must be signed by you and GBCI’s then-current President or General Counsel. No other individual has the authority to modify this Agreement on GBCI’s behalf. No action or inaction by GBCI will be construed as a waiver of this or any other provision of this Agreement. To be enforceable, any waiver of this Agreement (excluding the Ancillary Documents) must be in writing and signed by you and GBCI, and will be limited to the specific terms of the waiver.

Regardless of the foregoing, if you are currently a participant in the Program and you are entering this Agreement to renew and extend a purchased subscription via a minimum term commitment, this Agreement hereby amends any and all agreements you have previously entered into with GBCI regarding the Program as it applies to the Project with respect to all of your and GBCI’s liabilities, obligations, and receipt of benefits going forward. In the event of any conflict between any prior agreements and this Agreement, the terms of this Agreement will govern. Your selected minimum term commitment constitutes a Renewal Term as otherwise defined herein and, unless otherwise agreed in writing, will commence on the conclusion of your current Initial Term or Renewal Term, whichever the case may be. This Agreement will thereafter automatically renew on an annual basis as provided in Section 2 above.

25. INTERPRETATION. The invalidity of any part of this Agreement will not impair or affect the validity or enforceability of the rest of this Agreement, which will remain in full force and effect. Any provision found to be invalid will be more narrowly construed so that it becomes legal and enforceable. The headings used in this document are for ease of reference only and will not in any way be construed to limit or alter the meaning of any provision. Any rule that ambiguities are construed or interpreted against the drafter of a document, or against the party for whose benefit the document is made, will not apply. As used in this Agreement, the plural will include the singular and the singular will include the plural whenever appropriate.

26. EXECUTION. BY APPLYING YOUR ELECTRONIC SIGNATURE TO THIS AGREEMENT, OR SELECTING THE “I ACCEPT” OPTION LOCATED ON OR ADJACENT TO THE SCREEN WHERE THIS AGREEMENT IS DISPLAYED, YOU HEREBY AGREE TO THE TERMS, CONDITIONS AND PROVISIONS REPRESENTED IN THIS AGREEMENT. YOU ASSERT THAT YOU HAVE READ AND UNDERSTOOD THIS AGREEMENT AND ALL EXHIBITS AND SCHEDULES HERETO, ALL PROGRAM POLICIES AND GUIDELINES, INCLUDING AND NOT LIMITED TO THE PROGRAM WEBSITE AND THE TRADEMARK USAGE POLICY, AND ACKNOWLEDGE THAT YOU HAVE BEEN PROVIDED THE OPPORTUNITY TO MAINTAIN A RECORD OF THIS AGREEMENT, ALL SUCH ANCILLARY DOCUMENTS, AND ALL PROGRAM POLICIES AND GUIDELINES. FURTHER, YOU UNDERSTAND THAT BY AGREEING TO THESE TERMS YOU WILL BE BOUND TO A LEGALLY ENFORCEABLE CONTRACT BETWEEN YOU AND GBCI NO DIFFERENT THAN A CONTRACT EXPRESSED ON PAPER AND PHYSICALLY SIGNED BY YOU.

[Full Legal Name of Organization]

By: _____
[Signature]

[Name of Signatory]

[Title]

Date: _____

In Process