

## ARC FOR ALL SERVICES AGREEMENT

**BY ACCEPTING THIS AGREEMENT YOU ACKNOWLEDGE THAT YOU ARE FULLY AWARE OF AND AGREE TO ALL OF THE FOLLOWING TERMS, CONDITIONS AND PROVISIONS AND YOU ARE ENTERING INTO A LEGALLY BINDING AGREEMENT.**

This ARC for ALL Services Agreement (this "Agreement") is entered into by You (as defined below) and Arc Skoru Inc. ("Arc" or "We"), and constitutes a binding agreement between You, on the one hand, and Arc, on the other hand. As used herein, the terms "You", "Your", "Yourself" and "Owner" refer to the individual(s) or entity(ies) that has authority to fulfill the obligations herein.

1. **THE PROGRAM.** ARC For ALL (the "Program") offers a cloud-based platform which allows You to (a) submit and store operational information about your Project, (b) review key performance measures relating to the Project, (c) compare performance metrics from Your Project to other similarly situated projects resulting in an "Arc Score", and (d) receive periodic updates from Us. We also administer other programs based on certain terms and conditions. Unless specifically mentioned otherwise, each Program discussed herein is managed and operated by Arc, its licensees and its service providers from locations in the United States, pursuant to applicable U.S. laws and the terms and conditions of this Agreement, regardless of Your geographic location or the geographic location of the applicable Project (defined below).
2. **THE PROJECT.** As used herein, the term "Project" refers to the real and personal property for which you seek use of the Platform.
3. **ARC ONLINE PLATFORM.** Arc offers an online platform which hosts both information You submit relating to the Program (the "Platform"). The Platform is expected to be available to You in general twenty-four hours a day, seven days a week, other than when unavailable for maintenance. However Arc does not guarantee the availability of the Platform or that access to the Platform will be uninterrupted or error free. Arc reserves the right to interrupt, limit, or suspend functions on the Platform from time to time for purposes of maintenance, upgrades, modifications, or similar reasons. You understand and agree that Arc may upgrade or otherwise modify the Platform at any time in its reasonable discretion. Further, while Arc takes reasonable efforts to ensure the functionality of the Platform, the Program may contain calculative, programmatic or other errors, including errors that could result in the interruption of services or loss of data or potentially cause an incorrect score to be displayed and in no event shall Arc be liable to You or any other third party for any such errors.
4. **FEES.** At this time, there are no fees for participating in the Program. In the future, Arc may choose to impose fees for the Program; if so, Arc shall give you no less than ninety (90) days' notice of such fees, and allow you to remove any information You have submitted to Arc within that timeframe.
5. **PROJECT INFORMATION.**

5.1 License to Use for Purpose of Providing a Score. In order to award a score in the Program for Your Project, You must submit operational performance information to Arc (collectively, "Project Information"). You hereby grant Arc, Arc's parent company, Green Business Certification Inc. ("GBCI") and contractors of Arc, a perpetual, non-exclusive, royalty-free, fully paid-up license to access, view, and otherwise use all Project Information submitted to Arc, including all copyrighted materials, tradenames and other proprietary information, solely for the limited purposes of award a score to Your Project.

5.2 "Public" Project. Unless You affirmatively select the option for Your Project to be "Private" (see below), Your Project will be considered a "public" project and, will be included in a public directory of Project specific to the Program (the "Project Directory"). Inclusion in the respective Program's Project Directory allows the general public and members of the media to look up specific project listings and the following details: project name, project address, registration date, identity of the owner, owner organization type, project team information, project gross square footage, and, to the extent that the Project achieves certification, date of certification, identification of which credits were sought and which and how many were achieved, and level of certification achieved (collectively, "Public Project Information"). Otherwise, Arc shall not distribute or publish any information You provide to us about Your Project without Your express written permission except to Arc's employees, agents, representatives and subcontractors for the purpose of assessing the relevant Project. By virtue of this section, Arc shall be permitted to share the identity of Your Project should it receive an exceptionally high score with GBCI in order to promote and celebrate the award of the score to Your Project, and other achievements relating to Your Project's operational performance as demonstrated in the Program.

5.3 "Private" Project. You may choose to opt of allowing certain information relating to Your Project out to be included in the Project Directory and publicity opportunities by electing that Your Project be a "private project" at the time of registration. By electing to remain "private", the Project's name, street address and identity of the owner will not appear within the applicable Project Directory. However, certain other non-project identifying information may be disclosed, including, but not limited to, the city and state in which the project is located and the total project square footage and the score achieved by the Project (the "Directory Private Project Information"). All private projects that achieve a score are typically prompted upon issuance of it, to transition to be a Public Project, meaning that should You wish for Your Project to remain private. Nota bene: For so long as You elect Your Project be a "private project", You agree that You will not market or allow Your Project to be represented to the general public as having participated in the Program and no intellectual property including the Marks may be utilized or displayed in relation to the project. You may change the privacy setting for a project from private to public at any time (however, once you elect "public", you cannot elect "private"). Notwithstanding any of the above, if it is determined in our reasonable discretion that despite Your election to be "private", Your Project has been/is held out to the public as having been scored in Arc, You agree that You have deemed Your Project to be a Public Project.

5.4 License to Aggregated, Non-Identifying Information. Whether or not You elect for Your Project to be private, You hereby confer the right to Arc, and Arc's affiliates to publish, display and exploit the Project Information only in aggregated, anonymized and nonidentifying form (the "Aggregated Project Information").

5.5 License for Internal Use. You agree that Arc, and Arc's affiliates may make internal use of any anonymized Project Information submitted to Arc, including, and not limited to, project performance data.

5.6 License for Public Use. You further agree that Arc, and Arc's affiliates may access, publish, reproduce, display and exploit Public Project Information (from a public project) and Directory Private Project Information (from a private project) and Aggregated Project Information, to, inter alia, educate and provide resources for the relevant project teams and others, showcase project strategies and promote the Program's Standard on a global scale.

5.7 No Public Endorsement. Each party to this Agreement agrees that it shall not furnish any company logo, trademark (except tradename to identify the Project(s)) or proprietary indicia of the other or any affiliate in any press release, testimonial, quotations, case study, or endorsement without the other party's prior written consent (which may be withheld in either party's absolute discretion).

5.8 **Disclosure When Legally Compelled.** Nothing in this Agreement shall prevent Arc or Arc's affiliates from disclosing information, including 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, Arc and/or Arc's affiliates may disclose Project Information if such disclosure, in any of its reasonable discretion, is deemed to be in the interest of public safety.

5.9 **Classified Information.** Neither Arc nor Arc's affiliates wish to receive classified information. Any information or materials submitted to Arc or Arc's affiliates will be deemed to be not classified. For the purposes of this Agreement, Classified Information is considered sensitive information to which access is restricted by law or regulation to particular classes of people. A formal security clearance is required to handle classified documents or access classified data. By submitting information to Arc, You represent that such information, be it submitted in connection with an Application for Certification or otherwise, is not 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.

## **6. TRADEMARKS.**

6.1 Arc owns, and or has license to, worldwide, all right, title and interest in and to several proprietary trademarks, service marks, certification marks, logos, trade dress, and other graphic images, including, but not limited to the marks listed out in the Arc Trademark Policy (collectively, the "Marks"). The Marks constitute valuable intellectual property owned by Arc and their licensors and are protected by law. You acknowledge and agree that any unauthorized use of both the applicable and inapplicable Marks constitutes both intellectual property infringement and a material breach of this Agreement. Arc may, from time to time, acquire new Marks and they are incorporated by reference herein. Their lack of specific inclusion in this Agreement does not invalidate Arc's ownership of the associated intellectual property rights. You agree to check for any updated Arc Marks and that this Agreement covers Your use of any such Marks. Arc may or will have submitted trademark applications or obtained registrations for, some or all of the Marks in several jurisdictions worldwide. You acknowledge that Arc is the owner of all right, title and interest in and to each of the Marks worldwide superior to You, in every jurisdiction pursuant to applicable statutes, common law or otherwise, regardless of whether each Mark has been applied for or registered in each jurisdiction. You acknowledge and agree that You shall not make any claim of, or seek any right to, title or ownership in and to any of the Marks, nor shall You submit any trademark or other intellectual property application anywhere in the world covering, in whole or in part, any of the Marks or any terms, designs or logos confusingly similar to any of the Marks.

6.2 In the event that a Project is awarded a score, then, subject to the terms and conditions of this Agreement, Arc grants You a non-exclusive, non-sub-licensable, non-transferable, revocable (as set forth below), royalty-free, limited license to use, during the period of time during which the Project's Certification remains valid, the Marks for the purposes of indicating the level of Certification granted in relation to the Project. For the avoidance of doubt, the license granted herein shall automatically terminate with respect to a Project, without notice, upon (i) the expiration or revocation of the Project's Certification, (ii) Your misuse of trademark in violation of the Trademark Usage Policy, or (iii) the complete or material demolition or renovation of the Project.

6.3 In connection with all use of the Marks as set forth herein, You agree to use the Marks in accordance with all applicable laws, rules and regulations, and You will comply at all times with the Trademark Usage Policy, as referenced in your application, and as may be updated from time to time (the "Trademark Usage Policy"), and any other related standards associated with the use of the Marks as provided by Arc in writing to You.

6.4 All rights not expressly granted herein are reserved by Arc, and no license is granted hereunder for the use of any of the Marks for any purpose beyond the uses set forth in this Section 6, or to any other intellectual property of Arc or its licensors. You agree not to contest the validity of any of the Marks and not to voluntarily become a party to any litigation in which others contest the validity of any of the Marks.

6.5 You acknowledge that the Marks and the goodwill associated therewith possess special, unique and extraordinary characteristics, which make difficult the assessment of monetary damages that Arc would sustain as a result of Your unauthorized use of the Marks. You recognize that Arc would suffer irreparable injury by such unauthorized use and agree that injunctive and other equitable relief is appropriate in the event of a material breach by You of any of the terms of this Section 10. Such remedy shall not be exclusive of any other remedies available to Arc.

## **7. TERM AND TERMINATION.**

7.1 The term of this Agreement begins on the date on which You accept this Agreement in accordance with Section 29 below, and shall continue in effect unless terminated as follows:

- a. You or Arc may terminate this Agreement in whole or in part at any time upon thirty (30) days written notice.
- b. This Agreement shall terminate in full (or as it relates to any Project registered under this Agreement), if You materially breach Your obligations under this Agreement including Your failure to make any Fee payments due and as agreed under this Agreement, and You fail to cure such breach within sixty (60) days from the date of notice of material breach provided to You by Arc. Such breach of obligations shall include, without limitation, Your failure to pay any Fees invoiced, Your misuse of any Marks or other intellectual property held by Arc or its affiliates, and any misstatement, whether intentionally or unintentionally made, in the Project Information that You submit in connection with the Program.
- c. This Agreement will automatically terminate in full to the extent You sell, transfer, assign any right or delegate any responsibilities under this Agreement, 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 by submitting Arc's "Change of Owner" form to Arc (form available at: <https://www.gbci.org/sites/default/files/change-of-owner.pdf>).
- d. You acknowledge that Arc has 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 and Arc, that the Project registered under this Agreement embodies the highest standards and reputation connected with Arc and the Standard. Therefore, You agree 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, any of the Arc Indemnitees (defined below), the Standard and/or the Program, in Arc's reasonable discretion, then at the time of any such act or at any time after Arc learns of any such act, Arc will have the right, at its sole option, to terminate this Agreement by written notice to

You.

**7.2 Upon termination of this Agreement:**

- a. Your access to the Platform for the associated Project will be revoked by Arc, and Arc may, in its reasonable discretion, delete or destroy any information You submitted related to such Project.
- b. All of Your rights to use the Marks pursuant to the license granted herein, will terminate and You must immediately discontinue all use and display of the Marks.
- c. All Fees owed by You as of the effective date of such termination must be paid in full within thirty (30) days of the effective date of such termination. There shall be no refund of any fees paid or owed under this Agreement.
- d. Upon the expiration or earlier termination of this Agreement, You agree that You shall not seek or be entitled to any remuneration, fees, costs, damages or any other relief (legal or equitable) or compensation whatsoever, except as set forth hereafter.
- e. Upon the expiration or earlier termination of this Agreement, both parties agree that they shall not seek or be entitled to any remuneration, fees, costs, damages or any other relief (legal or equitable) or compensation whatsoever, except as set forth hereafter.

7.3 It is expressly understood and agreed that the parties' respective obligations under this Agreement in Articles 9 and 10, Sections 11.1, 11.3, 11.4 and 11.5, Articles 12 through 16, and Articles 19 through 29 shall survive any termination of this Agreement.

**8. REPRESENTATIONS AND WARRANTIES**

**8.1 Each Party hereby warrants and represents that:**

- a. It 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.
- b. It has taken all necessary action required to authorize the execution and delivery of this Agreement and the performance of its obligations hereunder.
- c. No rights granted by one Party to the other pursuant to this Agreement are in violation of any other agreement.

**8.2 You represent and warrant that:**

- a. You have the right to provide all Project Information provided to Arc by You or on Your behalf, to grant the licenses to Arc and Arc's subcontractors and affiliates as purported to be granted pursuant to this Agreement and to otherwise grant the rights granted under this Agreement.
- b. The Project Information You submit to Arc, is and will be to the best of Your knowledge true, correct and complete, and accurate in all respects, and does not and will not infringe upon or misappropriate the intellectual property rights of any third party.

**9. INDEMNIFICATION.**

9.1 You agree to indemnify, defend and hold harmless Arc and its officers, directors, employees, agents, representatives, affiliates, contractors, subsidiaries and independent contractors (collectively, the "Arc 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 (i) Your material breach of any of the representations, warranties or obligations set forth herein; (ii) any incompleteness or inaccuracy of the Project Information caused by You or any person or persons under Your direction and control; and/or (iii) Your use of the Marks other than as set forth in Section 10; all of the foregoing applies only to the extent that such Claims are due or claimed to be due to the acts or omissions of You or any person or persons under Your direction and control. Regardless of anything to the contrary in this Agreement, the indemnity offered by You under this clause shall not exceed one (1) million dollars (USD) per claim per Project, or five (5) times the Fees paid by You, per Project, whichever is greater. However, You agree that this limit shall not be applicable in the event of any misappropriation, infringement or material breach of Arc's intellectual property rights, including but not limited to violation of the Marks, by You or Your Indemnitees.

9.2 Arc agrees to indemnify, defend and hold harmless You and Your respective officers, directors, employees, agents, representatives, affiliates, subcontractors, subsidiaries and independent contractors (collectively, the "Arc 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 Arc's material breach of any of the representations, warranties or obligations set forth herein. Regardless of anything to the contrary in this Agreement, the indemnity offered by Arc under this clause shall not exceed one million dollars (USD) per claim per Project, or five (5) times the Fees paid by You, per Project, whichever is greater. However, Arc agrees that this limit shall not be applicable in the event of any misappropriation, infringement, or material breach of Your intellectual property rights by Arc or Arc Indemnitees.

9.3 To the extent either party is required to indemnify any of the other party's Indemnitees, the indemnifying party shall not enter into any settlement without obtaining Arc's prior written consent. Such consent shall not be unreasonably withheld. Without limitation of the foregoing, either party and/or any or all of its Indemnitees may elect to participate in any cause of action with counsel of their choosing at their own expense.

**10. DISCLAIMER OF WARRANTIES.**

10.1 Arc makes no (and Arc hereby disclaims, to the greatest extent allowed by law, any and all) warranties, representations and conditions, whether written, oral, express, implied or statutory, including any warranties of accuracy, completeness, title, against infringement, merchantability or fitness for a

particular purpose, with respect to the program, the standard, any application or form, the certification review process, and any optional services provided by or on behalf of any Arc Indemnitee. Arc explicitly disclaims any and all liability arising from Your use of the Program or the Platform for any purpose other than the tracking of information submitted by You, the award of scoring by Arc and/or, to the extent elected by You, the pursuit of certification from GBCI.

10.2 Without limiting the broad scope of this Section 14, You agree and acknowledge that:

- a. Arc's services, the program are intended to educate and assist project owners in their efforts to inter alia, create healthier, more resilient and sustainable real estate, including but not limited to, new and existing buildings, parking lots and sites, and minimize waste, and nothing therein should be considered, or used as a substitute for, medical advice, diagnosis or treatment. Arc's service do not constitute the practice of engineering, provide financial advice or legal advice. Scoring offered by the Program is not a guarantee of structural stability or energy savings.
- b. Any scoring or other recognition awarded in the Program does not mean that Arc endorses, verifies or agrees with any project information that has been provided or represented to Arc.
- c. Except as expressly set out otherwise herein, Arc makes no representation or warranty whatsoever with respect to the validity or strength of any of the marks, or any other intellectual property that Arc owns or uses. In the event that any of the marks is abandoned, cancelled or otherwise determined or claimed to be invalid, or becomes the subject of any challenge, You shall not be entitled, and hereby waive and surrender any and all rights, to advance any claims against Arc, that may arise from the same, or to otherwise seek or obtain any resulting damages, including, without limitation, any refund of fees paid, due or owing under this Agreement.
- d. Arc makes no representation or warranty that it will continue any program for any definite period of time. Arc may discontinue any program, any subset thereof, or any similar program it may hereafter offer at any time (including but not limited to pilot programs), for any reason or no reason at all; provided, however that Arc shall endeavor to give You at least one year notice of its intention to discontinue the program under which Your project has registered. In the event that Arc discontinues the program and/or determines not to continue the program, or any subset thereof, You shall not be entitled, and hereby waive and surrender any and all rights, to advance any claims that may arise from the same, or to otherwise seek or obtain any resulting damages, including, without limitation, any refund or fees paid, due or owing under this Agreement.

## 11. LIMITATION OF LIABILITY.

11.1 **ARC INDEMNITEES.** Except as otherwise required by law, in no event shall any of the Arc Indemnitees be liable to You or any third party, with respect to any and all claims, rights, claims for indemnification or otherwise, 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 goodwill, or personal or other property damage regarding this Agreement or resulting from or in connection with the performance of this Agreement by any Arc Indemnitee or the Platform, 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.

11.2 **OWNER INDEMNITEES.** Except as otherwise required by law, in no event shall You or any of Your indemnities be liable to Arc or any third party, with respect to any and all claims, rights, claims for indemnification or otherwise, for any direct, special, indirect, incidental, punitive, or consequential damage regarding this Agreement or resulting from or in connection with the performance of this Agreement by You or any of Your indemnitees. Regardless of the foregoing, and without limiting any other provision herein, (1) Arc's sole remedy with respect to You and Your indemnitees shall be limited to the sum not exceeding five (5) times the fees paid by You under this Agreement, provided, however that You agree that this limit shall not be applicable in the event of any misappropriation or infringement of Arc's intellectual property rights, including but not limited to violation of the marks, by You or Your indemnitees.

## 12. MODIFICATION OF TERMS.

12.1 Except as otherwise provided herein, Arc may change any of the program policies or guidelines (including, without limitation, any applicable certification guidebook, the Fee Schedule and the trademark usage policy) at any time in its reasonable discretion. Your logging in to access or submit Your application and following any required prompts, and/or Your ongoing use of the marks, constitutes Your irrevocable acceptance of all such changes which were made, and the legal amendment of this Agreement.

12.2 In the event of any modification of any material terms in accordance with Section 16.1 to which You do not assent (other than the pricing changes allowed under Section 9.2), Your sole remedy shall be the right to terminate the Agreement and receive a refund of any Fees paid by You within the one hundred and eighty (180) days immediately preceding the date of termination.

13. **FORCE MAJEURE.** Neither Party shall be liable to the other Party for inadequate or nonperformance 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 party. As used herein, the term "Force Majeure Event" shall mean any act, event or condition (except, in each case, for the payment of money) which is beyond the reasonable control of a party, including, but not 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; change in Law; or shortages or failures of sources of labor, material, energy, fuel, water, other vital utility, equipment or transportation. Either party may choose to terminate this Agreement if a Force Majeure Event lasts for a period of thirty (30) days or more. In such event, all prepaid fees for services not yet rendered shall be returned (such calculation to be made by Arc, in Arc's reasonable discretion).

## 14. NOTICES.

Arc expects to be in regular communication with You regarding Your participation in the Program. Such communications will occur via email exchange and/or through Your Application(s). However, notices required by this Agreement must be communicated as follows:

**Notices to You** – Arc shall send all notices to You at the email addresses provided by You to Arc in the Application with delivery confirmation. Such notices shall be effective when actually received. You agree to provide Arc with up-to-date contact information for the duration of this Agreement. Should Your email address be returned to Arc, Arc may instead send notices to You at the address provided at the time of registration of Your Project.

**Notices to Arc** You must provide written notice to Arc by email with delivery confirmation. Such communications shall be effective when actually received and must be addressed to [legal@arc.org](mailto:legal@arc.org), with the subject line reading "LEGAL NOTICE" with the name and id # of Your Project.

**15. NOTICE OF CLAIM; MEDIATION; ARBITRATION.**

15.1 If a dispute arises from or relates to this contract or the alleged breach thereof by act or omission, each party agree to provide to the other party written notice in accordance with Section 18 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 it was damaging; and (iii) a reasonable estimate of the amount of monetary damages suffered (each, a "**Notice of Claim**").

15.2 In the event of any controversy, claim or dispute arising out of or relating to this Agreement, or a material 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 ("**AAA**") under its Mediation Rules.

15.3 If settlement is not reached within sixty (60) calendar days after service of a written demand for mediation, such Dispute shall be finally resolved under the Rules of Arbitration of the AAA (the "**Rules**") by one (1) arbitrator mutually appointed by the Parties. If the Parties fail to mutually agree, they may then appoint three (3) arbitrators in accordance with the Rules (each such arbitration, an "**Arbitration**"). Each Arbitration will be conducted in English and all foreign language documents shall be submitted in the original language and, if so requested by any arbitrator or party, shall also be accompanied by a translation into English. The place of arbitration, and the location for all hearings and meetings in an Arbitration, shall be in the Washington, D.C., 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 20 shall be applied to the merits of the Dispute. Each party shall present its case in a pre-hearing memorial accompanied by all of its evidence in support of its position. The arbitrators in any Arbitration shall enforce, and not modify, the terms of this Agreement. The award or decision of the arbitrators shall 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, shall be borne by the parties as determined by the arbitrators. Nothing herein shall permit the arbitrators to award any damages, which are disclaimed in this Agreement, including those in Section 15. Notwithstanding the foregoing, nothing in this Section 20 shall be construed as limiting the right of a party to seek, at any time, in the state and/or federal court located in Washington, D.C., an injunction or other temporary, preliminary or permanent equitable relief (including to maintain the status quo or preserve the subject matter of the arbitration) with respect to any actual or threatened material breach of this Agreement or otherwise, to prevent or avoid irreparable harm. Each party hereby expressly and irrevocably consents to the exclusive jurisdiction and venue of such courts located in Washington, D.C., and waives all defenses and arguments that these courts constitute an inconvenient forum and other similar objections. **The parties agree to waive their respective rights to a trial by jury in any and all actions or proceedings arising out of, or in connection with, this agreement.**

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

15.5 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 shall be treated and maintained in confidence and are not intended to be used or disclosed for any other purpose or in any other forum.

15.6 Without limiting the confidentiality requirements of Section 19.5 above, the parties agree that during the pendency of a Dispute neither party will publicly or privately disparage the other party in any way, make or give any comments, statements, or opinions which may be harmful to the goodwill and reputation of the other party, 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 applicable party has a business or personal relationship which would adversely affect in any manner (i) the conduct of the business of the party; (ii) the business reputation of the party; or (iii) the personal reputation of the Arc Indemnitees.

16. **GOVERNING LAW.** This Agreement, and all of the rights and duties of You and the Arc Indemnitees arising out of or related to the Program shall be governed by and construed in accordance with the laws of Washington D.C., without regard to its conflicts of law rules.
17. **REMEDIES.** Except as otherwise expressly provided in this Agreement, all remedies shall be cumulative and in addition to and not in lieu of any other remedies available to either party at law, in equity, or otherwise.
18. **THIRD PARTIES AND ASSIGNMENT OF RIGHTS.** Nothing in this Agreement shall be deemed to confer any benefit or rights on or to any person or entity other than You and Arc; provided however, that the Arc Indemnitees shall be intended third-party beneficiaries to this Agreement. Arc reserves the right to assign and/or delegate any of its rights and/or obligations in its reasonable discretion, including, and without limitation, the right to subcontract the performance of any services associated with the Program. You may not assign and/or delegate any of the rights and/or obligations under this Agreement except as set forth in Section 11.1(e) above. Any unauthorized assignment or delegation shall be null and void.
19. **SEVERABILITY AND INTERPRETATION.** The invalidity of any part of this Agreement shall not impair or affect the validity or enforceability of the rest of this Agreement, which shall remain in full force and effect. Any provision found to be invalid shall be more narrowly construed so that it becomes legal and enforceable. The headings used in this document are for ease of reference only and shall 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, shall not apply. As used in this Agreement, the plural shall include the singular and the singular shall include the plural whenever appropriate.
20. **GOVERNMENT ENTITIES.** If You are a Government Entity (meaning an agency or instrumentality operating under color of federal law, and/or an agency or instrumentality operating under state law or municipal ordinance, including all agencies, boards and commissions in the executive branch of such

government), the foregoing provisions of this Agreement regarding limitations of liability, indemnification, equitable relief, disputes and choice of law, to which You are prohibited from agreeing to as a matter of law, are hereby waived.

## 21. ANTICORRUPTION/OFAC.

Each party agrees that, in performing its duties hereunder, it shall not directly or indirectly, promise, offer or give anything of value to any "Covered Person" (as defined below) for the purpose of influencing any act or decision of such Covered Person, including a decision to do or omit to do any act in violation of the duties of such Covered Person, or inducing such Covered Person to use his or her influence with any other person or entity of any kind whatsoever to improperly affect or influence any act or decision of such person or entity, in order to assist You or Arc to obtain or retain business, directing business to any person or obtaining any improper advantage.

For purposes hereof, the term "Covered Person" shall mean any of the following: (i) an officer, employee, agent or representative of any government (including any department, agency, instrumentality or subdivision thereof); (ii) an officer, employee, agent or representative of any public international organization; (iii) an officer, director, employee, agent or representative of an entity owned or controlled, in whole or in part, by any government (including any department, agency, instrumentality or subdivision thereof); (iv) a person acting in an official capacity on behalf of any of the persons or entities listed in (i) through (iii) above; (v) a political party, an official of a political party or a candidate for political office; (vi) any officer, director, employee or agent of a private commercial entity in a position to render, supervise or influence procurement decisions of that private commercial entity with respect to purchases from, or sales to, You, Arc; and (vii) any first, second or third degree family relative of any of the persons listed in (i) through (vi) above.

Arc and Owner each represent and warrant to the other that neither it nor any of its affiliates or agent(s) acting on behalf of it with respect to this Agreement (i) is listed on the Specially Designated Nationals and Blocked Persons List maintained by the Office of Foreign Asset Control, Department of the Treasury ("OFAC") pursuant to Executive Order number 13224, 66 Federal Register 49079 (September 25, 2001) (the "Order"); (ii) is listed on any other list of terrorists or terrorist organizations maintained pursuant to the Order, the rules and regulations of the OFAC or any other applicable requirements contained in any enabling legislation or other executive orders in respect of the Order (the Order and such other rules, regulations, legislation or orders are collectively called the "Orders"); (iii) is engaged in activities prohibited in the Orders; or (iv) has been convicted, pleaded nolo contendere, indicted, arraigned or detained on charges involving money laundering or predicate crimes to money laundering.

22. **EXECUTION.** By selecting the button below marked "I AGREE", You hereby agree to the terms, conditions and provisions represented in this Agreement. You acknowledge that You have read and understood this Agreement and all referenced materials whether by url or otherwise set forth in this Agreement, including the applicable Standard, Certification Guidebook, Fees, and the Trademark Usage Policy, and that You have been provided the opportunity to maintain a record of this Agreement and all referenced materials. Further, You understand that by agreeing to these terms You will be bound to a legally enforceable contract no different than a contract expressed on paper and physically signed by You. To the extent You accept this Agreement as described herein, Arc shall maintain an electronic record of this Agreement which You may request to review and download at any time.

**Project ID :** 8000004237

**Rating system :** none

**User Name :** qa eighteen

**User Email :** qashree18@gmail.com

**User ID :** 0010545793

**Date and Time of Acceptance :** Tue, 25 May 2021 at 08:40:58 UTC

**Name of Project :** Test Communities

**Owner Email :** qashree18@gmail.com