

WELL™ CERTIFICATION 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 REPRESENT THAT YOU ARE AN AUTHORIZED REPRESENTATIVE OF THE OWNER SIGNING BELOW, HAVE AUTHORITY TO ENTER INTO THIS LEGALLY BINDING AGREEMENT AND HAVE HAD THE OPPORTUNITY TO CONSULT WITH AN ATTORNEY ABOUT YOUR RIGHTS AND OBLIGATIONS HEREUNDER.

This Certification Agreement (this “Agreement”) is entered into by You (as defined below) and Green Business Certification Inc. (“GBCI”), and constitutes a binding agreement between You, on the one hand, and GBCI, on the other hand. As used herein, the terms “You”, “Your”, “Yourself” and “Owner” refer to the individual(s) or entity(ies) listed in signature block below that holds all legal right to possess and control, or, with respect to a Project (defined below) seeking certification under the WELL Community Standard™, that has authority to fulfill the obligations herein, in each case with respect to the real and personal property associated with the Project, as may be implemented by a third party such as an architect, property manager or consultant who has been granted authority to act on Your behalf (Your “Agent”). As used herein, the term IWBI refers to International WELL Building Institute PBC, a Delaware public benefit corporation, and its subsidiaries.

If Your Agent is entering into this Agreement on Your behalf, You represent and warrant that You have completed a “Confirmation of Agent’s Authority” (the form of which is available upon request from GBCI) and that You or Your Agent will provide this form to GBCI upon execution of this Agreement. In such instance, GBCI will have no obligation to make any recommendation or render any decision or provide any other information or services with respect to any Project registered under this Agreement until You have provided this form to GBCI. GBCI agrees that Your Agent has no responsibility for the breach of any contractual obligations arising from the Agent’s authorized conduct on Your behalf. Any attempt to modify the terms of the Confirmation of Agent’s Authority may render the form invalid as to be determined by GBCI in GBCI’s sole discretion.

If more than one person or entity constitutes an Owner as defined herein, such parties must irrevocably designate You as the sole Owner with the authority to accept this Agreement and work directly with GBCI for the purpose of administering the certification process (the “Primary Owner”), by completing a “Confirmation of Primary Owner’s Authority” (which is available upon request) providing this form to GBCI upon execution of this Agreement. GBCI will only communicate with and take direction from You as the Primary Owner with regard to the performance of GBCI’s obligations under this Agreement. The purpose of this Agreement is to establish the terms and conditions under which You may apply to GBCI for WELL Certification under the WELL Building Standard and versions thereof, or WELL Community Standard pilot (“WELL Community Standard” and versions thereof as applicable (the WELL Building Standard and the WELL Community Standard and versions thereof, collectively referred to as the “WELL Program”).

1. THE WELL PROGRAM. The WELL Building Standard™ is the premier rating system for buildings, interior spaces and communities seeking to implement, validate and measure features that support and advance human health and wellness. The WELL Building Standard is aimed at improving the health and wellness of building occupants, and the WELL Community Standard™ expands that work beyond a single building to entire districts. The WELL Program consists of the process whereby owners of real property may apply to GBCI for WELL Certification or other designation awarded under either the WELL Building Standard or WELL Community Standard, as applicable. WELL Certification refers to GBCI’s determination that a project has satisfied the requirements set forth in the WELL Building Standard or WELL Community Standard, and has accumulated all preconditions and the minimum number of features required to achieve a particular level of WELL Certification (*i.e.*, WELL Certified™ Core, WELL Certified™ Silver, WELL Certified™ Gold, or WELL Certified™ Platinum). As the third-party certifier of the WELL Program, GBCI confers WELL Certification under license from IWBI. From time to time, the WELL Program may include the administration of WELL Certification pursuant to pilot versions of the WELL Building Standard or WELL Community Standard, including but not limited to WELL

Building Standard version 2 pilot (“WELL v2”).

The WELL Program is managed and operated by IWBI, 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.

2. THE PROJECT. As used herein, the term “Project” refers to the real and personal property (including the building(s), space(s), structure(s), land, fixtures, etc.) comprising the commercial or institutional building(s) or multifamily building(s) or interior space(s) or community that You register under this Agreement for the purpose of seeking WELL Certification. The format of Your Project and the number of buildings and interior and exterior spaces which encompass Your Project, and to which this Agreement will apply, may vary depending on the manner in which You pursue certification.

3. APPLICATION AND PROJECT TYPE REQUIREMENTS.

3.1. Upon registering Your Project, You will gain access to WELL Online (as defined below) which can be used by You solely to apply for WELL Certification through submission of an application (“Application”) and help You manage the WELL Certification process electronically. You may access and submit multiple Applications under this Agreement. You are not required to submit an Application and may exit the WELL Program at any time.

3.2. Each Application is designed to elicit information necessary to determine if a Project complies with the requirements of the WELL Building Standard or WELL Community Standard as applied to the building’s or district’s project type (“Project Type”) under which you have selected for Your Project to be reviewed (hereinafter the “Project Type Requirements”). The full text of the WELL Building Standard or WELL Community Standard, including the Project Type Requirements for each Project Type under which Your Project may apply, is published and available for review online and upon request. You hereby represent and warrant that You have fully reviewed and understand the WELL Building Standard or WELL Community Standard, as applicable, and Project Type Requirements, if applicable, and, if you have selected for Your Project to be reviewed under a pilot rating system, the applicable pilot rating system.

3.3. You understand and acknowledge that your Project will be expected to comply with, and will be reviewed under the version of the WELL Building Standard or WELL Community Standard (or, if you have selected for Your Project to be reviewed under a pilot rating system, the applicable pilot rating system) that is current as of the date on which You register Your Project. Notwithstanding the foregoing, to the extent one or more new versions are published after the date on which You register Your Project but before the date on which You undertake and submit measurements for performance review for purposes of WELL Performance Verification (defined below), You may elect to have your Project reviewed either under the version of the WELL Building Standard or WELL Community Standard that was current as of the date of Your registration or any subsequently published version, at your option.

4. CERTIFICATION GUIDEBOOK. As used herein, the term “Certification Guidebook” refers to the WELL Certification Guidebook(s) available online at <http://wellcertified.com/certification-guidebooks> and upon request. The Certification Guidebook contains extensive information and instructions related to the WELL Program, including associated policies, processes and guidelines, and is incorporated herein by reference. You agree to follow the procedures set forth in the Certification Guidebook, including all updates and changes provided to You or made available by GBCI and/or IWBI from time to time. You are advised to check for updates often. The Project Administrator listed on your WELL Online account may also select to opt-in to receive email updates, including updates of material changes to the Certification Guidebook.

5. CERTIFICATION REVIEW.

5.1. Following receipt of Your Application, GBCI will initiate its review, which includes review of the Application and all accompanying documentation You submit therewith, and administration of Your Project to

determine if it is eligible for WELL Certification (and if so, the appropriate level of WELL Certification to be conferred) and/or review of the results of an on-site performance assessment and performance testing (with such performance testing and performance review and assessment collectively referred to as “WELL Performance Verification” or “Performance Verification”). During a review, GBCI may request additional documentation, resubmission of calculations and any other information or factors that GBCI deems relevant. GBCI will strive to meet any review timelines set forth in the Certification Guidebook (each, a “Review Timeline”); however, the Review Timelines are estimates only. The failure of GBCI to meet any Review Timeline will not be considered a breach of this Agreement and You will not be entitled to any remedy, including a refund of any portion of any Fees paid by You under this Agreement as a result of such failure; provided, however, You will be accorded additional time to respond to GBCI commensurate with any delay caused by GBCI’s failure to meet a Review Timeline.

5.2. Subject to the last sentence of Section 5.1, Projects must abide by time frames outlined herein and the Certification Guidebook, or, if applicable, remain current on Your subscription, in order to avoid registration expiring. You are required to initiate Performance Verification under the WELL Building Standard or WELL v2 within five (5) years of registration or while Your subscription is active, whichever is longer, or submit data to GBCI for Performance Verification within ten (10) years of registration under the WELL Community Standard. Moreover, with respect to projects seeking WELL Certification under the WELL Community Standard, You are required to submit documentation for the WELL Precertification designation within five (5) years of registration, and You are required to register the minimum number or percentage of health and wellness certified total building count or percentage of total gross building area, as applicable, that is required for Your Project under the WELL Community Standard within two (2) years of registration with the option to seek an extension of that time period from IWBI, as applicable. WELL Precertification refers to the designation awarded by IWBI indicating a Project’s progress toward WELL Certification, in accordance with timelines set forth in the Certification Guidebook for the WELL Building Standard or WELL Community Standard, respectively.

5.3. WELL Certification is valid for three (3) years under the WELL Building Standard and valid for five (5) years for the WELL Community Standard. During the three (3) year time period for certification sought under the WELL Building Standard, annual performance data must be submitted for certain select features that require more frequent reporting, as indicated in the feature requirements or Project Type Requirements, as applicable. Further, in order to maintain certification, Your Project must submit a recertification application no later than the third (3rd) anniversary or fifth (5th) anniversary of the date on which certification was last granted for the Project under the WELL Building Standard or WELL Community Standard, respectively. Filing a recertification application extends the validity of the Project’s prior certification period for an additional six (6) months upon filing, during which time the Project must satisfactorily submit a recertification application to determine that the Project continues to meet the features of the applicable WELL Program. For the Project’s first recertification cycle, You may elect to have the Project reviewed under either the version of WELL Building Standard or WELL Community Standard for which the Project achieved initial certification or any subsequently released version. For all subsequent recertification cycles, the Project will be expected to comply with, and will be reviewed under, the version of the WELL Building Standard or WELL Community Standard (other than pilot versions thereof) that is in place twelve (12) months prior to the expiration of its then-current certification or, if You so choose, You may elect review of your Project under a more recent version of the WELL Building Standard or the WELL Community Standard. Failure to successfully recertify within forty-two (42) months under the WELL Building Standard or sixty-six (66) months under the WELL Community Standard of Your Project’s then-current certification will cause your Project’s certification to expire and your Project will be removed from the WELL Project Directory. Should your Project’s certification expire, you must re-register the Project and submit an initial application under the most recent version of the WELL Building Standard or WELL Community Standard, as applicable. The WELL Health-Safety Rating is valid for one year from the time it is achieved, and it is subject to renewal, including payment of applicable fees and submission of a renewal application for GBCI’s review.

5.4. You recognize and acknowledge that the WELL Program, while regulated by specific policies and standards, also requires discretion and judgment. The decision whether to grant or deny WELL Certification to a Project will be made in the sole discretion of GBCI based on the sufficiency of the submitted Project Information (defined below), your Project Type, the results of on-site performance testing for WELL Performance Verification and any other information that GBCI deems relevant.

6. WELL ONLINE PLATFORM. GBCI and IWBI have launched a website to host the Application, available at <https://projects.wellcertified.com/> (“WELL Online”), which is expected to be available to You in general twenty-four hours a day, seven days a week, other than when unavailable for maintenance, upgrades, modifications, or similar reasons; however, neither GBCI nor IWBI guarantees the availability of WELL Online or that access to WELL Online will be uninterrupted or error free. IWBI and GBCI reserve the right to interrupt, limit, or suspend WELL Online from time to time for purposes of maintenance, upgrades, modifications, or similar reasons. You understand and agree that IWBI and/or GBCI may upgrade or otherwise modify WELL Online at any time in its sole discretion and that neither IWBI nor GBCI shall be held responsible or liable for any damages arising from any interruption, suspension, or termination of WELL Online, regardless of the cause.

7. OPTIONAL AND SUPPORT SERVICES. GBCI and/or IWBI may make available certain technical support and coaching services included within Your registration and certain optional services You may request in order to assist You to complete the Application, apply requirements of your Project Type to Your Project, confirm Your status as a participant in the WELL Program and/or confirm the status or progress of Your Project, including without limitation, the review of and/or response to requests for alternative adherence paths and/or innovation features, the review and approval of curative action plans, the undertaking of appeals, requests for WELL Precertification review, WELL Health-Safety Rating review, and other services related to the WELL Program (collectively, “Optional Services”). You acknowledge and agree that the performance of all Optional Services by GBCI and/or IWBI shall be governed by the terms of this Agreement, including without limitation, all provisions herein related to indemnification and limitations of liability.

8. FEES.

8.1. In consideration for the review of Your Project, the applicable WELL version or Program under which You are seeking certification, the provision of any Optional Services that You may receive or request under this Agreement, and whether you opt for a single cycle payment or subscription payment model, as applicable, You agree to pay IWBI certain fees (collectively, the “Fees”) in accordance with the applicable fee schedule made available to you on your Project page of WELL Online (the “Fee Schedule”). You may also review online applicable registration and certification Fees along with a description of relevant support and Optional Services at the following webpage: <https://www.wellcertified.com/well-pricing>. The Fees that You will incur will vary depending on Project Type, Project square footage, the number and type of Optional Services You request, and other factors particular to your Project. Moreover, if You believe Your Project is eligible to receive sector or market-specific pricing offered on the pricing page for WELL v2, you may be required to submit documentation substantiating your eligibility to receive such pricing. GBCI will issue an invoice on behalf of IWBI to You for all applicable Fees as they are incurred. All Fees must be paid to IWBI, or depending on location of Your Project, a subsidiary thereof, as will be indicated on Your invoice, within thirty (30) calendar days of the date of the applicable invoice. You hereby represent and warrant that You have fully reviewed and understand the Fee Schedule, as it may be updated from time to time and made available to You on IWBI’s website and on Your Project page on WELL Online. The Fees are exclusive of any and all sales tax, value added tax, or any other relevant assessment, tax, duty or withholding that may be required under any applicable laws. Any and all such tax, assessment, duty or withholding shall be Your sole responsibility.

8.2. Except as provided in Sections 8.3 and 8.4 below, all Fees are calculated on the dates on which they are incurred. The Fees may be increased by no more than ten percent (10%) per calendar year. You agree to pay the then-current Fees as they are incurred. You will be provided with no less than ninety (90) days’ prior written notice of any Fee increases. For the avoidance of doubt, any annual fee increases will not apply to You provided You adhere to the requirements specified in Sections 8.3 and/or 8.4 below, as may be applicable to Your Project, including, for example, adherence to document submission deadlines and maintaining current status on Your subscription, or pre-payment of Fees in advance.

8.3. You will be charged in accordance with the Fee Schedule that was applicable on the date on which You registered the Project to the extent (i) You submit Your Application, including all required and complete accompanying documentation, for review by GBCI on or before, (a) for certification sought under the WELL

Building Standard, the second (2nd) year anniversary of the date on which You registered the Project and, (b) for WELL Precertification sought under the WELL Community Standard, the fifth (5th) year anniversary of the date on which You registered the Project; or (ii) for certification or other designations sought under WELL v2, during the applicable term of Your subscription, provided You remain active on such subscription. For the avoidance of doubt, to the extent You submit Your Application, including all required and complete accompanying documentation, for review by GBCI after the second (2nd) or fifth (5th) year anniversary of the date on which You registered the Project, as applicable, or, if You pay annual Fees under a subscription and Your subscription lapses due to failure to timely pay the applicable annual Fees, You will be responsible for all Fee increases, if any, and will be charged the then-current Fees as they are incurred in accordance with Section 8.2 above. Further, for the avoidance of doubt, to the extent You are seeking certification under the WELL Building Standard for any building or buildings located within Your Project pursuing certification under the WELL Community Standard, that building or building is subject to WELL Building Standard certification and support Fees in addition to WELL Community Standard certification and support Fees applicable to Your Project pursuing certification under the WELL Community Standard.

8.4. You may elect to pay any Fees pertaining to the initial certification and recertification, if applicable, of Your Project in advance. If You pay any such Fees in advance, You will not be charged for the difference should a subsequent increase occur.

8.5. If You do not agree to any Fee increase, Your sole remedy is to terminate this Agreement pursuant to Section 11.1(a). In the event You elect to terminate this Agreement, You will forego any benefit for which You have paid in advance, and none of the Fees will be refunded, including any prepaid Fees.

9. PROJECT INFORMATION. Protection of Your information is important to us. Because the WELL Certification process requires you to submit extensive Project Information, please closely review the way Project Information is used and with whom it may be shared. Please note that any information submitted through WELL Online is provided by You at Your discretion. Other than necessary business contact information, we do not require nor do we wish to collect personal data so please do not submit it. You should remove any inadvertent submission of personal data. WELL Online is hosted on databases located in the United States and by submitting Your Project Information to WELL Online, You hereby consent to its transfer to and storage within the United States. For additional information about the types of Project Information that may be requested and submitted and how it may be used, please review the Certification Guidebook and IWBI's Privacy Policy available at <https://www.wellcertified.com/en/privacy>.

9.1. License to Use for Purpose of Assessment. In order to complete the WELL Certification application process, You must submit extensive information to GBCI related to Your Project, including without limitation, any information related to You or Your Project provided prior to executing this Agreement, information contained within the Application(s) and any additional information or data provided to GBCI or IWBI in connection with Your Project, including, and not limited to, features pursued such as those listed on Your custom scorecard, if applicable, and Project performance data (collectively, "Project Information"). You hereby grant GBCI and IWBI, and their respective affiliates, agents, representatives and contractors, a perpetual, non-exclusive, royalty-free and fully paid-up license to access, view, reproduce and otherwise use all Project Information submitted to GBCI, including all copyrighted materials, tradenames and other proprietary information, for the purposes of assessing the Project. Except as specifically set out herein, all Project Information shall remain confidential and used by IWBI and GBCI and its personnel for purposes of assessing Your Project. GBCI agrees that, to the extent it utilizes any agent, representative or contractor to assist it in assessing or reviewing Your Project, that it shall ensure that each such agent, representative or contractor is bound by reasonable confidentiality obligations prior to providing any services under this Agreement. For purpose of illustration, but not in any way limiting the foregoing confidentiality obligation, GBCI shall not distribute or publish and shall maintain as confidential any submitted plans, drawings or schematics pertaining to Your Project.

9.2. "Public" Projects. Unless you affirmatively select the option for Your Project to be "private" (see Section 9.3 below), Your WELL-registered and certified Projects are, by default, considered "public" projects and, as such, they are included in a public directory of projects (the "WELL Project Directory"). Inclusion in the WELL Project

Directory allows the general public and members of the media to look up specific project listings and the following details: Project name, Project location, Project type, Project size and Project status (registered, WELL Precertified or WELL Health-Safety Rated, designated, certified, and, to the extent that the Project achieves certification, the level of certification achieved (collectively, "Public Project Information"). GBCI shall not distribute or publish any submitted plans, drawings or schematics pertaining to any project without Your written permission except to GBCI's employees, agents, representatives and subcontractors for the purpose of assessing the Project.

9.3. "Private" Projects. You may opt-out of the WELL Project Directory for Your Project and publicity opportunities by electing for Your Project to 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 WELL Project Directory. However, certain other non-project identifying information may be disclosed, including, but not limited to, Project location, Project size and, to the extent the Project achieves certification, the level of certification achieved (the "Private Project Directory Information"). If Your Project is a Private Project and achieves WELL Certification, it will automatically be transitioned to a Public Project upon issuance of WELL Certification. *Nota bene:* For so long as a Project maintains its election as a "Private Project", the Project shall not market or represent itself to the general public as having applied for certification, or as being certified, and no intellectual property including the Marks may be utilized or displayed in relation to the project. Project owners may change the privacy setting for a project at any time before acceptance of the final award, using functionality in WELL Online. Notwithstanding the foregoing, if it is determined in GBCI's or IWBI's reasonable discretion that despite its election as Private Project, Your Project has been/is being marketed to the public as having registered for or received certification under this Agreement, it will be deemed implied consent given by You to GBCI and IWBI to consider Your Project as a Public Project as defined in this Agreement.

9.4. Aggregated, Non-Identifying Information; License for Public Use. You agree that GBCI, IWBI and IWBI's and GBCI's affiliates may also access, publish, reproduce, display and exploit Public Project Information (from a public Project) and Private Project Directory Information (from private Projects) and Aggregated Project Information (as defined below), to, inter alia, educate and provide resources for WELL project teams and others, showcase Project strategies and promote the WELL Building Standard and WELL Community Standard on a global scale, and to further develop, upgrade or improve the WELL Building Standard, WELL Community Standard and versions thereof and services related thereto. Whether or not You elect for Your Project to be private, you hereby confer the right to GBCI, IWBI and IWBI's and GBCI's affiliates to publish, display and exploit the Project Information in aggregated, non-identifying form (the "Aggregated Project Information").

9.5. License for Internal Use. You agree that GBCI, IWBI and IWBI's and GBCI's affiliates may make internal use of any Project Information submitted to GBCI and information related to Your Project's WELL Performance Verification – whether by a public or private Project.

9.6. Publicity. Each party to this Agreement agrees that it shall not furnish any company logo, trademark (except tradename to identify the Project) or proprietary indicia of the other or any of its affiliates in any press release, testimonial, quotations, case study, or endorsement without the other party's prior written consent, which consent shall not unreasonably be withheld.

9.7. Disclosure When Legally Compelled. Nothing in this Agreement shall prevent GBCI, IWBI or IWBI's or GBCI'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, GBCI, IWBI, IWBI's affiliates and/or GBCI'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.

9.8. Classified Information. Neither GBCI nor IWBI wish to receive classified information. Any information or materials submitted to GBCI or IWBI will be deemed to be not classified. By submitting information to either GBCI or IWBI, You represent that such information, be it submitted in connection with an Application for WELL 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.

9.9. Changes in WELL Certification Guidebook. Despite anything to the contrary set forth in this Agreement relating to changes or modifications in the WELL Certification Guidebook, the ways in which Your Project Information may be used and license herein granted shall be governed by the provisions of Section 9, unless You so consent to any change in use in a signed writing.

10. TRADEMARKS.

10.1. IWBI owns certain rights, title and interest in and to several trademarks, service marks, certification marks, logos, trade dress, and other graphic images, including, but not limited to WELL Certified[™], the WELL Certified[™] logo, WELL Precertified[™], WELL Health-Safety Rating[™], WELL Health-Safety Rated[™] (collectively, the “Marks”) and, pursuant to licenses from IWBI, in the event You receive WELL Precertification or WELL Health-Safety Rated designation or WELL Certification for Your Project, GBCI has the right to grant You the limited right to use the Marks as set forth herein. The Marks constitute valuable intellectual property held by IWBI and licensed to GBCI and their licensors and are protected by law. You acknowledge and agree that the Marks constitute valuable intellectual property of IWBI and that any unauthorized use by You of these Marks constitutes both intellectual property infringement and a breach of this Agreement. IWBI holds registrations and applications for certification marks and/or trademarks for, some or all of the Marks in several jurisdictions worldwide. You acknowledge that IWBI is the owner of certain right, title and interest in and to each of the Marks in various jurisdictions pursuant to applicable statutes, common law or otherwise, regardless of whether each Mark has been applied for or registered in each jurisdiction, and You shall not engage in, advance, or otherwise support any action, claim or challenge that is inconsistent with the foregoing.

10.2. After you have formally applied for WELL Certification for Your Project, while Your Project is under review by GBCI, GBCI and IWBI grant You the limited right to indicate that You have applied for WELL Certification for Your Project, at whichever level is applicable, under the WELL Program; provided however, that You are prohibited from using the Marks in any manner that violates the intellectual property rights of any third party, is misleading, or that indicates or implies (as determined by GBCI in its sole and absolute discretion, subject to the terms of its license from IWBI) that Your Project has achieved, or will achieve, WELL Certification at any level. You are prohibited from using the WELL Certified[™] logo in any manner prior to receipt of an award of certification from GBCI. In the event that Your Project is awarded WELL Precertification or WELL Health-Safety Rated designation or WELL Certification by GBCI, then, subject to the terms and conditions of this Agreement, GBCI grants You a non-exclusive, non-sublicenseable, non-transferable, revocable (in the discretion of GBCI, subject to the terms of its license from IWBI), royalty-free, limited license to use, during the period of time during which the Project’s designation or certification remains valid, the applicable Marks (depending if applicable, the level of WELL Certification achieved) for the purposes of indicating the level of WELL Certification granted in relation to the Project. For the avoidance of doubt, the license granted herein shall automatically expire, without notice, upon any expiration, termination or revocation of the Project’s designation or certification, as applicable.

10.3. You agree to use the Marks in accordance with all applicable laws, rules and regulations, and You will comply at all times with IWBI’s WELL Branding Guidelines and PR Guides as published by IWBI and as may be updated from time to time (The WELL Brand Guide and PR Guides collectively referred to as the “WELL Branding Guidelines”), and any other related requirements associated with the use of the Marks as provided by GBCI or IWBI in writing to You. The WELL Branding Guidelines shall be available online at <https://www.wellcertified.com/resources/marketing>. You represent and warrant that You have fully reviewed the WELL Branding Guidelines, and You agree to check for updates often.

10.4. All rights not expressly granted herein are reserved by GBCI and/or IWBI, and no license is granted hereunder for the use of the Marks for any purpose beyond the uses set forth in this Section 10, or to any other intellectual property of GBCI or IWBI. You acknowledge and affirm IWBI’s ownership of the Marks and the validity and enforceability thereof, and 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. 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. You agree and acknowledge that all rights, good will and other benefits accruing to you by your use of the image or the Marks will inure to the benefit of IWBI. Additionally, You shall not in any way seek to avoid any obligations under this Agreement, or any other agreement you have with GBCI or IWBI, because of the assertion or allegation by any party that any of the Marks is invalid or by reason of any contest concerning any of the Marks or IWBI's ability to use any such Marks.

10.5. 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 GBCI and IWBI would sustain as a result of Your unauthorized use of the Marks. You recognize that GBCI and IWBI 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 10. Such remedy shall not be exclusive of any other remedies available to GBCI and IWBI, nor shall it be deemed an election of remedies by IWBI.

10.6. The Marks WELL CertifiedTM and the WELL CertifiedTM logo are certification marks in the United States. Outside of the United States, such Marks (and any other similar Marks) may be treated, applied for or registered as certification marks or standard commercial trademarks in any country or jurisdiction at the sole discretion of IWBI.

10.7. Notwithstanding the foregoing, to the extent any of the Marks are abandoned, canceled or otherwise determined or claimed to be invalid or becomes the subject of any challenge, IWBI and GBCI reserve the right to alter the Marks or the scope of the license granted herein. Any such updates will be communicated to you by updating the WELL Branding Guidelines or otherwise in writing, and You will be responsible for complying with the WELL Branding Guidelines as they may be updated from time to time. For the avoidance of doubt, in the event that any of the Marks are abandoned, canceled or otherwise determined or claimed to be invalid, You shall not be entitled to any damages including any refund of fees paid.

11. TERM AND TERMINATION.

11.1. 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:

11.1.1. You or GBCI may terminate this Agreement in whole or in part at any time upon thirty (30) days written notice.

11.1.2. GBCI may terminate this Agreement in full (or as it relates to any Project registered under this Agreement), if You breach Your obligations under this Agreement, and You fail to cure such breach within thirty (30) days from the date of notice of breach provided to You by GBCI. Such breach of obligations shall include, without limitation, to failure to timely pay any Fees due under this Agreement, Your misuse of any Marks or other intellectual property held by IWBI or its affiliates, and any misstatement, whether intentionally or unintentionally made, in the Project Information that You submit in connection with the WELL Program.

11.1.3. This Agreement will automatically terminate in full (or as it relates to any Project registered under this Agreement) if GBCI delivers notice in the form of a WELL report (the "WELL Report") or other written notice to You that Your Project has failed to achieve WELL Certification, whichever is applicable, and you (i) indicate, through WELL Online or by other written notice, your acceptance of such WELL Report or other written notice of this determination, or (ii) have exhausted all opportunities to appeal this determination.

11.1.4. This Agreement will automatically terminate in full (or as it relates to any Project registered under this Agreement) upon: (i) for certification sought under the WELL Building Standard, the fifth (5th) year anniversary of the date on which You registered the Project, if You have failed to undertake and submit measurements for performance review for the Project on or before said fifth (5th) year anniversary, or if You have selected to pay your Fees under a three or five year subscription, if Your subscription term lapses due to failure to

timely pay applicable annual Fee or expires and You fail to timely renew such subscription; (ii) for certification sought under the WELL Community Standard, the tenth (10th) year anniversary of the date on which You registered the Project, if You have failed to undertake and submit measurements for performance review for the Project on or before said tenth (10th) year anniversary; or (iii) for certification sought under either the WELL Building Standard or WELL Community Standard upon (a) the complete or substantial demolition of the Project; (b) Your failure or unwillingness to comply with any applicable Project Type Requirements or conditions of WELL Certification; or (c) the revocation, termination or expiration of WELL Certification for the Project as set forth in the Certification Guidebook. Moreover, with respect to the WELL Community Standard, this Agreement is subject to termination upon Your failure to submit documentation for WELL Precertification for the Project within five (5) years of registration or Your failure to register the minimum number or percentage of total building count or total gross building area, as applicable, within two (2) years of registration without obtaining an extension from IWBI.

11.1.5. You acknowledge that IWBI has established prestige and goodwill in the WELL 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 IWBI, that all Projects registered under this Agreement embody the highest standards and reputation connected with GBCI and IWBI and the WELL Building Standard and WELL Community 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 IWBI Indemnitees (defined below), the WELL Building Standard, the WELL Community Standard and/or the WELL Program, in IWBI's sole discretion, then at the time of any such act or at any time after GBCI and/or IWBI learns of any such act, GBCI will have the right, at its sole option, to terminate this Agreement by written notice to You.

11.2. Upon termination of this Agreement pursuant to Section 11.1 above:

11.2.1. Your access to the Application(s) for the associated Project will be revoked by GBCI, and GBCI may, in its sole discretion, delete or destroy any such Application(s) and Form(s) and all data therein.

11.2.2. All of Your rights to use the Marks pursuant to the license granted under Section 10 will terminate and You must immediately discontinue all use and display of the Marks.

11.2.3. 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. If You have opted for subscription pricing under WELL v2 and You terminate a three-year subscription before the end of Your subscription term, You will be responsible for paying Fees for the remainder of the three-year term; and if You terminate a five-year subscription before the end of Your subscription term, You will be responsible for Fees for the next two years of the term, or if one year is remaining on Your term then You shall be responsible for paying Fees for the final year of the five-year term.

11.2.4. In the event that GBCI terminates this Agreement without cause as set forth in Section 11.1.1 above, any fees pre-paid by you applicable to any period of time subsequent to the effective date of termination for services not received shall be refunded to you.

11.2.5. 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 in this Section 11.2.

11.2.6. Upon termination of this Agreement for cause, You acknowledge that GBCI may revoke WELL Certification in addition to any other remedies it may have under this Agreement, at law or in equity. Further, upon the expiration or early 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) of compensation whatsoever, except as set forth in this Section 11.2.

11.3. It is expressly understood and agreed that the parties' respective obligations under this Agreement in
V06292020

Articles 8 and 9, Sections 10.1, 10.3, 10.4 and 10.5, Articles 11 through 15, and Articles 18 through 28 shall survive any termination of this Agreement.

12. REPRESENTATIONS AND WARRANTIES.

12.1. Each party hereby represents and warrants that it (a) 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, and (b) has taken all necessary action required to authorize the execution and delivery of this Agreement and the performance of its obligations hereunder.

12.2. Notwithstanding the above, 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 constitutes an Owner as defined herein, You represent and warrant that all other persons or entities constituting an Owner under this Agreement, if any, have each completed a "Confirmation of Primary Owner's Authority" confirming Your authority to act on their behalf, and that these forms will be provided by You upon execution of this Agreement by written notice. You therefore represent and warrant that You have been irrevocably, explicitly and actually granted the power and authority and the legal right by all Owners, as the Primary Owner, to enter into this Agreement and to grant the rights and perform the obligations set forth herein on behalf of all Owners, including Yourself, as necessary to render this Agreement a legal, valid and binding obligation against all Owners, including Yourself, and that is enforceable against all Owners, including Yourself, in accordance with its terms. The obligations of all Owners, including Yourself, shall be joint and several and the GBCI Indemnitees (defined below) may enforce their rights against any Owner in any order.

12.3. You represent and warrant that You have taken all necessary action required to authorize the execution and delivery of this Agreement and the performance of Your obligations hereunder.

12.4. You represent and warrant that You have the right to provide all Project Information provided to GBCI by You or on Your behalf, to grant the licenses to GBCI, IWBI, and IWBI's and GBCI's subcontractors and affiliates as purported to be granted pursuant to this Agreement and to otherwise grant the rights granted under this Agreement.

12.5. You represent and warrant that no rights granted by You to GBCI, IWBI, and IWBI's and GBCI's subcontractors or affiliates pursuant to this Agreement are in violation of any other agreement.

12.6. You represent and warrant that the Project Information, as well as any information contained in Your Application or any other documents you submit to GBCI, is and will be 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.

13. INDEMNIFICATION.

13.1. You agree to indemnify, defend and hold harmless GBCI, IWBI, their affiliates 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 or suits brought or asserted by a third party (collectively, "Claims") and associated losses, costs, liabilities, judgments, damages and expenses, including reasonable attorneys' fees, court costs, litigation expenses and related expenses (collectively, "Losses") arising out of or relating to (i) Your breach of any of the representations, warranties or obligations set forth herein; (ii) any incompleteness or inaccuracy of the Project Information; (iii) Your use of the Marks other than as set forth in Section 10; (iv) Your use of, and/or reliance upon, WELL Certification awarded under this Agreement; and/or (v) Your negligence or act or omission in connection with Your Project (whether or not any individual building(s) or individual interior space(s) or communities comprising Your Project has received WELL Certification); all of the foregoing, except to the extent such Claim was directly caused by the gross negligence or willful misconduct of GBCI, GBCI's subcontractors, and/or IWBI. To the extent You are required to

indemnify any of the GBCI Indemnitees, You shall not enter into any settlement without obtaining GBCI's prior written consent, which shall not be unreasonably withheld. 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. 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 GBCI's or IWBI's intellectual property rights, including but not limited to infringement of the Marks, by You or Your Indemnitees.

13.2. GBCI agrees to indemnify, defend and hold harmless You and Your respective officers, directors, employees, agents, representatives, affiliates, subcontractors, subsidiaries and independent contractors (collectively, the "Your Indemnitees") from and against all Claims and associated Losses arising out of or relating to GBCI's breach of any of its representations, warranties or obligations set forth herein. To the extent GBCI is required to indemnify any of Your Indemnitees, GBCI shall not enter into any settlement without obtaining Your prior written consent, which You shall not unreasonably withhold. Without limitation of the foregoing, any or all of the Your Indemnitees may elect to participate in any cause of action with counsel of their choosing at their own expense. Regardless of anything to the contrary in this Agreement, the indemnity offered by GBCI under this clause shall not exceed the amount of Fees paid by You, per Project. However, GBCI agrees that this limit shall not be applicable in the event of any misappropriation, infringement, or material breach of Your intellectual property rights by GBCI or GBCI Indemnitees.

13.3. If, subsequent to the acceptance of this Agreement, it is determined that such acceptance was by an unauthorized individual or entity purportedly acting on the behalf of the party (or parties) that holds all legal right to possess and control the real and personal property associated with the Project, the person or entity that accepts this Agreement acknowledges and agrees that, as between such person or entity and GBCI and/or IWBI, such person or entity shall be responsible for all liability to, and incurred by, the GBCI Indemnitees and all third parties, 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 this Agreement. No settlement shall 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. DISCLAIMER OF WARRANTIES.

14.1. NEITHER GBCI, NOR IWBI, NOR THEIR AFFILIATES MAKES ANY (AND EACH OF GBCI, IWBI AND THEIR AFFILIATES HEREBY DISCLAIM, 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 OR MISAPPROPRIATION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE WELL PROGRAM, THE WELL BUILDING STANDARD, THE WELL COMMUNITY STANDARD, ANY APPLICATION OR FORM, THE WELL CERTIFICATION REVIEW PROCESS, AND ANY OPTIONAL SERVICES PROVIDED BY OR ON BEHALF OF ANY GBCI INDEMNITEE. GBCI, IWBI AND THEIR AFFILIATES EXPLICITLY DISCLAIM ANY AND ALL LIABILITY ARISING FROM YOUR USE OF THE WELL BUILDING STANDARD, THE WELL COMMUNITY STANDARD, WELL ONLINE AND ANY APPLICATION OR FORM FOR ANY PURPOSE OTHER THAN FOR THE PURSUIT OF WELL CERTIFICATION FROM GBCI.

14.2. ALL DETERMINATIONS RELATED TO WELL CERTIFICATION, WELL HEALTH-SAFETY RATING OR OTHER DESIGNATIONS ARE IN THE SOLE AND ABSOLUTE DISCRETION OF GBCI SUBJECT TO THE TERMS OF ITS LICENSE FROM IWBI AND IN NO EVENT SHALL ANY GBCI INDEMNITEE HAVE ANY LIABILITY AS A RESULT OF ANY DECISION TO GRANT OR NOT TO GRANT WELL CERTIFICATION OR OTHER DESIGNATION TO YOUR PROJECT (OR ANY PORTION OF YOUR PROJECT) FOR ANY REASON.

14.3. WITHOUT LIMITING THE BROAD SCOPE OF THIS SECTION 14, YOU AGREE AND ACKNOWLEDGE THAT:

14.3.1. A GRANT OF WELL CERTIFICATION, WELL HEALTH-SAFETY RATING OR OTHER DESIGNATION IS NOT A REPRESENTATION, AND DOES NOT MEAN THAT YOUR PROJECT (OR ANY INDIVIDUAL BUILDING(S) OR INTERIOR SPACE(S) OR COMMUNITIES COMPRISING YOUR PROJECT) IS STRUCTURALLY SOUND OR SAFE, CONSTRUCTED IN ACCORDANCE WITH APPLICABLE LAWS, REGULATIONS OR CODES, FREE OF MOLD OR MILDEW, OR FREE OF BACTERIA, VIRUSES, PATHOGENS, VOLATILE ORGANIC COMPOUNDS, ALLERGENS, OR TOXINS;

14.3.2. GBCI'S SERVICES, THE WELL PROGRAM, WELL BUILDING STANDARD, THE WELL COMMUNITY STANDARD, AND THE WELL HEALTH-SAFETY RATING ARE INTENDED TO EDUCATE AND ASSIST PROJECT OWNERS IN THEIR EFFORTS TO CREATE HEALTHIER INDOOR SPACES, AND NOTHING THEREIN SHOULD BE CONSIDERED, OR USED AS A SUBSTITUTE FOR, MEDICAL ADVICE, DIAGNOSIS OR TREATMENT. GBCI'S SERVICES, THE WELL PROGRAM AND THE WELL BUILDING STANDARD AND THE WELL COMMUNITY STANDARD DO NOT CONSTITUTE THE PRACTICE OF MEDICINE OR THE PROVISION OF ANY PROFESSIONAL HEALTHCARE SERVICES, DIAGNOSIS OR TREATMENT;

14.3.3. ANY GRANT OF WELL CERTIFICATION, WELL HEALTH-SAFETY RATING OR OTHER DESIGNATION DOES NOT IN ANY WAY GUARANTEE, CERTIFY, WARRANT OR IMPLY THAT SUCH PROJECT WILL MAKE OCCUPANTS HEALTHY OR HEALTHIER, OR PROVIDE ANY BENEFIT TO OCCUPANTS WHATSOEVER. NOR IS IT A GUARANTEE OF COST SAVINGS;

14.3.4. ANY GRANT OF WELL CERTIFICATION, WELL HEALTH-SAFETY RATING OR OTHER DESIGNATION DOES NOT MEAN THAT EITHER GBCI OR IWBI ENDORSES, VERIFIES OR AGREES WITH ANY PROJECT INFORMATION THAT HAS BEEN PROVIDED OR REPRESENTED TO GBCI; AND

14.3.5. NEITHER GBCI NOR IWBI MAKES ANY REPRESENTATION OR WARRANTY THAT IT WILL CONTINUE THE WELL PROGRAM FOR ANY DEFINITE PERIOD OF TIME. EITHER IWBI OR GBCI MAY DISCONTINUE THE WELL PROGRAM, ANY SUBSET THEREOF, FOR ANY REASON OR NO REASON AT ALL. IN THE EVENT THAT EITHER GBCI OR IWBI DISCONTINUES THE WELL PROGRAM AND/OR DETERMINES NOT TO CONTINUE THE WELL PROGRAM, 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.

15. LIMITATION OF LIABILITY.

15.1. **GBCI Indemnitees.** Except as otherwise required by law, in no event shall any of the GBCI Indemnitees be liable to You or any third party, with respect to any and all claims, rights, claims for indemnification or otherwise, for any 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 GBCI Indemnitee or in connection with the WELL Program, any optional services, the WELL Building Standard, the WELL Community Standard, the project type requirements, the Certification Guidebook, WELL Online or any application or form, 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, and without limiting any other provision herein, (i) Your sole remedy vis a vis GBCI, GBCI Indemnitees and subcontractors shall be limited to a return of Fees paid by You under this Agreement; and (ii) in no event shall GBCI, GBCI Indemnitees or subcontractors be liable, in the aggregate, to You or any third party in excess of the

total amount of Fees paid by You under this Agreement. Further, while GBCI takes reasonable efforts to ensure the functionality of WELL Online, the application, and each form contained therein, any of the foregoing may contain calculative, programmatic or other errors, including errors that could result in interruption of service or loss of data or potentially cause a form to misrepresent whether Your Project meets feature requirements and, accordingly, in no event shall any GBCI Indemnites be liable to You or any other third party for any such errors.

15.2. Owner Indemnites. Except as otherwise required by law, in no event shall You or any of Your Indemnites be liable to GBCI or any third party, with respect to any and all claims, rights, claims for indemnification or otherwise, for any 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 Indemnites. Regardless of the foregoing, and without limiting any other provision herein, GBCI's sole remedy with respect to You and Your Indemnites 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 GBCI's or IWBI's intellectual property rights, including but not limited to infringement of the Marks, by You or Your Indemnites.

16. MODIFICATION OF TERMS.

16.1. EXCEPT AS OTHERWISE PROVIDED HEREIN, EITHER GBCI OR IWBI MAY CHANGE ANY OF THE WELL PROGRAM POLICIES OR GUIDELINES (INCLUDING, WITHOUT LIMITATION, THE CERTIFICATION GUIDEBOOK, FEE SCHEDULE AND WELL BRANDING GUIDELINES) AT ANY TIME IN ITS SOLE 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.

16.2. In the event of any modification of any material terms in accordance with Section 16.1 to which You do not assent (other than pricing changes as allowed under Section 8.2), 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 in relation to Your Project.

17. FORCE MAJEURE. None of the GBCI Indemnites shall 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 Indemnitee. 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 such GBCI Indemnitee, 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; 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 shall 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, all prepaid fees for services not yet rendered shall be returned (such calculation to be made by GBCI, in GBCI's sole discretion).

18. NOTICES. GBCI expects to be in regular communication with You regarding Your participation in the WELL 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 – GBCI shall send all notices to You at the email addresses provided by You to GBCI in the Application. Such notices shall be effective when sent. You agree to provide GBCI with up-to-date contact information for the duration of this Agreement. Should Your email address be returned to GBCI, GBCI may
V06292020

instead send notices to You at the address provided at the time of registration of Your Project.

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

Mailing Address

Green Business Certification Inc.
2101 L St., NW, Suite 500
Washington, DC 20037
Attn: Legal Department

Email Address

legal@gbci.org

With a copy to:

International WELL Building Institute PBC
220 Fifth Avenue, 8th Floor
New York, NY 10001
Attn: Legal Department

legal@wellcertified.com

19. NOTICE OF CLAIM; MEDIATION; ARBITRATION.

19.1. If You believe that You have been damaged by any act or omission by GBCI or GBCI’s subcontractors, then You must provide GBCI with 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 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”).

19.2. 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 (“AAA”) under its Mediation Rules.

19.3. 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 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 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 City, County and State of New York, 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 19 shall be construed as limiting the right of a party to seek, at any time, in the state and/or federal court located in the City, County and State of New York, 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 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 New York, NY 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.**

19.4. 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.

19.5. 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.

19.6. 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 or their Indemnitees 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 their 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 applicable Party has a business or personal relationship which would adversely affect in any manner (i) the conduct of the business of the party or its Indemnitees; (ii) the business reputation of the Party or its Indemnitees; or (iii) the personal reputation of the party or its Indemnitees.

20. GOVERNING LAW. This Agreement, and all of the rights and duties of You and the GBCI Indemnitees arising out of or related to the WELL Program shall be governed by and construed in accordance with the laws of the State of New York, without regard to its conflicts of law rules.

21. 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.

22. 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 agree that 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, we are solely responsible for determining the means and methods for providing the benefits described herein.

23. 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 GBCI; provided however, that the GBCI Indemnitees shall 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 WELL Program. GBCI also reserves the right to assign this Agreement to IWBI at any time. You may not assign and/or delegate any of the rights and/or obligations under this Agreement unless you notify GBCI by completing, fully executing and submitting to GBCI a Change of Owner Form. Any purported assignment or delegation in violation of this Agreement shall be null and void.

24. ENTIRE AGREEMENT. This Agreement (including all documents and information referenced herein and accessible through hyperlink or referencing a URL (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 and/or IWBI concerning the Project. 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. In the event of any conflict, the terms of this Agreement shall control. The terms and conditions for the use of the website hosting the Application are not superseded by this Agreement.

25. MODIFICATION AND WAIVER. The Ancillary Documents may be amended by GBCI or IWBI as described in this Agreement, and You may be allowed to upgrade to a new version of WELL Online as provided in Section 6 above. 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. 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 shall be limited to the specific terms of the waiver.

26. 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.

27. GOVERNMENT ENTITIES. If you are a Government Entity within the United States; 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 governments, 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.

28. 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, GBCI or IWBI 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, GBCI or IWBI; and (vii) any first, second or third degree family relative of any of the persons listed in (i) through (vi) above.

GBCI 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.

29. EXECUTION. BY PLACING YOUR SIGNATURE ON THE SIGNATURE LINE BELOW, WHETHER HANDWRITTEN OR ELECTRONIC, 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 EXHIBITS AND SCHEDULES HERETO, ALL WELL PROGRAM POLICIES AND GUIDELINES, INCLUDING THE WELL BUILDING STANDARD, WELL COMMUNITY STANDARD, CERTIFICATION GUIDE, FEE SCHEDULE AND TRADEMARK USAGE POLICY, AND THAT YOU HAVE BEEN PROVIDED THE OPPORTUNITY TO MAINTAIN A RECORD OF THIS AGREEMENT, ALL SUCH ANCILLARY DOCUMENTS, AND ALL WELL PROGRAM POLICIES AND GUIDELINES TO THE EXTENT YOU ACCEPT THIS AGREEMENT AS DESCRIBED HEREIN, GBCI SHALL MAINTAIN A RECORD OF THIS AGREEMENT.

ACCEPTED AND AGREED TO:

(Signature of Owner Signatory)

(Date)

(Name of Owner Signatory)

(Title of Owner Signatory)

(Owner Entity Name)

(Project Name)