

WELL RATING™ 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 WELL Rating Agreement (this “Agreement”) is entered into by You (as defined below) and International WELL Building Institute pbc, and constitutes a binding agreement between You, on the one hand, and International WELL Building Institute pbc, on the other hand. As used herein, the terms “You”, “Your”, “Yourself” and “Owner” refer to the individual(s) or entity(ies) that is accepting this Agreement to pursue the WELL Rating and that holds all legal right to possess and control, in each case with respect to the real and personal property associated with Your Project (defined below). As used herein, the term “IWBI” refers to International WELL Building Institute PBC, a Delaware public benefit corporation, and its subsidiaries. You or IWBI may individually be referred to as a “Party” or collectively as the “Parties.”

OVERVIEW. “WELL Ratings” represent targeted achievements in human well-being around specific themes. Project locations can earn WELL Ratings as a standalone achievement or, as they contain a subset of features from the WELL Building Standard (WELL), achievement of a WELL Rating can be a milestone in a Project’s (defined below) WELL journey and are awarded a corresponding seal in recognition of their achievement. WELL Ratings include the WELL Health-Safety Rating™ for Facility Operations and Management (the “WELL Health-Safety Rating”) and the WELL Performance Rating and other ratings that may be developed. WELL Ratings are managed and operated by IWBI from 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 Your Project. The WELL Rating consists of the process whereby an owner and/or operator applies for the WELL Rating designation (the “Rating Designation”) for one or more of its buildings, facilities, spaces or other real property (collectively, Your “Project”). Applications are reviewed by third party document reviewers in order to maintain the rigor of a third party verified rating. Further information and instructions related to the WELL Rating are set forth in the WELL Rating Guidebook(s) available online at <https://resources.wellcertified.com/tools/well-ratings-guidebook/> and upon request (the “Guidebook”), which Guidebook is incorporated herein by reference. You agree to follow the procedures set forth in the Guidebook, including all updates and changes provided to You or made available by IWBI from time to time.

1. APPLICATION

1.1. Upon enrolling Your Project to pursue the WELL Rating, You will gain access to the WELL digital platform available at <https://projects.wellcertified.com> (the “Platform”), which will enable You to apply for the WELL Rating through submission of an application (the “Application”), gain access to tools and resources and help You manage the Application process electronically. The Application is designed to elicit information necessary to determine if Your Project complies with the requirements of the WELL Rating, which is published and available for review online and upon request. You hereby represent and warrant that You have fully reviewed and understand the WELL Rating requirements. Documentation included in Your Application must be in English or accompanied by an accurate English translation.

1.2. You understand and acknowledge that Your Project will be expected to comply with, and will be reviewed under, the version of the WELL Rating features that is current as of the date on which You pay the enrollment fee to initiate Your pursuit of the Rating Designation (the “Enrollment Date”). Notwithstanding the foregoing, to the extent addenda are published after the Enrollment Date but before the date on which You undertake and submit information for purposes of assessing Your Project, You may elect to have Your Project reviewed either under the version of the WELL Rating that was current as of the Enrollment Date or apply subsequently published addenda, at Your option.

2. THIRD-PARTY REVIEW

2.1. Following receipt of the Application, the individual(s) assigned to review Your submissions (the “WELL Reviewer(s)”) 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 the WELL Rating. If applicable to the Rating Designation being sought, such review may include review of submitted on site testing results, submitted survey results, or data generated from sensors. During such review, You may be asked to provide additional documentation and information deemed relevant. IWBI and the WELL Reviewer(s) will strive to meet any

review timelines (which are estimates only) set forth in the Guidebook (each, a “Review Timeline”). Many factors including complexity and volume of submissions may impact the Review Timeline and while the failure to meet any Review Timeline will not be considered a breach of this Agreement by IWBI, You will be accorded additional time to respond commensurate with any delay caused by IWBI’s or the WELL Reviewer’s failure to meet a Review Timeline.

2.2. You must submit documentation for Your Project within one (1) year from the Enrollment Date. If You do not do so, this Agreement shall expire. Fees include one cycle of review in a one (1) year period; additional reviews may be subject to an additional fee. The Rating Designation is valid for one year from the date in which it is achieved, and it is subject to renewal, including payment of applicable fees and submission of a renewal applications for review.

2.3. You recognize and acknowledge that the WELL Rating, while comprised of specific policies and standards, also requires discretion and judgment. The decision whether to grant or deny the WELL Rating to Your Project will be made in the sole discretion of the WELL Reviewer based on the sufficiency of the submitted Project Information (defined below), circumstances of Your Project, and any other information deemed relevant to meeting the WELL Rating requirements.

3. 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, upgrades, modifications, or similar reasons; however, IWBI does not guarantee the availability of the Platform or that access to the Platform will be uninterrupted or error free. IWBI reserves the right to interrupt, limit or suspend the Platform from time to time for purposes of maintenance, upgrades, modifications or similar reasons, and You will be notified in advance of scheduled maintenance. You understand and agree that IWBI may upgrade or otherwise modify the Platform at any time in its sole discretion.

4. OPTIONAL AND SUPPORT SERVICES. In the event You elect use optional services including without limitation, the review of and/or response to requests for alternative adherence paths and/or innovation features, additional review cycles, on site performance testing, the review and approval of curative action plans, the undertaking of appeals, request for additional reviews and other services related to the WELL Rating (collectively, “Optional Services”). You acknowledge and agree that the performance of all Optional Services by IWBI shall be governed by the terms of this Agreement, including without limitation, all provisions herein related to indemnification and limitations of liability.

5. FEES. In consideration for the review of Your Project and the provision of any Optional Services that You may receive or request under this Agreement as applicable, You agree to pay IWBI certain fees (collectively, the “Fees”) in accordance with the applicable fees made available to You on Your Project page of the Platform (the “Fee Schedule”) and available on the applicable WELL Rating page on IWBI’s website. For clarity, on site performance testing is subject to a separate fee. You will be issued an invoice for all applicable Fees as they are incurred. All Fees must be paid to IWBI, or depending on the 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 acknowledge that services may be delayed or withheld until payment is received. 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 the Platform. 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 (other than taxes on IWBI’s income). All Fees are calculated on the dates on which they are incurred. Fees may be increased each calendar year and You will be notified of any increase in Fees prior to expiration of the then current calendar year.

6. PROJECT INFORMATION; PERMITTED USES; CONFIDENTIALITY. Protection of Your information is important to IWBI. Because the assessment process for the WELL Rating requires You to submit Project Information, You should closely review the way Project Information is used and with whom it may be shared. Any information submitted through the Platform is provided by You at Your discretion. IWBI neither requires nor wishes to collect personal data. Accordingly, You should not submit personal data other than necessary business contact information and should remove any inadvertent submission of personal data. The Platform is hosted on databases located in the United States and by submitting Project Information to the Platform, 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 Guidebook and IWBI’s Privacy Policy available at <https://www.wellcertified.com/en/privacy>.

6.1. License to Use for Purpose of Assessment. In order to complete the Application process, You must

submit extensive documentation and information related to Your Project, including information related to the features pursued (collectively, “Project Information”) to IWBI and the WELL Reviewer in order to complete third party verification and review of Your Application. You hereby grant IWBI, and its affiliates, agents, representatives and contractors (including the WELL Reviewer), a non-exclusive, royalty- free and fully paid-up license to access, view, reproduce and otherwise use Project Information that You submit for the purposes of assessing Your Project..

6.2. “Public” Projects. Unless You affirmatively select the option for Your Project to be “private” (see Section 7.3 below), Your Project is, by default, considered a “public” project (a “Public Project”) and, as such, is 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, Enrollment Date, Project owner, owner organization type or sector, Project size and the date the Rating Designation was awarded (collectively, “Public Project Information”). IWBI shall not distribute or publish any submitted policies, protocols or plans pertaining to Your Project (“Confidential Project Information”) without Your written permission except to IWBI’s employees, agents, representatives and subcontractors for the purpose of assessing Your Project. Notwithstanding the foregoing, if You are interested at any time in submitting any of the foregoing Project Information for purposes of creating promotional or educational material or participating in research, please contact IWBI.

6.3. “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 enrollment. By electing to remain “private” (a “Private Project”), Your Project’s name, 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, achievement of the Rating Designation, as applicable (the “Private Project Directory Information”). If Your Project is a Private Project and achieves the WELL Rating, it will automatically be transitioned to a Public Project upon issuance of the Rating Designation. *Nota bene:* For so long as Your Project maintains its election as a Private Project, You may not market or represent Your Project to the general public as having applied for the Rating Designation if it a Private Project, and no intellectual property including the Marks (defined below) may be utilized or displayed in relation to Your Project. You may change the privacy setting for Your Project at any time before acceptance of the Rating Designation using functionality in the Platform. Notwithstanding the foregoing, if it is determined in IWBI’s reasonable discretion that despite Your election to treat Your Project as a Private Project, Your Project has been/is being marketed to the public as having applied for the Rating Designation, it will be deemed implied consent given by You IWBI to consider Your Project as a Public Project.

6.4. Aggregated, Non-Identifying Information; Feedback. IWBI requires use of information for purposes of continuing development and enhancing its offerings. Accordingly, You agree that IWBI and its affiliates may access, publish, reproduce, display and use Project Information, in addition to any Platform usage information in an aggregated, non-identifying form (the “Aggregated Project Information”), to, inter alia, educate and provide resources for WELL project teams and others, showcase project strategies and promote the WELL Rating and IWBI’s other programs and services on a global scale, and to further develop, upgrade or improve the WELL Rating and IWBI’s other programs and services including the Platform and other lawful purposes. To the extent You provide IWBI with any suggestions, ideas, improvements, enhancements, comments, error notices and/or recommendations regarding the WELL programs (“Feedback”), You hereby grant to IWBI a non-exclusive, worldwide, perpetual, royalty-free license to use, reproduce, modify, distribute, make, have made, sell, offer to sell, and publicly display any such Feedback provided or otherwise created in connection with or resulting from the WELL Rating or any IWBI offering, and all intellectual property embodied therein, for any purpose, including but not limited to improving, updating or enhancing IWBI offerings, initiatives and programs.

6.5. Confidentiality. Confidential Project Information, nonpublic information that may be provided to You by IWBI regarding its offerings or potential offerings, and other information labeled or identified in writing by a Party to this Agreement to be “confidential” constitutes “Confidential Information.” Confidential Information shall not include information that (a) is or becomes generally available to the public (including but not limited to information on any of IWBI’s public directories so long as such information was not made public in violation of this Agreement); (b) is lawfully received by the receiving Party on a non-confidential basis from a third party; (c) was independently developed by the receiving Party; or (d) was in the receiving Party’s possession on a non-confidential basis before receipt from the disclosing Party. The receiving Party will use the same degree of care that it uses to protect the confidentiality of its own proprietary information of like kind (but not less than reasonable care) to (i) not use any of Confidential Project for any purpose outside the scope of the Agreement without the disclosing Party’s consent and (ii) limit access to

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Confidential Information to those of the receiving Party's affiliates', employees, agents, representatives and contractors who need that access for purposes consistent with this Agreement and who are contractually bound by confidentiality obligations with the receiving Party containing protections not materially less protective of the Confidential Information than those herein. Following written request, the receiving Party will return or destroy Confidential Information in the receiving Party's possession or control. Notwithstanding the foregoing, the receiving Party may retain copies of Confidential Information (x) to the extent required by applicable law or the receiving Party's document retention policies, or (y) that are stored on the receiving Party's information technology backup and disaster recovery systems until the ordinary course deletion thereof, subject to continued compliance with the obligations of this Section with respect to such Confidential Information to the extent and for so long as it is retained.

6.6. Disclosure When Legally Compelled. Nothing in this Agreement shall prevent the receiving Party or any of its affiliates from disclosing information, including where legally compelled to do so by duty, order or applicable law. Unless prohibited by law, prompt notice of any compelled disclosure will be provided to disclosing party to facilitate an opportunity to limit or prevent such disclosure at disclosing Party's sole expense.

6.7. Classified Information. IWBI does not wish to receive classified information. Any information or materials submitted to IWBI will be deemed to be not classified. By submitting information to IWBI, You represent that such information submitted in connection with the Application is not controlled for export under applicable laws.

7. TRADEMARK USE.

7.1. 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 Performance Rated™, WELL Performance Rating™, WELL Health-Safety Rating™, WELL Health-Safety Rated™, WELL Equity Rating™, and WELL Equity Rated™, (collectively, the "Marks") and, in the event You receive the Rating Designation for Your Project, You will be granted the limited right to use the applicable Mark that corresponds to the applicable WELL Rating as set forth herein. 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. 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. All rights not expressly granted herein are reserved by IWBI, and no license is granted hereunder for the use of the Marks for any purpose beyond the uses set forth in this Section 8. 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, goodwill and other benefits accruing to You by Your use of the image or the Marks will inure to the benefit of IWBI.

7.2. After You have formally applied for the WELL Rating for Your Project, while Your Project is under review, IWBI grants You the limited right to indicate that You have applied for the applicable WELL Rating for Your Project; 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 IWBI in its sole and absolute discretion) that Your Project has achieved, or will achieve, the WELL Rating. You are prohibited from using the applicable WELL Rating or WELL Rated™ logo in any manner prior to receipt of an award from IWBI. In the event that Your Project is awarded the WELL Rating designation, then, subject to the terms and conditions of this Agreement, IWBI grants You a non-exclusive, non-sublicenseable, non-transferable, revocable (in the discretion of IWBI), royalty-free, limited license to use, during the period of time during which Your Project's Rating Designation remains valid, the applicable Marks for the purpose of indicating the Rating Designation granted for Your Project. For the avoidance of doubt, the license granted herein shall automatically expire, without notice, upon any expiration, termination or revocation of Your Project's Rating Designation.

7.3. You agree to use the Marks in accordance with all applicable laws, rules and regulations, and You will comply at all times with the IWBI Brand and Style Guidelines and PR Guides as published by IWBI and as may be updated from time to time at <https://www.wellcertified.com/resources/marketing> (collectively referred to as the "WELL Branding Guidelines"), and any other related requirements associated with the use of the Marks as provided by IWBI in writing to You. You represent and warrant that You have fully reviewed the WELL Branding Guidelines and agree to check for

updates often.

7.4. 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 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.

7.5. Publicity; Your Marks. It is acknowledged that You own certain rights, title and interest in and to certain trademarks, service marks, logos, trade dress, and other graphic images (collectively, “Your Marks”) and it is acknowledged and agreed that Your Marks constitute valuable intellectual property held by You and protected by law. In order to be included among any public listings of projects pursuing the WELL Rating and have Your logo included in other promotional, educational and similar materials, please upload Your logo on the Platform and/or other location on the IWBI website as applicable; by providing such logo or other information to IWBI, You hereby consent to its use in promotional, educational and similar materials related to the WELL Rating, and hereby grant IWBI a non-exclusive, non-sublicensable, non-transferable, revocable, royalty free, limited license to use Your Marks where IWBI lists users of its offerings and other purposes agreed upon by You and in accordance with any written instructions or guidance You provide. IWBI agrees and acknowledges that all rights, goodwill and other benefits accruing to IWBI by IWBI’s use of Your images or Your Marks will inure to the benefit of You. Each Party to this Agreement agrees that it shall not furnish any company logo, trademark (except tradename to identify Your 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 be unreasonably withheld.

7.6. Each of the Parties acknowledges that each of the Party’s Marks and the goodwill associated therewith possess special, unique and extraordinary characteristics, which make difficult the assessment of monetary damages that the owner of the Mark would sustain as a result of the licensed Party’s unauthorized use of the licensor’s Marks. Each Party recognizes that the owner of the licensed Mark would suffer irreparable injury by such unauthorized use and agree that the owner of the Mark may seek injunctive and other equitable relief as appropriate in the event of a breach of any of the terms of this Section 8. Such remedy shall not be exclusive of any other remedies available at law, in equity or under this Agreement.

8. TERM AND TERMINATION.

8.1. The term of this Agreement begins on the date on which You accept this Agreement in accordance with Section 24 below, and shall continue during the term unless terminated as follows:

8.1.1. You may terminate this Agreement upon thirty (30) days written notice.

8.1.2. IWBI may terminate this Agreement in full (or as it relates to Your Project), 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 IWBI. 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 Project Information that You submit in connection with the WELL Rating.

8.1.3. This Agreement will automatically terminate if You fail to submit documentation within one (1) year of the Enrollment Date, or upon expiration of the Rating Designation for Your Project and You fail to timely renew and pay the applicable renewal fee.

8.2. Upon termination of this Agreement pursuant to Section 9.1 above:

8.2.1. Your access to the Application and the Platform for the associated Project will be revoked by IWBI, and IWBI may, in its sole discretion, delete or destroy the Application and any and all documentation and data therein.

8.2.2. All of Your rights to use the Marks pursuant to the license granted under Section 8.2 will terminate

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and You must immediately discontinue all use and display of the Marks.

8.2.3. 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 under this Agreement.

8.2.4. Upon termination of this Agreement for cause, You acknowledge that IWBI may revoke the Rating Designation for Your Project in addition to any other remedies it may have under this Agreement, at law or in equity, and You shall immediately remove the Rating Designation from Your Project.

8.3. It is expressly understood and agreed that the parties' respective obligations under this Agreement in Articles 6 and 7, Sections 8.1, 8.3, 8.4 and 8.5, Articles 9 through 22 shall survive any termination of this Agreement.

9. REPRESENTATIONS AND WARRANTIES.

9.1. 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.

9.2. You represent and warrant that You have the right to provide Project Information by You or on Your behalf, to grant the licenses to IWBI and their respective subcontractors and affiliates as purported to be granted pursuant to this Agreement and to otherwise grant the rights granted under this Agreement. You represent and warrant that Project Information, as well as any information contained in the Application or any other documents You submit to IWBI, 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.

10. INDEMNIFICATION.

10.1. You agree to indemnify, defend and hold harmless IWBI and its affiliates, and its and their officers, directors, employees, agents, representatives, affiliates, subcontractors, subsidiaries and independent contractors (collectively, the "IWBI 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: (a) Your breach of any of the representations, warranties or obligations set forth herein; (b) Your unauthorized use of the Marks, unauthorized public statements regarding and/or reliance upon the WELL Rating, or any unauthorized statements regarding any affiliation with any IWBI Indemnitees, except, in the case of clause (a) or (b), to the extent such Claim was directly caused by the gross negligence or willful misconduct of IWBI or any of its respective subcontractors or affiliates. To the extent You are required to indemnify any of the IWBI Indemnitees, You shall not enter into any settlement without obtaining IWBI's prior written consent, which shall not be unreasonably withheld. Without limitation of the foregoing, any or all of the IWBI Indemnitees may elect to participate in any Claim in its discretion and at its own expense.

10.2. IWBI agrees to indemnify, defend and hold harmless You and Your respective officers, directors, employees, agents, representatives, affiliates, subcontractors, subsidiaries and independent contractors (collectively, "Your Indemnitees") from and against all Claims and associated Losses arising out of or relating to IWBI's breach of any of its representations, warranties or obligations set forth herein except to the extent such Claim was directly caused by the gross negligence or willful misconduct of You or any of Your Indemnitees. To the extent IWBI is required to indemnify any of Your Indemnitees, IWBI shall not enter into any settlement without obtaining Your prior written consent, which You shall not unreasonably withhold. Without limitation of the foregoing, You may elect to participate in any Claim in Your discretion and at Your own expense.

11. DISCLAIMER OF WARRANTIES.

11.1. NEITHER IWBI NOR ANY OF ITS AFFILIATES MAKES ANY (AND IWBI AND ITS 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 RATING, THE PLATFORM, THE GUIDEBOOK, THE RATING DESIGNATION, ANY OPTIONAL SERVICES, OR ANY PROCESS OR COMPONENT THEREOF. IWBI AND THEIR RESPECTIVE AFFILIATES EXPLICITLY DISCLAIM ANY AND ALL LIABILITY ARISING FROM YOUR USE OF THE WELL RATING, THE PLATFORM, THE GUIDEBOOK OR THE APPLICATION FOR ANY PURPOSE OTHER THAN FOR THE PURSUIT OF THE RATING DESIGNATION.

11.2. ALL DETERMINATIONS RELATED TO WELL RATING AND THE RATING DESIGNATION ARE IN THE SOLE AND ABSOLUTE DISCRETION OF THE WELL REVIEWER SUBJECT TO THE TERMS OF ITS LICENSE FROM IWBI AND IN NO EVENT SHALL ANY IWBI INDEMNITEE HAVE ANY LIABILITY AS A RESULT OF ANY DECISION TO GRANT OR NOT TO GRANT THE RATING DESIGNATION TO YOUR PROJECT (OR ANY PORTION OF YOUR PROJECT) FOR ANY REASON.

11.3. WITHOUT LIMITING THE BROAD SCOPE OF THIS SECTION 12, YOU AGREE AND ACKNOWLEDGE THAT:

11.3.1. A GRANT OF THE RATING DESIGNATION IS NOT A REPRESENTATION, AND DOES NOT MEAN THAT YOUR PROJECT (OR ANY INDIVIDUAL BUILDING, FACILITY OR SPACE 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, INCLUDING COVID-19, VOLATILE ORGANIC COMPOUNDS, ALLERGENS, OR TOXINS, OR THAT IT USES ONLY MATERIALS THAT PROMOTE HEALTH AND WELLNESS. YOU AGREE NOT TO MAKE ANY REPRESENTATION TO THE CONTRARY.

11.3.2. WHILE IWBI'S SERVICES AND THE WELL RATING ARE INTENDED TO EDUCATE AND ASSIST PROJECT OWNERS IN THEIR EFFORTS TO OFFER HEALTHIER INDOOR SPACES, AN INDIVIDUAL'S HEALTH AND WELL-BEING ARE DETERMINED BY A NUMBER OF FACTORS PARTICULAR TO THAT INDIVIDUAL, OTHER THAN THAT INDIVIDUAL'S CURRENT ENVIRONMENT. THESE FACTORS INCLUDE BUT ARE NOT LIMITED TO, PERSONAL CURRENT AND PAST CONDUCT, GENETICS, FAMILY HISTORY, AND PSYCHOLOGICAL FACTORS. IWBI MAKES NO REPRESENTATIONS OR WARRANTIES THAT (A) THE AWARD OF THE RATING DESIGNATION OR THE USE OF THE WELL RATING OR RELATED RESOURCES OR SERVICES OR IMPLEMENTATION OF ANY OF THE RECOMMENDED SOLUTIONS, STRATEGIES OR APPROACHES WILL CURE OR PREVENT ANY ILLNESSES OR DISEASES, IMPROVE THE OVERALL HEALTH OR WELL-BEING OF ANY SPECIFIC INDIVIDUAL(S), OR CAUSE A BUILDING, FACILITY OR SPACE TO BE FREE FROM BACTERIA, VIRUSES, ALLERGENS, VOLATILE ORGANIC COMPOUNDS, OR OTHER PATHOGENS, INCLUDING COVID-19, OR THAT (B) THE WELL RATING OR ANY RELATED RESOURCES OR SERVICES OR ANY OF THE RECOMMENDED SOLUTIONS, STRATEGIES OR APPROACHES ARE EXHAUSTIVE OF ALL AVAILABLE ALTERNATIVES. NOTHING THEREIN SHOULD BE CONSIDERED, OR USED AS A SUBSTITUTE FOR, MEDICAL ADVICE, DIAGNOSIS OR TREATMENT. IWBI'S SERVICES AND THE WELL RATING DO NOT CONSTITUTE THE PRACTICE OF MEDICINE OR THE PROVISION OF ANY PROFESSIONAL HEALTHCARE SERVICES, DIAGNOSIS OR TREATMENT.

11.3.3. IWBI MAKES NO GUARANTEE THAT THE RATING DESIGNATION OR USING THE SERVICES OR IMPLEMENTING ANY OF THE RECOMMENDED SOLUTIONS, STRATEGIES OR APPROACHES WILL SATISFY YOUR OBLIGATION TO COMPLY WITH APPLICABLE LAWS, REGULATIONS, DIRECTIVES, CODES AND STANDARDS.

11.3.4. THE GRANT OF THE RATING DESIGNATION DOES NOT IN ANY WAY GUARANTEE, CERTIFY, WARRANT OR IMPLY THAT YOUR PROJECT WILL MAKE OCCUPANTS HEALTHY OR HEALTHIER, NOR IS IT A GUARANTEE OF COST SAVINGS; AND

11.3.5. ANY GRANT OF THE WELL RATING OR OTHER DESIGNATION DOES NOT MEAN THAT IWBI ENDORSES, VERIFIES OR AGREES WITH ANY PROJECT INFORMATION THAT HAS BEEN PROVIDED OR REPRESENTED TO IWBI.

12. LIMITATION OF LIABILITY. Except as otherwise required by law, in no event shall any of the IWBI 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 IWBI Indemnitee or in connection with the WELL Rating, any Optional Services, the Guidebook, the Platform or the Application, regardless of the cause of action or the theory of liability, whether in tort, contract, or otherwise, even if You or such third party has been notified of the likelihood of such damages occurring. Regardless of the foregoing, and without limiting any other provision herein, (a) Your sole remedy vis a vis any of the IWBI Indemnitees shall be limited to a return of Fees paid by You under this Agreement and (ii) in no event shall any of the IWBI Indemnitees 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.

13. NOTICES. IWBI expects to be in regular communication with You regarding Your participation in the WELL Rating. Such communications will occur via email exchange and/or through the Application. However, notices required by this Agreement must be communicated as follows:

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

Notices to IWBI— You must provide written notice to IWBI 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

International WELL Building Institute PBC
860 Washington Street, 5th Floor
New York, NY 10014
Attn: Legal Department

Email Address

legal@wellcertified.com

14. DISPUTES; GOVERNING LAW; CHOICE OF FORUM.

In the event of any dispute, claim, question, or disagreement arising from or relating to this Agreement or the breach thereof, the Parties hereto shall use their best efforts to settle the dispute, claim, question, or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties. If they do not reach such solution within a period of sixty (60) days, then, upon notice by either Party to the other, all disputes, claims, questions, or differences shall be finally settled by arbitration administered by American Arbitration Association in accordance with the provisions of its Commercial Arbitration Rules. The location of the arbitration shall be in the County, State and City of New York in the United States; and arbitrations shall be conducted in English.

Except as may be required by law, neither a Party nor an arbitrator may disclose the existence, content or results of any arbitration hereunder without the prior written consent of both Parties.

This Agreement shall be governed by and construed in accordance with the internal laws of the State of New York applicable to the performance and enforcement of contracts made within such state, without giving effect to the principles of conflicts of laws applied thereby.

15. 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.

16. 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 IWBI Indemnitee for any purpose whatsoever.

17. THIRD PARTIES AND ASSIGNMENT OF RIGHTS. You may not assign and/or delegate any of the rights

and/or obligations under this Agreement unless You notify IWBI in writing. Any purported assignment or delegation in violation of this Agreement shall be null and void.

18. 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 IWBI concerning Your Project. 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.

19. MODIFICATION AND WAIVER. The Ancillary Documents may be updated, modified or amended by IWBI at any time, with notice provided to IWBI customers in a consistent manner. Otherwise, this Agreement may only be modified in writing and all such written modifications must be signed by You and IWBI’S authorized representative. No action or inaction by IWBI will be construed as a waiver of this or any other provision of this Agreement.

20. 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.

21.ANTICORRUPTION. In carrying out its respective obligations under the Agreement, each Party shall comply with all applicable laws and regulations of the local country and of any other applicable country, including anticorruption and anti-bribery laws. Each Party agrees not to pay, promise to pay, or authorize the payment of any money or anything of value, whether directly or indirectly, to any person (whether a government official or private individual) for the purpose of illegally or improperly inducing any government official or any political party or official thereof to make an award decision or illegally or improperly to assist either Party in obtaining or retaining business, or to take any other improper action favorable to either Party in connection with the award of a license, permit, contract or other form of award or approval.

22.EXECUTION. BY CLICKING “I AGREE” OR 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, ALL POLICIES AND REQUIREMENTS RELATED TO THE WELL RATING, INCLUDING THE GUIDELINES, FEE SCHEDULE AND BRANDING GUIDELINES, AND THAT YOU HAVE BEEN PROVIDED THE OPPORTUNITY TO MAINTAIN A RECORD OF THIS AGREEMENT. ANY TRANSLATION OF THIS DOCUMENT FROM ENGLISH TO A DIFFERENT LANGUAGE HAS BEEN DONE FOR YOUR CONVENIENCE TO ASSIST IN YOUR UNDERSTANDING OF THE DOCUMENT. IN CASE OF ANY DISCREPANCY BETWEEN THE ENGLISH VERSION AND THE TRANSLATION TO ANOTHER LANGUAGE, THE ENGLISH VERSION SHALL PREVAIL.

ACCEPTED AND AGREED TO:

(Signature of Owner Signatory)

(Date)

(Name of Owner Signatory)

(Title of Owner Signatory)

(Owner Entity Name)

(Project Name)