

## CIDIE™ 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 SEAM, Inc. (SEAM), and constitutes a binding agreement between You, on the one hand, and SEAM, Inc., on the other hand. The CIDIE Standard™ (CIDIE) is owned by Avant Buildings Lab LLC (AVANT) a New Jersey woman-owned business. AVANT remains the research and evaluation lead for CIDIE. SEAM was selected as the licensed operator of CIDIE for a set period of time agreed upon by SEAM and AVANT. SEAM is charged with supporting AVANT in expanding CIDIE to the global market. 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 (including as a lessee), or with respect to the real and personal property associated with the enrolled location, 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 "SEAM" refers to SEAM, Inc., a Georgia nonprofit corporation and US 501(c)(3) tax-exempt organization, and its subsidiaries. You or SEAM may individually be referred to as a "Party" or collectively as the "Parties."

The individual signing this Agreement represents and warrants that they have full authority to sign on behalf of the company or entity entering into this Agreement and to bind the company or entity to its terms. SEAM will only communicate with and take direction from the individual signing this Agreement regarding all matters related to the performance of SEAM's obligations under this Agreement. The signor further confirms that no additional confirmation of authority is required, and SEAM shall not be responsible for verifying the authority of the signor beyond this representation.

The purpose of this Agreement is to establish the terms and conditions under which You may apply as a pilot project (see Exhibit A) for CIDIE Certification™ under the CIDIE Standard and versions thereof as applicable (the CIDIE Standard), collectively referred to as the "CIDIE Program").

1. THE CIDIE PROGRAM. The Community-Informed Design for Innovative Environments (CIDIE) Standard™ is a building certification program for translating community insights into tangible design solutions. Our vision is to create a world with built environments that are free of structural, programmatic, and social barriers for all end-users and communities. CIDIE Program is owned by Avant Buildings Lab LLC and administered by SEAM from the United States, pursuant to applicable U.S. laws and the terms and conditions of this Agreement, regardless of Your or Your enrolled project's geographic location. The CIDIE Program consists of the process whereby owners or other affiliated stakeholders of real property may apply for CIDIE Certification or other designation awarded under the CIDIE Standard, as applicable with respect to the real and personal property that You enroll under this Agreement (the "Project" or "Location"). CIDIE Certification refers to the determination that a project has satisfied the requirements set forth in the CIDIE Standard and has accumulated the minimum performance score required to achieve a particular level of CIDIE Certification (i.e., CIDIE Design Certified™, CIDIE Experience Certified™).

### 2. CERTIFICATION APPLICATION AND PROJECT TYPE REQUIREMENTS.

2.1 Upon registering Your Project, You will gain access to a suite of tools, templates, resources and coaching services to support Your Certification Application process and your participation in the CIDIE Program. Documentation included in Your Certification Application must be in English or accompanied by an accurate English translation.

2.2 Each Certification Application is designed to elicit information necessary to determine if a Project complies with the requirements of the CIDIE Standard. The full text of the CIDIE Standard, including the requirements for Your Project ("Project Requirements"), is published and available for review online and upon request. You hereby represent and warrant that You have fully reviewed and understand the CIDIE Standard requirements, as applicable. For clarity, the version of the CIDIE Standard that was current upon registration is applicable. While SEAM and AVANT reserve the right, at their sole discretion, to issue updates, addenda, or newer versions of the CIDIE Standard, You will not be required to comply with more stringent standards introduced in subsequent versions. However, You may elect to adopt newer versions that potentially reduce Your compliance burden.

### 3. CERTIFICATION REVIEW.

3.1 Following receipt of Your Application materials, the individual(s) assigned to review Your submissions ("Third-party 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 CIDIE Certification (and if so, the appropriate level of CIDIE Certification to be conferred) and/or review of the results of an on-site assessment, if necessary. During a review, the Third-party Reviewer may request additional documentation, resubmission of calculations and any other information or factors

that is deemed relevant. The Third-party Reviewer will strive to review all applications and associated materials within 90 business days of receipt (the "Review Timeline"; however, the Review Timelines are estimates only. The failure 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 the Third-party Reviewer and fulfill other verification scheduling obligations, as applicable, commensurate with any delay caused by any failure to meet a Review Timeline.

3.2 Subject to the last sentence of Section 3.1, Projects must abide by time frames outlined herein and the CIDIE Standard, as applicable, in order to avoid enrollment expiring. Project registration is valid for five years, after which a project must renew registration and will be subject to current fee schedules. In the event the timelines referenced in the Standard or this Agreement are not fulfilled, then Your enrollment will be deemed expired, and You will be required to re-enroll in order to continue Your Application and maintain access to related services.

3.3 CIDIE Certifications are valid indefinitely. No further recertification is required at this time.

3.4 You recognize and acknowledge that the CIDIE Program, while regulated by specific policies and standards, also requires discretion and judgment. The decision whether to grant or deny CIDIE Certification to a Project will be made in the sole discretion of the Third-party Reviewer based on the sufficiency of the submitted Project Information (defined below), Your Project Type, the results of on-site assessment and any other information that the Third-party Reviewer deems relevant. The Third-party Reviewer operates independently of SEAM and is solely responsible for evaluating Project compliance. SEAM does not influence or direct certification determinations, and its role is limited to facilitating communication and managing the application process.

4. SEAM PLATFORM. There is no digital platform available at this time. In the event SEAM originates and operates a digital platform, this agreement will be updated accordingly.

5. OPTIONAL AND SUPPORT SERVICES. SEAM and AVANT 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 CIDIE 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 pathways, the review and approval of curative action plans, CIDIE Rating review, and other services related to the CIDIE Program (collectively, "Optional Services"). You acknowledge and agree that the performance of all Optional Services by SEAM or AVANT shall be governed by the terms of this Agreement, including without limitation, all provisions herein related to indemnification and limitations of liability. SEAM's role in the CIDIE Program is administrative and facilitative in nature. SEAM is responsible for coordinating logistics, managing registrations, facilitating communication between You and AVANT or Third-party Reviewers, and providing platform access. SEAM does not render interpretive guidance on the CIDIE Standard or make certification determinations.

6. FEES.

6.1 In consideration for the review of Your Project's certification applications and the provision of any Optional Services that You may receive or request under this Agreement as applicable, You agree to pay SEAM certain fees (collectively, the "Fees") in accordance with the "Fee Schedule" available on SEAM and CIDIE's website. You will be issued an invoice for all applicable Fees. All Fees must be paid to SEAM, 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 consent, acknowledge, and agree that services may be delayed or suspended pending receipt of Fees. 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 both SEAM and CIDIE's website. 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. 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. 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, You may be required to submit documentation substantiating Your eligibility to receive such pricing.

6.2 You will be invoiced the Fees according to the following Fee Schedule: upon execution of this agreement.

- Project Registration (Required) Fees of two thousand five hundred dollars (\$2,500) will be invoiced upon execution of this Agreement.
- CIDIE Design Certification™ (Required) Fees of four thousand seven hundred fifty dollars (\$4,750) will be invoiced upon Certification Application.
- CIDIE Experience Certification™ (Optional) Fees of two thousand two hundred fifty dollars (\$2,250) will be invoiced upon Certification Application.

You will be charged in accordance with the Fee Schedule that was applicable on the date on which You enrolled the Project to the extent Your enrollment remains active. For the avoidance of doubt, to the extent Your enrollment lapses, You will be responsible for all Fee increases, if any, and will be charged the then-current Fees as they are incurred. You may elect to pay any Fees pertaining to the initial certification and recertification, if applicable, of Your Project in advance, avoiding fee increases. All fees are non-refundable unless explicitly set forth in this Agreement.

**7. PROJECT INFORMATION; CONFIDENTIALITY; LICENSE TO USE FOR PURPOSE OF ASSESSMENT.** Protection of Your information is important to us. Due to the nature of assessing performance against criteria regarding individuals, the CIDIE Certification process requires You to submit extensive Project Information, including without limitation, any information related to You or any Project provided prior to executing this Agreement, information contained within the Application(s) and any additional information or data provided to SEAM at any time in connection with the Project (collectively, Project Information), including, and not limited to, personal data, and Activities pursued such as those listed on Your custom scorecard, if applicable, and Project performance data (collectively, "Project Information"). You hereby grant SEAM, AVANT, and its affiliates, agents, representatives and contractors (including the Third-party Reviewer), a non-exclusive, royalty-free and fully paid-up license to access, view, reproduce and otherwise use all Project Information submitted in connection with this Agreement for the purposes of assessing the Project. SEAM and AVANT may also internally use such Project Information for purposes of informing and developing its offerings. Except as specifically set out herein, all Project Information shall remain confidential and used for purposes of assessing Your Project, and any Third-party Reviewer(s) assessing Your Project shall be bound by reasonable confidentiality personal data. The Platform is hosted on databases located in the United States and by submitting Your Project Information to the Platform, You hereby consent to its transfer to and storage within the United States.

**7.1 "Public" Projects.** Unless You affirmatively select the option for Your Project to be "private" (see Section 7.2 below), Your Projects are, by default, considered "public" projects and, as such, they are included in a public directory of projects (the "SEAM/CIDIE Project Directory"). Inclusion in the SEAM/CIDIE 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 address, Project type, Project size and Project status (enrolled, pursuing, certified, and, to the extent that the Project achieves certification, the level of certification achieved (collectively, "Public Project Information"). SEAM shall not distribute or publish any submitted plans, drawings or schematics pertaining to any project without Your written permission except to SEAM's employees, agents, representatives, reviewers and subcontractors for the purpose of assessing the 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 AVANT.

**7.2 "Private" Projects.** You may opt-out of the SEAM/CIDIE 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 CIDIE 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 CIDIE Certification, it will automatically be transitioned to a Public Project upon issuance of CIDIE 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 the Platform or by notifying SEAM. Notwithstanding the foregoing, if it is determined in SEAM's reasonable discretion that despite its election as Private Project, Your Project has been/is being marketed to the public as having enrolled for or received certification under this Agreement, it will be deemed to be a Public Project as defined in this Agreement.

**7.3 Aggregated, Non-Identifying Information; Feedback.** Further development of the CIDIE Program depends upon the collection, analysis and distribution of information pertaining to application of CIDIE and related design, construction and performance. Accordingly, You agree that SEAM, AVANT, and its affiliates may access, publish, reproduce, display and distribute 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 CIDIE project teams and others, showcase Project strategies and promote the CIDIE Standard on a global scale, and to further develop, upgrade or improve the CIDIE Standard, and versions thereof and services related thereto, including the Platform and for other lawful purposes. Whether or not You elect for Your Project to be private, You hereby consent to the use of Aggregated Project Information and confer the right to SEAM, AVANT, and its affiliates to publish, display, and distribute the Project Information in aggregated, non-identifying form (the "Aggregated Project Information"). At Your option, You may also provide consent (including by email or via the Platform) for SEAM, AVANT, or its affiliates to use other information related to Your Location that you provide to SEAM and AVANT to be used for research and other purposes described in this Section. To the extent You provide SEAM or AVANT with any suggestions, ideas, improvements, enhancements, comments, error notices and/or recommendations regarding the CIDIE Program ("Feedback"), You hereby grant to SEAM and CIDIE 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 CIDIE Program or any SEAM offering, and all intellectual property embodied therein, for any purpose, including but not limited to improving, updating or enhancing the CIDIE Program or any SEAM offerings, initiatives and programs.

7.4 Confidentiality. Confidential Project Information, nonpublic information that may be provided to You by SEAM or AVANT regarding their 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 on any of SEAM’/CIDIE’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 Information for any purpose outside the scope of the Agreement without the disclosing Party’s consent and (ii) limit access to 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 (a) to the extent required by applicable law or the receiving Party’s document retention policies, or (b) 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.

7.5 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.

7.6 Classified Information. SEAM and AVANT do not wish to receive classified information. Any information or materials submitted to SEAM, AVANT, and the Third-Party Reviewer will be deemed to be not classified. By submitting information to SEAM, You represent that such information submitted in connection with the Application is not controlled for export under applicable laws.

## 8. TRADEMARKS.

8.1 AVANT 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 CIDIE Certification™, the CIDIE Standard™, the CIDIE Standard™ logo, the CIDIE Design Certified™ logo, and the CITI Experience Certified™ logo (collectively, the “Marks”) and, in the event You receive CIDIE Certification for Your Project, You will be granted the limited right to use the Marks as set forth herein. The Marks constitute valuable intellectual property held by AVANT and are protected by law. You acknowledge and agree that the Marks constitute valuable intellectual property of AVANT and that any unauthorized use by You of these Marks constitutes both intellectual property infringement and a breach of this Agreement. AVANT holds registrations and applications for certification marks and/or trademarks for some or all of the Marks in several jurisdictions worldwide. You acknowledge that AVANT 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.

8.2 After You have formally applied for CIDIE Certification for Your Project, while Your Project is under review SEAM grants You the limited right to indicate that You are pursuing CIDIE Certification for Your Project, or have applied for CIDIE Certification or, at whichever level is applicable, under the CIDIE 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 SEAM and AVANT in their sole and absolute discretion) that Your Project has achieved, or will achieve, CIDIE Certification at any level. You are prohibited from using the CIDIE Certified™ logo in any manner prior to receipt of an award of certification. In the event that Your Project is awarded CIDIE Certification, then, subject to the terms and conditions of this Agreement, SEAM grants You a non-exclusive, non-sublicenseable, non-transferable, revocable (in the discretion of SEAM), 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 CIDIE Certification achieved) for the purposes of indicating the level of CIDIE 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 certification, as applicable.

8.3 You agree to use the Marks in accordance with all applicable laws, rules and regulations, and You will comply at all times with CIDIE’s Brand Guide and PR Guides as published and as may be updated from time to time (The CIDIE Brand Guide and PR Guides collectively referred to as the “CIDIE Branding Guidelines”), and any other related requirements associated with the use of the Marks will be provide in writing to You by SEAM. The CIDIE Branding Guidelines shall be made available to you upon request upon project enrollment.

8.4 All rights not expressly granted herein are reserved for SEAM and AVANT, and no license is granted hereunder for the use of the Marks for any purpose beyond the uses set forth in this Section 8, or to any other intellectual property of SEAM and AVANT. You acknowledge and affirm AVANT'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 AVANT. Additionally, You shall not in any way seek to avoid any obligations under this Agreement, or any other agreement You have with AVANT, 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 AVANT's ability to use any such Marks.

8.5 The Marks CIDIE Certified<sup>™</sup> and the CIDIE Certified<sup>™</sup> logos 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 AVANT.

8.6 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, AVANT reserves 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 CIDIE Branding Guidelines or otherwise in writing, and You will be responsible for complying with the CIDIE 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.

8.7 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 CIDIE Certification and have Your logo included in other promotional, educational and similar materials, you will be requested to submit Your logo upon execution of this Agreement to SEAM ; by providing such logo or other information to SEAM You hereby consent to its use in promotional, educational and similar materials related to the CIDIE Program, and hereby grant SEAM and AVANT a non-exclusive, non-sublicensable, non-transferable, revocable, royalty free, limited license to use Your Marks where SEAM and AVANT lists users of its offerings and other purposes agreed upon by You and in accordance with any written instructions or guidance You provide. SEAM and AVANT agree and acknowledge that all rights, goodwill and other benefits accruing to SEAM and AVANT by SEAM and AVANT'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.

8.8 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.

## 9. TERM AND TERMINATION.

9.1 The term of this Agreement begins on the date on which You accept this Agreement in accordance with Section 25 below and shall continue for five (5) years thereafter (the "Term") unless terminated earlier or renewed pursuant to this Article 9.1.

9.1.1 You or SEAM may terminate this Agreement in whole or in part at any time upon thirty (30) days written notice; provided that SEAM will not terminate this Agreement for so long as You remain in compliance with this Agreement, You have paid applicable Fees and the CIDIE Program remains in effect.

9.1.2 SEAM may terminate this Agreement in full (or as it relates to any Project enrolled 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 SEAM. 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 SEAM or its affiliates, and any misstatement, whether intentionally or unintentionally made, in the Project Information that You submit in connection with the CIDIE Program. Either Party may terminate this Agreement upon written notice if required by applicable law, including as required to adhere to any Orders referenced in Section 24 below.

9.1.3 This Agreement will automatically terminate in full (or as it relates to any Project enrolled under this

Agreement) if SEAM delivers notice to You that Your Project has failed to achieve CIDIE Certification, whichever is applicable, and You (i) indicate by other written notice, Your acceptance of such written notice of this determination, or (ii) have exhausted all opportunities to appeal this determination.

9.1.4 This Agreement will automatically terminate in full (a) to the extent You sell, transfer, assign any right or delegate any responsibilities under this Agreement, or otherwise dispose of all or substantially all of Your interest in the Project, unless the recipient of such interest agrees to assume Your obligations as a party to this Agreement by submitting SEAM's "Change of Owner" form to SEAM; or (b) Your failure or unwillingness to comply with any applicable Project Type Requirements or conditions of CIDIE Certification; or (c) the revocation, termination or expiration of CIDIE Certification for the Project as set forth in the CIDIE Standard, as applicable; or (d) Your enrollment lapses, in which case Your Agreement shall expire and be subject to re-enrollment in order to maintain Your Application and continue access to services.

9.1.5 In the event Your Project achieves Certification within the Term, then this Agreement shall be automatically renewed for another three (3) years from the date Your Project's Certification is achieved.

9.1.6 You acknowledge that SEAM aims to establish prestige and goodwill in the Program and the Marks, to be well recognized in the minds of the public throughout the world. It is of great importance, and in the mutual interest of You and SEAM, that the Project registered under this Agreement embodies the highest standards and reputation connected with SEAM and the Standard. Therefore, You agree that if You use the Marks in any manner that could or does disparage, tarnish or dilute the distinctive quality of the Marks or the reputation and goodwill embodied in the Marks, or which would reflect adversely on the Marks, any of the SEAM Indemnitees (defined below), the Standard and/or the Program, in SEAM's reasonable discretion, then at the time of any such act or at any time after SEAM learns of any such act, SEAM will have the right, at its sole option, to terminate this Agreement by written notice to You.

9.2 Upon termination of this Agreement pursuant to Section 9.1 above:

9.2.1 Your access to the Application(s) for the associated Project will be revoked and You will no longer have access to related services, and SEAM may, in its sole discretion, delete or destroy any such Application(s) and Form(s) and all data therein.

9.2.2 All of Your rights to use the Marks pursuant to the license granted under Section 8.2 will terminate and You must immediately discontinue all use and display of the Marks.

9.2.3 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.

9.2.4 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 9.2.

9.2.5 Upon termination of this Agreement for cause, You acknowledge that SEAM, AVANT, or Third-Party Reviewer may revoke CIDIE 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 9.2.

9.3 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 13, and Articles 17 through 24 shall survive any termination of this Agreement.

## 10. REPRESENTATIONS AND WARRANTIES.

10.1 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, and (c) no rights granted by one Party to the other pursuant to this Agreement are in violation of any other agreement.

10.2 You represent and warrant that You have the right to provide Project Information by You or on Your behalf, to grant the licenses to SEAM, its 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 SEAM and any Third-party Reviewer, 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.

## 11. INDEMNIFICATION.

11.1 You agree to indemnify, defend and hold harmless SEAM and its affiliates, and its and their officers, directors, employees, agents, representatives, affiliates, subcontractors, subsidiaries and independent contractors (collectively, the "SEAM 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 any designations or certifications under the CIDIE Program, or any unauthorized statements regarding any affiliation with any SEAM Indemnitees; or (c) Your negligence in connection with Your Project, except, in the case of clauses (a), (b) or (c), to the extent such Claim was directly caused by the gross negligence or willful misconduct of SEAM or any of its respective subcontractors or affiliates. To the extent You are required to indemnify any of the SEAM Indemnitees, You shall not enter into any settlement without obtaining SEAM's prior written consent, which shall not be unreasonably withheld. Without limitation of the foregoing, any or all of the SEAM Indemnitees may elect to participate in any Claim in its discretion and at its own expense.

11.2 SEAM 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 SEAM's violation of law in connection with fulfilling its 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 SEAM is required to indemnify any of Your Indemnitees, SEAM 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. You acknowledge and agree that SEAM shall not be liable for any Claims or Losses resulting from the determinations, actions, or omissions of AVANT or any Third-party Reviewer, including decisions regarding certification, curative plans, or assessment outcomes.

## 12. DISCLAIMER OF WARRANTIES.

12.1 NEITHER SEAM, AVANT, NOR ITS AFFILIATES MAKES ANY (AND EACH OF SEAM 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 CIDIE PROGRAM, THE CIDIE STANDARD, ANY APPLICATION OR FORM, THE CIDIE CERTIFICATION REVIEW PROCESS, AND ANY OPTIONAL SERVICES PROVIDED BY OR ON BEHALF OF ANY SEAM INDEMNITEE. SEAM AND ITS AFFILIATES EXPLICITLY DISCLAIM ANY AND ALL LIABILITY ARISING FROM YOUR USE OF THE CIDIE STANDARD, ANY APPLICATION OR FORM FOR ANY PURPOSE OTHER THAN FOR THE PURSUIT OF CIDIE CERTIFICATION.

12.2 ALL DETERMINATIONS RELATED TO CIDIE CERTIFICATION, OR OTHER FUTURE CIDIE DESIGNATIONS ARE IN THE SOLE AND ABSOLUTE DISCRETION OF SEAM, AVANT, AND THE THIRD-PARTY REVIEWER AND IN NO EVENT SHALL ANY SEAM INDEMNITEE HAVE ANY LIABILITY AS A RESULT OF ANY DECISION TO GRANT OR NOT TO GRANT CIDIE CERTIFICATION OR OTHER DESIGNATION TO YOUR PROJECT (OR ANY PORTION OF YOUR PROJECT) FOR ANY REASON.

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

12.3.1 A GRANT OF CIDIE CERTIFICATION, OR OTHER DESIGNATION IS NOT A REPRESENTATION, AND DOES NOT MEAN THAT YOUR PROJECT (OR ANY INDIVIDUAL BUILDING(S) OR INTERIOR SPACE(S) OR EXTERIOR SPACE(S) 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;

12.3.2 SEAM'S SERVICES AND THE CIDIE PROGRAM ARE INTENDED TO EDUCATE AND ASSIST PROJECT OWNERS IN THEIR EFFORTS TO CREATE SOCIALLY SUSTAINABLE AND EQUITABLE PROJECTS, AND NOTHING THEREIN SHOULD BE CONSIDERED, OR USED AS A SUBSTITUTE FOR, MEDICAL OR MENTAL HEALTH ADVICE, DIAGNOSIS OR TREATMENT. THE SERVICES, THE CIDIE PROGRAM AND THE CIDIE STANDARD DO NOT CONSTITUTE THE PRACTICE OF MEDICINE OR MENTAL HEALTH SERVICES OR THE PROVISION OF ANY PROFESSIONAL HEALTHCARE SERVICES, DIAGNOSIS OR TREATMENT;

12.3.3 ANY GRANT OF CIDIE CERTIFICATION, OR OTHER DESIGNATION DOES NOT IN ANY WAY GUARANTEE, CERTIFY, WARRANT OR IMPLY THAT SUCH PROJECT WILL MAKE OCCUPANTS HEALTHIER OR HAPPIER. NOR IS IT A GUARANTEE OF COST SAVINGS; AND

12.3.4 ANY GRANT OF CIDIE CERTIFICATION, OR OTHER DESIGNATION DOES NOT MEAN THAT SEAM ENDORSES, VERIFIES OR AGREES WITH ANY PROJECT INFORMATION THAT HAS BEEN PROVIDED.

**13. LIMITATION OF LIABILITY.** Except as may be required by law, in no event shall either Party be liable to the other for any indirect, special, incidental, exemplary, reliance, punitive or consequential damages, loss of business revenues or profits, loss of data or costs of procurement of substitute services arising out of or related to this Agreement or any other activities in connection herewith. SEAM's liability to You arising out of or relating to this Agreement shall not exceed the actual Fees paid under this Agreement. The limitations of liability set forth in this Section shall not apply with respect to infringement of a Party's intellectual property rights, a Party's willful misconduct or gross negligence or if prohibited by law. SEAM shall not be liable for any certification award decisions or other discretionary determinations made by AVANT or any Third-party Reviewer.

**14. FORCE MAJEURE.** Neither Party shall be liable under this Agreement for delays, failures to perform, damages, losses or destruction, or malfunction of any equipment, or any consequence thereof, to the extent that the same is caused by fire, earthquake, flood, water, the elements, labor disputes or shortages, utility curtailments, power failures, explosions, civil disturbances, pandemics, epidemics, quarantines, governmental actions, or any other cause beyond that party's reasonable control (each, a "Force Majeure Event"). The Party experiencing the Force Majeure Event shall use reasonable efforts under the circumstances to avoid, limit and remove such causes of nonperformance and shall proceed to perform with reasonable dispatch whenever such causes are removed or cease. Notwithstanding the provisions of this Section, nothing contained herein shall be construed to excuse the failure or delay in payment of any invoices or other charges arising under this Agreement, or to excuse either Party for a failure or delay caused by that Party's willful misconduct or gross negligence.

**15. NOTICES.** SEAM expects to be in regular communication with You regarding Your participation in the CIDIE 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 – SEAM shall send all notices to You at the email addresses provided by You to SEAM in the Application. Such notices shall be effective when sent. You agree to provide SEAM with up-to-date contact information for the duration of this Agreement. Should Your email address be returned to SEAM, SEAM may instead send notices to You at the address provided at the time of registration of Your Project.

Notices to SEAM – You must provide written notice to SEAM 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

SEAM, Inc.  
3343 Peachtree Rd NE, Suite 145-360  
Atlanta, GA 30326  
Attn: Legal Department

Email Address

[legal@seamcertification.org](mailto:legal@seamcertification.org)

**16. DISPUTE RESOLUTION; GOVERNING LAW.**

16.1 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 Dekalb County, Georgia in the United States; and arbitrations shall be conducted in English.

16.2 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.

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

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

**18. 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 SEAM 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.

**19. 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 SEAM in writing, including by completing, fully executing and submitting to SEAM a Change of Owner Form. Any purported assignment or delegation in violation of this Agreement shall be null and void.

**20. 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 SEAM concerning the 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.

**21. MODIFICATION AND WAIVER.** The Ancillary Documents may be updated, modified or amended by SEAM at any time, and You may be allowed to upgrade to a new version of the CIDIE Standard or features therein as provided in above. Otherwise, this Agreement may only be modified in writing and all such written modifications must be signed by You and SEAM. No action or inaction by SEAM 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 SEAM and shall be limited to the specific terms of the waiver.

**22. 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.

**23. 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.

**24. ANTICORRUPTION/OFAC.** 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. SEAM 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.

**25. EXECUTION. BY REGISTERING A PROJECT, YOU HEREBY AGREE TO THE TERMS, CONDITIONS AND PROVISIONS REPRESENTED IN THIS AGREEMENT. YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTOOD THIS AGREEMENT, 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.**

## Exhibit A

### Additional Terms for Pilot Project

This Exhibit outlines the additional terms and conditions specific to the Client's participation in the CIDIE Certification Pilot Project. These terms are agreed upon by SEAM and the Client in recognition of the mutual benefits of participation in the Pilot Project and the feedback received regarding the implementation of the CIDIE Standard.

1. **Feedback and Collaboration.** In return for providing AVANT and SEAM with detailed feedback regarding the implementation of the CIDIE Standard on their project, AVANT and SEAM agree to collaborate with the Client on alternative pathways to compliance for activities that pose insurmountable obstacles to successful achievement of CIDIE Certification. The Client's feedback will assist AVANT and SEAM in refining the standard and addressing challenges that may arise during certification. AVANT and SEAM will work in good faith to develop alternative compliance solutions that maintain the integrity of the certification process while accommodating project-specific limitations. If the Client and AVANT are unable to agree on an acceptable alternative compliance solution after good faith discussion, the determination of whether the proposed pathway maintains the integrity of the certification process shall rest solely with AVANT or its designated Third-party Reviewer.

2. **Reporting and Review.** SEAM and the Client will mutually agree upon a format and timeline for submitting feedback regarding the Pilot Project. This feedback will focus on key areas of the CIDIE Standard, including challenges, successes, and opportunities for improvement. The feedback will be used by AVANT and SEAM to enhance the certification process and develop potential alternative compliance pathways.

3. **Case Study Marketing.** The Client agrees that their project will be marketed by AVANT and SEAM as a case study to highlight the application of the CIDIE Standard in real-world scenarios. The Client retains the right to choose whether to remain anonymous in all public marketing materials. Should the Client opt for anonymity, AVANT and SEAM will ensure that no identifying information is disclosed in any case study publications.

4. **No Further Obligation.** Participation in this Pilot Project and the provision of feedback by the Client does not create any additional obligation for the Client beyond those outlined in this Exhibit and the CIDIE Certification Agreement.

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This Exhibit is effective as of the date of signature and forms an integral part of the CIDIE Certification Agreement between SEAM and the Certification Candidate.