

LICENSE AGREEMENT

APPA Operational Guidelines for Educational Facilities

This License Agreement (“Agreement”) is entered into as of the date of the last signature below (the “Effective Date”) by and between **APPA: Leadership in Educational Facilities**, a nonprofit corporation incorporated under the laws of the District of Columbia (“APPA” or “Licensor”), and <<COMPANY>> (“Licensee”).

Recitals

WHEREAS, APPA is a nonprofit tax-exempt charitable and educational entity under §501(c) of the Internal Revenue Code and develops publications, standards, and resources related to educational facilities operations;

WHEREAS, APPA has developed and owns certain copyrighted publications and materials relating to operational standards for educational facilities;

WHEREAS, Licensee desires to reference and utilize certain APPA publications in connection with Licensee’s products, services, or operations;

NOW, THEREFORE, in consideration of the mutual promises contained herein and for other good and valuable consideration, the receipt of which is acknowledged, the parties hereby agree as follows:

1. **Definitions.** For purposes of this Agreement, the following terms have the meaning set forth below.
 - a. **“APPA Content”** means the publication titled APPA Operational Guidelines for Educational Facilities: The Industry Standard, including the following publications and any subsequent revisions or updates expressly designated by APPA as part of the APPA Content licensed under this Agreement:
 - i. Operational Guidelines for Educational Facilities: Custodial, Fourth Edition; US Copyright Registration # TX0009398131/2023
 - ii. Operational Guidelines for Educational Facilities: Maintenance, Third Edition; US Copyright Registration # TX0009108606/2022
 - iii. Operational Guidelines for Educational Facilities: Grounds, Third Edition; US Copyright Registration # TX0009115147/2020
 - b. **“Licensee Offerings”** means Licensee’s products, services, and operations to which the APPA Content relates, as more particularly described in the attached **Exhibit A** which is incorporated herein by this reference.
 - c. **“Licensed Purpose”** means the permitted uses of the APPA Content as described in **Exhibit A**.
 - d. **“Business Partner Membership”** means active membership in APPA’s Business Partner program in good standing in accordance with APPA’s membership policies.
 - e. **“Term”** means the Initial Term and any renewal term of this Agreement.

2. **Grant of License.** During the Term of this Agreement, APPA grants Licensee a limited, revocable, non-exclusive, non-transferable, and non-sublicensable license to use APPA Content solely for the Licensed Purpose and strictly in accordance with the terms of this Agreement. Except for the limited rights expressly granted to Licensee, no right, title, or interest in or to APPA Content is granted to Licensee. All rights not expressly granted are reserved by APPA.

- a. **Restrictions on Use.** Licensee may reference APPA levels and general frameworks in connection with the Licensed Purpose but may not reproduce, copy, distribute, display, publish, transmit, create derivative works from, or otherwise disclose detailed level descriptions or other substantive portions of the APPA Content, whether verbatim or in substantially similar form. Licensee may not distribute, sublicense, sell, license, assign, transfer, or otherwise provide copies of APPA Content to Licensee's clients or any third party.
- b. **Citation and Copyright Notice.** If Licensee references APPA Content in external materials, including Licensee's website, marketing materials, client proposals, training materials, reports, software documentation, user interfaces, and similar documents, such references shall include the following notice, or a substantially similar notice approved by APPA in writing:

"Licensee's use of APPA's Operational Guidelines for Educational Facilities: The Industry Standard is made pursuant to a license from APPA. © 2023, 2022, and 2020 APPA. Permission granted by APPA."

Licensee shall not display this notice in any manner that states or implies endorsement, sponsorship, certification, or approval by APPA.

3. **Business Partner Membership Requirement.** As a condition to this Agreement, Licensee must maintain an active APPA Business Partner membership in good standing during the Term. If Licensee's APPA Business Partner membership lapses, is terminated, or is not renewed for any reason, this Agreement shall automatically terminate immediately upon the date the Licensee's Business Partner Membership ceases to be in good standing.
4. **Non-Endorsement.** Licensee acknowledges that its use of the APPA Content does not constitute and shall not be construed as an actual or implied endorsement, sponsorship, certification, or approval by APPA of Licensee or Licensee Offerings. Licensee shall not make any statement or representation suggesting otherwise.
5. **Intellectual Property Ownership.** Licensee acknowledges that, as between APPA and Licensee, APPA owns and shall retain all right, title, and interest in and to APPA Content, including copyrights, trademarks, trade secrets, and other intellectual property rights. Licensee acquires no ownership or other proprietary rights in the APPA Content through this Agreement or through its use of the APPA Content.
6. **License Fee.** Licensee shall pay APPA an annual license fee as described in **Exhibit A**.
7. **Term and Termination.**
- a. This Agreement shall commence on the Effective Date and will continue in force for the term of one (1) year (the Initial Term). This Agreement will automatically renew for successive one (1) year terms unless either Party provides the other with at least thirty (30) days' advance written notice of its intent of non-renewal.

- b. Either Party may terminate this Agreement immediately upon written notice to the other Party if the other Party breaches any material term of this Agreement and fails to cure such breach within thirty (30) days after receipt of written notice of breach.
 - c. This Agreement shall automatically terminate if Licensee's APPA Business Partner membership lapses, is terminated, or is not renewed, as set forth in Section 3.
 - d. Termination of this Agreement shall not relieve Licensee of its obligation to pay any fees accrued or payable to APPA prior to the effective date of termination.
 - e. Upon termination of this Agreement, Licensee shall immediately cease all use of the APPA Content and remove references to the APPA Content from its operations, website, promotional materials, client proposals, and other materials. Upon APPA's request, Licensee shall certify in writing within ten (10) business days that Licensee has complied with this requirement.
8. **Disclaimer and Limitation of Liability.** APPA CONTENT IS PROVIDED "AS IS" WITH NO WARRANTIES WHATSOEVER. APPA EXPRESSLY DISCLAIMS ANY WARRANTIES REGARDING NONINFRINGEMENT, MERCHANTABILITY, AND FITNESS FOR ANY PARTICULAR PURPOSE. APPA MAKES NO WARRANTY THAT ANY APPA CONTENT WILL BE UNINTERRUPTED, TIMELY, OR ERROR-FREE OR THAT THE RESULTS OR INFORMATION OBTAINED FROM USE OF APPA CONTENT WILL BE ACCURATE OR RELIABLE. IN NO EVENT SHALL APPA BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES, WHETHER IN CONTRACT, TORT, OR OTHERWISE, EVEN IF APPA OR LICENSEE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. LICENSEE UNDERSTANDS AND AGREES THAT LICENSEE'S USE OF APPA CONTENT IS AT LICENSEE'S OWN DISCRETION AND RISK. EXCEPT FOR APPA'S INDEMNIFICATION OBLIGATIONS UNDER SECTION 9, APPA'S TOTAL LIABILITY ARISING OUT OF THIS AGREEMENT SHALL NOT EXCEED THE AMOUNT OF LICENSE FEES PAID BY LICENSEE DURING THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM.
9. **Indemnification.**
- a. **Claims of Infringement and APPA's Obligation to Indemnify.** APPA agrees to indemnify, defend, and hold Licensee harmless from and against any third-party claims brought against Licensee that APPA Content, as provided by APPA and used by Licensee in accordance with this Agreement, infringes such third-party's intellectual property right, and any resulting liability, loss, and expense (including reasonable legal fees, damage awards, and settlement amounts), provided that Licensee promptly notifies APPA of the claim and allows APPA, in APPA's sole discretion, to control the defense, at APPA's expense, of such claim. APPA shall have no obligation under this Section to the extent the claim arises from (i) any use of APPA Content not expressly permitted under this Agreement, (ii) any modification of APPA Content by Licensee or any third party, (iii) the combination of APPA Content with other materials not provided by APPA, or (iv) Licensee's continued use of APPA Content after APPA has notified Licensee to cease such use. Licensee will not settle or resolve any such claim in a manner that imposes any liability or obligation on APPA or affects APPA's rights in connection therewith without APPA's advance written approval, which will not be unreasonably withheld or delayed.
 - b. **Claims of Infringement and Licensee's Obligation to Indemnify.** Licensee agrees to indemnify, defend, and hold APPA and its officers, directors, employees, agents, successors, and assigns from and against any and all third-party claims, actions, damages, liabilities, losses, costs, and expenses, including reasonable attorneys' fees, arising out of or relating to (a) Licensee's use of APPA Content in violation of this Agreement, (b) Licensee Offerings,

including any claim that APPA endorsed, sponsored, certified, or approved Licensee or Licensee Offerings, (c) Licensee's marketing, promotional, proposal, consulting, or reporting materials referencing APPA or the APPA Content, or (d) Licensee's negligence, willful misconduct, or violation of law, provided that APPA promptly notifies Licensee of the claim and allows Licensee, in Licensee's reasonable discretion, to control the defense, at Licensee's expense, of such claim. APPA will not settle or resolve any such claim in a manner that imposes any liability or obligation on Licensee or affects Licensee's rights in connection therewith without Licensee's advance written approval, which will not be unreasonably withheld or delayed.

10. **Trademark.** Except as expressly set forth in this Agreement, neither Party grants the other any right, title, license, or interest in or to any of its names, logos, tradenames, trademarks, service marks, or other brand identifiers. Licensee may refer to APPA and the APPA Content solely as expressly permitted under this Agreement and solely in a manner that is accurate, nominative, and does not imply endorsement, sponsorship, certification, or affiliation beyond the limited license granted herein. Any goodwill arising from Licensee's permitted use of APPA's name or marks shall inure exclusively to APPA.
11. **Injunctive Relief.** Licensee acknowledges that any unauthorized use or disclosure of the APPA Content, or any unauthorized use of APPA's name or marks, may cause irreparable harm to APPA for which monetary damages alone would be an inadequate remedy. Accordingly, APPA shall be entitled to seek injunctive or other equitable relief, in addition to any other remedies available at law or in equity, without the necessity of posting bond except to the extent required by applicable law.
12. **No Partnership.** The Parties agree that this Agreement is not intended to create any joint venture, partnership, or agency relationship of any kind; and both agree not to contract any obligations in the name of the other.
13. **Notices.** Unless provided for to the contrary in this Agreement, all notices under this Agreement must be in writing and delivered to the addresses set forth below, or to such other address as a Party may designate by notice under this Section. Notices shall be deemed given upon actual receipt if delivered personally, one (1) business day after deposit with a nationally recognized overnight courier, or upon confirmed transmission if sent by electronic mail.

To Licensee

<<COMPANY>>

Address: <<ADDRESS>>

Attn: <<NAME>>

Email: <<EMAIL>>

To APPA

Address: 1520 Belle View Blvd PMB 5630, Alexandria VA 22307

Attn: Lalit Agarwal

Email: publications@appa.org

14. **Governing Law.** THE LAWS OF THE STATE OF NEBRASKA, WITHOUT REFERENCE TO NEBRASKA'S CONFLICT OF LAWS PRINCIPLES, GOVERN THIS AGREEMENT AND ALL OF THE TRANSACTIONS CONTEMPLATED BY IT, AS WELL AS ALL MATTERS ARISING OUT OF OR

RELATING TO IT, INCLUDING WITHOUT LIMITATION CLAIMS AS TO ITS VALIDITY, INTERPRETATION, CONSTRUCTION, PERFORMANCE, AND ALL CLAIMS SOUNDING IN TORT.

15. **Amendment.** This Agreement may be amended or modified only by a written agreement signed by both Parties.
16. **No Assignment.** Licensee may not assign, delegate, or transfer this Agreement or any of its rights or obligations under this Agreement, whether by operation of law or otherwise, without APPA's prior written consent. APPA may assign this Agreement without Licensee's consent to an affiliate or in connection with a merger, consolidation, reorganization, or transfer of substantially all of the assets relating to the APPA Content. Any prohibited assignment by Licensee shall be void.
17. **Entire Agreement.** This Agreement supersedes all prior agreements between the parties with respect to its subject matter and constitutes (along with the documents referred to in this Agreement) a complete and exclusive statement of the terms of the agreement between the parties with respect to its subject matter.
18. **No Waiver.** The failure of either party to demand strict performance of the terms hereof, or to exercise any right conferred herein, will not be construed as a waiver or relinquishment of its right to assert or rely on any such term or right in the future. Waiver by either party of any term, provision or condition of this Agreement will not be construed to be a waiver of any other term, provision or condition, nor will such waiver be deemed to be a waiver of a subsequent breach of the same term, provision or condition. Failure or delay by either party to require performance of any provision of this Agreement will not affect or impair such party's right to require full performance with such provision at any time thereafter.
19. **Severability.** If any provision of this Agreement is held invalid or unenforceable by arbitration or court of competent jurisdiction, the other provisions of this Agreement will remain in full force and effect.
20. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same Agreement. A signed copy of this Agreement delivered by email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

Licensors	Licensee
APPA: Leadership in Educational Facilities	<<COMPANY>>
By: Lalit Agarwal	By: <<NAME>>
Title: President & CEO	Title: <<TITLE>>
Signature: _____	Signature: _____
Date: _____	Date: _____

Exhibit A

LICENSE TYPE SELECTION

Licensee shall select one (1) of the following license types by checking the applicable box:

☐ **SERVICE PROVIDER LICENSE.** For purposes of this Exhibit A, “**Licensee Offerings**” means Licensee’s custodial, maintenance, grounds, and/or related facility services. “**Licensed Purpose**” means Licensee’s use of APPA Content in connection with the delivery, marketing, and management of Licensee Offerings, including the following categories of use:

- i. Service Delivery & Operations: Use APPA Content as the operational framework for services performed by Licensee at client facilities, including internal quality standards, crew performance benchmarks, and service level definitions.
- ii. Staff Training & Quality Assurance: Use APPA Content in Licensee’s internal training programs, quality inspection protocols, and employee performance evaluation materials.
- iii. Client Proposals & Contract Support: Reference APPA Content in responses to RFPs, client proposals, service agreements, and contract deliverables.
- iv. Marketing & Business Development: Reference APPA and APPA Content in Licensee’s marketing materials, website, and promotional content.
- v. Consulting & Client Reporting: Use APPA Content in consulting engagements, facility assessments, and client reports.

☐ **SOFTWARE COMPANY LICENSE.** For purposes of this Exhibit A, “**Licensee Offerings**” means Licensee’s commercial software platforms, applications, or technology solutions used by Licensee’s customers to support the management of educational facilities. “**Licensed Purpose**” means Licensee’s incorporation and use of APPA Content within Licensee Offerings to support functionality, analytics, reporting, benchmarking, or other tools related to the management of educational facilities. Licensee may reference APPA benchmark levels or framework concepts within Licensee Offerings but may not reproduce or display detailed guideline descriptions or substantial portions of APPA Content within Licensee Offerings without APPA’s prior written approval.

SELF-CERTIFICATION OF REVENUE TIER AND MEMBERSHIP LEVEL

Licensee hereby self-certifies its annual gross revenue tier and APPA Business Partner Membership level by checking the applicable box in each section below. Licensee’s applicable license fee shall be determined by the intersection of the two selections in the pricing table that follows. Licensee shall re-certify its revenue tier and membership level upon each renewal of this Agreement. **Licensee represents and warrants that the information provided in this self-certification is true, complete, and accurate as of the Effective Date.**

Annual Gross Revenue Tier (select one): **APPA Business Partner Membership Level (select one)**

- ☐ Under \$5M
- ☐ \$5M–\$50M
- ☐ Over \$50M

- ☐ Bronze
- ☐ Silver
- ☐ Gold
- ☐ Platinum

License Fee. Licensee shall pay APPA an annual license fee as described in the table below during the Initial Term and any subsequent renewal term of this Agreement. The applicable fee is determined by (a) Licensee's annual gross revenue tier and (b) Licensee's APPA Business Partner Membership level, each as self-certified above. APPA reserves the right to increase the annual license fee by an amount not exceeding five percent (5%) per year for any renewal term. Licensee shall be responsible for any applicable sales, use, value-added, or similar taxes arising from this Agreement.

2026 APPA Guidelines License Fee (USD) — Per Guideline, Per Year

Annual Revenue	Bronze	Silver (5% off)	Gold (10% off)	Platinum (15% off)
Under \$5M	\$6,000	\$5,700	\$5,400	\$5,100
\$5M–\$50M	\$10,000	\$9,500	\$9,000	\$8,500
Over \$50M	\$14,000	\$13,300	\$12,600	\$11,900

APPA will invoice Licensee for the Initial Term of this Agreement upon signature of this Agreement. APPA will invoice Licensee for each renewal term, reflecting any increase in the license fee and any change in Licensee's applicable revenue tier or membership level. Licensee shall pay the invoice within thirty (30) days.

Audit Rights and Remedies for Non-Compliance. APPA reserves the right, upon not less than thirty (30) days' prior written notice and no more than once per calendar year (except in cases of suspected material non-compliance), to audit Licensee's books, records, and relevant financial documents during normal business hours, either directly or through an independent third-party auditor bound by reasonable confidentiality obligations, for the sole purpose of verifying the accuracy of Licensee's self-certification of annual gross revenue tier and APPA Business Partner Membership level. Licensee shall reasonably cooperate with any such audit.

If an audit reveals that Licensee's self-certification understated the applicable license fee for any period, Licensee shall, within thirty (30) days of APPA's written demand, pay APPA an amount equal to **two (2) times the underpaid license fee** for the full period of non-compliance, not to exceed three (3) years preceding the audit. In addition, if the underpayment exceeds five percent (5%) of the correct license fee for the audited period, Licensee shall also reimburse APPA for the reasonable costs of the audit. The remedies set forth in this Section are in addition to, and not in lieu of, any other rights or remedies available to APPA under this Agreement, at law, or in equity, including APPA's right to terminate this Agreement under Section 7(b).