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   1.1 **"USGBC Course"** means any of the discrete, archived educational content made available to you or to an authorized user through your license to USGBC’s online delivery system.

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   1.3 **"You"** are the company or individual identified on the online registration form and applying in one of the following subscriber categories, as determined by your selection on the registration form and by your authorized status as:

   i. an officially recognized USGBC chapter; or
   ii. a current USGBC member company or organization in good standing; or
   iii. a company or organization that is not a member of USGBC
   iv. an individual

   1.4 **"Point of Contact"** is that person who registers for the Education @USGBC Subscription (or single course) on your behalf. You agree that this person shall be responsible for maintaining contact with USGBC, and notifying USGBC of any changes to company/organization contact information. You may change your point of contact by emailing education@usgbc.org and indicating the following: name of original point of contact, name of new point of contact, and organization/company name.

   1.5 **License to “Access” and “Display”** is defined and limited by the type of subscriber you are (chapter, company, individual), as follows:

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   b. **USGBC Member Company/Organization and Non-Member Company/Organization: ** A USGBC company/organization may distribute links only to its employee Member authorized users for access to the Education @USGBC subscription. A company/organization may display an Education @USGBC subscription or single course only to a group of its Member authorized users, however, such Member authorized users must individually access Education @USGBC subscription or single courses online to obtain certificate of completion, as set out below. A company/organization may not display or allow access to the general public or any person not a Member authorized user, nor may it charge any fee to its Member authorized users or anyone else for access to or display of Education @USGBC subscription courses. **Note: USGBC member benefits depend on the level of membership maintained. Please review [http://www.usgbc.org/community/members/pricing/#join](http://www.usgbc.org/community/members/pricing/#join)**

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3. CERTIFICATES OF COMPLETION. The manner and permission of your distribution of Certificates of Completion depends on your subscriber category (chapter/member/higher education), as follows:

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4. **AUDITS.** USGBC may conduct monthly audits of your access to the Education @USGBC Subscription to assure compliance with and prevent misuse of this License. USGBC may request information, and you agree to promptly respond, regarding attendees, events, access, and display, pursuant to this end, without notice.

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8. **FEEDBACK.** You have no obligation to give USGBC any feedback on any course within the Education @USGBC Subscription System. If you do provide feedback, you acknowledge and agree that your rights to any intellectual property in such feedback, including without limitation interest in any associated copyrights held by you, shall revert to USGBC. Further, USGBC may freely use such feedback, or create derivative works based upon the same, in revisions to the USGBC Webinars, or in its other products and services.

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11. **APPLICABLE LAW.** The laws of the District of Columbia govern this License. If federal jurisdiction exists, we each consent to jurisdiction and venue in the federal courts in the District of Columbia. If not, we each consent to jurisdiction and venue in the Superior Court of the District of Columbia.

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14. INDEMNIFICATION/LIABILITY. You agree to indemnify, defend, and hold harmless USGBC, its officers, directors, agents and employees from and against any and all claims, liabilities, damages, losses, costs, expenses, or fees (including reasonable attorneys’ fees) that such parties may incur as a result of or arising from your (or anyone using your account’s) violation of these terms. Further, you agree that you shall be fully liable for any loss of USGBC’s for the display of the courses within the Education @USGBC Subscription by you, your employees, and agents beyond the scope of the license granted to you.

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We will notify you by email of the pending automatic renewal of your subscription license and the anticipated renewal fee(s) thirty (30) days prior to the end of the expiration of the annual term. We will contact you at the email address associated with your USGBC Site User account. It is your responsibility to notify USGBC of any change to this email address. If your email service includes functionality or software that catalogues or filters your emails in an automated manner, it is your responsibility to ensure that those emails we send to you reach your inbox, either by routinely monitoring your bulk, junk and spam email folders and/or by adding us to your address book or safe senders list.

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- By Phone: Call the USGBC customer service team toll free at 1-800-795-1747 or 1-800-795-1747 and request to opt-out of the automatic renewal program;
- By Email: Send an e-mail with delivery confirmation to the USGBC customer service team at education@usgbc.org identifying your e-mail address associated with your USGBC site user account and a request to opt-out of the automatic renewal program; and
- By Fax: Send a fax to the USGBC customer service team at 202-828-5110 describing your request to opt-out of the automatic renewal program for the Education @USGBC subscription.

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We will notify you via certified mail of the pending automatic renewal of this subscription license and the anticipated renewal fee thirty (30) to sixty (60) days prior to the expiration of the annual term. We will contact you at the mailing address associated with your USGBC Site User account. It is your responsibility to notify USGBC of any change to this address.

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- By Mail: Send a certified letter with delivery confirmation to the USGBC customer service team at the following address with a request to opt-out of the automatic renewal program:

  U.S. Green Building Council, Inc.
  Attn: Customer Service
  2101 L Street, NW, Suite 500
  Washington, DC 20037

In addition to sending a certified letter with the request, you may also notify USGBC in any of these ways:

- Online: Opt-out of the automatic renewal program online by disabling auto renewal in the billing section of your site user account webpage at Your Account;
- By Phone: Call the USGBC customer service team toll free at 1-800-795-1747 or 1-800-795-1747 and request to opt-out of the automatic renewal program;
- By Email: Send an e-mail with delivery confirmation to the USGBC customer service team at education@usgbc.org identifying your e-mail address associated with your USGBC site user account and a request to opt-out of the automatic renewal program; and
- By Fax: Send a fax to the USGBC customer service team at 202-828-5110 describing your request to opt-out of the automatic renewal program for the Education @USGBC subscription.
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Exhibit A-3

Automatic Renewal Terms and Conditions - For New York Only

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- **By Mail:** Send a certified letter with delivery confirmation to the USGBC customer service team at the following address with a request to opt-out of the automatic renewal program:

  U.S. Green Building Council, Inc.
  Attn: Customer Service
  2101 L Street, NW, Suite 500
  Washington, DC 20037

  In addition to sending a certified letter with the request, you may also notify USGBC in any of these ways:
- Online: Opt-out of the automatic renewal program online by disabling auto renewal in the billing section of your site user account webpage at Your Account;
- By Phone: Call the USGBC customer service team toll free at 1-800-795-1747 or 1-800-795-1747 and request to opt-out of the automatic renewal program;
- By Email: Send an e-mail with delivery confirmation to the USGBC customer service team at education@usgbc.org identifying your e-mail address associated with your USGBC.org site user account and a request to opt-out of the automatic renewal program; and
- By Fax: Send a fax to the USGBC customer service team at 202-828-5110 describing your request to opt-out of the automatic renewal program for the Education @USGBC subscription.

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