

EC3 API Data ORDER

Please submit completed applications to support@buildingtransparency.org

This Order, when signed by the above-named customer ("Customer") and Building Transparency, a Washington nonprofit corporation ("Building Transparency"), constitutes a binding agreement and includes and incorporates by reference the Building Transparency APIs Terms of Service, as made available at <https://www.buildingtransparency.org/api-terms-of-service/> (including successor links and content therein, the "Terms"), and all amendments and addenda thereto (such Terms, together with this Order, this "Agreement"). Customer acknowledges that it has received, read, understands and agrees to be bound by all of the provisions contained in the Agreement. Building Transparency Fees are exclusive of all taxes, levies or duties imposed by taxing authorities. Customer is responsible for applicable taxes or fees due with respect to the Services.

SECTION 1 - Customer Information

Organization Name:		Website:	
Contact Name:		Date:	
Email:			
Address:			

SECTION 2 - Services, Term & API License

- Service:** Use of APIs to receive EC3 API data provided to you by Building Transparency under this Agreement (the "EC3 API Data")

Insert Date Signed

Enter end date based on payment structure chosen

- API License & Access:** Subject to the terms and conditions of this Agreement, Customer is hereby granted a non-exclusive, revocable license to access EC3 API Data via the EC3 API. This license is non-sublicensable and non-resaleable as a standalone data product, but otherwise sublicensable within Customer's own platform, APIs, products, and workflows.

This Agreement grants the Customer:

- 1) permission to access, store, cache, and reuse EC3 data solely for the Term,
- 2) Rights for commercial and production use, and
- 3) API rate limits aligned with the selected pricing tier.

SECTION 3 - API Access Tiers

Select	Tier	Organization Type (Self-Reported)	Annual Fee	Org selection
☐	Free	Research, learning, pilots, (Apply here)	\$0	
☐	Paid	Small firms / early startups (\$0-\$1M)	\$5,000	☐
		Small established organizations (\$1-\$2M)	\$10,000	
		Mid-sized organizations (\$2-\$10M)	\$25,000	
		Large-scale organizations (\$10M+)	\$50,000	

Tier selection may be self-reported based on

- Most recent 12-month revenue or valuation (whichever is higher)

Optional payment structures:

- Two-year prepayment at a 10% discount
- Monthly payment option at a 10% premium

Fees & Payment Terms

- Payment Structure: **monthly** **annual** **two-year**
- Fee:
- Payment: Invoiced upon execution

Fees apply to EC3 API Data access and usage volume. They do not include customization, consulting services, enterprise instances, implementation support, or preferential assistance.

CONFIDENTIAL & PROPRIETARY

This document is exclusively for commercial use between Building Transparency and Customer, and is considered Confidential Information according to the Terms, not to be disclosed to third parties unless such disclosure is explicitly permitted under the Agreement.

SECTION 4 - Rate Limiting

API usage is subject to rate limits associated with the selected tier. If usage exceeds approved limits, requests may, in lieu of termination as contemplated in the Terms, be rate-limited to protect platform reliability and service integrity, in Building Transparency reasonable discretion.

SECTION 5 - Attribution

Customer must comply with Building Transparency attribution guidelines as described in the API documentation as made available at <https://www.buildingtransparency.org/api-terms-of-service/> (including successor links and content therein).

SECTION 6 - No Preferential Access or Influence

The grant of access to the API and EC3 API Data does not confer: (1) governance, advisory, or decision-making rights, (2) influence over EC3 roadmap, standards, or policies, and (3) preferential data treatment, visibility, or priority support.

SECTION 7 - Charitable Contribution

Customer may choose to make a separate, unrestricted charitable contribution to support Building Transparency mission and EC3 API Data as public infrastructure. Contributions are voluntary, do not affect pricing, access, rate limits, or support, and are acknowledged in accordance with IRS regulations.

Optional Contribution Amount: \$ (A separate donation acknowledgement will be issued.)

SECTION 8 - Assignment

Customer may not assign, transfer, or delegate this Agreement or any rights, duties, or obligations hereunder, whether by merger, acquisition, change of control, operation of law, or otherwise, to any parent entity, affiliate, acquirer, successor, or other third party without the prior written consent of Building Transparency. Any assignment, transfer, or change in control of Customer (including, without limitation, a transfer to a successor entity through merger or acquisition) will require (a) Building Transparency's prior written consent, which shall not be unreasonably withheld, and (b) a reassessment of the applicable pricing tier based on the organizational profile of the assignee, successor, or acquiring entity. Customer agrees that tier pricing under this Agreement is calibrated to the specific contracting entity and its self-reported organizational characteristics at the time of execution. Building Transparency reserves the right to adjust applicable fees prospectively to reflect any change in Customer's organizational profile resulting from such assignment, transfer, or change of control. Any purported assignment or transfer in violation of this Section will be null and void.

SECTION 9- Signatures

Building Transparency		Customer	
Signature of Authorized Signatory _____		_____	
Printed Name	Alison Kinn Bennett		
Title	Executive Director		

SECTION 10 - Building Transparency & Billing Contact Details

Building Transparency
 3213 W Wheeler Street #1014
 Seattle, WA 98199-3245
accounting@buildingtransparency.org
 Federal EIN: 842727715

Billing Contact Name:

Billing Contact Email:

Billing Address:

City, State ZIP:

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