

# TERMS & CONDITIONS

## 1. DEFINITIONS

The following terms shall have the following definitions:

“Acceptable Use Policy” means Convene’s Wireless Network Acceptable Use Policy, located at [convene.com/acceptable-use-policy](http://convene.com/acceptable-use-policy).

“Agreement” means the Membership Information Sheet, the House Rules, these Terms & Conditions, any policies or additional terms and conditions referenced herein, and any attachments, exhibits, amendments and supplements attached hereto, as each of the same may be amended from time to time by Convene in accordance with Section 9(b) of these Terms & Conditions.

“Anti-Money Laundering Laws” has the meaning set forth in Section 9(m) of these Terms & Conditions.

“Authorized Signatory” means the individual authorized to legally bind the Member Company, as identified in the Membership Information Sheet or subsequently designated in accordance with this Agreement. If no Authorized Signatory is designated on the Membership Information Sheet, all references to the Authorized Signatory in this Agreement shall be deemed to be references to the Primary Member.

“Billing Contact” means the Billing Contact identified in the Membership Information Sheet, or subsequently designated in accordance with this Agreement.

“Bookable Rooms” means the categories of rooms and/or the individual rooms designated on the Membership Information Sheet as “Bookable Rooms included in the Membership Fee” and “Bookable Rooms Subject to an Hourly Fee”.

“Building” means the building in which the Main Premises are located, as set forth in the Membership Information Sheet in the section labeled “Convene Location”.

“Business Days” means all weekdays, except local bank/government holidays.

“Business Hours” means 8:00 a.m. to 6:00 p.m. on Business Days; provided that, on days prior to local bank/government holidays, on Business Hours will end at approximately 2:00 p.m.

“Cancellation Policy” has the meaning set forth in the Membership Information Sheet.

“Commitment Term” means the time period for the duration of this Agreement set forth on the Membership Information Sheet, or as renewed, amended, or extended in accordance with Section 5(b) of these Terms & Conditions.

“Commons” means that portion of the WorkPlace designated by Convene for use by all Members and Guests, including Enclaves, Phone Booths and Nourish Cafe. The Commons specifically excludes WorkSuites, Bookable Rooms and any kitchen, storage space, IT closet or mechanical rooms.

“Convene,” “we” or “us” means the Convene entity party to this Agreement.

“Convene Parties” has the meaning set forth in Section 7(c) of these Terms & Conditions.

“Extraordinary Events” has the meaning set forth in Section 9(f) of these Terms & Conditions.

“Exit Form” has the meaning set forth in Section 5(c) of these Terms & Conditions.

“Guest” means an individual who is not listed on the Member List who has been granted access to the WorkPlace upon the request of a Member Company or its Members.

“House Rules” means the house rules listed on Appendix A of this Agreement, as the same may be amended from time to time by Convene.

“Main Premises” means those areas of the Building controlled by Convene.

“Member” or “Member Company” or “you” or “your” means the company, entity, or individual that enters into this Agreement with Convene, as identified in the Membership Information Sheet and each person included on the Member List that will be granted access to the WorkPlace and the Services as set forth in Section 3(a) of these Terms & Conditions. To the extent the Member Company is an individual, the terms of this Agreement applicable to both the Member Company and the Member, shall apply equally to such individual.

“Member and Guest Policies” means all of the provisions contained in Section 6 of these Terms & Conditions.

“Member List” means a list of all your currently active Members. The Member List may be amended from time to time in accordance with this Agreement, as set forth in Section 3(a) of these Terms & Conditions.

"Membership Fee" means the monthly Membership Fee identified in the Membership Information Sheet.

"Membership Information Sheet" means the Membership Information Sheet entered into by the Member Company and Convene.

"Payment Method" means your chosen method of making payment to Convene for the Services and other costs and fees contemplated by this Agreement identified in the Membership Information Sheet.

"Primary Member" means the Primary Member contact at the WorkPlace for the Member List identified in the Membership Information Sheet, or subsequently designated in accordance with this Agreement.

"Privacy Policy" means Convene's Privacy Policy located at [convene.com/privacy-policy](https://convene.com/privacy-policy).

"Property" means any of your, your Members', and your Guests' belongings, but excluding those provided by Convene in accordance with this Agreement.

"Renewal(s)" has the meaning set forth in Section 5(b) of these Terms & Conditions.

"Service Retainer" means the Service Retainer identified in the Membership Information Sheet.

"Services" has the meaning set forth in Section 2(a) of these Terms & Conditions.

"Start Date" means the Start Date identified in the Membership Information Sheet.

"Term" has the meaning set forth in Section 5(a) of these Terms & Conditions.

"Terms & Conditions" means these Terms & Conditions as set forth in this Agreement.

"Third Party Members" means any person or company using Convene's services at the WorkPlace other than the Member Company and your Members.

"WorkPlace" means those areas of Main Premises designated on the Membership Information Sheet as the "WorkPlace".

## 2. MEMBERSHIP

a. **Services.** Subject to the terms and conditions of this Agreement, we will provide to you (and your Members, as applicable) the services described below (the "Services"), provided that de minimis or non-material service interruptions shall not be deemed to be defaults pursuant to the terms of this Agreement so long as we are using best efforts to remedy such service interruptions in a timely manner:

- i. Non-dedicated access to the Commons and the Bookable Rooms included in the WorkPlace.
- ii. Regular maintenance of the Commons and the Bookable Rooms in the WorkPlace.
- iii. Access to and use of the shared Internet connection in accordance with the Wireless Network Acceptable Use Policy.
- iv. Use of printers, copiers and/or scanners made available to Members and Member Companies.

- v. Usage of the Bookable Rooms, subject to availability, prior reservation, and with respect to the rooms designated on the Membership Information Sheet as "Bookable Rooms Subject to an Hourly Fee", your payment of additional fees based on your usage.
- vi. Heat and air-conditioning in the Commons and the Bookable Rooms. Use of air conditioning or heating outside of Business Hours may incur an additional fee.
- vii. Electricity for reasonably acceptable office use.
- viii. Use, within the WorkPlace, of food and beverage amenities made available therein.
- ix. Opportunity to participate in Member-only events, benefits and promotions.

- b. **Reserved Rights.** We reserve the right to restrict the usage of portions of the Commons and the Bookable Rooms temporarily for private events or for any other reason in our sole discretion.

### 3. YOUR MEMBERS AND GUESTS

- a. **Updating the Member List.** Only those individuals set forth on your Member List will be deemed to be Members and entitled to the benefits described in this Agreement. Memberships are non-transferable unless granted approval by Convene. The Member List must be completed and submitted to Convene at least ten (10) business days prior to the Start Date in order for you and/or your Members to begin using, accessing, and/or receiving the Services on the Start Date. Your Primary Member may make changes to your Member List by emailing the email address specified for Convene on the Membership Information Sheet. The email requesting the change must include the name(s) and email address(es) of the departing and new Member(s) and the effective date of the change. You are solely responsible for ensuring the accuracy of the Member List and must update it promptly for all changes. All Members must be at least eighteen (18) years old.
- b. **Changes to or Removal of Primary Member or Authorized Signatory.** The Primary Member is intended to be Convene's primary contact regarding matters that involve your Members and the WorkPlace; however, Convene may also contact the Authorized Signatory regarding the same. We will be entitled to rely on communications to or from the Authorized Signatory or Primary Member as notice to or from the applicable Member(s) on the Member List.

The Authorized Signatory has the sole authority on behalf of the Member Company or the Members to make changes to or terminate this Agreement. Unless we receive instructions from the Authorized Signatory, if the individual designated as the Primary Member ceases to provide services to the Member Company or the Members, we will use our reasonable judgment in designating a replacement Primary Member, unless and until a replacement Primary Member is identified to us by the Member Company or the Members.

### 4. MEMBERSHIP FEES; PAYMENTS

- a. **Payments Due Upon Signing.** In conjunction with the delivery of an executed version of this Agreement, you must deliver to us, in the amount(s) set forth on your Membership Information Sheet, (i) the Service Retainer and (ii) the first month's Membership Fees.
- b. **Membership Fee.** During the Term of this Agreement, your Membership Fee will be due monthly and in advance as of the first (1st) day of each month. To the extent that you have elected to make payment via an approved form of automatic payment, your Membership Fee will be withdrawn/charged on the first (1st) day of the month. You agree to pay promptly all sales, use, excise, value added, and any other taxes which you are required to pay to any governmental authority (and, upon our request, will provide to us evidence of such payment within two (2) Business Days of our request). All taxes attributable to your Membership are included in your Membership Fee. The Membership Fee set forth on the Membership Information Sheet covers the Services for only the number of Members indicated in the Membership Information Sheet. Requests for additional Members shall be at our discretion and will result in additional fees.

On each annual anniversary of the Start Date the Membership Fee will be subject to an automatic three percent (3%) increase of the previous year's Membership Fee (regardless of whether the anniversary of the Start Date occurs during a Commitment

Term). The Membership Fee may also be subject to increase in conjunction with the entry into a Renewal, or new Commitment Term.

- c. **Invoices; Financial Information.** Convene will send or otherwise provide invoices and other billing-related documents, information and notices to the Primary Member, unless a different Billing Contact is indicated on the Membership Information Sheet. Change of the Billing Contact will require notice to Convene from the Authorized Signatory, such notice to be provided in accordance with the requirements for notice contained within this Agreement.
- d. **Late Fees.** If payment for the Membership Fee(s) is not made by the tenth (10<sup>th</sup>) of the month in which such payment is due, or if payment for any other accrued and outstanding fee is not made by the fifth (5<sup>th</sup>) of the following month, you will be responsible for paying the then-current late fee, as determined by Convene and reflect on the applicable invoice.
- e. **Form of Payment.** Payment of amounts due under this Agreement may only be made in the manner we specified as acceptable forms of payment to you during the membership sign up process, or that we subsequently post to our website, or otherwise provide to you in writing during the Term. You are required to inform us promptly of any changes to your payment information. Only a single Payment Method may be used at any given time to make payments under this Agreement. If the selected method of payment is a credit card, you are authorizing us to charge your card on a recurring monthly basis.
- f. **Outstanding Fees.** Any fees not paid when due will be charged in arrears on a monthly basis. When we receive funds from you, we will apply funds to the oldest balance first (including any interest due thereon), until all overdue amounts are paid in full. Once past balances are satisfied, any remaining portion of the funds will be applied to current fees due. If any payments remain outstanding after we provide notice to you of such outstanding payments, we may, in our sole discretion, withhold the Services or terminate this Agreement in accordance with Section 5(d).
- g. **No Refunds.** We shall not refund any fees or other amounts paid by you or your Members in connection with the Services.
- h. **Service Retainer.** The Service Retainer will be held as a retainer for performance of all your obligations under this Agreement. The Service Retainer is not intended to be a reserve from which you may pay outstanding fees, nor may you request that we do the same. The Service Retainer does not constitute liquidated damages; however, we may, in our discretion, deduct from the Service Retainer any and all fees and other costs due to us that remain unpaid at the time of termination or expiration of this Agreement. The Service Retainer (less any deductions) will be returned to you by bank transfer or by another method that we communicate to you within thirty (30) days (or earlier if required by applicable law) after the later of: (i) the termination or expiration of this Agreement, or (ii) the date on which you provide to us all account information necessary for us to make such payment. Return of the Service Retainer is also subject to your complete performance of all your obligations under this Agreement, including any post-termination or post-expiration obligations.

## 5. TERM AND TERMINATION

- a. **Term.** We have no obligation to provide you with the Services until the later of (i) the date on which we have received the payment of (a) the Service Retainer and (b) your first month's Membership Fee(s) or (ii) the Start Date. If the Start Date is a Business Day, you will be entitled to access the WorkPlace no earlier than 9:00 a.m. on the Start Date. If the Start Date is not a Business Day, you will be entitled to access the WorkPlace no earlier than 9:00 a.m. on the first Business Day after the Start Date. The Commitment Term and all subsequent Renewals shall constitute the "**Term**." This Agreement will continue until the expiration of the then effective Commitment Term or Renewal, or until earlier terminated in accordance with the terms hereof.
- b. **Commitment Term; Renewals.** The initial Commitment Term will commence on the Start Date and expire at the expiration of the period specified in the section entitled "Commitment Term" in the Membership Information Sheet. This Agreement will automatically renew at the current market rate and for a period equal to one (1) month (each such period, a "**Renewal**") unless Convene is informed by the Primary Member by submitting the Convene Exit Form ("**Exit Form**") pursuant to the Cancellation Policy described in the Membership Information Sheet.
- c. **Termination by You.** Other than as set forth in Section 2(d), you may only terminate this Agreement by delivering to us the Convene Exit Form (the "**Exit Form**") pursuant to the Cancellation Policy described in the Membership Information Sheet. **No request for termination shall be effective using any communication other than the Exit Form.** The Exit Form will be provided promptly upon your request **during Business Hours**. The Exit Form must be completely filled out and signed by the Authorized Signatory. The Exit Form must be submitted to the Convene general manager or Convene community manager for the applicable Convene Building, as stated on the Membership Information Sheet. You will not be entitled to proration with respect to the Membership Fee(s). For instance, if you stop accessing our WorkPlace before the last Business Day of April, you will still owe us the full Membership Fee for the full month of April. On the last Business Day prior to termination of this Agreement, we will revoke access to the WorkPlace no later than 4:00 p.m.
- d. **Termination or Suspension by Us.** We may withhold the Services or immediately terminate this Agreement: (i) upon a breach of this Agreement by you or any Member; (ii) upon termination, expiration or material loss of our rights in the Main Premises; (iii) if any outstanding fees are still due after we provide notice to you of no less than five (5) Business Days; (iv) if you or any of your Members fail to comply with the terms and conditions of our Wireless Network Acceptable Use Policy, or any other policies or instructions provided by us or applicable to you; or (v) at any other time by us in our sole discretion upon no less than five (5) Business Days' advance written notice. You will remain liable for past due amounts and for any breaches of this Agreement, and we may exercise our rights to collect due payment, despite termination or expiration of this Agreement.

In the event this Agreement is terminated by us pursuant to subsection (i), (iii) or (iv) above, in addition to any past due amounts or amounts due arising from a breach of this Agreement or other of your obligations arising under this Agreement, 100% of the Membership Fee for the remainder of the Commitment Term shall be immediately due and payable.

A Member will no longer be allowed to access the Services and is no longer authorized to access the Main Premises upon the earlier of (x) the termination or expiration of this Agreement; (y) your removal of such Member from the Member List or (z) our notice to you that such Member violated this Agreement or the House Rules.

- e. **Removal and Return of Property Upon Termination.** Prior to the termination or expiration of this Agreement, you will remove all of your, your Members', and your or their Guests' Property from the Main Premises. After providing you with five (5) Business Days advance notice, we will be entitled to dispose of any Property remaining in or on the Main Premises after the termination or expiration of this Agreement and we will not have any obligation to store such Property, and you waive any claims or demands regarding such Property or our handling of such Property. You will be responsible for paying any fees reasonably incurred by us relating to such removal. Following the termination or expiration of this Agreement, we will not forward or hold mail or other packages delivered to us.

## 6. MEMBER & GUEST POLICIES

In addition to any rules, policies and/or procedures that are specific to the Main Premises used by you and provided to you in writing by our landlord or by us:

a. **You acknowledge and agree that:**

- i. you and your Members shall comply with the House Rules. It is your responsibility to inform your Members and Guests of the requirements of the House Rules and to ensure their compliance therewith. You will be responsible for any breach of the House Rules by your Members or Guests;
- ii. you shall promptly notify us of any change to your contact and payment information;
- iii. we will provide notice to you of any changes to the Services, fees, the House Rules, or other updates by emailing the Primary Contact. It is your responsibility to read such emails and to ensure all your Members, if applicable, are aware of any changes, even if we notify such Members directly;
- iv. with respect to the Commons, all Members agree to adhere to the "clean desk" policy as defined in your Welcome Pack;
- v. the Commons and the Bookable Rooms may be modified, and access to the same may be restricted, for private events by us from time to time;
- vi. you will be responsible for any damage to any portion of the Main Premises or the Building (including any Property therein) due to the actions or inactions of you, your Members, or your Guests, but excluding normal wear and tear;
- vii. unless otherwise specified in this Agreement, no right to parking, a parking lot, or parking spaces has been provided to you, your Members, employees, agents, Guests or invitees; and
- viii. you consent to our non-exclusive, non-transferable use, both during the Term of this Agreement and following its expiration or termination, of your Member Company name and/or logo in connection with identifying you as a Member Company of Convene's alongside those of other Member Companies, on a public-facing "Membership" display on Convene's website as well as in video and other marketing materials. You warrant that your logo does not infringe upon the rights of any third party and that you have full authority to provide this consent. You may terminate this consent at any time upon thirty (30) days' prior notice to us.

You are responsible for informing your Members and Guests of the Member & Guest Policies contained in this Section 6 and informing your Members of other obligations within this Agreement applicable to Members, and ensuring their compliance with the same. Failure by you, your Members or your Guests to comply with the Member & Guest Policies and/or the House Rules may result in termination of this Agreement.

## 7. ADDITIONAL AGREEMENTS

- a. **Information Technology.** In order to utilize all the functionalities offered to Members, it may be necessary to install software onto a Member's computer, tablet, laptop, mobile device or other similar equipment. At your or your Member's request, we may assist in troubleshooting problems a Member may have with respect to printing, accessing the network connection or other issues. Such assistance is offered without warranty of any kind, and we will not be responsible for any damage to your equipment or loss of data resulting from troubleshooting assistance.

Convene provides Members with access to a shared Internet via a wired or wireless network connection. Members wishing to establish a private wired network (including a firewall device) for exclusive use and right of access must get prior approval for

the same from Convene IT, and additional fees may apply for the establishment of a private network. Members are solely responsible for the removal of the private network at the termination or expiration of this Agreement, or sooner as may be determined by you or us. To the extent that we incur any costs in connection with the installation or removal of a private network which are not otherwise paid by you, we may deduct such costs from the Service Retainer. You shall also be solely responsible for any monthly fees incurred relating to your private, secured wired network.

- b. **Disclaimer.** EXCEPT AS OTHERWISE STATED IN THIS AGREEMENT, WE ARE PROVIDING ACCESS TO THE WORKPLACE, THE SERVICES, THE MAIN PREMISES AND THE BUILDING TO YOU "AS IS", AND WE DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE WORKPLACE, THE SERVICES, THE MAIN PREMISES OR THE BUILDING, INCLUDING THE IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE. WE DO NOT WARRANT THAT THE WORKPLACE, THE SERVICES, THE MAIN PREMISES OR THE BUILDING WILL MEET YOUR REQUIREMENTS, THAT THEY MEET APPLICABLE LEGAL STANDARDS OR THAT THEY ARE SAFE AND SUITABLE FOR YOUR INTENDED USE.
- c. **Waiver of Claims.** To the extent permitted by law, you, on your own behalf and on behalf of your Members, employees, agents, Guests and invitees, waive any and all claims and rights against us, our landlords, our affiliates, parents, and successors and each of our and their employees, assignees, officers, agents and directors (collectively, the "Convene Parties") resulting from injury or damage to, or destruction, theft, or loss of, any property, person or pet, arising from or relating to your, your Members, employees, agents, Guests and invitees use of the Main Premises or the Building.
- d. **Limitation of Liability.** To the extent permitted by law, the aggregate monetary liability of all of the Convene Parties to the Member Company, all Members, employees, agents, Guests or invitees for any reason and for all causes of action, will not exceed the total Membership Fees paid by you to us under this Agreement in the twelve (12) months prior to the claim arising. None of the Convene Parties will be liable under any cause of action, for any indirect, special, incidental, consequential, or punitive damages, including loss of profits or business interruption. You acknowledge and agree that you may not commence any action or proceeding against any of the Convene Parties, whether in contract, tort, or otherwise, unless the action, suit, or proceeding is commenced within one (1) year of the occurrence giving rise to the cause of action. Notwithstanding anything contained in this Agreement to the contrary, you acknowledge and agree that you shall not commence any action or proceeding against any of the Convene Parties other than the Convene Party you are directly contracting with hereunder and the assets of such person for any amounts due or for the performance of any obligations in connection with this Agreement.
- e. **Indemnification.** You will indemnify and hold harmless the Convene Parties for any claims, losses, and damages arising from or relating to (i) injuries to property or persons occurring in or about the Main Premises, (ii) for theft, or the misappropriation of property in the Main Premises, or (iii) your use of the Main Premises or Building. You are responsible for the actions of and all damages caused by all persons that you, your Members or your or their Guests invite to enter any portion of the Building. You acknowledge and agree that you bear the risk of loss, damage, theft or misappropriation of all of your, your Members', Guests', invitees' and employees' property in the Main Premises and Building. You will indemnify and hold harmless the Convene Parties for any claims, losses, and damages arising from or relating to your use of the Main Premises or Building. You shall not make any settlement that requires an act or admission by us or imposes any obligation upon any of the Convene Parties without our written consent. No Convene Party shall be liable for any settlements made without its prior written consent.  
  
Convene will indemnify you from and against any and all claims, including third party claims, liabilities, and expenses, including reasonable attorney's fees, resulting from Convene's gross negligence or intentional misconduct in the performance of its obligations under this Agreement; provided that Convene's indemnity obligations shall be subject to the limitations on liability contained in Section 7(d).
- f. **Guaranty.** In consideration of the substantial direct and indirect benefits derived from the transactions under this Agreement, the Authorized Signatory, as principal obligor and not merely as surety, hereby absolutely, unconditionally and irrevocably guarantees to Convene the payment of all obligations of the Member Company and each Member under this Agreement, plus all costs, expenses and fees (including the reasonable fees and expenses of Convene's counsel) in any way relating to the enforcement or protection of Convene's rights hereunder (collectively, the "Obligations"). The Authorized Signatory agrees that whenever the Member Company or any Member does not pay any of the Obligations as and when they fall due, the Authorized Signatory shall promptly pay such Obligations to Convene upon written demand made upon Member Company by Convene at the address set forth in the Membership Information Sheet.
- g. **Insurance.** You are responsible for maintaining, at your own expense and at all times during the Term and for a period of one (1) year after, personal property insurance and commercial general liability insurance covering you and your Members for property loss and damage, injury to your Members and your Members' Guests, in form and amount appropriate to your business. You will ensure that Convene and the landlord of the applicable Building shall each be named as additional insureds on any such policies of insurance and that you waive any rights of subrogation you may have against Convene and the landlord of the applicable Building. You shall provide proof of insurance to us ten (10) Business Days prior to the Start Date, unless otherwise agreed to in writing by Convene.
- h. **Third Party Members.** We do not control and are not responsible for the actions of Third Party Members, or any other third parties. If a dispute arises between you, your Members, Third Party Members or their respective invitees or Guests, we shall have no responsibility or obligation to participate, mediate or indemnify any party.
- i. **Non-disparagement.** We reserve the right at any time to disclose any information about you or your Members we deem necessary to satisfy any applicable law, regulation, legal process or governmental request. You shall not, during and after the

Term, make any statements or comments of a defamatory or disparaging nature to any third party regarding Convene, or any of our officers, directors, employees, personnel, agents, policies, services or products, except as required to comply with applicable law.

- j. **Credit Check Authorization.** You hereby authorize Convene to request and obtain information regarding you from credit reporting sources, consumer reporting agencies, private credit reporting associations, or other third parties regarding your creditworthiness and credit history. You also authorize us to periodically obtain and use your credit report and other credit information provided by a credit-reporting agency, private credit reporting association, or third parties, during the Term of this Agreement.

## 8. DISPUTE RESOLUTION

- a. **Governing Law.** The terms of this Agreement and the transactions contemplated hereby shall be governed by and in accordance with the law of the State of New York, U.S.A. and the United States, without regard to the conflicts or choice of law provisions thereof and without regard to the United Nations Convention on Contracts for the International Sale of Goods or New York's or any other implementation of the Uniform Computer Information Transactions Act.
- b. **Exclusive Venue.** Except that either party may seek equitable or similar relief from any court of competent jurisdiction (and without the need for that party to post any security or bond in seeking such equitable or similar relief), any dispute, controversy or claim arising out of or in relation to this Agreement, or at law, or the breach, termination or invalidity of this Agreement, that cannot be settled amicably by agreement of the parties to this Agreement shall be finally settled in accordance with the arbitration rules of JAMS then in force, by one or more arbitrators appointed in accordance with said rules. The place of arbitration shall be the Borough of Manhattan, New York, New York, U.S.A. The parties hereby waive their right to trial by jury to the fullest extent permitted by law.
- c. **Proceedings; Judgment.** The proceedings shall be confidential and in English. The award rendered shall be final and binding on both parties and non-appealable. Judgment on the award may be entered in any court of competent jurisdiction. In any action, suit or proceeding to enforce rights under this Agreement, the prevailing party shall be entitled to recover, in addition to any other relief awarded, the prevailing party's reasonable attorneys' fees and other fees, costs and expenses of every kind in connection with the action, suit or proceeding, any appeal or petition for review, the collection of any award or the enforcement of any order, as determined by the arbitrator(s) or court, as applicable. This Agreement shall be interpreted and construed in the English language, which is the language of the official text of this Agreement.
- d. **Class Action Waiver.** Any proceeding to resolve or litigate any dispute in any forum will be conducted solely on an individual basis. Neither you nor we will seek to have any dispute heard as a class action or in any other proceeding in which either party acts or proposes to act in a representative capacity. No proceeding will be combined with another without the prior written consent of all parties to all affected proceedings. You and we also agree not to participate in claims brought in a private attorney general or representative capacity, or any consolidated claims involving another person's account, if we are a party to the proceeding. **YOU ARE GIVING UP YOUR RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR CLASS MEMBER ON ANY CLASS CLAIM YOU MAY HAVE AGAINST US INCLUDING ANY RIGHT TO CLASS ARBITRATION OR ANY CONSOLIDATION OF INDIVIDUAL ARBITRATIONS.**

## 9. MISCELLANEOUS

- a. **Nature of the Agreement; Relationship of the Parties.** Your agreement with us is the commercial equivalent of an agreement for accommodation in a hotel. The whole of the WorkPlace remains our property and in our possession and control. We are giving you the right to share with us the use of the WorkPlace so that we can provide the Services to you. This Agreement is a contractual arrangement that creates a revocable license for the use of the WorkPlace. Notwithstanding anything in this Agreement to the contrary, you and we agree that our relationship is not that of landlord-tenant or lessor-lessee and this Agreement in no way shall be construed as to grant you or any Member any title, easement, lien, possession or related rights in our business, the Main Premises or the Building or anything contained in or on the Main Premises or the Building. This Agreement creates no tenancy interest, leasehold estate, or other real property interest. The parties hereto shall each be independent contractors in the performance of their obligations under this Agreement, and this Agreement shall not be deemed to create a fiduciary or agency relationship, or partnership or joint venture, for any purpose. Neither party will in any way misrepresent the relationship established by this Agreement. In no case and in no circumstance shall any Member attempt to take up temporary or permanent residence in the Main Premises or the Public Areas or reside overnight in the Main Premises or the Public Areas.
- b. **Updates to the Agreement.** Changes to Membership Fees, will be governed by Section 4(b) of this Agreement. We may from time to time update this Agreement and will provide notice to you of these updates. You will be deemed to have accepted the new terms of the Agreement following the completion of one (1) full calendar month after the date we have provided notice of the update(s) to the Primary Contact. Continued use of the WorkPlace and Services beyond this time will constitute acceptance of the new terms.
- c. **Waiver.** Neither party shall be deemed by any act or omission to have waived any of its rights or remedies hereunder unless such waiver is in writing and signed by the waiving party.

- d. **Subordination.** This Agreement is subject and subordinate to our lease with our landlord of the Building and to any supplemental documentation and to any other agreements to which our lease with such landlord is subject to or subordinate. However, the foregoing does not imply nor establish any sublease or other similar interest in real property.
- e. **Recordation.** Neither party shall have the right to record this Agreement, the license granted hereby, or any memorandum thereof.
- f. **Extraordinary Events.** Convene will not be liable for, and will not be considered in default or breach of this Agreement on account of, any delay or failure to perform as required by this Agreement as a result of any causes or conditions that are beyond Convene's reasonable control ("Extraordinary Events"), including without limitation (i) any delays or changes in construction of, or Convene's ability to procure, any space in the Building, and (ii) any delays or failure to perform caused by conditions under the control of our landlord of the Building.
- g. **Severable Provisions.** Each provision of this Agreement shall be considered severable. To the extent that any provision of this Agreement is prohibited or invalidated, this Agreement shall be considered amended to the smallest degree possible in order to make the Agreement effective under applicable law.
- h. **Survival.** Sections 1, 2(d), 4 (to the extent any payments remain outstanding), 5(c), 5(d), 5(e), 5(f), 6(a)(viii), 7, 8, and 9 and all other provisions of this Agreement reasonably expected to survive the termination or expiration of this Agreement will do so.
- i. **Notices.** Any and all notices under this Agreement will be given via email and will be effective on the first Business Day after being sent. All notices will be sent via email to the email addresses specified on the Membership Information Sheet, except as otherwise provided in this Agreement. Convene may send notices to either (or both) the Primary Member or the Authorized Signatory, as Convene determines in its reasonable discretion. Notices related to issues with the Commons, the Bookable Rooms, the WorkPlace, the Building, or Third Party Members should be sent by the Primary Member to Convene. Notices related to this Agreement or the business relationship between you and Convene should be sent by your Authorized Signatory. In the event that we receive multiple notices from different individuals within your company containing inconsistent instructions, the Authorized Signatory's notice will control unless we decide otherwise in our reasonable discretion.
- j. **Headings; Interpretation.** The headings in this Agreement are for convenience only and are not to be used to interpret or construe any provision of this Agreement. Any use of "including," "for example" or "such as" in this Agreement shall be read as being followed by "without limitation" where appropriate. References to any times of day in this Agreement refer to the time of day in the WorkPlace's time zone.
- k. **No Assignment; No Sublicense.** You may not transfer, sublicense or otherwise assign or convey any of your rights or obligations under this Agreement (including by operation of law) without our prior consent. We may assign this Agreement without your consent.
- l. **OFAC.** You hereby represent and warrant that (i) neither you, nor anyone who directly or indirectly owns a 50% or greater economic or voting interest in you, nor any of your Members are or will be, at any time during the Term, an entity or individual listed on the Specially Designated Nationals and Blocked Persons List published by the U.S. Department of Treasury, as updated from time to time or is an entity domiciled under regions sanctioned by the U.S. Department of Treasury, (ii) neither you nor any of your Members are or will be, at any time during the Term, a government official, including without limitation an official or employee of any government, an official of a political party, or a candidate for political office, or a director, officer, employee, or "affiliate" (as defined in regulations under the U.S. Securities Exchange Act of 1934) of a government instrumentality and (iii) neither you nor any of your Members will, at any time during the Term, engage in any activity under this Agreement, including the use of Services provided by Convene in connection with this Agreement, that violates applicable U.S. economic sanctions laws or causes Convene to be in violation of such U.S. economic sanctions laws.
- m. **Anti-Money Laundering.** You hereby represent and warrant that at all times you and your Members have conducted and will conduct your operations ethically and in accordance with all laws, including but not limited to laws that prohibit commercial bribery and money laundering (the "Anti-Money Laundering Laws"), and that all funds which you will use to comply with your payments obligations under this Agreement will be derived from legal sources, pursuant to the provisions of Anti-Money Laundering Laws. You will provide us with all information and documents that we from time to time may request in order to comply with all Anti-Money Laundering Laws.
- n. **Anti-Corruption Laws.** Neither you nor any of your Members, your directors, officers, employees, agents, subcontractors, representatives or anyone acting on your behalf, (i) has, directly or indirectly, offered, paid, given, promised, or authorized the payment of any money, gift or anything of value to: (A) any Government Official or any commercial party, (B) any person while knowing or having reason to know that all or a portion of such money, gift or thing of value will be offered, paid or given, directly or indirectly, to any Government Official or any commercial party, or (C) any employee or representative of Convene for the purpose of (1) influencing an act or decision of the Government Official or commercial party in his or her official capacity, (2) inducing the Government Official or commercial party to do or omit to do any act in violation of the lawful duty of such official, (3) securing an improper advantage or (4) securing the execution of this Agreement, (ii) will authorize or make any payments or gifts or any offers or promises of payments or gifts of any kind, directly or indirectly, in connection with this Agreement, the Services or the WorkPlace. For purposes of this subsection (n), "Government Official" means any officer, employee or person acting in an official capacity for any government agency or instrumentality, including state-owned or controlled companies, and public international organizations, as well as a political party or official thereof or candidate for political office.

- o. **Brokers.** You hereby represent and warrant that you have not used a broker or realtor in connection with this Agreement, except as may be provided for in a separate Convene broker agreement. You hereby indemnify and hold us harmless against any claims arising from the breach of any warranty or representation of this paragraph.
- p. **No Construction Against Drafter.** No provision of this Agreement or any related document will be construed against or interpreted to the disadvantage of any party hereto by any court or other governmental or judicial authority by reason of such party having or being deemed to have structured or drafted such provision.
- q. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties relating to the subject matter hereof and shall not be changed in any manner except by a writing executed by both parties or as otherwise permitted herein. All prior agreements and understandings between the parties regarding the matters described herein have merged into this Agreement. In the event of any conflict between the Membership Information Sheet, on the one hand, and the House Rules and the Terms & Conditions on the other hand, the Membership Information Sheet shall prevail.