

# TERMS & CONDITIONS

## 1. DEFINITIONS

The following terms shall have the following definitions:

“Administrative Fee” has the meaning set forth in Section 3(b) (Administrative Fee and Taxes) of these Terms & Conditions.

“Agreement” means the Event Information Sheet, 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 the parties in accordance with Section 7(b) (Amendment and Waiver) of these Terms & Conditions.

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

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

“Buy-Out” means an Event for which Client has reserved all of the areas of the Main Premises that are designated by Convene for its Meetings & Events product.

“Cancellation Damages” has the meaning set forth in Section 4(b) (Termination by You) of these Terms & Conditions.

“Client” or “you” or “your” means the company or entity that enters into this Agreement with Convene, as identified in the Event Information Sheet.

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

“Convene Parties” has the meaning set forth in Section 5(e) (Waiver of Claims) of these Terms & Conditions.

“Event” means the Client’s event as indicated under “Booking Name” on the Event Information Sheet.

“Event Information Sheet” means the Event Information Sheet, attached hereto.

“Final Attendance Estimate” has the meaning set forth in Section 2(b) (Final Event Specifications) of these Terms & Conditions.

“Final Event Specification Due Date” means the date identified under “Final Event Specification Due Date” on the Event Information Sheet.

“Final Event Specifications” has the meaning set forth in Section 2(b) (Final Event Specifications) of these Terms & Conditions.

“Force Majeure Event” has the meaning set forth in Section 4(c) (Force Majeure) of these Terms & Conditions.

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

“Meeting Room(s)” means those areas of the Main Premises identified under “Meeting Rooms” on the Event Information Sheet.

“Minimum Guaranteed Participants” means the minimum participants guaranteed by the Client with respect to the Event, as identified in the Event Information Sheet.

“Minimum Guaranteed Revenue” means the minimum revenue guaranteed by the Client with respect to the Event, as identified in the Event Information Sheet.

“Outside Vendor” has the meaning set forth in Section 2(h) (Outside Vendors).

“Participant(s)” means your employees, invitees and guests attending the Event.

“Participant List Due Date” means the date identified under “Participant List Due Date” on the Event Information Sheet.

“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 Event Information Sheet.

“Program Execution Order” has the meaning set forth in Section 2(c) (Program Execution Order) of these Terms & Conditions.

“Public Areas” means those areas of the Main Premises designated for use by the Participants by Convene from time to time.

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

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"Taxes" has the meaning set forth in Section 3(b) (Administrative Fee and Taxes) of these Terms & Conditions.

"Term" has the meaning set forth in Section 4(a) (Term) of these Terms & Conditions.

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

"Third Party Clients" means any person or company using Convene's services at the Main Premises other than Client and its Participants.

## 2. EVENT POLICIES & PROCEDURES

- a. **Services.** Subject to the terms and conditions of this Agreement, we will provide to you and your Participants the services described below (the "Services"):
  - i. Dedicated access to the Meeting Room(s) and non-dedicated access (or in the case of a Buy-Out, dedicated access) to the Public Areas during the Event Hours.
  - ii. The offerings specified under "Package Description" on the Event Information Sheet.
  - iii. Access to and use of the shared Internet connection.
- b. **Final Event Specifications.** Client shall provide final Event specifications, including a final estimate of total Participants (the "Final Attendance Estimate"), menu selections, and other Event specifications (collectively, the "Final Event Specifications") to Convene by the Final Event Specification Due Date. Such Final Event Specifications are not eligible for reduction. In the event that Convene does not timely receive a Final Attendance Estimate or Final Event Specifications from Client, Convene will set and prepare for 5% more Participants than the number of Minimum Guaranteed Participants. Additional fees, plus Administrative Fees and Taxes, may apply for the following, to the extent applicable to the Event: (a) use of the meeting room for more than thirty (30) minutes past the contracted time period, (b) alcoholic beverage services, (c) bartenders, (d) security for valuable items, (e) additional security personnel, (f) shipping, handling and/or storage of materials, merchandise, exhibits or other items that Client wishes to send to and/or from Convene, (g) use of the freight elevator and/or loading dock, (h) coat check services, and, without limitation (i) any other add-on services; provided that, upon request, Convene shall use commercially reasonable efforts to apprise Client of any such fees in advance of the Event.
- c. **Program Execution Order.** Promptly after receiving the Final Event Specifications, Convene shall prepare, and each of Convene and the Client shall execute, an addendum describing the Final Event Specifications, detailed menus, set-up requirements, technology requirements and any other terms agreed by the parties, together with any additional costs not already provided for in this Agreement (the "Program Execution Order"). The Program Execution Order will be deemed part of this Agreement and, to the extent of any differences, shall constitute an amendment to this Agreement (including, for the avoidance of doubt, any increases to the Minimum Guaranteed Revenue); provided that nothing in the Program Execution Order shall be deemed to reduce the Minimum Guaranteed Revenue agreed by the parties as of the Effective Date and specified on the Event Information Sheet.
- d. **Participant List.** The Client shall provide to Convene a list of all Participants prior to the Participant List Due Date. If the Participant List is not received by Convene prior to the Participant List Due Date, (a) Convene cannot guarantee the pre-registration and printing of security badges for all Participants, and (b) the number of Participants indicated in the Program Execution Order shall be deemed to be the Minimum Guaranteed Participants.
- e. **Additional Participants.** Attendance by any Participants in excess of the Final Attendance Estimate or the Minimum Guaranteed Participants, as applicable, shall be subject to additional charges, which shall be due and payable prior to the Event. Any such charges not collected prior to the Event shall be included on the final invoice.
- f. **Building Access.** Convene and/or the Building may require certain personal information from Participants for health, safety, and/or security purposes or pursuant to building policies. You are responsible for informing Participants that they may need to provide such information, for promptly providing any such information and for the accuracy thereof. Convene will process personal information it collects in accordance with its privacy notice available at: <https://convene.com/privacy-policy/>. Any badges and other such items provided to you or your Participants for accessing the Building and the Meeting Room(s) are exclusively owned by us. Neither you nor your Participants may make any copies of any badges or other means of entry to the Meeting Room(s) or the Main Premises or lend, share or transfer any badges to any third party, unless authorized by us in advance. You may not allow any Participant(s) to enter the Building without registering such Participant(s) and performing any additional required steps according to our policies.
- g. **Removal and Return of Property.** Prior to your departure, you will remove all of your and your Participants' property from the Meeting Room(s) and 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 Meeting Rooms(s) or Main Premises after the termination or expiration of this

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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.

- h. **Outside Vendor Policy.** Client shall not engage any outside vendor (each an “Outside Vendor”) for the supply or management of any services or other aspects of the Event, including but not limited to culinary, technology, audio-visual or production unless Convene first approves such Outside Vendor in writing in advance in its sole discretion. Due to licensing requirements and for purposes of quality control and safety, all such arrangements must be made through Convene unless otherwise approved by Convene in writing in its sole discretion. As a condition to approval of an Outside Vendor by Convene, each Outside Vendor shall be required to provide an indemnification agreement and proof of adequate insurance, in each case in a form and amount reasonably satisfactory to Convene. All outside products or services that are not provided by Convene shall be subject to the Administrative Fee and Taxes based on the price per Participant that Convene would charge for such Service and the total number of Participants at the Event. In addition, additional fees may apply with respect to any technology or audio-visual services provided by any Outside Vendor.
- i. **Reserved Rights.** An affiliate of Convene or a third party hired by Convene may also provide the Services to you. Except in the case of a Buy-Out, we reserve the right to restrict the usage of portions of the Public Areas temporarily for private events or for any other reason in our sole discretion. Except in the case of a Buy-Out or in the event that there is no other suitable space within the Main Premises, we reserve the right to reassign the meeting rooms designated for the Event to another space within the Main Premises (depending on space availability) and request that meeting room names not be printed without Convene’s prior approval to avoid confusion for your Participants. In addition to the requirements under these Terms & Conditions, you agree to comply with any rules, policies and/or procedures provided to you in writing by our landlord or by us.
- j. **Public Areas & Convene Staff.** Except in the case of a Buy-Out, you acknowledge and agree that the Public Areas of the Main Premises is a shared space and that Third Party Clients may be making use of the space at the Main Premises during the Event. We expect that you will treat any Third Party Clients and any Convene staff members with the same respectful behavior as you treat Participants. Inappropriate conduct towards any Convene staff member will lead to immediate expulsion from the Main Premises.
- k. **Prohibited Activities.** Without limiting any of the other Terms & Conditions, no Participant may (i) smoke (including any electronic cigarettes, vaporizers, or similar products) inside the Building at any time, (ii) perform any activity or cause or permit anything that is reasonably likely to be disruptive or dangerous to us or any other Participant, or our or their employees, guests or property, including without limitation the Meeting Room(s) or the Main Premises, (iii) conduct or pursue any illegal or offensive activities or comport themselves to the community in a similar manner, (iv) engage in any sexual acts or sexually offensive conduct anywhere in the area controlled by Convene, (v) allow any person to enter the Building without registering such person as a Participant and performing any additional required steps according to our policies, (vi) bring any weapons of any kind, or any other offensive, dangerous, flammable or explosive, hazardous or inherently dangerous materials into the area controlled by Convene, (vii) bring illegal drugs into the area controlled by Convene, or (viii) misrepresent himself or herself to the Convene community. You are responsible for informing your Participants of the prohibitions contained in this clause (m) and informing your Participants of other obligations within this Agreement applicable to Participants. Should the attendance or behavior of any Participant be determined illegal, disruptive, inappropriate or potentially a legal or reputational liability, and/or inconsistent with the Terms & Conditions, Convene reserves the right to refuse service or entry, or to expel such Participant from the premises.
- l. **COVID-19 Policies.** You hereby acknowledge that, in light of the COVID-19 pandemic, Convene continues to enforce the Operating Standards & Safety Protocols and other policies and protocols related to COVID-19 available at <https://convene.com/coronavirus-covid-19-updates/> or otherwise communicated to you in writing by Convene (as such policies and protocols may be modified, amended or supplemented from time to time, the “**Convene Policies**”). Convene may also require that all individuals adhere to the social distancing measures, including, but not limited to wearing a mask and maintaining a distance of 6-feet from other Participants and Convene employees at all times, (as such measures may be updated from time to time in accordance with the applicable federal, state and local laws, regulations and guidelines) while on the Main Premises (“**Social Distancing**”). Accordingly, you agree on behalf of yourself and your Participants, that: (1) the number of people allowed in any contracted meeting space may not exceed what is permitted by applicable law; (2) you and your Participants shall abide by all applicable federal, state and local laws, regulations and guidelines, and any Convene Policies in effect on the date of the Event (the “**COVID-19 Laws and Policies**”) and you agree that you are solely responsible for the health and safety of the Participants attending the Event; (3) you are responsible for notifying each Participant, prior to the scheduled arrival date, of the physical layout of the contracted meeting space, that proof of vaccination status is required, and whether Social Distancing will be required in the contracted meeting space and on the Main Premises; and (4) you are aware of the inherent risks involved and assume all risks and hazards related to COVID-19 arising from or related to your and your Participants’ entry onto, and use of, the Main Premises.

### 3. FEES AND DEPOSITS

- a. **Fees.** In consideration of the Services to be provided by Convene to Client as described herein, Client agrees to pay to Convene the fees identified on the Event Information Sheet and described herein. In the event that the Client requests any changes to the Event specifications after the execution of the Program Execution Order, Convene reserves the right to adjust the fees accordingly. Any additional fees arising from changes to the Event specifications (as requested by the Client) shall be payable at least three (3) Business Days prior to the Arrival Date. Any on-site charges will be submitted on the final invoice and charged to the Client’s credit card. We shall not refund any fees or other amounts paid by you in connection with the Services, except as otherwise provided herein.

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- b. **Administrative Fee and Taxes.** All fees payable hereunder are subject to a 23% administrative fee (the "Administrative Fee") and to any applicable state and local taxes ("Taxes"). The Administrative Fee is intended to offset any administrative and other expenses associated with the Event and to cover basic house expenses, including base utilities, wear and tear on equipment, staff costs, insurance and regulatory compliance with building and environmental codes. Please be advised that the Administrative Fee is not in lieu of, or otherwise distributed as, gratuity or other staff compensation.
- c. **Deposits.** Unless otherwise agreed in a writing signed by both parties, Convene requires 50% of the total charges (including the Administrative Fee and Taxes) identified above to be paid as a deposit upon execution of this Agreement, unless the Arrival Date for the Event (as indicated on the Event Information Sheet) is less than thirty (30) days from the Effective Date, in which case Convene requires the Event to be paid in full prior to the Arrival Date. Deposits shall be due and payable in accordance with the schedule set forth on the Event Information Sheet.
- d. **Minimum Guaranteed Revenue.** The rates offered to the Client by Convene are based in part upon the total gross revenue anticipated to be payable to Convene by the Client in connection with the Event. As such, the Client hereby guarantees that the amount payable to Convene by the client in connection with the Event shall not be less than the Minimum Guaranteed Revenue. If the total charges payable in connection with the Event (excluding the Administrative Fees and Taxes, which shall not be applied toward the Minimum Guaranteed Revenue) are less than the Minimum Guaranteed Revenue, the Client shall pay any shortfall as additional room rental fees. Any additional charges for Convene's production, security, and technology teams, as well as additional charges for weekend and evening events, shall not be applied toward the Minimum Guaranteed Revenue.
- 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 booking 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.
- f. **Credit Card Authorization.** Upon request, Convene may require that the Client place a credit card on file for all Events regardless of intended payment method. If you are paying by a payment method other than credit card, you will still receive a link to our secure online credit card portal where you will enter your credit card information for authorization. Unless you elect to pay all fees by credit card, no charges will be made to your credit card unless needed to enforce any portion of this agreement. Your credit card information is only stored in our secure encrypted payment portal. Convene never has access to your full credit card information.
- g. **Late Fee Grace Period.** Convene shall provide written notice to Client of Client's failure to pay any deposit or other outstanding fees on time. Client shall have five (5) Business Days from the date of such notice to pay such overdue amounts. If, after such period, Client has still not paid the overdue amounts, Convene reserves the right, in its sole discretion, to (i) require immediate full pre-payment of all remaining deposits, (ii) apply a 10% late fee to any outstanding amounts and/or (iii) cancel the Event and terminate this Agreement. In the event of a termination pursuant to this Section 3(g), 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.

#### 4. TERMINATION

- a. **Term.** The term of this Agreement (the "Term") commences on the Effective Date and continues thereafter until the completion of the Services as set forth in this Agreement, unless and until terminated as provided in this Section 4.
- b. **Termination by You.** In the event that the Client wishes to cancel the Event, Client shall provide written notice to Convene as soon as practicable. In the event of a cancellation, the Client shall be required to pay liquidated damages ("Cancellation Damages") to Convene, in an amount calculated as a percentage of the Minimum Guaranteed Revenue and Administrative Fees, as indicated on the Event Information Sheet, plus Taxes. The parties intend that the Cancellation Damages constitute compensation, and not a penalty. The parties acknowledge and agree that Convene's harm caused by a Client cancellation for convenience would be impossible or very difficult to accurately estimate at the time of the cancellation, and that the Cancellation Damages are a reasonable estimate of the anticipated or actual harm that might arise from a Client cancellation for convenience. Provided that Client has not otherwise breached this Agreement, the Client's payment of the Cancellation Damages (plus Administrative Fees and Taxes) is the Client's sole liability and entire obligation and Convene's exclusive remedy for any Client cancellation for convenience. If the Client requests to reschedule the Event after execution of the Agreement, the Event will be treated as a cancellation.
- c. **Force Majeure.** Upon any Force Majeure Event (as defined below), either party may terminate this Agreement without liability to the other party, by providing written notice to the other party as soon as reasonably practical (but in no event longer than ten (10) days) after learning of such Force Majeure Event, which notice shall set forth the basis for such termination. "Force Majeure Event" means any unforeseen event or circumstance beyond the parties' reasonable control (including, but not limited to, acts of God, declared war in the continental United States, terrorist attacks in the city in which the Main Premises is located, or civil disorder within a five (5) mile radius of the Main Premises) that makes it illegal or impossible to provide or use the Main Premises. In the case of termination pursuant to this provision, Convene shall credit 100% of the deposits or other amounts prepaid pursuant to this Agreement to a future meeting (the "Rebooked Event") of equal or greater value to this Event to the extent scheduled for a date within twelve (12) months of the cancelled Event. Convene does not guarantee future availability at any location, and any credits not used within the twelve (12) month period following the cancelled Event dates shall automatically expire. For the sake of clarity, financial disability or hardship shall not constitute a Force Majeure Event. In addition, Convene will not be liable for,

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and will not be considered in default or breach of this Agreement due to, any delay or failure to perform hereunder that is caused by (i) any delays in construction within the Building, and (ii) any delays or failure to perform caused by conditions under the control of our landlord of the Building.

## 5. ADDITIONAL AGREEMENTS

- a. **Client Logo.** You consent to our non-exclusive, non-transferable use, both during the Term and following its expiration or termination, of your name and/or logo in connection with identifying you as a client of Convene's alongside those of other clients, 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.
- b. **Convene Intellectual Property.** Neither you nor any Participant may take, copy or use for any purpose the name "Convene" or any of our other business names, trademarks, service marks, logos, trade dress, other identifiers or other intellectual property or modified or altered versions of the same, or take, copy or use for any purpose any pictures or illustrations of any portion of the area of the Building controlled by Convene, without our prior consent, and this provision will survive termination of this Agreement.
- c. **Disclaimer.** EXCEPT AS OTHERWISE STATED IN THIS AGREEMENT, WE ARE PROVIDING THE MEETING ROOM(S), THE SERVICES, THE MAIN PREMISES AND THE BUILDING TO YOU "AS IS", AND WE DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE MEETING ROOM(S), 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 MEETING ROOM(S), 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.
- d. **Insurance.** You are responsible for maintaining, at your own expense and at all times during the Term, insurance reasonably commensurate with all activities arising from or connected with the Event, including, but not limited to, general liability insurance, with limits not less than \$1,000,000 per occurrence, covering personal injury, property damage and other liability arising from your Event. 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. With respect to any claims or other liability for which you are responsible, your insurance will apply as primary to any insurance maintained by the Convene Parties. Upon our request, you shall provide proof of insurance to us prior to the date of the Event.
- e. **Waiver of Claims.** To the extent permitted by law, you, on your own behalf and on behalf of your Participants, employees and agents, 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 Participants, employees and agents use of the Meeting Room(s), the Main Premises or the Building, except in the case of gross negligence or willful misconduct of the undersigned Convene Party.
- f. **Limitation of Liability.** To the extent permitted by law, the aggregate and cumulative monetary liability of all of the Convene Parties to you or your Participants, employees, agents, guests or invitees for any reason and for all causes of action, will not exceed the total fees actually paid by you to us under this Agreement with respect to the Event. Without limiting the foregoing, 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 even if the Convene Parties have been advised of the possibility of the same. Each party acknowledges and agrees that it may not commence any action or proceeding against the other party, 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 nor have any recourse with respect to any of the Convene Parties other than the Convene Party you are directly contracting with hereunder and the assets of such entity for any amounts due or for the performance of any obligations in connection with this Agreement.

TO THE FULLEST EXTENT PERMITTED BY LAW, YOU HEREBY KNOWINGLY, VOLUNTARILY AND EXPRESSLY ASSUME ALL RISKS REGARDING AND FULLY RELEASE CONVENE PARTIES FROM AND AGAINST ANY AND ALL ACTIONS, CAUSES OF ACTION, SUITS, CLAIMS, RIGHTS, DAMAGES, LOSSES, EXPENSES OR DEMANDS OF ANY KIND OR NATURE WHATSOEVER ("CLAIMS") WHICH YOU HAVE NOW OR MAY IN THE FUTURE HAVE IN CONNECTION WITH THE EXPOSURE, INFECTION AND/OR SPREAD OF COVID-19 IN ANY WAY ARISING FROM THEIR PRESENCE ON THE MAIN PREMISES, INCLUDING, BUT NOT LIMITED TO, ANY AND ALL CLAIMS FOR ANY BODILY INJURY, INCLUDING DEATH, WHICH YOUR PARTICIPANTS MAY SUFFER OR SUSTAIN AS A CONSEQUENCE OF EXPOSURE TO COVID-19 VIRUS, AND ANY AND ALL SUCH CLAIMS ARE HEREBY UNCONDITIONALLY WAIVED.

- g. **Indemnification.** You will indemnify and hold harmless the Convene Parties for any damages, claims, losses, penalties, fines or liabilities (including any reasonable attorney fees or costs) 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, (iii) you or your Participants' use of the Meeting Room(s), Main Premises or Building, and (iv) the negligence or willful misconduct by your or your Participants (including, without limitation, any Outside Vendor), (v) Social Distancing or lack thereof on the Main Premises, failure of your

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Participants to comply with the vaccination requirements, applicable COVID-19 Laws and Policies or otherwise related to the actual or alleged exposure, infection and/or spread of COVID-19 and your or your Participant's presence on the Main Premises, except to the extent arising out of Convene's gross negligence or willful misconduct with respect to items (i) through (iv). You are responsible for the actions of and all damages caused by Participants and all persons that you or your Participants invite to enter any portion of the Building (including, without limitation, any Outside Vendor). You acknowledge and agree that you bear the risk of loss, damage, theft or misappropriation of all of your and your Participants' property in the Main Premises and Building and the liability for the same. 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.

- h. **Non-disparagement.** 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.
- i. **Third Party Clients.** We do not control and are not responsible for the actions of Third Party Clients or any other third parties (other than any third parties engaged by Convene for the provision of Services). If a dispute arises between you, your Participants, Third Party Clients or their respective invitees or guests, we shall have no responsibility or obligation to participate, mediate or indemnify any party. For the avoidance of doubt, no Third Party Clients shall be present during a Buy-Out.

## 6. 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.
- 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.

## 7. MISCELLANEOUS

- a. **Relationship of the Parties.** 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.
- b. **Amendment and Waiver.** This Agreement may only be amended, modified, or supplemented by an agreement in writing signed by each party hereto. 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.
- c. **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.
- d. **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.
- e. **Survival.** Sections 1 (Definitions), 3 (Fees and Deposits) (to the extent any payments remain outstanding), 4(b) (Termination by You), 4(c) (Force Majeure), 5(a) (Client Logo), 5(b) (Convene Intellectual Property), 5(h) (Non-disparagement), 6 (Dispute Resolution) and 7 (Miscellaneous) and all other provisions of this Agreement reasonably expected to survive the termination or expiration of this Agreement will do so.

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- f. **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 Event Information Sheet with a copy to [legal@convene.com](mailto:legal@convene.com), except as otherwise provided in this Agreement.
- g. **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 Convene's time zone.
- h. **No Assignment; No Sublicense.** You may not assign, 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. For purposes of this Section 7(h), (i) an assignment shall include a Change of Control and (ii) a "Change of Control" shall mean any transaction or series of related transactions in which one or more affiliated parties that previously did not own at least a fifty percent (50%) interest in Client obtains at least a fifty percent (50%) interest in Client, or in which a third party acquires all or substantially all of Client's assets.
- i. **Compliance with Law.** You hereby represent and warrant that you are in compliance with all applicable laws, ordinances, codes, rules, requirements and regulations of foreign, federal, state and local governments and all agencies thereof relating to the operation of your business and the maintenance and operation of your properties and assets. We reserve the right at any time to disclose any information about you or your Participants we deem necessary to satisfy any applicable law, regulation, legal process or governmental request.
- j. **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.
- k. **Entire Agreement.** This Agreement executed by the Member Company constitute 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 Event Information Sheet and the Terms & Conditions, the Event Information Sheet shall prevail.

Convene Initials:

Client Initials: