

## SOCIAL TABLES PLATFORM ACCESS TERMS AND CONDITIONS

This Agreement sets forth the terms and conditions pursuant to which the Customer has the right to access and use the Social Tables Platform, and is effective as of the date the last of both party's authorized representatives sign the Order, whether or not through an electronic "signature," including through use of Social Tables' electronic contract acceptance process, or the "Effective Date" if otherwise specified.

### 1. DEFINITIONS.

- a. "**Agreement**" means the agreement between Social Tables and the Customer regarding the provision of the Social Tables Platform, consisting of these terms and conditions and the applicable Order and no other document.
- b. "**Customer**" means the party identified as the "Subscriber" on the Order referencing this Agreement or attached to this Agreement.
- c. "**Customer Data**" means all data and content uploaded by the Customer to and stored on Social Tables' servers as well as all data and content uploaded by Social Tables as part of the service integration and customization, including all Floor Plans.
- d. "**Floor Plans**" means all renderings of a physical space uploaded to the Customer's instance of the Social Tables Platform in a system supported format (e.g., a PDF, image file, acceptable CAD file or Social Tables' proprietary FPC2 (or later) data file) but excluding Social Tables' proprietary data structure for storing and representing such Floor Plans.
- e. "**Order**" refers to the Social Tables' quote executed (either electronically or by physical signature) by Customer in a timely fashion that identifies the Customer and the variable terms of this Agreement, including the start and end date of the Initial Term, the name of Customer and the property(ies) using the Social Tables Platform (consisting of the products identified in the Order), the fees, and the number of authorized users or a statement that it is an "Unlimited License" if there are no limits on the number of authorized users as well as the number of properties or a statement that it is an "Unlimited Properties" if there are no limits on the number of properties to be included in Customer's instance of the Social Tables Platform.
- f. "**Social Tables Platform**" means the basic cloud-based event diagramming platform and the sales and catering system, as designated on the applicable Order and provided by Social Tables, as well as any add-on, optional or enhanced cloud-based products that Social Tables offers as add-ons to the basic platform that are expressly listed on the Order (if any).

### 2. SOCIAL TABLES PLATFORM.

- a. **Social Tables Platform.** Customer's right to access and use the Social Tables Platform commences on the "**Start Date**," which is the later of the date specified in the Order or the date an access code for the Social Tables Platform is first provided to Customer. Social Tables will provide to Customer access to the Social Tables Platform promptly after receipt from Customer of the necessary details of the initial user associated with the account. This access shall include licenses for the number of users as described on the Order (either a fixed number of users or an unlimited number of users). Social Tables reserves the right to change, improve and/or update the Social Tables Platform from time to time in its sole discretion, and to provide such changes, improvements and/or updates to Customer at no additional cost so long as it is not a feature or functionality that Social Tables offers to its other customers as a separate product at an additional charge.
- b. **Social Tables Sales & Catering System.** Customers subscribing to the Social Tables Sales & Catering System ("System") in a duly executed Order shall have access to Social Tables' group booking management and customer-relationship-management application for use in the property(ies) listed in each applicable Order and located in the United States only. As between Customer and Social Tables, Customer is solely responsible for inputting any data necessary to utilize the System, including but not limited to any data from Customer's property management system. Customer may utilize the System to create and generate contracts and invoices for its group bookings, including event, room and catering bookings directly from the System, provided Customer is solely responsible for the legality and accuracy of such contracts and invoices. Customer shall indemnify, defend and hold Social Tables, its affiliates, and their respective officers, directors, employees, agents and advisors, harmless from and against any and all liability, damages, costs or expenses (including reasonable attorneys' fees) that are or may be sustained or incurred by an indemnified party as a result of any asserted claim or claims related any contracts or invoices generated through the System.
- c. **User Limits.** Customer has the ability to set up and change user accounts. Customer agrees that each user account shall be assigned to, and Customer shall cause it to be used exclusively by, a single individual (e.g., no creation of generic or shared user accounts). Except when provided otherwise on an Order, users are limited to employees of Customer and independent contractors acting as temporary employees (e.g., no granting user accounts to independent contractors that would use such accounts outside of the work they are performing on behalf of Customer). Where an Order specifies a limited number of users, Customer may re-assign a user account where the person initially assigned such account has left the employ of Customer or changed job assignments to a new job where use of the Social Tables Platform is not part of such job responsibilities. However, Customer shall not reassign such user account as a means of sharing use of the Social Tables Platform within Customer's operations, rather, Customer shall purchase additional users as required.

### 3. FEES AND EXPENSES

- a. **Fees.** Customer shall pay all fees or charges specified on the initial Order of this Agreement within thirty (30) days unless specified otherwise on the Order of this Agreement. All payment obligations are non-cancelable and all amounts paid are nonrefundable. All pricing terms are confidential, and Customer agrees not to disclose them to any third party. Payment shall be by check, unless otherwise specified on your Order Form. Social Tables may impose a special handling charge of 3-5% if special invoicing requirements apply (such as EDI, third party systems such as Ariba, or other dedicated invoicing systems). Annual fees are charged per annum. As an example, if the Order Form Term spans three years, Customer will be charged the annual amount three times. Except where prohibited by applicable law, if Customer pays any fees due hereunder via credit or debit card, then Social Tables reserves the right to charge Customer an additional fee equal to three percent (3%) of the amount charged, and Customer hereby consent to such charge being made against the credit or debit card.
- b. **Expenses.** If Customer has purchased onsite training or other onsite service and personnel from Social Tables travel outside of their home city to meet with Customer, upon Customer's prior approval and subject to any expense guidelines of Customer, Customer shall reimburse Social Tables for actual, reasonable travel and out-of-pocket expenses incurred for such travel thirty (30) days from invoice date.
- c. **Acknowledgment.** Customer acknowledges and agrees that the level of the Fees under this Agreement have been set based on the application of the limitations described in Sections 9(a) and 9(b) below, and that Social Tables relied upon the inclusion of such limitations in considering entering into this Agreement and establishing its prices as set forth in the Order.
- d. **Overdue Payments.** In addition to any other remedies available to Social Tables hereunder, if Customer fails to pay any amounts when due, Customer shall pay Social Tables a late payment charge equal to 1.5% per month (or the highest rate permitted by law, if lower), together with all costs and expenses, including reasonable attorneys' fees, incurred by Social Tables in collecting such overdue amounts. In addition, without limiting its rights or remedies, Social Tables may suspend access to the platform until such amounts are paid in full.
- e. **Taxes.** The fees are exclusive of all federal, state, local and foreign taxes, levies and assessments, excluding any tax based on Social Tables' net income. Taxes will not be invoiced to Customer if it provides to Social Tables evidence of a valid tax exemption.

### 4. TERM AND TERMINATION

- a. **Term.** The initial term for provision of the Social Tables Platform shall be the time period specified in the Order, or if no such term is stated, then for a period of one (1) year, in either case commencing on the Start Date (the "**Initial Term**").
- b. **Renewal.** Social Tables will deliver to Customer a renewal Order for the applicable fees during the Renewal Term in advance of the end of the then-current Term. Customer promptly shall advise Social Tables if it does not desire for the Agreement to renew. This Agreement will renew if: (i) Customer elects to pay a subsequent invoice for the Social Tables Platform, or (ii) Customer continues to use the Social Tables Platform past the then-current Term, in either case for a one-year period (either of (i) or (ii) are each referred to as a "**Renewal Term**" and together with the "Initial Term," referred to herein as the "**Term**"). However, either party may terminate this Agreement upon delivering written notice to the other party immediately upon delivery of such notice during any Renewal Term if the fees identified in the renewal Order have not yet been paid.
- c. **Termination of this Agreement.**
  - i. Either party may terminate the Agreement if the other party materially breaches any material term or condition of this Agreement and fails to cure such breach within thirty (30) days after receipt of written notice.
  - ii. Either party may terminate this Agreement if the other party (1) terminates or suspends its business activities, (2) becomes insolvent, admits in writing its inability to pay debts as they mature, makes an assignment for the benefit of creditors, or becomes subject to control of a trustee, receiver or similar authority, or (3) becomes subject to any bankruptcy or insolvency proceeding, or proceeding involving the protection of or from its creditors, that is not dismissed within sixty (60) days.
- d. In the event of non-payment by the Customer, Social Tables may accelerate and declare all sums due, and to become due under this Agreement, immediately payable without notice or demand.
- e. If Customer fails to pay fees when due, then Customer shall also be liable for all fees due during the term of the Order Form and any additional expenses (including but not limited to reasonable attorneys' fees and accrued interest) Social Tables incurs in collecting such delinquent fees.
- f. **Effects of Termination.** Each party's obligations under Sections 6 and 9 of this Agreement shall survive termination or expiration of the Agreement. Termination shall be in addition to, and shall not prejudice, each party's remedies at law or in equity.

## 5. RESTRICTION OR SUSPENSION

- a. **Suspension.** Social Tables reserves the right to suspend Customer access to the Social Tables Platform if, (i) Customer is delinquent in payment by more than thirty (30) days or (ii) in Social Tables' sole judgment, an immediate restriction or suspension is necessary to protect the Social Tables Platform, Social Tables' network or Social Tables' ability to provide the Social Tables Platform to its other customers. Additionally, Social Tables may suspend user accounts up to the number of users in excess of those permitted under the Order if Social Tables has reason to believe the user number has been exceeded. Social Tables shall promptly restore access when the reason for such suspension is resolved.
- b. **Data Retention.** Social Tables reserves the right to impose a reconnection fee, not to exceed \$500, in the event Customer is suspended for a reason caused by Customer and thereafter Customer requests renewed access to the Social Tables Platform. Customer acknowledges and agrees that Social Tables has no obligation to retain Customer Data when an account is suspended or after expiration or termination of this Agreement, and that such Customer Data may be irretrievably deleted if Customer account is thirty (30) days or more delinquent.

## 6. LICENSES, OWNERSHIP, AND RESERVATION OF RIGHTS

- a. **Ownership of Intellectual Property.** Each party retains any and all pre-existing right, title and interest in and to its website/s, Marks (defined below), intellectual property, Customer Data (in the case of Customer), the Social Tables Platform (in the case of Social Tables), and all modules and components thereof, including Social Tables' proprietary Floor Plan data format and all data created by Social Tables in such format. Customer understands and acknowledges that Social Tables retains ownership of all intellectual property rights in and to the Social Tables Platform and all methodologies, techniques, processes and the like embodied therein or used to create any changes to the Social Tables Platform during the Term, whether or not proposed by Customer, and Social Tables may use and provide any such changes in the course of other engagements for its other customers. This Agreement shall not be construed in any manner as transferring any rights of ownership to any intellectual property owned by a party to the other. Under no circumstances shall this Agreement be construed as granting, by implication, estoppel or otherwise, a license to any intellectual or other property or components thereof other than as specifically granted in this Agreement.
- b. **Use of Social Tables Platform.** Social Tables hereby grants to Customer a limited, revocable, non-exclusive, non-transferable, worldwide (except where prohibited or restricted by applicable law) right to access and use the Social Tables Platform solely for the purposes described in this Agreement. Customer's use of the Social Tables Platform (i.e., logon access to the Social Tables Platform and not use of any printed event plans generated by the Social Tables Platform) is limited to employees of Customer, including independent contractors acting as temporary employees, but excludes any other service providers or independent contractors, particularly those that facilitate or otherwise participate in the events whom are required to acquire their own access to the Social Tables Platform. Further limitations on how Customer may use the Social Tables Platform may be outlined in the Order. All rights not expressly granted to Customer are reserved by Social Tables and its licensors. Except as expressly permitted by Social Tables, Customer shall not: (i) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the Social Tables Platform in any way; (ii) reverse engineer, decompile, modify, translate, disassemble (except to the extent that this restriction is expressly prohibited by law) or create derivative works based upon Customer's access to or usage of the Social Tables Platform; (iii) rent, lease or otherwise transfer rights to any aspect of the Social Tables Platform; or (iv) take any act to remove, obscure, interfere with or modify the presentation or functionality of any aspect of the Social Tables Platform. Customer further agrees that, upon termination or expiration of this Agreement, Customer shall no longer have the right to use the Social Tables Platform. This license shall terminate automatically upon the termination or expiration of this Agreement.
- c. Social Tables will provide Customer online access to and use of the Social Tables Platform via the Internet by use of a Customer-provided browser. The Social Tables Platform will be hosted on a server that is maintained by Social Tables or its designated third-party supplier or data center. Customer is solely responsible for obtaining and maintaining at its own expense, all equipment needed to access the Social Tables Platform, including but not limited to Internet access and adequate bandwidth.
- d. **Third Party Content.** Customer understands and agrees that any third party data, content, materials or software ("Third Party Content") which may be published on the Social Tables website or otherwise made available through the Social Tables Platform may be subject to third party licenses, that such licenses may be altered or revoked at any time by the applicable third party licensor, and that, provided there is no material reduction of functionality in the Social Tables Platform, removal or alteration of Third Party Content shall not constitute a material breach of this Agreement or any Order Form.
- e. **Use of Marks.** Subject to the terms and conditions of this Agreement, each party grants to the other a non-transferable (except as provided herein), non-exclusive, royalty-free right to reproduce and display the other party's logos, trademarks, trade names and other similar identifying material (the "**Marks**") solely for the purposes described herein and in accordance with the owner's established usage policies and procedures, as may be modified from time to time in the owner's sole discretion and as supplied to the other party. In connection with such licenses, each party shall have the unilateral right to establish such quality standards and additional terms and conditions as such party deems necessary to reasonably protect its Marks. All use of a party's Marks by the other shall inure solely to the benefit of the party that owns the Marks. This license and all sublicenses thereto shall terminate automatically upon the termination or expiration of this Agreement.
- f. **Customer Identification.** Customer agrees that Social Tables may identify Customer as a user of Social Tables products and may use Customer's name and logo in Social Tables' customer list, press releases, blog posts, advertisements, and website.

g. **Customer Story.** Customer agrees to participate in the following co-marketing activities: press release (upon launch or other agreed-upon milestone), case study and video testimonial. Customer also agrees to consider Social Tables' – sponsored and industry webinar and speaking engagements as may be invited by Social Tables – the participation, timing and content of which to be mutually agreed upon between the Parties.

h. **License to Customer Data.**

- i. Customer hereby grants Social Tables a non-transferable (except as provided herein), royalty-free (except as provided herein), non-exclusive, worldwide license to display, transmit, distribute, copy, store and/or reproduce the Customer Data on or through the Social Tables Platform and to disclose Customer Data to third party service providers for Social Tables to operate the Services. Additionally, Social Tables may use, display, transmit, distribute, copy, store, provision into and/or reproduce the Floor Plans as part of the Social Tables Platform as well as in other Social Tables' products during and after the Term until promptly after such time as Customer requests in writing that Social Tables cease such activities with respect to any Floor Plan identified in such writing.
- ii. Subject to the terms of this Section, Customer acknowledges and agrees that Social Tables may use all data inputted into or collected by the Social Tables Platform, including but not limited to data related to service utilization and Customer Data, on a historical, aggregated and anonymous basis (collectively, "Aggregate Data") in compliance with applicable laws to provide the Social Tables Platform and for any commercial purposes, including but not limited to the distribution and provision of the Aggregate Data to other Social Tables or its affiliates' customers and for the preparation and distribution of benchmarking, research, and/or analytical materials. Aggregate Data shall not identify Customer as the source of any specific data, pattern or finding, nor shall it include any personally identifiable information of any individual users of the Social Tables Platform. Social Table shall maintain appropriate security measures for all Aggregate Data in accordance with the terms and conditions of this Agreement. Social Tables will be the sole and exclusive owner of all right, title and interest to such Aggregate Data and, notwithstanding anything to the contrary, shall be free to use and disclose on a world-wide and royalty-free basis the Aggregate Data for its business purposes including, but not limited to, publicizing usage of the Social Tables Platform, providing information on general industry trends, and providing benchmarking data to Social Tables' customers.
- iii. Customer shall indemnify, defend and hold Social Tables, its affiliates, and their respective officers, directors, employees, agents and advisors, harmless from and against any and all liability, damages, costs or expenses (including reasonable attorneys' fees) that are or may be sustained or incurred by an indemnified party as a result of any asserted claim or claims that the Customer Data infringes or misappropriates the intellectual property right of any person or entity.

## 7. CUSTOMER'S RESPONSIBILITIES

- a. Customer is legally and financially responsible for all activity occurring under Customer accounts. Customer shall notify Social Tables immediately of any unauthorized use of any password or account.
- b. Customer is responsible for any use of the Social Tables Platform, including without limitation for any data, materials and content (including the adequacy and accuracy thereof) uploaded to or transmitted using the Social Tables Platform by Customer or Customer's employees or agents. Even though Social Tables maintains redundant servers, Customer is responsible for the backup of Customer data used in conjunction with the Social Tables Platform.
- c. Customer represents and warrants that it is not and will not provide the Social Tables Platform to any entity incorporated in or resident in a country subject to economic or trade sanctions by the U.S. State Department and/or OFAC or are listed as a "Specially Designated National," a "Specially Designated Global Terrorist," a "Blocked Person," or similar designation under the OFAC sanctions regime. Any breach of this Section shall be deemed a material breach of this Agreement and Social Tables may immediately terminate this Agreement.
- d. Customer will not use the Services in any manner which exceeds the scope of Customer's subscription rights under Section 6 (Licenses, Ownership, and Reservation Of Rights) of these Terms, or which violates Customer's obligations under this Section 7 (Customer's Responsibilities) of these Terms, or for illegal activities or junk mail, chain letters, pyramid schemes, "spam" or distribution to any person who has not given specific permission to be included in such a process (all the foregoing "**Prohibited Uses**"). Without limiting the generality of the foregoing, Customer is required to comply with the United States' Controlling the Assault of Non-Solicited Pornography and Marketing Act of 2003 ("**CAN-SPAM Act**"), and the rules and regulations promulgated thereunder.
- e. If Customer uses the Social Tables Platform for any Prohibited Uses, Social Tables may immediately suspend or terminate Customer's access to the Social Tables Platform. Social Tables reserves the right to base its findings with respect to spam and related analysis and decisions on, among other things, received complaints, observed email patterns, including rates of delivery and email percentage of emails sent reported as being read by Social Tables' application. Social Tables may also take any self-help remedies necessary to prevent continued Prohibited Uses, including, but not limited to, deleting the contact information from Customer's address book on behalf of those individuals who lodge complaints with Social Tables or Social Tables' web-

hosting company. Customer is still responsible for full payment of Customer's Order Form even if Customer's access to the Social Tables Platform is terminated for spamming or other Prohibited Uses.

## 8. REPRESENTATIONS, WARRANTIES AND COVENANTS

- a. Corporate. Each party represents and warrants to the other that (i) it is duly organized and validly existing and in good standing under the laws of the state of its incorporation or organization, (ii) it has full corporate power and authority to enter into this Agreement and to carry out its obligations hereunder; (iii) it is duly authorized to execute and deliver this Agreement and duly authorized to perform the obligations hereunder; (iv) this Agreement is a legal and valid obligation of such party, binding and enforceable in accordance with its terms, (v) the execution, delivery and performance of this Agreement does not conflict with any agreement, instrument, or understanding, oral or written, to which it is a party or by which it may be bound, nor violate any law, regulation or order of any court, governmental body or administrative or other agency having jurisdiction over it.
- b. No Infringement. Social Tables represents to Customer that Social Tables, to its knowledge, either owns fully and outright or otherwise possesses and has obtained all rights, approvals, licenses, consents and permissions as are necessary to grant the licenses granted by Social Tables under this Agreement for the duration of the Term. Customer represents to Social Tables that Customer either owns fully and outright or otherwise possesses and has obtained all rights, approvals, licenses, consents and permissions as are necessary to perform Customer's obligations hereunder and to grant the licenses granted by Customer under this Agreement for the duration of the Term.
- c. Representations about Customer Data. Customer represents and warrants to Social Tables that the Customer Data and the use, distribution or publication of the Customer Data, including through the Social Tables Platform, directly or indirectly, does not, and shall not, infringe or misappropriate any third party's rights in or to such Customer Data, nor shall doing so violate any right of any person, including any right acquired under a privacy policy or similar agreement.

## 9. CONFIDENTIALITY.

- a. Each party receiving Confidential Information hereunder ("Recipient") agrees that:
  - i. it will treat all Confidential Information of the other party with the same degree of care as such Recipient accords to its own Confidential Information, but in no case less than reasonable care; and
  - ii. it will not use, disseminate, or disclose to third parties any Confidential Information of the disclosing party ("Discloser"), except for the purpose of providing the Services, and for any other purpose Discloser may authorize.
- b. For purposes of this Agreement, "Confidential Information" means any information, regardless of form, proprietary to or maintained in confidence by either party, including, without limitation, any Customer Data, information, technical data or know-how relating to discoveries, ideas, inventions, software, designs, specifications, processes, systems, diagrams, research, development, business plans, strategies or opportunities, and information related to finances, costs, prices, suppliers, vendors, customers and employees which is disclosed by either party or on its behalf whether directly or indirectly, orally, visually, or in writing, to the other party or any of its employees or agents. The terms and conditions of any order for Social Tables products or services shall be deemed the Confidential Information of both Social Tables and Customer.
- c. Recipient will have no obligation with respect to any portion of the Confidential Information which:
  - i. is now, or hereafter becomes, through no act or failure to act on the part of Recipient, generally known or available to the public;
  - ii. was acquired by Recipient before receiving such information from Discloser and without restriction as to use or disclosure;
  - iii. is hereafter rightfully furnished to Recipient by a third party, without restriction as to use or disclosure;
  - iv. is information that was independently developed by Recipient without reference to Confidential Information received hereunder; or
  - v. is disclosed with the prior written consent of Discloser.
- d. Recipient may disclose Confidential Information pursuant to the requirements of a governmental agency or operation of law, provided that it gives Discloser reasonable advance notice sufficient to contest such requirement of disclosure, unless it is prevented from providing such notice by the government agency or operation of law.

## 10. DISCLAIMERS.

- a. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH HEREIN, THE SOCIAL TABLES PLATFORM IS PROVIDED "AS IS," AND NEITHER SOCIAL TABLES NOR ANY OF ITS PROVIDERS, LICENSORS, OFFICERS, EMPLOYEES, OR AGENTS MAKES ANY WARRANTY, CONDITION OR GUARANTEE WITH RESPECT TO THE SOCIAL TABLES PLATFORM OR AS TO THE RESULTS TO BE OBTAINED FROM THE USE OF THE SOCIAL TABLES PLATFORM, UNDER THIS AGREEMENT

OR OTHERWISE. THE PURCHASE OF ACCESS TO AND USE OF THE SOCIAL TABLES PLATFORM IS MADE WITH KNOWLEDGE OF THIS WARRANTY LIMITATION. SOCIAL TABLES EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, CONDITIONS OR GUARANTEES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, NONINFRINGEMENT, SATISFACTORY QUALITY, AND/OR FITNESS FOR A PARTICULAR PURPOSE. SOCIAL TABLES DISCLAIMS ALL LIABILITY AND RESPONSIBILITY FOR UNAUTHORIZED USE OR MISUSE OF THE SOCIAL TABLES PLATFORM.

- b. WITHOUT PREJUDICE TO OR LIMITING OF SOCIAL TABLES' RIGHT TO RECEIVE PAYMENT FOR ACCESS TO AND USE OF THE SOCIAL TABLES PLATFORM, SOCIAL TABLES' ENTIRE LIABILITY FOR ALL CLAIMS OF WHATEVER NATURE (INCLUDING CLAIMS BASED ON NEGLIGENCE) ARISING OUT OF THIS AGREEMENT AND ALL OTHERS BETWEEN CUSTOMER AND SOCIAL TABLES, AND THE PROVISION BY SOCIAL TABLES OF FACILITIES, TRANSMISSION, DATA, SOCIAL TABLES PLATFORM OR EQUIPMENT INCLUDING, BUT NOT LIMITED TO, DAMAGE TO REAL/PERSONAL PROPERTY, SHALL NOT EXCEED, IN THE AGGREGATE, THE LESSER OF (i) TEN THOUSAND DOLLARS (\$10,000.00), OR (ii) THE FEES PAID TO SOCIAL TABLES HEREUNDER IN THE TWELVE MONTH PERIOD ENDING ON THE DATE THAT A CLAIM OR DEMAND IS FIRST ASSERTED; PROVIDED, HOWEVER, THAT THE FOREGOING LIMITATIONS SHALL NOT APPLY TO ANY LIABILITY WHICH MAY NOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.
- c. CUSTOMER RECOGNIZES THAT THE INTERNET CONSISTS OF MULTIPLE PARTICIPATING NETWORKS THAT ARE SEPARATELY OWNED AND NOT SUBJECT TO SOCIAL TABLES' CONTROL. CUSTOMER AGREES THAT SOCIAL TABLES SHALL NOT BE LIABLE FOR DAMAGES INCURRED OR SUMS PAID WHEN THE SOCIAL TABLES PLATFORM IS TEMPORARILY OR PERMANENTLY UNAVAILABLE DUE TO MALFUNCTION OF, OR CESSATION OF, INTERNET SERVICES BY NETWORK(S) OR INTERNET SERVICE PROVIDERS NOT SUBJECT TO SOCIAL TABLES' CONTROL, OR FOR TRANSMISSION ERRORS IN, CORRUPTION OF, OR THE SECURITY OF CUSTOMER INFORMATION CARRIED ON SUCH NETWORKS OR INTERNET SERVICE PROVIDERS OR AS A RESULT OF THE DISCONNECTION FROM OR UNAVAILABILITY OF ANY NETWORK.
- d. CUSTOMER ACKNOWLEDGES THAT THE SOCIAL TABLES PLATFORM RELIES ON BLUEPRINTS THAT ARE PROVIDED BY CUSTOMER OR THAT MAY BE CREATED BY SOCIAL TABLES, AND THAT THE SOCIAL TABLES PLATFORM MATHEMATICALLY EXTRAPOLATES DATA DETERMINED FROM SUCH BLUEPRINTS, AND UNDERSTANDS THAT SUCH BLUEPRINTS AND DATA MAY CONTAIN ERRORS OR INACCURACIES, AND THAT SUCH DATA WHEN USED BY THE SOCIAL TABLES PLATFORM MAY PERMIT CONFIGURATIONS THAT VIOLATE THE LAWS, RULES OR REGULATIONS OF THE JURISDICTION IN WHICH THE FACILITY REPRESENTED IN SUCH BLUEPRINT IS LOCATED (WHETHER BY OVERRIDE BY CUSTOMER OR BY FUNCTION OF THE SOCIAL TABLES PLATFORM). CONSEQUENTLY, CUSTOMER AGREES THAT IT IS SOLELY RESPONSIBLE FOR ENSURING THAT THE PLANS GENERATED BY THE SOCIAL TABLES PLATFORM ARE SUITABLE FOR THE CONTEMPLATED EVENT AND WILL IN PRACTICE ACTUALLY PERMIT THE USE OF THE SPACE CONTEMPLATED IN SUCH PLAN AND THAT SUCH PLAN COMPLIES WITH ALL LAWS, RULES AND REGULATIONS APPLICABLE IN THE LOCAL JURISDICTION FOR WHICH THE PLAN HAS BEEN CREATED. THE PARTIES ACKNOWLEDGE THAT THIS SECTION 10(d) SHALL NOT BE APPLICABLE TO THE SYSTEM.
- e. NEITHER SOCIAL TABLES NOR ANYONE ELSE INVOLVED IN CREATING, PRODUCING, DELIVERING (INCLUDING SUSPENDING OR DISCONTINUING SOCIAL TABLES PLATFORM) OR SUPPORTING THE SOCIAL TABLES PLATFORM SHALL BE LIABLE TO CUSTOMER, ANY REPRESENTATIVE, OR ANY THIRD PARTY FOR (i) ANY DAMAGES CAUSED BY CUSTOMER'S FAILURE OR THAT OF CUSTOMER'S CLIENTS, INVITEES, EMPLOYEES, AGENTS, AFFILIATES OR SUPPLIERS TO PERFORM THEIR RESPONSIBILITIES; (ii) ANY CLAIMS OR DEMANDS OF THIRD PARTIES; or (iii) ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE SOCIAL TABLES PLATFORM OR INABILITY TO USE THE SOCIAL TABLES PLATFORM, INCLUDING, WITHOUT LIMITATION, LOST REVENUE, LOST PROFITS, LOSS OF TECHNOLOGY OR OTHER RIGHTS, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER UNDER THEORY OF CONTRACT OR TORT (INCLUDING NEGLIGENCE, STRICT LIABILITY OR OTHERWISE) EVEN IF SOCIAL TABLES OR ITS PARTNERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- f. These limitations of liability will survive and apply notwithstanding the failure of any limited or exclusive remedy for breach of warranty set forth in this Agreement.

## 11. SENSITIVE PERSONAL INFORMATION.

- a. Notwithstanding any provision to the contrary in this Agreement, Customer acknowledges and agrees that use of the Social Tables Platform to transmit, process or store Sensitive Personal Information (as defined below) is unnecessary for use of the Services and therefore Customer shall be solely responsible for any such use of the Social Tables Platform by Customer or Customer's employees, agents or subcontractors and Social Tables shall bear no risk or liability for same.
- b. "Sensitive Personal Information" shall be defined as:
  - i. social security numbers;
  - ii. passport numbers or other government issued id numbers, date of birth and/or gender, except solely to the extent required by applicable regulations of the Department of Homeland Security or other government regulatory body;
  - iii. health or medical information (other than food allergies or medical contact information);

- iv. financial account information (other than payment information entered securely using Social Tables' online payments module); and
- v. other information which a reasonable person would recognize as being highly sensitive (but excluding, for avoidance of doubt, contact information such as name, mailing address, email address, and phone number).

## 12. MISCELLANEOUS

- a. To the best of Social Table's knowledge, all material published by Social Tables on its web pages and other media properties, are done in full agreement with the original copyright owners (be that Social Tables or another party). If Customer come across a situation where Customer suspects that this may not be the case, in accordance with the Digital Millennium Copyright Act (DMCA), Social Tables asks that Customer contact:

Cvent, Inc.  
ATTN: General Counsel  
1765 Greensboro Station Place, Suite 700  
Tysons Corner, VA 22102  
(703) 226 3500  
legal@cvent.com

- b. No Agency. Nothing contained in this Agreement shall be construed to create or imply a joint venture, partnership, principal-agent or employment relationship between the parties.
- c. Entire Agreement. This Agreement constitutes the entire agreement between Social Tables and Customer with respect to the subject matter hereof and supersedes any prior agreements or understandings relating to such subject matter. No addendum, waiver, consent, modification, amendment or change of the terms of this Agreement shall bind either party unless in writing and signed by duly authorized officers of Social Tables and Customer.
- d. Severability. In the event that any provision of this Agreement is held by a court of competent jurisdiction to be unenforceable because it is invalid or in conflict with any law of any relevant jurisdiction, the validity of the remaining provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular provisions held to be unenforceable, unless such construction would materially alter the meaning of this Agreement.
- e. Notices. Any notice by a party under this Agreement shall be in writing and either personally delivered or sent via reputable overnight courier (such as Federal Express) or certified mail, postage prepaid and return receipt requested or email, addressed to the other party at the address specified in the Order or such other address of which either party may from time to time notify the other in accordance with this Section. All notices shall be in English and shall be deemed effective on the date of personal delivery or email sent, one day after deposit with an overnight courier, or five days after deposit in the mail. A copy of all notices to Social Tables shall be sent to Cvent, Inc., 1765 Greensboro Station Place, 7<sup>th</sup> Floor, Tysons Corner, VA 22102, Attn: Law Department.
- f. Assignment; Change in Control. This Agreement may not be assigned by Customer without the prior written approval of Social Tables but may be assigned without Social Tables consent to (i) a parent or subsidiary, (ii) an acquirer of assets, or (iii) a successor by merger. Any purported assignment in violation of this section shall be void. Any actual or proposed change in control of Customer that results or would result in a direct competitor of Social Tables directly or indirectly owning or controlling 50% or more of Customer shall entitle Social Tables to terminate this Agreement immediately upon written notice to Customer. Notwithstanding the foregoing, Social Tables may subcontract the provision of Social Tables Platform or any services hereunder in whole or in part to an affiliate. This Agreement will be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns.
- g. No Third Party Beneficiaries. This Agreement is not intended to, and does not confer any rights, benefits or remedies upon any person other than the parties.
- h. Governing Law and Dispute Resolution. The validity, construction and interpretation of this Agreement, and the rights and duties of the parties, shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia, without giving effect to the conflict of law provisions thereof. The parties agree that the provisions of the United Nations Convention on Contracts for the International Sale of Goods do not apply to this Agreement. The parties agree to the sole and exclusive venue of the state and federal courts encompassing Fairfax County, Virginia for all matters arising with respect to the Social Tables Platform or this Agreement between the parties. The parties waive their right to a jury trial.
- i. No Waiver. The waiver by either party of a breach or a default of any provision of this Agreement by the other party shall not be construed as a waiver of any succeeding breach of the same or any other provision, nor shall any delay or omission on the part of either party to exercise or avail itself of any right, power or privilege that it has, or may have thereunder, operate as a waiver of any right, power or privilege by such party.

- j. Survival. All terms of this Agreement which by their nature extend beyond their termination shall remain in effect until fulfilled and apply to respective successors and assigns.
- k. Headings. The section headings and subheadings contained in this Agreement are included for convenience only, and shall not limit or otherwise affect the terms of this Agreement.
- l. Force Majeure. In no event shall either party be liable to the other for any delay or failure to perform hereunder, which delay or failure to perform is due to causes beyond the reasonable control of said party, including, but not limited to, acts of God, acts of the public enemy, criminal acts, Distributed Denial of Service, acts of the United States of America, or any State, territory or political subdivision thereof or of the District of Columbia, acts of other governments, fires, storms, floods, epidemics, quarantine restrictions, labor disputes, strikes, freight embargoes, failures or delays in transportation or communications, equipment failures and similar occurrences (collectively, "**Force Majeure**"). If there is any such delay, then the periods for completion of the obligations of the party(ies) affected by such event shall be automatically extended by an equitable period of time based on the duration and effect of such Force Majeure.
- m. Non-Solicitation. During the term and for a period of one year thereafter, Customer agrees that it will not solicit for hire, on behalf of Customer or any other organization, any personnel of Social Tables with whom Customer has had any contact pursuant to the relationship established under this Agreement. Customer shall pay to Social Tables the higher of six months' compensation last paid or proposed to be paid to the hired personnel as Social Tables' sole and exclusive remedy for Customer hiring any such personnel in breach of this Section.
- n. Electronic Signatures. Each party agrees that the electronic "signatures," whether digital or encrypted, of the parties included in this Agreement, including secured through the Social Tables' electronic acceptance process, are intended to authenticate this writing and to have the same force and effect as manual signatures.
- o. Purchase Orders and Other Agreements. Social Tables may receive and sign or otherwise execute purchase orders or similar documents from Customer contemporaneously with or after the execution of this Agreement (including subsequent such documents provided in connection with accepting a Renewal Term), and the parties agree that the sole purpose of such documents is for Customer's internal payment processes and that such execution by Social Tables does not constitute an acceptance of any of the terms or conditions of such document. Customer further represents, warrants and agrees that (i) such documents are solely for compliance with its internal purchasing policies, (ii) such document is not intended to and shall not add any new terms or conditions or supersede any conflicting terms and conditions in this Agreement, and (iii) Customer shall not assert any terms or conditions contained in such documents against Social Tables. Additionally Social Tables may sign a non-disclosure agreement or similar agreement as part of the process to evaluate this transaction and in such event, without limiting Social Tables or Customers obligations thereunder with respect to all information disclosed prior to the execution of this Agreement, the parties agree that this Agreement supersedes and replaces any such agreement notwithstanding anything to the contrary herein, unless a new non-disclosure agreement or other document re-affirming such non-disclosure agreement or such similar agreement is executed contemporaneously with this Agreement.