

SMALL EVENT CONTRACT

THIS AGREEMENT dated March 9, 2023 by and between The Institute of Electrical and Electronics Engineers, Incorporated, a public charity incorporated under the New York Not-For-Profit corporation law (“IEEE”), on behalf of the IEEE Computer Society (the “Group”) and Marriott International Inc (the “Hotel”) d.b.a. Houston Marriott Medical Center/Museum District located at 6580 Fannin Street, Houston, TX 7730 in connection with 2023 IEEE 11th International Conference on Healthcare Informatics (ICHI) (the “Event”) beginning June 25, 2023 and running until June 30, 2023 (the “Event Dates”).

Event Contact:		Hotel Information:	
Contact Name:	Michelle Ocampo	Contact	DeVonna Jones
Title:	Conference Planner	Title:	Sales Manager
Organization:	IEEE Computer Society	Address:	6580 Fannin Street
Address:	10662 Los Vaqueros Circle	City, State,	Houston, TX
City, State,	Los Alamitos, CA	Phone:	847-318-1273
Phone:	714-816-2103	Email:	devonna.c.jones@marriott.com
Email:	m.ocampo@computer.org		

ARTICLE 1.

- 1.1. ***Sleeping Rooms and Rates:*** This Agreement applies to the following block of rooms (the “Room Block”). This does not constitute a guarantee or representation by the Group that all of the rooms held in the Room Block will be reserved or occupied by the Event participants as provided below. The Hotel shall, on a regular basis, advise the Group of the number of rooms reserved in the Room Block and the number available.

Room Type	Group Rate	June 25, 2023	June 26, 2023	June 27, 2023	June 28, 2023	June 29, 2023
Standard	\$144.00	40	50	50	40	15

Total Sleeping Room Nights Reserved: 195

- 1.2. ***Additional Fees:*** IEEE is tax exempt and will provide the documentation to the Hotel. The following local taxes and assessments will apply:
- local taxes currently 16.09%
- Housekeeping and other gratuities will be at the individual guest’s discretion. Any applicable service fees not taxable.
- 1.3. ***Exemption from Sales Tax:*** The Hotel agrees that should the Group meet the requirements for an exemption from sales tax in the jurisdiction in which the Event shall be held, no sales tax shall be applied to the Master Account (as defined in Section 3 of the Standard Terms and Conditions attached hereto as Schedule A (the “Terms”), provided that the Group shows the Hotel the appropriate proof of exemption at least fourteen (14) days prior to the first Event Date.

- 1.4. **Room Block Increase:** The Group may increase the Room Block by up to 2%, on a space available basis, at the Group Rate listed in Article 1.1 (the “Group Rate”). Such increase shall be confirmed in writing and signed by both parties. In no case shall the Room Block be reduced except in writing signed by both parties.
- 1.5. **Cumulative Rooms:** All rooms used by persons attending or working at the Event shall be counted in the Room Block on a cumulative basis. The Group Rate shall be offered for a period of three (3) days before and three (3) days after the Event Dates, subject to availability. These room nights will be credited to the Room Block.
- 1.6. **Reservations:** The reservation cut-off date shall be Monday, June 5, 2023, at 5:00 p.m. (the “Cut-Off Date”) local time of the Hotel.
- 1.7. **Check-In/Check-Out:** The Hotel’s check-in and check-out time are 3:00 p.m. and 12:00 p.m., respectively.
- 1.8. **Complimentary Rooms:** The Hotel shall provide the Group with one (1) complimentary room night for every forty (40) room nights occupied on a cumulative basis by the Event participants over the Event Dates and any days specified in this Article. Any unused complimentary room nights shall be deducted from the Master Account based on the average Group Rate multiplied by the number of unused room nights.
- 1.9. **Concessions:** The Hotel will provide the Group with the following additional concessions:
 - Basic guest room internet access included in group room rate for Marriott Bonvoy members.

ARTICLE 2.

- 2.1. **Commissionable:** Commission of 7% of the Group Rate will be paid on all revenue rooms actually occupied and paid for by the Event participants that were reserved as part of the established Room Block (the “Commission”). The Commission will be paid by the Hotel to IEEE Computer Society. The Commission will be paid after receipt by the Hotel of full payment of the Master Account.
- 2.2. **Planner Points:** Preferred Planner Points (the “Points”) awarded through the Hotel shall be awarded to the Group at the account listed below. The Group acknowledges that the Points have been offered in connection with the rooms and services purchased under this Agreement. Upon receipt of full payment by the Hotel, the Points will be awarded to the planner reward number listed below according to the Hotel’s rewards points rules.

Planner Name: Silvia Ceballos

Planner Number: 033916640

2.3. Complimentary Rooms

The Hotel shall provide the Group with one (1) complimentary guestroom for every 40 guestrooms occupied on a cumulative basis by the Event attendees over the dates established, (calculated by adding the total number of guestrooms occupied by the Group over the dates established, dividing that number by 40 and rounding up to the nearest whole number). A single or double room is counted as one (1) room, one-bedroom parlor suite as two (2) rooms, etc. Complimentary rooms may be (i) assigned by the Group to individuals in any manner over the actual conference dates or immediately before or after the Event Dates or (ii) applied to the Master Account provided, however, that the Hotel must be notified of the Group’s intentions to apply said complimentary rooms to the Master Account prior to arrival.

Any unused complimentary units shall be credited to the Master Account, as long as the credit does not exceed the value of the Master Account, based on a quoted unit rate multiplied by the number of unused room nights.

ARTICLE 3.

- 3.1. **Attrition:** If the Group's actual usage slips below 80% of the original Room Block or 80% of the adjusted Room Block, if applicable, the Group agrees to pay 75% of the average Group Rate for each room night below the 80% (the "Attrition").
- 3.2. **Reasonable Estimate:** The parties agree that (a) the above formula for the Attrition charge is a reasonable estimate of the Hotel's damages in the event that the Room Block is not fully utilized, and (b) the liquidated damages set forth in Article 5.1 do not constitute a penalty.
- 3.3. The Hotel shall undertake all efforts to resell any unused room nights in the Room Block and shall credit those sales against any attrition charges.

ARTICLE 4.

Cancellation: In the event that the Group terminates this Agreement other than for Cause, as defined in Section 6 of the Terms, the Group shall pay, within 30 days of its notice of cancellation, in lieu of any other amounts due hereunder or otherwise in respect of this Agreement, liquidated damages determined as follows (the "Group's Cancellation Damages"):

<u>Date of Decision to Terminate</u>	<u>Percentage of Anticipated Revenue</u>	<u>Group's Cancellation Damages Due</u>
0 to 3 business days prior to arrival	100%	\$28,080.00
4 business days to 90 days arrival	90%	\$25,3272.00

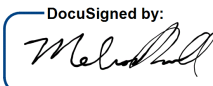
The Group's Cancellation Damages are exclusive of all applicable state and local taxes.

ARTICLE 5.

- 5.1. This Agreement and Schedule A hereto contain the entire agreement between the parties and supersede all prior and contemporaneous agreements, arrangements, negotiations and understandings between the parties relating to the subject matter hereof. There are no other understandings, statements, promises or inducement, oral or otherwise, contrary to the terms of this Agreement. Schedule A to the Agreement is an integral part of this Agreement and will be deemed incorporated into this Agreement.
- 5.2. The undersigned expressly agree and warrant that they are authorized to sign and enter into this Agreement on behalf of the party for which they sign.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day first above written.

The Institute of Electrical and Electronics Engineers, Incorporated

By: 
DocuSigned by:
962CFB182C1740B...
 Name: Melissa Russell

Marriott International Inc dba Houston
 Marriott Medical Center/Museum District

By: 
DocuSigned by:
BE3326B06EECB4B7...

Title: Executive Director, IEEE CSDate: 3/28/2023Name: DeVonna JonesTitle: Sales ManagerDate: 3/28/2023

SCHEDULE A STANDARD TERMS AND CONDITIONS

1. RESERVATIONS: The Group will make all reservations by providing a rooming list to the Hotel. The Hotel shall not accept reservations in the Room Block by any other means. Reservations received after the Cut-Off Date will be accepted by the Hotel on a space available basis at the Group Rate and will be credited to the Room Block. Guaranteed reservations shall be held until at least 6:00 a.m. the following morning, at which time the reservation and deposit are forfeited. The Group does not guarantee payment for guests who neither check-in nor cancel their reservation (“no-shows”) except for those reservations guaranteed by the Master Account. Hotel shall not charge any additional mandatory charges to any guest account or to the Master Account if not specified in this Agreement or agreed to and signed for in advance by an authorized signatory. Furthermore, the Hotel shall not, directly or indirectly, impose any surcharges on the Group’s participants during their stay, regardless of whether additional goods or services are offered in connection with such surcharge.

2. RELOCATION: If the Hotel does not or cannot honor all reservations accepted and/or confirmed by the Hotel, the Hotel shall at its sole expense (with a Group representative’s approval) provide: (i) alternative accommodations of equal value for the guest at an equal or better nearby hotel at no charge to the guest; (ii) one (1) complimentary round-trip between the Hotel and the alternate hotel for each day the guest is displaced; and (iii) an offer to relocate the displaced guest back to the Hotel if a room becomes available.

3. PAYMENT TERMS: The Hotel shall establish a master account for the Group for those charges specifically authorized by the Group (the “Master Account”), subject only to objective standards of creditworthiness. All room fees, tax and incidental charges are to be billed to each individual guest, with the exception of charges the Group agreed to in writing

should be applied to the Master Account. Master Account charges shall be paid thirty (30) days after the Group’s receipt of a complete and accurate final invoice from the Hotel. If any portion of the final invoice is in question, the Group shall advise the Hotel of the specific item(s) in question. The portion(s) of the final invoice that is/are unclear or in question will be suspended for thirty (30) days, during which time the Hotel shall fully research the charge(s) and provide full documentation and proper back-up to the Group.

If there is a discrepancy between the Hotel’s reported pickup figures and the figures believed to be accurate by the Group, the Group shall furnish to the Hotel a list of the Event participants to be compared with the Hotel’s guest list during the Event Dates. All rooms determined to be occupied by Event participants shall be credited to the Room Block regardless of the date the reservation was booked or the rate paid. Credit toward the Room Block shall also be given for all guests relocated to another hotel by the Hotel and for guaranteed no-shows with forfeited deposits or credit card charges.

The Hotel agrees that should the Group meet the requirements for an exemption from sales tax in the jurisdiction in which the Event is held, no sales tax shall be applied to the Master Account.

4. CANCELLATION: In the event of cancellation by the Group other than as permitted in this Agreement, the Hotel shall make all commercially reasonable efforts to resell the Group’s cancelled guest rooms. The Group understands that the Hotel shall sell its remaining guest room inventory before selling the Group’s cancelled guest rooms. If the Hotel resells any of the Group’s cancelled guest rooms, the Hotel will proportionally refund the Group’s Cancellation Damages. The amount refunded to the Group will equal the average daily rate received by the Hotel for the night on which the Group’s cancelled guest rooms are resold multiplied by the number of rooms resold, multiplied by the applicable

percentage of anticipated revenue paid by the Group pursuant to Article 5.1 of the Agreement.

In the event that the Hotel terminates this Agreement other than as permitted in this Agreement, the Hotel will be responsible for payment of reasonable additional expenses incurred by the Group as a result of moving or cancelling the Event.

5. FORCE MAJEURE: The performance of this Agreement is subject to acts of God, government actions, riots, epidemics, unusually severe weather, fire, floods, war, terrorism, embargoes, labor disputes or strikes, curtailment of transportation, or any other cause beyond the parties' reasonable control (together, "Force Majeure"), which makes it inadvisable, commercially impracticable, illegal or impossible to perform as originally contracted under this Agreement or that prevents Event participants from arriving or staying at the Hotel during the Event. This Agreement may be terminated by either party without liability to either party due to the occurrence of a Force Majeure circumstance. Depending on the nature of the Force Majeure, the parties may agree to continue to hold the Event despite such Force Majeure circumstances, and in such cases the Hotel shall waive fees related to reducing the size of the Event (including but not limited to any room attrition fees, function space rental, food and beverage minimums, etc.). Upon a Force Majeure cancellation, any deposits made shall be refunded to the party within 30 days after notice of cancellation.

Notwithstanding anything in this Agreement to the contrary, in the event that either party in its reasonable discretion determines that the continued presence of COVID-19 (whether in the vicinity of where the Event will take place, or in regions from which Event participants or either party's employees or volunteers are traveling) will have a material adverse effect on: (i) the performance of this Agreement; (ii) attendance at the Event; or (iii) the health and safety of the Event participants or the respective party's employees or volunteers, either party may cancel the Agreement without liability to the other upon notice in accordance with this Agreement.

6. RIGHTS OF TERMINATION FOR CAUSE: This Agreement is subject to termination for cause by the Group ("Cause"). In the event of termination for Cause, the Hotel shall immediately refund any deposit or money paid in advance by the Group or its guests, and the Group shall not be responsible for any additional amounts otherwise due under this Agreement,

including, but not limited to, the Group's Cancellation Damages. The Group can terminate for Cause based on the following: (i) *Construction*: The construction or renovation of the Hotel is deemed by the Group to unreasonably affect the use of the Hotel's facilities or the quality of service to be provided by the Hotel during the Event. (ii) *Safety Systems*: The Hotel notifies the Group that its safety systems, or any portion thereof will be disengaged during the Event Dates. (iii) *Strike or other Labor Dispute*: There is an actual or threatened strike, work stoppages or other labor disputes involving the Hotel employees. (iv) *Change in Ownership*: There is a change in management company, ownership, or brand of the Hotel prior to the Event.

7. MATERIAL BREACH: Either party may terminate this Agreement immediately upon written notice if the other party has failed to cure a material breach of this Agreement within thirty (30) days following written notice of such breach given by the non-breaching party. Notwithstanding the above, if either party engages in fraud, intentional misrepresentation or willful misconduct in connection with its performance of this Agreement, the other party shall have the right to terminate this Agreement immediately without notice.

8. INDEMNIFICATION & LIMITATION ON LIABILITY: Each party agrees to indemnify, defend and hold harmless the other, its parents, subsidiaries, affiliates and its and their officers, agents and employees from and against any and all claims, damages, liabilities, losses and/or expenses (including attorneys' fees and costs and any claim or threatened claim of third parties) incurred by the indemnified party (collectively, "Losses") that arise from any: (a) alleged or actual infringement or misappropriation of any copyright, patent, trademark, trade secret or other right based upon the services or deliverables provided by indemnifying party pursuant to this Agreement; (b) gross negligence or willful misconduct of indemnifying party; (c) indemnifying party's failure to perform fully its obligations herein in a timely manner; or (d) breach of any of indemnifying party's representations and warranties herein. This provision shall also apply to any and all subcontractors employed by either party. The terms of this provision shall survive the termination or expiration of this Agreement.

NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES (INCLUDING, WITHOUT LIMITATION,

LOST PROFITS, LOST BUSINESS, LOSS OF DATA OR COST OF SUBSTITUTE SERVICES) ARISING OUT OF OR IN CONNECTION WITH ANY AGREEMENT BETWEEN THE PARTIES, OR THE SERVICES PERFORMED THEREUNDER UNDER ANY THEORY OF LIABILITY (WHETHER IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE), EVEN IF THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

9. INSURANCE: The Hotel and IEEE agree to purchase and maintain general liability insurance in policy amounts of at least Five Million Dollars \$5,000,000 USD and carry all Workers' Compensation insurance necessary to comply with any applicable law. The Hotel agrees to carry a minimum of Five Million Dollars \$5,000,000.00 USD in liquor liability insurance and represents and warrants that all of its employees and agents performing services under this Agreement shall at all times comply with any applicable laws pertaining to the sale, service or furnishing of alcoholic beverages. If either party's insurance policies required herein are cancelled, such party shall immediately notify the other party.

10. GOVERNING LAW: The law of the jurisdiction in which the Hotel is located shall be the governing law of this Agreement, without regard to such jurisdiction's conflict of law principles.

11. POLICIES: IEEE is an Equal Opportunity Employer and complies with Executive Order 11246 and hereby provides notice of its compliance with FAR 52-222-26, 41 C.F.R. 60-1.4 41 C.F.R. 60-250.5 and 41 C.F.R. 60 741.5, which are hereby incorporated by reference. IEEE expects that the Hotel shall maintain an environment free of discrimination, harassment, bullying, or retaliation.

12. OBLIGATIONS OF THE HOTEL: *Quiet Enjoyment:* It is agreed that the demeanor of this Event is quiet and conversational. Hotel assumes the responsibility to ensure that the Event will not be disturbed. *Emergencies:* In the event that the Hotel becomes aware of a medical or other emergency pertaining to the Group's guest(s), the Hotel shall immediately notify the Group of the name of such guest and the nature of the emergency. *Compliance with Applicable Laws:* The Hotel represents that, during the Event Dates, it shall comply with all applicable laws, including but not limited to fire, safety and building codes. Upon request by the Group, the Hotel shall

provide a copy of the most recent fire inspection, health department inspection and the Hotel's crisis/evacuation plan. *Disabilities Law Compliance:* The Hotel will comply with all applicable governmental disability laws, rules and regulations that govern its performance under this Agreement.

13. NOTICE: Any communication given under this Agreement must be written and (i) delivered personally, (ii) sent via overnight delivery service (e.g. FedEx or UPS), or (iii) mailed by certified or registered mail, addressed to the party at the address set forth in the beginning of this Agreement.

14. CONFIDENTIALITY: Neither party shall disclose to a third party any confidential information provided pursuant to this Agreement. The receiving party shall use the same degree of care to protect this confidential information as it uses to protect the confidentiality of its own confidential information of like nature, but no less than a reasonable degree of care. Confidential information as used herein means information identified as confidential and/or proprietary or information which, under the circumstances, ought reasonably be treated as confidential and/or proprietary.

15. INDEPENDENT CONTRACTOR: Nothing contained in this Agreement shall be construed or applied to create a partnership, joint venture, or employer/employee relationship between the Hotel and IEEE, and neither party is the agent of the other.

16. PROTECTION OF PERSONAL DATA: Where Hotel processes personal data on behalf of IEEE in connection with the performance of this Agreement, it shall: (a) process such personal data in accordance with all applicable laws, only for purposes reasonably necessary for the performance of its obligations under this Agreement and in accordance with the documented written instructions of IEEE (except where required otherwise by law); (b) treat such data as Confidential Information of IEEE; (c) where such personal data is collected in the European Economic Area ("EEA"), not transfer such personal data to any location outside the EEA except in accordance with the safeguards required under the Regulation (EU) 2016/679 (the General Data Protection Regulation) and any applicable national legislation ("EU Data Protection Laws"); (d) taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of processing as well as the likelihood and severity of any risk, implement appropriate technical and organizational

measures to protect such personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure or access. Without limitation to the foregoing, such measures shall comply with prevailing industry standards but in no case consist of less than reasonable care; (e) co-operate fully with IEEE to enable it to adequately discharge its responsibility under applicable laws (including assisting with data subject access or erasure requests); (f) immediately (*i.e.* within seventy-two (72) hours if not sooner) notify IEEE of any actual or suspected data breach and provide all available information; (g) not allow any third party to process such personal data on its behalf except with IEEE's prior written consent; and (h) delete or (at IEEE's choice) deliver to IEEE all records of such personal data upon termination of this Agreement or (if earlier) upon the data no longer being required for the purposes referred to in subsection (a) above. References to 'personal data' and to 'processing' in this section, insofar as it concerns data collected in the EEA, shall have the meaning given to these terms under the EU Data Protection Laws. IEEE or its representative shall have the right, on reasonable notice, to review, inspect and/or audit Hotel's security program, technical environment and business continuity arrangements and its compliance with the other requirements of this section. Hotel shall delete all of IEEE's information within its custody or control, including, but not limited to, completed project data, email addresses and all other personal data processed on behalf of IEEE upon the earliest of a) termination of this Agreement; b) written request by IEEE; or c) the personal data no longer being required for the performance of the Services.

deemed an original and both of which shall constitute one and the same document.

17. MISCELLANEOUS: This Agreement may not be assigned or transferred without the written consent of both parties. Any changes or additions to this Agreement must be agreed to in writing by both parties. The failure of either party to require strict performance by the other party of any provision hereof or waiver by either party of a breach of any provision hereof shall not be taken as a waiver of the provision itself. If any provision of this Agreement is declared by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of this Agreement shall continue in full force and effect. This Agreement may be executed in counterparts and by facsimile, each of which shall be