



CONFIRMATION AGREEMENT

**HILTON ATLANTA
255 COURTLAND ST. NE
ATLANTA, GA 30303**

This Hilton Worldwide – HPN Confirmation Agreement (“Agreement”) is by and between Clarivate Analytics (US) LLC (“Group” or “you” or “your(s)”) and 255 Courtland Tenant, LLC (“Owner”), d/b/a Hilton Atlanta (the “Hotel” or “we” or “us” or “our”).

Especially Prepared for:		Program & Hotel Information:	
Client Contact Name:	Jason Sexton	Name of “Program”:	Clarivate Analytics SKO
Title:	Senior Director, A&G Sales Engagement	Date(s) of Program:	February 11 – 14, 2024
Group Name:	Clarivate Analytics (US) LLC	Post to Reader Board As:	Clarivate Analytics SKO
Address:	789 E Eisenhower	Hotel Contact:	Prestin Lawrence
City, State, Zip:	Ann Arbor, MI 48108	Title:	Sr. Sales Manager
Phone:	(734) 255-48108	Phone:	(404) 222-2876
Email:	jason.sexton@clarivate.com	Email:	prestin.lawrence@hilton.com

Room Block and Rates: Hotel is pleased to confirm the following negotiated group room rates:

	Sun, 02/11/24	Mon, 02/12/24	Tue, 02/13/24
ROH	54	554	554
Staff Rooms	10	10	10
Deluxe Studio Suites	4	4	4
Triple Bay Suite + Connector	2	2	2
Total	60	570	570

Room	Single Rate	Double Rate	Triple Rate	Quad Rate
1 King Bed	\$209.00	\$209.00		
2 Double Beds	\$209.00	\$209.00	\$234.00	\$259.00
Staff Rooms	\$159.00	\$159.00		
Triple Bay Suite + Connector	\$209.00	\$209.00		

TOTAL SLEEPING ROOM NIGHTS RESERVED: 1,200

TOTAL ANTICIPATED SLEEPING ROOM REVENUE: \$249,300.00

Sleeping room rates as noted in the “Room Block” above are **7% commissionable** and are quoted exclusive of applicable state and local taxes, fees and assessments.

For those attendees that book a room in the official Room Block over the peak Event dates, quoted group room rates will be offered to Group’s attendees, based on contracted room type and rate availability, **3** days before and **3** days after the above official Event dates. Occupied rooms will be applied towards total room pick-up for room attrition, commission and concession purposes. The hotel agrees that all rooms in their inventory qualify as an available room (including rooms defined as transient non-group). This does not apply to rooms labeled and sold by the hotel as a suite classification.

Best Rate: Hotel agrees that Group’s single/double net rate will be no higher than the average daily single/double rate of any other like group, “like” shall be defined as:

- Groups whose meeting dates fall in the same period (i.e., from 2 days prior to 2 days post the Event dates listed in this Agreement, with the exception of holiday periods and changes in selling season.)
- Groups having a similar revenue portfolio (meaning that sleeping room revenue, food and beverage revenue and other commitments are each within 10% of that booked by Group)
- Same arrival/departure pattern (meaning same days of the week).

Should it be determined another group (meeting the parameters as stated above) is booked into the Hotel with a lower net rate, the Hotel shall be obligated to match the net rate offered to the other group.

CURRENCY: In this Agreement, unless otherwise indicated, the word dollar and the \$ sign refer to United States currency.

TAXES: Group agrees to pay any and all applicable federal, state, municipal or other taxes, fees, or assessments imposed on or applicable to Group's Event. Currently, the sales tax rate is 8.9%, and the hotel occupancy tax rate is 8% (subject to change without notice). Hotel will honor any available tax exemptions for which Group qualifies, provided that Group properly completes and timely provides all documentation required by the applicable jurisdiction to substantiate said exemption. In addition to sales tax and occupancy tax, the Georgia State Hotel-Motel Fee of \$5.00 per room per night will apply to all confirmed occupied rooms.

SCHEDULE OF EVENTS

DAY/DATE/YEAR	START TIME	END TIME	FUNCTION NAME	AGR	ROOM SET-UP	ROOM
02/11/24	6:00 PM	11:59 PM	Setup		Round Tables of 8	Salon Ballroom
02/11/24	1:00 PM	11:59 PM	Setup		Round Tables of 8	Grand Ballroom
02/11/24	6:00 PM	8:00 PM	Reception / Dinner	60	Round Tables of 8	Nikolai's Roof **
02/12/24	6:00 AM	11:59 PM	Group Registration			Group Registration
02/12/24	6:00 AM	11:59 PM	Hold		Round Tables of 8	Salon Ballroom
02/12/24	6:00 AM	11:59 PM	Hold		Round Tables of 8	Grand Ballroom
02/12/24	6:00 AM	11:59 PM	Office	10	Conference	202
02/12/24	6:00 AM	11:59 PM	Office	10	Conference	203
02/12/24	6:00 AM	11:59 PM	Registration		Storage	201 Reg
02/12/24	6:00 AM	11:59 PM	Ad Hoc		TBD	204-214
02/12/24	6:00 AM	11:59 PM	Ad Hoc		TBD	215-224
02/12/24	7:00 AM	8:00 AM	Breakfast	60	Round Tables of 8	212-214
02/12/24	8:00 AM	2:00 PM	Managers Meeting	60	Crescent Rounds	209-211
02/12/24	10:00 AM	10:30 AM	AM Break	60	Round Tables of 8	212-214
02/12/24	12:00 PM	1:00 PM	Lunch	60	Round Tables of 8	212-214
02/12/24	3:00 PM	6:00 PM	General Session	600	Round Tables of 8	Salon Ballroom
02/12/24	7:00 PM	11:59 PM	Reception / Dinner	600	Round Tables of 8	Grand West + Corridor
02/13/24	6:00 AM	11:59 PM	General Session (1)	200	Round Tables of 8	Grand West
02/13/24	6:00 AM	11:59 PM	General Session (2)	200	Round Tables of 8	Grand East
02/13/24	6:00 AM	6:00 PM	General Session (3)	200	Round Tables of 8	301-305
02/13/24	6:00 AM	11:59 PM	Office	10	Conference	202
02/13/24	6:00 AM	11:59 PM	Office	10	Conference	203
02/13/24	6:00 AM	11:59 PM	Registration		Storage	201 Reg
02/13/24	6:00 AM	11:59 PM	Ad Hoc		TBD	204-214
02/13/24	6:00 AM	11:59 PM	Ad Hoc		TBD	215-224
02/13/24	8:00 AM	9:00 AM	Breakfast	600	Rounds of 8	Salon Ballroom
02/13/24	10:00 AM	10:30 AM	AM Break	600	Flow	2 nd Level Pre-function
02/13/24	12:00 PM	1:00 PM	Lunch	600	Rounds of 8	Salon Ballroom
02/13/24	3:00 PM	3:30 PM	PM Break	600	Flow	2 nd Level Pre-function
02/13/24	7:00 PM	11:59 PM	Gala Dinner	600	Rounds of 6	Salon Ballroom
02/14/24	6:00 AM	12:00 PM	Hold		Hold	Salon Ballroom
02/14/24	6:00 AM	6:00 PM	Hold		Hold	Grand Ballroom
02/14/24	6:00 AM	2:00 PM	Breakout	TBD	Crescent Rounds	Grand A
02/14/24	6:00 AM	2:00 PM	Breakout	TBD	Crescent Rounds	Grand B
02/14/24	6:00 AM	2:00 PM	Breakout	TBD	Crescent Rounds	Grand C
02/14/24	6:00 AM	2:00 PM	Breakout	TBD	Crescent Rounds	Grand D
02/14/24	6:00 AM	2:00 PM	Breakouts	TBD	Crescent Rounds	204-214
02/14/24	6:00 AM	11:59 PM	Breakouts	TBD	Crescent Rounds	215-224
02/14/24	6:00 AM	2:00 PM	Breakouts	TBD	Crescent Rounds	301-305
02/14/24	6:00 AM	11:59 PM	Office	10	Conference	202
02/14/24	6:00 AM	2:00 PM	Office	10	Conference	203
02/14/24	6:00 AM	12:00 PM	Registration		Storage	201 Reg
02/14/24	8:00 AM	9:00 AM	Breakfast	600	Rounds of 8	Salon Ballroom
02/14/24	10:00 AM	10:30 AM	AM Break	600	Flow	2 nd Level Pre-function
02/14/24	12:00 PM	1:00 PM	Box Lunch	600	Flow	2 nd Level Pre-function

** Nikolai's Roof Buyout has a separate F&B minimum of \$15,000.00 that is applied to the overall F&B spend.

Should the actual number of attendees fall significantly below the attendance, based upon your contracted room block, the hotel reserves the right to assign alternate meeting space commensurate with your reduced space needs as indicated by your attendees request for room assignment with written approval by group.

Summary Of Revenue Anticipated By Hotel From This Agreement	
Total Anticipated Sleeping Room Revenue:	\$ 249,30000
Total Minimum Food and Beverage Revenue:	\$ 200,000.00
"Total Anticipated Revenue" :	\$ 449,300.00

EVENT PLANNER BONUS PROGRAM

_____ (“Event Planner”) is eligible to earn an Event Planner Bonus for a qualifying event. The Event Planner’s HHonors Account Number is _____. For this Event, Event Planner is eligible to earn one HHonors bonus point for every eligible dollar spent, up to a maximum award of 100,000 HHonors bonus points. Eligible revenue will include food and beverage, meeting room rental revenue up to a maximum of \$100,000 of eligible revenue. Full details and rules regarding the Event Planner Bonus Program are available by visiting www.hilton.com.

COMMISSIONS: Room Rates are commissionable at 7% of the Room Rate (exclusive of any taxes, rebates, housing company fees or other subsidy) and will be paid by Hotel on all rooms paid for by you or your attendees that were reserved as part of the established Room Block at the special rates contained in this Agreement. This will also include any pre and post Program room nights that are above and beyond the room block outlined herein. Commissions will be paid to **HPN Global LLC** whose global headquarters are located at 8800 East Raintree Drive, Suite 260 Scottsdale, Arizona 85260 (“HPN”). We will make no more than one commission payment of 7%. Commission will be paid to HPN unless we receive confirmation in writing signed by Group and HPN that commissions are to be paid to some other person or entity. Commission will be paid after receipt by the Hotel of full payment for the Program, but Hotel has no obligation to take any action to collect funds to be paid as commissions. For the avoidance of doubt, no commission payments will be paid to the Meeting Planner for revenue received by Hotel from cancellation damages, no-show charges, discounted staff rooms, or performance damages.

A miscoded room will be commissionable to HPN unless we have paid commission to another entity or unless the payment of a commission will cause the rate of the room to become less than the group rate provided for in this contract.

SUBSIDY: The Hotel will pay 3% of the applicable negotiated group room rate (excluding any taxes, commission, housing company fees or other rebates/subsidies) for each sleeping room night actually occupied and paid for by Group’s attendees that was reserved as part of the established Room Block at the negotiated group room rates contained in this Agreement to **HPN Global LLC** for the purpose of defraying costs of the Event including: Cost savings analysis and reporting.

No subsidy payments will be paid on complimentary rooms or discounted staff rooms, as applicable. Payment of the actual value of the earned rebate or subsidy will be made by Hotel after receipt by the Hotel of full payment for the Event. Group agrees to take full responsibility for determining whether further disclosure of the rebate or subsidy is required and for making such disclosure if it is required.

COMPLIMENTARY ROOMS: In consideration of your guest room commitment, we are pleased to extend one (1) complimentary room night per every 40 revenue room nights actually utilized by your Group (not including comp rooms in room block). A standard parlor of a suite is counted as one room, with a standard one-bedroom suite being counted as two rooms.

ADDITIONAL CONCESSIONS

In consideration of the entire value your Event brings to the Hotel, we are pleased to offer the following concessions

Item	Retail Value per Unit	Qty	Duration	Concession	Total Retail Value	Savings
1 per 40 Comp Room Policy						
Two (2) Triple Bay Suite w/ connector *Based on 80% guestroom pick-up	\$499.00	6	See above room block	2 upgrades to Triple Bay Suites at the group rate (based on room block pg 1)	\$1,110.00	TBD
Four (4) upgrades to one-bedroom suites at the group rate *Based on 80% guestroom pick-up	\$299.00	12	See above room block	4 upgrades to Deluxe Studio Suites at the group rate (based on room block pg 1)	\$5,100.00	TBD
20% discount on AV equipment (Encore)	TBA					
10% discount on core Banquet menu pricing or custom menu pricing to meet Group’s budget	TBA					
Guest Sleeping Room Internet	\$5.95		Run of program	Complimentary basic guest sleeping room Wi-Fi		
Meeting Space Internet up to 10 mbps (provided complimentary if Encore is selected as service provider)	\$12,000.00			Encore will provide complimentary Wi-Fi via internet code to Group staff & attendees to access up to 300 devices (10mbps)	\$12,000	\$12,000
Waived Meeting Room Rental with met F&B minimum						
Four (4) complimentary room nights for pre-planning – based on Hotel’s availability						

- Six (6) complimentary VIP welcome amenities
- Waived fees to bring in outside Production company
- Ten (10) Staff Rooms at \$159.00 per room, per night
- 10% discounted shipping /handling fees
- 25% discount on hotel Branding fees. This discount does not apply to FedEx office fees.

6. Hotel staging will be provided complimentary based on available not to exceed hotel inventory based on the size of the program (peak room nights)
7. Complimentary Directional Easels not to exceed hotel's inventory based on the size of the program
8. Five (5) Complimentary Self-parking passes for length of stay.

Audio-Visual Discount - Hotel Managed (sole provider): Hotel will offer a **20%** discount off prevailing published pricing guidelines for Hotel's in-house inventory of equipment (excludes labor, service charges, consumables, sales tax and shipping/delivery charges) if Hotel is selected as the primary and sole provider of all audiovisual and production related services for the applicable Event, including without limitation any general session. Discounts on outsourced equipment, labor and consumables will depend on total spend and will be negotiated directly with Hotel's audiovisual manager.

Food & Beverage Discount: Hotel will extend a **10%** discount off 2024 published banquet menu prices if Group confirms final menus no later than **30** days prior to arrival. The discount does not reduce Group's guaranteed expenditure of a minimum of \$200,000 in banquet food and beverage, excluding taxes, gratuities and service charges. If Group requests customized menus or other discounted food and beverage options for any/all events, the discount will not apply in addition to the special pricing. Discount does not apply to service charge or gratuity and will be charged based on published retail price. Requests for additional labor, sub-contracted equipment, décor, early/late or extended serve times will be the responsibility of the Group and will not be discounted. Retail value based on Total Anticipated Food and Beverage revenue of **\$200,000.00** is \$20,000.

METHOD OF RESERVATIONS; CUT-OFF DATE: In order to assign specific room types to your attendees, each sleeping room in your Room Block must be confirmed in the manner described below no later than **January 16, 2024**. This date will be known as your "**Cut-Off Date**." After the Cut-Off Date, the Hotel will continue to hold any rooms in your Room Block not assigned to a specific attendee **if you guarantee payment of such rooms to the Master Account**. If you have not guaranteed or prepaid such rooms, you agree that Hotel may offer unused sleeping rooms held in your Room Block to other customers to reduce Hotel's losses and your obligations under the performance damages clause. All requests for additional rooms prior to and after cut-off will be accepted based on room availability and provided at the contracted group rate, including requests over the contracted block and pre/post the contracted block. The hotel agrees that all rooms in their inventory qualify as an available room (including rooms defined as transient non-group). This does not apply to rooms labeled and sold by the hotel as a suite classification, or rooms that have been secured by a credit card and/or rooming list that are considered occupied.

Unavailability of Guestrooms: The parties agree that on occasions due to unanticipated circumstances, the Hotel may not have rooms available for all guests who wish to check in on a particular night. While Hotel will use reasonable efforts to avoid such situation impacting Group, if an attendee with a confirmed reservation guaranteed for late arrival in the Room Block cannot be accommodated by the Hotel, the Hotel will provide the following:

1. Accommodations at a comparable hotel as close as possible and at no charge to the guest for each night the guest is displaced from the Hotel.
2. One daily complimentary round trip ground transportation between Hotel and the alternate hotel.
3. The Hotel will make necessary arrangements for the displaced guest's telephone messages and mail to ensure that they are properly forwarded.
4. Group will receive credit for any guests displaced toward its pick up for purposes of this Agreement.
5. If a room becomes available at the Hotel for the displaced guest and the guest elects not to return to the Hotel, the Hotel will have no further obligations under this clause.
6. When a room becomes available at the Hotel and the displaced guest returns, the Hotel will provide *upgraded accommodations* if available.
7. When a room becomes available at the Hotel and the displaced guest returns, the Hotel will provide a *welcome expression* from the General Manager and at no charge to the Group.

Audit of Attendees: Hotel is pleased to offer **G.R.I.P.**, Hilton's proprietary Group Reservation Identification Program, which automates the process of cross referencing registration lists to identify rooms booked outside of the reserved Room Block. Group's final report of consumed rooms will reflect all rooms associated with the Room Block.

If Group requests a comparison through G.R.I.P., Group will need to electronically provide to the Hotel the first and last names of attendees registered for Group's Event. Group agrees that Group takes full responsibility for (a) determining whether it is necessary to disclose to Group's attendees that information is being provided to Hotel by Group or vice versa which may be considered private or confidential, and for making such disclosure, if it is required, and (b) obtaining any necessary permissions from attendees allowing for such exchange of information. After comparing Group's list to Hotel's guest registry, Hotel will advise Group of the number of room nights occupied by Group's attendees reserved outside the official Room Block.

If Group requests Hotel to provide Group the names of the guests who reserved rooms outside of the official Room Block, Group agrees to sign an addendum relating to the release of the audit information for Group's Event and to fully defend and indemnify Hotel and Hilton Domestic Operating Company Inc. from and against any and all claims, settlements, judgments, fees or costs, including reasonable attorney's fees and expert witness fees and costs, incurred as a result of any claim by any person or entity arising out of the release of information about a guest or guests to Group, as part of this comparison process.

All rooms identified as occupied by Group's attendees will be credited for room attrition and concession purposes. A miscoded room will be commissionable to HPN Global unless Hotel has paid a commission to another entity, or unless the payment of a commission will cause the rate of the room to become less than the negotiated group rates provided in the Agreement.

Group's assigned Event Manager will discuss how Hotel can assist Group in managing Group's attendees' booking behavior so that attendees will reserve rooms within the Room Block.

**Room and tax will be paid by individuals.
Reservations will be made via Rooming List**

INDIVIDUAL GUEST DEPOSITS / EARLY CHECK OUT FEE: To confirm a sleeping room within your Room Block, the sleeping room must be secured with a valid credit card provided either by you or the guest attending your Program, along with a **first** night's deposit, **refundable up to 3 days in advance of arrival date**. All credit cards used to prepay the room deposit will be charged immediately. Should you secure sleeping rooms on behalf of your guests with your credit card, your attendees may thereafter provide their own credit card information for their own sleeping rooms. Your advance payments and deposits will be refunded by us to you within 30 days after completion of your Program if sleeping rooms you paid for in advance were later paid for by your attendees or, at your election, credited to your Master Account.

Our check-in time is **4:00 PM**, check-out time is **11:00 AM**. All guests arriving before **4:00 PM** will be accommodated as rooms become available. Our Guest Services Staff can arrange to check baggage for those arriving early when rooms are unavailable and for guests attending functions on departure day.

If an attendee who has requested a room within your Room Block checks out prior to the attendee's reserved check-out date, we will charge an early check-out fee of One Night's Room and Tax. Attendees wishing to avoid an early check-out fee should advise us at or before check-in of any change in planned length of stay. We will inform attendees of the early check-out charge upon check-in and we request that you also inform your attendees of the charge.

Protection Of Guest Privacy: The Hotel handles Personal Information as such term is described in Hilton's Global Privacy Statement (http://www1.hilton.com/en_US/hi/customersupport/privacy-policy.do) and in accordance with applicable law. Hotel understands and acknowledges that certain of its activities are subject to the Payment Card Industry Data Security Standards (PCI DSS) for the protection of cardholder data. For personal information and data that Group provides to Hotel, Hotel agrees to maintain safeguards designed to protect the security and confidentiality of the personal information, and designed to protect against anticipated threats or hazards to the security or integrity of the personal information and against unauthorized access to or use of the personal information that could result in substantial harm or inconvenience. For the avoidance of doubt, nothing in this Agreement shall be construed to restrict Hotel from lawfully using or disclosing personal information or data acquired as a result of an individual's reservation or stay at Hotel, received as part of Hilton's Hilton Honors loyalty program, provided in an individual's personal capacity as a customer of Hilton or Hotel or available to the Hotel from another source without breach of any agreement or violation of law.

Transmission and Use of Guest Data: The Hotel handles guest personal information in a manner consistent with Hilton's [Global Privacy Statement](#). The Hotel is committed to collecting, protecting, and using personal information in a reasonable manner in accordance with laws applicable to the Hotel, including the European Union's General Data Protection Regulation (Regulation (EU) 2016/679) ("GDPR"). Pursuant to GDPR, each party acts as an independent "Data Controller" with respect to its processing of personal information in connection with this Agreement, and each party will comply with its respective obligations as such. To the extent that either party provides personal data to the other party pursuant to this Agreement, the party supplying the personal data confirms that it has consent or another legal basis to provide the personal data to the receiving party. For clarity, nothing in this Agreement limits a party's ability to use an individual's personal data to the extent directed by, consented to or requested by such individual. Clarivate Analytics (US) LLC represents that it has authority from each guest to share guest data with the Hotel as provided herein to secure the reservation(s). The Hotel agrees to treat such guest data in accordance with Hilton's [Global Privacy Statement](#), and the Hotel will be a "Data Controller" for such data.

BANQUET SERVICES: The Schedule of Events listed above indicates the space that is tentatively being held for you and will be held on a definite basis upon signing of this Agreement by both parties. You agree to confirm with us the assigned function space before printing any materials listing specific meeting or function locations. Please contact the Hotel at least one month before your Program to review and confirm the details for your Program, including menus, decorations, entertainment and beverage service. Event Orders will be sent to you to confirm all final arrangements and prices. These Event Orders will serve as a part of this Agreement. If you do not advise us of any changes on the Event Orders by the date requested by Hotel, you agree that the Event Orders will be considered accepted by you as correct and you will be billed accordingly.

At least **72 hours (three days)** before your Program, you must inform us of the exact number of people who will attend your functions by contacting your assigned Event Manager by phone. We will not undertake to serve more than **3%** above this guaranteed minimum.

QUIET ENJOYMENT: The Hotel shall make every reasonable attempt to ensure that Group's use of all function space is free from outside distractions, disturbances and interruptions. In the event that Group's use of any function space is disturbed despite these efforts, upon notice from Group, the Hotel shall respond immediately to cause such disturbances to cease.

GRATUITY AND SERVICE CHARGE: The combined gratuity and service charge that is in effect on the day of your Program will be added to your account. Currently, the combined charge is equal to **26%** of the food and beverage total, plus any applicable state and/or local taxes. A portion of this combined charge (currently **15.5%**) is a gratuity and will be fully distributed to servers, and where applicable, bussers and/or bartenders assigned to the Program. The remainder of the combined charge (currently **10.5%**) is a service charge that is not a gratuity and is the property of Hotel to cover discretionary and administrative costs of your Program. We will notify you before your Program of any increases (not to exceed 5%) to the combined charge should different gratuity and/or service charge amounts be in effect on the day of your Program unless increases due to union or labor negotiation.

DISCLOSURES:

Group will be responsible for determining to whom it needs to disclose any terms of this Agreement, including any commission, rebates, and/or Event Planner Points. Group will disclose to all group attendees the type and amount of all automatic and mandatory charges that will be charged to them by the Hotel. Group further agrees to reimburse Hotel for any fees, costs, liabilities or expenses that Hotel incurs should any person claim that disclosure was insufficient unless any of any fees, costs, liabilities or expenses are caused by the Hotel's gross negligence or intentional misconduct.

ADDITIONAL CHARGES

The Hotel will inform Group of all charges that may be associated with the conference based on the meeting requirements provided by Group. Any charges, including but not limited to: resort fees, surcharges, shipping and delivery charges, telephone access charges, meeting setups and rental charges, which are services commonly provided to groups by the Hotel, must be disclosed in writing. Charges which Group is not aware of prior to contract signature or not agreed to on signed Banquet Events Orders will be waived. Should Group require additional services and/or equipment, the Hotel must receive Group's approval prior to providing the service and prior to posting the additional charges to the master account. There will be no additional fees or surcharges for group meal functions less than 25ppl.

PAYMENT TERMS:

You agree to pay an initial deposit of **\$10,000** no later than 60 days after receipt of a final signed Agreement from Hotel. If you have established credit with Hilton Worldwide or us, payment of the remaining balance will be due within forty-five (45) days after receipt of the bill.

All charges can be paid by a major credit card that we accept. Please contact us for a then-current list of those major credit cards that our Hotel accepts as of the Program dates. Currently, Hilton Worldwide accepts MasterCard, Visa, Diners Club, American Express and JCB International.

We reserve the right to check your credit status at any time before the commencement of the Program, and we reserve the right to increase the amount of deposits and/or pre-payments should there be a negative change in your financial status upon written notice to you. You expressly consent to our conducting any such credit checks. If advance payments or deposits are not paid on a timely basis, the Hotel will notify the Group in writing, and if the Group has not paid such payment or deposit within thirty (30) of such notice, the Hotel will have the right, at its option, to consider the Agreement cancelled and will be entitled to cancellation damages as provided in this Agreement.

If credit has not been approved for your Program, you will provide us with a valid credit card to which all estimated Master Account charges will be charged no later than 2/1/24.

If credit has been approved, we request that you provide us with your credit card information at the time of your Program so that we may charge the credit card account at departure when you advise us of your approval of the Master Account bill. If any charges are disputed, you agree to provide us with an itemized

list of disputed charges so that we may charge the undisputed charges to the credit card account immediately and the remainder will be charged upon resolution.

If payment of all undisputed charges is not received within sixty (60) days after your receipt of the final invoice, a finance charge of 1.5% per month, or the maximum amount allowed by law, whichever is less, will accrue on the unpaid, undisputed amount, commencing on the date of receipt of the final invoice. You will submit to us an itemized list of any disputed charges within thirty (30) days of receipt of the final invoice, or else all disputes are waived. If any charges are disputed, then the parties agree to work in good faith to resolve the disputed invoiced charges in a timely manner, and you agree to pay the remainder immediately upon resolution of the dispute.

CANCELLATION AND PERFORMANCE DAMAGES: The special rates we offer to you are based in part upon the total gross revenue anticipated by us from your agreement to use and pay for the rooms and events set forth in this Agreement. You guarantee that your Program will provide the Total Anticipated Revenue. You agree and understand that, in the event of a cancellation or lack of full performance by you, our actual damages would be difficult to determine. Therefore, you agree that should you cancel your Program for any reason other than due to a valid Impossibility occurrence, including changing your meeting/function site to another hotel, you will pay as liquidated damages and not as a penalty, a percentage of the Total Anticipated Revenue for your Program, plus any applicable state and/or local taxes as required by law, calculated as follows:

Date of Hotel's Receipt of Cancellation Notice	Percentage of Total Anticipated Revenue Owed	Amount of Cancellation Damages Owed
Cancellation between date of signature and <u>9/30/23</u> :	25%	\$112,325.00
Cancellation between <u>10/1/23</u> and <u>12/31/23</u> :	50%	\$224,650.00
Cancellation between <u>1/1/24</u> and date of arrival	75%	\$336,975.00

Total Anticipated Revenue for this Program is **\$449,300.00**

Payment of cancellation damages must be made no later than 45 days following receipt by Hotel of Group's notice of cancellation to the Hotel. Should you wish to confirm the accurate calculation of the applicable cancellation damages payment, you may contact us and request that we prepare a statement detailing the applicable cancellation damages payment, plus any applicable state and local taxes. We will subtract any advance payments and deposits previously paid by you to us.

If the Program is held but the Hotel does not realize the revenues anticipated from your Program, you agree to pay reasonable liquidated damages to the Hotel for your lack of performance. The performance damages owed will be the amount necessary for the Hotel to receive no less than **80%** of the Total Anticipated Sleeping Room Revenue, and **80%** of the Total Minimum Food and Beverage Revenue, plus any applicable state and/or local taxes as required by law. We will deduct all collected non-refundable individual deposits, all collected early departure fees, and all advance payments and deposits previously paid by you to us from the amount you owe us as performance damages.

Hotel agrees to reduce any performance (attrition) and cancellation damages, on a revenue basis, by any revenues generated by the resale of any/all Group's unused room block (on a last-room sold basis). Rooms will be considered resold to the extent that the Hotel sells more rooms on a night of your Program than it could have sold if your block had been filled. For example, if the Hotel has 300 total available rooms (meaning total rooms minus out of order or off market rooms), and if Group reserves 50 rooms, Hotel will have 250 rooms available to sell before "reselling" an unused room that was part of Group's reserved Room Block. Each room resold will be credited to your actualized revenue at the Hotel's average daily rate for the applicable day that the room is resold.

If Group owes damages under the Sleeping Room Performance policy, the resold room revenue credit will equal the number of rooms resold multiplied by the Hotel's average daily rate for the applicable day and will be added to the revenue achieved by Group for purposes of calculating the amount of performance damages due, if any.

If Group paid damages under the Cancellation policy, the resold room credit will equal the average daily rate received by the Hotel for the nights on which rooms are resold multiplied by the number of rooms resold multiplied by the applicable damage percentage owed by Group. Any or all deposit monies paid by Company will be applied towards any cancellation charges.

Rebook: In the unlikely event that Group must cancel this event, hotel agrees to allow Group to utilize 50% of any fees paid as an advanced deposit towards a future program of equal or greater value. Said replacement meeting to be held within 12 months of original meeting dates, and monies shall be applied at a rate of \$.50 per dollar consumed on room or group food and beverage (credit not to exceed 50% of amount paid).

COMPETING GROUPS: Hotel agrees and understands that Group is engaged in the following business: Technology and Analytics, and that the meeting which will take place over the dates of this contract relates to such business. Therefore, «**PROPERTY**» agrees that if the following groups or businesses held meetings at the Hotel over the dates of this contract, it would create a potential conflict with Group's Program. «**PROPERTY**» therefore agrees that it will not knowingly schedule meetings or events involving the following over Group's contracted dates:

LIST COMPETING COMPANIES OR GROUPS BY NAME

- OCLC
- EBSCO
- Cengage
- Any library automation company
- LexisNexis
- JStor
- Portico
- Google
- Pearson
- Times Mirror
- McGraw Hill
- Thomson Reuters

Renovation/Remodeling: As of the date of the signing of this Agreement, Hotel has no plans for renovation or remodeling of any facilities that will be utilized by Group pursuant to this Agreement, other than ordinary maintenance. If after this Agreement is signed, Hotel confirms any plans to remodel or renovate its facilities, Hotel agrees to inform Group in writing within a reasonable amount of time of the following:

- a. Planned scope of project;
- b. Schedule for commencement and completion;
- c. Anticipated impact project will have on areas to be utilized by Group; and
- d. Hotel's plan for minimizing impact of project on Group.

Hotel's plan to renovate or remodel will not constitute grounds for termination of this Agreement unless the Group's use of any function space or rooms is materially disturbed or mutually agreed upon by both parties. The parties agree to negotiate in good faith to resolve any concerns raised as a result of renovations or remodeling and to enter into such amendments of this Agreement as may be necessary to reasonably accommodate both parties' interests.

Change in Management: Group shall have the right to terminate this Agreement without liability if, after the time of contracting but before the Event, the Hotel is no longer branded as one of the Hilton portfolio of brands. Group could exercise this right by written notice to Hotel provided that such notice is given within thirty (30) days of Group's receipt of notice of such change in brand.

OPTION DATES: These arrangements are being held on a **first option basis** until **8/31/23** (the "Option Period"). However, should other business opportunities arise such that we are in a position to confirm immediately, you will be advised and given **72 hours**, or until the end of your Option Period (whichever is shorter) to confirm this Agreement on a definite basis by returning a signed copy of this Agreement to us, or to enable alternate dates to be researched and offered for your use. Please note that it is your responsibility to notify us if you need to request an extension of your Option Period. If we do not receive a signed copy of this Agreement by **8/31/23**, we may, at our sole option with email notification to Group, release this first option, or may continue to hold the arrangements. No cancellation fee shall apply if we release this first option.

No Binding Precedent: Given that each group booking opportunity is evaluated by Hotel based on numerous factors (including, but not limited to, rate and room availability, total minimum anticipated revenue, seasonal demands, etc.), for the avoidance of doubt, the terms and conditions agreed to in this Agreement by the Hotel, including but not limited to the negotiated rates and concessions described herein, are for the benefit of the Event set out in this Agreement only and cannot be used to create a binding precedent by Group for future events at the Hotel or at any other hotel operating within the Hilton portfolio of hotels.

ENTIRE AGREEMENT: This Agreement, the below-referenced **Additional Terms and Conditions**, appendices, addenda and exhibits attached hereto (if any), upon signature by both parties below, constitutes the entire agreement between the parties and may not be amended or changed unless done so in writing and signed by the parties. If this Agreement or any attachments thereto are returned signed but with changes, it shall not constitute an acceptance, but rather a counteroffer by you that may be accepted or rejected in writing by us in our sole discretion. Once both you and we sign this Agreement, all provisions reserved on your behalf will be *confirmed* and therefore subject to the terms of this Agreement.


ADDITIONAL TERMS AND CONDITIONS: In addition to the terms and conditions of this Agreement as outlined above, this Agreement is also comprised of all the general terms and conditions set forth in the Hilton Worldwide-HPN Confirmation Agreement – Additional Terms and Conditions (collectively, the "**Additional Terms and Conditions**") (attached hereto and incorporated herein by reference as Exhibit "A").

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.

ACCEPTED AND AGREED TO:

GROUP:
Clarivate Analytics (US) LLC

HOTEL:
255 Courtland Tenant
d/b/a Hilton Atlanta

By: 
653610E5D7C0401
Name: Peter Frein
Dated: August 30, 2023 | 3:56:50 PM EDT

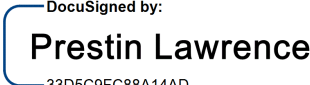
By: 
33D5C9EC88A14AD
Sr. Sales Manager
Name: Prestin Lawrence
Dated: August 30, 2023 | 1:25:46 PM PDT

EXHIBIT "A"

CONFIRMATION AGREEMENT - ADDITIONAL TERMS AND CONDITIONS

These **Additional Terms and Conditions** and the **Hilton Worldwide – HPN Confirmation Agreement**, each hereby made a part hereof (collectively, the "Agreement") is entered into by and between the Hotel and the Group as such terms are defined in the Hilton Worldwide – HPN Confirmation Agreement. All capitalized terms as used herein that are not specifically defined shall have the meaning ascribed to them in the Hilton Worldwide – HPN Confirmation Only Agreement. For the entire term of your use and occupancy of the Hotel premises during your Program, the parties will comply with all of their respective requirements set forth herein.

1. BANQUET FUNCTIONS: For your organized food and beverage functions, the following will apply:

Overtime: You agree to begin your Program promptly at the scheduled start time and to have your guests, invitees and other persons vacate the designated function space at the agreed upon end time unless otherwise agreed by the Hotel. You must reimburse us for any overtime wage payments or other expenses incurred by us because of your failure to comply with these requirements.

Price Increases: There may be increases in prices due to unforeseen changes in market conditions at the time of your Program. We will communicate these increases to you in advance. We will require written confirmation that you agree to pay these increased prices, or at our option we may make reasonable substitutions in menus and you agree to accept such substitutions.

Set Up Charges: Should extensive meeting room set-ups or elaborate staging be required, there will be a set-up charge to cover Hotel costs and additional labor. If equipment is necessary that exceeds Hotel's inventory, then you agree to pay for the cost of renting this additional equipment.

Outside Food and Beverage: Due to applicable law, you may not bring alcoholic beverages into the Hotel for your Program. You must obtain our prior approval before you bring any food or non-alcoholic beverages from outside sources into our Hotel. Service fees will apply to any outside food or beverage served in our function space, regardless whether Hotel labor is required.

Displays and Decorations; Your Property: You may, at your option, purchase insurance to cover your personal property, including decorations, special objects and other property. To the fullest extent permitted by law, we are not responsible for any loss or damage to property belonging to you or your attendees and do not maintain insurance covering it, unless such damages are caused by our gross negligence or intentional misconduct. All displays and/or decorations will be subject to our prior written approval and we reserve the right to contract and charge you for Hotel staff to provide the labor for any installations or removals of such. Hotel can advise you of such potential charges upon request.

Outside Contractors: Should you elect to utilize outside contractors on Hotel premises during your Program, you must notify us at least 10 days in advance of your Program. We may require that your outside contractors sign a hold harmless, indemnification and insurance agreement in the form currently in use at the Hotel for similar outside contractors, and provide proof of insurance in amounts acceptable to us (amounts and types of insurance to be determined in our sole discretion based on the type of services the outside contractor will be providing) before the outside contractor will be allowed to provide services on our Hotel premises. In some instances, Hotel may be required, pursuant to obligations imposed on Hotel by labor unions or collective bargaining agreements, to utilize Hotel labor to provide certain services, and you agree to pay the fees and/or charges associated with these services.

Conduct of Program: To the fullest extent permitted by law, you assume full responsibility for any damage done to our premises during your Program, to the extent such damage was caused by you, your employees, guests, agents, and contractors and any damage done resulting from the installation, placement, and removal of your displays, equipment, exhibits, or other items. For purposes of clarity, Group shall not be responsible for damage to guest sleeping rooms or public spaces of the Hotel not occupied by Group; in those instances, Hotel shall seek payment for damage from the responsible guest(s). You also agree that your Program will not create any unreasonable disturbance to other guests or meetings, such as excessive noise, smoke or fog machines, dry ice, confetti cannons, candles, incense, or any activity that generates offensive smells. Hotel reserves the right to end your Program immediately if you do not comply with Hotel's request to reduce or eliminate any such disturbance, in which case you will remain responsible for payment of all charges related to your Program and no refunds will be issued by Hotel.

Fire Safety: For the safety of persons and property, no fireworks or incendiary devices may be used indoors at the Hotel. All room sets must be in compliance with the local Fire Department regulations, including those pertaining to occupancy load, mandatory aisles, ceiling clearance and fire exits. Any Program that has vehicle displays, fog machines, fueled cooking demonstrations, lasers, exhibits (including tabletop) or extensive productions with staging and props, must have a certified permit from the local Fire Marshall. All associated fees for permits, floor plan approval and stand-by fire watch are your responsibility and final approved copies of all such permits must be provided to us at least three (3) days prior to your Program. Should you require any rigging services for this Program, all such services must be arranged through the in-house audio-visual provider or the Hotel and you will be responsible for all costs associated therewith.

Security: If required, in our sole judgment, in order to maintain adequate security measures in light of the size and/or nature of your Program, you will provide, at your expense, security personnel supplied by a reputable licensed guard or security agency doing business in the city or county in which we are located, which agency will be subject to our prior approval. Such security personnel may not carry weapons.

2. GUEST RESERVATION INFORMATION: If you request that Hotel provide you and/or your representative(s) with access to guest reservation information pertaining to guests who have reserved rooms at the Hotel as part of the Room Block (each, an "Attendee") established pursuant to this Agreement, then you certify that you have already obtained, or will obtain, consent from each of your Attendees for the Hotel or Hilton Worldwide, Inc. to provide to you and/or your representative(s) such Attendee's reservation information, and you further agree to reimburse Hotel and Hilton Worldwide, Inc. for any costs, damages, fees or expenses of any kind arising from any claim(s) by an Attendee relating to the Hotel's or Hilton Worldwide, Inc.'s disclosure of any Attendee's reservation information.

3. EVENT PLANNER BONUS ACKNOWLEDGEMENT FORM: If we agree to pay an Event Planner Bonus in connection with your Program, then before the Event Planner Bonus can be issued, an acknowledgment form signed by an authorized representative of the Event Planner's employer must be submitted to us, with such form merely confirming that the employer is aware of the courtesy being provided to the Event Planner, and that the issuance of the courtesy does not violate the employer's policies as of the date of issuance of the Event Planner Bonus. We can provide an acknowledgement form acceptable to us.

4. DISCLAIMER OF LIABILITY: To the fullest extent permitted by law, Group agrees that in no event will Hotel, Hotel's Owner or Hilton Worldwide, Inc. be liable for (1) any services or products provided, or to be provided, to Group by any third party supplier or contractor (including, but not limited to, companies that provide meeting registration or management services, florists, decorators, musicians, etc.), or (2) any liability arising out of any agreement between Group and any such third party supplier or contractor that Group hires or retains to provide services to Group's Program. For the avoidance of

doubt, this disclaimer applies even if such third party supplier or contractor (1) was recommended by Hotel to Group, (2) was as a preferred supplier / vendor of the Hotel, and/or (3) pays Hotel commissions or provides Hotel with other incentives based on their services paid for by Group.

5. AUXILIARY AIDS: The Hotel represents that it contains accessibility features for individuals with disabilities and, where needed, the Hotel will provide equivalent facilitation, auxiliary aids and services, and reasonable modifications to policies and procedures to ensure that our guests have equivalent access to the Hotel's goods, services, and accommodations. You agree that one week in advance of your Program, you will furnish to us a list of any auxiliary aids needed by your attendees in meeting or function space. Except as required by applicable laws, you agree that you will be responsible for the procurement and payment of all charges for any and all auxiliary aids. We will, upon your request, furnish you with the names of businesses you can contact to obtain these aids. You also agree to be responsible for compliance with the Americans with Disabilities Act in the set up and conduct of meetings for your Program.

6. COMPLIANCE WITH LAWS: You represent and warrant that you are currently not on the U.S. Department of the Treasury's Office of Foreign Assets Control (OFAC) List of Specially Designated Nationals and Other Blocked Persons (including terrorists and narcotics traffickers) (the "OFAC List"), nor on any similar restricted party listings, including those maintained by other governments pursuant to applicable United Nations, regional or national trade or financial sanctions. If you are added to any such restricted party list prior to your arrival date, then you must notify us immediately. The OFAC List can be found by visiting <http://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>. We may cancel your Program and this Agreement without liability if we reasonably believe it is necessary to do so in order for us to comply with our obligations under such applicable laws or regulations, including if you are added to any restricted party listings as described in this section.

7. PROMOTIONAL CONSIDERATIONS: We have the right to review and approve any advertisements or promotional materials in connection with your Program that specifically reference the name of the Hotel or a name or logo owned by a subsidiary of Hilton Worldwide, Inc., including (but not limited to): Hilton, Hilton Hotels & Resorts, Conrad Hotels & Resorts, Waldorf Astoria Hotels & Resorts, Embassy Suites, DoubleTree by Hilton, Hilton Garden Inn, Hampton Inn, Canopy by Hilton, Curio – A Collection by Hilton, Tru by Hilton, Hampton Inn & Suites, Home2 Suites by Hilton, Homewood Suites by Hilton, and Hilton Grand Vacations. You agree that we may share your Event and Planner information with our third party providers who offer support services to groups holding meetings/functions at our Hotel, including audio/visual services, decorators, florists, and others.

8. SUCCESSORS AND ASSIGNS: The commitments made by each party will be binding on their respective successors and assigns. In the event that Group assigns, sells, conveys, pledges or otherwise disposes of all or substantially all of its assets (collectively referred to as "assignment"), by operation of law or otherwise, this agreement and the obligations herein must also be assigned to and assumed by the successor organization, subject to approval by Hotel. In the event such an assignment is contemplated, Group agrees to notify Hotel at least thirty days in advance of the planned close of the assignment transaction of the entities involved. Hotel will thereafter have 20 days in which to notify Group if assignment is approved.

Likewise, the commitments made by Hotel will be binding on its successors and assigns. In the event that the Hotel is sold or transferred to an unaffiliated third party, this Agreement and the obligations herein must also be assigned to and assumed by the successor organization. In the event such an assignment is contemplated, Hotel agrees to notify Group at least thirty days in advance of the planned close of the assignment transaction of the entities involved. Group will thereafter have 20 days in which to notify Hotel of its decision to cancel this Agreement if the successor entity is **identified on the list of "Specially Designated Nationals or Blocked Persons" maintained by the U.S. Department of the Treasury's Office of Foreign Assets Control.**

9. SEVERABILITY; NON-WAIVER: Any provision in this Agreement that is held to be illegal or unenforceable in any jurisdiction shall be ineffective to the extent of such illegality or unenforceability without invalidating the remaining provisions and any such illegal or unenforceable provision shall be deemed to be restated to reflect as nearly as possible the original intentions of the parties in accordance with applicable law.

10. AMENDMENTS/CHANGES: Any amendments or changes to the arrangements described in this Agreement must be made in writing, signed by both you and us; provided, however, that this Agreement includes all signed or unsigned Program Orders (and the terms and conditions contained therein and attached thereto) issued by us for this and related functions/events and that your final guarantee of attendance may be made by phone. For purposes of this Agreement and any amendment or modification thereto, or for any other notice or communication between the parties, signatures sent or received by email with a scanned document with signature attached or by facsimile transmission will be considered as enforceable and valid as an original signature by the party signing. The effective date of communications between the parties will be determined as follows: (i) communications sent via U.S. Mail or private mail delivery service (i.e. Fed Ex) or email will be effective as of the date sent; and (ii) Communications sent via facsimile will be considered effective as of the date and time on the facsimile confirmation sheet retained by the sender. For the avoidance of doubt, emails, including emails that bear an electronic "signature block" identifying the sender, do not constitute signed writings for purposes of this Agreement.

Impossibility: If unanticipated events beyond the reasonable control of the parties (including, but not limited to: acts of God; declared war in the United States; government regulations in effect 60 days or less before the Event dates that would prevent the Event from taking place as contracted; terrorist attacks in the city in which Hotel is located; or curtailment of transportation either in the city in which Hotel is located or in the countries/states of origin of the attendees that prevents at least 40% of the attendees from arriving for the first peak night of the Event) any of which make it illegal, impossible, commercially impracticable, unsafe or inadvisable to perform under this Agreement, the affected party may terminate this Agreement, without liability, upon providing written notice to the other party.

If the Event is terminated due to a valid Impossibility/force majeure occurrence, then Group agrees to negotiate promptly and in good faith with the Hotel in an effort to rebook the cancelled Event, based on space and rate availability at the Hotel, over mutually acceptable dates. If the parties agree on rebook dates, then Hotel will retain the advance deposits paid under the cancelled Event and apply the deposits toward the Master Account of the rebooked event. Advance deposits applied to a rebooked event may not be applied to cancellation or performance damages for the rebooked event and any unused credit will be retained by Hotel. If the parties cannot agree on mutually acceptable rebook dates, then Hotel agrees to refund all prepaid advance deposits.

Indemnification: Group agrees to indemnify, defend and hold harmless the Hotel, Hotel's owners, managers, partners, subsidiaries, affiliates, officers, directors, employees and agents (collectively, the "**Hotel Indemnified Parties**"), from and against any and all third party claims, losses or damages to persons or property, governmental charges or fines, penalties, and costs (including reasonable attorney's fees) (collectively, "**Claim(s)**"),

in any way arising out of or relating to the Event that is the subject of this Agreement but only to the extent any such Claim(s) arise out of the negligence, gross negligence or intentional misconduct of Group's employees, agents, contractors, exhibitors, or attendees. Nothing in this indemnification shall require Group to indemnify the Hotel Indemnified Parties for that portion of any Claim arising out of the negligence, gross negligence or intentional misconduct of the Hotel Indemnified Parties.

Hotel agrees to indemnify, defend and hold harmless Group, Group's owners, managers, partners, subsidiaries, affiliates, officers, directors, employees and agents (collectively, the "**Group Indemnified Parties**"), from and against any and all Claims (as such term is defined above) arising out of or relating to the Event that is the subject of this Agreement but only to the extent any such Claim(s) arise out of the negligence, gross negligence or intentional misconduct of Hotel's employees, agents, or contractors. Nothing in this indemnification shall require Hotel to indemnify any of the Group Indemnified Parties for that portion of any Claim arising out of the negligence, gross negligence or intentional misconduct of the Group Indemnified Parties.

Limitation of Liability: *Except in connection with the indemnification obligations contained in the Agreement, and except for personal injury or property damages, and except for damages caused by a party's gross negligence or intentional misconduct or fraud, (1) neither party shall be liable to the other party for any special, incidental, or consequential damages, including loss of income or opportunity, even if the other party was aware of the possibility of such damages prior to their occurrence, and (2) neither party shall be liable to the other party for any amounts in excess of the total fees payable by Group to the Hotel in connection with the Event. For the avoidance of doubt, the previous sentence shall not be construed so as limit or other negate Group's obligation to pay cancellation damages, performance damages (sometimes referred to as attrition fees), if any, according to the terms and conditions set forth in the Agreement, given that in some jurisdictions, cancellation or performance damages may be considered to be a form of special, incidental or consequential damages.*

This section shall not waive any statutory limitations of liability available to either party, including innkeeper's limitation of liability laws, nor shall it waive any defenses a party may have with respect to any Claim. This section shall survive any termination or expiration of this Agreement.

13. INSURANCE: You agree to maintain insurance reasonably commensurate with all activities arising from or connected with your Event, including, but not limited to, general liability insurance, with limits not less than \$2,000,000 per occurrence, covering personal injury, property damage, and other liability arising from your Event. 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 Hotel Indemnified Parties, unless the Hotel is liable for the claims or other liability. Hotel agrees to maintain general liability insurance with limits not less than \$5,000,000 per occurrence, covering liability for personal injury, property damage, liquor liability, and automobile liability. Upon written request, each party shall make evidence of coverage available to the other party.

14. GOVERNING LAW: The Agreement will be governed by and interpreted pursuant to the laws of the state in which Hotel is located, excluding any laws regarding the choice or conflict of laws.

15. DISPUTE RESOLUTION: The parties will use their commercially reasonable efforts to informally and timely resolve any dispute concerning any matter related to this Agreement by presenting the dispute to senior representatives of Hotel and Group for their discussion and possible resolution in the order set forth herein; *provided, however*, a dispute relating to patents, trademarks, trade dress, copyrights, trade secrets, and/or infringement of intellectual property rights shall not be subject to this provision. All negotiations pursuant to this section are confidential and shall be treated as compromise and settlement negotiations for purposes of applicable rules of evidence. If within a period of thirty (30) calendar days after submission of a disputed matter in accordance with this clause, the respective senior representatives are unable to agree upon a resolution of such dispute, then either party may give notice to the other party of its intention to pursue legal proceedings.

16. COLLECTION/ATTORNEY'S FEES: The parties agree that if any dispute arises in any way relating to or arising out of this Agreement, the prevailing party in any court proceeding will be entitled to recover an award of its attorney's fees and costs, plus pre and post judgment interest.

17. WALK SITUATION: The parties agree that on occasions due to unanticipated circumstances, the Hotel may not have rooms available for all guests who wish to check in on a particular night. While Hotel will use reasonable efforts to avoid such situation impacting Group, in the event any member of your group with a confirmed reservation cannot be accommodated by the **Hotel**, the **Hotel** will provide the following:

8. Accommodations at a comparable hotel as close as possible and at no charge to the guest for each night the guest is displaced from the **Hotel**.
9. Two complimentary round trips between **Hotel** and the alternate hotel.
10. The **Hotel** will make necessary arrangements for the displaced guest's telephone messages and mail to ensure that they are properly forwarded.
11. The group will receive credit for any guests displaced toward its pick up for purposes of this contract.
12. If a room becomes available at the **Hotel** for the displaced guest and the guest elects not to return to the **Hotel**, the **Hotel** will have no further obligations under this clause.
13. When a room becomes available at the **Hotel** and the displaced guest returns, the **Hotel** will provide upgraded accommodations if available and provided with a welcome expression from the General Manager.
14. Attendees of Group will be the last individuals relocated from the Hotel.

Certificate Of Completion

Envelope Id: 7DCC040078034A71B6B64E2A292D691D	Status: Completed
Subject: Complete with DocuSign: Hilton Atlanta -Clarivate Analytics US - Confirmation Agreement - US SK...	
Source Envelope:	
Document Pages: 10	Signatures: 2
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator: Nancy Sucher Nancy.Sucher@Clarivate.com
Enveloped Stamping: Disabled	IP Address: 8.46.247.10
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	

Record Tracking

Status: Original 8/30/2023 12:46:12 PM	Holder: Nancy Sucher Nancy.Sucher@Clarivate.com	Location: DocuSign
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Signer Events

Peter Frein
peter.frein@clarivate.com
VP Procurement
Clarivate
Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:
Peter Frein
653610F5D7C0401...

Signature Adoption: Pre-selected Style
Using IP Address: 8.46.247.10

Timestamp

Sent: 8/30/2023 12:50:41 PM
Viewed: 8/30/2023 12:56:43 PM
Signed: 8/30/2023 12:56:50 PM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Prestin Lawrence
prestin.lawrence@hilton.com
Security Level: Email, Account Authentication (None)

DocuSigned by:
Prestin Lawrence
33D5C9FC88A14AD...

Signature Adoption: Pre-selected Style
Using IP Address: 98.62.88.217

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Viewed: 8/30/2023 1:25:17 PM
Signed: 8/30/2023 1:25:46 PM

Electronic Record and Signature Disclosure:
Accepted: 8/30/2023 1:25:17 PM
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In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Jason Sexton
Jason.Sexton@Clarivate.com
Security Level: Email, Account Authentication (None)

COPIED

Sent: 8/30/2023 1:25:50 PM
Viewed: 8/31/2023 4:47:14 AM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Dominique Pride
dominique.pride@clarivate.com
Security Level: Email, Account Authentication (None)

COPIED

Sent: 8/30/2023 1:25:52 PM

Carbon Copy Events	Status	Timestamp
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Electronic Record and Signature Disclosure:
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ID: e1f6d15f-f676-4997-91dd-69583c2802be

Clarivate Contracts
Clarivate.Contracts@Clarivate.com
Security Level: Email, Account Authentication (None)



Sent: 8/30/2023 1:25:53 PM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Certified Delivered	Security Checked	8/30/2023 1:25:17 PM
Signing Complete	Security Checked	8/30/2023 1:25:46 PM
Completed	Security Checked	8/30/2023 1:25:53 PM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Camelot UK Bidco Limited (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Camelot UK Bidco Limited:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: vicky.mcpartland@clarivate.com

To advise Camelot UK Bidco Limited of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at vicky.mcpartland@clarivate.com and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Camelot UK Bidco Limited

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