

1. COMMISSION - Rates are to be non-commissionable.
2. RELEASE FROM OBLIGATION- Supplier acknowledges that Outbrain's performance of this Agreement is contingent upon the availability and suitability of facilities provided by this Hotel, and the Hotel agrees that Outbrain shall be released from any duties or performance of this Agreement should the facilities of this hotel be rendered unavailable or deemed unsuitable for Outbrain during the dates of this Agreement –i.e. room renovations, any fire or building code, and that it will maintain appropriate insurance.
3. INSURANCE-Supplier represents and warrants that it is and will remain in full compliance with all applicable laws and regulations relating to safety, including, without limitation, any fire or building code, and that it will maintain appropriate insurance.
4. INDEMNIFICATION- The Supplier shall indemnify and hold harmless Outbrain, its employees and officers against all loss, liability, expense, damage, claims or suits on account of any (i) injury to the person or property of any registrant, guest or employees of Outbrain staffing arising out of the negligence or willful misconduct of the Supplier, its agents or employees, unless the same is caused by the gross negligent or willful misconduct of Outbrain; ii) arising out of any actual or threatened breach by Supplier of its confidentiality obligations under this Agreement and (iii) imposed on or incurred by Outbrain due to any violation of applicable laws, rules and regulations by the Supplier, including without limitation, actual or threatened breach of data protection laws and Foreign Corrupt Practices Act and applicable anticorruption laws.
5. LIMIT OF LIABILITY - In no event shall either party be liable to the other party or any other person or entity for any special, exemplary, indirect, incidental, consequential or punitive damages of any kind or nature whatsoever (including, without limitation, lost revenues, profits, savings or business, or contribution or indemnity in respect of any claim against the party) or loss of records or data, whether in an action based on contract, warranty, strict liability, tort (including, without limitation, negligence) or otherwise, even if such party has been informed in advance of the possibility of such damages or such damages could have been reasonably foreseen by such party. In no event shall Outbrain's liability to Supplier or any other person or entity arising out of or in connection with this Agreement or the Services exceed, in the aggregate, the total fees payable by Outbrain to Supplier in the twelve months (12) months immediately preceding the date on which such damage arose.
6. CONFIDENTIALITY- Each party agrees to maintain the confidentiality of any information and/or the contents of any documents provided/made available to it by the other in connection with this Agreement and shall not, without the prior consent of the other, disclose the same to any third party unless it is required under any statute or by any statutory authority.
7. GOVERNING LAW- This Agreement will be governed by the laws of the State of New York, without regard to its conflict of law provisions. Any action or proceeding arising from or relating to this Agreement must be brought in a federal court in the Southern District of New York or in state court in New York County, New York, and each party irrevocably submits to the jurisdiction and venue of any such court in any such action or proceeding. The parties are independent contractors, and nothing in this Agreement will be construed to create a partnership, joint venture, agency or other relationship between the parties.
8. Hotel agrees to honor the pricing, terms, and amenities as offered in Lanyon.