**HOSPITALITY SERVICES AGREEMENT**

This Hospitality Services Agreement (this “Agreement”), dated as of March 11, 2019, is made by and between Cognizant Technology Solutions U.S. Corporation, a Delaware corporation with its principal offices located at 211 Quality Circle College Station TX – 77845 (collectively with its affiliates, “Cognizant”) and Wyndham Hotel Group, LLC, with its principal offices located at \_22 Sylvan Way, Parsippany, NJ 07504 (“WHG”). Both parties hereto collectively referred to as the "Parties" and individually as a "Party". The Parties, intending to be legally bound, hereby agree as follows:

* **Services**. This Agreement is binding upon hotels that are (a) managed or owned in WHG’s system of hotels and (b) any hotels that are franchised by one of WHG’s brands and that formally choose to participate in this Agreement (individually, a “Hotel” and collectively “Hotels”). WHG franchisees shall have the right, but not the obligation, to become a Hotel providing services to Cognizant pursuant to the terms of a Statement of Work as set forth in Exhibit A. A list of Hotels will be maintained and updated by WHG from time to time and provided to Cognizant upon request. Cognizant may engage Hotel to provide room and board and to provide other ancillary services (collectively, the “Services”) in connection with one or more meetings or events (each a “Meeting” and collectively, the “Meetings”) during the Term (as hereinafter defined) as mutually agreed by the Parties from time to time pursuant to one or more written statements of work in the form of Exhibit A attached hereto (each a “Scope Of Work” and collectively, the “Scope Of Works”). Hotel shall not commence work on any Meeting or provide any Services until the Hotel and Cognizant enter into a SOW, which will set forth (i) the Services to be performed by Hotel (including deliverables to be provided to Cognizant in connection therewith), (ii) the Meeting dates, (iii) the cost and payment schedule with respect to such Meeting and Services, and (v) to the extent necessary and appropriate, additional provisions applicable to the Services to be provided pursuant to the SOW which shall not be inconsistent with the terms of this Agreement and which are not otherwise set forth in this Agreement. Any terms or conditions included in a SOW other than those described in this Section 1 shall be deemed to conflict with this Agreement and shall have no force or effect.
* **Term.** The term of this Agreement shall commence on the Effective Date and continue in full force and effect until March 10, 2022 (the “Term”), unless sooner terminated pursuant to Section 3; *provided, however,* that if any SOW entered into prior to the end of the Term shall have an expiration date after the last day of the Term, then notwithstanding the end of the Term set forth in this **Section 2**, this Agreement shall remain in full force and effect until the expiration of such SOW and references herein to “Term” shall refer to the period ending with the expiration date of such SOW, but only with respect to such SOW and the Services described therein.
* **Termination**. This Agreement shall be immediately terminable at any time by either Party, without any reason, upon thirty (30) days’ prior written notice to the other Party; provided, however, that if any SOW entered into prior to the end of the Term shall have an expiration date after the last day of the Term, then notwithstanding the termination set forth in this Section 4, this Agreement shall remain in full force and effect until the expiration of such SOW and references herein to “Term” shall refer to the period ending with the expiration date of such SOW, but only with respect to such SOW and the Services described therein. Upon the effective date of any such termination, Hotel shall immediately cease work on the affected Services. Upon termination, Cognizant’s sole obligation to Hotel or the relevant affiliate, shall be to pay Hotel for approved Services, subject to Section 3, any monies due in accordance with the cancellation provisions set forth in any applicable SOW and WHG and/or Hotel shall return the full deposit to Cognizant within two weeks of the cancellation date.

a. Either Party may, without prejudice to any other right or remedy it may have, immediately upon the delivery of written notice to the other Party terminate this Agreement, if the other Party materially breaches any provision of this Agreement and fails to cure such breach within 30 days after receiving written notice thereof from the non-breaching Party.

b. This Agreement shall automatically terminate without any further action of either Party if either Party files a petition or is subject to an involuntary petition filed against it under the U.S. Bankruptcy Code, or any successor statute, which petition is not stayed or dismissed within 60 days; *provided, however*, that the Party which is not subject to such action or petition may waive such termination during such 60 day period.

* **Warranties**. WHG and Hotel each respectively represents and warrants that, as of the Effective Date, it is not a party to any oral or written contract or understanding with any third party that is inconsistent with this Agreement and/or WHG’s or Hotel’s obligations or performance under this Agreement or that will in any way limit or conflict with its ability to fulfill the terms of this Agreement. WHG and Hotel each respectively further represents warrants and covenants that it will not enter into any such contract or understanding during the Term.

WHG warrants and represents that: (a) all Services will be performed in accordance with the Agreement; (b) WHG will comply at all times with all applicable federal, state and local laws, codes, and regulations; (c) WHG has all necessary rights, licenses and permits required to perform the services hereunder.

Except for the warranties stated in the Agreement, either party makes no other warranties of any kind or nature, whether express or implied, including but not limited to warranties of merchantability or fitness for a particular purpose or use.

* **Confidentiality**. Cognizant and WHG shall each (i) hold the Confidential Information of the other in trust and confidence and avoid the disclosure or release thereof to any other person or entity by using the same degree of care as it uses to avoid unauthorized use, disclosure, or dissemination of its own Confidential Information of a similar nature, but not less than reasonable care, and (ii) not use the Confidential Information of the other Party for any purpose whatsoever except as expressly contemplated under the Agreement. The term “Confidential Information” shall mean any and all information or proprietary materials (in every form and media) not generally known in the relevant trade or industry and which has been or is hereafter disclosed or made available by either party (the “Disclosing Party”) to the other (the “Receiving Party”) in connection with the efforts contemplated hereunder. The obligations of either Party will not apply to information that (i) was in the Receiving Party’s possession at the time of disclosure and without restriction as to confidentiality, (ii) at the time of disclosure is generally available to the public or after disclosure becomes generally available to the public through no breach of Agreement or other wrongful act by the Receiving Party, (iii) has been received from a third party without restriction on disclosure and without breach of Agreement by the Receiving Party, or (iv) is independently developed by the Receiving Party without regard to the Confidential Information of the Disclosing Party. In addition, the Receiving Party may disclose Confidential Information as required to comply with binding orders of governmental entities that have jurisdiction over it; provided that the Receiving Party (a) gives the Disclosing Party reasonable written notice to allow the Disclosing Party to seek a protective order or other appropriate remedy, (b) discloses only such Confidential Information as is required by the governmental entity, and (c) uses commercially reasonable efforts to obtain confidential treatment for any Confidential Information so disclosed.
* **Data Privacy**
* 6.1 Privacy. In connection with the Services, the parties may processes (which shall include, inter alia, accessing, hosting, recording, transferring, holding, or carrying out any operation or set of operations on) each other’s Confidential Information, their Client’s Confidential Information, or Protected Personal Information (collectively, “Protected Data”); alternatively, the parties may receive Protected Data from or on behalf of one another in connection with their performance of their obligations under this Agreement. The parties agree that they will access Protected Data solely: (i) in accordance with the disclosing party’s express written instructions; (ii) to carry out their legal responsibilities under applicable laws; or (iii) to fulfil their obligations under this Agreement.
* 6.2 Data Security Program. When accessing Protected Data, the parties agree to implement and maintain commercially reasonable and appropriate physical, technical, and administrative safeguards (“Data Security Program”) designed to prevent: (A) unauthorized or unlawful destruction, loss, alteration, or disclosure of Protected Data, (B) physical trespass on a secure facility, computing systems intrusion/hacking, loss/theft of a any information storage device, loss/theft of printed materials containing Protected Data; (C) exploitation of a vulnerability in the receiving party’s computer systems that hold or access Protected Data; (collectively, a “Security Incident”).
* At a minimum, the parties’ Data Security respective Programs will  provide for: (A) protection of business facilities, paper files, computing equipment, including all mobile devices and other equipment with information storage capability, and backup systems containing Protected Data; (B) network, application (including databases) and platform security; (C) business systems designed to optimize security; (D) secure transmission and storage of Protected Data (whether by encryption or other equally protective measures); (E) authentication and access control  mechanisms; and (F) personnel security and integrity.

6.3 Security Incidents. In the event of a Security Incident, caused by one party’s breach of its obligations in Section 5, that party, the will immediately inform the other party without undue delay. This notification will include, to the extent known at the time notice is sent: (i) a description of the Security Incident; (ii) the categories and types of Protected Data affected, including any Protected Personal Information; and (iii) if applicable, the categories and number of data subjects and individual records affected. Additionally, the party who caused the Security Incident will promptly investigate and remedy the Security Incident and take commercially reasonable steps to mitigate the effects of the Security Incident and to prevent further Security Incidents.

* **Indemnification and Limitation of Liability.** Each Party agrees to indemnify, defend, and hold harmless the other, its officers, directors, partners, agents, and employees from any and all claims, loss, damage or expense (including reasonable attorney's fees) arising from the gross negligence or willful misconduct of the indemnifying Party, its agents and employees in the performance of its duties and responsibilities under this agreement.

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. Except with respect to party’s confidentiality obligations, indemnity obligations or Party’s obligations with respect to marks of a party, in no event shall either Party’s liability to the other Party or any other person or entity exceed the amount payable (‘paid’ in case of WHG) by Cognizant under the relevant Statement of Work.

* **Insurance.** WHG agrees to require each managed or owned Hotel and make commercially reasonable efforts to advise its franchisees to carry, and upon commercially reasonable demand, to provide evidence of, sufficient fire, liability, burglary, and other insurance coverage to provide coverage for any liabilities arising out of or resulting from our respective obligations pursuant to the Agreement. The requirement for an insurance certificate will be communicated if necessary.
* **Force Majeure.** If acts of God or government authorities, natural disasters, or other emergencies beyond a Party’s reasonable control make it illegal, infeasible, unreasonably difficult or impossible for such Party to perform its obligation under the Agreement and / or Addendum, such Party may terminate the Agreement upon written notice to the other Party without liability.

* **Quiet Enjoyment.** WHG will use commercially reasonable efforts to encourage the Hotels, upon request by Cognizant, at the property’s sole discretion keep Cognizant informed of other in-house groups during the same time period. WHG will also use commercially reasonable efforts to encourage the Hotel to provide a quiet environment for the meeting. If such loud activities occur, Cognizant will be extended courtesies and discounts to minimize the inconvenience at the sole discretion of the Hotel.
* **Americans with Disabilities Act:** Both Cognizant and Hotel shall be responsible for compliance with the public accommodation requirements of the American with Disabilities Act (“Act”) as defined by applicable law. Hotel shall ensure that the relevant property provides to the extent required by the Act, such auxiliary aids and/or services as may be reasonably requested by Cognizant, provided that Cognizant gives reasonable advance written notice to Hotel of such needs.
* **Compliance:** WHG represents, warrants and undertakes, as appropriate, that:

* this Agreement and the relationship created hereby and WHG’s activities hereunder do not and will not violate any laws related to bribery and/or corruption, including but not limited to the Foreign Corrupt Practices Act (FCPA), OECD convention on combating bribery of foreign public officials in international business transactions and all related and implementing legislation or put Cognizant in breach of any such laws, and further warrants that, in connection with the provision of the services or any of them, WHG will duly observe at all times throughout the period of this Agreement all applicable laws and the terms of this Agreement.
* WHG including its employees or agents have not made nor will it offer to make any loan, gift, donation or other payment of anything of value, directly or indirectly, whether in cash or in kind, to or for the benefit of any officer or employee of a government agency, department, instrumentality, government-owned company, or public international organization, political candidate, political party or official thereof, or anyone acting in an official capacity for any of the foregoing (collectively, “Government Officials”), or to any other person to obtain any improper advantage.
* WHG will report to Cognizant any attempt by Cognizant's officers or employees to solicit or obtain any gifts, gratuities, personal discounts or special services from Hotel. This section shall not be construed to preclude the reasonable request by Cognizant for samples as it is related to the performance of the services hereunder or acceptance of commonly distributed promotional material,
* WHG will maintain complete and accurate records, in accordance with standard accounting practices, relating to the Services and to expenses incurred in connection therewith. Upon request, Hotel will provide Cognizant access to such billing and expense records relating to Services provided under this Agreement during normal business hours.
* **Miscellaneous.**
* **Publicity**: WHG and Cognizant and its agents agree that, unless required by law, (i) no press release, acknowledgment or other information concerning the Agreement and the Services provided hereunder will be made public by either Party without the prior written agreement of the other Party, and (ii) WHG or its agents shall not identify the other Party as a customer nor shall WHG or Cognizant use the other Party’s name, photographs, logo, trademark, or other identifying characteristics without the other Party’s prior written approval
* Should either of the Parties resort to litigation, arbitration, or other form of alternate dispute resolution to enforce an alleged breach of this Agreement, the prevailing party shall be entitled to reimbursement for its costs and reasonable attorney's fees, including such costs and fees as may be incurred on appeal.
* **General**. This Agreement will be governed by the laws of Texas. WHG may not assign or otherwise transfer any of its rights, duties or obligations under this Agreement without the prior written consent of Cognizant. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assignees. All notices required by this Agreement will be given in writing to the other Party and delivered by registered mail, international air courier, facsimile, or the equivalent. Notices will be effective when received as indicated on the facsimile, registered mail, or other delivery receipt. All notices will be given by one Party to the other at its address stated on the first page of this Agreement unless a change thereof previously has been given to the Party giving the notice. This Agreement may be modified only by a written amendment executed by duly authorized officers or representatives of the Parties. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, then such provision shall be severed from this Agreement and the remaining provisions will continue in full force. Any waiver or consent from Cognizant, if any granted, shall be in writing only and no implied waiver and/or consent shall be presumed for any purpose(s) of this Agreement and/or a Statement of Work. No waiver by Cognizant, if any granted, of any breach, default or violation of any term, warranty, representation, covenant, condition or provision of this Agreement and/or any Statement of Work shall constitute a waiver by Cognizant of any subsequent breach, default or violation of any term, warranty, representation, agreement, covenant, condition or provision. This Agreement may be executed in several counterparts, each of which will be deemed an original, and all of which taken together will constitute one single Agreement between the Parties with the same effect as if all the signatures were upon the same instrument. This Agreement and all Statements of Work(s) attached hereto constitute the complete and exclusive statement of the agreement between the Parties and supersede all proposals, oral or written, and all other prior or contemporaneous communications between the Parties relating to the subject matter herein. In the event of any conflict between any provision(s) of the Agreement and that of a Statement of Work then to the extent of such conflict the applicable provision(s) of the Agreement shall prevail and be applicable.

IN WITNESS WHEREOF, Cognizant and WHG have caused this Agreement to be signed and delivered by their duly authorized officers, all as of the date first herein above written.

**Cognizant Technology Solutions U.S. Corporation WYNDHAM HOTEL GROUP, LLC**

By: By:   
Name: Name:  
Title: Title:

**Exhibit A**

**Initial Statement of Work**

This Statement of Work (“SOW”) is executed by and between \_\_\_\_\_ (the “Hotel”) and Cognizant Technology Solutions U.S. Corporation (“Cognizant”) effective as of <insert date> (the “Effective Date”) and is governed by the terms and conditions of, and shall be attached to the Hospitality Services Agreement between the Hotel and Cognizant dated <insert date of signing the Hospitality Services Agreement> (the “Agreement”). Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Agreement.

This SOW does not supersede the Agreement which defines the terms and conditions of business between Service Provider and Cognizant. The SOW is simply an appendix to the Agreement specifying deliverables for the particular engagement. Should there be any conflict between the Agreement and this SOW; the terms of the Agreement shall govern.

|  |  |
| --- | --- |
| Meeting dates: |  |
| Location: |  |
| Name of meeting: |  |
| Cognizant Meeting Organizer |  |
| Meeting ID # |  |
| Project ID # |  |

1. The Hotel shall promptly notify Cognizant in writing of any interior or exterior renovation that will be performed immediately prior to or during the meeting, and Cognizant shall have the right to terminate the Agreement and/or the SOW forthwith without liability to Cognizant upon written notice to the Hotel. In the event the Agreement and/or the SOW is terminated pursuant to this section, Hotel shall refund to Cognizant any and all sums or monies deposited with Hotel regarding the Agreement and/or the SOW. If Cognizant decides to hold the meeting at the Hotel; the Hotel will use best effort to provide a quiet environment for the meeting. If any distracting activities occur due to renovation, Cognizant will be extended courtesies and discounts to minimize the inconvenience.

2. Cancellation:

Cognizant acknowledges that, if Cognizant cancels or otherwise essentially abandons its planned use of the Room Night Commitment (a “**Cancellation**”), this action would constitute a breach of the Cognizant’s obligation to Hotel, and Hotel would be harmed. Because Hotel’s harm (and Cognizant’s obligation to compensate Hotel for that harm) is likely to increase if there is a delay in notifying Hotel of any Cancellation, Cognizant agrees to notify Hotel,in writing, within five (5) business days of any decision to Cancel. In addition, if a Cancellation occurs, the parties agree that:

|  |  |
| --- | --- |
| (a) | It would be difficult to determine Hotel’s actual harm. |
| (b) | The sooner Hotel receives notice of the Cancellation, the lower its actual harm is likely to be because the probability of mitigating the harm by reselling space and functions is higher. |
| (c) | The highest dollar amount in the chart (the “**Chart**”) set forth below reasonably estimates Hotel’s harm for a last-minute Cancellation and, through its use of a sliding scale that reduces damages for earlier Cancellations, the Chart also reasonably estimates Hotel’s ability to lessen its harm by reselling Cognizant’s space and functions. |

Cognizant therefore agrees to pay Hotel, within sixty (60) days after any Cancellation, as liquidated damages and not as a penalty, the amount listed in the Chart below:

|  |  |
| --- | --- |
| **Date of Cancellation** | **Amount of Liquidated Damages Due** |
| 365 days or more | 25% of Total Rooms Revenue |
| 364 to 181 days prior to meeting/event date | [50]% of Total Rooms Revenue\* $[insert amount] |
| [91] to [180 days prior to meeting/event date] | [65]% of Total Room Revenue\* $[insert amount] and 25% of Anticipated F&B Revenue |
| 0 to 90 days | [80]% of Total Room Revenue\* $[insert amount] and 80% of Anticipated F&B Revenue |

**Chart of Liquidated Damages Due to Cancellation**

“Total Room Revenue” is the dollar amount equal to the number of Total Room Nights multiplied by Cognizant’s contracted room rate. If applicable, state and local taxes will be added to the amounts listed above.

Provided that Cognizant timely notifies Hotel of the Cancellation, and timely pays the above liquidated damages, Hotel agrees not to seek additional damages from the Cognizant relating to the Cancellation.

The amount of liquidated damages listed in the chart in this Section constitutes the Cognizant’s sole liability, and the Hotel’s sole remedy, for Cancellation of the event.

3. Resell: Upon notice of cancellation by Cognizant, The Hotel will sell Cognizant released rooms and/or meeting space once 100% of available Hotel inventory is sold. The Hotel will credit 50% of the cancellation fee to Cognizant for all function space and guestrooms resold (to  ~~a~~ group). Prior to billing for cancellation the Hotel must submit documented proof that the rooms and meeting space were not resold or reused despite the Hotel’s best efforts to do so in accordance with this clause. The Credit must be booked and consumed within 12 months of the cancellation date and may be applied to a meeting or event of equal or greater value. Credit will be applied as a one-time credit and may not be split over multiple meetings or events.

4. F&B: If Cognizant cancels a function with F&B and the Hotel is able to replace it with another function that also includes F&B, the resulting profit will be credited toward the damages owed by Cognizant. The Hotel will include food and beverage revenue generated from sponsored and affiliated events.

6. The Hotel (if a union hotel) will notify Cognizant of any organizing efforts, any potential union-related and employee-related issues, any potential work stoppages and the date the collective bargaining agreement is due to expire. Hotel shall promptly advise Cognizant of any strike vote taken against by their employees in connection with the expiration of said agreements. In the event of a strike or labor dispute, the Hotel shall provide the same level of service as if there had been no strike or labor dispute.

7. Competitors as listed in attachment A over the meeting dates. These companies include, but are not limited to Accenture, Cap Gemini, Covansys Corporation, HCL Perot Systems Ltd, HCL Technologies, Hewlett-Packard Software Operations Ltd., Hexaware Technologies, IBM, iFlex Solutions, iGate Corp., Infosys Ltd., L&T Information Technology, Mahindra Satyam, Mahindra British Telecom Ltd, Mastek Ltd, Mindtree, NIIT Ltd, Oracle, Patni Computer Systems Ltd, Perot Systems, Polaris Software, PwC (consulting divisions), Sapient Corp., Siemens Information Systems Ltd., Syntel, Inc., Tata Consultancy Services, Wipro Technologies, WNS Group, Virtusa Corporation, Zensar. Should Hotel book one of these organizations over the Cognizant meeting dates.

8. The Hotel must notify Cognizant, in writing, prior to booking competitive companies over the meeting dates. These companies include, but are not limited to Accenture, Cap Gemini, Covansys Corporation, HCL Perot Systems Ltd, HCL Technologies, Hewlett-Packard Software Operations Ltd., Hexaware Technologies, IBM, iFlex Solutions, iGate Corp., Infosys Ltd., L&T Information Technology, Mahindra Satyam, Mahindra British Telecom Ltd, Mastek Ltd, Mindtree, NIIT Ltd, Oracle, Patni Computer Systems Ltd, Perot Systems, Polaris Software, PwC (consulting divisions), Sapient Corp., Siemens Information Systems Ltd., Syntel, Inc., Tata Consultancy Services, Wipro Technologies, WNS Group, Virtusa Corporation, Zensar. Should Hotel book one of these organizations over the Cognizant meeting dates, Cognizant has the ability to cancel or rebook this event with no penalty to Cognizant.

**Sleeping rooms**

1. Hotel will not overbook sleeping rooms during the meeting dates set forth in the SOW. In the event Hotel deems it necessary to send an attendee to another hotel due to overbooking or a decrease in inventory, Hotel will consult with Cognizant's on-site contact prior to walking any Cognizant attendee to another hotel. Forty-eight (48) hours prior to arrival, the Hotel is to advise if they are in a sell-out situation.  Cognizant will then advise the Hotel of VIP guests not to be walked. If the Hotel is unable to provide a sleeping room to an attendee holding a guaranteed reservation, the Hotel shall provide

A.  Complimentary sleeping accommodations at a comparable hotel nearby

B.   Complimentary transportation to and from the substitute hotel

C.   An amenity for their inconvenience

D.   The Hotel will forward all calls for the guest to the overflow hotel.

E.    Bring the attendee, at the attendee’s discretion, back to the Hotel at the earliest possible date.

F. 2 Complimentary water bottles per day.

2. Cognizant is not responsible for paying room, tax or incidentals charges for anyone not listed on a Cognizant-provided rooming list. \

2. Group rate applicable 3 days pre and post contracted Room Night Commitment, based upon availability.

4. No sleeping rooms in the block can be released and placed in general sale without Cognizant's prior knowledge or written consent prior to the cutoff date.

5. Cognizant shall have the right to substitute names for their rooms booked prior to the cutoff date.

6. Room reservations made by travel agencies, or reservations made outside of the block with the purpose of attending our meeting, will be credited toward our room block. However, any commission agreed upon may not be applicable for rooms booked outside the block.

7. The Hotel is to provide a rooming list with reservation confirmation numbers, via an excel file. Cognizant can make name substitutions to the rooming list without penalty at any time prior to the cut-off date.

8. Cognizant will receive one complimentary room for every 40 rooms occupied, based on cumulative basis. Complimentary rooms can be used as a credit toward the Master Account.

9. Attrition: Cognizant agrees that it bears responsibility for payment for the Room Block. Cognizant also agrees that the Hotel will suffer actual harm. The Hotel shall provide information and documentation as may be reasonably requested by Cognizant to verify any attrition fees due. Should the actual rooms utilized be less than [80]% of the Total Contracted Room Nights, Cognizant agrees to pay for the number of sleeping rooms not utilized up to [80]% of the Total Room Nights at the following rate: as liquidated damages, not a penalty, [100]% of Cognizant's group Rate.

10. Adjustments to Concessions: In the event of reductions in the Room Night Commitment of more than [80]%, Cognizant agrees to pay for rooms up to [80]% of the original block at 100of Cognizant rate, and concessions negotiated shall not be revised.

**Meeting space**

1. Meeting room names to be provided at time of execution of the SOW. Rooms can only be changed based on a mutual agreement between the Hotel and Cognizant.

2. The meeting space will be blocked one-hour prior and one half-hour after actual meeting times. The Hotel is to provide “private function" signs for these events.

3. All costs must be listed in the SOW and banquet event order (“BEO”). If they are not and the Hotel polices change, Cognizant will be excused from paying these additional costs. Also, if the cost of any item on the BEO is not listed, it will be provided at no charge. Additions to the BEO will be in writing and all charges will need to be approved by both parties

4. Food and beverage prices are guaranteed not to increase over published menu prices in effect at signing of the SOW. Hotel will work with Cognizant to develop menus within Cognizant’s budget.

**Liquor License:** Cognizant understands that Hotel’s liquor license requires that beverages only be dispensed by Hotel employees or bartenders. Alcoholic beverage service may be denied to those guests who appear to be intoxicated or are under age.

5. Hotel warrants and represents that it shall assign an adequate number of trained staff to handle its obligations under the Agreement and/or the SOW. In addition, Hotel agrees that liquor will be served by trained and qualified bartenders.

8. The Hotel to determine agreement per availability/inventory per program SOW. Circle here for yes or no if the following request can be accommodate for the (insert name of meeting or event) during the dates of (insert dates of meeting or event): For all outdoor functions planned, Cognizant will receive sun umbrellas and/or heaters at no charge. All outdoor functions must have an indoor location with comparable pre-determined space as a back up. This indoor location cannot be sold or rented out to another group.

9. Any and all internet connection and usage charges for Wi-fi on meeting floors will be waived. Any non-Wi-Fi internet connection may result in a fee. This applies for hotels that own their internet. The Hotel that does not own their internet will circle here if request may be offered for (insert the name of the program) during the dates of (insert the name of the meeting or event). YES NO

12. Cognizant Audiovisual Needs: At Cognizants’ sole discretion, Cognizant may supply own AV team and equipment, without a surcharge. Hotel will supply supplemental equipment and resources on an as-needed basis, at a mutually agreed upon price.

13. Complimentary Breakout room for meetings organizers will be provided at no cost. Per Hotel’s availability.

**Billing**

1. There will be no extra charge or penalty for bringing in a subcontractor (eg, band, audiovisual company, etc).

2. Only Cognizant designated staff members can sign for charges. Cognizant will not be responsible for charges signed by unauthorized individuals.

4. Some guests may decide to extend their stay at the Hotel. Cognizant will not be responsible for those rooms and any associated charges unless Cognizant explicitly agrees to assume such responsibility in writing.

5. The preferred method of payment for meetings under $75,000 should be with a designated Cognizant card product. The down payment amount required to hold a room block or meeting space should not exceed {30}%.

If an invoice is required, payment shall be due within sixty (60) days net of the date of Cognizant’s receipt of an accurate invoice. All such rates mentioned in this SOW shall be inclusive of all direct and indirect taxes and/or levies.

Cognizant will have seven (7) business days following the receipt of final invoice to review all charges. After this period, Hotel can process balance due. No invoice will be paid for without proper backup information. There will be no finance charges placed on any Hotel invoice.

6. Points Program: All hotel points associated with a Cognizant meeting, event or group booking must be allocated to the Cognizant meeting points program held by the Cognizant global events team. No individual traveler or associate may claim hotel chain points on a personal account.

7. Additional Fees: Hotel agrees that all fees are outlined in this SOW and any new fees introduced shall not apply to this meeting unless agreed to in writing by Cognizant.

Agreed and accepted.

**Cognizant Technology Solutions [INSERT HOTEL NAME]**

**U.S. Corporation**

By: By:   
Name: Name:  
Title: Title: