TERMS AND CONDITIONS

ARTICLE 1. DEFINITIONS

1.1 "Agreement" means the Order Form, these Terms and Conditions, and all Exhibits, as may be amended from time to time under Section 9.1.
1.2 "Premises" means the specific office space leased or occupied by Client at the address identified in the Order Form, excluding common areas, base building systems, and any portion of the building not within Client's exclusive control. Nothing in this Agreement makes Veery responsible for the base building, its structure or systems, or common areas, which remain the responsibility of Client's landlord or property manager.
1.3 "Services" means the office management and coordination services described in the applicable Order Form and Article 2.
1.4 "Vendor" means a third-party contractor, supplier, or service provider engaged through Veery's vendor network to perform work at the Premises.
1.5 "Veery Platform" means Veery's proprietary software tools, including the Veery Slackbot and client dashboard, used to coordinate Services, track requests, and maintain Client's operational records.
1.6 "Client Data" means information about Client, the Premises, or Client's personnel that Veery collects or generates in the course of providing the Services, including requests submitted through the Veery Platform.

ARTICLE 2. SERVICES AND STANDARDS

Appointment and Independent Contractor Status

2.1 Client appoints Veery, and Veery accepts appointment, as an independent provider of on-going office management and coordination services for the Premises, as described in this Article 2. This Agreement does not create a partnership, joint venture, agency, or employment relationship between the Parties. Veery is at all times an independent contractor. Nothing in this Agreement grants Veery authority over the base building, common areas, or Client's lease obligations, which remain between Client and its landlord.

Professional Standards

2.2 Veery shall use commercially reasonable efforts and professional care in performing the Services, consistent with the standards of a professionally managed workplace-services provider. Veery shall follow Client's reasonable written instructions regarding the Premises, to the extent consistent with this Agreement.

Scope of Services

2.3 Beginning on the Service Commencement Date stated in the Order Form, Veery shall provide the following Services:
(a) Office Oversight and Vendor Coordination. Coordination and reasonable oversight of Vendors performing work at the Premises, including scheduling, dispatch, and quality control, as described in Article 3.
(b) Space Check-Ins and Restocking. On-site visits at the cadence stated in the Order Form (currently two (2) visits per week, with a minimum of two (2) hours per week guaranteed) to conduct space readiness inspections, oversee office operations, restock available supplies that have been approved by the Client, and set up new-hire desks (physical setup only; Veery does not perform IT configuration).
(c) Inventory Tracking and Ordering. On-going monitoring of office supply, snack, kitchen, and restroom inventory levels to keep essential supplies available, and ordering of replacement supplies within Client-approved budgets.

(d) Issue Detection and Resolution. Proactive identification of office operational issues (e.g., equipment malfunctions, supply shortages, or facility concerns within the Premises) and coordination of their resolution, including escalation to Client or the appropriate Vendor as needed.
(e) Emergency Response and Additional Support. Coordination and response to urgent office operational issues. Requests outside the scope of this Section 2.3 — including ad hoc tasks, event support, or urgent requests beyond scheduled visits — are billed at the rates in the Additional Services Rate Card (Exhibit B to the Order Form) and require Client's approval as described in Article 5.
(f) Veery Platform Access. Access to the Veery Slackbot and client dashboard as described in Article 4.

Onboarding

2.4 Within a reasonable period, not to exceed ten (10) business days, following the Service Commencement Date, Veery shall: (a) familiarize itself with the layout, access procedures, and operational requirements of the Premises reasonably necessary to perform the Services; and (b) prepare and deliver to Client an initial inventory of office supplies and removable fixtures at the Premises, to be used as a baseline for on-going inventory tracking. These obligations are subject to Veery receiving necessary and timely access to the Premises and any other information reasonably necessary for such onboarding.

Employees and Personnel

2.5 Veery shall hire, supervise, and pay its own employees and personnel used to perform the Services. Veery does not act as the employer or employer of record for Vendors, who are independent third-party businesses engaged and managed under Article 3. Veery shall not discriminate against any employee or applicant on the basis of any characteristic protected by applicable law.

2.6 Client shall not direct, control, discipline, or terminate Veery’s employees or personnel, or set their schedules, methods of performance, or working conditions. All communications regarding Veery’s employees shall be directed to Veery’s designated manager.

2.7 Client shall maintain the Premises in compliance with all applicable health and safety laws and regulations (including Cal/OSHA requirements) and shall maintain a workplace free from harassment, discrimination, and retaliation as to all persons at the Premises, including Veery’s personnel and Vendor personnel. Client shall promptly investigate and address any report of harassment, discrimination, or unsafe conditions involving Veery’s or Vendor personnel at the Premises.

2.8 Each Party represents that it shall comply with all applicable labor and employment laws with respect to its own personnel, including without limitation wage-and-hour laws, workers’ compensation requirements, payroll tax obligations, and anti-discrimination statutes. Each Party is solely responsible for all employment-related matters concerning its own personnel. This representation is made in accordance with California Labor Code Section 2810 and similar applicable statutes.[H

ARTICLE 3. VENDOR NETWORK

Vendor Selection and Quality Control

3.1 Veery maintains a network of vetted third-party Vendors and, as part of the Services, selects, coordinates, and dispatches Vendors to perform work at the Premises requested by Client or identified through Veery's Services. Veery performs quality-control review of Vendor performance but does not guarantee the performance, acts, or omissions of any Vendor, and the Vendor's work product beyond using commercially reasonable care in Vendor selection and oversight. Vendors are independent contractors and are not employees or agents of Veery or Client. Each Vendor shall be responsible for

its performance and all wages, compensation, benefits, and other employment-related obligations applicable to its personnel. No Vendor has authority to bind Veery or Client.

Service Requests

3.2 Veery shall receive and investigate service requests submitted by Client or Client's personnel, recommend appropriate Vendors, and keep records of the action taken. Emergency requests shall be received and responded to on a 24-hour basis. Veery shall report the outcome of investigated complaints to Client.

Approval of Vendor Costs

3.3 Any Vendor cost outside the Monthly Service Fee, including repair or maintenance outlays, requires Client's prior written approval, except in a genuine emergency where Veery reasonably determines a threat to health, safety, or property, in which case Veery may authorize commercially reasonable measures to mitigate the emergency, and shall promptly notify Client of the cost.

Vendor Insurance

3.4 Veery shall use commercially reasonable efforts to require Vendors in its network to maintain insurance appropriate to their trade (e.g., general liability, workers' compensation) and shall make certificates of insurance available to Client upon request.

Compliance

3.5 Veery shall notify Client promptly of any written notice Veery receives from a government authority relating to the Services or the Premises, and shall not incur any related expenditure without Client's prior written approval. This Agreement does not make Veery responsible for compliance of the Premises or the base building with codes, zoning, or lease obligations generally, which remain the responsibility of Client or its landlord.

ARTICLE 4. VEERY PLATFORM; DATA; CONFIDENTIALITY; INTELLECTUAL PROPERTY

Access Grant

4.1 Client grants Veery the right to access the communication channel(s) identified in the Order Form (e.g., a designated Slack workspace or channel) solely to provide the Services, including receiving and responding to requests from Client's personnel, dispatching Vendors, and maintaining Client's operational records. Client is responsible for notifying its personnel that Veery, as a third-party service provider, will have access to the designated channel(s).

Use of Client Data

4.2 Veery will use Client Data to provide and improve the Services for Client. In the course of providing Services, Veery may have incidental encounters with Client personal information. To the extent Veery encounters personal information in the course of providing Services, it shall only use or disclose such information for the purposes of providing Services. Veery may create de-identified, aggregated data derived from Client Data and data from Veery's other clients (for example, vendor performance benchmarks or general operational patterns) in a manner that does not identify Client or reasonably identify any individual, and may use such aggregated data to operate and improve Veery's Platform, business operations, products and services.

Confidentiality

4.3 Each Party may receive confidential or proprietary information of the other Party (“Confidential Information”). Each Party shall use the other's Confidential Information solely to perform its obligations under this Agreement, protect it with the same degree of care it uses for its own confidential information (and no less than reasonable care), and not disclose it to third parties except to personnel and Vendors who need to know it to perform the Services and who are bound by confidentiality obligations at least as protective as this Section. This Section does not apply to information that is or becomes public

through no fault of the receiving Party, was already known to the receiving Party without a duty of confidentiality, or is independently developed without use of the disclosing Party's Confidential Information.

Intellectual Property

4.4 As between the Parties, Veery owns all right, title, and interest in the Veery Platform, its underlying software and methodology, and the aggregated, de-identified data described in Section 4.2. Client owns its Confidential Information and Client Data, excluding any aggregated, de-identified data described in Section 4.2. Nothing in this Agreement transfers ownership of either Party's pre-existing intellectual property to the other.

Security

4.5 Veery shall maintain reasonable administrative, technical, and physical safeguards designed to protect Client Data against unauthorized access, use, or disclosure.

4.6 In the event of a confirmed unauthorized access to or disclosure of Client Data from Veery's own systems ("**Security Incident**"), Veery shall notify Client in writing without unreasonable delay and in any event within seventy-two (72) hours of confirming the Security Incident. Veery's notification obligation under this Section is limited to Security Incidents affecting Veery's own systems and does not extend to breaches of Client's systems, Vendor systems, or third-party platforms.

4.7 Following termination of this Agreement, Veery may retain Client Data: (a) as reflected in de-identified, aggregated data described in Section 4.2; (b) in routine system backups for a period not to exceed ninety (90) days, after which such backups shall be overwritten in the ordinary course; and (c) as required by applicable law or regulation. Such retention shall not constitute a breach of Section 8.4(c).[

ARTICLE 5. FEES AND PAYMENT

Monthly Service Fee

5.1 Client shall pay Veery the Monthly Service Fee stated in the Order Form, which is all-inclusive of the Services described in Section 2.3.

Payment Terms

5.2 The Monthly Service Fee is due on the 1st day of each month and is considered timely if received by Veery no later than the 5th day of that month. If payment is not received by the 5th day, Veery may suspend Services until payment is received, and a late payment charge of 1.5% per month (or the maximum rate permitted by law, if lower) will accrue on the outstanding balance.

Additional Services

5.3 Services beyond the scope identified in the applicable Order Form or under Section 2.3, or consumption of supplies exceeding the allowance included in the Monthly Service Fee, will be billed at the rates in the Additional Services Rate Card (Exhibit B to the Order Form) and require Client's approval before Veery initiates the service or purchase. Veery will not fulfill unapproved requests.

Rebates and Discounts

5.4 Veery shall fully disclose to Client any rebate, discount, or commission it receives in connection with purchasing supplies or services for the Premises, and shall credit to Client's account the portion allocable to Client's purchases.

Legal and Accounting Services

5.5 Veery does not provide legal or accounting services, and nothing in this Agreement should be construed as such.

ARTICLE 6. INSURANCE

Veery's Insurance

6.1 Veery shall maintain, at its own expense, insurance appropriate to its business, including commercial general liability and workers' compensation insurance, and shall name Client as an additional insured where appropriate to the Services performed at the Premises. Veery shall provide certificates of insurance to Client upon request.

Client's Insurance

6.2 Client is responsible for maintaining insurance appropriate to its occupancy of the Premises and its business operations (for example, commercial general liability and property insurance for its contents). Veery may assist Client in obtaining certificates of insurance from Vendors as described in Section 3.4, but Veery is not responsible for procuring or advising on insurance coverage for the building or Premises generally.

ARTICLE 7. INDEMNIFICATION; LIMITATION OF LIABILITY

Indemnification by Veery

7.1 Veery shall indemnify, defend, and hold harmless Client and its officers, employees, and agents from third-party claims, damages, liabilities, judgments, settlements, and reasonable attorneys' fees and costs arising directly from Veery's gross negligence, willful misconduct, or material breach of this Agreement, except to the extent caused by Client's own negligence, misconduct, violation of applicable laws, or breach of this Agreement.

Indemnification by Client

7.2 Client shall indemnify, defend, and hold harmless Veery and its officers, employees, and agents from third-party claims, damages, liabilities, judgments, settlements, and reasonable attorneys' fees and costs arising (i) directly from Client's negligence, willful misconduct, material breach of this Agreement, (ii) from violation of applicable laws , or (iii) from the conditions at the Premises or base building to the extent such conditions are outside Veery's reasonable control, or (iv) from claims brought by Vendors or their personnel arising from Client’s acts or omissions, conditions at the Premises, or Client’s violation of applicable workplace safety, anti-harassment, or anti-discrimination laws.

Limitation of Liability

7.3 Except for a Party's liability arising out of willful misconduct, or fraud, neither Party's aggregate liability arising out of this Agreement shall exceed the total Monthly Service Fees paid or payable by Client in the twelve (12) months preceding the claim, to the extent permissible under applicable law. Neither Party shall be liable for indirect, incidental, consequential, special, or punitive damages, including lost profits, even if advised of the possibility of such damages.

ARTICLE 8. TERM AND TERMINATION

Term

8.1 This Agreement is effective as of the Service Commencement Date and continues for the Initial Term stated in the Order Form, automatically renewing as described in the Order Form, unless earlier terminated under this Article 8.

Termination for Convenience

8.2 Either Party may terminate this Agreement for any or no reason with thirty (30) days' written notice following expiration of the Initial Term stated in the Order Form, to the other Party.

Termination for Cause

8.3 Client may terminate this Agreement immediately upon written notice if Veery commits fraud, willful misconduct, or gross negligence in performing the Services. Either Party may terminate this Agreement

upon written notice if the other Party materially breaches this Agreement and fails to cure the breach within fifteen (15) days after written notice describing the breach (or, for Client's failure to pay, within the period described in Section 5.2).

Effect of Termination

8.4 On termination: (a) Veery shall promptly deliver to Client all Client records, supplies, and property in Veery's possession; (b) Veery's right to compensation ceases except for Services rendered before the termination date; (c) each Party's access rights under Article 4 terminate, and Veery shall, at Client's request, delete or return Client Data in Veery's possession except as required by law or as reflected in de-identified aggregated data under Section 4.2; and (d) Veery shall vacate the Premises, removing only its own property, and leave the Premises in good condition.

ARTICLE 9. GENERAL PROVISIONS

Updates to These Terms and Conditions

9.1 Veery may update these Terms and Conditions from time to time to reflect changes in its Services, technology, or legal requirements., Veery may make material changes to these Terms and Conditions upon at least thirty (30) days' written notice to Client (which may be given by email or through the Veery Platform). If Client objects in writing to a material change before it takes effect, the prior version of these Terms and Conditions continues to apply until the Agreement's next renewal or termination, whichever occurs first.

Notices

9.2 Notices under this Agreement shall be in writing and delivered personally, by email with confirmation of receipt, or by first-class mail to the addresses stated in the Order Form (or as later updated by written notice).

Assignment

9.3 Neither Party may assign this Agreement without the other's prior written consent, except that either Party may assign this Agreement to a successor in connection with a merger, acquisition, or sale of substantially all its assets, upon written notice.

Force Majeure

9.4 Neither Party is liable for delay or failure to perform due to causes beyond its reasonable control, including natural disasters, government action, labor disputes, or utility failures.

Attorneys' Fees

9.5 In any litigation between the Parties concerning this Agreement, the prevailing party is entitled to its reasonable attorneys' fees, in addition to any other relief.

Consent

9.6 Any consent required under this Agreement is effective only if in writing and signed by the consenting Party or its authorized officer or agent.

Entire Agreement; Modification

9.7 This Agreement — the Order Form, these Terms and Conditions, and all Exhibits — is the entire agreement between the Parties regarding its subject matter and supersedes prior agreements on that subject. Except as described in Section 9.1, this Agreement may not be modified except by a writing signed by both Parties.

Severability

9.8 If any provision of this Agreement is held unenforceable, the remaining provisions remain in full force and effect.

Governing Law

9.9 This Agreement is governed by the laws of the State of California, without regard to its conflict-of-laws principles.

9.10 The following provisions shall survive any expiration or termination of this Agreement: Article 4 (Veery Platform; Data; Confidentiality; Intellectual Property), Section 5.2 (Payment Terms) with respect to amounts accrued prior to termination, Article 7 (Indemnification; Limitation of Liability), Section 8.4 (Effect of Termination), and this Article 9 (General Provisions). Any other provision that by its nature is intended to survive shall also survive expiration or termination.