



MENTOR PARTICIPATION AGREEMENT

COVER PAGE

A. Effective Date:	
B. Parties:	
Company:	FIVE Network, Inc.
Street Address:	3256 Prospect Street, NW
City/State/Zip Code:	Washington, D.C. 20007
Telephone/Fax:	202.417.8460
Mentor:	[•]
Street Address:	
City/State/Zip Code:	
Telephone/Fax:	
D. Mentee(s)	
E. Program Start Date:	
F. Annual Fees	
G. Timing of Reports	
H. Additional Terms (if applicable):	

This Mentor Participation Agreement Cover Page (“**Cover Page**”) together with the Terms and Conditions for Mentors of the FIVE Network, available at <https://thefivenetwork.com/privacy/> and incorporated by this reference (the “**Terms**” and, together with the Cover Page, the “**Agreement**”), constitutes the binding contract between FIVE Network, Inc. (“**FIVE**”) and the individual named above (“**Mentor**”) with respect to Mentor’s participation in the FIVE network. This Agreement shall replace and supersede all previous arrangements, understandings, representations or agreements (written or oral, express or implied) between Five and Mentor with respect to the subject matter hereof.

PLEASE READ THE TERMS CAREFULLY AS THEY FORM AN IMPORTANT PART OF THE BINDING CONTRACT BETWEEN FIVE AND MENTOR. YOUR PARTICIPATION AS A MENTOR IN THE FIVE NETWORK IS SUBJECT TO AND GOVERNED BY THE TERMS.

BY CHECKING THE BOX AND CLICKING [REGISTER], I ACKNOWLEDGE THAT I HAVE READ, UNDERSTAND, AND AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, INCLUDING THE COVER PAGE AND THE TERMS AVAILABLE AT www.thefivenetwork.com/mentorresources.

[REGISTER]



TERMS AND CONDITIONS FOR MENTORS OF THE FIVE NETWORK

Welcome to the FIVE Network, a network powered by our proprietary technology platform, which is designed to create the world's first mentor operating system that fuses technology and human networks to power the economic engine of the world through talent development and mentoring, by using a proprietary formula that combines universal workplace skills, data, matching algorithms, predictive technologies, and the judgment and inspiration of human mentors ("**FIVE Network**"). The FIVE Network is owned and managed by FIVE Network, Inc. ("**FIVE**"). Capitalized terms used but not defined herein are given those meanings set forth on the cover page presented to you when you accepted this Agreement and which reference these Terms ("**Cover Page**").

PLEASE READ THESE TERMS CAREFULLY. THESE TERMS, TOGETHER WITH THE COVER PAGE, FORM A BINDING CONTRACT BETWEEN YOU AND FIVE WITH RESPECT TO YOUR PARTICIPATION AS A MENTOR IN THE FIVE NETWORK. THE FIVE NETWORK, AND THE INFORMATION FOUND THROUGH THE FIVE NETWORK ARE CONTROLLED BY FIVE. THESE TERMS GOVERN YOUR PARTICIPATION AS A MENTOR IN THE FIVE NETWORK, AND THE FIVE NETWORK AND RESOURCES AVAILABLE OR ENABLED VIA THE FIVE NETWORK PLATFORM. THE TERM "**YOU**" REFERS TO THE INDIVIDUAL IDENTIFIED AS THE MENTOR ON THE COVER PAGE.

1. **Description of the FIVE Network.** The FIVE Network is focused on connecting influential leader-mentors with talented young people or rising stars in this world to help guide such young talent to career pathways that are just right. The FIVE Network leverages the best of data, machine learning, skills training, online learning, and matching. You agree to participate in the FIVE Network as a mentor on the terms and conditions set forth herein. As part of your participation in the FIVE Network, you will be responsible for mentoring the number of mentees set forth on the Cover Page.

2. **Participation in the FIVE Network**

To join the FIVE Network, you must first be selected following completion of the application process. Additionally, your participation in the FIVE Network as a mentor may be subject to the results, satisfactory to FIVE, of a required background check and reference check. You agree to timely sign all documents and to provide all information necessary for us or our third-party service provider to complete any of the above processes.

Promptly following execution of this Agreement, we will provide you with the necessary access protocols to register with the FIVE Network's online platform ("**Platform**"). When registering with the Platform, you are obligated to provide us with certain information, such as your name, employer, e-mail address, phone number, and address ("**Registration Information**"). Subject to your payment of applicable fees, you will have access to the Platform and the FIVE Network, and the resources thereon. You represent and warrant to FIVE that all of the Registration Information, and any information you provide in connection with a background check and/or reference check is true, current, complete and correct, and you agree you will promptly update any Registration Information to ensure that it remains true, current, complete and correct throughout the Term. FIVE reserves the right to refuse or cancel your participation in the FIVE Network if FIVE determines that you have not provided true, current, complete and accurate Registration Information.

Prior to your initial communication with your mentee, you will be required to complete the training made available on the Platform. As part of the training materials, you will have access to the FIVE Network guidelines, best mentoring practices, and code of conduct (collectively, "**FIVE Network Policies**"), and you will continue to have access to these FIVE Network Policies in your account on the Platform. You agree that you shall comply with the FIVE Network Policies, as they may be updated from time to time and made available to you through your account on the Platform, in mentoring your mentees and otherwise performing any obligations under this Agreement. The FIVE Network Policies are hereby incorporated in this Agreement by reference.

Except as authorized by us, you may only use the FIVE Network for your own internal, personal, non-commercial use, and not on behalf of or for the benefit of any third party, and only in a manner that complies with all laws that



apply to you. If your use of the FIVE Network is prohibited by applicable laws, then you are not authorized to use the FIVE Network.

Please refer to the FIVE Privacy Policy at <https://thefivenetwork.com/privacy/> for information on how FIVE collects, uses and discloses information about you.

3. Restrictions Related to the FIVE Network

As a condition of your participation in the FIVE Network, you agree not to use the FIVE Network for any purpose that is prohibited by this Agreement or by applicable law. You may not (and shall not permit any third party to):

- Upload, post, or transmit to any mentee, or otherwise make available to any other FIVE Network member, any content or materials that (i) are unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable, (ii) infringe any patent, trademark, trade secret, copyright, right of publicity or other right of any person or entity, or (iii) constitute unauthorized or unsolicited advertising, junk or bulk e-mail;
- Impersonate any person or entity, including another mentor, member, or an employee of FIVE, or falsely state or otherwise misrepresent your affiliation with a person or entity;
- Intentionally or unintentionally violate any applicable local, state, national or international law or any regulations having the force of law;
- Stalk or otherwise harass a mentee or any other member of the FIVE Network, or any of our employees;
- Solicit, collect or post personal data or attempt to solicit, collect or post personal or sensitive data about your mentees or other members of the FIVE Network;
- Interact with or attempt to interact with any mentee outside of the Platform;
- Access or attempt to access your mentee's or another member's account without his or her consent; or
- Violate the security of the FIVE Network or our Proprietary Materials (as defined below);
- Engage in commercial activities and/or sales without FIVE's prior written consent, such as contests, sweepstakes, barter, advertising, or pyramid schemes; or
- use the FIVE Network in any way not expressly permitted by this Agreement.

Unless you have our prior written consent or except as otherwise set forth herein, you agree not to: (i) copy, reproduce, sell, publish, distribute, display, retransmit or otherwise provide access to the Proprietary Materials (as defined below) to any third party; (ii) rearrange, modify, create derivative works using, reverse engineer, translate, adapt, merge, disassemble, decompile or reverse compile any part of the Proprietary Materials; (iii) create, scrape or display our content for any purpose; or (iv) post any content from the FIVE Network to weblogs, newsgroups, mail lists, electronic bulletin boards, or other public forums.

4. Your Content and Monitoring of Interactions

You acknowledge that all information, data, text, software, music, sound, photographs, graphics, video, messages, tags and/or other materials accessible through the FIVE Network (collectively, "**Content**"), including the Proprietary Materials, is the sole responsibility of the party from whom such Content originated. This means that FIVE has no responsibility for the Content provided, uploaded, posted, emailed, transmitted or otherwise made available through the FIVE Network by you ("**Your Content**") or by a mentee ("**Mentee Content**").

You are solely responsible for any and all obligations with respect to the accuracy, quality and legality of Your Content. You will obtain all third party licenses, consents and permissions needed for FIVE and your mentees to use Your Content to provide or otherwise use the FIVE Network. Without limiting the foregoing, You hereby grant to FIVE a non-exclusive, worldwide, royalty-free and fully paid license during the Term (a) to use Your Content as necessary for purposes of providing the FIVE Network to you and your mentees, and improving the FIVE Network; (b) to use your name, approved photographs, approved likeness, and approved biographical statements in connection with the FIVE Network and the promotion and advertising thereof, including to identify you as a mentor in the FIVE Network; and (c) use Your Content, in an aggregated and anonymized form to and any usage data collected from



your use of the Platform to: (i) improve the FIVE Network; and (ii) generate and disclose statistics regarding use of and participation in the FIVE Network, provided, however, that FIVE will not disclose any such statistics will identify you as an individual without your prior consent. All such aggregated and anonymized data, and any resulting statistics generated by FIVE, shall be owned exclusively by FIVE. Your Content, and all worldwide intellectual property rights in Your Content, are your exclusive property. All rights in and to Your Content not expressly granted to FIVE in this Agreement are reserved by you.

You acknowledge that FIVE has no obligation to pre-screen Content (including, but not limited to, Mentee Content), although FIVE reserves the right in its sole discretion to pre-screen, monitor, refuse or remove any Content. By agreeing to this Agreement, you hereby provide your irrevocable consent to such monitoring of any Content and of any communications between you and your mentee(s) through the FIVE Network. You acknowledge and agree that you have no expectation of privacy concerning the transmission of Your Content and/or interactions with your mentees, including without limitation chat, text, or voice communications. In the event that FIVE pre-screens, refuses or removes any Content, you acknowledge that FIVE will do so for FIVE's benefit, not yours. Without limiting the foregoing, FIVE shall have the right to remove any Content that violates this Agreement or is otherwise objectionable, as determined by FIVE in its sole discretion.

5. Intellectual Property and Ownership

The FIVE Network, including, without limitation, the Platform, content, metadata, design, organization, compilation, look and feel, and all other protectable intellectual property available through or as part of the FIVE Network (the "**Proprietary Materials**") are the property of FIVE or the property of our licensors and are protected by copyright and other intellectual property laws throughout the world. Subject to the Terms, FIVE grants you a limited license to reproduce portions of the Proprietary Materials solely in connection with the mentorship of your mentees through the FIVE Network. Unless otherwise specified by FIVE in a separate license, your right to use any and all Proprietary Materials is subject to this Agreement. All rights regarding the Proprietary Materials not expressly granted in this Agreement are reserved by FIVE, its suppliers and service providers.



, "FIVE" and all related graphics, logos, service marks and trade names used on or in connection with any Proprietary Materials or in connection with the FIVE Network are the trademarks of FIVE and may not be used without permission in connection with your or any third-party products or FIVE Network. Other trademarks, service marks and trade names that may appear on or in the Proprietary Materials are the property of their respective owners.

We may provide you with reports regarding your mentee's progress and your and your mentee's use of the FIVE Network, including Platform specific statistics on usage of the Platform ("**Reports**"), at intervals indicated on the Cover Page. Such Reports are confidential to FIVE and may not be disclosed to any third party. We grant you a limited, non-exclusive, non-sublicensable, non-transferable right to reproduce the Reports solely for your personal purposes or any purpose related to your mentorship of your mentee(s).

Except with respect to Your Content, you agree (i) that you have no right, title, or interest in or to any Content that appears on or in the Proprietary Materials, and (ii) that FIVE and its suppliers, licensors, and service providers own all rights, title and interest in the Proprietary Materials (including but not limited to, any titles, computer code, themes, objects, concepts, artwork, animations, sounds, musical compositions, audiovisual effects, methods of operation, moral rights, documentation, or chat transcripts). You agree not to remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying any Proprietary Materials.

You hereby grant to FIVE a royalty-free, worldwide, transferable, sublicensable, irrevocable, perpetual license to use or incorporate into the FIVE Network any suggestions, enhancement requests, recommendations or other feedback provided by you relating to the FIVE Network, including the Platform or any Proprietary Materials. FIVE will not identify you as the source of any such feedback.



6. Confidential Information

FIVE Network is a private mentorship network and in sharing experiences and stories, mentees rely on the private nature of the FIVE Network, so it is of utmost important to keep all information and Content (including all Proprietary Materials) you learn from your mentees or other members of the FIVE Network strictly confidential. You agree to keep all such information and Mentee Content confidential. We have the right to terminate your participation in the FIVE Network if we determine, in our sole discretion, that you have breached the foregoing confidentiality obligation.

Additionally, during the Term, you may receive access to confidential information regarding FIVE, the FIVE Network, and the operation of the foregoing, including but not limited to Content and membership lists (“**Confidential Information**”). You agree that you will not use or disclose to any third party any Confidential Information of FIVE, except as expressly permitted under this Agreement. You will protect Confidential Information from unauthorized use, access, or disclosure. At FIVE’s request or upon termination or expiration of this Agreement, you will return to FIVE or destroy (or permanently erase in the case of electronic files) all copies of the Confidential Information that you do not have a continuing right to use under this Agreement, and you will, upon request, certify to FIVE your compliance with this sentence. The confidentiality obligations in this paragraph will not apply to any information that (a) is at the time of disclosure or becomes generally available to the public through no fault of yours; (b) is lawfully provided to you by a third party free of any confidentiality duties or obligations; (c) was already known to you at the time of disclosure free of any confidentiality duties or obligations; or (d) you can demonstrate, by clear and convincing evidence, was independently developed by you, without access or reference to the Confidential Information. In addition, you may disclose Confidential Information to the extent that such disclosure is necessary for you to enforce your rights under this Agreement or is required by law or by the order of a court or similar judicial or administrative body, provided that (to the extent legally permissible) you promptly notify FIVE in writing of such required disclosure and cooperates with FIVE if FIVE seeks an appropriate protective order.

7. Payment

We currently charge fees for participation as a mentor in the FIVE Network. You agree to pay all fees or charges to your FIVE Network membership account in accordance with the fees, charges and billing terms in effect at the time a fee or charge is due and payable. You must provide FIVE with a valid credit card (Visa, MasterCard, or any other issuer accepted by us) or PayPal account information (“**Payment Provider**”), as a condition to signing up for the FIVE Network. Your Payment Provider agreement governs your use of the designated credit card and you must refer to that agreement and not the Terms to determine your rights and liabilities. By providing FIVE with your credit card number and associated payment information, you agree that FIVE is authorized to immediately charge your FIVE Network account in an amount equal to the fees set forth on the Cover Page, on the Program Start Date, and again on every anniversary thereafter during the Term, and that no additional notice or consent is required. You agree to immediately notify FIVE of any change in your billing address or the credit card used for payment hereunder. FIVE reserves the right at any time to change its prices and billing methods, either immediately upon posting on FIVE Network or by e-mail delivery to you.

FIVE uses Stripe as its third party service provider for payment services (.e.g. card acceptance, and related services). By making payments on the Platform, you agree to be bound by Stripe’s Privacy Policy at: <https://stripe.com/us/privacy> and hereby consent and authorize FIVE and Stripe to share any information and payment instructions you provide to the minimum extent required to complete your transactions. By making payments on the Platform, you also agree to be bound by Stripe’s services agreement at: <https://stripe.com/us/legal/> and Stripe’s connect agreement at: <https://stripe.com/connect-account/legal>.

8. Third-Party Web Sites, Products, and Services

The FIVE Network may link or provide access to, or promote, third-party websites, products and/or services from other companies. You agree that FIVE is not responsible for, and does not control, those websites or any third-party websites, products or FIVE Network. FIVE encourages you to be aware of this when you leave the FIVE Network or click on links controlled by third parties, and to read the legal notices and privacy policies of each and every



location you visit. Your access to or use of a third party product, service or website will be subject to such third party's terms of use, privacy policy, and any other applicable terms and conditions. FIVE provides these links or access only as a convenience and does not review, approve, monitor, endorse, warrant, or make any representations with respect to third-party websites, products or services, and you access and/or use all such third-party websites, products, or services at your own risk.

9. Term and Termination

This Agreement will commence as of the Effective Date and will continue until you have completed the mentorship cycle for all of your mentees. Each mentorship cycle is five (5) years from each Program Start Date. Each party may terminate this Agreement in the event of a material breach of this Agreement by the other party, which remains uncured for a period of thirty (30) days. FIVE Network may terminate this Agreement immediately upon written notice to you in the event of a breach by you of Sections 3 or 6.

You acknowledge and agree that this Agreement's value to the FIVE Network is based in large part on the goodwill and positive publicity generated by you. Accordingly, you agree that: (a) you will use good faith efforts to conduct yourself in a manner so as to prevent a material adverse change in such goodwill and positive publicity; (b) you will not malign or disparage FIVE or FIVE Network during or after the Term; and (c) you will refrain from acting in an unprofessional manner or committing any public act or becoming involved in any public situation that: (i) is a felony or an act of moral turpitude; or (ii) subjects FIVE or the FIVE Network to public disrepute, contempt, scandal or ridicule in a material respect (the occurrences described in this paragraph, collectively, the "**Disparagement Acts**"). In the event of the occurrence of a Disparagement Act, FIVE will have the right, without liability and without limiting any other right or remedy to which FIVE may be entitled, whether under this Agreement, at law, or in equity, to terminate this Agreement.

You may terminate this Agreement in the event of a change in circumstances, such as a change in employment, health, or any other reason that renders it impractical for you to continue your mentorship obligations under this Agreement. In such event, you may terminate this Agreement upon written notice to FIVE but will not be entitled to any refund of fees previously paid.

Upon termination of this Agreement for any reason other than FIVE's material breach, all fees for the remainder of the Term shall become immediately due and payable, and FIVE has the right to charge your Payment Provider for such outstanding fees.

Termination of this Agreement includes removal of access to the FIVE Network and barring of further use of the FIVE Network and/or further communications with your mentees. All provisions of this Agreement, which by their nature should survive, shall survive termination of FIVE Network, including without limitation ownership provisions, warranty disclaimers and limitation of liability.

10. Disputes with Mentees or other Members

You are solely responsible for your interactions with mentees or other members of the FIVE Network, and any other parties you interact with through the FIVE Network; *provided, however*, we reserve the right, but have no obligation, to intercede in such disputes. You agree that FIVE is not responsible for any liability incurred as the result of such interactions.

11. Warranty and Conditions Disclaimer

YOU EXPRESSLY UNDERSTAND AND AGREE THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOUR USE OF THE FIVE NETWORK IS AT YOUR OWN RISK. FIVE, ITS PARENTS, SUBSIDIARIES, AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, PARTNERS, SUPPLIERS, AND LICENSORS (EACH, A "**FIVE PARTY**" AND COLLECTIVELY, THE "**FIVE PARTIES**") DO NOT GUARANTEE THAT YOU WILL FIND THE FIVE NETWORK RELEVANT, USEFUL, CORRECT, SATISFACTORY OR SUITABLE TO YOUR NEEDS. THE FIVE PARTIES EXPRESSLY DISCLAIM ALL



REPRESENTATIONS, WARRANTIES AND CONDITIONS ABOUT THE ACCURACY, COMPLETENESS, RELIABILITY, TIMELINESS OR EFFICACY OF THE CONTENT OF THE FIVE NETWORK AND MAKE NO GUARANTEES WITH RESPECT TO YOUR RELATIONSHIP WITH YOUR MENTEE(S), AND ASSUME NO LIABILITY OR RESPONSIBILITY TO YOU FOR ANY ERRORS, MISTAKES, OR INACCURACIES IN SUCH CONTENT OR IN THE FIVE NETWORK PROVIDED BY FIVE, OR ANY INTERACTIONS YOU HAVE WITH YOUR MENTEES. YOU EXPRESSLY UNDERSTAND AND AGREE THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOUR ACCESS TO, AND USE OF, THE FIVE NETWORK AND THE MENTEES, AND THE CONTENT AND OPPORTUNITIES AVAILABLE THROUGH THE FIVE NETWORK ARE ON AN "AS-IS" AND "AS AVAILABLE" BASIS, WITH ALL FAULTS, AND THE FIVE PARTIES SPECIFICALLY DISCLAIM ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATIONS, WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. FIVE DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE FIVE NETWORK, OR ANY RELATED OFFERINGS, CONTENT, AND MATERIALS AVAILABLE THROUGH THE FIVE NETWORK. ANY CONTENT DOWNLOADED FROM OR OTHERWISE ACCESSED THROUGH THE FIVE NETWORK IS ACCESSED AT YOUR OWN RISK, AND YOU SHALL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR PROPERTY, INCLUDING, BUT NOT LIMITED TO, YOUR COMPUTER SYSTEM AND ANY DEVICE YOU USE TO ACCESS THE FIVE NETWORK, OR ANY OTHER LOSS THAT RESULTS FROM ACCESSING SUCH CONTENT.

12. Limitation of Liability

TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, IN NO EVENT WILL THE FIVE PARTIES BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, PUNITIVE, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES (WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE) ARISING OUT OF OR IN CONNECTION WITH THESE TERMS, OR THE USE OF, OR THE INABILITY TO USE, THE FIVE NETWORK INCLUDING, WITHOUT LIMITATION, ANY INFORMATION OR DATA MADE AVAILABLE THROUGH THE FIVE NETWORK OR ANY MENTEES THAT YOU CONNECT WITH VIA THE FIVE NETWORK (INCLUDING CLAIMS OF MEDICAL MALPRACTICE), EVEN IF WE ARE ADVISED BEFOREHAND OF THE POSSIBILITY OF SUCH DAMAGES. IN THE EVENT THE FOREGOING LIMITATION OF LIABILITY IS DETERMINED BY A COURT OF COMPETENT JURISDICTION TO BE UNENFORCEABLE, THEN THE MAXIMUM LIABILITY OF THE FIVE PARTIES FOR ALL CLAIMS (WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE OR OTHERWISE)) OF EVERY KIND ARISING OUT OF THESE OR IN CONNECTION WITH THESE TERMS WILL NOT EXCEED (A) THE AMOUNT OF FEES PAID DURING THE PRECEDING ONE (1) YEAR PERIOD PRIOR TO THE ACT, OMISSION OR OCCURRENCE GIVING RISE TO SUCH LIABILITY, OR (B) THE REMEDY OR PENALTY IMPOSED BY THE STATUTE UNDER WHICH SUCH CLAIM ARISES. IF ANY PORTION OF THIS LIMITATION OF LIABILITY IS FOUND TO BE INVALID, THE FIVE PARTIES' LIABILITY SHALL BE LIMITED TO THE EXTENT PERMITTED BY APPLICABLE LAW.

13. Indemnity

You agree to indemnify and hold the FIVE Parties harmless from any losses, costs, liabilities and expenses (including reasonable attorneys' fees) relating to or arising out of any and all of the following: (a) Your Content; (b) your breach of this Agreement; (c) your violation of any rights of another party, including any mentees; or (e) your violation of any applicable laws, rules or regulations. FIVE reserves the right, at its own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with FIVE in asserting any available defenses. This provision does not require you to indemnify any of the FIVE Parties for any unconscionable commercial practice by such party or for such party's fraud, deception, false promise, misrepresentation or concealment, suppression or omission of any material fact in connection with any FIVE Network provided hereunder. You agree that the provisions in this section will survive any termination of your FIVE Network membership, the Terms and/or your access to the FIVE Network.



14. Assignment

You may not assign, delegate or transfer this Agreement or your rights or obligations hereunder, or your FIVE Network membership, in any way (by operation of law or otherwise) without FIVE's prior written consent. FIVE may assign its rights and obligations under this Agreement. This Agreement will inure to the benefit of FIVE's successors, assigns, and licensees. The failure of either party to insist upon or enforce the strict performance of the other party with respect to any provision of this Agreement, or to exercise any right under this Agreement, will not be construed as a waiver or relinquishment to any extent of such party's right to assert or rely upon any such provision or right in that or any other instance; rather, the same will be and remain in full force and effect.

15. Governing Law and Choice of Forum

You agree that this Agreement, as well as any and all claims arising from this Agreement, will be governed by and construed in accordance with the laws of the District of Columbia, United States of America applicable to contracts made entirely within the District of Columbia and wholly performed in the District of Columbia, consistent with the Federal Arbitration Act, without regard to any conflict or choice of law principles. This Agreement will not be governed by the United Nations Convention on Contracts for the International Sale of Goods.

16. DISPUTES

ANY CLAIM OR CONTROVERSY ARISING OUT OF OR IN ANY WAY RELATING TO THIS AGREEMENT OR ANY BREACH THEREOF BETWEEN THE PARTIES SHALL BE SUBMITTED TO FINAL AND BINDING ARBITRATION BEFORE JAMS IN THE DISTRICT OF COLUMBIA, PURSUANT TO THE JAMS COMPREHENSIVE ARBITRATION RULES AND PROCEDURES. ALL PARTIES FURTHER AGREE THAT THE ARBITRATION SHALL BE CONDUCTED BEFORE A SINGLE ARBITRATOR WHO SHALL BE AN INDEPENDENT RETIRED ARIZONA OR FEDERAL JUDGE OR JUSTICE WHO CURRENTLY IS, OR WAS AT THE TIME OF RETIREMENT, IN GOOD STANDING. The parties further agree that, upon application of the prevailing party, any judge in a court of competent jurisdiction, may enter a judgment based on the final arbitration award issued by the JAMS arbitrator. THE PARTIES UNDERSTAND THAT BY AGREEMENT TO BINDING ARBITRATION THEY ARE GIVING UP THE RIGHTS THEY MAY OTHERWISE HAVE TO TRIAL BY A COURT OR A JURY AND ALL RIGHTS OF APPEAL, AND TO AN AWARD OF PUNITIVE OR EXEMPLARY DAMAGES.

Notwithstanding the foregoing, either party shall have the right to seek equitable or injunctive relief in any court of competent jurisdiction in the event of a breach or threatened breach of Section 6 hereunder.

17. Miscellaneous

The Cover Page and these Terms constitute the entire agreement between us and you with respect to the subject matter contained herein and supersede all previous and contemporaneous agreements, proposals and communications, written or oral, related to that subject matter. You also may be subject to additional terms and conditions that may apply when you access or use the products, services, or content of a third party that are available through the FIVE Network. In the event of any conflict between any such third-party terms and conditions and this Agreement, this Agreement will govern. If any provision of this Agreement is found to be unlawful, void, or for any reason unenforceable, then that provision will be deemed severable from this Agreement and will not affect the validity and enforceability of any remaining provisions. Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion. This Agreement may not be modified except in a written amendment signed by the parties.