



**BUFFALO CONVENTION CENTER MANAGEMENT CORPORATION  
RESOLUTION AUTHORIZING CONVENTIONSUITE SUBSCRIPTION  
SERVICES AGREEMENT**

The following resolution is hereby approved by the officers of the Buffalo Convention Center Management Corporation (the "Corporation").

RESOLVED, that the ConventionSuite Software Application Subscription Services Agreement with NewGen Business Solutions, Inc., for software subscription services in the total amount of \$111,050 for a five (5) year term, with annual payments of \$22,210 due upon signing and on each anniversary date thereafter, as presented to the Officers and attached hereto as Exhibit A (the "Agreement"), is hereby approved and adopted; and it is

FURTHER RESOLVED, that each of the Chief Executive Officer and General Manager of the Corporation are hereby authorized and directed to execute and deliver the Proposal in the name of and on behalf of the Corporation, and to take all such other actions deemed by them to be necessary, appropriate or desirable for carrying out the intents and purposes of this project referenced in the foregoing resolution.

Dated: \_\_\_\_\_

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Cindy Abbott-Letro, Chair

Exhibit A

ConventionSuite Subscription Services Agreement Attached

## EXHIBIT A

### CONVENTIONSUITE™ SOFTWARE APPLICATION SUBSCRIPTION SERVICES AGREEMENT

This ConventionSuite Subscription Services Agreement (“Agreement”) is entered into on December 12, 2025 (“Signing Date”) between NewGen Business Solutions, Inc., an Arizona corporation, with its principal place of business located at 14500 N. Northsight Blvd., Scottsdale, AZ 85260 (“Provider”), and Buffalo Niagara Convention Center Management Corporation, with its principal place of business located at: 1 Convention Center Plaza, Buffalo, NY 14202 (“Recipient”).

#### 1. **Definitions.**

- (a) “Account” refers to the Service plans and features selected by Recipient and implemented by a software application bundle generated for, downloaded by and accepted by Provider, as such plans and features may change by mutual consent of the parties, as recorded by Provider through such portal.
- (b) “Confidential Information” means:
  - (i) Recipient Data;
  - (ii) the terms of this Agreement and
  - (iii) any commercial, financial, marketing, business, technical or other data, security measures and procedures, know-how or other information disclosed by or on behalf of the disclosing party to the receiving party for purposes arising out of or in connection with this Agreement, that:
    - (1) in the case of information in tangible form, is marked “confidential” or “proprietary;”
    - (2) in the case of information disclosed orally, visually or any other intangible form, is designated confidential or proprietary at the time of disclosure, and if disclosed orally, is summarized in reasonable detail in a writing delivered to the receiving party within ten (10) days following disclosure;
    - (3) under the circumstances, a person exercising reasonable business judgment would understand to be confidential or proprietary; and
    - (4) will include any reproduction of such information in any form or medium, or any part of such information. The following shall not be deemed Confidential Information:
      - (a) information that was in the public domain at the time of its disclosure, or which becomes public domain property through no fault of the receiving party;
      - (b) information that was rightfully in the receiving party’s possession without restriction prior to disclosure;
      - (c) information that was rightfully disclosed to the receiving party by a third party without restriction
      - (d) information that was independently developed by employees and/or contractors of the receiving party who did not have access to and without use of or reference to the disclosing party’s Confidential Information and

- (e) aggregate data collected or generated by Provider or on behalf of Provider regarding Provider's products and services (for purposes of providing or improving Provider products and services, benchmarking system performance, preparing statistics and system metrics, marketing and other purposes) that does not contain any personally identifiable or Recipient-specific information.
- (c) "Data Policy" refers to Provider's standard data policy, as such policy may change from time to time.
- (d) "Effective Date" refers to the date of commencement of the Service, i.e., the date of the primary NetSuite services signature.
- (e) "Materials" refers to written and graphical content provided by or through the Service, including, without limitation, text, photographs, illustrations, and designs, whether provided by Provider, another customer of the Service, or any other third party.
- (f) "Recipient Data" refers to data in electronic form input or collected through the Service by or from Recipient.
- (g) "Privacy Policy" refers to Provider's privacy policy, posted at [www.newgenow.com/privacy-policy/](http://www.newgenow.com/privacy-policy/), as such policy may change from time to time.
- (h) "Service" refers to Provider's ConventionSuite™ software application subscription service.

## **2. Service & Payment.**

- (a) *Service.* Provider will provide the Service to Recipient pursuant to its standard policies and procedures, then in effect.
- (b) *Payment.* Recipient will pay Provider Service fees of **\$22,210** annually for the term of this agreement upon the following payment terms:
  - (i) Upon signing, full first year payment due
  - (ii) Annually, on anniversary of signing date, annual renewal fees
- (c) *Failure of Payment.* Failure of Recipient to make any payment required under this Agreement when such payment is due, shall, at Provider's option, terminate this Agreement. Provider will provide written notice to Recipient of termination of this Agreement for failure to make a required payment, within thirty (30) days from the due date of the payment.

## **3. Materials, Software & IP.**

- (a) *Materials.* Recipient recognizes and agrees that: (i) the Materials are the property of Provider or its licensors and are protected by copyright, trademark, and other intellectual property laws; and (ii) Recipient does not acquire any right, title, or interest in or to the Materials except the limited and temporary right to use them as necessary for Recipient's use of the Service.
- (b) *Intellectual Properties ("IP") in General.* Provider retains all right, title, and interest in and to the Service, including without limitation all software used to provide the Service and all logos and trademarks reproduced through the Service, and this Agreement does not

grant Recipient any intellectual property rights in or to the Service or any of its components.

**4. Online Policies.**

- (a) *Privacy Policy.* The Privacy Policy applies only to the Service and does not apply to any third-party site or service linked to the Service or recommended or referred to through the Service or by Provider's employees.

**5. Each Party's Warranties.**

- (a) *Recipient's Identity.* Recipient warrants: (i) that it has accurately identified itself through its Account and will maintain the accuracy of such identification; and (ii) that it is a corporation or other business entity authorized to do business pursuant to applicable law or an individual 18 years or older.
- (b) *Right to Do Business.* Each party warrants that it has the full right and authority to enter into, execute, and perform its obligations under this Agreement and that no pending or threatened claim or litigation known to it would have a material adverse impact on its ability to perform as required by this Agreement.
- (c) *Disclaimers.* THE SERVICE IS PROVIDED "AS IS" AND AS AVAILABLE, AND PROVIDER MAKES NO WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS. THE SERVICE IS PROVIDED TO RECIPIENT ON AN "AS IS" AND "AS AVAILABLE" BASIS AND IS FOR COMMERCIAL USE ONLY. PROVIDER EXPRESSLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES THAT RECIPIENT'S USE OF THE SERVICE WILL SATISFY ANY STATUTORY OR REGULATORY OBLIGATIONS, OR WILL ASSIST WITH, GUARANTEE OR OTHERWISE ENSURE COMPLIANCE WITH ANY APPLICABLE LAWS OR REGULATIONS, INCLUDING WITHOUT LIMITATION HIPAA OR THE GRAMM-LEACH-BLILEY ACT OF 1999. RECIPIENT ASSUMES ALL RESPONSIBILITY FOR DETERMINING WHETHER THE SERVICE OR THE INFORMATION GENERATED THEREBY IS ACCURATE OR SUFFICIENT FOR RECIPIENT'S PURPOSES. Without limiting the generality of the foregoing, (i) PROVIDER HAS NO OBLIGATION TO INDEMNIFY OR DEFEND RECIPIENT AGAINST CLAIMS RELATED TO INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS; and (ii) Provider does not warrant that the Service will perform without error or immaterial interruption.
- (d) Recipient warrants that Recipient shall provide accurate, current and complete information on Recipient's legal business name, address, email address, and phone number, and maintain and promptly update this information if it should change.
- (e) Provider shall maintain commercially reasonable administrative, physical and technical safeguards designed for the protection, confidentiality and integrity of Recipient Data that is in the custody of Provider.
- (f) Each party agrees to use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (at all times exercising at least a commercially reasonable degree of care in the protection of such confidential information) not to use or disclose Confidential Information except to the extent necessary to perform its obligations or exercise rights under this Agreement or as

directed by Recipient. Either party may disclose Confidential Information on a need-to-know basis to its affiliates, contractors and service providers who have executed binding written agreements requiring confidentiality and non-use obligations at least as restrictive as those in this Section. Additionally, Recipient must input credit card information and social security numbers only in the fields designated for such data in the Service. Nothing in this Agreement will prohibit the disclosure of Confidential Information to the extent that such disclosure is required by law or order of a court or other governmental authority or regulation.

**6. Limitation of Liability.** IN NO EVENT: (a) WILL PROVIDER'S LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE AGGREGATE OF FEES PAYABLE TO PROVIDER PURSUANT TO THIS AGREEMENT (INCLUDING FEES BOTH PAID AND DUE) AT THE TIME OF THE EVENT GIVING RISE TO THE LIABILITY; AND (b) WILL PROVIDER BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, INCIDENTAL, OR PUNITIVE DAMAGES. THE LIABILITIES LIMITED BY THIS SECTION APPLY: (i) TO LIABILITY FOR NEGLIGENCE; (ii) REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, STRICT PRODUCT LIABILITY, OR OTHERWISE; (iii) EVEN IF PROVIDER IS ADVISED IN ADVANCE OF THE POSSIBILITY OF THE DAMAGES IN QUESTION AND EVEN IF SUCH DAMAGES WERE FORESEEABLE; AND (iv) EVEN IF RECIPIENT'S REMEDIES FAIL OF THEIR ESSENTIAL PURPOSE. If applicable law limits the application of the provisions of this Section, the Provider's liability will be limited to the maximum extent permissible.

**7. Data Management.**

- (a) *Access, Use, & Legal Compulsion.* Unless it receives the Recipient's prior written consent, Provider: (i) will not access or use Recipient Data other than necessary to facilitate the Service; and (ii) will not give any third-party access to Recipient Data. Notwithstanding the foregoing, Provider may disclose Recipient Data as required by applicable law or by proper legal or governmental authority. Provider will give Recipient prompt notice of any such legal or governmental demand and reasonably cooperate with Recipient in any effort to seek a protective order or otherwise to contest such required disclosure, at Recipient's expense.
- (b) *Recipient's Rights.* Recipient possesses and retains all right, title, and interest in and to Recipient Data, and Provider's use and possession thereof is solely as Recipient's agent.

**8. Term & Termination.**

- (a) *Term.* The term of this Agreement automatically renews every 12 months on the anniversary of this signing date, pursuant to licensing of the Oracle-NetSuite Service.
- (b) *Termination for Cause.* Either party may terminate this Agreement for material breach by written notice, effective in 30 days, unless the other party first cures such breach.
- (c) *Effects of Termination.* The following provisions will survive termination of this Agreement: (i) any obligation of Recipient to pay for Service rendered before termination; (ii) Sections 3, 4, 5(c), and 6 of this Agreement; and (iii) any other provision of this Agreement that must survive termination to fulfill its essential purpose.
- (d) *Suspension for Ongoing Harm.* Provider may with reasonably contemporaneous telephonic, e-mail or text notice to Recipient suspend access to the Service if Provider

reasonably concludes that Recipient's Service is being used to engage in denial-of-service attacks, spamming, or illegal activity, and/or use of Recipient's Service is causing immediate, material and ongoing harm to Provider or others. In the extraordinary event that Provider suspends access to the Service, Provider will use commercially reasonable efforts to limit the suspension to the offending portion of the Service and work with Recipient to resolve the issues causing the suspension of Service. Recipient agrees that Provider shall not be liable to Recipient nor to any third party for any suspension of the Service under such circumstances as described in this Section.

**9. Miscellaneous.**

(a) *Notices.* Notices pursuant to this Agreement will be sent to the addresses below, or to such others as either party may provide in writing. Such notices will be deemed received at such addresses upon the earlier of (i) actual receipt or (ii) delivery in person, by fax with written confirmation of receipt, by certified mail return receipt requested, FedEx, UPS, or registered mail.

(i) For Provider:       NewGen Business Solutions, Inc.  
                                  14500 N. Northsight Blvd.  
                                  Scottsdale, AZ 85260  
                                  Rick Kostopoulos, President/CEO

(ii) For Recipient:      Buffalo Niagara Convention Center Management Corporation  
                                  1 Convention Center Plaza  
                                  Buffalo, NY 14202  
                                  Jeff Calkins, General Manager

(b) *Amendment.* Provider may amend this Agreement (including the Data Policy) from time to time by posting an amended version at its website and sending Recipient written notice thereof. Such amendments will be deemed accepted and become effective 30 days after such notice (the "Proposed Amendment Date") unless Recipient first gives Provider written notice of rejection of the amendment. In the event of such rejection, this Agreement will continue under its original provisions, and the amendment will become effective at the start of Recipient's next Term following the Proposed Amendment Date (unless Recipient first terminates this Agreement pursuant to Section 8 above). Recipient's continued use of the Service following the effective date of an amendment will confirm Recipient's consent thereto. This Agreement may not be amended in any other way except through a written agreement executed by authorized representatives of each party. Notwithstanding the foregoing, Provider may amend the Privacy Policy at any time by posting a new version at its website and sending Recipient notice thereof, and such an amended version will become effective ten (10) business days after such notice is sent.

(c) *Independent Contractors.* The parties are independent contractors and will represent themselves in all regards. Neither party is the agent of the other, and neither may bind the other in any way.

(d) *No Waiver.* Neither party will be deemed to have waived any of its rights under this Agreement by lapse of time or by any statement or representation other than in an

explicit written waiver. No waiver of a breach of this Agreement will constitute a waiver of any prior or subsequent breach of this Agreement.

- (e) *Force Majeure*. To the extent caused by force majeure, no delay, failure, or default will constitute a breach of this Agreement.
- (f) *Assignment & Successors*. Recipient may not assign this Agreement or any of its rights or obligations hereunder without Provider's express written consent, except that Recipient may assign this Agreement to the surviving party in a merger of Recipient into another entity. Provider may assign this Agreement or any of its rights or obligations hereunder without Provider's consent. This Agreement will be binding upon and inure to the benefit of the respective successors and assigns of the parties allowed by this Agreement.
- (g) *Choice of Law & Jurisdiction*. This Agreement will be governed solely by the internal laws of the State of Arizona, without reference to such State's principles of conflicts of law and excluding the Uniform Computer Information Transactions Act (UCITA) and the United Nations Convention on Contracts for the International Sales of Goods. The parties' consent to the personal and exclusive jurisdiction of the federal and state courts of Arizona and Maricopa County respectively.
- (h) *Severability*. To the extent permitted by applicable law, the parties hereby waive any provision of law that would render any clause of this Agreement invalid or otherwise unenforceable in any respect. In the event that a provision of this Agreement is held to be invalid or otherwise unenforceable, such provision will be interpreted to fulfill its intended purpose to the maximum extent permitted by applicable law, and the remaining provisions of this Agreement will continue in full force and effect.
- (i) *Certain Notices*. Pursuant to 47 U.S.C. Section 230(d), Provider hereby notifies Recipient that parental control protections (such as computer hardware, software, or filtering services) are commercially available that may assist in limiting access to material that is harmful to minors. Information regarding providers of such protections may be found on the Internet by searching for "parental control protection" or similar terms.
- (j) *Conflicts among Attachments*. In the event of any conflict between the terms of this main body of this Agreement and those of the Data Policy, the terms of this main body will govern. In the event of any conflict between this Agreement and any Provider policy posted online, including without limitation the Privacy Policy, the terms of this Agreement will govern.
- (k) *Construction*. The parties agree that the terms of this Agreement result from negotiations between them. This Agreement will not be construed in favor of or against either party by reason of authorship.
- (l) *Entire Agreement*. This Agreement sets forth the entire agreement of the parties and supersedes all prior or contemporaneous writings, negotiations, and discussions with respect to the subject matter hereof. Neither party has relied upon any such prior or contemporaneous communications.
- (m) *Execution in Counterparts*. This Agreement may be executed in one or more of its counterparts. Each counterpart will be an original, but all such counterparts will constitute one and the same instrument.


- (n) *Further Assurances.* The parties hereto shall execute such additional instruments as may be reasonably required to carry out the purpose and intent of this Agreement and to fulfill the obligations of the parties hereunder.
- (o) *Attorney Review.* Recipient warrants and represents that Recipient in executing this Agreement has had the opportunity to rely on legal advice from an attorney of Recipient's choice, so that the terms of this Agreement and their consequences could have been fully read and explained to Recipient by an attorney and that Recipient fully understands the terms of this Agreement.
- (p) *Voluntary Execution.* Recipient certifies and acknowledges that Recipient has carefully read all of the provisions of this Agreement, and that Recipient understands and will fully and faithfully comply with such provisions.

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be signed by duly authorized officers or representatives as of the Signing Date first written above.

**Buffalo Niagara Convention Center Management Corporation**

**NewGen Business Solutions, Inc.  
PROVIDER**

**RECIPIENT**

By:   
DocuSigned by:  
95052D1800824D8...

By:   
DocuSigned by:  
67EB1E1E772A41A...

(signature)

(signature)

Name: Jeff Calkins

Name: Alec Kostopoulos

(print)

(print)

Title: Vice President & General Manager

Title: Manager

12/10/2025

12/8/2025