

MASTER SERVICES AGREEMENT

5/6/2021 4:25 PM EDT

THIS MASTER SERVICES AGREEMENT (this "**MSA**") dated as of [_____] (the "Effective Date"), is entered into by and between [Customer], a [form of entity] ("**Customer**"), with offices at [location], and Cvent, Inc., a Delaware corporation ("**Cvent**"), with its principal office and place of business at 1765 Greensboro Station Place, 7th Floor, Tysons Corner, VA 22102, on behalf of itself and its wholly-owned subsidiaries, as applicable. Cvent and Customer are collectively the "**Parties**" and individually a "**Party**". "**Customer**" will include Customer affiliates identified on the Order Forms entered into pursuant to this Agreement, as applicable.

1 DEFINITIONS

"**Agreement**" means collectively this MSA, Order Forms, and all other attachments and exhibits attached hereto.

"**Confidential Information**" means any information, regardless of form, proprietary to or maintained in confidence by either Party, including, without limitation, any Customer Data, information, technical data or know-how relating to discoveries, ideas, inventions, software, designs, specifications, processes, systems, diagrams, research, development, business plans, strategies or opportunities, and information related to finances, costs, prices, suppliers, vendors, customers and employees which is disclosed by a Party or on its behalf whether directly or indirectly, orally, visually, or in writing, to the other Party or any of its employees or agents. The terms and conditions of this Agreement and any order for Cvent products or services will be deemed the Confidential Information of both Cvent and Customer.

"**Customer Data**" means any materials, information, data, code, content, and other information that Customer, or its employees or agents, collect (or which Cvent collects on behalf of Customer from event attendees or others) or transmit to Cvent via a SaaS Solution, or via another medium for the purpose of display or transmission via the Services.

"**Cvent Content**" means the information, documents, software, products and services contained or made available to Customer in the course of using a SaaS Solution.

"**Developed Materials**" is defined in Section 4.2.2.

"**Documentation**" means the user instructions, release notes, manuals and on-line help files regarding the use of a SaaS Solution in the form generally made available by Cvent, as updated by Cvent from time to time.

"**Order Form**" means a document, including SOWs, executed by the Parties, which incorporates by reference the terms of this MSA, and describes order-specific information, such as description of Service ordered, Usage Metrics, fees, and milestones.

"**Products**" means collectively the SaaS Solutions and other software programs (including any associated materials or intellectual property, as well as any updates, improvements, modifications, or changes, and Documentation), Cvent Content, Developed Materials and all toolkits and any other programs provided by Cvent hereunder, training materials, tutorials and related documentation provided by Cvent in connection with the performance of Services.

"**Professional Services**" means data conversion, data mapping, implementation, site planning, configuration, integration and deployment of the SaaS Solution, training, project management and other consulting services.

"**Protected Information**" means: (i) Social Security number; (ii) passport numbers or other government-issued identification numbers; (iii) health or medical information (other than dietary preferences or medical contact information); (iv) date of birth, (v) financial account number, or credit or debit card number, with or without any required security code, access code, personal identification number or password, that would permit access to an individual's financial account other than payment information entered using Cvent's online payments module; or (vi) other information that a reasonable person would recognize as being highly sensitive (but excluding, for avoidance of doubt, contact information such as name, title, company name, mailing address, email address, and phone number).

"**SaaS Solution**" means a software as a service and other software services identified in the Order Form and associated Support.

"**Services**" means collectively SaaS Solutions and Professional Services.

"**SOW**" means one or more work orders, work authorizations or statements of work that describe the Professional Services for Customer and mutually executed by the Parties.

"**Subscription Term**" means the period during which Customer is authorized to use a SaaS Solution pursuant to an Order Form.

"**Support Services**" is defined in Section 6.1.

"**Viruses**" shall mean any programs, subroutines, code, instructions, data or functions, (including but not limited to viruses, worms, date bombs, time bombs, shut-down devices, keys, authorization codes, or passwords allowing Cvent access), the purpose of which is expressly intending to result in damaging, interrupting, interfering with or hindering the operation of any software or data on Customer's equipment configuration, or any other equipment or system with which the equipment configuration or SaaS Solutions are capable of communicating.

2 PURPOSE AND SCOPE

2.1 **Purpose.** This MSA establishes the general terms and conditions for Cvent's provision of the Services to Customer. Additional terms for the subscription or use of a specific Service are in the applicable exhibits (each a "**Product Exhibit**") attached hereto and incorporated herein. Each Product Exhibit is only applicable to the Service identified on that Product Exhibit.

2.2 **Additional Order Forms.** During the Term, Customer may subscribe to or purchase additional Services or otherwise expand the scope of Services granted under an Order Form, upon mutual agreement and execution of a new Order Form specifying details the foregoing.

2.3 **Order of Precedence.** The terms and conditions of this MSA control to the extent any terms and conditions of this MSA conflict with the terms and conditions of an Order Form or any Product Exhibit, except where the Order Form or Product Exhibit specifically states the intent to supersede a specific portion of this MSA.

2.4 "**Usage Metrics**" means the limitation on the usage of a SaaS Solution as designated and/or defined in the applicable Order Form by a term such as the number of users or properties, reports and the like.

3 FEES, TAXES & PAYMENTS

3.1 **General.** Customer shall pay the fees specified in the applicable Order Form or SOW within 30 days after the invoice date. Except as otherwise expressly specified, all payment obligations start from the execution of the Order Form. All payments must be by check, wire or ACH unless Cvent agrees otherwise.

3.2 **Currency and Taxes.** Fees are in the currency designated in the applicable document and exclude taxes. Customer is responsible for payment of all applicable sales, use, value added or similar taxes (excluding those on Cvent's net income) imposed by a federal, state, provincial, local or other government entity relating to the provision of the Services.

3.3 **Payment and Late Payment.** Customer will pay invoices Net 30 days after receipt of a properly completed invoice or per WI State Statue 16.528, (Prompt Pay Policy).

3.4 **Failure to Pay.** Failure to make timely payments is a material breach of this Agreement and Cvent may suspend its performance obligations in accordance with the provisions of Section 13.4. If ordered by a court of law, Customer shall reimburse Cvent for expenses incurred, including interest and reasonable attorney fees, in collecting amounts due under this Agreement that are not under good faith dispute by Customer. Amounts paid or payable for SaaS Solutions are not contingent upon the performance of any Professional Services. Customer agrees that its subscriptions hereunder are neither contingent on the delivery of any future functionality or features nor dependent on any oral or written comments made by Cvent regarding future functionality or features.

3.5 **Overage Fees.** If Customer exceeds the Usage Metrics, Customer shall pay as specified in the applicable Order Form, or if not specified using the then-current rates for

the applicable SaaS Solution.

3.6 Travel and Lodging Expenses. If Customer requests onsite services from Cvent, it shall pay Cvent's reasonable travel and lodging expenses at actual cost within 30 days after the invoice date, so long as all expenses are within UW System Administrative Policies 405, 410, 415, 420, 425, 430, and 435.

3.7 Fee Adjustment. The recurring fees are fixed for the initial Subscription Term of the applicable Order Form. Thereafter, Cvent may increase these fees for future periods, provided that no annual increase will exceed seven percent (7%) for each year of the Initial Subscription Term. Notwithstanding anything contained herein to the contrary, Professional Services fees are not subject to this Section 3.7.

4 SERVICES

4.1 SaaS Solutions.

4.1.1 Subscription Right. Subject to the provisions of this Agreement, Cvent hereby grants Customer for the Subscription Term, a non-transferable, non-exclusive and revocable subscription right, without the right to grant sublicenses, to access and use the SaaS Solutions solely for the internal business purposes of Customer. Customer acknowledges that Cvent has no delivery obligation and will not ship copies of the Products to Customer as part of the SaaS Solutions. Customer agrees that it does not acquire under the Agreement any license to use the Products in excess of the scope and/or duration of the SaaS Solutions. Except for the foregoing subscription right, no other rights in the Service are granted hereunder, and the Service is and will remain the sole and exclusive property of Cvent and its licensors, if any, whether the Service is separate or integrated with any other products, services or deliverables.

4.1.2 Usage Metrics. Customer's right to use a SaaS Solution is limited by the number of Usage Metrics designated in the applicable Order Form(s). Usage Metrics provided in the initial Order Form represent minimum amounts that Customer has committed to for the Term. There will be no fee adjustments or refunds for any decrease in usage or Usage Metrics during the Term.

4.1.3 Changes and Environment. Access to a SaaS Solution is limited to the version in Cvent's production environment, accessed via the Internet by use of a Cvent-approved Customer-provided browser. Cvent regularly updates the SaaS Solutions and reserves the right to add and/or substitute functionally equivalent features in the event of product unavailability, end-of-life, or changes to software requirements. SaaS Solutions will be hosted on a server that is maintained by Cvent or its designated third-party supplier or data center. Customer is solely responsible for obtaining and maintaining at its own expense, all equipment needed to access the SaaS Solutions, including but not limited to Internet access and adequate bandwidth.

4.1.4 User IDs. Cvent shall assign Customer one or more user IDs and passwords that will enable Customer to access a SaaS Solution. Customer shall take reasonable precautions to protect against theft, loss or fraudulent use of these IDs and passwords. Each user ID is unique to the assigned individual and may not be shared with others, including other personnel of Customer.

4.2 Professional Services.

4.2.1 Scope. Cvent shall perform the Professional Services described in the applicable SOW. Either Party may propose a change order to add to, reduce or change the work ordered in the SOW. Each change order must specify the changes to the Professional Services or deliverables, and the effect on the time of performance and on the fees owed to Cvent. A change order is not binding until executed by both Parties.

4.2.2 Developed Materials. If agreed in a SOW, Cvent may develop modifications to Products or Cvent Content ("**Developed Materials**"). Cvent hereby grants Customer, subject to timely payment of applicable fees and charges, and subject to the restrictions in this Agreement, a personal, nonexclusive, non-transferable license for the Subscription Term to use the Developed Materials solely in connection with its use of the SaaS Solutions. Unless specified in a SOW, Cvent does not provide updates or reintegration work required to make Developed Materials compatible with future versions or releases of a SaaS Solution.

4.2.3 Third Party Integration. Professional Services may include providing configurable integrations (sometimes referred to as "**Connectors**") with various third-party applications. Configuration and use of any Cvent connector depends upon (a) Customer's maintaining an active license and login credentials for the third-party application, and (b) the continuing compatibility and stability of the third party's application programming interface. Customer understands and agrees that Cvent does not control, and cannot guarantee, the fulfillment of the foregoing dependencies or the accuracy, completeness or quality of any data transmitted via "connector" or other integration to an external application except up to the point of transmission, and Cvent is not liable for the quality of any third party data, or any misconfiguration, data corruption or data loss resulting from the use of Cvent connectors or other such integrations.

5 CUSTOMER'S USE

5.1 Acceptable Use. Cvent does not monitor or police the content of communications or Customer Data transmitted through the SaaS Solutions, and Cvent is not responsible for the content of these communications or transmissions. Customer shall use a SaaS Solution exclusively for authorized and legal purposes, consistent with all applicable laws and regulations and Cvent's Privacy Policy located at <http://www.cvent.com/en/privacy-policy.shtml> (the "**Privacy Policy**").

5.2 Restrictions. Customer shall not (i) license, sublicense, sell, resell, transfer, rent, lease, assign (except as provided in Section 14.6 (Assignment)), distribute, disclose, or otherwise commercially exploit or make available to any third party the Products or Services; (ii) copy, record, extract, scrape, modify or make derivative works based upon the Products or Services; (iii) "frame" or "mirror" the Products or Services on any other server or device; (iv) access the Products or Services for any benchmarking or competitive purposes or use the Services for application service provider, timesharing or service bureau purposes, or any purpose other than its own internal use; (v) decompile, disassemble, reverse engineer or attempt to discover any source code or underlying ideas or algorithms of the Products or Services; (vi) remove, obscure or modify a copyright or other proprietary rights notice in the Product Service; (vii) use the Product or Service to send or store infringing, obscene, threatening, libelous, or otherwise unlawful material, including material that violates third party privacy rights; (viii) use the Product or Service to create, use, send, store, or run material containing software viruses, worms, Trojan horses or otherwise engage in any malicious act or disrupt the security, integrity or operation of the Products or Services; (ix) attempt to gain or permit unauthorized access to the Products or Services or related systems or networks, including but not limited to conducting any penetration testing, denial of service attacks, or similar efforts; (x) use the Products or Services other than in compliance with all applicable laws and regulations; or (xi) permit or assist any other party (including any user) to do any of the foregoing.

5.3 No Spamming or Unsolicited Commercial Email. Customer will not use the Services for illegal activities or junk mail, chain letters, pyramid schemes, phishing, "spam" or other unsolicited emails to any person who has not given specific permission to be included in such a process. Without limiting the generality of the foregoing, Customer is required to comply with the United States' Controlling the Assault of Non-Solicited Pornography And Marketing Act of 2003 ("CAN-SPAM Act"), and the rules and regulations promulgated thereunder. All email messages sent from Cvent, including invitations, reminders and confirmations, must include Customer's identity as the sender, contain a valid physical posting address, an "unsubscribe" link that allows subscribers to remove themselves from Customer's email messages, notice that the message is an advertisement or solicitation, and otherwise comply in all other respects with applicable law. Customer will actively manage, and process unsubscribe requests received by it directly as soon as reasonably practicable and no later than ten (10) days after submission, and update its email lists and address books to reflect the unsubscribe requests. Cvent reserves the right to immediately suspend or terminate Customer's access to the Services in the event of Customer's violation of this Section 4.3. Customer is still responsible for full payment of its Order Form even if its access

to the Services is terminated in accordance with this Section.

5.4 Breach by Authorized User. Any failure by an authorized user to comply with this Agreement is deemed to be a breach by Customer, and Cvent shall not be liable for any damages incurred by Customer or any third party resulting from such breach. Customer shall immediately take all necessary steps, including providing notice to Cvent, to effect the termination of an access ID for any authorized user if there is any compromise in the security of that access ID or if unauthorized use is suspected or has occurred.

5.5 Server Location. Customer acknowledges that Cvent has servers located in the United States and Europe only and that the SaaS Solutions are not intended to be used by Customer or third parties in any country which requires an individual's personal data to remain on servers located in that country. Without limiting the generality of the foregoing, the Services provided hereunder are not intended for use by citizens of the Russian Federation who reside in Russia. Customer represents and warrants that it will use the Service in compliance with all such applicable data privacy localization requirements. The Customer acknowledges and agrees that any use of the Services by Customer within the People's Republic of China, including Hong Kong and Macau (collectively, "China") carries certain inherent risks associated with government rules and regulations and business environment, including but not limited to access (and interruption) to telecommunication or internet services and data privacy and localization requirements. Accordingly, Customer acknowledges and agrees that its use of the Services within China is at its sole risk and Cvent's: (i) failure or inability to provide any of the Services in China; or (ii) transfer of personal data of Chinese residents and citizens outside of China, shall not constitute a breach of the Agreement (including SLAs, if any) and in no event shall Cvent be liable to Customer for any damages (whether direct, indirect, consequential, punitive special, or otherwise), fines, penalties, credits, rebates, offsets, or any other form of payment arising from Customer's use or inability to use the Services within China.

5.6 No Protected Information. Customer acknowledges and agrees that use of the Services does not require Customer to provide any Protected Information to or through the SaaS Solutions and Cvent shall have no liability to Customer or its representatives, users or any other party related to any Protected Information. Customer shall not (and shall ensure that its representatives and users do not) upload, provide or submit any Protected Information to the SaaS Solutions. Cvent may upon notice suspend all or portion of Customer's or its users' access to the SaaS Solutions if Cvent has a good faith belief that Customer or its users has breached the restrictions in this Section.

5.7 Third Party Content. Third party data, content, materials or software ("**Third Party Content**") published on the Cvent website or otherwise made available through a SaaS Solution may be subject to third party licenses, and these licenses may be altered or revoked at any time by the applicable third party licensor, and that, provided there is no material reduction of functionality in the Cvent System, removal or alteration of Third Party Content shall not constitute a material breach of this Agreement or any Order Form.

6 SUPPORT.

6.1 Obligations. Support services provided by Cvent as part of a SaaS Solution include technical support and workarounds so that the SaaS Solutions operate in material conformance with the Documentation, and (ii) the provision of updates thereto, if and when available (collectively, "**Support Services**"). For the avoidance of doubt, updates to the SaaS Solutions may include subsequent releases to Products, excluding Developed Materials, and may include bug fixes, patches, error corrections, minor and major releases, non-new platform changes, or modifications or revisions that enhance existing performance. Updates exclude new products, modules or functionality for which Cvent generally charges a separate fee.

6.2 Exceptions to Support. Cvent does not provide Support Services with respect to: (i) a SaaS Solution that have been altered or modified by anyone other than Cvent or its licensors; (ii) a SaaS Solution used other than in accordance with the Documentation; (iii) Professional Services, (iv) Developed Materials, (v) errors or malfunction caused by Customer's failure to comply with the minimum system requirement documentation as provided by Cvent or by Customer's use of non-conforming data, or (vi) errors and malfunction caused by any systems or programs not supplied by Cvent.

6.3 Training. Customer shall ensure that all users receive initial training services sufficient to enable Customer to effectively use the SaaS Solution. Failure to do so could result in additional fees if service requests are deemed excessive as a result of insufficient training, at Cvent's discretion. In addition, during the Term of this Agreement, Customer agrees that its authorized system users are required to complete online training related to the SaaS Solution purchased hereunder within 30 days of the creation of his or her authorized user ID, and subsequently complete Cvent's free certification within 6 months of the creation of the user ID. If any user fails to complete the foregoing in a timely manner, then Cvent reserves the right to restrict direct support access and/or revoke any discounts granted herein. Training can be found at the following link: <https://cvent.docebosaa.com/external/learn/mycourses>.

6.4 Communications. By executing the Agreement, Customer hereby consents, on behalf of its signatory herein and each of its personnel who is assigned a user ID for access to the SaaS Solution, to receiving email communications from Cvent regarding Cvent products and services, including but not limited to Cvent white papers, webcasts, videos, live events, and other marketing and information materials. Customer understands that its signatory and personnel may withdraw such consent at any time by unsubscribing from such email communications through the links provided therein.

7 SECURITY STANDARDS AND SAFEGUARDS.

7.1 Payment Cards. Cvent shall maintain safeguards against the destruction, loss or alteration of payment card information that is in the possession of Cvent and stored in a Cvent platform by implementing the applicable information security controls as set out in the then current version of the Payment Card Industry Data Security Standard ("**PCI DSS**"), or the immediately preceding version of PCI DSS to the extent still permitted by PCI authorities.

7.2 Personal Data. Cvent shall maintain commercial safeguards against the unauthorized destruction, disclosure or alteration of Customer personal data that is in the possession of Cvent. Upon Customer's written request, Cvent shall provide Customer with a current copy of its Letter of Attestation with respect to its system architecture and vulnerability from an independent third-party assessor and a summary of SOC-1 (or substantially similar) audit report, as applicable.

7.3 Data Protection Agreement. Customer and Cvent shall comply with all applicable privacy laws and regulations and shall provide help and cooperation to the other as is reasonably necessary or requested to comply with these laws and regulations. If a SaaS Solution involves the processing of personal data of data subjects (as defined by applicable data protection legislation) located within the European Economic Area or Switzerland on behalf of Customer, then the Parties agree to execute Cvent's data protection agreement located at <http://www.cvent.com/en/pdf/data-processing-addendum.pdf>.

8 WARRANTIES AND DISCLAIMERS.

8.1 Disclaimers. THE SERVICES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, AND CVENT DOES NOT MAKE ANY REPRESENTATION, WARRANTY REGARDING THE SERVICES, OR GUARANTY, AS TO THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, AVAILABILITY, ACCURACY OR COMPLETENESS OF THE SERVICES PROVIDED OR OFFERED HEREUNDER. ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT OR ANY WARRANTIES ARISING FROM USAGE OF TRADE, COURSE OF DEALING, COURSE OF PERFORMANCE, OR STATUTORILY, ARE HEREBY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

8.2 USE OF OR CONNECTION TO THE INTERNET PROVIDES THE OPPORTUNITY FOR UNAUTHORIZED THIRD PARTIES TO CIRCUMVENT SECURITY PRECAUTIONS AND ILLEGALLY GAIN ACCESS TO THE SAAS SOLUTIONS AND CUSTOMER DATA. ACCORDINGLY, CVENT CANNOT AND DOES NOT GUARANTEE THE PRIVACY, SECURITY OR AUTHENTICITY OF ANY INFORMATION TRANSMITTED OVER OR STORED IN ANY SYSTEM CONNECTED TO THE INTERNET. IN ORDER TO

PROTECT CUSTOMER'S DATA, CVENT MAY SUSPEND CUSTOMER'S USE OF THE SERVICES IMMEDIATELY, WITHOUT PRIOR NOTICE, PENDING AN INVESTIGATION, IF ANY BREACH OF SECURITY IS SUSPECTED.

9 PROPRIETARY RIGHTS

9.1 Cvent's Intellectual Property Rights. As between Cvent and Customer, all rights, title, and interest in and to all intellectual property rights in the Products, Services, and Developed Materials (including all components, derivatives, modifications and enhancements) are and will be owned exclusively by Cvent notwithstanding any other provision in this Agreement or Order Form. This Agreement is not a sale and does not convey to Customer any rights of ownership in or related to the Products, Services, or Developed Materials. All rights, title and interest in or to any copyright, trademark, service mark, trade secret, patents, and other proprietary right relating to the Products and Services and the related logos, product names, etc. are reserved and all rights not expressly granted are reserved by Cvent. Cvent alone shall own all rights, title and interest in and to any suggestions, enhancement requests, feedback, recommendations or other information provided by Customer or any third party relating thereto. Customer acknowledges and agrees any software and any Developed Materials Cvent creates pursuant to this Agreement are not and will not be considered as "works made for hire" under the United States Copyright Act, Title 17, United States Code or "joint works of authorship," or any other designation tending to imply that Customer has or retains ownership or authorship rights therein or thereto, but are provided to Customer in accordance with and subject to the terms and conditions of this Agreement. To the extent that any such rights vest initially with Customer by operation of law or for any other reason, Customer hereby perpetually and irrevocably assigns, transfers, and quitclaims all such rights to Cvent. Subject to Cvent's confidentiality obligations under the Agreement, nothing herein prevents or limits Cvent's right to undertake engagements for any other entity, transfer or license the deliverables to other parties, or to reuse them in whole or in part in other projects, including a competitor of Customer, whether or not similar to the Developed Materials.

9.2 Customer Data. As between Customer and Cvent, Customer owns all rights, title and interest in and to all Customer Data. Customer has sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership of and right to use all Customer Data, and warrants that that it has and will have all rights and consents necessary to allow Cvent to use this data as contemplated by this Agreement. Customer hereby grants to Cvent during the Subscription Term a royalty-free, fully-paid, non-exclusive, non-transferable (except as set forth in Section 14.6 (Assignment)), sub-licensable, worldwide right to use and process Customer Data solely for the purpose of providing to Customer the Products and Services and any other activities expressly agreed to by Customer.

10 CONFIDENTIALITY.

10.1 Obligations. The receiving Party shall not disclose or use any Confidential Information of the disclosing Party for any purpose outside the scope of this Agreement, except with the disclosing Party's prior written permission. Each Party shall protect the confidentiality of the Confidential Information of the other Party in the same manner that it protects the confidentiality of its own proprietary and confidential information of like kind (but in no event using less than reasonable care). If the receiving Party is compelled by law to disclose Confidential Information of the disclosing Party, it shall provide the disclosing Party with prior written notice of the compelled disclosure (to the extent legally permitted) and reasonable assistance, at disclosing Party's cost, if the disclosing Party wishes to contest the disclosure, and the receiving Party shall continue to treat this information as Confidential Information for all other purposes.

10.2 Remedies. The disclosing Party has the right, in addition to any other remedies available to it, to seek injunctive relief to enjoin any actual or threatened breach of this Section 10.

10.3 Exceptions. The receiving Party will not be obligated under this Section 10 for any information that: (i) is or becomes generally known to the public without breach of any obligation owed to the disclosing Party; (ii) was known to the receiving Party prior to its disclosure by the disclosing Party; (iii) was independently developed by the receiving Party without use of or reference to any Confidential Information or breach of any obligation owed to the disclosing Party; or (iv) is received from a third party without restriction and without breach of any obligation owed to the disclosing Party.

10.4 Prior Non-Disclosure Agreement. Any existing non-disclosure agreement entered into by the Parties is hereby superseded and replaced by the terms in this Section 10, which will govern all disclosures and exchanges of Confidential Information made by the Parties previously under that agreement.

10.5 Aggregate Data. Subject to the terms of this Section, Customer acknowledges and agrees that Cvent may use all data inputted into or collected by the SaaS Solutions, including but not limited to data related to Service utilization and Customer Data, on an aggregated and anonymous basis (collectively, "Aggregate Data") in compliance with applicable laws and Cvent's Privacy Policy to provide the SaaS Solutions and for any commercial purposes, including distribution to other Cvent customers and for the preparation and distribution of benchmarking, research, and analytical materials. Aggregate Data must not identify Customer as the source of any specific data or finding, nor will it include any personally identifiable information of any individual users. Cvent shall maintain appropriate security measures for all Aggregate Data in accordance with the terms and conditions of this Agreement. Cvent will be the sole and exclusive owner of all right, title and interest to such Aggregate Data.

10.6 The foregoing provisions of Confidential Information Sections will not restrict either party from disclosing the other party's Confidential Information or the terms and conditions of this Agreement pursuant to the order or requirement of a court, administrative agency, Wisconsin Open Records Law or other governmental body.

11 INDEMNIFICATION

11.1 Customer Indemnity. Customer agrees to provide liability protection for its officers, employees and agents while acting within the scope of their employment. Customer further agrees to hold harmless Cvent, its officers, agents and employees from any and all liability, including claims, demands, losses, costs, damages, and expenses of every kind and description (including death), or damages to persons or property arising out of or in connection with or occurring during the course of this agreement where such liability is founded upon or grows out of the acts or omissions of any of the officers, employees or agents of the University of Wisconsin System while acting within the scope of their employment where protection is afforded by ss. 893.82 and 895.46(1), Wis. Stats.

11.2 Procedures. The Party seeking indemnity under this Section 11 (the "Indemnified Party") must: (a) notify the other Party (the "Indemnifying Party") promptly in writing of the Claim, specifying the nature of the Claim and such relief as is sought therein; (b) tender to the Indemnifying Party sole control of the defense or settlement of the Claim at the Indemnifying Party's expense, provided, however, the Indemnifying Party may not settle a Claim in a manner that would have an adverse impact on the business of the Indemnified Party without receiving the prior written consent of the Indemnified Party; and (c) cooperate and, at the Indemnifying Party's expense, assist in the defense of the Claim. The Indemnified Party will have the right to participate at its own expense in any Claim or related settlement negotiations using counsel of its own choice.

12 LIMITATION OF LIABILITY.

12.1 LIMITATIONS OF LIABILITY. TO THE EXTENT PERMITTED BY LAW, NEITHER PARTY'S TOTAL AND AGGREGATED LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE SERVICES PROVIDED HEREUNDER, WHETHER BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL OR EQUITABLE THEORY, WILL EXCEED THE AMOUNTS ACTUALLY PAID BY CUSTOMER UNDER THE APPLICABLE ORDER FORM IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE FIRST EVENT GIVING RISE TO LIABILITY. THE EXISTENCE OF MORE THAN ONE CLAIM SHALL NOT ENLARGE THIS LIMIT. THE LIMITATIONS IN THIS SECTION DO NOT APPLY TO (A) A PARTY'S FRAUD OR WILLFUL MISCONDUCT; (B) CUSTOMER'S OBLIGATION TO PAY FEES OWED UNDER THIS AGREEMENT; OR (C) CUSTOMER'S INDEMNIFICATION OBLIGATIONS AS SET FORTH UNDER SECTION 11.1 OF THIS AGREEMENT. THESE LIMITATIONS OF LIABILITY ARE INDEPENDENT OF ANY EXCLUSIVE REMEDIES AND WILL SURVIVE AND APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY SPECIFIED

REMEDIES.

12.2 EXCLUSION OF DAMAGES. IN NO EVENT SHALL EITHER PARTY BE LIABLE UNDER THIS AGREEMENT FOR ANY INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES OF ANY TYPE OR KIND (INCLUDING LOSS OF DATA, REVENUE, PROFITS, USE OR OTHER ECONOMIC ADVANTAGE), REGARDLESS OF THE CAUSE, ARISING OUT OF OR IN CONNECTION WITH THE AGREEMENT OR THE SERVICES PROVIDED HEREUNDER, EVEN IF ADVISED OF THE POSSIBILITY OF THESE DAMAGES.

12.3 ACKNOWLEDGEMENT. THE FEES CHARGED UNDER THIS AGREEMENT REFLECT THE OVERALL ALLOCATION OF RISK BETWEEN THE PARTIES, INCLUDING BY MEANS OF THE LIMITATION OF LIABILITY AND EXCLUSIVE REMEDIES DESCRIBED IN THIS AGREEMENT. THESE PROVISIONS FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN THE PARTIES AND A MODIFICATION OF THESE PROVISIONS WOULD AFFECT SUBSTANTIALLY THE FEES CHARGED BY CVENT. IN CONSIDERATION OF THESE FEES, CUSTOMER AGREES TO THIS ALLOCATION OF RISK AND HEREBY WAIVES ANY RIGHT, THROUGH EQUITABLE RELIEF OR OTHERWISE, TO SUBSEQUENTLY SEEK A MODIFICATION OF THESE PROVISIONS OR ALLOCATION OF RISK.

13 TERM AND TERMINATION

13.1 Term. Unless this Agreement is earlier terminated in accordance with Section 13.3, this Agreement commences on the Effective Date and continues until the later to occur of: (i) the fifth anniversary of the Effective Date, or (ii) the expiration of the Subscription Term of the last outstanding Order Form ("**Term**"). If the Subscription Term of an Order Form is for multiple years, the specified annual fees are due in advance in each year of the Order Form, or as otherwise specified on the Order Form.

13.2 Renewal. Each Order Form will renew at the end of its Subscription Term as specified thereon unless Customer provides timely notice of nonrenewal as specified in the applicable Order Form. If an Order Form specifies a certain number of events, registrants, rooms, emails or other billable instances annually, then this limitation pertains to each term year of the Subscription Term.

13.3 Termination. Either Party may terminate this Agreement immediately upon written notice at any time if: (i) the other Party commits a non-remediable material breach of this Agreement, or if the other Party fails to cure any remediable material breach or provide a written plan of cure acceptable to the non-breaching Party within 30 days of being notified in writing of the breach; (ii) the other Party ceases business operations; or (iii) the other Party becomes insolvent, generally stops paying its debts as they become due or becomes the subject of an insolvency or bankruptcy proceeding. Termination of this Agreement by either Party will not limit a Party from pursuing any other remedies available to it, including injunctive relief, nor will termination release Customer from its obligation to pay all fees that Customer has agreed to pay under this Agreement. If Cvent terminates this Agreement for Customer's non-payment, Customer agrees to pay to Cvent the remaining value of the then-current initial or renewal term (that Customer acknowledges as liquidated damages reflecting a reasonable measure of actual damages and not a penalty) equal to the aggregate yearly (or monthly as the case may be) recurring fees (as set forth in the Order Form) that will become due during the canceled portion of such Initial or renewal term. Where a party has rights to terminate, the non-breaching party may at its discretion either terminate the entire Agreement or the applicable Order Form or SOW. Order Forms and SOWs that are not terminated shall continue in full force and effect under the terms of this Agreement.

13.4 Suspension. Cvent may immediately restrict or suspend access to the Services if Cvent becomes aware of, or reasonably suspects, any breach of this Agreement by Customer or its authorized users. Cvent may remove any violating Customer Data posted or transmitted through a SaaS Solution. Cvent will act in good faith and use reasonable efforts to notify Customer via phone or email before initiating suspending or restricting any Service. Customer is still responsible for full payment of the Order Form(s) even if access to the Services is suspended or terminated for any breach of this Agreement.

13.5 Return of Data. Upon Customer's written request made within 30 days after the effective date of expiration or termination of this Agreement, Cvent shall, provided Customer is not in breach of any of its obligations under the Agreement and upon Customer's payment of the applicable fees, make available to Customer for download a file of Customer Data in its then current format. After this 30-day period, Cvent has no obligation to maintain or provide any Customer Data and shall, unless legally prohibited, delete all Customer Data maintained in its production systems, provided Cvent may retain archival copies of Customer data on backup media for a reasonable period of time not to exceed two (2) years following expiration or termination of any Order Form.

14 MISCELLANEOUS

14.1 Force Majeure. A Party will be excused from performance under this Agreement for any period of time that the Party is prevented from performing its obligations hereunder as a result of an act of God, criminal acts, distributed denial of service attacks, any acts of the common enemy, the elements, earthquakes, floods, fires, epidemics, riots, war, utility or communication failures, or other cause beyond the Party's reasonable control. Both Parties shall use reasonable efforts to mitigate the effect of a force majeure event.

14.2 OFAC. Customer represents and warrants that it is not and will not provide a Service to any entity incorporated in or resident in a country subject to economic or trade sanctions by the U.S. State Department and/or OFAC or are listed as a "Specially Designated National," a "Specially Designated Global Terrorist," a "Blocked Person," or similar designation under the OFAC sanctions regime. Any breach of this Section is a material breach of this Agreement and Cvent may immediately terminate this Agreement.

14.3 Waiver. The delay or failure of a Party at any time to enforce a right or remedy available to it under this Agreement with respect to any breach or failure will not be construed as a waiver with respect to that breach or failure or any other breach or failure.

14.4 Headings. The headings used in this Agreement are for reference only and do not define, limit, or otherwise affect the meaning of any provisions hereof.

14.5 Severability. If any provision of this Agreement is held invalid or unenforceable by a court, this Agreement will be construed as if not containing the invalid or unenforceable provision, and the rights and obligations of Customer and Cvent shall be construed and enforced accordingly.

14.6 Assignment. Except for assignment to a Party's affiliate (any entity which directly or indirectly controls, is controlled by, or is under common control with such Party), or in the case of a merger, acquisition or sale of all or substantially all assets not involving a direct competitor of the other Party, neither Party may assign or otherwise transfer any right or obligation set forth under this Agreement without the other Party's prior written consent, not to be unreasonably withheld or delayed. Notwithstanding the foregoing, Cvent may subcontract the provision of Service in whole or in part to a Cvent affiliate. Any purported assignment or transfer in violation of this Section 14.6 is void.

14.7 Relationship of the Parties. Each Party is an independent contractor in the performance of this Agreement and is solely responsible for all of its employees and agents and its labor costs and expenses arising in connection with this Agreement.

14.8 Governing Law. This Agreement is governed by the laws of the State of Wisconsin without giving effect to its conflict of law provisions. Any dispute must be litigated in the state or federal courts located in Dane County, Wisconsin to whose exclusive jurisdiction the Parties hereby consent. For purposes of establishing jurisdiction in Wisconsin under this Agreement, each Party hereby waives, to the fullest extent permitted by applicable law, any claim that: (i) it is not personally subject to the jurisdiction of the court; (ii) it is immune from any legal process with respect to it or its property; and (iii) any suit, action or proceeding is brought in an inconvenient forum. The Uniform Computer Information Transactions Act does not apply to this Agreement or orders placed under it. Each Party waives its right to a trial by jury for all matters or disputes arising from this Agreement.

14.9 Entire Agreement; Counterparts. This Agreement and Exhibit A agreements entered into by and between UW System Institution and Cvent make up the entire agreement of the Parties with respect to its subject matter and supersedes all prior agreements on the same subject matter and shall govern all disclosures and exchanges of Confidential

Information made by the parties previously hereto. This Agreement may not be modified except by a writing signed by Cvent and Customer. All pre-printed or standard terms of any Customer purchase order or other business processing document are hereby rejected and will have no force or effect. The language of this Agreement is English, and only the English-language version may be used to represent this Agreement's terms. This Agreement and any SOW may be signed in any number of counterparts all of which together will constitute one and the same document. A signed copy of this Agreement or any SOW transmitted via facsimile, email or other electronic means will constitute an originally signed Agreement or SOW, as applicable, and, when together with all other required signed copies of this same Agreement or SOW, as applicable, will constitute one and the same instrument.

14.10 Use of Agents. Cvent may designate an agent or subcontractor to perform certain tasks and functions under this Agreement. However, Cvent will remain responsible for performance of its duties under this Agreement.

14.11 DMCA Takedown Notice. To the best of Cvent's knowledge, all material published by Cvent on its web pages and other media properties, are done in full agreement with the original copyright owners. If Customer comes across a situation where Customer suspects that this may not be the case, in accordance with the Digital Millennium Copyright Act (DMCA), Customer shall contact Cvent as follows:

Cvent, Inc.
ATTN: General Counsel
1765 Greensboro Station Place, Suite 700
Tysons Corner, Virginia 22102
(703) 226 3500
legal@cvent.com

Pursuant to the DMCA, Customer's notice must include the following information:

- i. Identification of the copyrighted work Customer is claiming has been infringed.
- ii. Identification of the material Customer is claiming is infringing the copyrighted work and information reasonably sufficient to permit Cvent to locate the material. Please provide a link if possible.
- iii. Customer's address, telephone number, and email address.
- iv. A statement that Customer has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law.
- v. A statement that the information Customer provided in the notification is accurate, and under penalty of perjury, that Customer is the copyright owner or that Customer is authorized to act on behalf of the copyright owner.
- vi. Customer's physical or electronic signature.

Cvent cannot take action regarding Customer's notice unless all of the required information is provided.

In accordance with the DMCA, Cvent reserves the right to terminate or disable, in appropriate circumstances and at Cvent's sole discretion, Customer's account if Customer is determined to be a repeat infringer.

14.12 Notices. Any notice required or permitted under this Agreement or required by law must be in writing and must be: (i) delivered in person; (ii) delivered by electronic mail to the address listed on the applicable Order Form; (iii) sent by first class registered mail, or air mail, as appropriate; or (iv) sent by an internationally recognized overnight air courier, in each case properly posted and fully prepaid to the contact person specified in the Order Form. Notices will be considered to have been given at the time of actual delivery in person, two (2) business days after deposit in the mail, or one (1) day after delivery to an overnight air courier service, provided in each case that delivery in fact is effected. Either Party may change its contact person or address for notices by means of notice to the other Party given in accordance with this Section.

14.13 Survival. Sections 1, 3, 5, 8.2, 9, 10, 12, 13.3, 13.5, and 14 will survive termination of this Agreement.

The Parties hereby acknowledge that they have read and agree to be bound by this Master Service Agreement as of the Effective Date.

University of Wisconsin ("CUSTOMER")

DocuSigned by:
Mike Morris
By: 3128802508E4408...
Print Name: Mike Morris
Title: Procurement Specialist
Date: 5/6/2021 | 4:25 PM CDT

CVENT, INC.

DocuSigned by:
Lexi Vermillion
By: D3BE20440D549B...
Print Name: Lexi Vermillion
Title: Senior Account Manager
Date: 5/6/2021 | 2:21 PM PDT

Attachments:

Exhibit A – Product Exhibits

Exhibit A**ADDITIONAL TERMS AND CONDITIONS FOR CVENT EVENT MANAGEMENT SOLUTION****Usage Contacts, Emails and Storage**

The following contacts/emails/storage are included with the designated editions of the Services:

	Express Edition	Professional Edition	Enterprise Edition
Contacts	100,000	250,000	400,000
Emails Per Year	500,000	1,000,000	4,000,000

Additional contacts/emails/storage may be purchased at the following rates:

- Contacts: \$0.25 per contact per year
- Emails: \$.05 per email (emails unrelated to Cvent event will be charged as stated in the Order Form)
- Storage: 5GB blocks available for \$250/block in addition to amount stated below.

Registrations and Registrants

• A Registrant is defined as a person registering via a registration process created within the Cvent system, even if submitted manually through the back end of the system. Guests registered under a Registrant will count as a Registrant for billing purposes. Each registration will count as a Registrant for billing purposes from the point of submission, not from the point of approval or confirmation. If a person cancels, the initial registration still counts as a Registrant for billing purposes.

• The Order Form may specify a number of Registrants allowed for a given service level and or price. Customer will be billed for any registrations beyond this number at the rate specified in the Order Form, or the then current rates for overage if none is specified. Except for price, which may differ, Customer agrees that registrations incurred beyond the contracted level will be subject to the same terms.

• Customer agrees that the number of Registrants listed under minimum usage fee in the Order Form is the minimum number of Registrants Customer agrees to use and pay for per annum. Should Customer use less than this minimum number, fees due under the Order Form will not be reduced. Except as expressly set forth in the applicable Order Form, unused registrants will not roll over to another term year.

Per-Event Pricing

For Order Forms specifying per-event pricing, each event activated in the Services will be counted for billing purposes except events flagged in advance for administrative purposes by Cvent.

Event Registration Fees Processing**Event Registration Fees Processed by Cvent ("Cvent Payment Service")**

If Customer chooses Cvent to process Customer's event registration fees (the "Event Registration Fees") the following shall apply:

- Cvent Payment Service's setup fee and payment processing fees (the "Processing Fees") will be stated in the applicable Order Form;
- No later than the last business day of the month following receipt of Event Registration Fees on Customer's behalf, Cvent will remit to Customer the Event Registration Fees less (1) the Processing Fees, (2) a charge back fee equal to \$25 for each chargeback, reversal or payment dispute; (3) the amount of such chargeback or reversal and (4) pending disputed fees between Cvent and the cardholder's financial institution (the net amount is the "Customer Repayment");
- Customer Repayment will be in one of the following settlement currencies: USD, GBP, EUR, AUD, and SGD. When the currency used to pay the Event Registration Fee is different than the currency used to pay the Customer Repayment, Cvent will convert to the settlement currency at 1% above the daily mid-market foreign exchange rate;
- Cvent is not responsible for any fees charged by Customer's bank for accepting Customer Repayment from Cvent;
- Prior to issuing each Customer Repayment, Cvent will provide a statement setting forth the amount of the Event Registration Fees collected, and the fees deducted;
- At Cvent's sole discretion, it may place a reserve on the funds collected as a reserve against potential additional charges that may occur after the end of the event or which Event believes there may be a high level of risk associated with Customer's account. (Additional charges might include credit card charge backs, attendee or exhibitor disputes, or similar items.) Any reserve funds not used to cover additional charges will be remitted to Client approximately 30 days after the event;
- Once all Customer Repayment funds have been remitted, Customer is still responsible for paying any additional charges related to the event that may occur after remittance;
- Instead of accepting remittance of all funds, Customer may select to apply available Customer Repayment funds to any outstanding invoices with Cvent;
- Cvent reserves the right to withhold distribution of Customer Repayment funds if Customer has invoices that are outstanding beyond their due date and apply such funds as payment against outstanding invoices, whether arising under this Agreement or another agreement between Cvent and Customer;

- Customer must ensure at all times while event registration is open that a refund policy be clearly stated both on the event website and the registration form stating no refunds shall be considered after 60 days following payment, or 15 days following the completion of the event in which registration fees were collected; and
- In conjunction with our provision of the services under this Order Form, you authorize us to execute, endorse and deliver in your name all instruments or other documents that we may consider necessary, including without limitation the endorsement of checks we receive made payable to you.
- Customer shall indemnify, defend, and hold harmless Cvent, its directors, officers, employees, agents and affiliates from and against any and all Claims to the extent that any such Claim is caused by or arises out of: (a) any failure of Customer to comply with any law, regulation or card association rules applicable to the Cvent Payment Services; (b) any dispute between: (i) Customer and any event registrant, bank or card issuer; or (ii) between any card issuer and any event registrant, including, without limitation, any dispute regarding the goods and services purchased with the Event Registration Fees or the payment of any amounts owed or alleged to be owed by one or more such persons to any other such persons; and (iii) any instructions or procedures that Customer may provide to Cvent in connection with the Cvent Payment Services rendered by Cvent hereunder.

Client Collects and Processes All Event Registration Fees

If Client chooses to collect and process all event registration fees, then Customer shall:

- establish its own merchant bank account with a provider of credit services supported by Cvent;
- test the connectivity of its merchant account (including authorization, settlement and refund) prior to processing credit card payments at its event; and
- be responsible for all costs, expenses, obligations and liabilities in connection with its processing of such fees.

Event Management Product: Features

Unless your Order Form states otherwise, you shall receive the following features with your base edition of the Cvent Event Management Product.

Administrative	Express Edition	Professional Edition	Enterprise Edition
Online training and online user guides	✓	✓	✓
Unlimited customer support (24 hours a day; 7 days per week)*	✓	✓	✓
Graphics/documents library	30 GB**	100 GB**	400 GB**
Number of user logins	1**+	10**+	20**+
Internal calendar for planners	✓	✓	✓
Event approval process		✓	✓
Address Book			
Custom contact fields	Up to 15	Up to 150	Up to 150
Group contact management	✓	✓	✓
Unlimited importing/exporting	✓	✓	✓
Search and merge functions	✓	✓	✓
Address book segmentation		✓	✓
Invitations and eMarketing Engine			
Text and HTML emails	✓	✓	✓
Reminder, confirmation, no-show, post-event emails	✓	✓	✓
Add to Passbook Apple iOS	✓	✓	✓
Mail-merge and dynamic content	✓	✓	✓
Target marketing		✓	✓
eMarketing Module (for newsletters, promotions, etc.)	Additional Fee	Additional fee	Additional fee
Planner SMS Alerts	Additional Fee	Additional fee	Additional fee
Registration Process			
Mobile-responsive registration	✓	✓	✓
Ticketing	✓	✓	✓
Registrant (pre-event) questions	✓	✓	✓
Attendee (post-event) questions		✓	✓
Regret and Cancellation questions		✓	✓
Session level questions		✓	✓
Guest/bulk registration		✓	✓
Waitlists		✓	✓
Registration approval		✓	✓
Advanced Registration Options			

Sync to calendar	✓	✓	✓
Multiple registration fees for different contact types		✓	✓
Advanced rules (i.e. you must select 2 sessions to proceed)		✓	✓
Dynamic registration paths		✓	✓
E-commerce			
Online fee collection and automatic refunds	✓	✓	✓
International currencies	✓	✓	✓
Cvent Payment Services			
E-commerce gateway integration (Payflow Pro, Moneris, Cybersource, Authorize.net AIM)	1**	1**	1**
Hosted Order Page (PayPal Express, Cybersource SA, Authorize.net SIM)	1**	1**	1**
Discount codes, early bird rates, and service fee at check-out	✓	✓	✓
Invoicing		✓	✓
Assign general ledger (GL) codes		✓	✓
Reporting			
Standard event reports	25-50+ reports	80+ reports	80+ reports
Cross event reports	✓	✓	✓
Unlimited custom reports		✓	✓
Portals	✓	✓	✓
Dashboard views of data (list, pie chart, or bar graph) (applicable on to United States based Customers.)		✓	✓
Event Promotion			
Social media share bar	✓	✓	✓
Advanced website design (99 Custom HTML pages, 10 tabs)	1 Custom HTML page	✓	✓
Mobile-responsive event website	✓	✓	✓
Location Map	✓	✓	✓
Live Twitter feed		✓	✓
Publish event to Facebook		✓	✓
Events calendar for invitees			✓
Branding Package (Custom URL, Favicon, Custom Footer, etc.)	Additional fee	Additional fee	Additional fee
Custom URL	Additional fee	Additional fee	✓
Private Domain	Additional fee	Additional fee	Additional fee
CrowdCompass Native Mobile App	Additional fee	Additional fee	Additional fee
Event Logistics and Management			
Cvent Supplier Network - Basic	✓	✓	✓
Name badges (with bar codes and QR codes)	✓ (fixed format)	✓	✓
Speaker Profiles		✓	✓
Speaker Resource Center		✓	✓
Exhibitor Management		✓	✓
Table management		✓	✓
To-do list			✓
Credit tracker		✓	✓
Hotel & Travel module			✓
Budget tracker			✓
Budget Allocation/HCP (includes 40 implementation hours)		Additional fee	Additional fee
Resource Management		Additional fee	✓
Meeting Estimator		Additional fee	✓
Meeting Request Form		Additional fee	1
Meetings management module (inclusive of meeting request forms & workflow)		Additional fee	Additional fee
Abstract Management Module (includes 10 user logins and Speaker Resource Center)	Additional fee	Additional fee	Additional fee
Appointments Module	Additional fee	Additional fee	Additional fee
Travel Integrations***			
Passkey (hotel) integration			✓
Concur Travel integration		Additional fee	Additional fee
GDS integration (Sabre, Amadeus, Apollo, Galileo, Worldspan)		Additional fee	Additional fee
AMEX DTR integration		Additional fee	Additional fee
Integrations***			

CrowdCompass Connector	Included w/ App Purchase	Included w/ App Purchase	Included w/ App Purchase
Google Analytics		✓	✓
API access		Additional fee	Additional fee
Webex integration		Additional fee	Additional fee
Single Sign-On		Additional fee	Additional fee
HTTP post page data transfer		Additional fee	Additional fee
Concur Expense integration		Additional fee	Additional fee
Citi Card integration		Additional fee	Additional fee
Webhooks	Additional fee	Additional fee	Additional fee
Marketo integration	Additional fee	Additional fee	Additional fee
Eloqua integration	Additional fee	Additional fee	Additional fee
Salesforce App	Additional fee	Additional fee	Additional fee

Onsite Solutions	Basic	Premium***
OnArrival		
Event Check-In	✓	✓
Fee Collection (Card on File, New Credit Card, Offline)	✓	✓
Collect Donations/Sell Additional Items	✓	✓
Barcode Scanning (camera)	✓	✓
Session Check-In		✓
Barcode Scanning (external, wireless, Bluetooth device)**		✓
Signature Collection		✓
SMS Alerts		✓*****
QuickScan Kiosk Mode		✓
Kiosk Mode		✓
Badge Printing		✓*****
Event/Session Check-Out		✓
SocialWall		
Galleries per Event	1	5
Search Terms per Gallery	10	10
Twitter Content	✓	✓
Flickr Content	✓	✓
Web Widgets	✓	✓
Smart Galleries	✓	✓
Curated Galleries		✓
LiveDisplay		✓
Custom Posts		✓
Direct Posts		Additional fee

Services	
Onsite Support	Additional fee
Implementation Hours	Additional fee

✓ = Included in base user subscription

* = Only those customers who have been assigned unique log-in credentials to the Services shall have access to our support services

** = May purchase additional

*** = Customer acknowledges and agrees that ordering an Integration constitutes Customer's express permission to Cvent to share Customer's event information and other integration data with the applicable third party Integration provider.

**** = Customer will also be charged an overage fee for any use of OnArrival Premium at events beyond the number of events allowed as per the Order Form, at the rate specified in the Order Form and the exact amount of the overage fees so charged will be set forth on the Order Form.

***** = By using this feature, you represent and warrant that you have sought prior permission from the intended recipient(s) to send them SMS. Further, any costs and charges involved in sending and/or receiving SMS shall be borne by you and/or the intended recipient (as the case may be).

***** = Badge printing through OnArrival Premium is limited to 500 attendees per event. Events with greater than 500 attendees per event will require the purchase and use of OnArrival360. Please contact your Sales Representative for additional information

+ = Applicable to customers who are purchasing a subscription to Event Management for the first time after April 1, 2019 only

Event Management Product: Event Builds

Cvent provides event building services by its professional staff. The Event Build complexity levels are categorized, from lowest to highest, as Simple Builds, Medium Builds, Advanced Builds and Complex Builds, characterized by the attributes below. The highest complexity level in which any two of an Event Build's attributes belong determines the complexity level of the Event Build. Your Order Form may specify a number of Event Builds of a given complexity level and price. Cvent reserves the right to determine that an Event Build is of a higher complexity level than previously assigned, and you will be charged as specified in your Order Form or, if not specified, for the difference in then-current Event Build complexity level rates. An additional fee, as specified on your Order Form or otherwise at then-current rates, may be charged for optimizing an event site and registration process for display on mobile devices.

Event Attributes/Characteristics*	Simple	Medium	Advanced	Complex
Contact Types	No	2-5	6-10	11+
Registration Paths	1	2-5	6-10	11+
Travel	No	1-5 Hotels	5-10 Hotels	10+ Hotels
Website Pages	1-2	3-6	7-12	13+
Discount codes, early bird rates, and partial payments	No	Yes	Yes	Yes
Session visibility and/or registration rules	No	Yes	Yes	Yes
Event Length	1 day event	2 day event	3 day event	4+ day event
Multi Lingual	No	No	Bi-Lingual*	Multi-Lingual*
Attendee Hub configuration	No	No	Yes	Yes

* = Registration and Event website only

ADDITIONAL TERMS AND CONDITIONS FOR CROWDCOMPASS SOLUTION

Scope
<p>Cvent's web-based and mobile application-based event management solution ("Mobile Event Solution") is comprised principally of: (i) the content management portal at www.crowdcompass.com ("EventCenter") for input of data and other content by Customer; and (ii) a web-based and/or mobile application-based component (the "App"), a specific instance of which may be customized by Customer for a specific event or events and made available for download and use by attendees of the event(s).</p>
Mobile Platform Requirements
<ul style="list-style-type: none"> • Use of the Mobile Event Solution will be subject to rules and procedures established by the third parties that operate and control the applicable online marketplaces (collectively, including Apple and Google, the "Mobile Marketplaces"). • Customer acknowledges and agrees that: <p>Customer shall abide at all times by such rules and procedures and any changes thereto; Cvent has no control over such rules and procedures, and cannot be responsible for ensuring performance or availability of any Mobile Marketplace; and Cvent is not liable for any delays in the delivery or deployment of Customer Apps caused by changes to, or Customer's failure to adhere strictly to, any such rules or procedures.</p>
Content and App Builds
<p>Content</p> <ul style="list-style-type: none"> • All Customer event data, materials and content ("Content") must be supplied by Customer through the EventCenter. Failure to provide all required Content does not invalidate the Agreement or Customer obligation to pay for the Mobile Event Solution. • Cvent will provide Customer with documents and templates listing the type and format of the information needed to upload Content into the Event Center. <p>Build Process and Minimum Timelines</p> <ul style="list-style-type: none"> • Customer will be assigned a Project Manager who will collaborate with Customer to schedule delivery dates for Customer to provide Content for configuring the App for Customer event(s) (the "Delivery Schedule"). • If the Order Form spans multiple events, Customer shall be responsible for notifying Customer Project Manager of each event at least sixty (60) days prior to the desired launch date for such event within the App(s) in order to ensure timely delivery. • All Content must be submitted and approved for submission to the Mobile Marketplaces no later than 14 days prior to Customer agreed upon App launch date. The EventCenter shall continue to be available to Customer to add and modify Content before, during and after publication. <p>Review and Submission</p> <ul style="list-style-type: none"> • Customer is solely responsible for the build of the App through the EventCenter. Customer will have access to Cvent support staff, and Customer will have an opportunity to review and make changes prior to submission of the App to the applicable Mobile Marketplaces. • The App needs to be submitted to the applicable Mobile Marketplaces, and Customer acknowledge and agree that Cvent shall bear no expenses and assumes no risk or liability for any administrative actions performed by Cvent needed to submit the App to the applicable Mobile Marketplaces on Customer account, if applicable. <p>Customer may publish the App in one of three ways:</p> <p>Engage Cvent to publish event(s) in the Mobile Marketplace under Cvent's container app – CrowdCompass Events™. By engaging Cvent to publish your event for you, you consent to providing Cvent the necessary information to access to the applicable Mobile Marketplace (i.e., through access to the developer account) to publish your App on your behalf. Cvent will use its commercially reasonable effort to obtain approval by the Mobile Marketplace, within the mutually agreed timeline.</p> <p>Publish Customer's own branded multi-event app, and in order to do so either of the following methods may be upon:</p> <p>Self-publish your App on your own.</p> <p>Authorize Cvent to publish your App in the Mobile Marketplace on your behalf; provided that Customer adds Cvent as an admin, to access and manage the Developer Account. Cvent shall bear no expenses and assumes no risk or liability for any administrative actions taken by Cvent in its limited capacity of submitting the application through your Developer Account.</p> <p>Self-publish the App in Customer's internal app store, circumventing the public Mobile Marketplace.</p> <ul style="list-style-type: none"> • If Customer terminates or does not renew this Agreement, Customer shall not publish any App created under this Agreement in any manner.
Supported Devices, Systems and Releases

- Devices:**
- Cvent currently provides native, compiled Apps for the following devices: iPhone, iPod Touch, iPad, Android phones and Android tablets. Submission is made to Apple iTunes / App Store and Android Market only. Cvent also provides a web application version of the App that can be accessed from any mobile device, including BlackBerry devices, or a regular computer with a good Internet connection and a compatible browser. Some features may not be available on all supported devices or the web application version.
- Operating Systems:**
- Cvent provides technical support for Apps on the current major release and immediately preceding major release of iOS and Android OS.
- Software Releases:**
- Cvent provides technical support for Cvent Apps which are based on the most current release of the App or prior versions of the App for releases occurring up to six (6) months prior to the current release. Customers will be provided opportunities to upgrade their existing Apps to the most current App release.

Support

During the term of the Agreement, Cvent agrees to provide Customer with email and telephone access to the CrowdCompass Mobile Support Center seven days a week, 24 hours a day, except holidays. If Customer have more than one EventCenter login, Customer agree to appoint an Authorized Support Contact who will contact the CrowdCompass Mobile Support Team directly on behalf of Customer other EventCenter users. One hundred and twenty (120) days after Customer last event, or upon expiration of the current Term of the Agreement if later, the App(s) for Customer event(s) may be removed from its stores and Mobile Marketplaces, and Cvent shall retain no obligation to support, update or maintain such App(s).

Privacy

Customer agrees that Cvent is not responsible for the unauthorized dissemination of any Content distributed to a mobile device through the Mobile Event Solution.

ADDITIONAL TERMS AND CONDITIONS FOR ONSITE SOLUTIONS**Service Description: Onsite Solutions****Check-In and Attendance****Onsite Check-In and Badge Printing**

The check-in solution permits event staff to process registration and session check-ins. Check-ins and other processing tasks may also be performed by attendees on a self-service basis.

Attendance Tracking

The attendee tracking solution provides the ability to track an attendees journey at the event, through a designated badge tracking option (RFID or QR code) combined with badge reading devices. Metrics and reporting are provided to assist customer in determining attendee interests and preferences.

Lead Capture and Exhibitor Booth Tracking**Lead Capture**

The lead capture solution enables Customer's authorized users (event staff and/or exhibitor personnel) to retrieve attendees' event registration information and contact information ("Leads"), and to rate and add qualification data to Leads ("Lead Data") (collectively, "Lead Information"). Users may collect Leads by scanning a barcode or QR code displayed on an event attendee's badge or mobile device, by manually entering an attendee's information, or by using RFID-enabled collection to automatically gather relevant information from booth visitors.

Exhibitor Visitor Tracking

The Service's exhibitor visitor tracking solution provides Customer with real time views to track and measure attendee activity and interest within an exhibitor's booth, and to help identify potential leads not captured with a lead management device. Standard reports provide increased insight into attendee interests and preferences.

Lead Capture Subscription Rights Options**For Event Organizers**

Customer as the event organizer may purchase user subscription rights to allocate among event staff and third-party exhibitors at one or more events.

Single Event License for Exhibitors

An event organizer may enable exhibitors to obtain user subscription rights directly from Cvent via the Exhibitor Portal (described below); provided that where Customer as the event organizer does not purchase user subscription rights in advance, Customer agrees that the Service will be the sole and exclusive lead capture solution available for the event (except to the extent the parties mutually agree to waive this requirement in the case of a particular exhibitor or event).

Multi-Event Subscription Right for Exhibitors ("Universal Lead Capture" limited to 10 user logins)

A Customer that wishes to use a single lead capture solution for multiple tradeshow, conferences and other events it attends as an exhibitor or sponsor may avail subscription rights to the solution on a subscription basis to use for all such events during the term of the Agreement. Where an event does not utilize Cvent's event registration software, Customer understands and agrees that Cvent will use commercially reasonable efforts to obtain the necessary "badge kit" or similar codes or credentials to unlock attendee information for use with Cvent's lead capture solution, however Cvent cannot guarantee cooperation by third party event registration service providers.

Subscription Rights Options: Application & Equipment Rental, or Application Only

A subscription right that includes device-rental permits an authorized user to use the Software for lead management at a specified event, preinstalled on an iOS or Android™ mobile device or scanner provided at the event location by Cvent or a third-party supplier. A software-only or "bring-your-own-device" subscription right permits the authorized user to download, install and operate the lead capture software on a supported mobile device or scanner provided by the user or by Customer.

Exhibitor Portal

Customer may order user subscription rights, create and manage user ids (up to the number of purchased subscription rights), and access Leads and Lead Data through Cvent's lead management and exhibitor management web applications (the "Exhibitor Portal"), as well as through the Event Management web application if Customer has availed subscription rights to that product. Customer will have access to both Leads and Lead Data for attendees whose information Customer's staff have scanned or entered through the App. Where Customer is the host or organizer of an event and has allocated subscription rights to one or more third party exhibitors, Customer shall have access to Leads and Lead Data collected by such exhibitors.

Supported Devices, Operating Systems, Software Releases and Upgrades**Devices**

Cvent currently provides native, compiled Apps for the following devices: iPhone, iPad, iPod Touch and various 3rd party peripherals providing RFID reading or IR Scanning capabilities. In addition, the Cvent LeadCapture app is supported on various Android handheld and tablet devices.

Operating Systems

Cvent provides technical support for Apps on the current major release and immediately preceding major release of iOS or AndroidTM. In addition, the Cvent LeadCapture app is supported on the current major release and immediately preceding major release of Android.

Software Releases

Cvent provides technical support for Apps which are based on the most current release of the App or prior versions of the App for releases occurring up to six (6) months prior to the current release. Customers will be provided opportunities to upgrade their existing Apps to the most current App release.

Equipment

Customer shall be responsible for all equipment supplied by Cvent under the Agreement, whether provided directly to Customer by Cvent or through a third-party supplier. At the conclusion of Customer's event, Customer will return all equipment supplied by Cvent. All such equipment will be returned in proper working order and in the same condition as when it was furnished to Customer. Customer is responsible for any damage to such equipment, as determined by Cvent or its third-party supplier, and hereby agrees to pay Cvent for any such damage, up to the replacement cost of the equipment.

Special Disclaimers for Onsite Solutions (including the Service)

Cvent disclaims any responsibility for availability or loss of power, Internet or telecommunications service, placement of electrical or network outlets, and for any act, occurrence or circumstance at an event site or any other location which are beyond Cvent's control.

Site Requirements

As between Customer and Cvent, Customer shall comply with all of the event site or venue's requirements and guidelines for conducting the event on its premises, including but not limited to any use of its employees or other third party vendors in connection with the event, electrical requirements, audio and visual requirements, fire and safety requirements, insurance requirements, equipment and trash removal, and indemnification and hold harmless obligations. To the extent that Cvent is requested or required by the event site or venue to execute any agreement or acknowledgement of compliance in order to be given access to the premises, Customer agrees to execute all such documents in lieu of Cvent and Cvent's failure to do so and subsequent inability to perform hereunder shall not constitute a breach of this Agreement.

LeadCapture License

Subject to the terms and conditions of this Agreement and provided Customer is otherwise in good standing of this Agreement, Cvent hereby grants Customer a limited, non-exclusive, and non-transferable right to redistribute the Services known as LeadCapture purchased hereunder to exhibitors (without any further right of resale, transfer, or assignment) during the Term and at the event(s) designated in the Order Form only. All such redistribution shall be subject to terms and conditions by and between Cvent and exhibitors only and Customer may not bind Cvent to any additional terms under any circumstances. In addition, the pricing for the redistribution of such Services shall be as set forth in the Order Form and all exhibitors shall pay such fees directly to Cvent. Upon receipt of payment from exhibitors, on a monthly basis Cvent shall remit to Customer the percentage of the fees designated in the Order Form via the payment processing services designated by Cvent. Customer shall not have the right to receive such percentage on any fees, taxes, VAT, or any amounts collected by Cvent other than those specified in the Order Form for redistribution of LeadCapture. For the avoidance of doubt, Customer must maintain an account with the payment processing services designated by Cvent in order to receive payment hereunder. In the event there are amounts owed by Customer to Cvent hereunder that are past due, Cvent shall be entitled to offset against such balance the amounts due under this Section. Customer acknowledges and agrees that notwithstanding the foregoing Cvent reserves and shall have the right to provide its Services directly to any exhibitors, including but not limited to those at the designated event(s), and designate other distributors for LeadCapture as such designated events. Notwithstanding the foregoing, Cvent will retain all goodwill and all rights to the Services, and Customer will obtain no goodwill or any other rights thereof as a result of any redistribution of the Services. Customer shall indemnify, defend, and hold harmless Cvent, its directors, officers, employees, agents and affiliates from and against all Claims to the extent that any such Claim is caused by or arises out of Customer's redistribution of the Services.

ADDITIONAL TERMS AND CONDITIONS FOR CVENT SURVEYS (PREVIOUSLY KNOWN AS INQUISIUM)

Last Updated: July 20, 2020

These Additional Terms and Conditions are legally binding and form an integral part of the Order Form and Event Cloud Terms of Use entered into by and between Cvent and Customer (the "Agreement") to reflect the Parties' agreement with regard to the Customer's subscription and use of Cvent Surveys (previously known as Inquisium).

Cvent Surveys (previously known as Inquisium) Features

Unless the Order Form states otherwise, Customer shall receive the following depending on their license level.

Usage Limits	Basic*	Premium
Surveys	-	Unlimited
Survey Responses	-	Variable*
Contacts in the Address Book	-	250,000*
Emails Per Year	-	1,000,000*
System User Logins	-	1*
Access Portals	-	1*
Access Portal Users	-	Unlimited

For a full feature list, please reference <https://www.cvent.com/en/survey-redesign-progress>, which may be updated by Cvent from time to time at its sole discretion as we undergo and complete a product redesign.

+ Surveys Basic is only available with the purchase of a Cvent Event Management License and is not available for individual sale.

*Usage Limits apply when Customer does not have a Cvent Event Management License within the same account. If Customer has a Surveys Premium License and Cvent Event Management License within the same account, all existing Cvent System Users will receive access to Cvent Surveys (previously known as Inquisium) and there will be no new Contacts, Emails, System User Logins, or Access Portals included in the purchase of a Surveys Premium License.

Additional System User Logins or Access Portals can be purchased a la carte. Price per System User Login or Access Portal can be found on the Order Form or requested from a member of the Cvent Sales Team.

Remote support for Cvent Surveys (previously known as Inquisium) is available Sunday, 8:00 P.M. EDT – Friday, 9:00 PM EDT (excluding Government Holidays).

***Usage - Survey Responses**

Variable Survey Responses

- Surveys Premium License pricing is based on the variable component of Survey Responses collected in each Term.
- Survey Responses are stated on the Order Form.
- A Survey Response is defined as a partial or completed answer submitted by an individual to a survey. An individual can respond to multiple chapters within one survey and this is counted as one Survey Response.
- If Customer exceeds Survey Responses, Customer can purchase additional responses, as outlined in the Order Form or as requested from a member of the Cvent Sales Team.

Unlimited Survey Responses

- For Order Forms signed prior to September 2019 or specifying unlimited survey responses, Customer pricing is determined by number of Survey User Logins in use and not Survey Responses.

Survey Storage –Contacts; Emails; eMarketing

- With a Surveys Premium License, Customer may hold up to 250,000 contacts in Cvent System at any point in time and send up to 1,000,000 emails per year. If Customer is a user of other Cvent Services, then these amounts are cumulative with the number of Contacts and Emails through such other Cvent Services and not in addition thereto. Overages are priced as follows: (a) contacts over the 250,000 limit may be stored for \$.25 or equivalent of local currency per contact per year, and (b) emails over the 1,000,000 annual limit may be sent for \$0.05 per email.
- Emails that do not include a link to a Survey process (e.g., email newsletters) are not included in the price of Cvent Surveys (previously known as Inquisium) and will be assessed a per email overage charge. However, customers purchasing the eMarketing License may send email newsletters, promotions, announcements, and other non-survey-related communications, without incurring any extra per email charge, up to the annual limit of 1,000,000 emails.

ADDITIONAL TERMS AND CONDITIONS FOR SOCIAL TABLES PLATFORM

Definitions
<ul style="list-style-type: none"> • Floor Plans Shall mean all renderings of a physical space uploaded to the Customer's instance of the Social Tables Platform in a system supported format (e.g., a PDF, image file, acceptable CAD file or Social Tables' proprietary FPC2 (or later) data file) but excluding Social Tables' proprietary data structure for storing and representing such Floor Plans. • Event Sales Shall mean the cloud-based presentation layer web pages using Floor Plans provided by Social Tables. • Social Tables Platform Shall mean the cloud-based event diagramming platform provided by Social Tables, as well as any add-on, optional or enhanced cloud-based products that Social Tables offers as add-ons to the basic platform that are expressly listed on the Order (if any).
Social Tables Platform
<ul style="list-style-type: none"> • Social Tables Platform Customer's right to access and use the Social Tables Platform commences on the "Start Date," which is the later of the date specified in the Order Form or the date an access code for the Social Tables Platform is first provided to Customer. Cvent will provide to Customer access to the Social Tables Platform promptly after receipt from Customer of the necessary details of the initial user associated with the account. This access shall include licenses for the number of users as described on the Order Form (either a fixed number of users or an unlimited number of users). Social Tables reserves the right to change, improve and/or update the Social Tables Platform from time to time in its sole discretion, and to provide such changes, improvements and/or updates to Customer at no additional cost so long as it is not a feature or functionality that Social Tables offers to its other customers as a separate product at an additional charge. • Social Tables Sales & Catering System Customers subscribing to the Social Tables Sales & Catering System ("System") in a duly executed Order shall have access to Social Tables' group booking management and customer-relationship-management application for use in the property(ies) listed in each applicable Order and located in the United States only. As between Customer and Social Tables, Customer is solely responsible for inputting any data necessary to utilize the System, including but not limited to any data from Customer's property management system. Customer may utilize the System to create and generate contracts and invoices for its group bookings, including event, room and catering bookings directly from the System, provided Customer is solely responsible for the legality and accuracy of such contracts and invoices. Customer shall indemnify, defend and hold Social Tables, its affiliates, and their respective officers, directors, employees, agents and advisors, harmless from and against any and all liability, damages, costs or expenses (including reasonable attorneys' fees) that are or may be sustained or incurred by an indemnified party as a result of any asserted claim or claims related any contracts or invoices generated through the System. • User Limits Customer has the ability to set up and change user accounts. Customer agrees that each user account shall be assigned to, and Customer shall cause it to be used exclusively by, a single individual (e.g., no creation of generic or shared user accounts). Except when provided otherwise on an Order Form, users are limited to employees of Customer and independent contractors acting as temporary employees (e.g., no granting user accounts to independent contractors that would use such accounts outside of the work they are performing on behalf of Customer). Where an Order Form specifies a limited number of users, Customer may re-assign a user account where the person initially assigned such account has left the employ of Customer or changed job assignments to a new job where use of the Social Tables Platform is not part of such job responsibilities. However, Customer shall not reassign such user account as a means of sharing use of the Social Tables Platform within Customer's operations, rather, Customer shall purchase additional users as required. Cvent reserves the right to impose a reconnection fee, not to exceed \$500 or equivalent of local currency, in the event Customer is suspended for a reason caused by Customer and thereafter Customer requests renewed access to the Social Tables Platform. • License to Customer Data Customer hereby grants Cvent a non-transferable (except as provided herein), royalty-free (except as provided herein), non-exclusive, worldwide license to display, transmit, distribute, copy, store and/or reproduce the Customer Data on or through the Social Tables Platform or any other platforms maintained by Cvent, Inc. or its affiliates and to disclose Customer Data to third party service providers for Cvent to operate the Services. Additionally, Cvent may use, display, transmit, distribute, copy, store, provision into and/or reproduce the Floor Plans as part of the Social Tables Platform as well as in other Social Tables' or Cvent, Inc's (or its affiliates) products during and after the Term until promptly after such time as Customer requests in writing that Social Tables cease such activities with respect to any Floor Plan identified in such writing.
Warranties; Disclaimers
<p>EXCEPT AS OTHERWISE EXPRESSLY SET FORTH HEREIN, THE SOCIAL TABLES PLATFORM IS PROVIDED "AS IS," AND NEITHER SOCIAL TABLES NOR ANY OF ITS PROVIDERS, LICENSORS, OFFICERS, EMPLOYEES, OR AGENTS MAKES ANY WARRANTY, CONDITION OR GUARANTEE WITH RESPECT TO THE SOCIAL TABLES PLATFORM OR AS TO THE RESULTS TO BE OBTAINED FROM THE USE OF THE SOCIAL TABLES PLATFORM, UNDER THIS AGREEMENT OR OTHERWISE. THE PURCHASE OF ACCESS TO AND USE OF THE SOCIAL TABLES PLATFORM IS MADE WITH KNOWLEDGE OF THIS WARRANTY LIMITATION. CVENT EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, CONDITIONS OR GUARANTEES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, NONINFRINGEMENT, SATISFACTORY QUALITY, AND/OR FITNESS FOR A PARTICULAR PURPOSE. CVENT DISCLAIMS ALL LIABILITY AND RESPONSIBILITY FOR UNAUTHORIZED USE OR MISUSE OF THE SOCIAL TABLES PLATFORM.</p> <p>CUSTOMER ACKNOWLEDGES THAT THE SOCIAL TABLES PLATFORM RELIES ON BLUEPRINTS THAT ARE PROVIDED BY CUSTOMER OR THAT MAY BE CREATED BY CVENT, AND THAT THE SOCIAL TABLES PLATFORM MATHEMATICALLY EXTRAPOLATES DATA DETERMINED FROM SUCH BLUEPRINTS, AND UNDERSTANDS THAT SUCH BLUEPRINTS AND DATA MAY CONTAIN ERRORS OR INACCURACIES, AND THAT SUCH DATA WHEN USED BY THE SOCIAL TABLES PLATFORM MAY PERMIT CONFIGURATIONS THAT VIOLATE THE LAWS, RULES OR REGULATIONS OF THE JURISDICTION IN WHICH THE FACILITY REPRESENTED IN SUCH BLUEPRINT IS LOCATED (WHETHER BY OVERRIDE BY CUSTOMER OR BY FUNCTION OF THE SOCIAL TABLES PLATFORM). CONSEQUENTLY, CUSTOMER AGREES THAT IT IS SOLELY RESPONSIBLE FOR ENSURING</p>

THAT THE PLANS GENERATED BY THE SOCIAL TABLES PLATFORM ARE SUITABLE FOR THE CONTEMPLATED EVENT AND WILL IN PRACTICE ACTUALLY PERMIT THE USE OF THE SPACE CONTEMPLATED IN SUCH PLAN AND THAT SUCH PLAN COMPLIES WITH ALL LAWS, RULES AND REGULATIONS APPLICABLE IN THE LOCAL JURISDICTION FOR WHICH THE PLAN HAS BEEN CREATED.

Additional Terms and Conditions for QuickMobile Solution

Cvent QuickMobile Event Solution Terms

Access. Cvent will assign You one or more user IDs and passwords that will enable You to access administrative login to the Licensed Software. Customer shall take reasonable precautions to protect against theft, loss or fraudulent use of such IDs and passwords. Customer agrees that it will use the Licensed Software only for lawful purposes and in accordance with this Addendum. Each user ID is unique to the assigned individual and may not be shared with others, including other personnel of Customer. Customer shall not reverse engineer, disassemble or decompile the Licensed Software or cause or permit the reverse engineering, disassembly or de-compilation of the Licensed Software.

Content. Customer shall provide any text, images, audio, video, designs or other data, content, materials and information reasonably necessary to enable Cvent to perform the contracted services ("Customer Data"). Failure to provide all Customer Data required for successful operation of the Licensed Software does not invalidate the Agreement or Your obligation to pay for the Licensed Software. Cvent will provide You with documents and templates listing the type and format of the information needed to upload Customer Data into the Licensed Software. Customer Data may also include information or materials which You obtain from third party social networking sites and cause to be presented through the Licensed Software. Customer is solely responsible for the Customer Data and represents and warrants that all Customer Data is correct and current, is owned by it, and that provision and/or use of such Content hereunder shall not violate or infringe the intellectual property, privacy or publicity rights of any third party, and that all placements of Content have been approved for Cvent's use. Cvent may adjust any agreed timetable or delivery schedule, as reasonably necessary, due to any failure or delay by Customer to perform its obligations under this Agreement. Customer will at all times comply fully with all laws, including with respect to the performance of this Agreement, and the collection, use and storage of all Customer Data. Customer grant Cvent a limited, non-exclusive right and license to use the Customer Data (including copyright, trademark, patent, publicity or other rights) for Cvent to provide the Licensed Software and the right to disclose the Customer Data to third-party service providers to operate the Licensed Software. You acknowledge that mobile devices may be lost or stolen, and the transmission, processing or storage of sensitive information on such devices creates certain security risks that Cvent cannot mitigate, including without limitation onward dissemination of Customer Data by attendees of the event(s). Therefore, Customer agrees that Cvent is not responsible for the unauthorized dissemination of any Customer Data distributed to a mobile device through the Licensed Software.

Mobile Platforms. Use of the Licensed Software to deploy an App for Your event(s) will be subject to rules and procedures established by the third parties that operate and control the applicable online marketplaces for mobile device applications (collectively, including Apple and Google, the "Mobile Marketplaces").

You acknowledge and agree that:

- You, Your employees and any agents acting on Your behalf shall abide at all times by such rules and procedures and any changes thereto;
- Cvent has no control over such rules and procedures, and cannot be responsible for ensuring performance or availability of any Mobile Marketplace;
- Cvent is not liable for any delays in the delivery or deployment of Your Apps caused by changes to, or Your failure to adhere strictly to, any such rules or procedures; and
- Cvent is not liable for any delays in the delivery or deployment of Your Apps due to a lack of availability or downtime of any Mobile Marketplace.

Without limiting the generality of the foregoing, You agree:

- not to use Your Apps for the purpose of sending unsolicited messages to end users or for the purpose of phishing or spamming, including, but not limited to, engaging in any types of activities that violate anti-spamming laws and regulations, or that are otherwise improper, inappropriate or illegal; and
- not to make use of push notifications in a manner which is excessive, as may be determined by the applicable Mobile Marketplace.

Build Process and Minimum Timelines. You will be assigned a Customer Success Manager (CSM) shortly after submission of Your signed Proposal. The CSM will collaborate with You to schedule delivery dates for You to provide event information, graphics and other Customer Data for configuring the App for Your event(s) (the "Delivery Schedule"). Cvent is not responsible for delays resulting from any failure by You to comply with the agreed upon Delivery Schedule. Once initial graphics and other Content are provided, Customer agrees that the Project Manager will be given a reasonable period of time (typically 5-15 business days, but possibly longer for complex events) to build a demo version of the mobile application for Customer's event. Thereafter Customer will have an opportunity to review and make changes prior to submission of the mobile application to the applicable third-party marketplaces like Apple iTunes / App Store and Android Market. If the Proposal spans multiple events, You shall be responsible for notifying Your CSM of each event at least sixty (60) days prior to the desired launch date for such event within the App(s) in order to ensure timely delivery. A timely release of Your App requires that all Customer Data be submitted and approved for submission to the Mobile Marketplaces no later than 14 days prior to Your agreed upon App launch date. The EventCenter shall continue to be available to You to add and modify the Customer Data before, during and after publication.

Review and Submission:

- All Customer Data must be submitted through the EventCenter, and, unless otherwise specified as an additional Service in Your Proposal, You are solely responsible for the build of the App through the EventCenter.
- You will have access to Cvent support staff as stated in clause "Support", and You will have an opportunity to review and make changes prior to submission of the App to the applicable Mobile Marketplaces.
- The App needs to be submitted to the applicable Mobile Marketplaces, and You acknowledge and agree that Cvent shall bear no expenses and assumes no risk or liability for any administrative actions performed by Cvent needed to submit the App to the applicable Mobile Marketplaces on Your account, if applicable.

You may choose to publish your App in one of the following three ways:

Engage Cvent to publish your event(s) in the Mobile Marketplace within Cvent's container app – Cvent Events . By engaging Cvent to publish your event for

you, you consent to providing Cvent the necessary information to access to the applicable Mobile Marketplace (i.e., through access to the developer account) to publish your App on your behalf. Cvent will use its commercially reasonable effort to obtain approval by the Mobile Marketplace, within the mutually agreed timeline.

Publish your own branded multi-event app, and in order to do so either of the following methods may be agreed upon:

Self-publish your App on your own, and for this you shall need -

Apple and Google Developer Accounts (non-enterprise)

Internal resources familiar with Apple App Store and Google Play distribution

For Apple, Access to a Mac and the knowledge on how to create the required certificates and provisioning profiles

Authorize Cvent to publish your App in the Mobile Marketplace on your behalf, and for this you shall need –

Apple and Google Developer Accounts (non-enterprise)

Authority to add Cvent as an admin, to access and manage your Developer Account. However, Cvent shall bear no expenses and assumes no risk or liability for any administrative actions taken by Cvent in its limited capacity of submitting the application through your Developer Account.

Self-publish your App in your internal app store, circumventing the public Mobile Marketplace. In this case too, you will need the additional resources as stated in clause 5.4(ii)(A). In addition, you will need –

Apple Enterprise Developer Account vs a standard Apple Developer Account

Internal resources familiar with Apple Enterprise app distribution outside the public Apple App Store

You acknowledge and agree that in the event you choose to publish your App as set forth in clauses 5.4(ii) and 5.3(iii) above, the primary control of the developer account shall remain with you and as such:

- you will be solely responsible to ensure compliance with all the rules and procedures established by Apple and Google.
- you shall secure your Enterprise Distribution License and an Enterprise Developer Account at your sole expense; and maintain it securely with all data privacy procedures in place to safeguard the Customer Data.
- Cvent will bear no responsibility for any delays in publishing or rejection of your App by Apple or Google, and any such delay will not modify your obligations to Cvent including, but not limited to, your payment obligations. If your App is rejected by a Mobile Marketplace, you may engage Cvent to publish in Cvent's container app.

If you terminate or do not renew this Agreement, you must not publish any App created under this Agreement in any manner.

Upgrades. During the term of this Addendum, if Cvent upgrades the version of the App or EventCenter You are using under this Addendum, You will not be charged an upgrade fee. Should Cvent offer additional optional software modules in the future that complement the App or EventCenter, You may elect to purchase the optional software modules for an additional fee.

Additional Graphics. Cvent provides optional graphics arts services ("Additional Graphics") which may be used by You to supplement the Customer Data including to create splash screen, icons, banners, and background, for an additional fee.

Supported Devices, Operating Systems and Software Releases:

Devices:

Cvent currently provides native, compiled Apps for the following devices: iPhone, iPod Touch, iPad, Android phones and Android tablets. Submission is made to Apple iTunes / App Store and Google Play Store only.

Cvent also provides a web application version of the App that can be accessed from any mobile device, including BlackBerry devices, or a regular computer with a good Internet connection and a compatible browser. Some features may not be available on all supported devices or the web application version.

Operating Systems:

Cvent provides technical support for Apps on the current major release and immediately preceding major release of iOS and Android OS.

Software Releases:

Cvent provides technical support for Cvent Apps which are based on the most current release of the App or prior versions of the App for releases occurring up to six (6) months prior to the current release. Customers will be provided opportunities to upgrade their existing Apps to the most current App release.

Licensed Software Features:

Licensed Software features include an event schedule, exhibitor list, speaker list, maps, networking opportunities, exhibitor and sponsor advertising opportunities, integration with social media platforms, and access to the EventCenter to manage Customer Data and run metrics on App usage. Optional features and services (including Click scavenger hunt photo game, live polling, Social Wall curated social content, integration with third party databases, and Premium Quick Event) are available if specified on the applicable Proposal.

Support:

During the term of the Agreement, Cvent agrees to provide You with email and telephone access to the Cvent Support Center all year round seven day a week and 24 hours a day i.e. 24X7X365. If You have more than one EventCenter login, You agree to appoint an Authorized Support Contact who will contact the Cvent Support Team directly on behalf of Your other EventCenter users.

Upon expiration of the current Term of the Agreement, or in the event you choose not to renew the Agreement with Cvent, the App(s) for Your event(s) must be removed from all distribution sources (depending on the means by which your App is published pursuant to clause 2.4(d) above) and Mobile Marketplaces,

and Cvent shall retain no obligation to support, update or maintain such App(s).

No Transfer. Cvent and Customer re-acknowledge that nothing in the Agreement shall operate to transfer any intellectual property rights between the parties. This license confers no title or ownership in the Licensed Software or any component thereof. This license is not a sale of any rights in the Licensed Software including any instances of the Software contained in the mobile applications published for Customer's event(s). The Licensed Software is owned by Cvent and Customer must treat it like any other copyrighted material. Customer may not copy or modify the Software, reverse engineer it or disassemble/de-compile the Software.

Sensitive Personal Information. Notwithstanding any provision to the contrary in the Agreement, Customer acknowledges and agrees that use of the Licensed Software to transmit, process or store Sensitive Personal Information (as defined below) is unnecessary for use of the Licensed Software and therefore Customer shall be solely responsible for any such use of the Licensed Software by Customer or its employees, agents, subcontractors or clients, and Cvent shall bear no risk or liability for same. "Sensitive Personal Information" shall be defined as (a) social security numbers; (b) passport numbers or other government issued id numbers, date of birth and/or gender, except solely to the extent required by applicable regulations of the Department of Homeland Security or other government regulatory body; (c) health or medical information (other than food allergies or medical contact information); (d) financial account information; and (e) other information which a reasonable person would recognize as being highly sensitive (but excluding, for avoidance of doubt, contact information such as name, mailing address, email address, and phone number).

Additional Terms and Conditions for Cvent Hospitality Cloud (For Planners Only)

Description of Services
<p>This Exhibit describes additional terms under which Cvent offers access to the Cvent Group Travel, Cvent Business Transient services, and Passkey, as applicable (the "Services" or the "Site"). The Services enable Customer to search, select and source meeting and event industry suppliers and to submit requests for proposal ("RFPs"), bid responses, and related communications with hotels, venues, and other companies ("Suppliers") that provide services to Customer.</p>
Additional Responsibilities
<ul style="list-style-type: none"> • Customer assumes all risk in dealing with other members of the Services and shall be responsible for all communication with each other and if applicable, separately executing contracts with one another. Any dispute regarding any product or service, or failure to provide agreed products and services must be resolved directly between Customer and the applicable Supplier(s). Cvent is not responsible for any breach by either party of the terms of any transaction or associated transaction-related activities. • Customer represents and warrants that each RFP submitted by Customer (or on behalf of Customer by its employees or agents) is authorized and intended for an actual meeting.
Content and Access
<ul style="list-style-type: none"> • The Service may contain links to third party websites. These linked sites are not under the control of Cvent, and Cvent is not responsible for the content of any linked site. Customer acknowledges and agrees that Cvent has no control over the quality, or accuracy of the products and/or services advertised. • Customer agrees not to use any manual or automated means (of any type) to capture or extract data in bulk from Cvent's websites. • Cvent may modify the Service website content and display at any time without liability except regarding intellectual property rights of Suppliers.
Supplemental Business Transient Terms
Rate Audit
<ul style="list-style-type: none"> • Rate Audit. Rate Audit (as defined below) shall be performed on up to any of the following Global Distribution Systems (GDS) (available are: Abacus, Amadeus, Apollo or Galileo, Sabre, and Worldspan) to ensure integrity of the rate loading of Customer's rates for up to the number of hotels in Customer's preferred hotel program as listed in the Order Form for 3 Audit Jobs (as defined below) for each annual period. • Definition of an "Audit": An "Audit" is described as: (i) a single PSEUDO CITY CODE, (ii) a single HOTEL, (iii) a single DATE, and (iv) a single RATE ACCESS CODE. [Note: A PSEUDO CITY CODE can also be referred to as an Office ID or SID]. Customer must provide, and agrees to provide, to Cvent the authority to perform Audits on its behalf by allowing access into Customer's Master PSEUDO CITY CODES in each of the applicable GDS. In the event that Customer is unable to provide Cvent access to utilize Customer's Master PSEUDO CITY CODES when performing Audits, Customer has the option to utilize Cvent's Master PSEUDO CITY CODES in each GDS. Should Customer select this option, Customer understands and agrees that Cvent's access is only valid and accurate if EACH AND EVERY hotel chain being audited attaches Cvent's PSEUDO CITY CODES to all of the negotiated rate access codes. IF, Cvent's PSEUDO CITY CODES are not attached by the hotel companies then the Audit results will be inaccurate for which Cvent will not be responsible for any such inaccuracies. • Definition of an "Audit Job": An "Audit Job" shall be defined as the initiation and completion of the processing of a single file containing one or more Audits.
Activities Included in the Annual License Fee
<ul style="list-style-type: none"> • For each annual period, Audits shall be performed in the GDS as elected by Customer. For each annual period, Rate Audit report will: <ul style="list-style-type: none"> - Audit Jobs in GDSs as elected by Customer. Any Audit in excess of the Annual License Metric Volume, as more fully described on the Order Form will be subject to additional annual license fees as Cvent's current rate. - Allow Customer access to Cvent's Rate Audit GUI interface to review audit results. - For each annual period, Cvent will initiate the first full-program audit per Customer request. Cvent shall then utilize the GUI interface to perform up to 2 single follow-up audits per program for failed properties identified in previous audits.
Additional Fees
<ul style="list-style-type: none"> • Customer shall be responsible for any and all applicable GDS transaction fees and will be billed in arrears by Cvent. • Beginning with the 4th Audit, per program, additional fees shall apply as set forth below. <ul style="list-style-type: none"> - "AUDITS" PERFORMED IN EXCESS OF THE PARAMETERS SET FORTH HEREIN SHALL BE INVOICED BY CVENT, MONTHLY, IN ARREARS AT THE OVERAGE FEE LISTED IN THE ORDER FORM, PER PROPERTY. - ADDITIONAL AUDIT AND SET-UP FEES SHALL APPLY IF CUSTOMER ADDS ANY ADDITIONAL PCCS OR GDS TO BE AUDITED DURING THE TERMS SET FORTH IN THIS AGREEMENT.

Additional Terms and Conditions for Passkey for City Wide

These Additional Terms and Conditions are legally binding and form an integral part of the Order Form and Event Cloud Terms of Use entered into by and between Cvent and Customer (the "Agreement") to reflect the Parties' agreement with regard to the Customer's subscription and use of the Cvent Passkey.

Passkey City Wide License: Features

Unless the Order Form states otherwise, Customer shall receive the following features with the Passkey Product.

Usage Limits

- | | |
|---|---|
| <ul style="list-style-type: none"> Number of Events Number of Emails Number of System Users Number of Configured Accounts | <ul style="list-style-type: none"> Unlimited Unlimited Unlimited 1* |
|---|---|

Features

- | | |
|---|--|
| <ul style="list-style-type: none"> Event Dashboard RoomList Manager Booking Website Mobile Responsive Website Localization Multiple Acknowledgement Emails Multiple Campaign Emails Cross Event Reports Usage Reports Event Specific Reports Planner Portal for Unlimited Number of Planners Sub-block Management Tools Access to all hotel profiles within the Passkey library Access to existing integrations with various hotels | <ul style="list-style-type: none"> ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ |
|---|--|

A la Carte Features

- | | |
|---|--|
| <ul style="list-style-type: none"> RegLink Private Account Training Event Builds | |
|---|--|

***Charges may apply for additional configured accounts**

Remote support for the Passkey Product is available Sunday, 10:00 P.M. EDT – Friday (excluding Government Holidays).

ADDITIONAL TERMS AND CONDITIONS FOR CVENT VIRTUAL ATTENDEE HUB

These Additional Terms and Conditions for Cvent Virtual Attendee Hub are legally binding and form an integral part of the Order Form and Event Cloud Terms of Use entered into by Cvent and Customer for Customer's subscription to Cvent's Virtual Attendee Hub.

Scope
<p>Cvent's web and mobile application virtual event management solution known as Cvent Virtual Attendee Hub ("Cvent Virtual Attendee Hub") is comprised primarily of (i) the content management portal at Event Management ("Event Management Portal") for input of data and content by Customer; and (ii) a web or mobile application (the "App"), a specific instance of which may be modified by Customer for a specific event or events and made available for download and use by registrants of the event(s).</p>
Platform Requirements
<ul style="list-style-type: none"> Customer acknowledges that the use and publication of Apps will be subject to rules and procedures of third party application marketplaces ("Mobile Marketplaces"), such as Apple and Google app stores. Customer further acknowledges and agrees that: <ul style="list-style-type: none"> Customer will abide by such rules and procedures, including updates; Cvent has no control over such rules and procedures, and cannot be responsible for ensuring performance or availability of a Mobile Marketplace; and Cvent is not liable for any delays in the delivery or deployment of Customer Apps caused by changes to, or Customer's failure to adhere strictly to, any such rules or procedures.
Content and App Builds
<p>Content</p> <ul style="list-style-type: none"> All of Customer's event data, materials and content ("Content") must be supplied by Customer through the Event Management Portal. Failure by Customer to provide Content does not invalidate the Agreement or Customer's obligations under the Agreement, including its obligation to pay Cvent Virtual Attendee Hub subscription and use fees. Cvent will provide Customer with guides and templates for uploading Content into the Event Management Portal. Customer is solely responsible for using password practices to secure access to its event on the Event Management Portal to avoid unauthorized access to its Content by other users. Cvent disclaims responsibility for unauthorized access due to your failure to secure such access. <p>Review and Submission to Mobile Marketplaces</p> <ul style="list-style-type: none"> Unless Customer has contract for Cvent for such services, Customer is solely responsible for building its App through the Event Management Portal. Customer will have access to Cvent support staff, and an opportunity to review and make changes prior to submission of the App to the applicable Mobile Marketplace(s). The App needs to be submitted to the applicable Mobile Marketplaces, and Customer acknowledges and agrees that Cvent bears no expense and assumes no risk or liability for administrative actions required to make such submission. All event(s) will be published in the Mobile Marketplace under Cvent's container app. Cvent does not currently provide a means for customers to publish a stand-alone app, although Cvent may revisit this model in the future. If Cvent changes its model to provide a stand-alone app option in the future, then all Content must be submitted and approved for submission to the Mobile Marketplaces no later than 14 days prior to Customer agreed upon App launch date. By engaging Cvent to publish your stand-alone event for you, you agree to add Cvent as an admin, to access and manage the Developer Account providing Cvent the necessary information to access the applicable Mobile Marketplace (i.e., through access to the developer account) to publish Your App on Your behalf. Cvent will use its commercially reasonable effort to obtain approval by the Mobile Marketplace, within the mutually agreed timeline. Cvent shall bear no expenses and assumes no risk or liability for any administrative actions taken by Cvent in its limited capacity of submitting the application through your Developer Account. If Customer terminates or does not renew this Agreement, Customer will not publish or cease publication of Customer's App(s).
Supported Devices, Systems and Releases
<p>Supported App Devices:</p> <p>Cvent currently provides native, compiled Apps for the following devices: iPhone, iPod Touch, iPad, Android phones and Android tablets. Submissions are made to Apple App Store and Google Play Store only.</p> <p>Mobile Operating Systems:</p> <p>Cvent provides technical support for Apps for the current major release version and immediately preceding major release version of Apple iOS and Android OS.</p>

Internet:

Cvent will provide Customer with online access to Cvent Virtual Attendee Hub via the internet by use of a Customer provided browser. Customer is solely responsible for obtaining and maintaining at its own expense all equipment needed to access Cvent Virtual Attendee Hub, including internet access and adequate bandwidth.

Third Party Solutions:

Customer acknowledges and agrees that certain functionalities of Cvent Virtual Attendee Hub may require a license or subscription to a compatible third party solution (i.e., streaming platform) or Customer to procure such license or subscription from Cvent subject to terms and conditions as required by the third-party provider. If Customer buys or licenses any such third party solution from a third party provider, Customer acknowledges and agrees that such solutions are being provided by a third party and Cvent is not responsible or liable for any claims or damages related to or arising from Customer's use thereof, including but not limited to any unavailability of such solution during Customer's event.

Cvent Software Releases:

Cvent provides technical support for Customer Apps that use Cvent's most current release of the App or prior versions released up to six (6) months prior to the current release. Customers will be provided opportunities to upgrade their existing Apps to the most current App release.

Support

During the term of the Agreement, Cvent agrees to provide Customer with email and telephone access to the Cvent Virtual Attendee Hub Support Center seven days a week, 24 hours a day, except holidays. If Customer has more than one Event Management Portal login, Customer will appoint an Authorized Support Contact who will contact the Cvent Virtual Attendee Hub Support Team directly on behalf of Customer's other Event Management Portal users. One hundred and twenty (120) days after Customer last event or, if later, upon expiration of the current Term of the Agreement, Cvent may remove all of Customer's App(s) from Mobile Marketplaces, and Cvent will retain no obligation to support, update or maintain such App(s). Customer acknowledges and agrees that certain features of Cvent Virtual Attendee Hub require support from third parties and Cvent is not responsible for any delays attributable to such third parties' support.

Privacy and Disclaimers

Customer agrees that Cvent is not responsible for the unauthorized dissemination of any Content distributed through Cvent Virtual Attendee Hub.

CUSTOMER ACKNOWLEDGES AND AGREES THAT IT IS SOLELY AND EXCLUSIVELY RESPONSIBLE FOR COMPLIANCE WITH ALL APPLICABLE DATA PRIVACY LAWS INCLUDING BUT NOT LIMITED TO COLLECTING PROPER CONSENT AND AUTHORIZATION TO SHARE REGISTRANTS' INFORMATION, INCLUDING ANY PERSONAL INFORMATION, WITH ANY THIRD PARTY.

NOTWITHSTANDING ANYTHING SET FORTH IN THE AGREEMENT OR THESE ADDITIONAL TERMS AND CONDITIONS, ALL WARRANTIES EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THOSE CONCERNING MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ACCURACY OR USE ARE HEREBY DISCLAIMED. CVENT DOES NOT WARRANT OR GUARANTEE THAT CVENT VIRTUAL ATTENDEE HUB (OR THE SUPPORT PROVIDED HEREUNDER) WILL SATISFY YOUR REQUIREMENTS, OR THAT THE OPERATION OF SUCH WILL BE UNINTERRUPTED OR ERROR FREE. YOU ACCEPT CVENT VIRTUAL ATTENDEE HUB AS-IS, IN THE FORM PROVIDED, AND EXPRESSLY WAIVE ANY RIGHT TO ANY AND ALL REFUNDS, DAMAGES (WHETHER DIRECT, INDIRECT OR OTHERWISE), OR OTHER COMPENSATION.

Overage

Customer acknowledges and agrees that its use of Cvent Virtual Attendee Hub is subject to additional Fees for usage in excess of the quantities stated in the Order Form or hereunder. Customer agrees to pay the overage fee as designated on the Order Form or as set forth below.

Cvent Virtual Attendee Hub and Cvent Video Player:

Customer agrees that the number of events in the Order Form is the minimum number of events Customer has committed to for Cvent's Virtual Attendee Hub. If Customer exceeds the number of events in the Order Form, then Customer will pay the following overage fees:

<u>No. of Registrations</u>	<u>Fees</u>
1-50	\$1,500/event
51-125	\$2,250/event
126-250	\$3,350/event
251-500	\$4,500/event
501-1,500	\$8,250/event
1,501-3,000	\$12,000/event

3,001-5,000	\$17,500/event
5,001-10,000	\$25,000/event
10,001+	\$35,000/event

In lieu of paying the above rate, the Customer may purchase additional quantities prior to exceeding its usage at a mutually agreed upon rate.

For Cvent Virtual Attendee Hub and Cvent Video Player, each registration to an event that has a published Cvent Virtual Attendee Hub, whether virtual or in person, is considered a registration. If Customer uses less than the stated number of events, Fees due under the Order Form will not be reduced or credited to Customer. Except as expressly set forth in the applicable Order Form, unused Registrations will not roll over to another term year.

Cvent Video Conferencing:

Unless otherwise stated in the Order Form, an annual subscription to Cvent Video Conferencing includes 2,000 viewer hours per term year. Additional viewer hours in excess of 2,000 hours during any term year are subject to an overage charge at a rate set forth in the Order Form or if none is stated, Cvent's then current rate. A viewer hour is calculated using the cumulative minutes that registrants use Cvent Video Conferencing, rounded to the next hour on a term quarterly basis. If Customer uses less than the purchased viewer hours, Fees due under the Order Form will not be reduced, credited or rolled over to future years except as expressly set forth in the applicable Order Form.

Payment:

Overages are calculated and invoiced on a quarterly basis in arrears and payable in accordance with the terms and conditions of the Agreement

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