



Cvent Master Services Agreement

THIS CVENT MASTER SERVICES AGREEMENT ("**Agreement**"), is entered into by and between Cvent, Inc., a Delaware corporation ("**Cvent**"), with its principal office and place of business at 1765 Greensboro Station Place, Suite 700, Tysons Corner, VA 22102 and the Customer identified in the applicable Order Form, and effective as of the Effective Date as listed on the applicable Order Form.

Hereinafter, Cvent and Customer are collectively the "**Parties**" and individually a "**Party**". "**Customer**" shall include Customer affiliates identified on the order forms attached to this Agreement, as applicable.

THE PARTIES HEREBY AGREE AS FOLLOWS:

1.0 ORDER FORM: SERVICES AND FEE SCHEDULE:

1.1 Services

- a) Subject to the terms and conditions of this Agreement, Cvent, or any of Cvent's wholly-owned subsidiaries, including but not limited to Lanyon Solutions, Inc., as designated on the applicable Order Form, agrees to provide the web-based and/or mobile application-based software solution(s) (the "**Software**") and to provide maintenance, hosting, remote and/or on-site customer support services (together with the Software, collectively, the "**Service**") as set forth in each order form, proposal, statement of work, online form, or other ordering document in whatever medium that incorporates the terms of this Agreement by reference (each an "**Order Form**") to each Customer identified on the respective Order Form, during the Term and in exchange for the fees specified on the Order Form.
- b) Cvent Services may be subject to additional terms specific to such Services, and those will be set forth in the applicable Order Form or exhibits (each a "**Service Exhibit**") attached hereto and incorporated herein. For the avoidance of doubt, each Service Exhibit shall only be applicable for the designated Service.

1.2 Order of Precedence

Unless otherwise expressly set forth therein, in the event of any conflict between the provisions contained in the main body of this Agreement, any Order Form, Statement of Work ("**SOW**"), or any appendix, attachment or Service Exhibit made a part of this Agreement ("**Exhibit**"), the following order of precedence shall apply (from most controlling to least controlling): (1) Order Form; (2) SOW; (3) Exhibit; and (4) main body of this Agreement (provided, however, that the fact that a provision appears in one of those documents but not in another shall not be deemed to be a conflict for purposes of this sentence).

2.0 PRICE, TERM AND TERMINATION:

2.1 Price and Payment

- a) Customer agrees to pay all undisputed fees and other charges in accordance with this Agreement. All undisputed fees are due net thirty (30) days from the date of the invoice (the "**Payment Date**"). If Customer does not pay the undisputed fees or other charges on or before the Payment Date, Cvent will be entitled to levy, and if levied Customer will pay, a finance charge of two percent (2%) per month or the maximum rate allowed by law if less. Payment shall be by check, wire or ACH unless otherwise specified on the Order Form. Annual fees are charged per annum. As an example, if the Order Form Term spans three years, Customer will be invoiced the annual amount three times. Except where prohibited by applicable laws, if Customer pays any fees due hereunder via credit or debit card, then Cvent reserves the right to charge Customer a surcharge of three percent (3%) of the total amount due hereunder, and Customer hereby consents to such charge being made against the credit or debit card provided by Customer.

- b) Customer may reasonably and in good faith dispute an invoiced amount, that incorrectly lists Services, fees, metrics, excluding overages, other than those listed on the applicable Order Form, within thirty (30) days after receipt, provided that Customer will promptly pay the undisputed portion of the invoice and will only withhold payment of the disputed portion until the dispute is resolved. The parties will negotiate in good faith to resolve any payment dispute within ninety (90) days.
- c) If Customer exceeds the contracted level of Service during the term of this Agreement, Customer will be charged as specified in the applicable Order Form, or if not specified, using the then-current rates for the overage. There shall be no fee adjustments or refunds for any decreases in usage during the Term. Customer is also responsible for paying any applicable sales, use, value added, or similar taxes imposed by a federal, state, provincial, local or other government entity on Service provided under this Agreement.
- d) Cvent reserves the right to increase recurring fees payable hereunder at any time upon sixty (60) days prior written notice provided that such increase is no greater than the Annual Price Cap as defined in the applicable Order Form. Notwithstanding anything contained herein to the contrary, any Professional Services (as defined below) fees will not be subject to the Annual Price Cap.

2.2 Term

- a) This Agreement shall expire on the later to occur of: (i) the fifth anniversary of the Effective Date, or (ii) the expiration of the Term of the last outstanding Order Form hereunder.
- b) If the Term of an Order Form is for multiple years, the specified annual fees are due in advance in each year of the Order Form (“**Term Year**”), or as otherwise specified on the Order Form.
- c) Each Order Form will renew at the end of its 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, emails or other billable instances annually, then this limitation pertains to each Contract Year of the Term. Emails are counted when sent, Registrants when the individual is registered, Contacts when created, and Events when created (not the actual date of the event).

2.3 Termination

- a) Either party may terminate an Order Form if: (i) the other Party breaches any material term or condition and fails to cure the breach within thirty (30) days of receiving written notice identifying the breach, except for breach of Section 2.1 which shall have a ten (10) day cure period; or (ii) the other Party becomes the subject of a petition in bankruptcy or any proceeding relating to insolvency, liquidation or receivership.
- b) In the event of non-payment by the Customer, Cvent may accelerate and declare all sums due and immediately payable. If Customer fails to pay undisputed fees when due, then Customer shall also be liable for all fees due during the then current term of the Agreement and any additional expenses (including but not limited to reasonable attorneys' fees and accrued interest) Cvent incurs in collecting such delinquent fees. Customer acknowledges such payment 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 term (e.g., initial term or renewal term).
- c) In the event of Customer's failure to pay its invoice in accordance with this Section 2 or as otherwise set forth in an Order Form or SOW, Cvent reserves the right to restrict Customer's access to the Service upon ten (10) business days' prior written notice. Customer agrees that such restrictions do not modify the amounts due under this Agreement or any Order Form.

3.0 INTELLECTUAL PROPERTY AND WARRANTIES:

3.1 Subscription Right; Proprietary Rights

a) Subscription Right:

- i. Subject to the terms and conditions of this Agreement, during the Term of the applicable Order Form, Cvent will provide Customer with a non-exclusive, non-transferable and revocable subscription right, without the right to grant sublicenses, to access and use the Service as upgraded from time to time.
- ii. Customer may use the Service only for purposes of performing its internal business operations or its clients' business operations outsourced to Customer.
- iii. Customer may not use the Service as part of a commercial time-sharing or service-bureau operation or in any other resale capacity.
- iv. 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.

b) Proprietary Rights:

- i. Cvent (and/or its licensors) retain all copyright, trademark, trade secret, patent and other proprietary and intellectual property rights to the Service (including without limitation to any Software and modifications thereto) and to any related documentation and marketing materials, regardless of whether such intellectual property notices (i) appear in the Software or in related documentation or materials, or (ii) have been filed with applicable governmental agencies. The Software and all equipment, infrastructure, websites and other materials provided by Cvent in the performance of Services will at all times remain the exclusive, sole and absolute property of Cvent or its licensors.
- ii. Nothing in this Agreement will directly or indirectly be construed to assign or grant Customer any right of ownership, title or interest in the Software or any component of the Service, or any intellectual property rights relating thereto. Customer is prohibited from providing any of Cvent competitors with access to the Service without the prior written consent of Cvent in each instance, and such consent may be withheld in Cvent's sole discretion.
- iii. Customer agrees not to disclose to anyone any proprietary or confidential information of Cvent or Cvent's licensors which Customer may receive or have access to through the Service (the "**Cvent Content**"), or to use any Cvent Content to compete against Cvent or reverse engineer any Cvent product or service.
- iv. Customer agrees that it will not resell or, for any competing commercial purpose copy, record, publish, compile, reproduce, republish, or use any Cvent Content. Customer may not obscure, alter or remove any copyright, patent, trademark, service mark or proprietary rights notices on any Service or other materials. Customer shall not take any action that jeopardizes Cvent's intellectual property rights in the Services, nor assume or acquire any right in the Software except the limited-use rights specified in this Agreement. All rights not expressly licensed to Customer by Cvent are reserved exclusively to Cvent.
- v. Customer understands and agrees that any third party data, content, materials or software ("**Third Party Content**") which may be published on the Cvent website or otherwise made available through the Services may be subject to third party licenses, that such 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.

c) Changes and Environment:

- i. Changes. Access is limited to the version of the Software in Cvent's production environment. Cvent may from time to time at its sole discretion update the Software 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.
- ii. Environment. Cvent will provide Customer online access to and use of the Software via the Internet by use of a Customer-provided browser. The Software 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 Software, including but not limited to Internet access and adequate bandwidth.

3.2 Representations and Warranties

- a) Cvent represents and warrants that:
 - i. It is the owner of the Service, or otherwise has the right to grant to Customer the rights set forth in this Agreement.
 - ii. It will use commercially reasonable and industry-standard methods, products and protocols to prevent the introduction, replication and distribution of Viruses. "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 Service are capable of communicating.
 - iii. The Service to be provided under each applicable Order Form will conform in all material respects with Documentation (as defined in Section 4.3 (a)) provided by Cvent under this Agreement.
 - iv. Support Services, and any Professional Services provided to Customer under a Statement of Work or similar Order Form, will be performed in a competent, workmanlike and professional manner by personnel with sufficient training and experience commensurate with their roles.
- b) EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THIS SECTION 3.2, THE SERVICES ARE PROVIDED ON AN "AS IS" AND 'AS AVAILABLE' BASIS. CVENT DISCLAIMS ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. CVENT DOES NOT REPRESENT OR WARRANT BUT WILL MAKE COMMERCIALY REASONABLE EFFORTS TO ENSURE THAT THE SERVICES ARE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, AND THAT THE SERVERS USED FOR THE SERVICES WILL BE FREE OF VIRUSES, OR OTHER HARMFUL COMPONENTS. CUSTOMER ACKNOWLEDGES THAT USE OF OR CONNECTION TO THE INTERNET PROVIDES THE OPPORTUNITY FOR UNAUTHORIZED THIRD PARTIES TO CIRCUMVENT SECURITY PRECAUTIONS AND ILLEGALLY GAIN ACCESS TO THE SERVICES AND CUSTOMER DATA. ACCORDINGLY, CVENT CANNOT AND DOES NOT GUARANTEE THE PRIVACY, SECURITY OR AUTHENTICITY OF ANY INFORMATION SO 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. CUSTOMER ACKNOWLEDGES THAT THE SERVICES AVAILABILITY MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS. CVENT IS NOT RESPONSIBLE OR DEEMED TO BE IN DEFAULT FOR

ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS, OR UNAVAILABILITY RELATED TO CUSTOMER'S APPLICATIONS, CUSTOMER DATA, OR CUSTOMER'S EQUIPMENT, OR THE ACTS OR OMISSIONS OF ANY USER OF THE SERVICES.

- c) Customer represents and warrants that it is not and will not provide access to the 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 shall be deemed a material breach of this Agreement and Cvent may immediately terminate this Agreement.

4.0 RESPONSIBILITIES OF THE PARTIES:

4.1 Customer-Provided Content, Customer Data, and Aggregate Data

- a) Customer hereby grants to Cvent (and on a confidential basis to Cvent's third party service providers including by way of example server collocation facility and Internet connectivity providers), solely for the purposes described hereunder or expressly authorized by Customer, a perpetual, non-cancelable, worldwide, non-exclusive right to access, use, display, and redistribute any:
 - i. materials, information, and content which Customer, its employees or agents provide or transmit to Cvent via the Service, or via another medium for the purpose of display or transmission via the Service to Customer's end-users, clients or third parties (the "**Customer-Provided Content**"); and
 - ii. data or other information that Customer collects (or which Cvent collects on behalf of Customer) from event attendees or others using the Software (the "**Customer Data**").
- b) Customer represents and warrants that all Customer-Provided Content and Customer Data is owned by Customer or that Customer has the right to solicit, collect, and provide such Customer-Provided Content and Customer Data to Cvent for use with the Service. Customer also represents and warrants that any use or transmission of Customer-Provided Content and Customer Data does not and shall not violate or infringe the intellectual property, privacy or publicity rights of any third party.
- c) As between Cvent and Customer, except for the limited license granted to Cvent under this Agreement, Customer retains all right, title, and interest in and to the Customer-Provided Content and Customer Data. Cvent will only use Customer-Provided Content and Customer Data as reasonably required for providing the Service as contemplated hereunder and in accordance with Cvent's Privacy Policy (<http://www.cvent.com/en/privacy-policy.shtml>) and all applicable data privacy laws and regulations laws (collectively, "**Data Privacy Requirements**"). Both Cvent and Customer will comply in all material respects with the Data Privacy Requirements, and will provide such help and cooperation as is reasonably necessary or requested to the other to comply with the same.
- d) Unless Cvent has Customer's permission, Cvent will not disclose any personally identifiable information contained in Customer Data with any third party (except as required by law, pursuant to a governmental request, or for the purposes of providing Customer the Service or otherwise set forth herein).
- e) **Customer acknowledges and agrees that if it sends or otherwise provides Customer-Provided Content or Customer Data to others using the Services, any recipients may copy or redistribute such content or data, for instance by using standard interfaces to transfer data into external systems, by exporting data electronically into files or reports, by printing or other means.**

- f) Upon Customer's written request made within 30 days after the effective date of expiration or termination of this Agreement, Cvent will, 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 such 30-day period, Cvent shall have no obligation to maintain or provide any Customer Data and shall thereafter, unless legally prohibited, delete all Customer Data maintained in its production systems, provided Cvent may retain archival copies of Customer data on offline backup media for a reasonable period of time not to exceed two (2) years following expiration or termination of any Order Form.

- g) **Data.** Data, including, but not limited to, hotel information, program information, contact information, and other related data, may be provided by Customer in order to facilitate their use of the Service. In some cases this data is provided directly to Cvent by Customer, through manual entry or electronic interfaces, where it is stored in a secure environment according to Cvent's Privacy Policy (<http://www.cvent.com/en/privacy-policy.shtml>). Customer shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness and ownership of all of the data it submits to the Service. In other cases, data may be sourced by Cvent directly from a hotel property, a corporate/agency or from a third party source. Customer agrees that Cvent has the rights and ability to use this data and the Customer's data to provide the Service. These rights also include the distribution and provision of data to be shared as aggregated data with other Cvent customers. Benchmarking, research, and/or analytical materials prepared by Cvent containing any of this data will be based on historical, aggregated data presented on an anonymous basis in compliance with applicable law. In the event the data held by Cvent contains proprietary, hotel-specific or corporate program specific rate data, Cvent agrees that such data will not be distributed to any customers without specifically aggregating and making anonymous the data, so that customer-specific rates and bids are secured. Customer grants to Cvent a perpetual, non-cancelable, worldwide, non-exclusive right to utilize any data that arises from the use of the Service by Customer whether disclosed on or prior to the Effective Date for any legitimate commercial purpose, including the right to sublicense such data to third parties, subject to all legal restrictions regarding the use and disclosure of such information. Notwithstanding anything to the contrary in this Agreement and in addition to the foregoing, Customer hereby acknowledges and agrees that Cvent may monitor Service utilization and use Customer-Provided Content and/or Customer Data to compile or create aggregated and/or anonymized information for any legitimate commercial purposes. (the "**Aggregate Data**"). Cvent will be the sole owner of the Aggregate Data and, notwithstanding anything to the contrary, shall be free to use and disclose the Aggregate Data for any commercial purposes including, but not limited to, publicizing usage of the Services, providing information on general industry trends, and providing benchmarking data to Cvent customers. Aggregate Data shall not identify Customer as the source of any specific data, pattern or finding, nor shall it include personally identifiable information of any individual users of the Service.

4.2 Usage of the Service

- a) Customer-Provided Content and Customer Data:
 - i. Customer is responsible for its use of the Service, including without limitation for any data, materials and content (including the adequacy and accuracy thereof) uploaded to or transmitted using the Service by Customer or its employees or agents. Customer acknowledges and agrees that Cvent does not monitor or police the content of communications or data of Customer or its users transmitted through the Service, and that Cvent shall not be responsible for the content of any such communications or transmissions.

- b) Off-the-shelf Integrations to External Third Party Applications ("**Connectors**"):

- i. Cvent may provide configurable integrations (sometimes referred to as “**connectors**”) with various third-party applications, including by way of example to Salesforce and Concur. Unless otherwise indicated in the applicable Cvent product reference guide, configuration and use of any Cvent connector depends upon: 1) Customer’s maintaining an active license and login credentials for the third party application, and 2) the continuing compatibility and stability of the third party’s application programming interface.
 - ii. 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 any misconfiguration, data corruption or data loss in any external application resulting from the use of Cvent connectors or other such integrations.
- c) User Ids:

Cvent will assign Customer one or more user IDs and passwords that will enable Customer to access the Service. 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 Service only for lawful purposes and in accordance with these Terms of Use. 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 Service or cause or permit the reverse engineering, disassembly or de-compilation of the Service.
- d) Prohibited Uses; Email Marketing Law; Suspension of Service

Customer agrees that its use of the Service shall at all times be in compliance with applicable local, state, national, and international laws and regulations and Cvent policies. Customer will not use the Service:

 - i. to impersonate any person or entity or engage in any fraudulent business practice, including generating invalid impressions, clicks, or other actions;
 - ii. to display or transmit any libelous, defamatory, obscene, pornographic, abusive, harassing, threatening, unlawful, harmful, hateful, racially, ethnically or objectionable material of any kind;
 - iii. to store or transmit code, files, scripts, agents or programs intended to do harm, including, for example, viruses, worms, time bombs and Trojan horses;
 - iv. in any manner which exceeds the scope of its rights under Section 3.1 (Subscription Right) of this Agreement, or which violates Customer’s obligations under Section 4.2 (Usage of the Service) of this Agreement;
 - v. to interfere with or disrupt the integrity or performance of any component of the Service, Cvent Content or Third-Party Content;
 - vi. to otherwise violate any applicable law; or
 - vii. for illegal activities or junk mail, chain letters, pyramid schemes, “spam” or distribution to any person who has not given specific permission to be included in such a process (all the foregoing “**Prohibited Uses**”).
- e) 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. In furtherance of, and without limiting the generality of the foregoing:

- i. Customer's use of the Service to send commercial email messages, including invitations, reminders and confirmations (provided no clear exception applies under CAN-SPAM or other applicable law), must contain an "unsubscribe" or "opt-out" link that allows subscribers to remove themselves from Customer's email messages. Customer acknowledges that Cvent provides such a link by default in Cvent-generated emails, and Customer agrees it will not, and will not instruct or permit others acting on its behalf, to hide, disable, or remove the opt-out link from emails Customer transmits using the Service.
 - ii. Customer will process any "unsubscribe" or "opt-out" requests it receives as soon as reasonably practicable and no later than ten (10) days after submission, and will update its email lists and address books to reflect such requests.
 - iii. Customer's messages sent using the Services must contain clear and conspicuous notice that the message is an advertisement or solicitation and that the recipient can opt out of receiving more commercial email from Customer.
 - iv. Customer's messages also must accurately identify it as the sender, include a valid and current postal address, and comply in all other respects with applicable email marketing and advertising law. **Customer will not send commercial email messages using domains by proxy or any equivalent ownership masking service.**
- f) Cvent may immediately restrict or suspend access to the Service without prior notice to the extent Cvent becomes aware of, or reasonably suspects, any Prohibited Uses by Customer or its authorized users. Cvent reserves the right to base its findings with respect to Prohibited Uses and related analysis and decisions on, among other things, received complaints, observed email patterns, including rates of delivery and email percentage of emails sent reported as being read by Cvent's application. Cvent may also take any self-help remedies necessary to prevent continued Prohibited Uses, including, but not limited to, deleting the contact information from Customer's address book on behalf of those individuals who lodge complaints with Cvent or Cvent's web-hosting company. Cvent will act in good faith and use reasonable efforts to notify Customer via phone or email before initiating self-help measures, or suspending or restriction Service. Customer is still responsible for full payment of the Order Form(s) even if access to the Service is suspended or terminated for any Prohibited Uses. Any authorized suspension by Cvent arising directly or indirectly from Customer's act or omission does not preclude Customer from satisfying any covenant and/or condition related to Customer's payment obligations arising under this Agreement and/or any applicable Order Form.

4.3 Support

- (a) Support services provided by Cvent as part of Service include (i) technical support and workarounds so that the Software operates in material conformance with the Documentation, and (ii) the provision of updates thereto, if and when available, all of which are provided under Cvent Support policies (as may be amended by Cvent from time to time at its sole discretion) in effect at the time the Support services are provided ("**Support**"). For the avoidance of doubt, Support excludes Professional Services (as defined below). Updates 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. For purposes of this Agreement, "**Documentation**" shall mean the user instructions, release notes, manuals and on-line help files as updated by Cvent from time to time, in the form generally made available by Cvent, regarding the use of the Service.
- (b) Cvent is under no obligation to provide Support with respect to: (i) Software that have been altered or modified by anyone other than Cvent or its licensors; (ii) Software used other than in accordance with the terms of this Agreement; (iii) discrepancies that do not significantly impair or affect the operation of the Software; (iv) Deliverables (as defined below), (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.

- (c) For the avoidance of doubt, updates to the Software are subsequent releases to the standard Cvent products, excluding Deliverables. Cvent reserves the right to charge Customer for any reintegration work required to make Deliverables compatible with future versions/releases.
- (d) It is Customer's responsibility to ensure that all appropriate users receive initial training services sufficient to enable Customer to effectively use the Software, as applicable. 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. Cvent further reserves the right to suspend or discontinue Support hereunder (without terminating this Agreement) in the following circumstances: (i) Customer's requests for Support are overly excessive or duplicative of prior requests for issues that have already been addressed by Cvent; (ii) Customer's requests relate to the general use of the Services that are addressed via Cvent's training tools and resources or which a person, using reasonable efforts, can perform after completing the Cvent's training tools or resources; or (iii) Customer is abusive or offensive toward Cvent's personnel.

4.4 Professional Services

- a) Cvent will perform the mutually agreed upon Professional Services for Customer described in one or more SOW or Order Forms as the parties may agree to in writing from time to time. For purposes of this Agreement, "**Professional Services**" shall mean data conversion, data mapping, implementation, site planning, configuration, integration and deployment of Service, training, project management and other consulting services. Each Order Form or SOW, once executed by the authorized representatives of the parties, shall become a part of the Agreement. Either party may propose a change order to add to, reduce or change the Professional Services ordered in the Order Form or SOW. Each change order shall specify the change(s) to the Professional Services or deliverables, and the effect on the time of performance and on the fees owed to Cvent, due to the change. Once executed by both parties, a change order shall become a part of the Order Form or SOW.
- b) Ownership and Limited Right. All intellectual property rights in the results of the Professional Services including (without limitation) all deliverables, contents, documentation, training materials, modifications and all intellectual property embodied herein (collectively, the "**Deliverables**") shall vest solely and absolutely in Cvent or its licensors. Cvent grants Customer, subject to timely payment of applicable fees and charges, and subject to the restrictions set forth in Section 3.1 hereof, a personal, nonexclusive, non-transferable right to, for the Term, use the Deliverables provided under Professional Services solely in connection with its use of the Service.

4.5 Insurance

- a) Cvent shall take out, pay for and maintain during the entire period that it is providing Service hereunder:
 - i. Workers' Compensation coverage as required by law and Employers' Liability Insurance in the amount of not less than \$1,000,000.00 per accident or illness;
 - ii. commercial general liability insurance under a comprehensive coverage form of policy in amounts of not less than \$1,000,000.00 for each incident and \$2,000,000.00 aggregate;

- iii. comprehensive business automobile liability Insurance, covering the ownership, maintenance and operation of any automobile equipment, owned, hired or non-owned in an amount not less than \$1,000,000.00 for each incident; and
 - iv. professional liability/errors and omissions coverage in amounts of not less than \$5,000,000.00 for each incident and aggregate.
- b) Cvent will notify Customer within sixty (60) days of any cancellations or decrease that would cause its insurance limits to fall below the insurance requirements detailed in this section.

5.0 SECURITY: STANDARDS, SAFEGUARDS AND AUDITS:

5.1 Payment Cards

Cvent shall establish and maintain safeguards against the destruction, loss or alteration of payment cards which 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).

5.2 Personal Data

Cvent shall establish and maintain commercially reasonable safeguards against the unauthorized destruction, disclosure or alteration of Customer personal data which is in the possession of Cvent).

5.3 Security

Customer will not: (a) breach or attempt to breach the security of the Service or any network, servers, data, computers or other hardware relating to or used in connection with the Service, or any third party that is hosting or interfacing with any part of the Service; or (b) use or distribute through the Service any software, files or other tools or devices designed to interfere with or compromise the privacy, security or use of the Service or the operations or assets of any other customer of Cvent or any third party. Customer will comply with the user authentication requirements for use of the Software. Customer is solely responsible for monitoring its authorized users’ access to and use of the Software. Cvent has no obligation to verify the identity of any person who gains access to the Software by means of an access ID. Any failure by any authorized user to comply with the Agreement shall be deemed to be a material breach by Customer, and Cvent shall not be liable for any damages incurred by Customer or any third party resulting from such breach. Customer must immediately take all necessary steps, including providing written 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.

5.4 Security Audits

Not more than once in any two (2) year period during the Term of the Agreement, Customer may at its sole expense audit Cvent’s performance of its security obligations under this Agreement. Customer shall give Cvent at least sixty (60) days prior written notice of any intended audit, and Cvent shall use commercially reasonable efforts to provide or procure for Customer access to information, facilities and materials reasonably required to undertake the audit. Any and all third party auditors engaged by Customer shall be subject to the pre-approval of Cvent and the execution of a reasonable confidentiality agreement with Cvent restricting disclosure of Cvent’s confidential information. All audits shall be conducted in accordance with Cvent’s security requirements and a mutually agreed upon audit plan.

5.5 Incident Notification and Response

- a) Cvent will promptly notify Customer (but in no event sooner than forty-eight (48) hours after incident confirmation by Cvent) of any information security incidents involving the unauthorized disclosure of any personally identifiable Customer Data while maintained by Cvent (a “**Security Incident**”).

The notice shall include the approximate date and time of the occurrence and a summary of the relevant facts, including a description of measures being taken to investigate and address the Security Incident.

- b) The parties agree with respect to any Security Incident that:
 - (i) Customer shall make the final decision on direct notifying Customer's impacted event registrants (whether clients, employees, or other third parties) of such Incident, and
 - (ii) Vendor shall promptly investigate the cause of such Incident and shall at its sole expense take all reasonable steps to: (a) mitigate any harm caused to affected individuals, (b) prevent any future reoccurrence, and (c) comply with applicable data breach notification laws including the provision of credit monitoring and other fraud prevention measures.

6.0 GENERAL TERMS AND CONDITIONS:

6.1 Indemnification

- a) By Cvent:
 - i. During the Term of this Agreement and provided that Customer is then not in material default of this Agreement, Cvent shall indemnify, defend and hold Customer harmless against any and all damages finally awarded against Customer by a court of competent jurisdiction, or agreed to in a written settlement agreement signed by Cvent, arising out of any claim or lawsuit by a third party (a "**Claim**") against Customer to the extent such Claim alleges that the use of the Software by Customer in accordance with the terms of this Agreement, infringes any U.S. patent, copyright or federally registered trademark, or misappropriates a trade secret of a third party.
 - ii. If Customer's use of the Software under the terms of this Agreement is enjoined or Cvent determines that such use may be enjoined, then Cvent may, at its sole option and expense, either:
 - (1) procure for Customer a license to continue using the Software in accordance with the terms of this Agreement;
 - (2) replace or modify the allegedly infringing Software to avoid the infringement; or
 - (3) terminate the subscription right and access to the corresponding Software and refund any prepaid unused fees as of the date of termination.
 - iii. Notwithstanding the indemnity obligations specified under this paragraph or anything to the contrary under this Agreement, Cvent shall have no defense or indemnification obligation or other liability for any Claim arising from:
 - (1) use of the Software other than in accordance with this Agreement;
 - (2) modification of the Service by any party not under the supervision or control of Cvent;
 - (3) the combination of the Software with any materials contributed by Customer or any third parties if the Software would not infringe without such combination;
 - (4) any third party products, services, hardware, software or other materials; or
 - (5) any obligation of Customer to defend or indemnify Cvent hereunder.
- b) By Customer:
 - i. Customer shall indemnify, defend and hold Cvent harmless against any and all damages finally awarded against Cvent or a Cvent subsidiary by a court of competent jurisdiction, or agreed to in a written settlement agreement signed by Customer, arising out of any Claim against Cvent or a Cvent subsidiary to the extent such Claim: (1) arising from any of the

- exclusions set forth in Section 6.1(a)(iii); (2) alleges that the use of any Customer-Provided Content by Cvent or a Cvent subsidiary in accordance with the terms of this Agreement (including, for avoidance of doubt, the distribution of Customer-Provided Content to event attendees, guests, invitees and other third parties via the Software's email, web and/or mobile application platforms, which Customer acknowledges is its intention) infringes any patent, copyright or registered trademark, misappropriates a trade secret, or violates a privacy or publicity right of a third party; or (3) arising from any breach of Section 3.2(c) by Customer or end-user, including any violations of the U.S. State Department or U.S. Treasury Department's Office of Foreign Assets Control ("OFAC") statutory requirements.
- ii. If Cvent's use of the Customer-Provided Content under this Agreement is enjoined or Cvent determines that such use may be enjoined, then Cvent may remove or otherwise take down such Customer-Provided Content from the Service at any time in its discretion, and Customer will, at its sole option and expense, either:
 - (1) procure for Cvent a license to continue using the Customer-Provided Content in accordance with the terms of this Agreement;
 - (2) replace or modify the allegedly infringing Customer-Provided Content to avoid the infringement; or
 - (3) cease all use of the Customer-Provided Content that is the subject of the Claim.
 - iii. Notwithstanding the indemnity obligations specified under this paragraph or anything to the contrary under this Agreement, Customer shall have no defense or indemnification obligation or other liability for any Claim arising from:
 - (1) use of the Customer-Provided Content by Cvent other than in accordance with this Agreement;
 - (2) modification of the Customer-Provided Content by Cvent (other than formatting or similar changes necessary to make such content compatible for use with the Software);
 - (3) combination of the Customer-Provided Content with any materials contributed by Cvent or any Cvent subsidiary if the Customer-Provided Content would not directly infringe without such combination; or
 - (4) any obligation of Cvent to defend or indemnify Customer.

(c) Indemnification Process

If any Claim shall be brought against a Party ("Indemnified Party") in respect to which indemnity may be sought from the other Party ("Indemnifying Party") pursuant to this Section 6.1, the Indemnified Party shall promptly notify the Indemnifying Party in writing, specifying the nature of the Claim and such relief as is sought therein. The Indemnifying Party may, at its sole discretion, at any time upon written notice thereof to the Indemnified Party undertake to conduct all proceedings or negotiations in connection therewith, assume the defense thereof, and if it so undertakes, it shall also undertake all other required steps or proceedings to settle or defend any such action, including the employment of counsel. In such an event, the Indemnified Party shall cooperate with the Indemnifying Party in all reasonable respects in connection with the defense of any such action. The Indemnified Party shall have the right to employ separate counsel and participate in the defense thereof at its own expense.

6.2 Limitation of Liability

- a) EXCEPT WHERE PROHIBITED BY APPLICABLE LAW (INCLUDING ANY COMMON LAW OR OTHER JUDICIAL PROHIBITION ON LIMITATIONS OF LIABILITY FOR WILLFUL MISCONDUCT OR FRAUD, NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR: (I) ANY DAMAGES CAUSED BY THE OTHER PARTY'S FAILURE (OR BY THE FAILURE OF THE OTHER PARTY'S CLIENTS, INVITEES, EMPLOYEES, AGENTS, AFFILIATES OR SUPPLIERS) TO PERFORM THEIR RESPONSIBILITIES; OR (II) ANY LOST PROFITS, LOSS OF BUSINESS,

BUSINESS INTERRUPTION, COST OF COVER, LOSS OF USE, LOSS OF DATA, LOST SAVINGS, OR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR OTHER INDIRECT DAMAGES OF ANY KIND IN CONNECTION WITH THIS AGREEMENT, ANY ORDER FORM, OR THE SERVICES PERFORMED HEREUNDER, WHETHER ALLEGED AS A BREACH OF CONTRACT OR TORTIOUS CONDUCT, INCLUDING NEGLIGENCE, OR BASED ON ANY OTHER CAUSE OF ACTION, REGARDLESS OF WHETHER A PARTY WAS AWARE OF THE POSSIBILITY OF SUCH DAMAGES.

- b) EACH PARTY'S LIABILITY UNDER THIS AGREEMENT SHALL BE LIMITED TO THE OTHER PARTY'S ACTUAL, DIRECT DAMAGES AWARDED BY A COURT OF COMPETENT JURISDICTION OR AGREED TO IN A WRITTEN SETTLEMENT, NOT TO EXCEED (IN THE AGGREGATE FOR ALL CLAIMS) THE TOTAL FEES AND COSTS PAID BY CUSTOMER UNDER THE APPLICABLE ORDER FORM(S) DURING THE ONE (1) YEAR PERIOD PRECEDING THE INCIDENT GIVING RISE TO LIABILITY, EXCEPT:
 - i. LEGAL DEFENSE AND COURT COSTS AND DAMAGES PAYABLE FOR ANY INDEMNIFIED CLAIMS UNDER SECTION 6.1(a)(i)(A) OR 6.1(b) (INDEMNIFICATION) OF THIS AGREEMENT;
 - ii. CUSTOMER'S PAYMENT OBLIGATIONS UNDER THE APPLICABLE ORDER FORM(S); OR
 - iii. IF NO FEE IS PAID TO CVENT, IN WHICH CASE CVENT DOES NOT RETAIN ANY LIABILITY.

- c) NOTWITHSTANDING ANY PROVISION TO THE CONTRARY IN THIS AGREEMENT, CUSTOMER ACKNOWLEDGES AND AGREE THAT USE OF THE SERVICES OR THE CVENT SYSTEM TO TRANSMIT, PROCESS OR STORE "**HIGH RISK PERSONAL INFORMATION**" (AS DEFINED BELOW) IS UNNECESSARY FOR USE OF THE SERVICES AND THEREFORE CVENT SHALL HAVE NO INDEMNIFICATION OBLIGATION OR OTHER LIABILITY UNDER THIS AGREEMENT FOR ANY SUCH USE OF THE SERVICES BY CUSTOMER, ITS AFFILIATES OR REPRESENTATIVES. "HIGH RISK PERSONAL INFORMATION" SHALL BE DEFINED AS (A) SOCIAL SECURITY NUMBERS, PASSPORT NUMBERS OR OTHER GOVERNMENT ISSUED ID NUMBERS, AND DATE OF BIRTH; (B) HEALTH OR MEDICAL INFORMATION (OTHER THAN DIETARY PREFERENCES OR MEDICAL CONTACT INFORMATION, WHICH SHALL NOT BE DEEMED HIGH RISK PERSONAL INFORMATION); (C) FINANCIAL ACCOUNT INFORMATION (OTHER THAN PAYMENT INFORMATION ENTERED SECURELY USING CVENT'S ONLINE PAYMENTS MODULE, WHICH SHALL NOT BE DEEMED HIGH RISK PERSONAL INFORMATION); AND (D) OTHER INFORMATION WHICH 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, NONE OF WHICH SHALL BE DEEMED HIGH RISK PERSONAL INFORMATION).

- d) THESE LIMITATIONS OF LIABILITY WILL SURVIVE AND APPLY NOTWITHSTANDING THE FAILURE OF ANY LIMITED OR EXCLUSIVE REMEDY FOR BREACH OF WARRANTY SET FORTH IN THIS AGREEMENT.

6.3 Confidentiality

- a) Each Party shall maintain the confidentiality of all information and data of the other and its affiliates and, in the case of Customer, its clients, that is marked as confidential or which ought reasonably to be regarded as confidential, that it collects, receives or processes in connection with this

Agreement and shall not directly or indirectly copy, release, disclose, divulge or permit access to any such confidential information without the prior written consent of the other party.

- b) Both Parties may use and copy such confidential information as is necessary to perform their obligations under this Agreement and for no other purpose except that Cvent may use Customer's Confidential Information for purposes other than the provision of Service only in an aggregated, anonymized form, such that Customer is not identified. Both parties may disclose such confidential information to their employees and Customer may disclose to its affiliates, both on a "need-to-know" basis, provided that both parties shall ensure that any such employees or affiliates are subject to obligations of confidentiality with similar effect to this section. Cvent may also disclose Customer's Confidential Information on a need to know basis to its subcontractors who are providing all or part of the Service.
- c) The restrictions in this section "Confidentiality" do not apply to any information which:
 - i. at the time of disclosure or thereafter is generally available to and known by the public or any third party (other than as a result of an unauthorised disclosure directly or indirectly by the non-disclosing party),
 - ii. was or becomes available to the non-disclosing party on a non-confidential basis from a source other than the disclosing party,
 - iii. has been independently acquired or developed by the non-disclosing party without violating any of its obligations under this Agreement.

Recipient may disclose Confidential Information pursuant to the requirements of a governmental agency or operation of law, provided that it gives Discloser reasonable advance notice sufficient to contest such requirement of disclosure, unless it is prevented from providing such notice by the government agency or operation of law.

- d) The obligations of Cvent set forth in this Section 6.3 shall not apply to any suggestions and feedback for product or service improvement, correction, or modification provided by Customer in connection with any present or future Cvent product or service, and, accordingly, neither Cvent nor any of its clients or business partners shall have any obligation or liability to Customer with respect to any use or disclosure of such information.
- e) The Parties hereby acknowledge and agree that any existing non-disclosure agreement entered into by the parties is hereby superseded and replaced by the terms contained in this Agreement.

6.4 **Laws and Disputes**

This Agreement will be governed by, construed and enforced in accordance with the laws of the Commonwealth of Virginia, USA applicable to contracts made and performed wholly within Virginia without regard to any conflict of law principles. The parties agree that the provisions of the United Nations Convention on Contracts for the International Sale of Goods do not apply to this Agreement. In the event of any controversy, dispute, or claim arising out of, or relating to, this Agreement or the relationship between the Parties, then prior to proceeding as set forth below, each Party shall first provide prior written notice of such to the other Parties and request a meeting to discuss such controversy, dispute or claim. The Parties shall mutually agree to a time and place for such meeting (which may be conducted via teleconference), provided such meeting shall take place no later than fourteen (14) days after the date of such request. Each Party shall ensure that appropriate level of management shall participate in this meeting, provided each Party shall be represented by at least one employee that is at the director level or higher. If a resolution is not reached at the conclusion of this meeting, the Parties agree a second meeting shall be scheduled no later than seven (7) days thereafter, with participation by an employee of at least the Vice President level or higher.

Subject to the foregoing, any controversy or claim arising out of, or relating to, this Agreement (including the enforceability or breach thereof) or relating to the Service shall be finally resolved by arbitration in accordance with

the JAMS Streamlined Arbitration Rules & Procedures (<http://www.jamsadr.com/rules-streamlined-arbitration/>), then currently in effect, by a sole arbitrator.

- a) Notwithstanding the foregoing, the arbitrator shall not be authorized to award punitive damages with respect to any such claim or controversy, nor shall any party seek punitive damages relating to any matter under, arising out of or relating to this Agreement or the Service in any other forum.
- b) If any arbitration or court action is commenced by either party, the substantially prevailing party in that arbitration or action is entitled to recover from the other party its attorneys' fees and costs (including arbitration fees and costs and expert witness fees) incurred in connection therewith.
- c) The arbitration shall be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1-16, and judgment upon the award rendered by the arbitrator may be entered by any court having jurisdiction thereof.
- d) The entire arbitration shall be conducted and concluded in no later than ninety (90) days after service of the arbitration demand.
- e) A written demand for arbitration must be delivered within one (1) year from the date on which the Services to which the claim relates were provided. Failure to comply with this provision shall be a complete bar to any claim.
- f) The place of arbitration will be Cvent's headquarters, located at the following address (or such other headquarters address as Cvent shall subsequently designate in a written notice to Customer): 1765 Greensboro Station Place, 7th Floor, Tysons Corner, Virginia 22102.
- g) Notwithstanding anything set forth herein, if a breach or threatened breach by a Party of any of its obligations under this Agreement would give rise to irreparable harm to the other Party for which monetary damages would not be an adequate remedy, then the other Party hereto shall, in addition to any and all other rights and remedies that may be available to such party at law, at equity or otherwise in respect of such breach, be entitled to seek equitable relief, including a temporary restraining order, an injunction, specific performance and any other relief that may be available from a court of competent jurisdiction, without first exhausting the remedies set forth in this Section 6.4 or any requirement to (i) post a bond or other security, or (ii) prove actual damages or that monetary damages will not afford an adequate remedy

6.5 Notice

Any notice pursuant to this Agreement shall be in writing and shall be deemed to have been duly given:

- a) five (5) business days after the date of mailing if sent by registered or certified U.S. mail, postage prepaid, with return receipt requested;
- b) when delivered if delivered personally or sent by express courier service;
- c) when transmitted if sent by a confirmed facsimile; or
- d) when transmitted via email, provided that the receiving party acknowledges receipt by return email, and that the email clearly states in the subject line that it is intended to give notice under this Agreement. The receipt acknowledgment in the foregoing sentence is not applicable to email circulated by Cvent related to annual invoices for Services and/or intraterm notices sent under the applicable Order Form.

6.6 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 (be that Cvent or another party). 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 will 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

6.7 **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 in the 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. This Agreement will be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns. Any purported assignment or transfer in violation of this Section 6.7 will be void.

6.8 **Entire Agreement**

This Agreement supersedes any prior agreement or understanding between the parties whether oral or written. Any additional or conflicting terms contained in any Customer purchase order, proposal or other document shall be deemed to be rejected by Cvent without need of further notice of objection, even if such document is acknowledged or accepted by Cvent, and regardless of any statement to the contrary which may be contained therein, and shall be of no effect or in any way binding upon Cvent. The provisions of this Agreement shall be deemed severable, and the unenforceability of any one or more provisions shall not affect the enforceability of any other provisions.

6.9 **Force Majeure**

Neither Party will be in default or otherwise liable for any delay in or failure of its performance under these Terms if such delay or failure arises by any reason beyond its reasonable control, including any act of God, criminal acts, distributed denial of service attacks, or any acts of the common enemy, the elements, earthquakes, floods, fires, epidemics, riots, failures or delays in transportation or communications, or any act or failure to act by the other Party, its employees, agents, or contractors. The parties will promptly inform and consult with each other as to any of the above causes that, in their judgment, may or could be the cause of a substantial delay in the performance of this Agreement.

6.10 **Press Releases; Customer List**

Customer may not issue any press release or other public statement regarding the terms or subject matter of any agreement or relationship with Cvent without Cvent's prior written consent. Customer agrees that Cvent may use Customer's name or logo to identify Customer as a customer of Cvent on Cvent's website, in a press release reporting Cvent's financial results, and as a part of a general list of Cvent's customers for use and reference in Cvent's corporate and marketing literature. The permissions granted under this paragraph are revocable by a Party in its reasonable discretion.

6.11 **Waiver.**

The failure of either party at any time to enforce any right or remedy available to it under this Agreement with respect to any breach or failure by the other party shall not be construed to be a waiver of such right or remedy with respect to any other breach or failure by the other party.

6.12 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.

6.13 Severability.

If any of the provisions of this Agreement shall be invalid or unenforceable, such invalidity or unenforceability shall not invalidate or render unenforceable the entire Agreement, but rather the entire Agreement shall be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligations of Customer and Cvent shall be construed and enforced accordingly.

6.14 Relationship of the Parties.

The parties hereto expressly understand and agree that each party is an independent contractor in the performance of each and every part of the Agreement, is solely responsible for all of its employees and agents and its labor costs and expenses arising in connection therewith.