

JEFFERSON COUNTY PUBLIC SCHOOLS

CONTRACT FOR THE PROCUREMENT OF PROFESSIONAL SERVICES

THIS CONTRACT FOR PROCUREMENT OF PROFESSIONAL SERVICES (hereinafter "Contract") is entered into between the JEFFERSON COUNTY BOARD OF EDUCATION (hereinafter "Board"), a political subdivision of the Commonwealth of Kentucky, with its principal place of business at 3332 Newburg Road, Louisville, Kentucky 40218 and Cvent, Inc. (hereinafter "Contractor"), with its principal place of business at 1765 Greensboro Station Place, 7th Floor, Tysons Corner, VA 22102.

WITNESSETH:

WHEREAS, the Board desires to procure the particular services of Contractor, which are more fully defined below; and

WHEREAS, Contractor has held itself out to be competent and capable of performing the services contracted for herein;

NOW, THEREFORE, in consideration of the mutual promises and agreements hereinafter set forth, the Board and Contractor (hereinafter "Parties") agree as follows:

ARTICLE I

Entire Agreement; Amendments

This Contract is the entire agreement between the Parties and supersedes any and all agreements, representations and negotiations, either oral or written, between the Parties before the effective date of this Contract. This Contract may not be amended or modified except in writing as provided in Article VIII. This Contract is supplemented by the Board's Procurement Regulations currently in effect (hereinafter "Regulations") that are incorporated by reference into and made a part of this Contract. In the event of a conflict between any provision of this Contract and any provisions of the Regulations, the Regulations shall prevail. The Cvent Event Cloud Terms of Use are incorporated by reference herein. In the event of a conflict between the Cloud Terms of Use and this Contract, the terms of this Contract shall prevail.

ARTICLE II

Services

Contractor agrees to perform the following services (hereinafter "Services") of a quality and in a manner that is within the highest standards of Contractor's profession or business. The Services are as follows:

Event Registration, Attendee Hub Event App, OnArrival360 Check in and Badging.

The Services a client buys are listed in the SKU table on each Order Form, along with quantities, rates, and the total fees payable. Please see addendum contracts to see the full detailed listing of services.

Subject to the Board making full and timely payment to Contractor of all Fees payable under this Contract, Contractor shall perform all Professional Services in a competent and workmanlike manner in

accordance with the applicable Statement of Work and using personnel with skill and training appropriate to their role.

ARTICLE III Compensation

The Board shall pay Contractor the total amount stated below (hereinafter “Contract Amount”). The Contract Amount shall be paid in a lump sum upon completion of the Services, unless a schedule of progress payments is stated below. The Contract Amount shall be for total performance of this Contract and includes all fees, costs and expenses incurred by Contractor including but not limited to labor, materials, taxes, profit, overhead, travel, insurance, subcontractor costs and other costs, unless otherwise stated below. To receive payment, Contractor must submit an itemized invoice or invoices. If progress payments are authorized, each invoice must specify the actual work performed. If payment of costs or expenses is authorized, receipts must be attached to the invoice.

Contract Amount:	Not to exceed \$2,000,000
Progress Payments (if not applicable, insert N/A):	Upon receipt of itemized invoice
Costs/Expenses (if not applicable insert N/A):	N/A
Fund Source:	Various budget codes

ARTICLE IV Term of Contract

Contractor shall begin performance of the Services on July 1, 2023 and shall complete the Services no later than June 30, 2025, unless this Contract is modified as provided in Article VIII.

ARTICLE V Performance of Services by Contractor

~~The Services shall be performed by Contractor, and in no event shall Contractor subcontract with any other person to aid in the completion of the Services without the prior written approval of the Contract Administrator defined below.~~

Contractor shall appoint one person who shall be responsible for reporting to the Board on all Services performed under the terms of this Contract and who shall be available for consultation with the Contract Administrator.

Contractor is an independent contractor, not an employee. Contractor is responsible for the payment of all federal, state and local payroll taxes and providing unemployment insurance and workers compensation coverage to Contractor’s employees. Contractor shall provide all equipment, materials and supplies necessary for the performance of the Services.

Contractor shall at all times during the term of this Contract comply with all applicable laws, regulations, rules and policies. Contractor shall obtain and keep in force all licenses, permits and certificates necessary for the performance of the Services.

Contractor agrees to hold harmless, indemnify, and defend the Board and its members, agents, and employees from any and all claims or losses accruing or resulting from injury to persons or property occasioned by the negligence of Contractor or its subcontractors acting in performance of the duties as delegated to them by Contractor towards the performance of this Contract. ~~damage, or death of any person, firm, or corporation, including the Contractor himself, in connection with the performance of this Contract. Contractor also agrees to hold harmless, indemnify, and defend the Board and its members, agents, and employees from any and all claims or losses incurred by any supplier, contractor, or subcontractor furnishing work, services, or materials to Contractor in connection with the performance of this Contract.~~ This provision survives termination of this Contract.

Unless waived in writing by the Contract Administrator, Contractor shall maintain during the term of this Contract policies of primary insurance covering the following risks and in at least the following amounts: commercial general liability, including bodily injury, property damage, personal injury, products and completed operations, and contractual, \$1,000,000; and automobile liability, \$1,000,000. Contractor shall furnish to the Contract Administrator certificates of insurance evidencing this coverage and naming the Board as an additional insured. Additionally, Contractor shall maintain workers compensation coverage with limits required by law; and professional errors and omissions coverage with minimum limits of \$1,000,000. Contractor shall furnish certificates of insurance evidencing this coverage to the Contract Administrator.

ARTICLE VI Equal Opportunity

During the performance of this Contract, Contractor agrees that Contractor shall not discriminate against any employee, applicant or subcontractor because of race, color, national origin, age, religion, marital or parental status, political affiliations or beliefs, sex, sexual orientation, gender identity, gender expression, veteran status, genetic information, disability, or limitations related to pregnancy, childbirth, or related medical conditions. If the Contract Amount is paid from federal funds, this Contract is subject to Executive Order 11246 of September 24, 1965 and in such event the Equal Opportunity Clause set forth in 41 Code of Federal Regulations 60-1.4 is hereby incorporated by reference into this Contract as if set forth in full herein.

ARTICLE VII Prohibition of Conflicts of Interest

It shall be a breach of this Contract for Contractor to commit any act which is a violation of the provisions of Article XI of the Regulations entitled "Ethics and Standards of Conduct," or to assist or participate in or knowingly benefit from any act by any employee of the Board which is a violation of such provisions.

ARTICLE VIII Changes

The Board and Contractor may at any time, by mutual agreement set forth in a written addendum, make changes in the definition of the Services; the scope of the Services; and the Contract Amount. The Contract Administrator and Contractor may, at any time, by mutual agreement set forth in a written addendum, make changes in the time within which the Services are to be performed; the schedule of Progress Payments; and mutual Termination of the Contract.

ARTICLE IX
Termination for Convenience of the Board

The Board may terminate this Contract in whole or in part at any time by giving written notice to Contractor of such termination and specifying the effective date thereof, at least thirty (30) days before the specified effective date. The Board shall compensate Contractor for Services satisfactorily performed through the effective date of termination. The Board shall not be entitled to any refund or proration of amounts already paid in the event of a termination under this paragraph.

ARTICLE X
Termination for Default

The Board may, by written notice of default to Contractor, terminate the whole or any part of this Contract, if Contractor breaches any provision of this Contract, or so fails to make progress as to endanger performance of this Contract, and in either of these circumstances, does not cure the breach or failure within a period of five (5) days after receipt of notice specifying the breach or failure. In the event of termination for default, the Board may secure the required services from another contractor. If the cost to the Board exceeds the cost of obtaining the Services under this Contract, Contractor shall pay the additional cost. The rights and remedies of the Board provided in this Article shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

ARTICLE XI
Disputes

Any differences or disagreements arising between the Parties concerning the rights or liabilities under this Contract, or any modifying instrument entered into under Article VIII of this Contract, shall be resolved through the procedures set out in the Regulations.

ARTICLE XII
Contractor's Work Product

~~Unless waived in writing by the Contract Administrator, the Board shall retain ownership in and the rights to any reports, research data, creative works, designs, recordings, graphical representations or other works of a similar nature (hereinafter "Works") produced or delivered by Contractor under this Contract. Contractor agrees that the Works are "works for hire" and Contractor assigns all right, title and interest in the Works to the Board.~~

~~Any reports, information, data, etc. given to or prepared or assembled by Contractor under this Contract shall not be made available to any individual or organization by Contractor without the prior written approval of the Board. Provided, nothing in this Article may be used to violate the provisions of any Kentucky or Federal statute or regulation which requires reporting of information.~~

ARTICLE XIII
Contract Administrator

The Board shall appoint a Contract Administrator for the purposes of daily administrative decision-making pertaining to the Contract. If Contractor and the Contract Administrator disagree on any circumstance or set of facts pertaining to the administration or execution of this Contract, the Board shall resolve the matter after notification by either the Contract Administrator or the Contractor in the manner

prescribed by the Regulations. If the Board fails to give notice to Contractor of the appointment of a Contract Administrator, the Contract Administrator shall be the Board's Chief Financial Officer.

ARTICLE XIV Right to Audit

~~The Board shall have the right to inspect and audit all accounting reports, books or records which concern the performance of the Services. Inspection shall take place during normal business hours at Contractor's place of business. Contractor shall retain all records relating to the performance of this Contract for five (5) years after the end of the term of this Contract.~~

ARTICLE XV Miscellaneous

- A. All Articles shall be construed as read, and no limitation shall be placed on any Article by virtue of its descriptive heading.
- B. Any notices or reports by one Party to the other Party under this Contract shall be made in writing, to the address shown in the first paragraph of this Contract, or to such other address as may be designated in writing by one Party to the other. Notices shall be effective when received if personally delivered, or three days after mailing if mailed.
- C. If any part of this Contract is held to be void, against public policy or illegal, the balance of this Contract shall continue to be valid and binding.
- D. This Contract shall be governed and construed in accordance with the laws of the Commonwealth of Kentucky.
- E. No delay or omission by either Party in exercising any right under this Contract shall operate as a waiver of that or any other right or prevent a similar subsequent act from constituting a violation of this Contract.
- F. At all times during the term of this Contract, Contractor shall comply with the Family Educational Rights and Privacy Act of 1974. If Contractor has access to student records, Contractor shall limit its employees' access to those records to persons for whom access is essential to perform this Contract.
- G. If this Contract requires Contractor and/or any employees of Contractor access to school grounds on a regularly scheduled and continuing basis for the purpose of providing services directly to a student or students, all individuals performing such services under this Contract are required to submit per KRS 160.380 to a national and state criminal history background check by the Department of Kentucky State Police and the Federal Bureau of Investigation and have a letter, provided by the individual, from the Cabinet for Health and Family Services stating no administrative findings of child abuse or neglect found through a background check of child abuse and neglect records maintained by the Cabinet for Health and Family Services.
- H. Contractor shall be in continuous compliance with the provisions of KRS Chapters 136, 139, 141, 337, 338, 341 and 342 that apply to the Contractor or subcontractor for the duration of this Contract and shall reveal any final determination of a violation by the Contractor or subcontractor of the preceding KRS Chapters.

IN WITNESS WHEREOF, the Parties hereto have executed this Contract to be effective as of June 28, 2023.

Contractor’s Social Security Number or Federal Tax ID Number:

JEFFERSON COUNTY BOARD OF
EDUCATION

Cvent, Inc.
CONTRACTOR

By: _____

By: _____

Title: Martin A. Pollio, Ed.D.
Superintendent

DocuSigned by:
Maggie Hyland
32104BBC457E4BA
Maggie Hyland
Title: Senior Sales Executive

Cabinet Member: <u>Kim Chevalier</u>	_____ (Initials)
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Jefferson County Public Schools
**NONCOMPETITIVE NEGOTIATION
DETERMINATION AND FINDING**

1. An emergency exists which will cause public harm as a result of the delay in competitive procedures (Only the Superintendent shall declare an emergency.) —
State the date the emergency was declared by the superintendent: _____
2. There is a single source for the items within a reasonable geographic area —
Explain why the vendor is a single source: _____
3. The contract is for the services of a licensed professional, education specialist, technician, or an artist—
State the type of service: Event Management Services of fering support beyond other vendors. (Electronic f ile upload).
4. The contract is for the purchase of perishable items purchased on a weekly or more frequent basis—
State the item(s): _____
5. The contract is for proprietary item(s) for resale: This can include the buying or selling of item(s) by students when it is part of the educational experience —
State the type(s) of item(s): _____
6. The contract is for replacement parts when the need cannot be reasonably anticipated and stockpiling is not feasible — State the item(s): _____
7. The contract or purchase is for expenditures made on authorized trips outside the boundaries of Jefferson County Public Schools —
State the location: _____
8. The contract is for a sale of supplies at reduced prices that will afford Jefferson County Public Schools a savings (Purchase must be approved by Director of Purchasing) —
Explain the logic: _____
9. The contract is for the purchase of supplies which are sold at public auction or by receiving sealed bids—
State the items: _____

I have determined that, pursuant to K.R.S. 45A. 380, the above item(s) should be obtained by the Noncompetitive Negotiation Methods since competition is not feasible.

Kim Chevalier

Print name of person making Determination

ECE

School or Department

Signature of person making Determination

Date

Cvent, Inc.

Name of Contractor (Contractor Signature Not Required)

Requisition Number

Explanation of Noncompetitive Negotiation Methods can be found under K.R.S. 45A.380 and on page 15 in the Procurement Regulations

F-471-1

Revised 05/2011

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Cvent Event Cloud Terms of Use

Last Updated: October 28, 2022

IMPORTANT NOTICE: PLEASE READ THROUGH THESE TERMS CAREFULLY. The following document (these "**Terms of Use**") describes the terms under which Cvent, Inc. ("**Cvent**") offers each individual or entity (hereinafter, "**Customer**") access to its Services through the SaaS Solution.

By accessing the SaaS Solution or any content found on the SaaS Solution, Customer agrees to comply with and to be bound by the Terms of Use, including the policies and guidelines linked to (by way of the provided URLs) from these Terms of Use. If Customer does not understand or agree with these Terms of Use, please do not use the SaaS Solution or the Services.

These Terms of Use are incorporated by reference into each Order Form executed by Customer and Cvent). Cvent may amend these Terms of Use at any time in its sole discretion, effective upon posting the amended Terms of Use at the domain or subdomains of <http://www.cvent.com> (<http://www.cvent.com>) where the prior version of the Terms of Use was posted, or by communicating these changes through any written contact method Cvent has established with Customer.

DEFINITIONS:

"**Agreement**" means collectively these Terms of Use, Order Forms, and all other attachments and exhibits referenced 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. Hello! 🐼 Glad you stopped by—can I be of any help?

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 a 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 3.2.2.

"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.

"Effective Date" means the date the applicable Order Form is executed by both Parties.

"Order Form" means a document, including SOWs, executed by the Parties, which incorporates by reference the Terms of Use, 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 5.1.

"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.

1 PURPOSE AND SCOPE

1.1 **Purpose.** This Terms of Use establishes the general terms and conditions for Cvent's (on behalf of itself and its wholly-owned subsidiaries) provision of the Services to Customer and its affiliates identified on the applicable Order Form. Additional terms for the subscription or use of a specific Service are in the applicable exhibits (each a **"Product Exhibit"**) available at www.cvent.com/en/product-exhibits (<https://www.cvent.com/en/product-exhibits>). Each Product Exhibit is only applicable to the Service identified on that Product Exhibit.

1.2 **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.

1.3 **Order of Precedence.** The terms and conditions of this Terms of Use control to the extent any terms and conditions of this Terms of Use 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 Terms of Use.

1.4 **"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.

2 FEES, TAXES & PAYMENTS

2.1 **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, and if Cvent permits payment via credit or debit card, then unless prohibited by applicable laws 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. Cvent may impose a special handling charge of 3-5% if special invoicing requirements apply (such as EDI, third party systems such as Ariba, or other dedicated invoicing systems). If Customer does not pay the fees or other charges when they are due, then a finance charge of two percent (2%) per month or the maximum rate allowed by law will be assessed.

2.2 **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.

2.3 **Disputed Fees.** Customer may reasonably and in good faith dispute an invoiced amount within thirty (30) days after the invoice date, provided that Customer shall promptly pay the undisputed portion of the invoice pursuant to Section 2.1 and may only withhold payment of the disputed portion until the dispute is resolved. The Parties shall negotiate in good faith to resolve any payment dispute within forty-five (45) days.

2.4 **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 12.4. 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.

2.5 **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.

2.6 **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.

2.7 **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 ten percent (10%) for each year of the Initial Subscription Term. Notwithstanding anything contained herein to the contrary, Professional Services fees are not subject to this Section 2.7.

3 **SERVICES**

3.1 **SaaS Solutions.**

3.1.1 **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.

3.1.2 **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.

3.1.3 **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 products or 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.

3.1.4 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.

3.2 Professional Services.

3.2.1 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.

3.2.2 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.

3.2.3 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.

4 CUSTOMER'S USE

4.1 **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> (<http://www.cvent.com/en/privacy-policy.shtml>) (the "**Privacy Policy**").

4.2 **Restrictions**. Customer shall not (i) license, sublicense, sell, resell, transfer, rent, lease, assign (except as provided in Section 13.6 (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.

4.3 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 4.3.

4.4 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.

4.5 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. 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 Customer's use of the Services within China or in connection with any personal data of Chinese residents or citizens.

4.6 **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.

4.7 **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.

5 **SUPPORT.**

5.1 **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.

5.2 **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.

5.3 **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.docebosaas.com/external/learn/mycourses>
(<https://cvent.docebosaas.com/external/learn/mycourses>).

5.4 **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.

6 **SECURITY STANDARDS AND SAFEGUARDS.**

6.1 **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.

6.2 **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.

6.3 **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 <https://www.cvent.com/en/cvents-data-privacy-agreement> (<https://www.cvent.com/en/cvents-data-privacy-agreement>).

7 **WARRANTIES AND DISCLAIMERS.**

7.1 **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.

7.2 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.

8 **PROPRIETARY RIGHTS**

8.1 **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.

8.2 **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 13.6 (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.

9 CONFIDENTIALITY.

9.1 **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.

9.2 **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 9.

9.3 **Exceptions.** The receiving Party will not be obligated under this Section 9 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.

9.4 **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 9, which will govern all disclosures and exchanges of Confidential Information made by the Parties previously under that agreement.

9.5 **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 INDEMNIFICATION

10.1 **Customer Indemnity.** Customer shall: (a) defend Cvent against any claim or lawsuit by a third party (a "Claim") against Cvent to the extent the Claim results from (i) Customer Data; (ii) Customer's breach of Section 4; or (iii) Customer's breach of Section 13.2; and (b) pay any damages awarded against Cvent for the Claim or any amounts agreed by Customer and the claimant for the settlement of the Claim.

10.2 **Procedures.** The Party seeking indemnity under this Section 10 (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.

11 LIMITATION OF LIABILITY.

11.1 **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 10 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.

11.2 **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.

11.3 **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.

12 **TERM AND TERMINATION**

12.1 **Term.** Unless this Agreement is earlier terminated in accordance with Section 12.3, 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.

12.2 **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.

12.3 **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.

12.4 **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.

12.5 **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.

13 **MISCELLANEOUS**

13.1 **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.

13.2 **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.

13.3 **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.

13.4 **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.

13.5 **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.

13.6 **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 13.6 is void.

13.7 **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.

13.8 **Governing Law.** This Agreement is governed by the laws of the Commonwealth of Virginia without giving effect to its conflict of law provisions. Any dispute must be litigated in the state or federal courts located in Fairfax County, Virginia to whose exclusive jurisdiction the Parties hereby consent. For purposes of establishing jurisdiction in Virginia 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.

13.9 **Entire Agreement; Counterparts.** This Agreement contains 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.

13.10 **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.

13.11 **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 \(mailto:legal@cvent.com\)](mailto: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.

13.12 **Customer List; Press Releases.**

Publicity. Customer agrees that Cvent may identify Customer as a recipient of Services and use its logo in sales presentations, marketing materials and press releases provided that Cvent uses Customer's logo in accordance with Customer's logo guidelines.

13.13 **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.

13.14 **Survival.** Sections 1, 3, 4, 8.2, 9, 10, 11, 12.3, 12.5, and 13 will survive termination of this Agreement.

Contact us:

866.318.4358 (tel:866-318-4358)

[Contact Sales](#)

