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d. No legal action, regardless of form, arising out of this Agreement or relating to the Application or Content, may be brought by you more than one year after you have knowledge of the occurrence which gives rise to the cause of such action.

5. Termination. Cvent may terminate this Agreement at any time at its sole discretion with or without notice to you. Upon any termination, the rights and licenses granted to you herein shall terminate; and upon notice of termination you must cease all use of the Application. Additionally, your rights under this Agreement will terminate automatically if you fail to comply with any term(s) of this Agreement. All provisions which by their nature would reasonably be expected to survive this Agreement will survive this Agreement.

6. Applicable Law; Attorney's Fees. This Agreement is governed by and will be construed in accordance with the laws of the Commonwealth of Virginia. The federal and state courts located within 30 miles of Cvent headquarters in Virginia shall have exclusive jurisdiction and venue to adjudicate any dispute arising out of this Agreement, and you expressly consent to (i) the personal jurisdiction of such courts, and (ii) service of process being effected upon you by registered mail. If any legal action is brought by you against Cvent or its affiliates, directors, officers, employees, agents or customers in connection with the Application, or arising out of this Agreement or any provision hereof, and you are not the prevailing party in such legal action, then you agree to pay the prevailing party's reasonable attorney's fees together with expenses and costs incurred with such action.

7. Assignment. Cvent may assign or transfer this Agreement, in whole or in part, at any time without notice to you. You may not assign this Agreement or any part of it or any rights to use the Application, in whole or in part, to any other party, and any attempt to do so shall be void.

8. Force Majeure. Cvent will not be in default or otherwise liable for any delay in or failure of its performance under this Agreement if such delay or failure arises by any reason beyond its reasonable control, including any act of God, criminal acts, 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 you.

9. Severability. The various provisions and sub-provisions of this Agreement are severable and if any provision or sub-provision is held to be unenforceable by any court of competent jurisdiction then the parties agree to reduce the scope, duration, area or applicability of the term or provision, to delete specific words or phrases, or to replace any invalid, void or unenforceable term or provision with a term or provision that is valid and enforceable and that comes closest to expressing the original intention of the invalid or unenforceable term or provision.