

TERMS OF USE

Cvent, Inc. ("Cvent" or "Company") licenses three (3) software product solutions referred to as: (i) the Supplier Network (ii) Event Management Product, and (iii) Web Survey Product. These solutions may also be referenced in other collateral as System, Tool, Product, Service and other derivations thereof. You are subject to the terms only for the product solution used or purchased by you.

1.0 TERMS APPLICABLE ONLY TO THE SUPPLIER NETWORK

Cost to use the Supplier Network

The Supplier Network is a free online network for meeting and event planners (hereafter called "Users") to search, select, and source meeting and event industry suppliers. Hotels, venues, and companies that provide services to meeting and event planners (hereafter called "Suppliers") can also register for a free Supplier Network account (hereafter called "Basic Listing") to display their venue or service. The Supplier Network also serves as a portal for the transaction of requests for proposals, bid responses and related communications among registered Users and Suppliers.

Suppliers that have a Basic Listing pay no fees or commissions to Cvent for listing their venue or service or for transactions between Suppliers and registered Users through the Supplier Network. Suppliers can upgrade their free Basic Listing by purchasing a marketing package from Cvent. To find more information on buying a marketing package, please contact a Cvent sales representative at 1-866-318-4358.

Responsibilities of the Parties

Registered Users and Suppliers agree (i) to abide by all applicable local, state, national, and international laws and regulations; (ii) not to use the Supplier Network for illegal purposes; (iii) not to impersonate any person or entity or engage in any fraudulent business practice; (iv) not to generate automated, fraudulent or otherwise invalid impressions, inquiries, conversions, clicks or other actions; (v) not to display or transmit any unlawful, harmful, hateful, racially, ethnically or objectionable material of any kind; (vi) not to distribute in any way files that contain viruses, corrupted files, or any other similar programs; and (vii) not to interfere or disrupt the network's functionality.

Users and Suppliers assume all risk in dealing with other members of the Supplier Network and shall be responsible for separately executing contracts with each other and enforcing the terms of payment and other terms governing the transactions originating on the Supplier Network. All communications regarding requests for proposal, related bids, promotions, advertisements and bid responses for products and services on the Supplier Network are between registered User and the applicable Supplier(s). Any dispute regarding any product or service, or failure to provide agreed products and services must be resolved directly between the registered User and the applicable Supplier(s). Cvent is not responsible for any breach by either party of the terms of any transaction or associated transaction-related activities. Cvent does not assume any responsibility for any crime facilitated by the use of the Supplier Network. Cvent may, at its sole discretion, immediately terminate access to the Supplier Network should any registered User's or Supplier's conduct fail to conform to any of these Terms.

Supplier Responsibilities

Supplier agrees that it is solely responsible for its actions, its products, its services, and the content of its transmissions on the Supplier Network. Supplier is solely responsible for messaging, profile content, advertising content, including but not limited to descriptions, trademarks, listings, keywords, data, data feeds and URLs (collectively, "Content"), whether generated by or for the Supplier. Supplier represents and warrants that all Content on the Supplier Network is complete, correct and current. Supplier agrees that all placements of Content have been approved for Cvent's use.

Supplier grants Cvent a limited, non-exclusive right to use its Content (including copyright, trademark, patent, publicity or other rights) for Cvent to operate the Supplier Network (including without limitation any

rights needed to host, cache, route, transmit, store, copy, modify, distribute, perform, display, reformat, excerpt, analyze, and create algorithms from and derivative works of Content) in connection with these Terms.

Registered Users

Registered Users represents that each Request for Proposal submitted is for a valid meeting and that the registered User is authorized to submit the Request for Proposal.

Content and Access

All parties recognize that Cvent and its Partner websites have no control over the quality, compatibility, safety or legality of the products and/or services advertised. The truthfulness, accuracy or completeness of any Content or communication between the parties or the terms and conditions of any transaction between the parties is not Cvent's responsibility. Cvent does not monitor Content or the substance of the communications within the Supplier Network.

Cvent reserves the right to limit access to the Supplier Network based on internal needs. It may decline or revoke access to the Supplier Network without notice. Cvent is not responsible for registered User data within its Supplier Network and relies on registered Users to maintain this information.

Cvent may modify the Supplier Network website display at any time without liability. Cvent also may modify the terms applicable to the Supplier Network at any time without liability. Your use of the Supplier Network after the terms have changed constitutes acceptance of the new terms. Cvent reserves the right, at its sole discretion, to determine all matters concerning the Cvent Supplier Network and may change the format and page placement of all data at any time without prior notice. Cvent may modify or restrict Content provided by Suppliers if such content is found to be in violation of applicable laws of these terms. Cvent is the final authority of what Content is considered appropriate for our websites.

2.0 TERMS APPLICABLE ONLY TO EVENT MANAGEMENT PRODUCT

Event and Online Registration Product: Feature Comparison

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

Administrative	Professional Edition	Enterprise Edition
Online training and online user guides	✓	✓
Unlimited customer support (24 hr M-F, 8:30 AM to 5:30 PM Sa-Su)	✓	✓
Multiple account log-ins (includes distinct access rights)	1*	5*
Internal calendar for planners	✓	✓
Event approval process		✓
Address Book		
Custom contact fields (20)	✓	✓
Group contact management	✓	✓
Unlimited importing/exporting	✓	✓
Search and merge functions	✓	✓
Mailing labels	✓	✓
Address book segmentation		✓
HTTP post page data transfer	Additional fee	Additional fee
API access	Additional fee	Additional fee
Invitations and eMarketing Engine		
Text and HTML emails	✓	✓
Reminder, confirmation, regret, no-show, post-event emails	✓	✓
Custom email messaging and target marketing	✓	✓
Email content analysis tool	✓	✓
Mail-merge fields	✓	✓
Invitation forwarding and email capture	✓	✓

Registration Process		
Registrant (pre-event) questions (75)	✓	✓
Attendee (post-event) questions (75)	✓	✓
Regret questions (75)	✓	✓
Cancellation questions (75)	✓	✓
Session level questions (10)	✓	✓
Guest/bulk registration	✓	✓
Waitlists	✓	✓
Advanced Registration Options		
Multiple registration fees	✓	✓
Optional sessions/tracks	✓	✓
Walk-in registration (kiosk mode)	✓	✓
Registration rules (i.e. you must select 2 sessions to proceed)		✓
Dynamic registration paths		✓
E-commerce		
Online fee collection and automatic refunds	✓	✓
Discounts codes, early bird rates, and partial payments	✓	✓
International currencies	✓	✓
E-commerce gateway account (VeriSign, PayPal, Moneris, Cybersource, etc.)	1*	1*
Assess service fees at check-out	✓	✓
Assign general ledger (GL) codes		✓
Reporting		
80+ standard reports	✓	✓
50+ custom (cross event) reports	✓	✓
Dashboard views of data (list, pie chart, or bar graph)		✓
Parked reports (delivered via email link)		✓
Event Website		
Customized header per event	✓	✓
Maps and driving directions	✓	✓
Sync to calendar	✓	✓
Graphics/documents library	10 MB*	50 MB*
Custom HTML pages	2	12
Events calendar for invitees		✓
Branding Package	Additional fee	Additional fee
Event Logistics and Management		
Name badges (with bar codes)	✓	✓
Table management		✓
To-do list		✓
Budget tracker		✓
Credit tracker		✓
Hotel & Travel module		✓
Meetings management module (inclusive of meeting request forms & workflow)	Additional fee	Additional fee
Integrations		
Passkey (hotel) integration		✓
CliqBook (air travel) integration	Additional fee	Additional fee
GetThere (air travel) integration	Additional fee	Additional fee
Webex integration	Additional fee	Additional fee
Salesforce integration	Additional fee	Additional fee

✓ = Included in base user license * = May purchase additional

Event Management Product: Usage

Irrespective of edition (in either Professional or Enterprise edition), Cvent allows customers to hold up to 100,000 contacts in the Cvent system at any given point in time. Additional contacts may be stored for \$.25 per contact per year. Cvent will allow clients to send up to 500,000 emails per year. Additional emails may be sent for \$.05 per email. Emails that do not include a link to a Cvent event registration process (i.e. email newsletters) will be assessed an additional charge and are not included in either the Professional or Enterprise editions. Contact your Account Executive to purchase additional contact storage or annual emails.



Invitee Credit Card Processing

If you wish to process credit card payments in connection with the Event Product, you must first establish your own merchant bank account and an account with a provider of credit services on the Internet as designated by Cvent. You are responsible for all fees and expenses generated in your merchant bank account. Any refunds or credits must be independently arranged between you and your registrants or your clients' registrants. If you or your client cancels an event for which you have collected fees or if you permit partial or complete refunds, you must maintain sufficient funds in your bank account so that the Event Product may issue such refunds to your registrants. For security purposes, funds collected will not be held by Cvent at any point in this process. All funds will pass from registrant to customer without ever being deposited in accounts controlled by Cvent.

Registrations and Registrants

Your contract may specify a number of registrants allowed for a given service level and or price. You will be billed for any registrations beyond this number at the rate specified in your contract, or the then current rates for overage if none is specified. Except for price, which may differ, you agree that registrations incurred beyond the contracted level will be subject to the same terms.

A Registrant is defined as a person registering via a registration process created within the Cvent system, even if the Registrant was submitted manually through the back end of the system. Guests registered under a Registrant will count as a Registrant for billing purposes. If a person cancels, the initial registration still counts as a Registrant for billing purposes.

You agree that the number of Registrants listed under minimum usage fee in your contract is the minimum number of Registrants you agree to use and pay for per annum. Should you use less than this minimum number, fees due under the contract will not be reduced. Unused registrants will not roll over to another term year.

3.0 TERMS APPLICABLE ONLY TO WEB SURVEY PRODUCT

Web Survey Product: Feature Comparison

Unless your Web Survey Agreement states otherwise, you shall receive the following features with your base edition of the Cvent Survey Product.

Usage Limits	Basic	Premium	Professional	Enterprise
Number of Surveys	2	Unlimited	Unlimited	Unlimited
Survey Responses	Unlimited	Unlimited	Unlimited	Unlimited
Response Availability	Unlimited	Unlimited	Unlimited	Unlimited
Questions Per Survey	Unlimited	Unlimited	Unlimited	Unlimited
Number of Users *	1	2	5	5+
Features				
Anonymous Surveys	✓	✓	✓	✓
Embed Various Media	✓	✓	✓	✓
Real-Time Reporting	✓	✓	✓	✓
Multi Format Export	✓	✓	✓	✓
WYSIWYG HTML Editors	✓	✓	✓	✓
Spam Detector	✓	✓	✓	✓
Unlimited customer support (24 hr M-F, 8:30 AM to 5:30 PM Sa-Su)	✓	✓	✓	✓
Custom Mass Mail-Merge Tags	✓	✓	✓	✓
Question & Response Libraries	✓	✓	✓	✓
Graphical Templates (40+)	✓	✓	✓	✓
Kiosk Mode	✓	✓	✓	✓
Campaign Source Tracking	✓	✓	✓	✓



Advanced Survey Protection	✓	✓	✓	✓
Opt-Out Tracking	✓	✓	✓	✓
Sub Questions	✓	✓	✓	✓
Branch Logic	✓	✓	✓	✓
Skip Logic	✓	✓	✓	✓
Multiple Responses per Contact	✓	✓	✓	✓
Pipe Logic		✓	✓	✓
Cross Survey Reports		✓	✓	✓
Multi-User Rights		✓	✓	✓
Pre-launch Review & Commentary		✓	✓	✓
Presentation Creator		✓	✓	✓
Multilingual Survey Format		✓	✓	✓
Printable Surveys		✓	✓	✓
Import Survey Answers		✓	✓	✓
Launch Approval & Management			✓	✓
Contact Database Segmentation			✓	✓
Advanced Logic			✓	✓
Response-triggered Email Alerts			✓	✓
Multiple Email Campaigns			✓	✓
Configurable Response Scoring			✓	✓
Customizable Export Values			✓	✓
Phone Support (weekend hours)			✓	✓
Parked Reports (results distribution)			✓	✓
Dedicated Account Manager			✓	✓
Salesforce Integration				✓
API Access (integrate w/ other apps)				✓
Custom URL				✓

Partial Features List, subject to Terms of Use

* Additional user seats can be purchased

Web Survey Product: Usage

Cvent allows customers to hold up to 100,000 contacts in the Cvent system for the Basic, Premium and Professional level product offerings. Cvent will allow clients to send up to 500,000 emails per year for the Basic, Premium and Professional level product offerings. Custom pricing for contacts and emails may be provided for the Enterprise survey product offering.

With exception of the Basic package the number of surveys per customer is unlimited. Additional surveys may be launched for \$250 per survey for Basic package clients and excludes test surveys which have no additional cost applied).

Additional user licenses may be purchased for all the survey product offerings for an additional fee.

Contact your Account Executive to purchase additional user licenses, contact storage, annual emails, or additional surveys.

Customer understands that there is a 'heavy launch' algorithm used within Cvent's application to identify large e-mail distribution campaigns that could potentially affect system performance. Cvent's systems will calculate the amount of complex logic, number of questions, number of recipients for all survey launches. If the survey has potential for causing system slowdowns, the 'heavy launch' will be triggered and this will require Cvent support team intervention. Cvent's support team will assist with the launch of the survey within 24-48 hours of this request, typically during non-business hours to ensure there are no issues with the system.

Survey Product: Trial Edition

Cvent reserves the right to limit access to its Survey Product trial edition based on internal needs. Company may decline or revoke access to the trial edition without notice. Cvent is not responsible for Customer data within the trial edition and relies on Customer to maintain separate copies of the data.

4.0 TERMS APPLICABLE TO ALL THREE (3) SOFTWARE PRODUCTS: (i) THE SUPPLIER NETWORK (ii) EVENT MANAGEMENT PRODUCT, AND (iii) WEB SURVEY PRODUCT

Price and Payment

You agree to pay all fees and other charges in accordance with your service agreement ("Agreement"). All fees are due Net 30 from invoice date. If you do not pay the fees or other charges when they are due, then a finance charge of two percent (2%) plus \$100 per month or the maximum rate allowed by law if less will be assessed. Annual fees are charged per annum. As an example, if the contract Term spans three years, you will be charged the annual amount three times.

If you exceed the contracted level of services during the term of your Agreement, you will be charged as specified in your contract, or if not specified, using the then-current rates for the overage. Where no limits for usage of application services are explicitly given in your contract, limits will apply as specified by product earlier in this document. You are responsible for reporting and paying any applicable taxes.

Term

The Term of the Agreement is given on the top of the Agreement itself. If the Term spans several years and the contract specifies Annual Fees, then fees are due in each year of the contract ("Contract Year") or as otherwise specified. The contract will renew at the end of its Term as specified (and not on a per year basis) for another Term, equal to the length of the Term specified in the Agreement. If the Agreement specifies a certain number of surveys, contacts, emails or other billable instances annually, then this limitation pertains to each contract year of the Term, unless otherwise specified. Emails are counted when sent, Contact Records when created, and Surveys when created. Absent an automatic renewal term in your written agreement; if you continue to use the Services beyond your Term, your Agreement will automatically renew for another Term at then-current rates.

Termination

If you become dissatisfied with the Services because of substantial non-performance, you shall give the Company detailed written notice of such dissatisfaction. Cvent shall have thirty (30) days to cure the substantial non-performance after receipt of such notice. If Cvent fails to cure such substantial non-performance, you may terminate this Agreement and Cvent will refund your "TOTAL Annual Fees" on a monthly pro-rata basis starting as of the end of the thirty (30) day cure period, unless calculation of actual usage would lead to a lower refund amount, in which case that calculation will be used.

Either party may terminate this Agreement if (i) the other party breaches any material term or condition and fails to cure within thirty (30) days written notice, or (ii) the other party becomes the subject of a petition in bankruptcy or any proceeding relating to insolvency, liquidation or receivership.

In the event of non-payment by the Customer, Cvent may accelerate and declare all sums due, and to become due under this Agreement, immediately payable without notice or demand. All accelerated future payments due under this Agreement shall be discounted to their net present value at a discount rate of 5% per annum from the day of default. If you fail to pay fees when due, then you shall also be liable for all fees due during the 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.

In the event of non-payment by the Customer, Cvent reserves the right to restrict access to the Services. Customer agrees that such restrictions do not modify the amounts due under their contract.

License Grant

Cvent will provide you with non-exclusive access to the Company's owned and/or leased computer systems and certain proprietary and licensed software and other information (the "Services") as upgraded from time to time. You may use the Services only for purposes of performing your internal business operations or your clients' business operations outsourced to you. You may not use the Services as part of a commercial time-sharing or service-bureau operation or in any other resale capacity.

Responsibilities of Parties

You shall be responsible for the adequacy and accuracy of all data that you furnish to your account and our Company. Even though our Company maintains redundant servers, you are responsible for the back up of your data used in conjunction with the Services.

Cvent provides optional configurable integrations with various external applications, including but not limited to Salesforce and Webex. Cvent is not responsible for any mis-configuration, data corruption or data loss in any external application resulting from the use of such integrations.

Our Company will assign you one or more user IDs and passwords that will enable you to access the Services. You shall take reasonable precautions to protect against theft, loss or fraudulent use of such IDs and passwords. You agree that you will use the Services only for lawful purposes and in accordance with these Terms of Use. You shall not reverse engineer, disassemble or decompile the Services or cause or permit the reverse engineering, disassembly or decompilation of the Services.

Use of Data

Unless we have your permission, Cvent will not disclose or share personally identifiable information collected on our website with any third party (except as required by law or pursuant to a governmental request).

No "Spamming" or Illegal Conduct

You will not use our Services 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. If you use our Services for illegal conduct or to spam, we may terminate your access to the Services and seek immediate legal recourse. We recognize that what constitutes spam is an inexact science, but reserve the right to base our 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. We may also take any self-help remedies necessary to prevent continued violations, including, but not limited to, deleting the contact information from your address book on behalf of those individuals who lodge complaints with our web-hosting company or us. You are still responsible for full payment of your Agreement even if your access to the Services is terminated for spamming or other illegal conduct.

Email messages sent in connection with our survey offerings must contain an "unsubscribe" link that allows subscribers to remove themselves from your email messages. You acknowledge and agree that you will not hide, disable, or remove or attempt to hide, disable, or remove the opt-out link from the email invitation. You will actively manage and process unsubscribe requests received by you directly within ten days of submission, and update your email lists and address books to reflect the unsubscribe requests.

Your messages sent from Cvent 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 you. It also must include your valid physical postal address.

Warranties

THE SERVICES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, AND CVENT DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, CORRESPONDENCE TO DESCRIPTION, FITNESS FOR A PARTICULAR PURPOSE. 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, OR THAT THE SERVERS USED FOR THE SERVICES WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

Limitation of Liability

Our Company liability to you, affiliates, registered agents, assignees, registrants or any third party claims for any recoverable losses or damages arising under any Agreement shall be limited to the amount of your actual direct damages, not to exceed (in the aggregate for all claims) the total annual amount paid under the Agreement during its then-current term. If no fee is paid to Cvent, Cvent does not retain any liability.

IN NO EVENT WILL CVENT OR ANY PERSON OR ENTITY INVOLVED IN THE CREATION, MANUFACTURE OR DISTRIBUTION OF ANY SOFTWARE, SERVICES OR OTHER MATERIALS PROVIDED UNDER THIS AGREEMENT BE LIABLE FOR: (i) ANY DAMAGES CAUSED BY YOUR FAILURE OR THAT OF YOUR CLIENTS, INVITEES, EMPLOYEES, AGENTS, AFFILIATES OR SUPPLIERS TO PERFORM THEIR RESPONSIBILITIES; (ii) ANY CLAIMS OR DEMANDS OF THIRD PARTIES OR (iii) ANY LOST PROFITS, LOSS OF BUSINESS, LOSS OF USE, LOSS OF DATA, LOST SAVINGS OR OTHER CONSEQUENTIAL, SPECIAL, INCIDENTAL, INDIRECT, EXEMPLARY OR PUNITIVE DAMAGES, EVEN IF CVENT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. CVENT WILL NOT BE HELD RESPONSIBLE, OR CONSIDERED TO HAVE FAILED TO MEET ITS OBLIGATIONS UNDER THIS AGREEMENT, IF IT EITHER DELAYS PERFORMANCE OR FAILS TO PERFORM AS A RESULT OF ANY CAUSE BEYOND ITS REASONABLE CONTROL.

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.

Laws and Disputes

This Agreement will be governed by the laws of the Commonwealth of Virginia without regard to any conflict of law principles. Customer and Cvent agree to a venue of the state and federal courts of Arlington, Virginia for all matters arising with respect to the services agreement between the parties. The parties waive their right to a jury trial.

Notice

Any notice pursuant to this Agreement shall be in writing and shall be deemed to have been duly given: (i) five (5) business days after the date of mailing if sent by registered or certified U.S. mail, postage prepaid, with return receipt requested; (ii) when delivered if delivered personally or sent by express courier service; (iii) when transmitted if sent by a confirmed facsimile; or (iv) 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.

Non-solicitation

You agree that you, your organization and affiliates, will not attempt to hire, or assist in hiring anyone currently employed by Cvent, Inc. You further agree that should such a situation occur, Cvent would be caused irreparable harm and be entitled to injunctive relief.



Intellectual Property and Protection of Content for Cvent Supplier Network and Cvent Website

You acknowledge that Cvent or its licensors retain all copyright, trademark, trade secret, patent and other proprietary and intellectual property rights to the Services, and any or all modifications to the Services, related documentation and marketing materials regardless of (i) whether such intellectual property notices appear on the materials or (ii) whether such intellectual property notices have been filed with governmental agencies. Nothing in this Agreement will directly or indirectly be construed to assign or grant you any right of ownership, title or interest in the Services, or any intellectual property rights relating thereto.

All users agree not to disclose to anyone Cvent's trade secrets and that you will not use any of the information available on Cvent's web site to compete against Cvent or reverse engineer our product offerings. No competitors or future competitors are permitted access to our site or information, and any such access by third parties is unauthorized. You agree that you will not copy, record, publish, compile, reproduce, republish, use or resell for any competing commercial purpose any information on our site. In addition, you agree to pay all reasonable attorney's fees and costs incurred in enforcing these provisions.

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 You come across a situation where you suspect that this may not be the case, in accordance with the Digital Millennium Copyright Act (DMCA), we ask that you contact:

Cvent, Inc.
ATTN: General Counsel
8180 Greensboro Drive, Suite 450
McLean, VA 22102
(703) 226 3500
legal@cvent.com

General

Except in the case of a merger, acquisition or sale of substantially all assets, neither party may assign or otherwise transfer any right or obligation set forth in the Agreement without the other party's prior written consent. The Agreement will be binding upon the parties' respective successors and permitted assigns.

The Agreement and this Terms of Use supercede any prior agreement or understanding between the parties whether oral or written. 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.