COMPETITIVE SET REPORT BUSINESS RULES

Property Sample Floor—Competitive sets must include a minimum of five (5) properties, including the primary property, where the primary property is not under common control, ownership, or management with any of the other properties (each a “Property”). For purposes of determining common control, ownership, or management, a competitive set may include two Properties within the same brand where one is a corporate owned and managed Property and the other is a franchisee owned and managed Property.

Brand Variety Threshold — Competitive sets must include at least three (3) different brands.

Rooms Representation Ceiling — No Property may represent more than forty percent (40%) of the total sleeping room supply in the competitive set.

Corporate Representation Ceiling—No single corporate brand (e.g. Double Tree by Hilton, Renaissance Hotels) may comprise greater than fifty percent (50%) of the total sleeping room supply of a competitive set.

RFP Age — For any charts or data related to Property Rates, only RFPs that are more than three (3) months old (i.e., originally sent more than three (3) months prior to the date of Report generation) will be included in the dataset used to generate each Report.

Destination Determination and Exceptions
- All Properties for the competitive set should be within the same MMA, or if not in the same MMA, the MMAs must in similar geographic or competitive markets. For example, Miami Properties may compete against Caribbean Properties for groups interested in a beach destination.
- Properties located in different MMAs must be fairly evenly distributed and within the vicinity of other properties to avoid isolation.
- Exceptions may be made on a case-by-case basis.

Punctuality
- The Property must provide their competitive set thirty (30) days prior to the scheduled initial delivery date.
  - If the Property has not provided their competitive set by this date, Cvent will determine the competitive set to be used for the purposes of the Report for the full Term of this Agreement.
  - Re-creating that month’s Report can be done for a cost equal to one Report delivery ($3,600), subject to the change provision set forth below.

Competitive Set Changes
- Supplier will be entitled to make a change to its primary competitive set, at no additional cost to Supplier, one time during each Term year of the Agreement. Additional changes during the Term year will be subject to additional fees at set forth in this Agreement or as otherwise agreed to in writing by the parties.
- If Supplier wishes to add or remove a Property from a competitive set, it must do so in combination with at least a second change (i.e. there needs to be a minimum of two (2) changes
to the competitive set. *For example, removing a Property, then adding a Property; or adding two Properties or removing two Properties*)

- However, one or more newly constructed (or reflagged) Properties may be added or removed alone, at no additional cost, if the primary Property notifies Cvent within three (3) months of when the newly constructed (or reflagged) Property was added or removed from the Cvent Supplier Network.

**Miscellaneous**

- If at any time during the Term of this Agreement Supplier requests any changes, additional trainings/consultations, or additional deliverables not already included in the Reports, including but not limited to enhancements or modification of data sets (“Additional Deliverables”), additional fees will apply. Prior to the commencement of any work with respect to such Additional Deliverables, the parties shall agree to any such Additional Deliverable Fees in a writing signed by both parties.
- Cvent, in its sole discretion, may reject or disable any competitive set change if, in its reasonable judgment, it threatens the confidentiality of any third party or if Cvent believes or has reason to believe in its sole discretion that a competitive set violates or may violate applicable law.
- Cvent may update or modify these Report business rules at any time upon at least fourteen (14) days’ prior e-mail notice to Supplier. Supplier will have thirty (30) days from the date the e-mail notification is sent to Supplier to provide Cvent with updates or modifications to Supplier’s competitive sets that meet the updated or modified competitive set business rules.
- Supplier agrees to provide Cvent with information concerning the ownership and management of each Property in its competitive set upon choosing such Properties (or within ten (10) days of Cvent’s written request in the event Cvent chooses Supplier’s competitive set), as well as upon making any changes to its competitive set. Supplier agrees to update Cvent within fourteen (14) days of becoming aware of any changes to such management and ownership data. Supplier represents and warrants that the ownership and management data it provides to Cvent is and will continue be accurate for the term of this Agreement.