

ARLINGTON COUNTY, VIRGINIA
OFFICE OF THE PURCHASING AGENT
2100 CLARENDON BOULEVARD, SUITE 500
ARLINGTON, VIRGINIA 22201

CONTRACT AWARD COVERPAGE

TO: CVENT, INC.	DATE ISSUED:	7/1/2020
1765 GREENSBORO STATION PLACE,	CONTRACT NO:	20-773-EP
SUITE 700	CONTRACT TITLE:	CVENT ADVERTISING
TYSONS CORNER, VA 22102		SERVICES

THIS IS A NOTICE OF AWARD OF CONTRACT AND NOT AN ORDER. NO WORK IS AUTHORIZED UNTIL THE VENDOR RECEIVES A VALID COUNTY PURCHASE ORDER ENCUMBERING CONTRACT FUNDS.

The contract documents consist of the terms and conditions of AGREEMENT No. 20-773-EP including any attachments or amendments thereto.

EFFECTIVE DATE: JULY 1, 2020

EXPIRES: JUNE 30, 2021

RENEWALS: N

COMMODITY CODE(S): 9150100

LIVING WAGE: N

ATTACHMENTS:

AGREEMENT No. 20-773-EP

EMPLOYEES NOT TO BENEFIT:

NO COUNTY EMPLOYEE SHALL RECEIVE ANY SHARE OR BENEFIT OF THIS CONTRACT NOT AVAILABLE TO THE GENERAL PUBLIC.

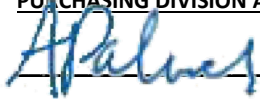
VENDOR CONTACT: BRITTANY BOLTON-SCOTT VENDOR TEL. NO.: (972) 546-1758

EMAIL ADDRESS: BBOLTON-SCOTT@CVENT.COM

COUNTY CONTACT: SCOTT BAKER (ACVS, AED) COUNTY TEL. NO.: (703) 228-0877

COUNTY CONTACT EMAIL: SBAKER@ARLINGTONVA.US

PURCHASING DIVISION AUTHORIZATION



Title Buyer Date July 1, 2020

Customer: Arlington Convention & Visitors Service
Cvent, Inc.

Billing Address:
1100 North Glede Road Suite 1500
Arlington, VA 22201

1765 Greensboro Station Place, 7th Floor
Tysons Corner, VA 22102
Billing Dept. Phone: 703.226.3522
Billing Dept. Email: Receivables@cvent.com

Software, Enhanced RFP Services, Paid Advertising, Analytics, Fees and Usage Totals

Total Price ~~USD 18,813.00~~

Discount **USD 6,621.00**

Total Fees Payable in USD **USD 12,192.00**

Listing Advertisement(s), Software, Services and CONNECT	Quantity	Service Term	Fee
1 Diamond	1	7/1/2020 - 6/30/2021	USD 12,192.00
Supplier Feature-RFP Username-1 Diamond	1	7/1/2020 - 6/30/2021	USD 0.00

Contract Term

The term is 7/1/2020 to 6/30/2021.

Services

The Cvent services set forth herein ("Services"), subject to the applicable Terms of Use located at: <http://www.cvent.com/en/product-terms-of-use.shtml>. This Order Form and applicable Terms of Use, collectively, comprise the "Agreement." The Term and Fees Associated with the Services are as set forth above.

Payment Terms

Annual Upfront by Invoice; Payment due Net 30 from Invoice Date.

Tax/VAT/GST/ABN ID #:

Purchase Order #:

Price does not include sales tax or any other applicable taxes.

Pricing Valid Through: 7/30/2020

Additional Terms

Cvent will provide Supplier online training about how Supplier may maximize the value of its Half-Diamond and 1-Diamond ad purchases, as further set forth at - <https://web.cvent.com/event/6cf81264-18d1-4c82-9cce-99c046bb0006/summary>. Supplier acknowledges and agrees that the training session and all content, materials, ideas, strategies, business plans, processes, opportunities, know-how, and any other information presented during that training, whether oral, written, or in any other media (collectively, "Training Materials"), constitute Cvent's intellectual property, and are proprietary and confidential to Cvent. Notwithstanding anything to the contrary in this or any other agreement between the parties, Cvent agrees to license Supplier's use of the Training Material subject to the Terms of Use, and except for the foregoing limited license, Cvent hereby retains all right, title, and interest to such Training Materials.

By opting into diamond waitlist below, Supplier agrees that during the initial twelve months of this Agreement it is being placed on a waiting list for its metropolitan area for Diamond Ad placements. In the event a three or four Diamond Ad placement becomes available in the Supplier's metropolitan area during such twelve month period and Supplier is then in good standing of this Agreement, Cvent reserves the right at its sole discretion to upgrade Supplier to either a three or four Diamond Ad placement

upon notice from Cvent. In the event of such upgrade, Supplier shall subscribe to such upgraded level for a minimum of twenty-four (24) months and the Term of this Agreement shall be automatically extended for such period for the upgraded Diamond Ad placement only. Supplier agrees to pay the Cvent rates for the first twelve months of the term of the three Diamond at [CURRENCY & 3 DIAMOND LIST PRICE AMOUNT] or the four Diamond at [CURRENCY & 4 DIAMOND LIST PRICE AMOUNT] as applicable; with subsequent twelve months term subject to an 8% increase for either the three or four Diamond from the immediately preceding twelve month period (notwithstanding any different rates then in effect with the franchisor or management company of Supplier's property, if any). Such fees for the upgraded Diamond Ad placement annually are due in advance within thirty (30) days of the date of the invoice from Cvent, provided Cvent shall apply a credit to such fees for the first twelve months in the amount of the fees prepaid for the Diamond Ad placement purchased hereunder prior to the upgrade prorated based on the remaining term of the then current twelve month period. If the Term of this Agreement is for twenty-four months or longer, then Supplier shall have a right to renew its placement on the waiting list for another twelve month period provided it provides written notice of such renewal to Cvent no later than ninety (90) days prior to the expiration of the initial twelve month period for the waiting list. Supplier acknowledges and agrees that this Order Form does not guarantee that its Diamond Ad placement will be upgraded during the Term and notwithstanding anything set forth herein, may not be upgraded at all.

Diamond Waitlist Opt-In Signature

By checking this box and providing your initials signature, you are opting into the diamond waitlist terms as outlined herein.

Billing Contact Details:	Billing Address:	Service Address:
Name: Scott Baker	Street: 1100 North Glede Road Suite 1500	Street: 1100 N. Glebe Road Suite 1500
Title: Marketing Manager	City: Arlington	City: Arlington
Email: sbaker@arlingtonva.us	State: VA	State: VA
Phone: (703) 228-0877	Zip Code: 22201	Zip Code: 22201
	Country: US	Country: US

Cvent Signatory	Customer Signatory <i>Signatory represents that s/he is the authorized to bind the Supplier entity listed above.</i>
Name: Brittany Bolton-Scott	Name: Arlene Palmer
Title: Account Executive, Hospitality Cloud	Title: Buyer
Email: bbolton-scott@cvent.com	Email: ampalmer@arlingtonva.us
Phone:	Phone: (703) 228-3554
Signature: <i>Brittany Bolton-Scott</i>	Signature: <i>APalmer</i>
Date Signed: 07/01/2020	Date Signed: 7/1/2020

TERMS OF USE FOR THE CVENT HOSPITALITY CLOUD

IMPORTANT NOTICE: PLEASE READ THROUGH THESE TERMS CAREFULLY. The following document (these "Terms of Use" or "Terms") describes the terms under which Cvent, Inc. and any of its wholly-owned subsidiaries, including but not limited to Lanyon Solutions, Inc., (individually and collectively, "Cvent") offers each individual or entity (hereinafter, "You" or "Supplier" or "Customer") access to the Cvent Supplier Network services (Group), Lanyon Group, and Cvent Business Transient, Cvent Passkey for Hotels, and Social Tables services (the "Services" or the "Site"). By accessing the Site or any content found on the Site, You agree to comply with and to be bound by the Terms set out below. If You do not understand or agree with these Terms, please do not use the Site.

You may not access the Site or any content on the Site if You are a competitor of Cvent, except with Cvent's prior written consent.

1. Scope of Services

1.1 These Terms apply to the Cvent Supplier Network, Lanyon Group, and Cvent Business Transient services. The Business Transient services are also subject to the supplemental provisions contained in Exhibit A to the Terms, which are attached and made a part hereof.

1.2 Suppliers of meeting space such as hotels and other venues, as well as hotel representation, management or franchise companies acting on behalf of hotels and venues, and other companies that provide services to meeting and event planners (collectively referred to hereafter as "Suppliers") may subscribe to one of the three editions of the Cvent Supplier Network as set forth in the table below,* in accordance with the pricing set forth in the applicable Marketing Package Agreement, Bundle Agreement, or other agreement between Cvent and Supplier for ad placements or other services (each hereinafter an "Order Form")

1.3 The Basic Listing of the Supplier Network allows for the transmission of responses to meeting and event planner requests for proposal ("RFPs") and other related communications among meeting and event planners and Suppliers and includes a basic advertisement to display a Supplier's venue or service (hereafter called "Basic listing"). Suppliers can also upgrade their Basic Listing to one of the higher level of Listings set forth below by purchasing additional forms of paid advertisements (also referred to as "Listings") from Cvent.

1.4 All Listings of the Supplier Network includes all of the functionality and features of the Basic Listing. In addition, a variety of additional functions and features that provide Suppliers with a more robust set of account management and RFP-related tools may be available as set forth below, based on the applicable Listings as designated on the Order Form. Cvent reserves the right to update the below features/terms from time to time in its sole discretion, effective upon posting the amended Terms at the domain or subdomains of <http://www.cvent.com> where the prior version of the Terms was posted or by communicating these changes through any written contact method Cvent has established with Supplier.

Platinum, Elite, Tier 1, Tier 2, Tier 3*

Feature	Basic	Half Diamond	1 Diamond	2 Diamond	3 Diamond	4 Diamond
Inventory	Unlimited	Unlimited	Unlimited	Unlimited	Limited	Limited
Key Details in Overview	✓	✓	✓	✓	✓	✓
Industry Ratings	✓	✓	✓	✓	✓	✓
Amenities	✓	✓	✓	✓	✓	✓
Key Stats for Meeting Space	✓	✓	✓	✓	✓	✓
Meeting Room Capacity Chart	✓	✓	✓	✓	✓	✓
Key Stats for Guest Rooms	✓	✓	✓	✓	✓	✓
Venue Location on Map	✓	✓	✓	✓	✓	✓
Distance from Airport	✓	✓	✓	✓	✓	✓
Parking Info & Costs	✓	✓	✓	✓	✓	✓
Cancellation Policy	✓	✓	✓	✓	✓	✓

Additional Information	✓	✓	✓	✓	✓	✓
Award Information	✓	✓	✓	✓	✓	✓
Virtual Tour	✓	✓	✓	✓	✓	✓
Image on Search Results ("Main Image")	✓	✓	✓	✓	✓	✓
Image on DG ("Listing Image")	✓	✓	✓	✓	✓	✓
Quick View Description ("Listing Description")	✓	✓	✓	✓	✓	✓
Search Ranking Enhancement	None	Least	More than Half Diamond	More than 1 Diamond	More than 2 Diamond	Most
Image Gallery (Qty)	0	5	10	15	30	50
Hero Image	✗	✓	✓	✓	✓	✓
Guest Room Image Gallery	✗	✓	✓	✓	✓	✓
Local Attractions	✗	✓	✓	✓	✓	✓
Profile Description	✗	✓	✓	✓	✓	✓
Floor Plans	✗	✗	✓	✓	✓	✓
Menus	✗	✗	✓	✓	✓	✓
Need Dates	✗	✗	✓	✓	✓	✓
Seasonality	✗	✗	✓	✓	✓	✓
Social Media Links	✗	✗	✓	✓	✓	✓
Additional Materials (Document Library)	✗	✗	✓	✓	✓	✓
Images on Meeting Room Capacity Chart	✗	✗	✗	✓	✓	✓
Meeting Room Drill-in Pages	✗	✗	✗	✓	✓	✓
Promotions	✗	✗	✗	✓	✓	✓
Getting Here	✗	✗	✗	✓	✓	✓
Additional display ads on search results	✗	✗	✗	✗	✓	✓

Professional RFP Management License	Available	Available	Included	Included	Included	Included
Property Users	1	1	1	2	3	5

*Tiers will be determined by Cvent in its sole discretion based upon, among other factors, the geographic location of the Supplier and Cvent reserves the right to update Supplier's classification from time to time.

1.5 The Cvent Business Transient services include the following features and functions: RFP management, demand generation, content management, rate integrity, Business intelligence, and GDS access.

2. Order of Precedence

In the event of any conflict between a provision contained in these Terms of Use and a provision contained in any Order Form, the provisions in the Order Form shall control (provided, however, that the fact that a provision appears in an Order Form but not these Terms of Use, or in these Terms of Use but not the applicable Order Form, shall not be deemed to be a conflict for purposes of this sentence).

3. Price and Payment

3.1 You agree to pay all fees and other charges in accordance with the Agreement. All fees are due net forty-five (45) days from invoice date or as otherwise set forth in the Order Form. If you do 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 if less will be assessed. Payment shall be by check unless otherwise specified on your Order Form. Except where prohibited by applicable laws, if Supplier pays any fees due hereunder via credit or debit card, then Cvent reserves the right to charge Supplier a surcharge of three percent (3%) of the total amount due hereunder, and Supplier hereby consents to such charge being made against the credit or debit card provided by Supplier.

3.2 Supplier may reasonably and in good faith dispute an invoiced amount, that incorrectly lists Services, fees, metrics, excluding overages, other than those listed on the applicable Order Form, within thirty (30) days after receipt, provided that Supplier will promptly pay the undisputed portion of the invoice and will only withhold payment of the disputed portion until the dispute is resolved. The parties will negotiate in good faith to resolve any payment dispute within ninety (90) days.

3.3 If you exceed the contracted level of Services during the Term set forth in the Order Form, You will be charged as specified in your Order Form, or if not specified, using the then-current rates for the overage. You are responsible for all taxes, charges or duties including, without limitation, sales, use, value added, royalty or withholding taxes imposed by a federal, state, provincial, local or other government entity on Services provided under this Agreement, excluding taxes based on Cvent's net income.

3.4 If Customer requests Cvent personnel to travel in conjunction with the Services, then all travel-related expenses, including but not limited to airfare, local transportation, hotel, and daily per diem for Cvent personnel will be charged separately. Cvent's charges (in accordance with Cvent's expense policy) will be invoiced after they are incurred and shall be payable by Customer in accordance herewith.

4. Subscription Right

Subject to these terms and conditions, and any additional terms contained in an Order Form, if any, Cvent will provide You with a worldwide, non-exclusive, non-transferable and revocable subscription right, without the right to grant sublicenses, to access and use the Services, as upgraded from time to time. You may use the Services only for purposes of performing your internal business operations. You may not use the Services as part of a commercial time-sharing or service-bureau operation or in any other resale capacity. Except for the foregoing subscription right, no other rights in the Services are granted to You hereunder, and the Services are and will remain the sole and exclusive property of Cvent and its licensors, if any, whether the Services are separate or integrated with any other products, services or deliverables.

5. Responsibilities of the Parties

5.1 Information and data provided by Supplier through the Cvent System will only be used by Cvent as reasonably required for operating the Site and providing the Services and in accordance with Cvent's Privacy Policy (<http://www.cvent.com/en/privacy-policy.shtml>) and all applicable data privacy laws and regulations (including the EU General Data Protection Regulation (GDPR) (collectively, "Data Privacy Policy and Rules"). You and Cvent agree to comply in all material respects with the Data Privacy Policy and Rules, and to provide such help and cooperation as is reasonably necessary or requested to the other to comply with the same. You acknowledge and agree that if You send or otherwise provide information (including but not limited to RFP data) to others using the Services, the recipients of such information may copy or redistribute such information, for instance by using standard interfaces to transfer data into external systems, by exporting data electronically into files or reports, by printing or other means. For the avoidance of doubt, Customer is responsible for obtaining any legally required consents to process personal data, or to process and transfer data in compliance with any other legally permitted conditions for processing personal data. Furthermore, to the extent Cvent processes Customer Personal Data of Data Subjects located in the EEA or Switzerland on behalf of a Customer or a Customer Affiliate, or Customer or Cvent are otherwise subject to EU Data Protection Laws, the Parties will comply with the provisions in the Data Protection Addendum (<https://www.cvent.com/dpa>).

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

5.3 Supplier is solely responsible for the actions of its employees and agents that use the Services on its behalf, including without limitation to submit, accept, or reject RFPs and for related communications with other users of the Services. Supplier assumes all risk in dealing with other users of the Services and shall be responsible for all communication with each other and if applicable, separately executing contracts with one another. Any dispute regarding any product or service, or failure to provide agreed products and services must be resolved directly between Supplier and such third party(ies). Cvent is not responsible for any breach by either party of the terms of any transaction or associated transaction-related activities.

5.4 Cvent will assign You one or more login IDs and passwords that will enable You to access the Services. Each user ID is unique to the assigned individual and may not be shared with others, including other personnel of Supplier. You shall take reasonable precautions to protect against theft, loss or fraudulent use of such IDs and passwords, and You are solely responsible for any losses arising from another party's use of such IDs and passwords, either with or without your knowledge. Provided You are then in good standing and subject to Section 10.2, Cvent may provide one or more login IDs and passwords to other employees of Supplier or Supplier's parent company but who are not employees of the hotel, motel, resort or short term lodging facility designated on the Order Form and/or employees of a Supplier Affiliate (as defined in Section 9.2) (all of foregoing collectively as, "Above Property Users"). Such additional logins may be subject to an additional charge by Cvent. If You are a hotel, motel, resort, or short-term lodging facility owned or managed by an Above Property User, (each, a "Property User"), You hereby consent to Cvent providing such logins to your account with Cvent to such Above Property Users. If You are an Above Property User, You hereby represent and warrant that You have obtained consent from your Property Users to access such property-level data.

5.5 Upon Supplier's written request made within 30 days after the effective date of expiration or termination of this Agreement, Cvent will, provided Customer is not in breach of any of its obligations under the Agreement and upon Supplier's payment of the applicable fees, make available to Supplier for download a file of Supplier Content in its then current format. After such 30-day period, Cvent shall have no obligation to maintain or provide any Supplier Content and shall thereafter, unless legally prohibited, delete all Supplier Content maintained in its production systems, provided however, that Cvent may retain archival copies of Supplier Content on offline backup media for a reasonable period of time not to exceed two (2) years following expiration or termination of any Order Form.

6. Supplier Responsibilities

6.1 Supplier agrees that it is solely responsible for its actions, its products, its services, and the content of its transmissions on the Services. Supplier represents and warrants that all data, materials and content it provides for use on the Services (the "Supplier Content"), including Supplier Room Data (as defined below), as well as any Supplier-provided video for a Video Ad, is accurate, current, is owned by Supplier or Supplier has the right to grant the license set forth below in these Terms, and that provision and/or use of the Supplier Content hereunder does not violate or infringe the intellectual property, privacy or publicity rights of any third party, and that all placements of Supplier Content have been approved for Cvent's use.

6.2 Notwithstanding anything to the contrary in these Terms or in any Order Form, Supplier hereby acknowledges and agrees that Cvent may use all Supplier Content, including that which is specific to Supplier, for the purpose of creating aggregated and/or a nonymized statistics concerning use of the Services (the "Aggregate Data"). Cvent will be the sole owner of the Aggregate Data and, notwithstanding anything to the contrary, shall be free to use and disclose the Aggregate Data for any commercial purposes including, but not limited to, publicizing usage of the Services, providing information on general industry trends, and providing benchmarking data to Cvent customers. Aggregate Data shall not identify Supplier as the source of any specific piece of data.

6.3 Except as otherwise set forth herein, Supplier retains any and all rights it may possess to Supplier Content provided to Cvent by Supplier through the Services or collected from others by Cvent on behalf of Supplier. Supplier grants Cvent a limited, non-exclusive right and license to (i) use the Supplier Content (including copyright, trademark, patent, publicity or other rights) for Cvent to operate the Services and to disclose the Supplier Content to third-party service providers to operate the Services, and (ii) subject to any applicable third party copyright, trademark or other rights, to use images of Supplier's listings on the Site for the purposes of advertising and promoting Cvent, including without limitation in marketing, training or investment materials. Supplier shall have exclusive control of the Supplier Content which relates to venue description, including but not limited to the Supplier overview, pictures and list of amenities for the venue. Cvent shall cooperate with Supplier to ensure that the Supplier Content is accurate.

6.4 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 Services, 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.

7. No Illegal Conduct or other Prohibited Uses

7.1 You will not use the Services in any manner which exceeds the scope of your subscription under Section 4 (Subscription Right) of these Terms, or which violates your obligations under Section 5 (Responsibilities of the Parties) or Section 6 (Supplier Responsibilities) of these Terms, or for illegal activities (all the foregoing "Prohibited Uses"). If Cvent reasonably believes You are engaged in any Prohibited Uses, we may immediately suspend or terminate your access to the Services and other Services. Cvent may also take any self-help remedies necessary to prevent continued Prohibited Uses, including, but not limited to, deleting the contact information from your address book on behalf of those individuals who lodge complaints with Cvent or Cvent's web-hosting company. You are still responsible for full payment of any fees due and owing pursuant to an Order Form even if your access to the Services is suspended or terminated for Prohibited Uses.

7.2 Supplier represents and warrants that it, its affiliates, and their employees, agents, representatives, and any entity or persons having effective control over Supplier, is not subject to or resident in any country subject to economic or trade sanctions by the U.S. State Department and/or OFAC or are listed as a "Specially Designated National," a "Specially Designated Global Terrorist," a "Blocked Person," or similar designation under the OFAC sanctions regime. Any breach of this section shall be deemed a material breach of this Agreement and Cvent may immediately terminate this Agreement.

8. Supplier Room Data

8.1 Within thirty (30) days of Cvent's request, Supplier and Cvent agree to exchange data concerning all rooms and conference space booked by Supplier through its use of the Services, including but not limited to RFP metrics and room night data ("Supplier Room Data"). Cvent and Supplier agree to work cooperatively and in good faith to ensure the accuracy of the Supplier Room Data and to develop a mutually agreeable operational mechanism to exchange the same on a quarterly or other more frequent basis.

8.2 Supplier hereby acknowledges and agrees that, notwithstanding anything to the contrary in this or any other agreement between the parties, Cvent may share Supplier Room Data with the following third parties having a legitimate need-to-know or having an otherwise valid business purpose for viewing the Supplier Room Data: (i) any authorized Supplier Affiliate, representative, agent, or unaffiliated third party (subject to the third party's execution of a separate non-disclosure agreement with Cvent); and (ii) Supplier's corporate flag entity, management company, ownership group, advertising agency, or individual hotel property.

9. Supplier Affiliates [Intentionally deleted]

10. Content and Access

10.1 Supplier acknowledges and agrees that Cvent and its partner websites, including ratings services and other content-related providers ("Partner websites"), permit Suppliers to upload Supplier Content to the Site and that Cvent has no control over the quality, accuracy, safety, or legality of the products and/or services uploaded by Suppliers. You shall not reverse engineer, disassemble or decompile the Services or cause or permit the reverse engineering, disassembly or decompilation of the Services. All users of Services and visitors to the Cvent websites agree not to use any manual or automated means (of any type) to capture or extract data in bulk from Cvent's websites.

10.2 No competitors or future competitors are permitted access to the Site. You agree that You will not copy, record, publish, extract, scrape, replicate, reproduce, use or resell for any competing commercial purpose any information on the Site. Cvent may, at its sole discretion, immediately terminate access to the Services should any Supplier's conduct fail to conform to any of these Terms.

10.3 Changes. Access is limited to the version of the Services in Cvent's production environment. Cvent may from time to time at its sole discretion update the Services, including but not limited to the display, and reserves the right to add and/or substitute functionally equivalent features in the event of product unavailability, end-of-life, or changes to software requirements without liability except regarding intellectual property rights of Suppliers. Your use of the Services after the terms have changed constitutes acceptance of the updates. Cvent reserves the right, at its sole discretion, to determine all matters concerning the Cvent Services and may change the format and page placement of all data at any time without prior notice. The Services may contain links to third party websites. These linked sites are not under the control of Cvent, and Cvent is not responsible for the content of any linked site.

10.4 Environment. Cvent will provide Supplier online access to and use of the Services via the Internet by use of a Supplier-provided browser. The Services will be hosted on a server that is maintained by Cvent or its designated third-party supplier or data center. Supplier is solely responsible for obtaining and maintaining at its own expense, all equipment needed to access the Services, including but not limited to Internet access and adequate bandwidth.

11. Paid Advertisements

11.1 **General.** For Suppliers that elect to purchase advertising from Cvent, including Diamond Plus and Suggested Ads, Cvent agrees to provide advertising placement during the applicable Term of an Order Form at the rates set forth therein. Eligibility for the Convention and Visitor's Bureau copy feature require purchase of a Cvent Diamond Listing or Marketing Bundle. Supplier's upgraded venue listing(s) will be displayed within the Services during the Term specified in the Order Form provided Cvent has received the necessary Supplier Content in an acceptable format two business days prior to the Term start date. If Supplier Content is received later than that, the advertisements will go live on the Services website two business days following the day Cvent receives the Supplier Content. This will not modify the Term end date. Supplier acknowledges and agrees that Cvent may use the content from Supplier profile in the event that Supplier fails to provide Cvent with Supplier Content prior to the applicable content deadline. Provided that Cvent shall not downgrade Supplier's listing during the Term of the applicable Order Form, Cvent reserves the right, at its sole discretion, to change the number and organization of premium listings in each metropolitan area, as well as the organization and layout of search pages, regional and destination landing pages and other Services pages which may contain supplier advertisements, at any time without prior notice.

11.2 **Suggested Ads.** Suggested Ads are comprised of a package of RFP units and three (3) placements of Supplier's advertising, provided at the rates set forth in the Order Form, and displayed until the earlier to occur of: (a) a click-through of Supplier's Suggested Ad and submission of the RFP through the Cvent Services corresponding to the number of RFP units purchased by Supplier; or (b) upon expiration of the Term set forth in the Order Form. Cvent will provide to Supplier the Suggested Ad placement subject to available inventory at the time the Order Form is mutually executed. The number of RFP units exhausted shall be calculated solely based on records maintained by Cvent. No other measurements or statistics of any kind shall be accepted by Cvent or have any effect under this Agreement. The number of RFP units exhausted will be calculated solely based on records maintained by Cvent and in accordance with the following methodology: (a) a click-through of Supplier's Suggested Ad and submission of the RFP through the Cvent Services = one (1) RFP unit; and (b) a click-through of Supplier's Suggested Ad and submission of the RFP through the Cvent Services and the RFP is awarded to Supplier = the following number of RFP units based on the number of room nights in the awarded RFP:

Number of Room Nights	Number of RFP Unit(s)
0 – 75	1
76 – 150	2
151 – 300	3
301 – 1,000	4
1,001+	5

(each of the foregoing, an "RFP-related Event").

11.3 **Suggested Ads with Booster.** Suggested Ads with Booster are comprised of a package of RFP units and three (3) placements of Supplier's advertising, each with a "booster" which is based upon Supplier's need dates, and which will be displayed until the earlier to occur of (i) the RFP leads purchased by Supplier have been exhausted; or (ii) upon expiration of the Term set forth in the applicable Order Form. Cvent will provide to Supplier the Suggested Ad placement subject to available inventory at the time the Order Form is mutually executed. The number of RFP units exhausted will be calculated solely based on records maintained by Cvent and in accordance with the methodology for Suggested Ads set forth in Section 11.2 above, provided, however, that where the RFP matches the Supplier's need dates, an additional two (2) RFP units will be exhausted. No other measurements or statistics of any kind will be accepted by Cvent or have any effect under this Agreement. In the event that Supplier's account does not contain enough RFP units to allow for the completion of an RFP-related Event, Supplier agrees that Cvent will credit Supplier's account with enough RFP units to complete the transaction and that Cvent will be entitled to charge Supplier for any such credited RFP units. To the extent that Cvent invoices Supplier for any RFP units credited to Supplier's account, Supplier will pay such invoice with forty-five (45) days of its receipt or as otherwise agreed upon by the parties.

11.4 **Diamond and Diamond Plus Ads.** Cvent offers Suppliers Half-, One-Two-, Three-, and Four-Diamond Ad placements, as well as Diamond Plus Ad placements, on the Services. Diamond and Diamond Plus Ads may be configured for desktop and/or mobile browsers and are offered subject to available inventory at the time the Order Form is mutually executed.

11.5 Video Ads. Video Ads are comprised of a specified number of “views” of a Supplier-provided video at the rates set forth in the Order Form and displayed until the earlier to occur of: (a) exhaustion of the views purchased by Supplier or (b) upon expiration of the Term set forth in the Order Form. Cvent will provide to Supplier the Video Ad placement subject to available inventory at the time the Order Form is mutually executed. For purposes of this Agreement, a “view” means fifteen (15) or thirty (30) seconds of viewer “watch time,” depending upon the ad unit purchased. The number of views exhausted shall be calculated solely based on records maintained by Cvent. No other measurements or statistics of any kind shall be accepted by Cvent or have any effect under this Agreement. Cvent is entitled to approve or reject Supplier’s video in its sole and exclusive discretion. Suppliers have the option to target their Video Ads to certain specified locations and to manage views on a monthly basis. Suppliers purchasing a Video Ad will be charged an annual set-up fee, as set forth in an applicable Order Form, which is designed to recover the costs associated with the collection of creative elements, implementation of the video re-targeting, and the monitoring and tracking of Video Ad performance. The annual fee may be waived by Cvent in its sole and exclusive discretion.

11.6 Destination Guide. Supplier agrees to provide the necessary marketing collateral and other creative Supplier Content for each Destination Guide advertisement in accordance with the following rules: (i) content which is to be posted to the Destination Guide on the first day of the month must be received by Cvent not later than the 15th day of the preceding month. (ii) Supplier Content which is to be posted to the Destination Guide on the 15th day of the month must be received by Cvent not later than the last day of the preceding month. In the event Supplier fails to provide the necessary Supplier Content before the applicable deadline, (iii) the Term of the Destination Guide advertisements will not be extended to accommodate the delay; (iv) Supplier will not be entitled to receive a refund of any portion of the applicable fee(s); and (v) the advertisement will be placed in the Destination Guide in the next semi-monthly release. Cvent agrees, upon Supplier’s reasonable request and without additional charge (not more than once quarterly), to upload revised Supplier Content provided by Supplier to a Destination Guide advertisement in connection with a promotional event for a property. Supplier agrees that Cvent may charge a USD \$100 administrative fee for each such request which is more frequent than quarterly, or which is not based on a promotional event. Cvent may charge a professional services fee of USD \$250 per hour (with a two-hour minimum) for the creation of marketing collateral or other creative Supplier Content requested by Supplier.

11.7 Email Newsletter. Supplier agrees to provide the necessary marketing collateral and other creative Supplier Content for each Newsletter advertisement not later than the 15th day of the preceding month prior to publication. In the event Supplier fails to provide such Supplier Content before the deadline, (i) Cvent will exercise commercially reasonable efforts but cannot guarantee placement of the advertisement in the selected edition of the Newsletter; and (ii) where placement is not possible, Supplier will not be entitled to receive a refund of the applicable fee (s), however the advertisement will be wait-listed and placed in the next edition of the Newsletter where advertising space is available.

11.8 Blog. Supplier agrees to provide the necessary marketing collateral and other creative Supplier Content for each Cvent Blog advertisement in accordance with the following rules: (i) Supplier Content which is to be posted to the Cvent Blog on the first day of the month must be received by Cvent not later than the 15th day of the preceding month. (ii) Supplier Content which is to be posted to the Cvent Blog on the 15th day of the month must be received by Cvent not later than the last day of the preceding month. In the event Supplier fails to provide the necessary Supplier Content before the applicable deadline, (iii) the Term of the Cvent Blog advertisements will not be extended to accommodate the delay; (iv) Supplier will not be entitled to receive a refund of any portion of the applicable fee(s); and (v) the advertisement will be placed in the Cvent Blog in the next release.

11.9 DISCLAIMERS. CVENT MAY PROVIDE TO A THIRD PARTY ANY COMPONENT OF A MARKETING PACKAGE OR MARKETING BUNDLE CURRENTLY PROVIDED TO SUPPLIER, SUCH THIRD-PARTY SUBSCRIPTION TO BE EFFECTIVE UPON EXPIRATION OF SUPPLIER’S CURRENT SUBSCRIPTION TERM, PROVIDED THAT CVENT WILL GIVE REASONABLE PREFERENCE TO SUPPLIER FOR SUBSCRIPTION RENEWAL ONLY IF SUPPLIER SIGNS A RENEWAL AGREEMENT SIXTY (60) OR MORE DAYS PRIOR TO EXPIRATION OF THE CURRENT SUBSCRIPTION TERM, AND PROVIDED THAT, AT ANY TIME SIXTY-ONE (61) OR MORE DAYS PRIOR TO EXPIRATION OF THE CURRENT SUBSCRIPTION TERM, IF CVENT PROVIDES NOTICE TO SUPPLIER OF AN OFFER BY A PROSPECTIVE THIRD PARTY, SUPPLIER SHALL HAVE NOT LESS THAN FIVE (5) BUSINESS DAYS FROM THE DATE IT RECEIVES SUCH NOTICE TO SIGN THE APPLICABLE RENEWAL AGREEMENT. SUPPLIER ACKNOWLEDGES THAT CVENT CANNOT COMMIT TO THE VOLUME OF CLICKTHROUGHS OR IMPRESSIONS, OR THE VOLUME OR QUALITY OF RFPs SUBMITTED THROUGH THE SERVICES. CVENT RESERVES THE RIGHT TO REFUSE ANY ADVERTISING CONTENT PROPOSED BY SUPPLIER ON THE BASIS OF LEGAL OR ETHICAL CONCERNS OR IF CONTENT FAILS TO REASONABLY COMPLY WITH CVENT’S CREATIVE POLICIES AND TECHNICAL SPECIFICATIONS <http://www.cvent.com/en/pdf/cvent-creative-tech-specs.pdf>. ALL CVENT ADVERTISING PLACEMENTS ARE SUBJECT TO AVAILABLE INVENTORY.

12. Enhanced RFP Services

12.1 Cvent offers Suppliers various enhanced RFP Services on an ala carte basis, including but not limited to RFP routing and escalation, custom proposal templates, the ability to advertise and respond to special promotions, and other solutions, including RFP Showcase, Cvent Scorecard Reports, and Competitive Set Reports, all of which designed to customize Supplier’s user experience and optimize its results. Any additional terms relating to such enhanced RFP Services will be set forth in the applicable Order Form.

12.2 RFP Showcase. The RFP Showcase is a marketplace for “special” RFPs, enabling meeting planners to discover new venues and for Suppliers to acquire new leads. All Suppliers have the ability to review showcased RFPs, but only those that pay for this feature may respond to showcased RFPs. As further set forth in an Order Form, Suppliers must pay an annual subscription fee in advance (“Subscription Fee”) (with the exception of existing Suppliers that have purchased a One-, Two-, Three- or Four-Diamond placement) and will be required to pre-fund its RFP Showcase account with at least the minimum dollar amount required by Cvent in order to respond to showcased RFPs (“Account Funding Fee”). The amount of funds depleted per RFP response are based upon the RFP type and at the rates set forth in each showcased RFP. When funds in Supplier’s RFP Showcase account have been depleted such that Supplier cannot respond to a showcased RFP, Supplier must refund its RFP Showcase account with another Account Funding Fee payment. The number of RFP responses exhausted, and amount of funds depleted shall be calculated solely based on records maintained by Cvent. No other measurements or statistics of any kind shall be accepted by Cvent or have any effect under this Agreement. Any funds remaining in Supplier’s RFP Showcase account upon the expiration or termination of the Order Form will be forfeited by Supplier.

12.3 Cvent Scorecard and Competitive Set Reports. Cvent Scorecard and Competitive Set Reports (collectively and individually, “Reports”) allow a Supplier to measure the performance of its Cvent-paid advertising, as well as compare its paid advertising performance to other Suppliers’ ads on the Site. [Competitive Set Report Business Rules](#)

12.4 During the applicable subscription term of the Report, as further set forth in the applicable Order Form, Cvent will provide Supplier and its specifically identified permitted users (“Permitted Users”) with a non-exclusive, non-transferable subscription to the access and view the data contained in the Reports.

12.5 The subscription term and the publishing intervals (e.g., one-time, weekly, monthly, etc.) will correspond to the periods listed in the applicable Order Form. If prior to the expiration of a term, one of the parties determines that it does not wish to continue to either provide or receive the Reports, such party will provide the other with at least thirty (30) days prior written notice of its intent not to renew the subscription. However, any fee or portion of a fee that is due and payable shall be paid, and Cvent will not be obligated to refund to Supplier any fee or portion of a fee associated with any unused portion of the subscription term. In addition, Cvent may immediately and without notice terminate the subscription prior to the expiration of a term for any of the following reasons: (a) Supplier is in default of its payment obligations hereunder; or (b) Supplier or a Permitted User breaches any of the terms of this Agreement, in which case Supplier will pay all fees due to Cvent for the entirety of the subscription term, regardless of the amount of time remaining under the subscription term.

12.6 For each competitive set chosen by Supplier, Cvent will aggregate and/or anonymize Supplier's raw RFP data residing within the Services and compare it with equivalent data obtained from other Suppliers' use of the Services. Supplier's determination of and changes to its competitive set will be subject to the business rules and other applicable terms and conditions set forth in the parties' Order Form. Cvent also reserves the right to use and reproduce aggregate portions of Supplier's raw RFP data in its monthly, weekly and daily Reports to which other Suppliers may subscribe. Neither the identity of Supplier, nor the source of any information received, however, shall be revealed by Cvent to any other person except upon written consent of Supplier.

12.7 Except for the subscription provided to Supplier, Supplier has no rights in the Reports and the Reports, and all data contained therein are and will remain the sole and exclusive property of Cvent and its licensors, if any. The Reports and the data contained therein, including the Aggregate Data, are proprietary to Cvent and constitute the Confidential Information of Cvent. Neither Supplier nor its Permitted Users shall copy, distribute or reproduce, or otherwise disclose Cvent's Confidential Information or the data contained in the Reports for any reason, and Supplier shall be liable for any breach of confidentiality by it and its Permitted Users. Supplier will notify Cvent, in writing, of any violations to this provision within ten (10) days after it becomes aware of such violation.

12.8 Multi-Property

During the Term of this Agreement, the Services known as Multi-Property User Access shall be available for use with the Customer properties designated in the list attached hereto. Customer represents and warrants that it has obtained written consent from all such properties to access their data. Provided Customer is then in good standing of this Agreement, Customer may amend the list of such properties by adding properties (who enter into valid management agreements with Customer during the Term of this Agreement and provided the aforementioned consent) or removing properties (who terminate their management agreements with Customer during the Term of this Agreement or who requests Cvent in writing to remove its property from such Service), on condition that the number of properties does not otherwise exceed the contracted amount of properties specified in this Order Form. In the event the addition of Customer properties cumulatively exceeds the number of Customer properties specified in the Order Form, Customer shall pay additional fees for such properties within 30 days of the date of the applicable invoice from Cvent. For the avoidance of doubt, in no event shall the Fees due hereunder be reduced to less than the amount set forth in this Order Form due to the removal of Customer properties from the Services known as Multi-Property User Access.

12.9 Corporate

During the Term of this Agreement, the Services known as CSN RFP Visibility Enterprise/ CSN RFP Visibility Enterprise - Additional User, shall be available for use by Customer for properties owned or managed by Customer or by a third-party subject to a valid franchise agreement with Customer for up to twenty-five (25) authorized users. Additional users shall be subject to payment of additional fees at Cvent's then current rate for such users. Customer represents and warrants that it has obtained written consent from all such properties to access their data. Provided Customer is then in good standing of this Agreement, Customer may amend the list of such properties by adding properties who are acquired by Customer or enter into valid management or franchisee agreements with Customer during the Term of this Agreement (and has provided the aforementioned consent). In addition, Cvent may remove any properties from Customer's use of CSN RFP Visibility Enterprise/ CSN RFP Visibility Enterprise - Additional User, who terminate their management or franchise agreements with Customer during the Term of this Agreement or who requests Cvent in writing to remove its property from such Service. Notwithstanding the foregoing, Customer acknowledges and agrees that if after the Effective Date of this Order Form any third party entity or brand comes to control Customer, comes to be controlled by Customer, or comes to be under common control with Customer, then all such additional properties may only be added to the use of CSN RFP Visibility Enterprise/ CSN RFP Visibility Enterprise - Additional User upon Customer's payment of additional Fees for such properties at Cvent's then current rate for CSN RFP Visibility Enterprise/ CSN RFP Visibility Enterprise - Additional User.

13. Cvent Services Professional Certification

Cvent offers online, public, and private training to Suppliers, which in conjunction with the successful completion of an online examination, will establish the Supplier and/or Supplier's personnel as a certificated Cvent Services venue/user. Online training and examination must be completed within sixty (60) days of registration. Online training is non-cancellable, and all fees paid for online training and examination are non-refundable. Cancellation or other modifications related to public or private training sessions and examinations must be requested at least five (5) business days prior to the existing scheduled training session(s). Supplier may incur additional fees, costs, and expenses arising from such cancellation or modifications and agrees to pay such additional fees, costs, and expenses to Cvent within thirty (30) days of the date of Cvent's written request. The Supplier Certification is valid for two (2) years from the successful completion of the examination. Further details are available at <http://www.cvent.com/EN/certification/supplier-professional.shtml> and Supplier agrees to be bound by the terms and conditions contained therein, which may be modified by Cvent at any time in its sole discretion, effective upon posting the amended terms.

14. Confidentiality

14.1 For purposes of these Terms, "Confidential Information" means any information, regardless of form, proprietary to or maintained in confidence by either party, including, without limitation, any Supplier 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 by either party or on its behalf whether directly or indirectly, orally, visually, or in writing, to the other party or any of its employees or agents.

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

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

14.3 Both parties may use and copy such confidential information as is necessary to perform their obligations under this Agreement and for no other purpose except that Cvent may use Supplier's Confidential Information for purposes other than the provision of Service only in an aggregated, anonymized form, such that Supplier is not identified. Both parties may disclose such confidential information to their employees and Customer may disclose to its affiliates, both on a "need-to-know" basis, provided that both parties shall ensure that any such employees or affiliates are subject to obligations of confidentiality with similar effect to this section. Cvent may also disclose Supplier's Confidential Information on a need to know basis to its subcontractors who are providing all or part of the Service.

- a) The restrictions in this section "Confidentiality" do not apply to any information which:
 - i. at the time of disclosure or thereafter is generally available to and known by the public or any third party (other than as a result of an unauthorized disclosure directly or indirectly by the non-disclosing party),
 - ii. was or becomes available to the non-disclosing party on a non-confidential basis from a source other than the disclosing party,
 - iii. has been independently acquired or developed by the non-disclosing party without violating any of its obligations under this Agreement.

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

14.5 The obligations of Cvent set forth in this Section 14 shall not apply to any suggestions and feedback for product or service improvement, correction, or modification provided by Supplier in connection with any present or future Cvent product or service, and, accordingly, neither Cvent nor any of its clients or business partners shall have any obligation or liability to Supplier with respect to any use or disclosure of such information.

14.6 The Parties hereby acknowledge and agree that these confidentiality terms replace and supersede any separate non-disclosure agreement of other confidentiality provisions to which the parties may have agreed prior or contemporaneous to agreeing to these Terms of Use.

15. Warranties

ALL SERVICES GOVERNED BY THESE TERMS ARE PROVIDED "AS IS" AND "AS AVAILABLE" BASIS. CVENT DISCLAIMS ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. CVENT DOES NOT REPRESENT OR WARRANT BUT WILL MAKE COMMERCIALY REASONABLE EFFORTS TO ENSURE THAT THE SERVICES ARE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, AND THAT THE SERVERS USED FOR THE SERVICES WILL BE FREE OF VIRUSES, OR OTHER HARMFUL COMPONENTS. CUSTOMER ACKNOWLEDGES THAT USE OF OR CONNECTION TO THE INTERNET PROVIDES THE OPPORTUNITY FOR UNAUTHORIZED THIRD PARTIES TO CIRCUMVENT SECURITY PRECAUTIONS AND ILLEGALLY GAIN ACCESS TO THE SERVICES AND SUPPLIER CONTENT. ACCORDINGLY, CVENT CANNOT AND DOES NOT GUARANTEE THE PRIVACY, SECURITY OR AUTHENTICITY OF ANY INFORMATION SO TRANSMITTED OVER OR STORED IN ANY SYSTEM CONNECTED TO THE INTERNET. IN ORDER TO PROTECT SUPPLIER'S CONTENT, CVENT MAY SUSPEND SUPPLIER'S USE OF THE SERVICES IMMEDIATELY, WITHOUT PRIOR NOTICE, PENDING AN INVESTIGATION, IF ANY BREACH OF SECURITY IS SUSPECTED. SUPPLIER ACKNOWLEDGES THAT THE SERVICES AVAILABILITY MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS. CVENT IS NOT RESPONSIBLE OR DEEMED TO BE IN DEFAULT FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS, OR UNAVAILABILITY RELATED TO SUPPLIER'S APPLICATIONS, SUPPLIER CONTENT, OR SUPPLIER'S EQUIPMENT, OR THE ACTS OR OMISSIONS OF ANY USER OF THE SERVICES. SUPPLIER ACKNOWLEDGES THAT CVENT CANNOT COMMIT TO THE VOLUME OF CLICKTHROUGHS OR IMPRESSIONS, OR THE VOLUME OR QUALITY OF RFPs THAT ARE SUBMITTED THROUGH THE SITE.

16. Limitation of Liability

16.1 Cvent shall indemnify, defend and hold Customer harmless against any and all damages finally awarded against Customer by a court of competent jurisdiction, or agreed to in a written settlement agreement signed by Cvent, arising out of any claim or lawsuit by a third party (a "Claim") against Customer to the extent such Claim alleges that the use of the Software by Customer in accordance with the terms of this Agreement, infringes any patent, copyright or federally registered trademark, or misappropriates a trade secret of a third party.

If Customer's use of the Software under the terms of this Agreement is enjoined or Cvent determines that such use may be enjoined, then Cvent may, at its sole option and expense, either: (1) procure for Customer a license to continue using the Software in accordance with the terms of this Agreement; (2) replace or modify the allegedly infringing Software to avoid the infringement; or (3) terminate the subscription right and access to the corresponding Software and refund any prepaid unused fees as of the date of termination.

Notwithstanding the indemnity obligations specified under this paragraph or anything to the contrary under this Agreement, Cvent shall have no defense or indemnification obligation or other liability for any Claim arising from: (1) use of the Software other than in accordance with this Agreement; (2) modification of the Service by any party not under the supervision or control of Cvent; (3) the combination of the Software with any materials contributed by Customer or any third parties if the Software would not infringe without such combination; (4) any third-party products, services, hardware, software or other materials; or (5) any obligation of Customer to defend or indemnify Cvent hereunder.

16.2 Cvent's and its Partner websites' liability to You, Your affiliates, registered agents, assignees, registrants or any third party claims, for claims seeking indemnity, or for any recoverable losses, damages, or litigation and attorneys' fees or costs arising with respect to the Site, these Terms or any Order Form 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 applicable agreement during its then-current contract year at the time of the incident giving rise to liability. If no fee is paid to Cvent, Cvent does not retain any liability. These limitations of liability will survive and apply notwithstanding the failure of any limited or exclusive remedy for breach of warranty set forth in these Terms or any Order Form. The limits of this section do not apply to claims for intellectual property indemnification.

16.3 IN NO EVENT WILL CVENT OR ITS PARTNER WEBSITES BE LIABLE OR INDEMNIFY YOU FOR: (i) ANY DAMAGES CAUSED BY YOUR FAILURE TO PERFORM YOUR RESPONSIBILITIES; (ii) ANY CLAIMS OR DEMANDS OF THIRD PARTIES OR (iii) ANY LOST PROFITS, LOSS OF BUSINESS, BUSINESS INTERRUPTION, LOSS OF USE, LOSS OF DATA, LOST SAVINGS, COST OF COVER OR OTHER CONSEQUENTIAL, SPECIAL, INCIDENTAL, INDIRECT, EXEMPLARY OR PUNITIVE DAMAGES OF ANY KIND IN CONNECTION WITH OR ARISING OUT OF THE FURNISHING, PERFORMANCE OR USE OF THE SITE OR SERVICES PERFORMED HEREUNDER, WHETHER ALLEGED AS A BREACH OF CONTRACT OR TORTIOUS CONDUCT, INCLUDING NEGLIGENCE, EVEN IF CVENT OR ITS PARTNERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

17. Laws and Disputes

All matters with respect to the Site, these Terms and any Order Form will be governed by the laws of the Commonwealth of Virginia, United States of America, without regard to any conflict of law principles, and the parties agree to the sole and exclusive venue of the state and federal courts encompassing Arlington, Virginia for all matters arising with respect to same. The parties waive their right to a jury trial. The provisions of the United Nations Convention on Contracts for the International Sale of Goods do not apply hereunder.

18. Notice

Any notice hereunder 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; (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.

19. Intellectual Property and Protection of Content for Cvent Services and Cvent Website

19.1 You acknowledge that, except for the Supplier Content, Cvent or its licensors retain all copyright, trademark, trade secret, patent and other proprietary and intellectual property rights to the Services (including without limitation to any software and modifications thereto) and to any related documentation and marketing materials, regardless of whether such intellectual property notices (i) appear in the Services or in related documentation or materials, or (ii) have been filed with applicable governmental agencies. The Services and all equipment, infrastructure, websites and other materials provided by Cvent in the performance of Services will at all times remain the exclusive, sole and absolute property of Cvent or its licensors. Subject to these Terms, You may access and use the Services solely for conducting your own business operations or your clients' business operations outsourced to You, and not in any resale capacity.

19.2 Cvent acknowledges that You retain all copyright, trademark, trade secret, patent and other proprietary and intellectual property rights to the information You provide to the Services. You shall retain ownership and control over all of your service marks and trademarks. Nothing in these Terms will directly or indirectly be construed to assign or grant Cvent any right of ownership, title or interest in the information owned by You, or any intellectual property rights relating thereto, except as to display such information within the Services.

19.3 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

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.

Cvent warrants and represents that to the best of its knowledge, Customer's use of the of the Services in accordance with the terms and conditions of this Agreement shall not infringe upon the U.S. intellectual property rights of any third party.

Subscription fees invoiced to the Customer under an applicable Order Form includes all applicable costs arising from Customer's use of the Cvent Services as stated on the applicable Order Form.

20. Event Sponsorship, Exhibition, Attendance; Changes and Cancellations

Cvent reserves the right, in its sole discretion, to change the site, hours, or dates of any event that Supplier has contracted through an executed Order Form to sponsor, appear as an exhibitor, or otherwise attend. Cvent will attempt to notify Supplier of any such changes as far in advance as possible. In the event Supplier wishes to cancel all or part of its participation in the event, Supplier must send notice of cancellation in writing to Cvent at least sixty (60) days prior to the event date. Notwithstanding any such cancellation, Supplier shall be liable for one hundred percent (100%) of the total fees set forth in the Order Form irrespective of the reason for Supplier's cancellation. In the event of cancellation by Supplier, Cvent shall have the right to use Supplier's allocated space/session, as applicable, or rent such space/session to another Supplier. Cvent's re-allocation of Supplier's space/session shall not excuse Supplier from payment of the fees set forth in the Order Form. Cvent reserves the right to cancel the event or to terminate the Order Form for any reason at any time upon reasonable written notice to Supplier. Upon cancellation or termination by Cvent, Cvent's sole liability to Supplier and Supplier's sole and exclusive remedy shall be a refund of the fees paid by Supplier pursuant to the Order Form.

21. Termination

21.1 Cvent or a Paying Supplier party may terminate an Order Form if (i) the other party breaches any material term or condition and fails to cure within thirty (30) days written notice, except for breach of Section 3, which shall have a ten (10) day cure period, or (ii) the other party becomes the subject of a petition in bankruptcy or any proceeding relating to insolvency, liquidation or receivership.

21.2 In the event of your non-payment under any Order Form or other Services agreement: (i) Cvent may accelerate and declare all sums due, and to become due under such Order Form or other Services agreement, immediately payable without notice or demand. (ii) In the event of Customer's failure to pay its invoice in accordance with this Section 3 or as otherwise set forth in an Order Form, Cvent reserves the right to restrict Supplier's access to the Site and downgrade You to a basic listing. Following payment, and subject to availability, the upgraded listing will be reinstated. You agree that such restrictions do not modify the amounts due under your agreement.

22. Force Majeure

Cvent will not be in default or otherwise liable for any delay in or failure of its performance under these Terms if such delay or failure arises by any reason beyond its reasonable control, including any act of God, criminal acts, distributed denial of service attacks, or any acts of the common enemy, the elements, earthquakes, floods, fires, epidemics, riots, failures or delays in transportation or communications, or any act or failure to act by Supplier, its employees, agents, or contractors. The parties will promptly inform and consult with each other as to any of the above causes that, in their judgment, may or could be the cause of a substantial delay in the performance of their respective obligations hereunder. Cvent is not liable for excusable delay.

23. No Third-Party Beneficiaries

These Terms are not intended to, and do not confer any rights, benefits or remedies upon any person other than the parties.

24. Compliance with Anticorruption Laws

24.1 You agree that neither you, nor any officer, director, employee, subsidiary, affiliate, agent, representative or other person working on your behalf in connection with your use of the Site or receipt of any Services, will violate any anti-corruption or anti-bribery laws, statutes and regulations of any country, including, but not limited to, the United States Foreign Corrupt Practices Act of 1977, as amended (the "FCPA") and the UK Bribery Act 2010. You warrant that you will not engage in any bribery, extortion, kickbacks, or other unlawful or improper means of conducting business. You also warrant and covenant that you and your officers, directors, employees, agents and representatives have not violated, and will strictly comply with, the anticorruption or anti-bribery laws, statutes and regulations of any country which makes it unlawful to offer, pay, promise to pay, or authorize the payment of any money, or to offer, give, promise to give, or authorize the giving of anything of value, directly or indirectly, inter alia to a Covered Recipient (defined herein) for a Prohibited Purpose (defined herein). For purposes hereof, "Covered Recipient" means a foreign official (including employees of government-owned or controlled entities), foreign political party (including any official thereof), official or employee of an international public organization, or candidate for foreign political office; and "Prohibited Purpose" means assisting a party to obtain or retain business for or with, to secure an improper advantage, or to direct business to, any person, by:

- a) influencing any act or decision of a Covered Recipient in such Covered Recipient's official capacity;
- b) inducing a Covered Recipient to do or omit to do any act in violation of such Covered Recipient's lawful duty;
- c) securing any improper advantage; or
- d) inducing a Covered Recipient to use such Covered Recipient's influence with a foreign government (or instrumentality thereof) to affect or influence any act or decision of such government (or instrumentality thereof), including entities that are government-owned or controlled.

24.2 You further warrant that you will not engage in any commercial bribery, kickback schemes, or other forms of improper payments to any person, private or public, and agrees that you will not create or submit any false, inaccurate, or misleading invoices or other business documents related to any use of the Site or Services. You will permit, upon request, Cvent reasonable access to your books and records and/or to conduct periodic or ad hoc audits, as Cvent deems necessary. Upon request, you agree to provide Cvent with a written certification attesting your compliance with the foregoing anticorruption requirements.

25. Assignment

Except for assignment to a party's affiliate (any entity which directly or indirectly controls, is controlled by, or is under common control with such party), or in the case of a merger, acquisition or sale of all or substantially all assets not involving a direct competitor of the other party, neither party may assign or otherwise transfer any right or obligation set forth in the Agreement without the other party's prior written consent, not to be unreasonably withheld or delayed.

26. Press Releases; Customer List

You agree that Cvent may use Your organization's name to identify You as a customer of Cvent on Cvent's website, in investor documents (whether or not filed with the Securities and Exchange Commission), and as a part of a general list of Cvent's customers for use and reference in Cvent's corporate

and marketing literature. Additionally, You agree that Cvent may issue a press release identifying You as a Cvent customer, subject to Your prior approval which will not be unreasonably withheld or delayed.

27. Entire Agreement; Severability; Waiver

These Terms supersede any prior agreement or understanding between the parties whether oral or written in relation to its subject matter and may only be modified by a written amendment signed by authorized representatives of each party, except solely in connection with additional purchases under an active Order Form, which may be transacted via email. Any additional or conflicting terms contained in any Supplier purchase order, proposal or other document shall be deemed to be rejected by Cvent without need of further notice of objection, even if such document is acknowledged or accepted by Cvent, and regardless of any statement to the contrary which may be contained therein, and shall be of no effect or in any way binding upon Cvent. The provisions of these Terms shall be deemed severable, and the unenforceability of any one or more provisions shall not affect the enforceability of any other provisions. Cvent's failure to exercise or enforce any right, power or remedy under these Terms shall not operate as a waiver thereof.

28. Transaction Fees

Non-Subscribers:

Should you be awarded a contract related to an RFP received through the Lanyon Group channel, you will owe Cvent a transaction fee. Transaction fees are \$6.90 per room night booked or \$50, whichever is greater. See below for other terms and conditions.

Transaction Fee Agreement

If you are not a Lanyon Group Subscriber, by responding to an RFP through the Cvent channel, you hereby agree as follows:

- a) Your payment obligations with regard to any transaction fees associated with any RFP you receive from Lanyon Group for which you or any of your affiliates or properties you or they own or manage are awarded business shall arise as of the earliest of: (a) the completion of the corresponding meeting or event; (b) usage of any of the sleeping rooms; or (c) when you or your affiliate or property you or your affiliate owns or manages invoices the client for any of the revenue associated with such meeting or event.
- b) It is your obligation, to track and remit payment for any transaction fees associated with any RFP received through the Lanyon Group channel, regardless of whether you received an invoice for such transaction fees from Cvent or otherwise.

ADDITIONAL TERMS AND CONDITIONS FOR CVENT BUSINESS TRANSIENT

Last Updated: September 1, 2019

These Additional Terms and Conditions are legally binding and form an integral part of the Order Form and Hospitality Cloud Terms of Use entered into by and between Cvent and Customer (the "Agreement") to reflect the Parties' agreement with regard to the Customer's subscription and use of the Business Transient services.

RATE AUDIT

Rate Audit (as defined below) shall be performed on up to any of the following GDS (available are: Abacus, Amadeus, Apollo or Galileo, Sabre, and Worldspan) to ensure integrity of the rate loading of Customer's rates for up to the number of hotels in Customer's preferred hotel program as listed in the Order Form for 3 Audit Jobs (as defined below) for each annual period.

Definition of an "Audit": An "Audit" is described as: (i) a single PSEUDO CITY CODE, (ii) a single HOTEL, (iii) a single DATE, and (iv) a single RATE ACCESS CODE. [Note: A PSEUDO CITY CODE can also be referred to as an Office ID or SID]

Customer must provide, and agrees to provide, to Cvent the authority to perform Audits on its behalf by allowing access into Customer's Master PSEUDO CITY CODES in each of the applicable GDS.

In the event that Customer is unable to provide Cvent access to utilize Customer's Master PSEUDO CITY CODES when performing Audits, Customer has the option to utilize Cvent's Master PSEUDO CITY CODES in each GDS. Should Customer select this option, Customer understands and agrees that Cvent's access is only valid and accurate if EACH AND EVERY hotel chain being audited attaches Cvent's PSEUDO CITY CODES to all of the negotiated rate access codes. IF, Cvent's PSEUDO CITY CODES are not attached by the hotel companies then the Audit results will be inaccurate for which Cvent will not be responsible for any such inaccuracies.

Definition of an "Audit Job": An "Audit Job" shall be defined as the initiation and completion of the processing of a single file containing one or more Audits.

Activities Included In the Annual License Fee

- For each annual period, Audits shall be performed in the GDS as elected by Customer, available are:
 - Abacus
 - Amadeus
 - Apollo or Galileo
 - Sabre
 - Worldspan
- For each annual period, Rate Audit report will:
 - 3 Audit Jobs in GDSs as elected by Customer.
 - > Any Audit in excess of the Annual License Metric Volume, as more fully described on the Order Form will be subject to additional annual license fees as Cvent's current rate.
- Customer shall be provided access to Cvent's Rate Audit GUI interface to review audit results.
- Customer shall be responsible for any and all applicable GDS transaction fees and will be billed in arrears by Cvent.
- For each annual period, Cvent will initiate the first full-program audit per Customer request. Cvent shall then utilize the GUI interface to perform up to 2 single follow-up audits per program for failed properties identified in previous audits.
 - o Beginning with the 4th Audit, per program, additional fees shall apply as set forth below.
- "AUDITS" PERFORMED IN EXCESS OF THE PARAMETERS SET FORTH IN THIS EXHIBIT A SHALL BE INVOICED BY CVENT, MONTHLY, IN ARREARS AT THE OVERAGE FEE LISTED IN THE ORDER FORM, PER PROPERTY.
- ADDITIONAL AUDIT AND SET-UP FEES SHALL APPLY IF CUSTOMER ADDS ANY ADDITIONAL PCCS OR GDS TO BE AUDITED DURING THE TERMS SET FORTH IN THIS AGREEMENT.

MARKETPLACE INTELLIGENCE

Customer's Marketplace Intelligence dashboard subscription is limited to the Minimum Annual License Metric, and Customer will be provided subscription access equal to the Minimum Annual License Metrics as defined on the attached Order Form. Excluding any Marketplace Intelligence license subscription which is paid for by Customer using Cvent's online payment and activation site, Customer will provide Cvent with a written list identifying those properties that will be subscribed to the Marketplace Intelligence dashboard ("Original Property List"). Customer may not modify the Original Property List during the Term. Customer may neither assign nor transfer the Marketplace Intelligence license subscription to any property not listed in Original Property List. Customer acknowledges that Cvent cannot activate the Marketplace Intelligence OnDemand Service until Customer provides Cvent with the Original Property List. Upon receipt of the Original Property List, Cvent will provide Customer with a prepaid code. Customer and/or end user will use the prepaid code to select Marketplace Intelligence from Cvent's Supplier Portal. Upon selection, Customer will be prompted to enter at a minimum seven (7) competitor properties ("Competitive Set"). Cvent's selection of the Competitive Set activates the Marketplace Intelligence dashboard.

ADDITIONAL TERMS AND CONDITIONS FOR PASKEY FOR HOTELS

Last Updated: September 1, 2019

These Additional Terms and Conditions are legally binding and form an integral part of the Order Form and Hospitality Cloud Terms of Use entered into by and between Cvent and Customer (the "Agreement") to reflect the Parties' agreement with regard to the Customer's subscription and use of the Passkey for Hotels services.

The following is applicable only to those properties that do not have access to the OnDemand Services as of the Effective Date of the applicable Order Form.

1. Services

Cvent Client Services will onboard Customer by configuring a Passkey account, installing and testing the interface to the designated property's PMS/CRS as applicable, and training users on the basic functionality of the Passkey Service.

2. Deliverables

1. Scheduled calls with the client to review the onboarding process and answer questions about the account set-up
2. Configuration of an account within Passkey, specifically:
 1. Passkey Settings and Defaults
 2. Event Bundles
 3. Attendee Website Templates
 4. Group Campaign Templates
 5. Planner Notification Letter Templates
 6. Smart Alerts
 7. Guarantee/Payment and Attendee Types
 8. Marketing Materials
3. Installation of PMS/CRS interface for GroupLink purposes, as applicable, including testing reservation transfer between Passkey and Customer's PMS/CRS
4. Introductory training comprised of three (3) online instructor-led sessions, totaling eleven (11) hours, and covering the following topics:
 1. Introduction to Passkey
 2. Libraries and Bundles
 3. Creating Events
 4. Going Live
 5. Inventory Management
 6. Website Customization
 7. Planner Experience
 8. Upselling Techniques
 9. Reservation Integrations
 10. Day to Day Management
 11. Office Time

The scope of work does not include:

1. Cvent Professional Services creating events/building groups or managing inventory within Passkey
2. Customized training per property or onsite training. Customer agrees to pay Cvent for any additional training modules, classes or training participants not specifically identified at Cvent's then current rates. Additional fees will include, but may not be limited to, additional training materials, reproduction, additional trainers, and travel and direct expenses for all sessions.

Materials/Information/Resources Required of Client

1. Identification of a lead at the property to be the point of contact throughout the Passkey onboarding process
2. Participation in scheduled calls with the Cvent lead
3. Completion of the Passkey requirements workbook
4. Participation in user acceptance testing to confirm reservations are transferring successfully between Passkey and the property's PMS/CRS
5. Ownership of the scheduling and communication with the PMS vendor for installation, where applicable
6. Identification of appropriate attendees for training, up to six (6) trainees participating in hands-on training
7. Active participation and attendance for the full training course including:
 - a. All attendees at training will have working knowledge of the Internet, Microsoft Word and Excel, know how to cut & paste images and text, and how to use email and attachments prior to attending any training module.
 - b. Provide all attendees with the following:
 - i. Internet connection capable of running WebEx
 - ii. Phones
 - iii. Attendees should bring own computers meeting the following minimum requirements:

Standard	Designation	Version(s)
Operating System	Microsoft Windows	2007/XP/Vista/Server 2003

Browser	Microsoft Internet Explorer	V 9.0 or higher
	Mozilla Firefox	ESR31 (Firefox33) or higher
Software	Microsoft Office Professional	97-SR2/2000-SP3/XP-SP 2
Java Runtime (required for Java map setup)	Sun's Java Runtime Environment plug-in, JRE	Version 1.4.2

Customer will be responsible for any additional direct costs, training cancellation fees, or other charges associated with delays or cancellations in training that result from a failure to provide the Training Requirements.

ADDITIONAL TERMS AND CONDITIONS FOR SOCIAL TABLES PLATFORM

Last Updated: September 1, 2019

These Additional Terms and Conditions are legally binding and form an integral part of the Order Form and Hospitality Cloud Terms of Use entered into by and between Cvent and Customer (the "Agreement") to reflect the Parties' agreement with regard to the Customer's subscription and use of the Social Tables Platform as provided by Social Tables. ("Social Tables"), a wholly owned subsidiary of Cvent, Inc.

Definitions

- **Floor Plans.** Shall mean all renderings of a physical space uploaded to the Customer's instance of the Social Tables Platform in a system supported format (e.g., a PDF, image file, acceptable CAD file or Social Tables' proprietary FPC2 (or later) data file) but excluding Social Tables' proprietary data structure for storing and representing such Floor Plans.
- **Event Sales.** Shall mean the cloud-based presentation layer web pages using Floor Plans provided by Social Tables.
- **Social Tables Platform.** Shall mean the cloud-based event diagramming platform provided by Social Tables, as well as any add-on, optional or enhanced cloud-based products that Social Tables offers as add-ons to the basic platform that are expressly listed on the Order (if any).

Social Tables Platform

- **Social Tables Platform**

Customer's right to access and use the Social Tables Platform commences on the "**Start Date**," which is the later of the date specified in the Order Form or the date an access code for the Social Tables Platform is first provided to Customer. Cvent will provide to Customer access to the Social Tables Platform promptly after receipt from Customer of the necessary details of the initial user associated with the account. This access shall include licenses for the number of users as described on the Order Form (either a fixed number of users or an unlimited number of users). Social Tables reserves the right to change, improve and/or update the Social Tables Platform from time to time in its sole discretion, and to provide such changes, improvements and/or updates to Customer at no additional cost so long as it is not a feature or functionality that Social Tables offers to its other customers as a separate product at an additional charge.

- **Social Tables Sales & Catering System**

Customers subscribing to the Social Tables Sales & Catering System ("System") in a duly executed Order shall have access to Social Tables' group booking management and customer-relationship-management application for use in the property(ies) listed in each applicable Order and located in the United States only. As between Customer and Social Tables, Customer is solely responsible for inputting any data necessary to utilize the System, including but not limited to any data from Customer's property management system. Customer may utilize the System to create and generate contracts and invoices for its group bookings, including event, room and catering bookings directly from the System, provided Customer is solely responsible for the legality and accuracy of such contracts and invoices. Customer shall indemnify, defend and hold Social Tables, its affiliates, and their respective officers, directors, employees, agents and advisors, harmless from and against any and all liability, damages, costs or expenses (including reasonable attorneys' fees) that are or may be sustained or incurred by an indemnified party as a result of any asserted claim or claims related any contracts or invoices generated through the System.

- **User Limits**

Customer has the ability to set up and change user accounts. Customer agrees that each user account shall be assigned to, and Customer shall cause it to be used exclusively by, a single individual (e.g., no creation of generic or shared user accounts). Except when provided otherwise on an Order Form, users are limited to employees of Customer and independent contractors acting as temporary employees (e.g., no granting user accounts to independent contractors that would use such accounts outside of the work they are performing on behalf of Customer). Where an Order Form specifies a limited number of users, Customer may re-assign a user account where the person initially assigned such account has left the employ of Customer or changed job assignments to a new job where use of the Social Tables Platform is not part of such job responsibilities. Each user account is unique to the assigned individual and may not be shared with others, including other personnel of Customer. Cvent reserves the right to impose a reconnection fee, not to exceed \$500 or equivalent of local currency, in the event Customer is suspended for a reason caused by Customer and thereafter Customer requests renewed access to the Social Tables Platform.

- **License to Customer Data**

Customer hereby grants Cvent a non-transferable (except as provided herein), royalty-free (except as provided herein), non-exclusive, worldwide license to display, transmit, distribute, copy, store and/or reproduce the Customer Data on or through the Social Tables Platform or any other platforms maintained by Cvent, Inc. or its affiliates and to disclose Customer Data to third party service providers for Cvent to operate the Services. Additionally, Cvent may use, display, transmit, distribute, copy, store, provision into and/or reproduce the Floor Plans as part of the Social Tables Platform as well as in other Social Tables' or Cvent, Inc.'s (or its affiliates) products during and after the Term until promptly after such time as Customer requests in writing that Social Tables cease such activities with respect to any Floor Plan identified in such writing.

Warranties; Disclaimers

- EXCEPT AS OTHERWISE EXPRESSLY SET FORTH HEREIN, THE SOCIAL TABLES PLATFORM IS PROVIDED "AS IS," AND NEITHER SOCIAL TABLES NOR ANY OF ITS PROVIDERS, LICENSORS, OFFICERS, EMPLOYEES, OR AGENTS MAKES ANY WARRANTY, CONDITION OR GUARANTEE WITH RESPECT TO THE SOCIAL TABLES PLATFORM OR AS TO THE RESULTS TO BE OBTAINED FROM THE USE OF THE SOCIAL TABLES PLATFORM, UNDER THIS AGREEMENT OR OTHERWISE. THE PURCHASE OF ACCESS TO AND

USE OF THE SOCIAL TABLES PLATFORM IS MADE WITH KNOWLEDGE OF THIS WARRANTY LIMITATION. SOCIAL TABLES EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, CONDITIONS OR GUARANTEES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, NONINFRINGEMENT, SATISFACTORY QUALITY, AND/OR FITNESS FOR A PARTICULAR PURPOSE. SOCIAL TABLES DISCLAIMS ALL LIABILITY AND RESPONSIBILITY FOR UNAUTHORIZED USE OR MISUSE OF THE SOCIAL TABLES PLATFORM.

- CUSTOMER ACKNOWLEDGES THAT THE SOCIAL TABLES PLATFORM RELIES ON BLUEPRINTS THAT ARE PROVIDED BY CUSTOMER OR THAT MAY BE CREATED BY SOCIAL TABLES, AND THAT THE SOCIAL TABLES PLATFORM MATHEMATICALLY EXTRAPOLATES DATA DETERMINED FROM SUCH BLUEPRINTS, AND UNDERSTANDS THAT SUCH BLUEPRINTS AND DATA MAY CONTAIN ERRORS OR INACCURACIES, AND THAT SUCH DATA WHEN USED BY THE SOCIAL TABLES PLATFORM MAY PERMIT CONFIGURATIONS THAT VIOLATE THE LAWS, RULES OR REGULATIONS OF THE JURISDICTION IN WHICH THE FACILITY REPRESENTED IN SUCH BLUEPRINT IS LOCATED (WHETHER BY OVERRIDE BY CUSTOMER OR BY FUNCTION OF THE SOCIAL TABLES PLATFORM). CONSEQUENTLY, CUSTOMER AGREES THAT IT IS SOLELY RESPONSIBLE FOR ENSURING THAT THE PLANS GENERATED BY THE SOCIAL TABLES PLATFORM ARE SUITABLE FOR THE CONTEMPLATED EVENT AND WILL IN PRACTICE ACTUALLY PERMIT THE USE OF THE SPACE CONTEMPLATED IN SUCH PLAN AND THAT SUCH PLAN COMPLIES WITH ALL LAWS, RULES AND REGULATIONS APPLICABLE IN THE LOCAL JURISDICTION FOR WHICH THE PLAN HAS BEEN CREATED.