



Purchasing Department
4400 University Drive, Mailstop 3C5
Fairfax, Va. 22030
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<http://fiscal.gmu.edu/purchasing>

STANDARD CONTRACT GMU-1874-23

This Contract entered on this 1st day of January, 2025 (Effective Date) by Cvent, Inc. hereinafter called "Contractor" or "Cvent" (located at 1765 Greensboro Station Place, 7th Floor, Tysons Comer, VA, 22102) and George Mason University hereinafter called "Mason," "Customer" or "University".

- I. **WITNESSETH** that the Contractor and Mason, in consideration of the mutual covenants, promises and agreement herein contained, agree as follows:
- II. **SCOPE OF CONTRACT:** The Contractor shall provide web-based and/or mobile application-based software solution(s) (the "Software") and to provide maintenance, hosting, remote and/or on-site customer support services (together with the Software, collectively, the "Service") for Event Management, and Event Registration Systems for the departments of George Mason University as set forth in the Contract documents.
- III. **PERIOD OF CONTRACT:** Five-year base term from the Effective Date with five (5) successive one-year renewal options at the sole discretion of George Mason University with agreement from Cvent.
- IV. **PRICE SCHEDULE:** The pricing specified in an Order Form signed by Mason or any of the departments, represents the complete list of charges from the Contractor in accordance with Appendix A of the master contract. Mason shall not be liable for any additional charges, except for Overage Fees as specified in an executed Order Form.
- V. **CONTRACT ADMINISTRATION:** **Charles Dolgas** shall serve as Contract Administrator for this Contract and shall use all powers under the Contract to enforce its faithful performance. The Contract Administrator shall determine the amount, quality and acceptability of work and shall decide all other questions in connection with the work. All direction and order from Mason shall be transmitted through the Contract Administrator, however, the Contract Administrator shall have no authority to approve changes which shall alter the concept or scope or change the basis for compensation.
- VI. **METHOD OF PAYMENT:** Paymode-X, Net30. <http://www.paymode.com/gmu>. Contractor shall submit invoices directly to acctpay@gmu.edu with a copy to the Contract Administrator. Invoices will be paid Net 30 after goods received, services rendered, or receipt in Mason's Accounts Payable email box, acctpay@gmu.edu, whichever is later. Payment shall be by check, wire or ACH unless otherwise specified on the Order Form. If Customer exceeds the contracted level of Service during the term of this Agreement, Customer will be charged as specified in the applicable Order Form, or if not specified, using the then-current rates for the overage. There shall be no fee adjustments or refunds for any decreases in usage during the Term. Customer is also responsible for paying any applicable sales, use, value added, or similar taxes imposed by a federal, state, provincial, local or other government entity on Service provided under this Agreement-Invoices must reference a Purchase Order number to be considered valid.
- VII. **THE CONTRACT DOCUMENTS SHALL CONSIST OF (In order of precedence):**
 - A. This signed Contract;
 - B. Contractor's Order Form;
 - C. Data Security Addendum (attached);
 - D. Negotiation Responses and Best and Final Offer dated November 3rd, 2023 (attached);
 - E. Event Management Product Exhibit
 - F. Onsite Solutions Product Exhibit;
 - G. Cvent Attendee Hub Product Exhibit;
 - H. Social Tables Product Exhibit;
 - I. RFP No. GMU-1874-23, in its entirety (attached);
 - J. Contractor's proposal dated August 14th, 2023 (attached).

- VIII. **GOVERNING RULES:** This Contract is governed by the provisions of the Restructured Higher Education Financial

and Administrative Operations Act, Chapter 10 (§ [23.1-1000](#) et seq.) of Title 23.1 of the Code of Virginia, and the “*Governing Rules*” and the *Purchasing Manual for Institutions of Higher Education and their Vendors*. Documents may be viewed at: <https://vascupp.org>.

- IX. CONTRACT PARTICIPATION:** It is the intent of this Contract to allow for cooperative procurement. Accordingly, any public body, public or private health or educational institutions, or affiliated corporations may access this Contract if authorized by the Contractor.

Participation in this Contract is strictly voluntary. If authorized by the Contractor, the contract will be extended to the entities indicated above to purchase goods and services in accordance with contract terms. As a separate contractual relationship, the participating entity will place its own orders directly with the Contractor(s) and shall fully and independently administer its use of the contract(s) to include contractual disputes, invoicing and payments without direct administration from the University. No modification of this Contract or execution of a separate agreement is required to participate; however, the participating entity and the Contractor may modify the terms and conditions of the contract to accommodate specific governing laws, regulations, policies, and business goals required by the participating entity. Any such modification will apply solely between the participating entity and the Contractor.

The University may request the Contractor provide semi-annual usage reports for all entities accessing the Contract, subject to the University providing its consent to Cvent for the same. The University shall not be held liable for any costs or damages incurred by any other participating entity as a result of any authorization by the Contractor to extend the Contract. It is understood and agreed that the University is not responsible for the acts or omissions of any entity and will not be considered in default of the contract no matter the circumstances.

Use of this Contract does not preclude any participating entity from using other contracts or competitive processes as needed.

X. STANDARD TERMS AND CONDITIONS:

- A. **APPLICABLE LAW AND CHOICE OF FORUM:** This Contract shall be construed, governed, and interpreted pursuant to the laws of the Commonwealth of Virginia. All disputes arising under this Contract shall be brought before an appropriate court in the Commonwealth of Virginia.
- B. **ANTI-DISCRIMINATION:** By entering into this Contract Contractor certifies to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and §§ 9&10 of the *Governing Rules*. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the Contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Governing Rules*, § 36).

In every contract over \$10,000 the provisions in 1. and 2. below apply:

1. During the performance of this Contract, the Contractor agrees as follows:
 - a. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
 - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.

2. The Contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or Contractor.
- C. ANTITRUST: Silent.
- D. ASSIGNMENT: Neither party will assign or otherwise transfer its rights or obligations under this Contract without both parties' prior written consent. Any attempted assignment, transfer, or delegation without such consent is void. For avoidance of doubt, aforementioned consent will not be required in the event of an 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. Notwithstanding the foregoing, Cvent may subcontract the provision of Service in whole or in part to a Cvent. In the event of a merger, sale or acquisition, Mason reserves the right to Re-Evaluate for violation of regulations of new owner by customer, to be conducted within 30 days of closing of change in control of Cvent. Notwithstanding the aforementioned, the Contractor will notify George Mason University of any changes in assignment of this agreement and or use of subcontractors specifically engaged for services to Mason.
- E. AUDIT: Not more than once per year period during the Term of the Agreement, Mason may request, and Cvent will use all commercially reasonable measures to provide, all available certifications or attestations related to information security compliance regimes followed by Cvent. Upon request, Cvent will make available summaries of results from audits conducted by Cvent's third party auditors, such as ISO 2700, SOC 1, SOC 2, and PCI DSS.
- F. AVAILABILITY OF FUNDS: Notwithstanding any other provision of this Agreement, if funding for the continued fulfillment of an Order Form by Customer is at any time not forthcoming or are insufficient due to the failure of any entity to appropriate funds, then Customer will have the right to terminate future additional years of this Contract at no additional cost and with no penalty by giving prior written notice documenting the lack of funding. Customer will provide at least thirty (30) days advance written notice of such termination. Customer will use reasonable efforts to ensure appropriated funds are available. Nothing in this clause will be construed to entitle Customer to a prorated refund for the current calendar year in which notice of non-appropriation of funds is given.
- G. AUTHORIZED SIGNATURES: The signatory for each Party certifies that he or she is an authorized agent to sign on behalf such Party.
- H. BACKGROUND CHECKS: Contractor's employees performing services on any Mason campus must have successfully completed a criminal background check prior to the start of their work assignment/service. As stated in [Administrative Policy Number 2221 – Background Investigations](#), the criminal background investigation will normally include a review of the individual's records to include Social Security Number Search, Credit Report (if related to potential job duties), Criminal Records Search (any misdemeanor convictions and/or felony convictions are reported) in all states in which the employee has lived or worked over the past seven years, and the National Sex Offender Registry. In addition, the Global Watch list (maintained by the Office of Foreign Assets Control of The US Department of Treasury) should be reviewed. Signature on this Contract confirms your compliance with this requirement.
- I. CANCELLATION OF CONTRACT: Either party may terminate an Order Form if: (i) the other Party breaches any material term or condition and fails to cure the breach within thirty (30) days of receiving written notice identifying the breach, except for Contractor's right to terminate for breach of Section VI 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
- J. CHANGES TO THE CONTRACT: Changes can be made to this Contract in any of the following ways:
1. The parties may mutually agree in writing to modify the scope of this Contract.
 2. Parties may mutually agree to make changes within the general scope of Contract at any time by written agreement. Changes within the scope of this Contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation.. Contractor shall be compensated for any additional costs incurred as the result of such order. Said compensation shall be determined by one of the following methods:
 - a. By mutual agreement between the parties in writing

- b. Silent.
- c. Silent.

K. CLAIMS: Contractual claims, whether for money or other relief, shall be submitted in writing no later than 60 days after final payment. However, written notice of the Contractor's intention to file a claim shall be given at the time of the occurrence or beginning of the work upon which the claim is based. Nothing herein shall preclude a contract from requiring submission of an invoice for final payment within a certain time after completion and acceptance of the work or acceptance of the goods. Pendency of claims shall not delay payment of amounts agreed due in the final payment.

1. The Contractor must submit written claim to:
Chief Procurement Officer
George Mason University
4400 University Drive, MSN 3C5
Fairfax, VA 22030
2. The Contractor must submit any unresolved claim in writing no later than 60 days after final payment to the Chief Procurement Officer.
3. Upon receiving the written claim, the Chief Procurement Officer will review the written materials relating to the claim and will mail their decision to the Contractor within 60 days after receipt of the claim.
4. The Contractor may appeal the Chief Procurement Officer's decision in accordance with §55 of the *Governing Rules*.

L. COLLECTION AND ATTORNEY'S FEES: Silent.

M. COMPLIANCE: All goods and services provided to Mason shall be done so in accordance with any and all applicable local, state, federal, and international laws, regulations and/or requirements and any industry standards, including but not limited to: the Family Educational Rights and Privacy Act (FERPA), Health Insurance Portability and Accountability Act (HIPAA) and Health Information Technology for Economic and Clinical Health Act (HITECH), Government Data Collection and Dissemination Practices Act, Gramm-Leach-Bliley Financial Modernization Act (GLB), Payment Card Industry Data Security Standards (PCI-DSS), Americans with Disabilities Act (ADA), and Federal Export Administration Regulations. Any Contractor personnel visiting Mason facilities will comply with all applicable Mason policies regarding access to, use of, and conduct within such facilities. Mason's policies can be found at <https://universitypolicy.gmu.edu/all-policies/> and any facility specific policies can be obtained from the facility manager.

N. CONFIDENTIALITY OF PERSONALLY IDENTIFIABLE INFORMATION: The Contractor shall ensure that personally identifiable information ("PII") which is defined as any information that by itself or when combined with other information can be connected to a specific person and may include but is not limited to personal identifiers such as name, address, phone, date of birth, student or personal identification numbers, driver's license numbers, non-directory information, and any other information protected by state or federal privacy laws, will be collected and held confidential and in accordance with this agreement, during and following the term of this Contract, and will not be divulged without the individual's and Mason's written consent and only in accordance with federal law or the Code of Virginia. **No High Risk Personal Information.** Customer acknowledges and agrees that use of the Services do not require Customer to provide any High Risk Personal Information to or through the SaaS Solutions. Customer will not (and will ensure that its agents and users do not) upload, provide or submit any High Risk Personal Information to the SaaS Solutions. Customer agrees that Cvent will have no liability to Customer or Customer's agents, users or any other related party for High Risk Personal Information. Cvent may upon notice to Customer suspend all or portion of Customer's or its users' access to the SaaS Solutions if Cvent has a good faith belief that Customer or its agents or users have breached the restrictions in this Section.

For the purposes of this Agreement, "High Risk Personal Information" means: (i) social security numbers and its international equivalent; (ii) passport numbers or other similar government-issued identification numbers; (iii) health or medical information (other than dietary preferences or medical contact information); (iv) date of birth; (v) financial account numbers, credit card numbers, debit card numbers, financial access codes, financial passwords or other financial information that would permit access to an individual's financial account other than payment information entered using Cvent's online payments module; or (vi) other

information that a reasonable person would recognize as being highly sensitive. For clarity, High Risk Personal Information does not include business card type information such as name, title, company name, mailing address, email address, and phone number.

- O. CONFLICT OF INTEREST: Contractor represents to Mason that its entering into this Contract with Mason and its performance through its agents, officers and employees does not and will not involve, contribute to nor create a conflict of interest prohibited by Virginia State and Local Government Conflict of Interests Act (Va. Code 2.2-3100 *et seq*), the Virginia Ethics in Public Contracting Act (§57 of the *Governing Rules*), the Virginia Governmental Frauds Act (Va. Code 18.2 – 498.1 *et seq*) or any other applicable law or regulation.
- P. CONTINUITY OF SERVICES:
1. The Contractor recognizes that the services under this Contract are vital to Mason and must be continued without interruption and that, upon contract expiration, a successor, either Mason or another contractor, may continue them. The Contractor agrees:
 - a. To exercise its best efforts and cooperation to affect an orderly and efficient transition to a successor;
 - b. To make all Mason owned facilities, equipment, and data available to any successor at an appropriate time prior to the expiration of the contract to facilitate transition to successor; and
 - c. That the University Procurement Officer shall have final authority to resolve disputes related to the transition of the contract from the Contractor to its successor.
 2. The Contractor shall, upon written notice from the Procurement Officer, furnish phase-in/phase-out services for up to ninety (90) days after this Contract expires and shall negotiate in good faith a plan with the successor to execute the phase-in/phase-out services. This plan shall be subject to the Procurement Officer's approval.
 3. The Contractor shall be reimbursed for all reasonable, pre-approved phase-in/phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations). All phase-in/phase-out work fees must be approved by the Procurement Officer in writing prior to commencement of said work.
- Q. DEBARMENT STATUS: As of the Effective Date, the Contractor certifies that it is not currently debarred by the Commonwealth of Virginia from submitting bids or proposals on contracts for the type of services covered by this Contract, nor is the Contractor an agent of any person or entity that is currently so debarred.
- R. DEFAULT: Silent.
- S. DRUG-FREE WORKPLACE: Contractor has, and shall have in place during the performance of this Contract, a drug-free workplace policy (DFWP), which it provides in writing to all its employees, vendors, and subcontractors, and which specifically prohibits the following on company premises, during work-related activities, or while conducting company business: the sale, purchase, manufacture, dispensation, distribution possession, or use of any illegal drug under federal law (including marijuana). For purposes of this section, "drug-free workplace" covers all sites at which work is done by Contractor in connection with this Contract.
- T. ENTIRE CONTRACT: This Contract constitutes the entire understanding of the Parties with respect to the subject matter herein and supersedes all prior oral or written contracts with respect to the subject matter herein. This Contract can be modified or amended only by a writing signed by all of the Parties.
- U. EXPORT CONTROL:
1. **Munitions Items**: If the Contractor is providing any items, data or services under this order that are controlled by the Department of State, Directorate of Defense Trade Controls, International Traffic in Arms Regulations ("ITAR"), or any items, technology or software controlled under the "600 series" classifications of the Bureau of Industry and Security's Commerce Control List ("CCL") (collectively, "Munitions Items"), prior to delivery, Contractor must:
 - a. notify Mason (by sending an email to export@gmu.edu), and
 - b. receive written authorization for shipment from Mason's Director of Export Controls.

The notification provided by the Contractor must include the name of the Mason point of contact,

identify and describe each ITAR or CCL-controlled commodity, provide the associated U.S. Munitions List (USML) category number(s) or Export Control Classification Number, and indicate whether or not the determination was reached as a result of a commodity jurisdiction determination, or self-classification process. The Contractor promises that if it fails to obtain the required written pre-authorization approval for shipment to Mason of any Munitions Item, it will reimburse Mason for any fines, legal costs and other fees imposed for any violation of export controls regarding the Munition Item that are reasonably related to the Contractor's failure to provide notice or obtain Mason's written pre-authorization.

2. **Dual-Use Items:** If the Contractor is providing any dual-use items, technology or software under this order that are listed on the CCL in a series other than a "600 series", Contractor must (i) include the Export Control Classification Number (ECCN) on the packing or other transmittal documentation traveling with the item(s) and, (ii) send a description of the item, its ECCN, and the name of the Mason point of contact to: export@gmu.edu.
- V. **FORCE MAJEURE:** Neither Party will 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 the other Party, 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 this Agreement..
- W. **FUTURE GOODS AND SERVICES:** Mason reserves the right to have Contractor provide additional goods and/or services that may be required by Mason during the term of this Contract. Any such goods and/or services will be provided by the Contractor under the same pricing, terms and conditions of this Contract. Such additional goods and/or services may include other products, components, or related services that are newly introduced during the term of the contract. Such newly introduced additional goods and/or services will be provided to Mason at agreed Customer pricing, terms and conditions.
- X. **IMMIGRATION REFORM AND CONTROL ACT OF 1986:** By entering into this Contract Contractor certifies that they do not and will not during the performance of this Contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.
- Y. **INDEMNIFICATION** To the extent provided by the laws of the Commonwealth of Virginia, Mason shall be responsible for the ordinary negligent acts or omissions of its agents and employees causing harm to persons not a party to this Agreement. Contractor agrees that it shall be responsible for the ordinary negligent acts or omissions of its agents and employees causing harm to persons not a party to this Agreement. Nothing herein shall be deemed a waiver of the sovereign immunity of the Commonwealth of Virginia.
- Z. **INDEPENDENT CONTRACTOR:** The Contractor is not an employee of Mason, but is engaged as an independent contractor. The Contractor shall indemnify and hold harmless the Commonwealth of Virginia, Mason, and its employees and agents, with respect to all withholding, Social Security, unemployment compensation and all other taxes or amounts of any kind relating to the Contractor's performance of this Contract. Nothing in this Contract shall be construed as authority for the Contractor to make commitments which will bind Mason or to otherwise act on behalf of Mason, except as Mason may expressly authorize in writing.
- AA. **INFORMATION TECHNOLOGY ACCESS ACT:** Computer and network security is of paramount concern at Mason. Mason wants to ensure that computer/network hardware and software does not compromise the security of its IT environment. Contractor agrees to use commercially reasonable measures in connection with any offering your company makes to avoid any known threat to the security of the IT environment at Mason.

All e-learning and information technology developed, purchased, upgraded or renewed by or for the use of Mason shall comply with all applicable University policies, Federal and State laws and regulations including but not limited to Section 508 of the Rehabilitation Act (29 U.S.C. 794d), the Information Technology Access Act, §§2.2-3500 through 2.2-3504 of the Code of Virginia, as amended, and all other regulations promulgated under Title II of The Americans with Disabilities Act which are applicable to all benefits, services, programs, and activities provided by or on behalf of the University. The Contractor shall use best reasonable commercial efforts to modify the Software to maximize accessibility compliance and otherwise resolve any identified accessibility compliance issues in accordance with the Web Content Accessibility Guidelines (WCAG) 2.0.

BB. INSURANCE: The Contractor shall maintain all insurance necessary with respect to the services provided to Mason. The Contractor further certifies that they will maintain the insurance coverage during the entire term of the Contract and that all insurance is to be placed with insurers with a current reasonable A.M. Best's rating authorized to sell insurance in the Commonwealth of Virginia by the Virginia State Corporation Commission. The Commonwealth of Virginia and Mason shall be named as an additional insured. By requiring such minimum insurance, Mason shall not be deemed or construed to have assessed the risk that may be applicable to the Contractor. The Contractor shall assess its own risks and, if it deems appropriate and/or prudent, maintain higher limits and/or broader coverage. The Contractor is not relieved of any liability or other obligations assumed or pursuant to this Contract by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types.

1. Commercial General Liability Insurance in an amount not less than \$1,000,000 per occurrence for bodily injury or property damage, personal injury and advertising injury, products and completed operations coverage;
2. Workers Compensation Insurance in an amount not less than that prescribed by statutory limits; and, as applicable;
3. Commercial Automobile Liability Insurance applicable to bodily injury and property damage, covering owned, non-owned, leased, and hired vehicles in an amount not less than \$1,000,000 per occurrence; and
4. An umbrella/excess policy in an amount not less than five million dollars (\$5,000,000) to apply over and above Commercial General Liability, Employer's Liability, and Commercial Automobile Liability Insurance.

CC. INTELLECTUAL PROPERTY: Contractor warrants and represents that it will not violate or infringe any intellectual property right or any other personal or proprietary right and shall indemnify and hold harmless Mason against any claim of infringement of intellectual property rights which may arise under this Contract.

Unless expressly agreed to the contrary in writing, all goods, products, materials, documents, reports, writings, video images, photographs or papers of any nature including software or computer images prepared or provided by Contractor (or its subcontractors) for Mason will not be disclosed to any other person or entity without the written permission of Mason.

Work Made for Hire. Silent.

DD. NON-DISCRIMINATION: All parties to this Contract agree to not discriminate on the basis of race, color, religion, national origin, sex, pregnancy, childbirth or related medical conditions, age (except where sex or age is a bona fide occupational qualification, marital status or disability).

EE. NON-EXCLUSIVITY: Nothing herein is intended nor shall be construed as creating any exclusive arrangement with Contractor. This Contract will not restrict or prohibit Mason from acquiring the same or similar goods and/or services from other entities or sources.

FF. PAYMENT TO SUBCONTRACTORS: Silent.

GG. PUBLICITY: The Contractor shall not use, in its external advertising, marketing programs or promotional efforts, any data, pictures, trademarks or other representation of Mason except on the specific written authorization in advance by Mason's designated representative.

HH. REMEDIES: If the Contractor breaches this Contract, in addition to any other rights or remedies, Mason may terminate this Contract without prior notice.

II. RENEWAL OF CONTRACT: This Contract may be renewed by Mason upon written agreement of both parties for Five (5) successive one-year renewal option under the mutually agreed terms and conditions and price schedule, and at least 90 days prior to the expiration of the current term.

JJ. REPORTING OF CRIMES, ACCIDENTS, FIRES AND OTHER EMERGENCIES: Any Mason Employee, including contracted service providers, who is not a staff member in Counseling and Psychological Services (CAPS) or a pastoral counselor, functioning within the scope of that recognition, is considered a "Campus Security Authority (CSA)." CSAs must promptly report all crimes and other emergencies occurring on or near

property owned or controlled by Mason to the Department of Police & Public Safety or local police and fire authorities by dialing 9-1-1. At the request of a victim or survivor, identifying information may be excluded from a report (e.g., names, initials, contact information, etc.). Please visit the following website for more information and training: <http://police.gmu.edu/clery-act-reporting/campus-security-authority-csa/>.”

KK. RESPONSE TO LEGAL ORDERS, DEMANDS, OR REQUESTS FOR DATA: Except as otherwise expressly prohibited by law, Contractor will: i) immediately notify Mason of any subpoenas, warrants, or other legal orders, demands or requests received by Contractor seeking University Data; ii) consult with Mason regarding its response; iii) cooperate with Mason’s reasonable requests in connection with efforts by Mason to intervene and quash or modify the legal order, demand or request; and iv) upon Mason’s request, provide Mason with a copy of its response.

If Mason receives a subpoena, warrant, or other legal order, demand (including request pursuant to the Virginia Freedom of Information Act) or request seeking University Data maintained by Contractor, Mason will promptly provide a copy to Contractor. Contractor will promptly supply Mason with copies of data required for Mason to respond, and will cooperate with Mason’s reasonable requests in connection with its response.

LL. SEVERABILITY: Should any portion of this Contract be declared invalid or unenforceable for any reason, such portion is deemed severable from the Contract and the remainder of this Contract shall remain fully valid and enforceable.

MM. SOVEREIGN IMMUNITY: Nothing in this Contract shall be deemed a waiver of the sovereign immunity of the Commonwealth of Virginia and of Mason.

NN. SUBCONTRACTS: Cvent may designate an agent or subcontractor to perform certain tasks and functions under the Agreement. The Contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of this Contract. This paragraph applies to, but is not limited to, subcontractor(s) who process University Data.

OO. SWaM CERTIFICATION: Silent.

PP. UNIVERSITY DATA: University Data includes all Mason owned, controlled, or collected PII and any other information that is not intentionally made available by Mason on public websites, including but not limited to business, administrative and financial data, intellectual property, and patient, student and personnel data. Contractor agrees to the following regarding University Data it may collect or process as part of this contract:

Mason hereby grants to Cvent (and on a confidential basis to Cvent’s third party service providers including by way of example server collocation facility and Internet connectivity providers), solely for the purposes described hereunder or expressly authorized by Customer, a perpetual, non-cancelable, worldwide, non-exclusive right to access, use, display, and redistribute any materials information, data, content, and other information which Customer, its employees or agents, collect (or which Cvent collects on behalf of Customer from event attendees or others), provide or transmit to Cvent via the Service, or via another medium for the purpose of display or transmission via the Service to Customer’s end-users, clients or third parties (the “Customer Data”).

Customer represents and warrants that (i) all Customer Data is owned by Customer or that Customer has the right to solicit, collect, and provide such Customer-Data to Cvent for use with the Service and has obtained all required or necessary consents from the data subjects to do so, and (ii) that any use or transmission of Customer Data does not and shall not violate or infringe the intellectual property, privacy or publicity rights of any third party. Customer shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness and ownership of all Customer Data submitted to the Service.

Customer is responsible for its use of the Service, including without limitation for any Customer Data uploaded to or transmitted using the Service by Customer or its employees or agents. Customer acknowledges and agrees that Cvent does not monitor or police the content of communications or data of Customer or its users transmitted through the Service, and that Cvent shall not be responsible for the content of any such communications or transmissions.

As between Cvent and Customer, except for the limited license granted to Cvent under this Agreement, Customer retains all right, title, and interest in and to the Customer Data. Cvent will use Customer Data as reasonably required for providing the Service as contemplated hereunder and in accordance with Cvent's

Privacy Policy (<http://www.cvent.com/en/privacy-policy.shtml>) (“Privacy Policy”) and all applicable data privacy laws and regulations laws (together with the Privacy Policy, collectively, “Data Privacy Requirements”). Both Cvent and Customer will comply in all material respects with the Data Privacy Requirements and will provide such help and cooperation as is reasonably necessary or requested to the other to comply with the same.

Upon Customer’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 Customer’s payment of the applicable fees, make available to Customer for download a file of Customer Data in its then current format. After such 30-day period, Cvent shall have no obligation to maintain or provide any Customer Data and shall with 90 days thereafter, unless legally prohibited, delete all Customer Data maintained in its production systems, provided Cvent may retain archival copies of Customer data on offline backup media for a reasonable period of time not to exceed two (2) years following expiration or termination of any Order Form.

Subject to the terms of this Section, Customer acknowledges and agrees that Cvent may use all data inputted into or collected by the Services, including but not limited to data related to Service utilization and Customer Data, on a historical, aggregated and anonymous basis (collectively, “Aggregate Data”) in compliance with applicable laws and Cvent’s Privacy Policy to provide the Services and for any commercial purposes, including but not limited to the distribution and provision of the Aggregate Data to other Cvent customers and for the preparation and distribution of benchmarking, research, and/or analytical materials. Aggregate Data shall not identify Customer as the source of any specific data, pattern or finding, nor shall it include any personally identifiable information of any individual users of the Service. Cvent shall maintain appropriate security measures for all Aggregate Data in accordance with the terms and conditions of this Agreement. Cvent will be the sole and exclusive owner of all right, title and interest to such Aggregate Data and, notwithstanding anything to the contrary, shall be free to use and disclose on a world-wide and royalty-free basis the Aggregate Data for its business purposes including, but not limited to, publicizing usage of the Services, providing information on general industry trends, and providing benchmarking data to Cvent customers.

1. Contractor will use University Data only for the purpose of fulfilling its duties under the Contract and will not share such data with or disclose it to any third party without the prior written consent of Mason, except as required by the Contract or as otherwise required by law. University Data will only be processed by Contractor to the extent necessary to fulfill its responsibilities under the Contract or as otherwise directed by Mason.
2. University Data, including any back-ups, will not be stored, outside the United States without prior written consent from Mason. Contractor will provide access to University Data only to its employees and subcontractors who need to access the data to fulfill Contractor’s obligations under the Contract. Contractor will ensure that employees who perform work under the Contract have read, understood, and received appropriate instruction as to how to comply with the data protection provisions of the Contract and to maintain the confidentiality of the University Data.
3. The parties agree that as between them, all rights including all intellectual property rights in and to University Data shall remain the exclusive property of Mason, and Contractor has a limited, nonexclusive license to use the University Data as provided in the Contract solely for the purpose of performing its obligations under the Contract. The Contract does not give a party any rights, implied or otherwise, to the other party’s data, content, or intellectual property, except as expressly stated in the Contract.
4. Contractor will take reasonable measures, including audit trails, to protect University Data against deterioration or degradation of data quality and authenticity. Contractor shall be responsible for ensuring that University Data, per the Virginia Public Records Act, is preserved, maintained, and accessible throughout their lifecycle, including converting and migrating electronic data as often as necessary so that information is not lost due to hardware, software, or media obsolescence or deterioration.
5. Contractor shall notify Mason within three business days if it receives a request from an individual under any applicable law regarding PII about the individual, including but not limited to a request to view, access, delete, correct, or amend the information. Contractor shall not take any action regarding such a request except as directed by Mason.
6. Silent.

7. Mason may require that Mason and Contractor complete a Data Processing Addendum (“DPA”). If a DPA is completed, Contractor agrees that the information in the DPA is accurate. Contractor will only collect or process University Data that is identified in the DPA and will only handle that data (e.g., type of processing activities, storage, security, disclosure) as described in the DPA. If Contractor intends to do anything regarding University Data that is not reflected in the DPA, Contractor must request an amendment to the DPA and may not take the intended action until the amendment is approved and documented by Mason.

QQ. UNIVERSITY DATA SECURITY: Data security is of paramount concern to Mason. Contractor will utilize, store and process University Data in a secure environment in accordance with commercial best practices, including appropriate administrative, physical, and technical safeguards, to secure such data from unauthorized access, disclosure, alteration, and use. Such measures will be no less protective than those used to secure Contractor’s own data of a similar type, and in no event less than reasonable in view of the type and nature of the data involved. At a minimum, Contractor shall use industry-standard and up-to-date security tools and technologies such as anti-virus protections and intrusion detection methods to protect University Data.

1. No later than 48 hours upon the confirmation of a breach that has impacted University Data, Contractor will notify Mason, fully investigate the incident, and cooperate fully with Mason’s investigation of and response to and remediation of the incident. Except as otherwise required by law, Contractor will not provide notice of the incident directly to individuals who’s PII was involved, regulatory agencies, or other entities, without prior written permission from Mason.
2. If Contractor provides goods and services that require the exchange of sensitive University Data, the Data Security Addendum attached to this Contract provides additional requirements Contractor must take to protect the University Data. Mason reserves the right to determine whether the University Data involved in this contract is sensitive and must be in line with industry definition of sensitive data, and where applicable provide the Data Security Addendum to Contractor and it will be attached to and incorporated into this contract. Types of University Data that may be considered sensitive include, but is not limited to, (1) PII; (2) credit card data; (3) confidential student or employee information.

Upon Customer’s written request up to once annually, Cvent will provide Customer with a current copy of its Letter of Attestation with respect to its system architecture and vulnerability from an independent third-party assessor and a summary of SOC 2 (or substantially similar) audit report, as applicable.

RR. UNIVERSITY DATA UPON TERMINATION OR EXPIRATION: Upon termination, or expiration of the Contract or upon impending cessation of its business of , Contractor will ensure that all University Data are securely returned as directed by Mason in its sole discretion within 90 days of expiration or termination of this Agreement. Transfer to Mason or a third party designated by Mason shall occur without significant interruption in service. Contractor shall ensure that such transfer/migration uses facilities and methods that are mutually agreed upon by both parties, and to the extent technologically feasible, that Mason will have reasonable access to University Data during the transition. After this 30-day period, Cvent has no obligation to maintain or provide any Customer Data and will, unless legally prohibited, delete all Customer Data maintained in its production systems, provided Cvent may retain archival copies of Customer data on backup media for a reasonable period of time not to exceed two (2) years following expiration or termination of the Agreement. In the event that Mason requests destruction of its data, Contractor agrees to destroy all data in its possession and in the possession of any subcontractors or agents to which the Contractor might have transferred University Data. Contractor agrees to provide documentation of data destruction to the University.

SS. UNIVERSITY REVIEW/APPROVAL: Silent.

TT. WAIVER: The failure of a party to enforce any provision in this Contract shall not be deemed to be a waiver of such right.

UU. TOUCHNET READY PARTNER: Any Statement of Work (SOW) or solution offered under the terms and conditions of this contract must incorporate the use of the TouchNet Ready Partner Integration for Payment and Fees Collection. Departments/schools charging fees must work with Treasury to assure payments will be collected through TouchNet Marketplace using the TouchNet Ready Partner program. No other payment path will be authorized for use by departments/schools electing to use CVENT under this contract.

XI. ADDITIONAL TERMS AND CONDITIONS

- A. **SPECIFIC SERVICE TERMS:** The Services are subject to additional terms specific to such Services, and those are set forth in Annexure B (each a “Service Exhibit”) attached hereto and incorporated herein. For the avoidance of doubt, each Service Exhibit shall only be applicable for the designated Service.
- B. **SaaS SOLUTIONS**
- i. **Subscription Right.** Subject to the provisions of the Agreement, Cvent hereby grants Customer for the Subscription Term a non-transferable, non-exclusive and revocable subscription right to access and use the Products specified in the Order Form solely for use by authorized users in accordance with the terms of the Agreement. Such use is limited to Customer’s internal business purpose, and Customer will not use the Products in excess of the scope or duration of the applicable Subscription Term. Except for the foregoing subscription right, no other right in the Service is granted hereunder, and the Service is and will remain the sole and exclusive property of Cvent whether the Service is separate or integrated with any other products, services or deliverables.
 - ii. **Subscription Tiers and Usage Metrics.** Cvent may offer varying subscription tiers and bundles for its Services. Customer understands that the functionality of the Services may vary according to the applicable subscription tier as well as the Usage Metrics designated in the applicable Order Form(s). The Documentation will outline the functionality available in each subscription tier. Usage Metrics provided in the initial Order Form represent minimum amounts that Customer has committed to for the Term. There will be no fee adjustments or refunds for any decrease in usage or Usage Metrics during the Term. Cvent reserves the right to modify or update subscription tiers in its sole discretion from time to time. Any such will not alter or change Customer’s active subscription tier but may go into effect in a subsequent Term.
 - iii. **Changes and Environment.** Access to a SaaS Solution is limited to the version in Cvent’s production environment, accessed via the internet using a Customer-provided browser that is compatible with Cvent’s Documentation. Cvent regularly updates its SaaS Solutions and reserves the right to add or substitute materially equivalent functional products or features in the event of product unavailability, end-of-life, updates or changes to software requirements. SaaS Solutions will be hosted on a server that is maintained by Cvent or its designated third-party supplier or data center. Customer is solely responsible for obtaining and maintaining at its expense all equipment needed to access the SaaS Solutions, including internet access and adequate bandwidth.
 - iv. **User IDs.** Cvent will assign Customer one or more user IDs and passwords that will enable Customer to access the applicable SaaS Solution. Customer will take reasonable precautions to protect against theft, loss or fraudulent use of its IDs and passwords. Each user ID is unique to the assigned individual and may not be shared with others, including other personnel of Customer. Customer is solely responsible for any losses arising from another party’s use of such IDs and passwords, either with or without Customer’s knowledge. Customer will de-activate inactive users within the application or notify Cvent in writing to deactivate such users if such functionality is not available within the application.
- C. **PROFESSIONAL SERVICES**
- i. **Scope.** Cvent will use commercially reasonable efforts to perform the Professional Services described in the applicable SOW in accordance with its terms and conditions. Either Party may propose a change order to add to or modify the work ordered in the SOW. Each change order must specify the changes to the Professional Services or deliverables and the effect on the time of performance and on the fees owed to Cvent. A change order is not binding until executed by both Parties.
 - ii. **Developed Materials.** If agreed in a SOW, Cvent may develop modifications to Products or Cvent Content (“**Developed Materials**”). Cvent hereby grants Customer, subject to timely payment of applicable fees and charges and subject to the restrictions in the Agreement, a personal, nonexclusive, non-transferable subscription to use the Developed Materials solely in connection with its use of the SaaS Solutions during the Subscription Term. Except for the foregoing subscription, no other right in the Developed Materials is granted and the Developed Materials are and will remain the sole and exclusive property of Cvent. Unless specified in a SOW, Cvent does not provide updates or reintegration work required to make Developed Materials compatible with future versions or releases of a SaaS Solution.
 - iii. **Third Party Integration.** Professional Services may include providing configurable integrations with

various third-party applications (“**Connectors**”). Configuration and use of any Cvent Connector depends upon (a) the Customer maintaining an active license and login credentials for the third-party application, and (b) the continuing compatibility and stability of the third party’s application programming interface with Cvent. Customer understands and agrees (i) except at the point of transmission, Cvent does not control, and cannot guarantee, the performance or the accuracy, completeness or quality of any data in the Connector and (ii) Cvent is not liable for the quality of any third-party data, or any misconfiguration, data corruption or data loss resulting from the use of Connectors or other such integrations after the point of transmission by Cvent.

D. CUSTOMER’S USE

- a. **Acceptable Use.** Customer acknowledges that Cvent provides a configurable SaaS Solution to Customer, and Cvent does not monitor or police the content of communications or Customer Data transmitted through the SaaS Solutions. Customer further acknowledges that Cvent is not responsible for the content of these communications or transmissions. Customer will use the SaaS Solution exclusively for authorized and legal purposes only, consistent with all applicable laws and regulations, the Agreement and, unless Customer uploads its own privacy policy on the SaaS Solution, Cvent’s Privacy Policy.
- b. **Restrictions.** Customer will not and will take reasonable steps to ensure that its authorized users do not:
 - i. license, sublicense, sell, resell, transfer, rent, lease, assign (except as provided in Section 15.6 (Assignment)), distribute, disclose or otherwise commercially exploit or make available to any third party the Products or Services;
 - ii. copy, record, extract, scrape, modify or make derivative works based upon the Products or Services;
 - iii. “frame” or “mirror” the Products or Services on any other server or device;
 - iv. access the Products or Services for any benchmarking or competitive purposes or use the Products or Services for application service provider, timesharing or service bureau purposes, or any purpose other than its own internal use;
 - v. decompile, disassemble, reverse engineer or attempt to discover any source code or underlying ideas or algorithms of the Products or Services;
 - vi. remove, obscure or modify a copyright or other proprietary rights notice in the Products or Services;
 - vii. use the Product or Service to send or store infringing, obscene, threatening, libelous or otherwise unlawful material, including material that violates third-party privacy rights;
 - viii. use the Product or Service to create, use, send, store or run material containing software viruses, worms, Trojan horses or otherwise engage in any malicious act or disrupt the security, integrity or operation of the Products or Services;
 - ix. attempt to gain or permit unauthorized access to the Products or Services or related systems or networks, including conducting penetration testing, denial of service attacks or engaging in similar efforts;
 - x. use the Products or Services other than in compliance with all applicable laws and regulations;
 - xi. use the Products or Services in a manner or for a purpose that infringes, misappropriates or otherwise violates the intellectual property rights of a third party; or
 - xii. knowingly permit or assist any other party to do any of the foregoing.

Breach by Authorized User. Any failure by Customer’s authorized user to comply with the Agreement is deemed to be a breach by Customer, and Cvent will not be liable for any damages incurred by Customer or any third party resulting from such breach. Customer will immediately notify Cvent and take all necessary steps to effect the termination of an access ID for any authorized user if there is any compromise in the security of that access ID or if unauthorized use is suspected or has occurred.

Server Location Acknowledgment. Customer acknowledges that Cvent has servers located in the United States and Europe only and that the SaaS Solutions are not intended to be used in any countries that require an individual’s personal data to remain on servers located in another country (i.e., the Russian Federation or The People’s Republic of China).

Third Party Content Substitution. Cvent may substitute, remove or alter third-party data, content, materials or software (“**Third Party Content**”) on the Cvent website or otherwise made available through a SaaS Solution if there is no material reduction of functionality in the Cvent System. Such removal, substitution or alteration of Third-Party Content will not constitute a breach of the Agreement.

Email Communication. 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.

No Spamming or Unsolicited Commercial Email. Customer will not use the Services for illegal activities or junk mail, chain letters, pyramid schemes, phishing, "spam" or other unsolicited emails to any person who has not given specific permission to be included in such a process. Without limiting the generality of the foregoing, Customer is required to comply with the United States' Controlling the Assault of Non-Solicited Pornography And Marketing Act of 2003 ("CAN-SPAM Act"), and the rules and regulations promulgated thereunder. All email messages sent from Cvent, including invitations, reminders and confirmations, must include Customer's identity as the sender, contain a valid physical posting address, an "unsubscribe" link that allows subscribers to remove themselves from Customer's email messages, notice that the message is an advertisement or solicitation, and otherwise comply in all other respects with applicable law. Customer will actively manage, and process unsubscribe requests received by it directly as soon as reasonably practicable and no later than ten (10) days after submission and update its email lists and address books to reflect the unsubscribe requests. Cvent reserves the right to immediately suspend or terminate Customer's access to the Services in the event of Customer's violation of this Section. Customer is still responsible for full payment of its Order Form even if its access to the Services is terminated in accordance with this Section.

E. SUPPORT

Obligations. Support services provided by Cvent as part of a SaaS Solution comprises of (i) technical support and workarounds so that the SaaS Solutions operate in material conformance with the Documentation, and (ii) the provision of updates thereto, if and when available (collectively, "**Support Services**"). For the avoidance of doubt, updates to the SaaS Solutions may include subsequent releases to Products, which may include bug fixes, patches, error corrections, minor and major releases, non-new platform changes, or modifications or revisions that enhance existing performance. Updates exclude new products, updates to Developed Materials (except as expressly set forth in the Ordering Document), new modules or additional functionality for which Cvent generally charges a separate fee.

Exceptions to Support. Cvent does not provide Support Services for any: (i) SaaS Solutions that have been altered or modified by anyone other than Cvent or its authorized partners; (ii) SaaS Solutions used other than in accordance with the Documentation; (iii) Professional Services, except if expressly set forth in the SOW; (iv) Developed Materials, except if expressly set forth in SOW; (v) errors or malfunction caused by Customer's failure to comply with the minimum system requirement Documentation or by Customer's use of non-conforming data; or (vi) errors and malfunction caused by any systems or programs not supplied by Cvent.

Training. Customer will ensure that all of its users receive initial training services sufficient to enable Customer to effectively use the SaaS Solution. Failure to do so could result in additional fees after notice from Cvent if service requests are deemed excessive by Cvent, in Cvent's reasonable discretion, due to insufficient training.

F. WARRANTIES AND DISCLAIMERS

EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THIS CONTRACT, THE SERVICES ARE PROVIDED ON AN "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 CUSTOMER DATA. 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 CUSTOMER'S DATA, CVENT MAY SUSPEND CUSTOMER'S USE OF THE SERVICES IMMEDIATELY, WITHOUT PRIOR NOTICE, PENDING AN INVESTIGATION, IF ANY BREACH OF SECURITY IS SUSPECTED.

CUSTOMER 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 CUSTOMER'S APPLICATIONS, CUSTOMER DATA, OR CUSTOMER'S EQUIPMENT, OR THE ACTS OR OMISSIONS OF ANY USER OF THE SERVICES.

CUSTOMER REPRESENTS AND WARRANTS THAT IT IS NOT AND WILL NOT PROVIDE ACCESS TO THE SERVICE TO ANY ENTITY INCORPORATED IN OR RESIDENT IN A COUNTRY SUBJECT TO ECONOMIC OR TRADE SANCTIONS BY THE U.S. STATE DEPARTMENT AND/OR OFAC OR ARE LISTED AS A "SPECIALLY DESIGNATED NATIONAL," A "SPECIALLY DESIGNATED GLOBAL TERRORIST," A "BLOCKED PERSON," OR SIMILAR DESIGNATION UNDER THE OFAC SANCTIONS REGIME. ANY BREACH OF THIS SECTION SHALL BE DEEMED A MATERIAL BREACH OF THIS AGREEMENT AND CVENT MAY IMMEDIATELY TERMINATE THIS AGREEMENT.

G. CVENT'S INTELLECTUAL PROPERTY RIGHTS

As between Cvent and Customer, all rights, title, and interest in and to all intellectual property rights (including trademarks, know-how and trade secrets) in the Products and Services (including all components, derivatives, modifications, deliverables and enhancements) are and will be owned exclusively by Cvent. Customer has no right (including right of ownership), license or authorization to the Products or Services except as expressly set forth in Sections XI B and XI C. All rights, title and interest in or to any copyright, trademark, service mark, trade secret, patents, and other proprietary right relating to the Products and Services and the related logos, product names, etc. are reserved and all rights not expressly granted are reserved by Cvent. To the extent that any such rights vest initially with Customer by operation of law or for any other reason, Customer hereby perpetually and irrevocably assigns, transfers, and quitclaims all such rights to Cvent.

Aggregate Data. Customer hereby unconditionally and irrevocably grants to Cvent all rights, title and interest in data inputted into or collected by the SaaS Solutions on an aggregated and anonymous basis, that is collected in compliance with applicable laws and Cvent's Privacy Policy ("**Aggregate Data**"). Aggregate Data will be aggregated and anonymized and will not identify Customer as the source of any specific data or finding, nor will it include any personally identifiable information of any individual users. Among other usage, Cvent may use Aggregate Data to improve its products and services, provide statistical information, deliver usage data and other commercial uses. Cvent will be the sole owner of Aggregate Data and maintain appropriate security measures for all Aggregate Data in accordance with the terms and conditions of the Agreement.

Feedback. If Customer or its agents provide any comments, suggestions, enhancement requests, feedback or recommendations ("**Feedback**") relating to the Products or Services, Cvent may use such Feedback without any further obligation (including attribution) or compensation to Customer or its agents. Customer hereby irrevocably assign to Cvent all right, title and interest in the Feedback related to Cvent Products and Services.

H. CONFIDENTIALITY

Obligations. The receiving Party will not disclose or use any Confidential Information of the disclosing Party for any purpose outside the scope of the Agreement, except with the disclosing Party's prior written permission. Each Party will protect the confidentiality of the Confidential Information of the other Party in the same manner that it protects the confidentiality of its own proprietary and confidential information of like kind (but in no event using less than reasonable care). If the receiving Party is compelled by law to disclose Confidential Information of the disclosing Party, it will provide the disclosing Party with prior written notice of the compelled disclosure (to the extent legally permitted) and reasonable assistance, at disclosing Party's cost, if the disclosing Party wishes to contest the disclosure.

Remedies. To the extent permitted by law, the disclosing Party has the right, in addition to any other remedies available to it, may be entitled to seek injunctive relief to enjoin any actual or threatened breach of this Section 10.

Exceptions. This Section will not apply to any information that: (i) is or becomes generally known to the public without the receiving Party's breach of any confidentiality obligation owed to the disclosing Party;

(ii) was known to the receiving Party prior to its disclosure by the disclosing Party; (iii) was independently developed by the receiving Party without use of or reference to any Confidential Information or breach of any obligation owed to the disclosing Party; or (iv) is received from a third party without restriction and without breach of the third party's obligation to the disclosing Party.

Prior Non-Disclosure Agreement. Any existing non-disclosure agreement entered into by the Parties is hereby superseded and replaced by the terms in this Section, which will govern all disclosures and exchanges of Confidential Information made by the Parties previously under such non-disclosure agreement.

Notwithstanding any herein, Mason is required by law to comply with the requirements of the VFOIA (Code of Virginia § 2.2-3700, et seq.). As such, certain Confidential Information related to this Contract may be subject to disclosure under the VFOIA.

I. LIMITATION OF LIABILITY

LIMITATIONS OF LIABILITY. TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, NEITHER PARTY'S TOTAL AND AGGREGATED LIABILITY ARISING OUT OF OR RELATED TO THE AGREEMENT OR THE SERVICES PROVIDED HEREUNDER, WHETHER BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL OR EQUITABLE THEORY, WILL EXCEED THE AMOUNTS ACTUALLY PAID BY CUSTOMER UNDER THE APPLICABLE ORDERING DOCUMENT IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE FIRST EVENT GIVING RISE TO LIABILITY. THE EXISTENCE OF MORE THAN ONE CLAIM WILL NOT ENLARGE THIS LIMIT. THE LIMITATIONS IN THIS SECTION DO NOT APPLY TO (A) PHYSICAL INJURY; (B) A PARTY'S FRAUD OR WILLFUL MISCONDUCT; (C) CUSTOMER'S OBLIGATION TO PAY FEES OWED UNDER THE AGREEMENT; OR (D) A PARTY'S LIABILITY OBLIGATIONS RELATED TO INTELLECTUAL PROPERTY INFRINGEMENT. THESE LIMITATIONS OF LIABILITY ARE INDEPENDENT OF ANY EXCLUSIVE REMEDIES AND WILL SURVIVE AND APPLY TO THE FULLEST EXTENT ALLOWABLE UNDER APPLICABLE LAW.

EXCLUSION OF DAMAGES. TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, IN NO EVENT WILL EITHER PARTY BE LIABLE UNDER THE AGREEMENT FOR ANY INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES OF ANY TYPE OR KIND (INCLUDING LOSS OF DATA, REVENUE, PROFITS, USE OR OTHER ECONOMIC ADVANTAGE), REGARDLESS OF THE CAUSE, ARISING OUT OF OR IN CONNECTION WITH THE AGREEMENT OR THE SERVICES PROVIDED HEREUNDER, EVEN IF ADVISED OF THE POSSIBILITY OF THESE DAMAGES.

- J. **DMCA Take Down Notice:** To the best of Cvent's knowledge, all material published by Cvent on its web pages and other media properties, are done in full agreement with the original copyright owners. If Customer comes across a situation where Customer suspects that this may not be the case, in accordance with the Digital Millennium Copyright Act ("DMCA"), Customer will 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

DocuSigned by:



381F0A8A7AB8471...

Signature


Name: Bayley Brill

Title: Account Manager

Date: 9/18/2024

George Mason University

DocuSigned by:



E1DA89EA373640A...

Signature

Name: Cliff Shore

Title: Chief Procurement officer

Date: 9/18/2024

Data Security Addendum for inclusion in GMU-1874-23 with George Mason University (the “University”)

This Addendum supplements the above-referenced Contract between the University and Cvent, Inc. (“Selected Firm/Vendor”) dated December 13, 2023 (the “Contract”). It is applicable only in those situations where the Selected Firm/Vendor provides goods or services under the Contract or a Purchase Order which necessitate that the Selected Firm/Vendor create, obtain, transmit, use, maintain, process, store, or dispose of University’s Protected Data (as defined in the Definitions Section of this Addendum) as part of its work under the Contract.

This Addendum sets forth the terms and conditions pursuant to which Protected Data will be safeguarded by the Selected Firm/Vendor during the term of the Parties’ Contract and after its termination.

1. Definitions

Terms used herein shall have the same definition as stated in the Contract. Additionally, the following definitions shall apply to this Addendum.

- a. **“Personally Identifiable Information (“PII”)”** means any information that can be connected to a specific person and may include but is not limited to personal identifiers such as name, address, phone, date of birth, student or personal identification numbers, driver’s license numbers, , non-directory information and any other information protected by state or federal privacy laws.
- b. **“University Data”** includes all University owned Personally Identifiable Information and other information that is not intentionally made generally available by the University on public websites, including but not limited to business, administrative and financial data, intellectual property, and patient, student and personnel data.
- c. **“Protected Data” means** data identified by University to Selected Firm/Vendor as Protected Data and may include, but is not limited to: (1) PII; (2) credit card data; and (8) confidential student or employee information. ‘Protected Data’ includes both Highly Sensitive and Restricted categories of data as defined in the [University Policy 1114 Data Stewardship](#).
- d. **“Securely Destroy”** means taking actions that render data written on media unrecoverable by both ordinary and extraordinary means. These actions must meet or exceed those sections of the National Institute of Standards and Technology (NIST) SP 800-88 guidelines relevant to data categorized as high security.
- e. **“Security Breach”** means a confirmed security-relevant event in which the security of a system or procedure used to create, obtain, transmit, maintain, use, process, store or dispose of data is breached, and in which University Data is exposed to unauthorized disclosure, access, alteration, or use.
- f. **“Services”** means any goods or services acquired by the University from the Selected Firm/Vendor.

2. Data Security

- a. In addition to the security requirements stated in the Contract, Selected Firm/Vendor warrants that all electronic Protected Data will be encrypted in transmission (including via web interface) and stored at AES-128 encryption or greater. Additionally, Selected Firm/Vendor warrants that all Protected Data shall be Securely Destroyed, when destruction is requested by the University.
- b. If Selected Firm/Vendor’s use of Protected Data include the storing, processing or transmitting of credit card data for the University, Selected Firm/Vendor represents and warrants that for the life of the Contract and while Selected Firm/Vendor has possession of University customer cardholder data, the software and services used for processing transactions shall be compliant with standards established by the Payment Card Industry (PCI) Security Standards Council (www.pcisecuritystandards.org). In the case of a third-party application, the application will be listed as PA-DSS compliant at the time of implementation by the University. Selected Firm/Vendor acknowledges and agrees that it is responsible for the security of all University customer cardholder data or identity information managed, retained, or maintained by Selected Firm/Vendor, including but not limited to protecting against fraudulent or unapproved use of such credit card or identity information. Selected Firm/Vendor agrees to indemnify and hold University, its officers, employees, and agents, harmless for, from, and against any and all claims, causes of action, suits, judgments, assessments, costs (including reasonable attorneys' fees), and expenses arising out of or relating to any loss of University customer credit card or identity information managed, retained, or maintained by Selected Firm/Vendor, including but not limited to fraudulent or unapproved use of such credit card or identity information. Selected Firm/Vendor shall, upon written request, furnish proof of compliance with the Payment Card Industry Data Security Standard (PCI DSS) within 30 business days of the request. Selected Firm/Vendor agrees that, notwithstanding anything to the contrary in the Contract or the Addendum, the University may terminate the Contract immediately without penalty upon notice to the Selected Firm/Vendor in the event Selected Firm/Vendor fails to maintain compliance with the PCI DSS or fails to maintain the confidentiality or integrity of any cardholder data.

3. Employee Background Checks and Qualifications

- a. In addition to the employee background checks provided for in the Contract, Selected Firm/Vendor shall perform the following background checks on all employees who have potential to access Protected Data: Social Security Number

trace; seven (7) year felony and misdemeanor criminal records check of federal, state, or local records (as applicable) for job related crimes;

4. Insurance

- a. In addition to the insurance requirements outlined in the Contract, Selected Firm/Vendor agrees to maintain Cyber Liability Insurance in an amount not less than \$1,000,000 per incident, for the entire term of the Contract. The Commonwealth of Virginia and the University shall be named as an additional insured.

5. Security Breach


- a. Liability. In addition to any other remedies available to the University under law or equity, Selected Firm/Vendor will reimburse the University in full for all costs incurred by the University in investigation and remediation of any confirmed Security Breach of Protected Data, including but not limited to providing notification to individuals whose Personally Identifiable Information was compromised and to regulatory agencies or other entities as required by law or contract; providing one year’s credit monitoring to the affected individuals if the Personally Identifiable Information exposed during the breach could be used to commit financial identity theft; and the payment of legal fees, audit costs, fines, and other fees imposed by regulatory agencies or contracting partners as a result of the Security Breach.

6. Audits

- a. Selected Firm/Vendor will at its expense conduct or have conducted at least annually a: i) security audit with state-of-the-art audit objectives , which attests the Selected Firm/Vendor’s security policies, procedures and controls; ii) vulnerability scan, performed by industry-standard and up-to-date scanning technology, of Selected Firm/Vendor’s electronic systems and facilities that are used in any way to deliver electronic services under the Contract; and iii) formal penetration test, performed by a process and independent auditing agency of reasonable repute, of Selected Firm/Vendor’s electronic systems and facilities that are used in any way to deliver electronic services under the Contract.
- b. Additionally, the Selected Firm/Vendor will provide the University upon request the executive summary results of the above audits in form of compliance reports such as SOC 2 Type 2 Reports, PCI AOC, executive summary of penetration scans and tests, and will promptly modify its security measures as needed based on those results in order to meet its obligations under the Contract.
- c. Selected Firm/Vendor must provide the University with its current industry standard independent third-party certification/attestation such as Service Organization Control (SOC) 2 Type II audit report, ISO27001/2 or equivalent, and provide a list of all subservice provider(s) relevant to the contract. The University shall have sole discretion to determine whether the audit report/certification/attestation provided is sufficient to satisfy the requirements of this paragraph. It is further agreed that such industry standard audit report/certificate/attestation, will be made available free of cost to the University, will be provided upon written request and not more than once annually. The report should be directed to the appropriate representative identified by the University. Selected Firm/Vendor also commits to providing the University with a designated point of contact for these reports, addressing issues raised in the report including if issues have been cited with the subservice provider(s), and responding to any follow up questions posed by the University in relation to the SOC report. Selected Firm/Vendor agrees to be held legally accountable for the accuracy of any self-attestations provided by the Selected Firm/Vendor towards fulfilling the requirements within this addendum.

IN WITNESS WHEREOF, this Addendum has been executed by an authorized representative of each party as of the date set forth beneath such party’s designated representative’s signature.

Cvent

DocuSigned by:

381F0A8A7AB8471...


Signature

Name: Bayley Brill

Title: Account Manager

Date: 9/18/2024

George Mason University

DocuSigned by:

E1DA89EA373646A...

Signature

Name: Cliff Shore

Title: Chief Procurement Officer

Date: 9/18/2024

George Mason University
RFP GMU-1874-23 University Registrations System
Round 1 Negotiation Memorandum

The evaluation committee has completed the evaluation and scoring of all proposals received for RFP GMU-1874-23 and have identified your firm as one of the finalists. We are prepared to move to Round One (1) Negotiations. We have a few items that we would like to negotiate and that we need additional clarification regarding. Please respond to the points below your earliest convenience but no later than noon on Friday, November 3rd, 2023.

Please provide detailed answers and additional documentation if necessary, in order to thoroughly answer the questions below. Information provided during negotiations may impact the committee's award choices:

1. **Pricing:** At this time, we request that you re-visit your pricing and apply any available discounts or pricing breaks. Please address specific pricing requests below:
 - Mason's usual standard contract term is a one (1) base year with nine (9) optional one-year renewals. If Mason agrees to enter into a longer base term commitment (such as a three (3) or five (5) year commitment (with seven (7) or five (5) optional, one (1) year renewal options) would Cvent be willing to reduce their yearly subscription fees for the modules and hold the subscription fees firm for the three (3) or five (5) year base commitment (with no yearly escalation until after the base term has expired)?

Cvent pricing is determined based on contract length commitment and the total number of registrations that a client consumes during a contract year. If a department commits to a 3, 4 or 5 year base commitment we can waive the 3% year-over-year increase. Significant price breaks have already been provided for departments at GMU that who wish to commit to longer term-lengths, regardless of their total registration commitment.

- We would also like to request that the yearly escalations for the software modules not exceed the Federal CPIU Inflation Index category for "Other Goods and Services", which is usually between a 2-3% annual increase.

We have a 3% year-over-year inflation increase in pricing, but as stated above, if a department commits to 3 year long agreement or longer we can waive the 3% year-over-year increase

- The maximum number of event planners/users allowed in an account is determined by their contract with Cvent. Additional log-ins can be purchased whenever desired. Does this mean each department need their own contract with Cvent? How much would each log-ins be?

There are two different ways in which universities manage their Cvent accounts:

- The most common scenario within universities are departments buying their own Cvent contract and contracting their own licenses and usage. The Professional License includes 10 user logins, and the Enterprise License includes up to 20 user logins. Any additional logins are an additional \$250.

- The second, less common option is one department and one Cvent admin manage a central Cvent account- typically this is managed by Merchant Services. The main admin would have total access to the account, and give access to departmental users based on need. The central contract would also manage all the registrations and subscriptions for the Cvent contract.
- An incentive to being awarded a contract with George Mason University is that it will be a cooperative contract vehicle through VASCUPP, Virginia Association of State College & University Purchasing Professionals, which can and likely will be used by other Commonwealth of Virginia Universities and state agencies. It will also be open and available to agencies outside of the Commonwealth of Virginia.
- Please note that you do not have to resubmit your entire proposal if you are only adjusting your pricing. We only need to see the pricing adjusted unless other aspects of your offer are impacted.

2. Contract Terms & Conditions and Solicitation General Terms and Conditions:

- In the proposal, Cvent mentioned they would be glad to share their solution architecture diagram once an NDA has been signed. If the diagram is not needed, does GMU need to sign an NDA?

No, although our Infosec team may require one in connection with any additional security review, should it involve confidential information.

- GMU would be willing to incorporate some of the negotiated changes from the 2017 contract into this new contract but we will need to negotiate a new agreement/contract with Cvent for this engagement. We propose the following:

If Cvent has a License or Service Agreement that they would like incorporated into the Standard Contract we can potentially review and agree to have it listed in the order of precedent as one of the contract documents. We propose the following for the resulting contract documents: GMU's Standard Contract, with mutually acceptable terms, takes precedence over Cvent's MSA and other documents but we will be able to include these documents as part of Section VII. Order of Precedence. Please advise if this will order of precedence below will be acceptable to Cvent:

- A. GMU's Standard Contract (with negotiated/mutually acceptable terms)
- B. GMU's Data Security Addendum (with negotiated mutually acceptable terms)
- C. Cvent's Negotiation Responses & Best and Final Offer Documents
- D. RFP No. GMU-1874-23
- E. Cvent's Proposal to RFP GMU-1874-23

To confirm, would we be re-using the existing Standard Contract and Security Addendum documents, or is the idea to start from fresh templates while making similar edits? If the latter, we would suggest a similar approach to before, adding portions of our standard terms directly into the Standard Contract.

We would also request to include the Order Form in the order of precedence after the Standard Contract, also in line with our previous agreement.

3. Clarification of TouchNet Integration:

- Stated in the Cvent's proposal is the ability to process refunds via TouchNet and automatic update within selected vendor's system of refund once processed. Cvent is compatible with TouchNet and you can use it to process online payments and refunds, however, GMU would need to log in to GMU's gateway account to issue refunds since transactions happen outside of Cvent.

GMU will only use the TNRP path with Banner integration. Mason needs details on Cvent's ability to comply.

More information related to the workflow and need for this is required to give an in-depth answer.

If refunds need to happen within GMU's TouchNet account, and the planner does not want to issue refunds within Cvent, the planner can set up a No Refund policy and refund attendees within GMU's TouchNet account when necessary, and mark the change within Cvent's backend.

4. Other Features:

- a. What does the Branding Package include?
 - a. The Branding Package includes:
 - i. Branded URLs
 - ii. Custom URL
 - iii. Private Domain
 - iv. Custom Favicon
 - v. Custom Footer
 - vi. Custom Fonts
 - vii. Email and Attendee Hub Footer Removal
 - b. The full contents of the branding package can be viewed here: [Cvent Branding Package](#)
- b. When considering a tie-in of the event with an existing GMU calendar, for example, using 25Live, do we know if this is something has been provided/used in the past?

We do not offer an out-of-the-box integration with 25Live, but it can be scoped out as a custom integration. On the scoping call we can determine what information needs to flow to and from Cvent, and if building out an integration would be possible.

Thank you for considering the items above. You may respond to these items either in this word document or by submitting an email that addresses each of these points. Please note that responses to these Negotiation Items will become part of the resulting contract.

If you have any questions about the negotiation items above, please contact the Contracting Officer, Regina Bazile, as soon as possible to obtain clarification.

Thank you,

Regina Bazile
Senior Buyer, George Mason University
Phone: 703-993-6880
Email: rbazile@gmu.edu

ADDITIONAL TERMS AND CONDITIONS FOR CVENT REGISTRATION

t Updated: 20-Feb-24

These Additional Terms and Conditions are legally binding and form an integral part of the Order Form and Event 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 Cvent Registration.

Usage Contacts, Emails and Storage															
<p>The following contacts/emails/storage are included with the designated editions of the Services:</p> <table> <tr> <th></th><th>Express Edition</th><th>Professional Edition</th><th>Enterprise Edition</th></tr> <tr> <td>Contacts</td><td>100,000</td><td>250,000</td><td>400,000</td></tr> <tr> <td>Emails Per Year</td><td>500,000</td><td>1,000,000</td><td>4,000,000</td></tr> </table> <p>Additional contacts/emails/storage may be purchased at the following rates:</p> <ul style="list-style-type: none"> • Contacts: USD 0.25 or equivalent of local currency per contact per year • Emails: USD .05 or equivalent of local currency per email (emails unrelated to Cvent event will be charged as stated in the Order Form) • Storage: 5GB blocks available for \$250/block in addition to amount stated below 					Express Edition	Professional Edition	Enterprise Edition	Contacts	100,000	250,000	400,000	Emails Per Year	500,000	1,000,000	4,000,000
	Express Edition	Professional Edition	Enterprise Edition												
Contacts	100,000	250,000	400,000												
Emails Per Year	500,000	1,000,000	4,000,000												
Registrations and Registrants															
<p>• A Registrant is defined as a person registering via a registration process created within the Cvent system, even if submitted manually through the back end of the system. Guests registered under a Registrant will count as a Registrant for billing purposes. Each registration will count as a Registrant for billing purposes from the point of submission, not from the point of approval or confirmation. If a person cancels, the initial registration still counts as a Registrant for billing purposes.</p> <p>• The Order Form may specify a number of Registrants allowed for a given service level and or price. Customer will be billed for any registrations beyond this number at the rate specified in the Order Form, or the then current rates for overage if none is specified. Except for price, which may differ, Customer agrees that registrations incurred beyond the contracted level will be subject to the same terms.</p> <p>• Customer agrees that the number of Registrants listed under minimum usage fee in the Order Form is the minimum number of Registrants Customer agrees to use and pay for per annum. Should Customer use less than this minimum number, fees due under the Order Form will not be reduced. Except as expressly set forth in the applicable Order Form, unused registrants will roll over to a specific order form by the Account manager.</p>															
Per-Event Pricing															
<p>For Order Forms specifying per-event pricing, each event activated in the Services will be counted for billing purposes except events flagged in advance for administrative purposes by Cvent.</p>															
Event Registration Fees Processing															
Event Registration Fees Processed by Cvent (“Cvent Payment Service”)															
<p>If Customer chooses Cvent to process Customer’s event registration fees (the “Event Registration Fees”) the following shall apply:</p> <ul style="list-style-type: none"> • Cvent Payment Service’s setup fee and payment processing fees (the “Processing Fees”) will be stated in the applicable Order Form; • No later than the last business day of the month following receipt of Event Registration Fees on Customer’s behalf, Cvent will remit to Customer the Event Registration Fees less (1) the Processing Fees, (2) a charge back fee equal to USD 25 or equivalent of local currency for each chargeback, reversal or payment dispute; (3) the amount of such chargeback or reversal, (4) pending disputed fees between Cvent and the cardholder’s financial institution, (5) any applicable taxes on services rendered, and (6) amounts equal to all total payments due to Cvent which are more than thirty (30) days past their respective due dates (the net amount is the “Customer Repayment”); • Customer Repayment will be in one of the following settlement currencies: USD, CAD, GBP, EUR, AUD, and SGD. When the currency used to pay the Event Registration Fee is different than the currency used to pay the Customer Repayment, Cvent will convert to the settlement currency at 1% above the daily mid-market foreign exchange rate. Cvent is not liable for any losses incurred nor may benefit from any gains due to market foreign exchange rate fluctuations; • Customer will be responsible for any fees charged by Customer’s bank for accepting Customer Repayment from Cvent; • Prior to issuing each Customer Repayment, Cvent will provide a statement setting forth the amount of the Event Registration Fees collected, and the fees deducted; • At Cvent’s sole discretion, it may place a reserve on the funds collected as a reserve against potential additional charges that may occur after the end of the event or which Cvent believes there may be a high level of risk associated with Customer’s account. (Additional charges might include credit card charge backs, attendee or exhibitor disputes, or similar items.) Any reserve funds not used to cover additional charges will be remitted to Client approximately 21 days after the event end date; • Once all Customer Repayment funds have been remitted, Customer is still responsible for paying any additional charges related to the event that may occur after remittance; • Customer is responsible for providing adequate funds to process any refunds in excess of funds available within the Customer’s account; • Instead of accepting remittance of all funds, Customer may select to apply available Customer Repayment funds to any outstanding invoices with Cvent; 															

- Cvent reserves the right to withhold distribution of Customer Repayment funds if Customer has invoices that are outstanding beyond their due date and apply such funds as payment against outstanding invoices, whether arising under this Agreement or another agreement between Cvent and Customer;
- Customer must ensure at all times while event registration is open that a refund policy be clearly stated both on the event website and the registration form stating no refunds shall be considered after 60 days following payment, or 15 days following the completion of the event in which registration fees were collected; and
- In conjunction with our provision of the services under this Order Form, you authorize us to execute, endorse and deliver in your name all instruments or other documents that we may consider necessary, including without limitation the endorsement of checks we receive made payable to you.
- Cvent may require Customer to provide additional information about yourself, the entity you represent (if any), and the principals/beneficial owners of the entity you represent (if any) (collectively, "Additional Registration Data"). As an example, Additional Registration Data may include current address, doing business as (DBA) names, description of products, website address, . We may use this information to verify your identity, the validity and/or legality of your transactions, and/or whether you qualify to use the Organizer Services. You must: (a) promptly provide accurate and complete information and (b) regularly and quickly update this information to make sure it remains accurate and complete.
-

Customer Collects and Processes All Event Registration Fees

- If Customer chooses to collect and process all event registration fees, then Customer shall:**
- establish its own merchant bank account with a provider of credit services supported by Cvent;
 - test the connectivity of its merchant account (including authorization, settlement and refund) prior to processing credit card payments at its event; and
 - be responsible for all costs, expenses, obligations and liabilities in connection with its processing of such fees.

Cvent Registration Product: Event Builds

Cvent provides event building services by its professional staff. The Event Build complexity levels are categorized, from lowest to highest, as Simple Builds, Medium Builds, Advanced Builds and Complex Builds, characterized by the attributes below. The highest complexity level in which any two of an Event Build's attributes belong determines the complexity level of the Event Build. Your Order Form may specify a number of Event Builds of a given complexity level and price. Cvent reserves the right to determine that an Event Build is of a higher complexity level than previously assigned, and you will be charged as specified in your Order Form or, if not specified, for the difference in then-current Event Build complexity level rates. An additional fee, as specified on your Order Form or otherwise at then-current rates, may be charged for optimizing an event site and registration process for display on mobile devices.

Event Attributes/Characteristics*	Simple	Medium	Advanced	Complex
Contact Types	No	2-5	6-10	11+
Registration Paths	1	2-5	6-10	11+
Travel	No	1-5 Hotels	5-10 Hotels	10+ Hotels
Website Pages	1-2	3-6	7-12	13+
Discount codes, early bird rates, and partial payments	No	Yes	Yes	Yes
Session visibility and/or registration rules	No	Yes	Yes	Yes
Event Length	1 day event	2 day event	3 day event	4+ day event
Multi Lingual	No	No	Bi-Lingual*	Multi-Lingual*
Attendee Hub configuration	No	No	Yes	Yes

* = Registration and Event website only.

Registration Product: Appointments

- A Standard Appointment is defined as an appointment at an event the Customer is hosting where registered attendees may create and manage their own appointments. The Appointment event must be in Active, Complete or Closed status to be considered as billable. All unique registrants in the appointment event will be treated as billable.
- A Universal Appointment is defined as an appointment at an event hosted by another party that the Customer is attending as a third party (sponsor, exhibitor, attendee, or the like) and enables the Customer's own staff to schedule their own appointments at such event. The Appointment event must be in Active, Complete or Closed status to be considered as billable. All unique registrants added in the staff group of the Universal Appointment that have at-least one appointment (regardless of appointment status) will be treated as billable.
- A Planner Coordinated Appointment is defined as an appointment at an event the Customer is hosting and at which the registered attendees do not manage their own appointments. Planners solicit attendee preferences and availabilities as part of registration and creates the schedule on the attendee's behalf. The Appointment event must be in Active, Complete or Closed status to be considered as billable. All unique registrants in the appointment event will be treated as billable.
- The Order Form may specify a number of Appointment Registrations allowed for a given service level or price. Customer will be billed for any Appointment Registrations beyond this number at the rate specified in the Order Form, or the then current rates for overage if none is specified. Except for price, which may differ, Customer agrees that Appointment Registrations incurred beyond the contracted level will be subject to the same terms.
- Customer agrees that the number of Appointment Registrations listed under minimum usage fee in the Order Form is the minimum number of Appointment Registrations Customer agrees to use and pay for per annum. Should Customer use less than this minimum number, fees due under the Order Form will not

be reduced. Except as expressly set forth in the applicable Order Form, unused Appointment Registrations will not roll over to another term year.

ADDITIONAL TERMS AND CONDITIONS FOR ONSITE SOLUTIONS

Updated: 11-Sep-24

These Additional Terms and Conditions are legally binding and form an integral part of the Order Form and Event 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 Cvent Onsite Solutions.

Service Description: Onsite Solutions	
Check-In and Attendance	
<ul style="list-style-type: none"> Onsite Check-In and Badge Printing The check-in solution permits event staff to process registration and session check-ins. Check-ins and other processing tasks may also be performed by attendees on a self-service basis. Attendance Tracking The attendee tracking solution provides the ability to track an attendee's journey at the event, through a designated badge tracking option (RFID or QR code) combined with badge reading devices. Metrics and reporting are provided to assist customer in determining attendee interests and preferences. 	
Lead Capture and Exhibitor Booth Tracking	
<ul style="list-style-type: none"> Lead Capture The lead capture solution enables Customer's authorized users (event staff and/or exhibitor personnel) to retrieve attendees' event registration information and contact information ("Leads"), and to rate and add qualification data to Leads ("Lead Data") (collectively, "Lead Information"). Users may collect Leads by scanning a barcode or QR code displayed on an event attendee's badge or mobile device, by manually entering an attendee's information, or by using RFID-enabled collection to automatically gather relevant information from booth visitors. Exhibitor Visitor Tracking The Service's exhibitor visitor tracking solution provides Customer with real time views to track and measure attendee activity and interest within an exhibitor's booth, and to help identify potential leads not captured with a lead management device. Standard reports provide increased insight into attendee interests and preferences. 	
Lead Capture Subscription Rights Options	
<ul style="list-style-type: none"> For Event Organizers Customer as the event organizer may purchase user subscription rights to allocate among event staff and third-party exhibitors at one or more events. Single Event License for Exhibitors An event organizer may enable exhibitors to obtain user subscription rights directly from Cvent via the Exhibitor Portal (described below); provided that where Customer as the event organizer does not purchase user subscription rights in advance, Customer agrees that the Service will be the sole and exclusive lead capture solution available for the event (except to the extent the parties mutually agree to waive this requirement in the case of a particular exhibitor or event). Multi-Event Subscription Right for Exhibitors ("Universal Lead Capture" limited to 10 user logins) A Customer that wishes to use a single lead capture solution for multiple tradeshows, conferences and other events it attends as an exhibitor or sponsor may avail subscription rights to the solution on a subscription basis to use for all such events during the term of the Agreement. Where an event does not utilize Cvent's event registration software, Customer understands and agrees that Cvent will use commercially reasonable efforts to obtain the necessary "badge kit" or similar codes or credentials to unlock attendee information for use with Cvent's lead capture solution, however Cvent cannot guarantee cooperation by third party event registration service providers. Subscription Rights Options: Application & Equipment Rental, or Application Only A subscription right that includes device-rental permits an authorized user to use the Software for lead management at a specified event, preinstalled on an iOS or Android™ mobile device or scanner provided at the event location by Cvent or a third-party supplier. A software-only or "bring-your-own-device" subscription right permits the authorized user to download, install and operate the lead capture software on a supported mobile device or scanner provided by the user or by Customer. 	
Exhibitor Portal	
<ul style="list-style-type: none"> Customer may order user subscription rights, create and manage user ids (up to the number of purchased subscription rights), and access Leads and Lead Data through Cvent's lead management and exhibitor management web applications (the "Exhibitor Portal"), as well as through the Event Management web application if Customer has availed subscription rights to that product. Customer will have access to both Leads and Lead Data for attendees whose information Customer's staff have scanned or entered through the App. Where Customer is the host or organizer of an event and has allocated subscription rights to one or more third party exhibitors, Customer shall have access to Leads and Lead Data collected by such exhibitors. 	
Supported Devices, Operating Systems, Software Releases and Upgrades	
<ul style="list-style-type: none"> Devices Cvent currently provides native, compiled Apps for the following devices: iPhone, iPad, iPod Touch and various 3rd party peripherals providing RFID reading or IR Scanning capabilities. In addition, the Cvent LeadCapture app is supported on various Android handheld and tablet devices. Operating Systems 	

Cvent provides technical support for Apps on the current major release and immediately preceding major release of iOS or Android™. In addition, the Cvent LeadCapture app is supported on the current major release and immediately preceding major release of Android.

- **Software Releases**

Cvent provides technical support for Apps which are based on the most current release of the App or prior versions of the App for releases occurring up to six (6) months prior to the current release. Customers will be provided opportunities to upgrade their existing Apps to the most current App release.

Equipment

- Customer shall be responsible for all equipment supplied by Cvent under the Agreement, whether provided directly to Customer by Cvent or through a third-party supplier. At the conclusion of Customer's event, Customer will return all equipment supplied by Cvent. All such equipment will be returned in proper working order and in the same condition as when it was furnished to Customer. Customer is responsible for any damage to such equipment, as determined by Cvent or its third-party supplier, and hereby agrees to pay Cvent for any such damage, up to the replacement cost of the equipment.

Special Disclaimers for Onsite Solutions (including the Service)

- Cvent disclaims any responsibility for availability or loss of power, Internet or telecommunications service, placement of electrical or network outlets, and for any act, occurrence or circumstance at an event site or any other location which are beyond Cvent's control.

Site Requirements

- As between Customer and Cvent, Customer shall comply with all of the event site or venue's requirements and guidelines for conducting the event on its premises, including but not limited to any use of its employees or other third party vendors in connection with the event, electrical requirements, audio and visual requirements, fire and safety requirements, insurance requirements, equipment and trash removal, and indemnification and hold harmless obligations. To the extent that Cvent is requested or required by the event site or venue to execute any agreement or acknowledgement of compliance in order to be given access to the premises, Customer agrees to execute after review and acceptance all such documents in lieu of Cvent and Cvent's failure to do so and subsequent inability to perform hereunder shall not constitute a breach of this Agreement.

LeadCapture License/Universal Lead Capture/LeadCapture Badge Kit API

- Subject to the terms and conditions of this Agreement and provided Customer is otherwise in good standing of this Agreement, Cvent hereby grants Customer a limited, non-exclusive, and non-transferable right to redistribute the Services known as LeadCapture purchased hereunder to exhibitors (without any further right of resale, transfer, or assignment) during the Term and at the event(s) designated in the Order Form only. All such redistribution shall be subject to terms and conditions by and between Cvent and exhibitors only and Customer may not bind Cvent to any additional terms under any circumstances. In addition, the pricing for the redistribution of such Services shall be as set forth in the Order Form and all exhibitors shall pay such fees directly to Cvent. Upon receipt of payment from exhibitors, on a monthly basis Cvent shall remit to Customer the percentage of the fees designated in the Order Form via the payment processing services designated by Cvent. Customer shall not have the right to receive such percentage on any fees, taxes, VAT, or any amounts collected by Cvent other than those specified in the Order Form for redistribution of LeadCapture. For the avoidance of doubt, Customer must maintain an account with the payment processing services designated by Cvent in order to receive payment hereunder. In the event there are amounts owed by Customer to Cvent hereunder that are past due, Cvent shall be entitled to offset against such balance the amounts due under this Section. Customer acknowledges and agrees that notwithstanding the foregoing Cvent reserves and shall have the right to provide its Services known as LeadCapture, Universal LeadCapture, and LeadCapture Badge Kit API directly to any exhibitors, including but not limited to those at the designated event(s), and designate other distributors for LeadCapture, Universal LeadCapture, and LeadCapture Badge Kit API as such designated events. Notwithstanding the foregoing, Cvent will retain all goodwill and all rights to the Services, and Customer will obtain no goodwill or any other rights thereof as a result of any redistribution of the Services.
- The use of LeadCapture Badge Kit API by Customer or any exhibitors is subject to integration with various third-party applications. Configuration and use of LeadCapture Badge Kit API depend upon (a) Customer's maintaining an active license and login credentials for the third-party application, and (b) the continuing compatibility and stability of the third party's application programming interface. Customer understands and agrees that Cvent does not control, and cannot guarantee, the fulfillment of the foregoing dependencies or the accuracy, completeness or quality of any data transmitted via LeadCapture Badge Kit API or other integration to an external application except up to the point of transmission, and Cvent is not liable for the quality of any third party data, or any misconfiguration, data corruption or data loss resulting from the use of LeadCapture Badge Kit API or other such integrations.
- The use of LeadCapture and Universal LeadCapture by any exhibitors is subject to Customer authorizing the transfer of requested Customer Data to the exhibitor(s) through LeadCapture and Universal LeadCapture, which is at the sole discretion of the Customer. Cvent bears no obligation or liability to exhibitors (and exhibitors remain responsible for all fees payable for LeadCapture and Universal LeadCapture) if Customer does not grant such authorization or subsequently revoke such authorization.

ADDITIONAL TERMS AND CONDITIONS FOR CVENT ATTENDEE HUB

Updated: July 17, 2023

Scope
<p>Cvent's web and mobile application attendee engagement solution known as Cvent Attendee Hub ("Cvent Attendee Hub") is comprised primarily of (i) the content management portal at Event Management ("Event Management Portal") for input of data and content by Customer; and (ii) a web and/or mobile application (the "App")., a specific instance of which may be modified by Customer for a specific event or events and made available for download and use by registrants of the event(s).</p>
Platform Requirements
<ul style="list-style-type: none"> Customer acknowledges that the use and publication of Apps will be subject to rules and procedures of third-party application marketplaces ("Mobile Marketplaces"), such as Apple and Google app stores. Customer further acknowledges and agrees that: <ul style="list-style-type: none"> Customer will abide by such rules and procedures, including updates; Cvent has no control over such rules and procedures, and cannot be responsible for ensuring performance or availability of a Mobile Marketplace; and Cvent is not liable for any delays in the delivery or deployment of Customer Apps caused by changes to, or Customer's failure to adhere strictly to, any such rules or procedures.
Content and App Builds
<p>Content</p> <ul style="list-style-type: none"> All of Customer's event data, materials and content ("Content") must be supplied by Customer through the Event Management Portal. Failure by Customer to provide Content does not invalidate the Agreement or Customer's obligations under the Agreement, including its obligation to pay Cvent Attendee Hub subscription and use fees. Cvent will provide Customer with guides and templates for uploading Content into the Event Management Portal. Customer is solely responsible for using password practices to secure access to its event on the Event Management Portal to avoid unauthorized access to its Content by other users. Cvent disclaims responsibility for unauthorized access due to your failure to secure such access. <p>Review and Submission to Mobile Marketplaces</p> <ul style="list-style-type: none"> Unless Customer has contracted Cvent for such services, Customer is solely responsible for building its App through the Event Management Portal. Customer will have access to Cvent support staff, and an opportunity to review and make changes prior to submission of the App to the applicable Mobile Marketplace(s). The App needs to be submitted to the applicable Mobile Marketplaces, and Customer acknowledges and agrees that Cvent bears no expense and assumes no risk or liability for administrative actions required to make such submission. Customer may publish the App in one of three ways: <ol style="list-style-type: none"> Engage Cvent to publish event(s) in the Mobile Marketplace under Cvent's container app – Cvent Events. Publish Customer's own branded multi-event app, and in order to do so either of the following methods may be agreed upon below: <ul style="list-style-type: none"> Self-publish the App on Customer's own. Customer is solely responsible for complying with all Mobile Marketplace requirements for such purposes; or Authorize Cvent to publish the App in the Mobile Marketplace on Customer's behalf; provided that Customer adds Cvent as an administrator, to access and manage the Developer Account. Additionally, Customer shall provide Cvent access to the publisher account in the applicable marketplace and maintain a valid account. Cvent shall bear no expenses and assumes no risk or liability for any administrative actions taken by Cvent in its limited capacity of submitting the application through your Developer Account. Self-publish the App in Customer's internal app store, circumventing the public Mobile Marketplace. Customer acknowledges and agree that in the event Customer choose to publish the App as set forth in clauses 2 and 3 above, the primary control of the developer account shall remain with Customer and as such: <ol style="list-style-type: none"> Customer will be solely responsible to ensure compliance with all the rules and procedures established by Mobile Marketplace. Customer shall secure your publisher account within the applicable marketplace at your sole expense; and maintain it securely with all data privacy procedures in place to safeguard the Customer Data. Cvent will bear no responsibility for any delays in publishing or rejection of your App by a Mobile Marketplace, and any such delay will not modify Customer's obligations to Cvent including, but not limited to, your payment obligations. If your App is rejected by a Mobile Marketplace, Customer may engage Cvent to publish in Cvent's container app. If Customer terminates or does not renew this Agreement, Customer will not publish or will cease publication of Customer's App(s).
Supported Devices, Systems and Releases
<p>Supported App Devices:</p> <p>Cvent currently provides native, compiled Apps for the following devices: iPhone, iPod Touch, iPad, Android phones and Android tablets. Submissions are made to Apple App Store and Google Play Store only.</p> <p>Mobile Operating Systems:</p> <p>Cvent provides technical support for Apps for the current major release version and immediately preceding major release version of Apple iOS and Android OS.</p> <p>Internet:</p> <p>Cvent will provide Customer with online access to Cvent Attendee Hub via the internet by use of a Customer provided browser. Customer is solely responsible</p>

for obtaining and maintaining at its own expense all equipment needed to access Cvent Attendee Hub, including internet access and adequate bandwidth. The Cvent Attendee Hub is not compatible by use of Internet Explorer browser.

Third Party Solutions:

Customer acknowledges and agrees that certain functionalities of Cvent Attendee Hub may require a license or subscription to a compatible third-party solution (i.e., streaming platform) or Customer to procure such license or subscription from Cvent subject to terms and conditions as required by the third-party provider. If Customer buys or licenses any such third-party solution from a third party provider, Customer acknowledges and agrees that such solutions are being provided by a third party and Cvent is not responsible or liable for any claims or damages related to or arising from Customer's use thereof, including but not limited to any unavailability of such solution during Customer's event.

Cvent Software Releases:

Cvent provides technical support for Customer Apps that use Cvent's most current release of the App or prior versions released up to six (6) months prior to the current release. Customers will be provided opportunities to upgrade their existing Apps to the most current App release.

Support

During the term of the Agreement, Cvent agrees to provide Customer with email and telephone access to the Cvent Attendee Hub Support Center seven days a week, 24 hours a day. If Customer has more than one Event Management Portal login, Customer will appoint an Authorized Support Contact who will contact the Cvent Attendee Hub Support Team directly on behalf of Customer's other Event Management Portal users. One hundred and twenty (120) days after Customer last event or, if later, upon expiration of the current Term of the Agreement, Cvent may remove all of Customer's App(s) from Mobile Marketplaces, and Cvent will retain no obligation to support, update or maintain such App(s). Customer acknowledges and agrees that certain features of Cvent Attendee Hub require support from third parties and Cvent is not responsible for any delays attributable to such third parties' support.

Privacy and Disclaimers

Customer agrees that Cvent is not responsible for the unauthorized dissemination of any Content distributed through Cvent Attendee Hub.

CUSTOMER ACKNOWLEDGES AND AGREES THAT IT IS SOLELY AND EXCLUSIVELY RESPONSIBLE FOR COMPLIANCE WITH ALL APPLICABLE DATA PRIVACY LAWS INCLUDING BUT NOT LIMITED TO COLLECTING PROPER CONSENT AND AUTHORIZATION TO SHARE REGISTRANTS' INFORMATION, INCLUDING ANY PERSONAL INFORMATION, WITH ANY THIRD PARTY.

NOTWITHSTANDING ANYTHING SET FORTH IN THE AGREEMENT OR THESE ADDITIONAL TERMS AND CONDITIONS, ALL WARRANTIES EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THOSE CONCERNING MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ACCURACY OR USE ARE HEREBY DISCLAIMED. CVENT DOES NOT WARRANT OR GUARANTEE THAT CVENT ATTENDEE HUB (OR THE SUPPORT PROVIDED HEREUNDER) WILL SATISFY YOUR REQUIREMENTS, OR THAT THE OPERATION OF SUCH WILL BE UNINTERRUPTED OR ERROR FREE.

Overage

Customer acknowledges and agrees that its use of Cvent Attendee Hub is subject to additional Fees for usage in excess of the quantities stated in the Order Form or hereunder. Customer agrees to pay the overage fee as designated on the Order Form or as set forth below.

Cvent Attendee Hub:

Per Registrant Pricing (as designated on the Order Form):

Customer agrees that the number of registrants in the Order Form is the minimum number of registrants Customer has committed to for Cvent's Attendee Hub. If Customer exceeds the number of registrants in the Order Form, then Customer will pay the applicable overage fees as set forth in the Order Form or if none is stated, Cvent's then current rate.

For Cvent Attendee Hub, each registration to an event that has a published Cvent Attendee Hub, whether virtual or in person, is considered a registration. If Customer uses less than the stated number of registrants, Fees due under the Order Form will not be reduced or credited to Customer. Except as expressly set forth in the applicable Order Form, unused Registrations will roll over on a specific order form by the Account manager.

Per Event Pricing (as designated on the Order Form):

Customer agrees that the number of events stated on the Order Form is the minimum number of events Customer agrees to pay for per event utilizing Cvent Attendee Hub. If Customer exceeds the number of events as stated, then Customer is responsible for the overage based on the below:

<u>No. of Registrations</u>	<u>Fees</u>
1-14 registrations	\$0/event
15 – 50	\$1,500/event
51 - 125	\$2,250/event
126 - 250	\$3,350/event
251 - 500	\$4,500/event
501 - 1,500	\$8,250/event
1,501 - 3,000	\$12,000/event
3,001 - 5,000	\$17,500/event
5,001 - 10,000	\$25,000/event

10,001+	\$35,000/event
<p>In lieu of paying the above rate, the Customer may purchase additional quantities prior to exceeding its usage at a mutually agreed upon rate.</p> <p>Cvent Video Player: Attendee Hub includes 15 hours of live video streaming per registrant per event on an aggregate basis. If this limit is exceeded, Cvent will bill overages at \$1.80 per viewer hour on a quarterly basis in arrears. Upon Customer's written request, Cvent shall provide reasonably sufficient documentation to verify such charge.</p> <p>Cvent Video Conferencing: Attendee Hub includes 15 hours of video conferencing (where the attendee is able to participate) per registrant per event on an aggregate basis. If this limit is exceeded, Cvent will bill overages at \$1.80 per viewer hour on a quarterly basis in arrears. Upon Customer's written request, Cvent shall provide reasonably sufficient documentation to verify such charge.</p> <p>Payment: Overages are calculated and invoiced on a quarterly basis in arrears and payable in accordance with the terms and conditions of the Agreement.</p>	
Account Video Storage	
<p>Customer acknowledges that the video storage limits for its account are determined by Customer's applicable subscription tier. Cvent will make available Documentation that outlines the account storage available in each subscription package. Cvent has no obligation to maintain or provide any video recording(s) to Customer beyond the contracted storage volume and shall prohibit additional video recording(s) from being uploaded. Customer may purchase additional storage.</p>	

ADDITIONAL TERMS AND CONDITIONS FOR SOCIAL TABLES PLATFORM

Updated: October 16, 2023

These Additional Terms and Conditions are legally binding and form an integral part of the Order Form and Event 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.

Definitions	
<ul style="list-style-type: none"> 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). Subscription Plans Shall mean either a Pro or Premium subscription plan (each a "Subscription"). A Pro plan is a monthly Subscription that a Customer may sign up for on our website directly whereas a Premium plan is an annual Subscription that is provided under a duly executed Order Form. 	
Social Tables Platform	
<ul style="list-style-type: none"> Social Tables Platform A Premium 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 and a Pro Customer's right to access and use the Social Tables Platform commences on the date a Pro Subscription is purchased and paid for on our website 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. For Premium Subscriptions, 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 Premium Customers subscribing to the Social Tables Sales & Catering System ("System") in a duly executed Order Form 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. Mason shall be responsible for the ordinary negligent acts or omissions of its agents and employees causing harm to persons not a party to this Contract. The Contractor agrees that it shall be responsible for the ordinary negligent acts or omissions of its agents and employees causing injury to persons not a party to this Contract. Nothing herein shall be deemed a waiver of the sovereign immunity of the Commonwealth of Virginia or require Mason to indemnify, defend, or hold harmless Contractor for claims brought against Contractor. 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. However, Customer shall not reassign such user account as a means of sharing use of the Social Tables Platform within Customer's operations, rather, Customer shall purchase additional users as required. 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. 	
Additional Terms Applicable only to Pro Customers	
<p>Subscriptions: If following the current monthly Subscription, Customer no longer has an active credit card on file, then Cvent reserves the right to immediately suspend Customer's access to the Social Tables Platform.</p> <p>Payments: All payments for Pro Subscriptions will be made by credit or debit card. Until all amounts due have been paid in full, Customer authorizes Cvent to charge any credit or debit card provided by Customer for all amounts due under the applicable Pro Subscription. Customer shall keep payment information current at all times. If the card cannot be verified, is invalid, is over-limit or is not otherwise acceptable, then Cvent may suspend Customer's access to the Social Tables Platform without notice until payment in full is made. All prices are given and must be paid in the currency indicated.</p>	

Cancellations: Customers may cancel their Pro Subscription within the service. Cvent does not offer any refunds of prepaid Subscriptions and upon a cancellation by the Customer and completion of the then current Subscription month, Customer will no longer have access to the Social Tables Platform.

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. CVENT 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. CVENT 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 CVENT, 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.



Purchasing Department
4400 University Drive, Mailstop 3C5
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<http://fiscal.gmu.edu/purchasing/>



**REQUEST FOR PROPOSALS
GMU-1874-23**

ISSUE DATE: July 20, 2023

TITLE: University Registration Systems - TouchNet Ready Partners

PRIMARY PROCUREMENT OFFICER: Regina Bazile, Senior Buyer

SECONDARY PROCUREMENT OFFICER: James F. Russell, Director

QUESTIONS/INQUIRIES: Submit all inquiries through [Mason's Bonfire Portal](#), no later than 4:00 PM Eastern Time (ET) on July 27, 2023. **All questions must be submitted through Mason's Bonfire portal.** For assistance with technical questions related to Bonfire, contact Support@GoBonfire.com or visit Bonfire's help forum at <https://vendorsupport.gobonfire.com/hc/en-us>. Responses to questions will be posted to Mason's Bonfire portal and on the [Mason Purchasing Website](#) by 5:00 PM ET on August 3, 2023.

PROPOSAL DUE DATE AND TIME: August 21, 2023 @ 2:00 PM ET. ATTENTION: PROPOSALS WILL NOT BE ACCEPTED VIA EMAIL, MAIL, eVA OR IN PERSON. SEE SECTION XIII.A.1 FOR DETAILS ON ELECTRONIC PROPOSAL SUBMISSION.

In Compliance With This Request For Proposal And To All The Conditions Imposed Therein And Hereby Incorporated By Reference, The Undersigned Offers And Agrees To Furnish The Goods/Services In Accordance With The Attached Signed Proposal Or As Mutually Agreed Upon By Subsequent Negotiations.

Name and Address of Firm:

Legal Name: _____

Date: _____

DBA: _____

Address: _____

By: _____

Signature

FEI/FIN No. _____

Name: _____

Fax No. _____

Title: _____

Email: _____

Telephone No. _____

SWaM Certified: Yes: _____ No: _____ (See Section VII. SWaM CERTIFICATION for complete details).

SWaM Certification Number: _____

This public body does not discriminate against faith-based organizations in accordance with the *Governing Rules*, § 36 or against a Bidder/Offeror because of race, religion, color, sex, national origin, age, disability, or any other prohibited by state law relating to discrimination in employment.

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GMU-1874-23

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- I. **PURPOSE:** The purpose of this Request for Proposal (RFP) is to solicit proposals to establish a contract through competitive negotiations with one or more qualified vendors to provide Course, Event Management, and Event Registration Systems for George Mason University. **Offerors' solutions/systems should be able to integrate with TouchNet; which is Mason's E-Commerce Payment Platform. Offerors must either be TouchNet Ready Partners at time of contract award or should be working to become TouchNet Partners by time of award (failure to become a TouchNet Ready Partner will result in any awarded contracts being terminated and any and all funding being revoked).** George Mason University (herein after referred to as "Mason," or "University") is an educational institution and agency of the Commonwealth of Virginia.
 - II. **PURCHASING MANUAL/GOVERNING RULES:** This solicitation and any resulting contract shall be subject to the provisions of the Commonwealth of Virginia *Purchasing Manual for Institutions of Higher Education and their Vendor's*, and any revisions thereto, and the *Governing Rules*, which are hereby incorporated into this contract in their entirety. A copy of both documents is available for review at: <https://vascupp.org>
 - III. **COMMUNICATION:** Communications regarding the Request For Proposals shall be formal from the date of issuance until a contract has been awarded. Unless otherwise instructed offerors are to communicate with only the Procurement Officers listed on the cover page. Offerors are not to communicate with any other employees of Mason.
 - IV. **FINAL CONTRACT:** ATTACHMENT B to this solicitation is Mason's standard two-party contract. It is the intent of this solicitation to base the final contractual documents off of Mason's standard two-party contract and Mason's General Terms and Conditions. Any exceptions to our standard contract and General Terms and Conditions should be denoted in your RFP response. Other documents may be incorporated into the final contract, either by way of attachment or by reference, but in all cases this contract document and Mason's General Terms and Conditions shall jointly take precedence over all other documents and will govern the terms and conditions of the contract.
As a public institution of higher education in Virginia Mason cannot agree to any of the following terms in any documents:
 - A. An express or implied waiver of sovereign immunity.
 - B. An agreement to indemnify, defend or hold harmless any entity.
 - C. An agreement to maintain insurance.
 - D. An agreement providing for binding arbitration.
 - E. An agreement providing for the payment of attorneys' fees, costs of collection, or liquidated damages.
 - F. Waiver of jury trial.
 - G. Choice of law or venue other than the Commonwealth of Virginia.
- Contracts will only be issued to the FEI/FIN Number and Firm listed on the signed cover page submitted in your RFP response. Joint proposals will not be accepted.
- V. **ADDITIONAL USERS:** It is the intent of this solicitation and resulting contract(s) to allow for cooperative procurement. Accordingly, any public body, public or private health or educational institutions, or affiliated corporations may access any resulting contract if authorized by the contractor.

Participation in this cooperative procurement is strictly voluntary. If authorized by the Contractor(s), the resultant contract(s) will be extended to the entities indicated above to purchase goods and services in accordance with contract terms. As a separate contractual relationship, the participating entity will place its own orders directly with the Contractor(s) and shall fully and independently administer its use of the contract(s) to include contractual disputes, invoicing and payments without direct administration from the University. No modification of this contract or execution of a separate agreement is required to participate; however, the participating entity and the Contractor may modify the terms and conditions of the contract to accommodate specific governing laws, regulations, policies, and business goals required by the participating entity. Any such modification will apply solely between the participating entity and the contractor.

The University may require the Contractor provide semi-annual usage reports for all entities accessing the contract. The University shall not be held liable for any costs or damages incurred by any other participating entity as a result of any authorization by the Contractor to extend the contract. It is understood and agreed that the University is not responsible for the acts or omissions of any entity and will not be considered in default of the contract no matter the circumstances.

Use of the resulting contract(s) does not preclude any participating entity from using other contracts or competitive processes as needed.

- VI. eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION:** The eVA Internet electronic procurement solution, website portal www.eVA.virginia.gov, streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet eProcurement solution by completing the free eVA Vendor Registration. All bidders or offerors agree to self-register in eVA and pay the Vendor Transaction Fees prior to being awarded a contract. Registration instructions and transaction fees may be viewed at: <https://eva.virginia.gov/>
- VII. SWaM CERTIFICATION:** Vendor agrees to fully support the Commonwealth of Virginia and Mason's efforts related to SWaM goals. Upon contract execution, eligible vendors (as determined by Mason and the Virginia Department of Small Business and Supplier Diversity) shall submit all required documents necessary to achieve SWaM certification to the Department of Small Business and Supplier Diversity within 90 days. Vendors currently SWaM certified agree to maintain their certification for the duration of the contract and shall submit all required renewal documentation at least 30 days prior to existing SWaM expiration. <https://www.sbsd.virginia.gov/>
- VIII. SMALL BUSINESS SUBCONTRACTING PLAN:** All potential offerors are required to fill out and submit Attachments A with their proposal.
- Note: Invoices shall only be submitted to Mason by the entity awarded a contract. Subcontractors cannot submit invoices to Mason under any resulting contract.
- IX. PERIOD OF PERFORMANCE:** One (1) year from Effective Date of contract with nine (9) successive one-year renewal options (or as negotiated).
- X. BACKGROUND:** George Mason University is a TouchNet Ready Partner with established E-Commerce Payment Platform along with TouchNet compatible courses, event registration and event management.
- XI. STATEMENT OF NEEDS:** George Mason University (herein referred to as "Mason") is seeking proposals from qualified sources for vendors to provide University Registration Systems including but not limited to Course and Event Registration and Event Management systems for George Mason University. **Offerors should either be TouchNet Ready Partners at time of contract award or in the process of becoming TouchNet Ready Partners (failure to become a TouchNet Ready Partner will result in any awarded contracts being terminated and any and all funding being revoked). Vendors should be able to integrate with TouchNet; which is Mason's E-Commerce Payment Platform.** The intent of George Mason University is to award to multiple offerors.

The requirements in Section A. Requirements are essential to the University. Consideration of your offer will be contingent on your solution/system, which, at a minimum, should meet some, and preferably most of the Requirements outlined below. Please, clearly outline in your proposal which Requirements your solution/system meets and describe how it meets the requirements below. If any customization, configuration, or professional services will be needed to meet a need, please clearly identify that fact and provide a detailed list of estimated costs for those services if they are not included in the response elsewhere:

Note: The Departmental Specific Requirements in Section B. are preferred by specific departments but may not impact award if your system can meet some or most of the Requirements below. As Mason is looking for an assortment of offerors to meet our Department's needs we are open to considering a variety of solutions.

- A. General Requirements:** Offeror's solutions will be evaluated on ease of use for non-technical users in addition to the preferred requirements. **Please provide answers to the questions below by downloading the Bonfire Technical Questionnaire (Q-56QS).**
1. User friendly and flexible as well as quick and easy to use. Offeror demonstrations of their solution/system shall be required before contract award is made.
 2. Very strong data security. Please clearly define your data security in your offer. Offeror will be required to complete, sign and return a Data Sharing Addendum at time of contract award. Attachment C is our Sample Data Sharing Addendum and may change.
 3. Unlimited number of departments and Mason customers to use the system simultaneously.

4. The system/solution to be Commercial Off-the-Shelf (COTS). We are open to seeing customizations to that software to meet all of our requirements but we do not accept our offerors to build a solution/system from scratch.
5. The system/solution to have ability to import/export data securely, and clearly define ALL data integration methods and protocols used:
 - a. Offerors to specifically address the ability to:
 - i. Transfer data files (CSV, space delineate, etc.) via SFTP
 - ii. Transfer live data via restful APIs, SOAP web services, java messaging, or other dynamic and encrypted methods
 - iii. Integrate with data integration automation or ETL tools
6. A seamless customer experience with a continuous flow throughout the entire registration process additional customer requirements are:
 - a. Customer has ability to set up an account.
 - b. Ability to register now and pay later
 - c. Ability to offer all-inclusive pricing and pay only for completed registrations
 - d. Allow customers to register for multiple programs/events at the same time (shopping cart function)
 - e. Ability to easily update or cancel a registration within certain date parameters (ex. Customer can cancel registration up until January 1st and then cancellation is not allowed).
 - f. Ability to register a group
 - g. Ability to limit registration capacity and manage a wait-list
 - h. Have email and text message communication capability integrated with the registrations to quickly and easily generate targeted notifications and reminders to participants at any time
 - i. Ability to collect and retain customer account and donor information
 - j. Ability to issue gift card credits to a customer account
 - k. Ability to take donations during registration
 - l. Ability for customers to log in to their account and view all prior history
 - m. Ability for Mason to search for past and present customers and report on their activity
7. System to have customizable forms/templates which include but are not limited to the ability to:
 - a. Customize Fields
 - b. Send Users secondary forms depending on choice of first forms
 - c. Make various fields required input
 - d. Embed personalized logos/customize colors/contents/themes (all Mason logos adhere to Mason's Visual Identity Brand).
 - e. Incorporate fillable sections that allow for detailed (text-heavy) instructions
 - f. Ability to copy previous event templates for annual or recurring events
 - g. Display class information (teachers, room number, time, building, etc.) on the top of attendance sheets
8. Provide search capabilities for administrative functions (such as searching for customer information, names, etc.). Including the ability to generate and customize reports with specific data, containing information like:
 - a. Collect all personal information and keep a searchable database
 - b. Keep history of transactions for customers, classes, semesters, specific periods, terms e.g.: Fall, Summer, Spring Winter, etc.
 - c. Produce class rosters and attendance sheets with contact information, dates etc.
 - d. Address pertinent risk management topics such as underage attendees, people with certain health/medical/allergies issues, doctor's name and contact information, who is/isn't authorized to pick up minor(s) from activities/events, etc.
 - e. Robust financial reporting (ex. revenue by classes, customers, seasons, reconciliation with remittance checks, overdue payments).
 - f. Ability to process refunds via TouchNet and automatic update within selected vendor's system of refund once processed.
 - g. Program reporting (class totals, classes cancelled or open, daily calendar of activities, instructor schedules, class rosters with payment history)

- h. Robust communication module to email customers by class registration, past classes. Need ability to schedule emails ahead and create communication lists to be reused.
 - i. Ability to create programs with date, times, multiple fees, scholarships, discounts, coupons, donations, waiting lists, instructors, custom questions, pre-requisites, age parameters, etc.
 - j. Ability to show breakdowns of student percentages/lists (Breakdowns based on who have taken multiple classes, T-Shirt sized, region, ages, gender, etc.).
9. Ability to create Subscriptions Lists (additional reporting tool) that include the following data:
- a. Event registration and participation data
 - b. Rosters and attendance data
 - c. Revenue information
 - d. Payment information
 - e. Receivable information
 - f. Customer account information
 - g. Scheduling Lists (by instructor, by class, by room, etc.)
 - h. Donor Lists
 - i. Discount or Coupon Code Usage
 - j. Evaluation Statistics
 - k. Customer/Demographic Information
 - l. General Analytics of user behavior and abandoned registration (where, when, etc.)
10. Have 24/7 customer service for Mason's customers; preferably by phone or live chat.
11. Have 24/7 user system support for Mason departments, preferably by phone or live chat.
12. System/Solution allow Mason departments and customers to provide feedback on system use:
- a. In your offer, please detail how customer feedback is incorporated into your product updates and how often it is done.
13. Have affordable fees with option to pass some fees such as registration or processing on to our customers. If your solution/system has these types of fees, please clearly identify them in your proposal and how to pass them to our customers.
14. Meet or exceed the accessibility standards specified in *Section 508 of the Rehabilitation Act of 1973 and *WCAG (Web Content Accessibility Guidelines) 2.0, appropriately tailored to the specific circumstances of the University
- a. Vendor to provide a VPAT (Voluntary Product Accessibility Template)
 - b. Vendor able to provide a usable product demo to Mason's Accessibility department for testing purposes.
15. Ability to perform data migration to new registration (from departments old registration system), if necessary, on as needed basis.
16. System can capture mailing list data for future marketing efforts.
17. System can create and manage discount coupon codes by event.
18. Ability to create and manage waitlist for classes/events.
19. Ability to use federated LDAP for administrative authentication.
- a. CAS
 - b. Shibboleth
20. Clearly identify any on site servers or other equipment or IT infrastructure necessary to support the solution. If one or more servers are necessary, provide details requirements.
21. Provide hosting strategy/strategies. Mason would prefer a cloud hosting strategy but we are open to other hosting

strategies.

22. Provide a detailed solution architecture document, including server setup, security design, and integration points.

23. Provide a detailed implementation project plan, along with any expected assistance from Mason staff.

a. Staff definition to include skills and knowledge needed to complete tasks

24. Provide minimum and recommended staff support for use of product in a university environment, including experience and skills recommended for each role.

B. Departmental Requirements: Many of Mason's Departments have what we believe to be very unique and specific requirements for their event/course management systems. We have broken those out below separately. If your system or solution has the capability to meet these requirements please clearly define which ones your system can meet and how your system has the capability to do so (these requirements are in addition to the General Requirements in Section A. above). **Please provide answers to the questions below by downloading the Bonfire Technical Questionnaire (Q-56QS).**

- ☐ Ability to send smart link to client or event coordinators who do not have access to the system/solution to access registration details in live time (i.e., # of attendees),
- ☐ Has RSVP function for event to determine logistics needs (i.e., venue/space setup, catering orders), need to be robust and have the ability for one person to RSVP for multiple people or groups, ability to type in comments or click fields and drop-down responses to respond to questions (i.e., allergies/health issues, food choices (if multiple meal options available)).
- ☐ Has private lesson booking capability for specific dates, times and rooms with specific instructors at specific rates which detects and prevents double bookings,
- ☐ Has surveys and evaluations that are easy to design and send, with results that are easy to interpret,
- ☐ Ability to create and print personalized certificates,
- ☐ System is able to capture room, dining, and housing information for our guests.
- ☐ System can automatically generate estimates and final invoices based on our pricing structure. For estimate and invoice generation, we need a system that can sequentially number these items.
- ☐ We need the system to be able to send our standard contract based on group type (government/non-government). We would like the system to allow an e-signature for documents that could then be sent back and retrieved by our end user.
- ☐ Ability to create registration forms for various academic programs that Mason is having onsite. This would be more like an admissions process and would require the user to setup an "account".
- ☐ System would need to be able to accept documents that could then be retrieved by one of our end users. In addition, we would like to have documents available that students could also download.
- ☐ Mason would like to be able to create a checklist of mandatory items embedded in the registration process that students need to complete as part of their registration process i.e., current passport, visa, shots before travel, etc. We would like the system to send reminders to these students based on predetermined deadlines before registration is finalized/completed/allowed.
- ☐ Offer highly specific and flexible itemized options (ex. Agenda selection, meal options, dietary restrictions, hotel accommodations, event merchandise selection, special needs/allergies, etc.).
- ☐ Show us "Unsubscribed/Do not call" list.

- ☐ Ability to Create Calendar of Daily Events.
- ☐ Integration with Banner Student and the ability to automate the transfer of data between the course registration system and Banner student.
- ☐ Integration with Banner finance and the ability to automatically transfer data to Banner General Ledger accounts.
- ☐ Ability to connect with Mason Admissions website for admission information.
- ☐ Ability of students, professors, and staff to track the status of certificate progress.
- ☐ Ability to restrict registration to a particular client or subgroup.
- ☐ Ability to batch register multiple students and/or upload registration data for one or multiple courses.
- ☐ Ability to have the system/solution integrate with current calendar system (MS Outlook) and Room Management tool (25Live). Be able to import or export calendar items into or out of the system from their calendar and room management tools.
- ☐ Ability to for this system/solution to work with data warehouses: data from your system should be available through API, extract, web services, or data integration tool for
 - Transmission to a Data Warehouse
 - Access by a Business Intelligence too
 - Extract for backup, archiving, or transition to a new or complimentary solution
- ☐ Ability to host XXX events/courses on a yearly average, approximately XXX registrants annually with an average XXX number of internal users. Anticipating the number to increase over time.

XII. COST OF SERVICES: George Mason University believes that most vendor should be able to provide a fixed price for COTS solution. If any additional customizations are required to meet either the General Requirements or Departmental Requirements, please include those separately and/or if your solution/system model is not priced as such, please either provide your fixed unit cost per user, and/or user/level tiers at which discounts are applied. GMU is aware that different systems/solutions may be priced differently and are open to seeing different pricing structures.

1. Please provide a firm fixed price for your solution/system to meet the requirements above.
2. If any discounts or reductions in fees are available for multiple departments/end-users using your system/solution please clearly outline what those discounts are and at what levels they are obtained, separately from your fixed price.
3. If your solution does not currently meet the General Requirements in Section A. but can be customized to do so please break that cost out separately from your current solution/system.
4. If your solution meets the General Requirements in Section A. but will have to be customized to meet some or all of the Requirements in Section B. Departmental Requirements please provide your price, and break it out separately from your current solution, to customize your solution and what requirements it will meet after being customized
5. Provide your time and material rate for additional consulting services that are not included in your firm fixed price for your solution.
6. If there are any one-time fees that are part of the initial roll-out such as staff training, implementation, setup, etc. please make sure to break those items out separately from your solution/system.
7. If there are any other additional fees, yearly fees, training and/or travel costs please make sure to break those items out separately from your solution/system.

XIII. PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS:

A. GENERAL REQUIREMENTS:

1. **RFP Response:** In order to be considered, Offerors must submit a complete response to Mason's Purchasing Office prior to the due date and time stated in this RFP. Offerors are required to submit one (1) signed copy of the entire proposal including all attachments and proprietary information. If the proposal contains proprietary information, then submit two (2) proposals must be submitted; one (1) with proprietary information included and one (1) with proprietary information removed (see also Item 2d below for further details). The Offeror shall make no other distribution of the proposals.

At the conclusion of the RFP process proposals with proprietary information removed (redacted versions) shall be provided to requestors in accordance with Virginia's Freedom of Information Act. Offerors will not be notified of the release of this information.

ELECTRONIC PROPOSAL SUBMISSION: ATTENTION: PROPOSALS WILL NOT BE ACCEPTED VIA EMAIL, MAIL, OR IN PERSON. Mason will only be accepting electronic proposal submissions via Bonfire for this Request For Proposals.

The following shall apply:

- a. You must register with Bonfire and submit your proposal, and it must be received prior to the submission deadline, by submitting through the online Bonfire portal at <https://gmu.bonfirehub.com>.
 - b. The Offeror must ensure the proposals are uploaded and submitted through Bonfire sufficiently in advance of the proposal deadline. **Plan Ahead: It is the Offeror's responsibility to ensure that electronic proposal submissions have sufficient time to make its way through Bonfire's submission portal. Mason recommends you submit your proposal the day prior to the due date.**
 - c. Submissions by other methods will not be accepted. Minimum system requirements: Microsoft Edge, Google Chrome, Safari, or Mozilla Firefox. JavaScript and browser cookies must be enabled.
 - d. Respondents should contact Bonfire at support@gobonfire.com for technical questions related to submission or visit Bonfire's help forum at <https://vendorsupport.gobonfire.com/hc/en-us>
 - e. Submission materials should be prepared in the file formats listed under Requested Information for this opportunity in the Bonfire Portal. The maximum upload file size is 1000 MB. Documents should not be embedded within uploaded files, as the embedded files will not be accessible or evaluated.
 - f. All solicitation schedules are subject to change.
 - g. Go to Bonfire and Mason's Purchasing website for all updates and schedule changes. <https://fiscal.gmu.edu/purchasing/do-business-with-mason/view-current-solicitation-opportunities/>
2. **Proposal Presentation:**
 - a. Proposals shall be signed by an authorized representative of the Offeror. All information requested must be submitted. Failure to submit all information requested may result in your proposal being scored low.
 - b. Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirement of the RFP. Emphasis should be on completeness and clarity of content.
 - c. Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the

paragraph number corresponding section of the RFP. It is also helpful to cite the paragraph number, sub letter and repeat the text of the requirement as it appears in the RFP. The proposal should contain a table of contents which cross references the RFP requirements. Information which the Offeror desires to present that does not fall within any of the requirement of the RFP should be inserted at the appropriate place or be attached at the end of the proposal and designated as additional material.

A Microsoft WORD version of this RFP will be provided upon request.

- d. Except as provided, once an award is announced, all proposals submitted in response to this RFP will be open to inspection by any citizen, or interested person, firm or corporation, in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by a firm prior to or as part of its proposal will not be subject to public disclosure under the Virginia Freedom of Information Act only under the following circumstances: (1) the appropriate information is clearly identified by some distinct method such as highlighting or underlining; (2) only the specific words, figures, or paragraphs that constitute trade secrets or proprietary information are identified; and (3) a summary page is supplied immediately following the proposal title page that includes (a) the information to be protected, (b) the section(s)/page number(s) where this information is found in the proposal, and (c) a statement why protection is necessary for each section listed. The firm must also provide a separate attachment of the proposal with the trade secrets and/or proprietary information redacted. *If all of these requirements are not met, then the firm's entire proposal will be available for public inspection.*

IMPORTANT: A firm may not request that its entire proposal be treated as a trade secret or proprietary information, nor may a firm request that its pricing/fees be treated as a trade secret or proprietary information, or otherwise be deemed confidential. If after given a reasonable time, the Offeror refuses to withdraw the aforementioned designation, the proposal will be rejected.

3. Oral Presentation: Offerors who submit a proposal in response to this RFP **may be** required to give an oral presentation/demonstration of their proposal/product to Mason. This will provide an opportunity for the Offeror to clarify or elaborate on their proposal. Performance during oral presentations may affect the final award decision. If required, oral presentations will be scheduled at the appropriate time.

Mason will expect that the person or persons who will be working on the project to make the presentation so experience of the Offeror's staff can be evaluated prior to making selection. Oral presentations are an option of Mason and may or may not be conducted; therefore, it is imperative all proposals should be complete.

- B. SPECIFIC REQUIREMENTS: Proposals should be as thorough and detailed as possible to allow Mason to properly evaluate the Offeror's capabilities and approach toward providing the required services. Offerors should submit the following items as a complete proposal.

1. Procedural information:
 - a. Return signed cover page and all addenda, if any, signed and completed as required.
 - b. Return Attachment A - Small Business Subcontracting Plan.
 - c. State your payment preference as required in Bonfire. (See section XII)
2. Executive Summary: Offerors must submit an executive summary at the beginning of the proposal response not to exceed 2 pages.
3. Qualifications and Experience: Describe your experience, qualifications and success in providing the services described in the Statement of Needs to include the following:
 - a. Background and brief history of your company.
 - b. Names, qualifications and experience of personnel to be assigned to work with Mason.
 - c. No fewer than three (3) references that demonstrate the Offeror's qualifications, preferably from other comparable higher education institutions your company is/has provided services with and that are similar in size and scope to that which has been described herein. Include a contact name, contact title, phone number, and email for each reference and indicate the length of service.

4. **Specific Plan (Methodology):** Explain your specific plans for providing the proposed services outlined in the Statement of Needs including:
 - a. Your approach to providing the services described herein.
 - b. What, when and how services will be performed.
5. **Proposed Pricing:** Provide for all services described (See section XVI).
6. In your proposal response please address the following:
 - a. Are you and/or your subcontractor currently involved in litigation with any party?
 - b. Please list any investigation or action from any state, local, federal or other regulatory body (OSHA, IRS, DOL, etc.) related to your firm or any subcontractor in the last three years.
 - c. Please list all lawsuits that involved your firm or any subcontractor in the last three years.
 - d. In the past ten (10) years has your firm's name changed? If so please provide a reason for the change.

XIV. INITIAL EVALUATION CRITERIA AND SUBSEQUENT AWARD:

- A. **INITIAL EVALUATION CRITERIA:** Proposals shall be initially evaluated and ranked using the following criteria:

	<u>Description of Criteria</u>	<u>Maximum Point Value</u>
1.	Quality of products/services offered and suitability for the intended purpose	25
2.	Qualifications and experiences of offeror in providing the goods/services, including references	20
3.	Specific plans or methodology to be used to provide the services	25
4.	Price Offered	20
5.	Offeror is certified as a small, minority, or women-owned business (SWaM) with Virginia SBSD at the proposal due date & time.	10
Total Points Available:		<hr/> 100

- B. **AWARD:** **Following the initial scoring by the evaluation committee,** at least two or more top ranked offerors may be contacted for oral presentations/demonstrations or advanced directly to the negotiations stage. ***If oral presentations are conducted Mason will then determine, in its sole discretion, which offerors will advance to the negotiations phase.*** Negotiations shall then be conducted with each of the offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each offeror so selected, Mason shall select the offeror which, in its sole discretion has made the best proposal, and shall award the contract to that offeror. When the terms and conditions of multiple awards are so provided in the Request for Proposal, awards may be made to more than one offeror. Should Mason determine in writing and in its sole discretion that only one offeror has made the best proposal, a contract may be negotiated and awarded to that offeror. Mason is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous (*Governing Rules §49.D.*).

- XV. CONTRACT ADMINISTRATION:** Upon award of the contract, Mason shall designate, in writing, the name of the Contract Administrator who shall work with the contractor in formulating mutually acceptable plans and standards for the operations of this service. The Contract Administrator shall use all powers under the contract to enforce its faithful performance. The Contract Administrator shall determine the amount, quality and acceptability of work and shall decide all other questions in connection with the work. All direction and order from Mason shall be transmitted through the Contract Administrator, or their designee(s) however, the Contract Administrator shall have no authority to approve changes which shall alter the concept or scope of the work or change the basis for compensation to the contractor.

XVI. PAYMENT TERMS / METHOD OF PAYMENT:

PLEASE NOTE: THE VENDOR MUST REFERENCE THE PURCHASE ORDER NUMBER ON ALL INVOICES SUBMITTED FOR PAYMENT.

Option #1- Payment to be mailed in 10 days-Mason will make payment to the vendor under 2%/10 Net 30 payment terms. Invoices should be submitted via email to the designated Accounts Payable email address which is acctpay@gmu.edu.

The 10-day payment period begins the first business day after receipt of proper invoice or receipt of goods, whichever occurs last. A paper check will be mailed on or before the 10th day.

Option #2- To be paid in 20 days. The vendor may opt to be paid through our Virtual Payables credit card program. The vendor shall submit an invoice and will be paid via credit card on the 20th day from receipt of a valid invoice. The vendor will incur standard credit card interchange fees through their processor. All invoices should be sent to:

George Mason University
Accounts Payable Department
4400 University Drive, Mailstop 3C1
Fairfax, VA 22030
Voice: 703.993.2580 | Fax: 703.993.2589
e-mail: AcctPay@gmu.edu

Option#3- Net 30 Payment Terms. Vendor will enroll in Paymode-X where all payments will be made electronically to the vendor's bank account. For additional information or to sign up for electronic payments, go to <http://www.paymode.com/gmu>. There is no charge to the vendor for enrolling in this service.

Please state your payment preference in your proposal response.

XVII. SOLICITATION TERMS AND CONDITIONS:

- A. ANNOUNCEMENT OF AWARD: Upon the award or the announcement of the decision to award a contract over \$200,000, as a result of this solicitation, Mason will publicly post such notice on the DGS/DPS eVA web site (<https://eva.virginia.gov/>) for a minimum of 10 days.
- B. BEST AND FINAL OFFER (BAFO): At the conclusion of negotiations, the offeror(s) may be asked to submit in writing, a best and final offer (BAFO). After the BAFO is submitted, no further negotiations shall be conducted with the offeror(s).
- C. CONFLICT OF INTEREST: By submitting a proposal the contractor warrants that they have fully complied with the Virginia Conflict of Interest Act; furthermore certifying that they are not currently an employee of the Commonwealth of Virginia.
- D. DEBARMENT STATUS: By submitting a proposal, offerors certify that they are not currently debarred by the Commonwealth of Virginia from submitting bids or proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.
- E. ETHICS IN PUBLIC CONTRACTING: By submitting a proposal, offerors certify that their proposal is made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.
- F. LATE PROPOSALS: To be considered for selection, proposals must be received in Mason's Bonfire Portal by the designated date and hour. The official time used in the receipt of proposals is the proposal due date and hour in Mason's Bonfire Portal. Proposals submitted after the due date and time has expired will not be accepted nor considered. Mason is not responsible for any delays related to Bonfire's website or vendor registration process. It is the responsibility of the offeror to ensure that their proposal is submitted by the designated date and hour.

- G. MANDATORY USE OF MASON FORM AND TERMS AND CONDITIONS: Failure to submit a proposal on the official Mason form provided for that purpose may be a cause for rejection of the proposal. Modification of or additions to the General Terms and Conditions of this solicitation may be cause for rejection of the proposal; however, Mason reserves the right to decide, on a case-by-case basis, in its sole discretion, whether to reject such a proposal.
- H. OBLIGATION OF OFFEROR: It is the responsibility of each offeror to inquire about and clarify any requirements of this solicitation that are not understood. Mason will not be bound by oral explanations as to the meaning of specifications or language contained in this solicitation. Therefore, all inquiries must be in writing and submitted as instructed on page 1 of this solicitation. By submitting a proposal, the offeror covenants and agrees that they have satisfied themselves, from their own investigation of the conditions to be met, that they fully understand their obligation and that they will not make any claim for, or have right to cancellation or relief from the resulting contract because of any misunderstanding or lack of information.
- I. QUALIFICATIONS OF OFFERORS: Mason may make such reasonable investigations as deemed proper and necessary to determine the ability of the offeror to perform the services/furnish the goods and the offeror shall furnish to Mason all such information and data for this purpose as may be requested. Mason reserves the right to inspect the offeror's physical facilities prior to award to satisfy questions regarding the offeror's capabilities. Mason further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such offeror fails to satisfy Mason that such offeror is properly qualified to carry out the obligations of the resulting contract and to provide the services and/or furnish the goods contemplated therein.
- J. RFP DEBRIEFING: In accordance with §49 of the *Governing Rules* Mason is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous. However, upon request we will provide a scoring/ranking summary and the award justification memo from the evaluation committee. Formal debriefings are generally not offered.
- K. TESTING AND INSPECTION: Mason reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.

XVIII. RFP SCHEDULE (Subject to Change):

- Issue in eVA: 7/20/23
- Vendors submit questions by: 7/27/23 by 4:00 PM ET
- Post Question Responses: 8/3/23 by 5:00 PM ET
- Proposals Due: 8/21/23 @ 2:00 PM ET
- Proposals to Committee: 8/22/23
- Review and Score Proposals: 8/22/23 – 9/5/23
- Scores to Purchasing: 9/5/23
- Oral presentations (if necessary): 9/11/23 – 9/15/23
- Negotiations/BAFO: Start week of 9/18/23
- Award: TBD
- Contract Start Date: TBD

XIX. ARCHITECTURAL STANDARDS REVIEW BOARD (ASRB) REQUIREMENTS:

After conclusion of negotiations/Best and Final Offer (BAFO) but prior to award of a contract (and/or release of funding to procure your solution) your solution/system will be submitted to Mason's Architectural Standards Review Board (ASRB). The ASRB will review your system for security, accessibility (508 compliance), ease/ability to integrate with existing systems, etc. The Offeror must agree to submit their product/system/software to ASRB and submit any requested information to assist in the review process. ASRB approval is required prior to contract award or funding being released to procure the system/product.

The contractor should be prepared to submit any of the following items including but not limited to;

- Data Dictionary identifying the data elements available for use in the product,
- Data integration documentation,
- Architecture diagrams,
- Security documentation, including but not limited to the vendor's SOC 2 Type (preferred) and/or your third-party hosting vendor's SOC 2 Type II (or other equivalent security audit). If you cannot provide this documentation for your organization and/or your third-party hosting vendor, please clearly state as such in your offer. If you have a SOC 2 Type II for your organization (or other equivalent security audit) and/or your third-party hosting vendor but require an NDA in order to release it please state as such in your offer and clearly define which organization (you or your third-party vendor) you can provide a SOC 2 Type II (or other equivalent security audit) for and a copy of your NDA. If you are providing an equivalent security audit (not a SOC 2 Type II) please clearly define what type of audit you are submitting.
- VPAT, and a useable software demo or "sandbox" for accessibility testing,
- And any single sign-on documentation.
- Additional documentation or items may be requested as needed during the review process.
- The contractor may be asked to answer ASRB questions verbally or in writing

It is imperative that the Contractor comply with these requests in a timely fashion as any delay will result in a delay of contract award. Failure to provide documentation or extended delay may result in negotiations concluding your offer being rejected or an award being rescinded.

ATTACHMENT A
SMALL BUSINESS SUBCONTRACTING PLAN
TO BE COMPLETED BY OFFEROR

Offerors must advise any portion of this contract that will be subcontracted. All potential offerors are required to include this document with their proposal in order to be considered responsive.

Small Business: "Small business (including micro)" means a business which holds a certification as such by the Virginia Department of Small Business and Supplier Diversity (DSBSD) on the due date and time for proposals. This shall also include DSBSD certified women- owned and minority-owned businesses and businesses with DSBSD service-disabled veteran owned status when they also hold a DSBSD certification as a small business on the proposal due date. Currently, DSBSD offers small business certification and micro business designation to firms that qualify.

Certification applications are available through DSBSD online at www.SBSD.virginia.gov (Customer Service).

Offeror Name: _____

Preparer Name: _____ **Date:** _____

Who will be doing the work: ☐ I plan to use subcontractors ☐ I plan to complete all work

Instructions

- A. If you are certified by the DSBSD as a micro/small business, complete Section A of this form.
- B. If the "I plan to use subcontractors" box is checked, complete Section B of this form. For the proposal to be considered and the offeror to be declared responsive, the offeror shall identify the portions of the contract that will be subcontracted to any subcontractor, to include DSBSD certified small business for the initial contract period in relation to the offeror's total price for the initial contract period in Section B.

Section A

If your firm is certified by the DSBSD provide your certification number and the date of certification.

Certification Number: _____ Certification Date: _____

Section B

If the "I plan to use subcontractors" box is checked, populate the requested information below, per subcontractor to show your firm's plans for utilization of any subcontractor, to include DSBSD-certified small businesses, in the performance of this contract for the initial contract period in relation to the offeror's total price for the initial contract period. Certified small businesses include but are not limited to DSBSD-certified women-owned and minority-owned businesses and businesses with DSBSD service-disabled veteran-owned status that have also received the DSBSD small business certification. Include plans to utilize small businesses as part of joint ventures, partnerships, subcontractors, suppliers, etc. It is important to note that this proposed participation will be incorporated into the subsequent contract and will be a requirement of the contract. Failure to obtain the proposed participation dollar value or percentages may result in breach of the contract.

Plans for Utilization of Any subcontractor, to include DSBSD-Certified Small Businesses, for this Procurement

Subcontract #1

Company Name: _____ SBSD Cert #: _____
 Contact Name: _____ SBSD Certification: _____
 Contact Phone: _____ Contact Email: _____
 Value % or \$ (Initial Term): _____ Contact Address: _____
 Description of Work: _____

Subcontract #2

Company Name: _____ SBSD Cert #: _____
 Contact Name: _____ SBSD Certification: _____
 Contact Phone: _____ Contact Email: _____
 Value % or \$ (Initial Term): _____ Contact Address: _____
 Description of Work: _____

Subcontract #3

Company Name: _____ SBSD Cert #: _____
Contact Name: _____ SBSD Certification: _____
Contact Phone: _____ Contact Email: _____
Value % or \$ (Initial Term): _____ Contact Address: _____
Description of Work: _____

Subcontract #4

Company Name: _____ SBSD Cert #: _____
Contact Name: _____ SBSD Certification: _____
Contact Phone: _____ Contact Email: _____
Value % or \$ (Initial Term): _____ Contact Address: _____
Description of Work: _____

Subcontract #5

Company Name: _____ SBSD Cert #: _____
Contact Name: _____ SBSD Certification: _____
Contact Phone: _____ Contact Email: _____
Value % or \$ (Initial Term): _____ Contact Address: _____
Description of Work: _____



Purchasing Department
4400 University Drive, Mailstop 3C5
Fairfax, VA 22030
Voice: 703.993.2580 | Fax: 703.993.2589
<http://fiscal.gmu.edu/purchasing/>

ATTACHMENT B –CONTRACT GMU-1874-23

Note: Other documents may be incorporated into this document, either by way of attachment or by reference, but in all cases this contract document shall take precedence over all other documents and will govern the terms and conditions of the contract.

This Contract entered on this ____ day of _____, 2023 (Effective Date) by _____ hereinafter called “Contractor” (located at _____) and George Mason University hereinafter called “Mason,” “University”.

- I. **WITNESSETH** that the Contractor and Mason, in consideration of the mutual covenants, promises and agreement herein contained, agree as follows:
- II. **SCOPE OF CONTRACT:** The Contractor shall provide _____ for the _____ of George Mason University as set forth in the Contract documents.
- III. **PERIOD OF CONTRACT:** One year from the Effective Date with four (4) successive one-year renewal options. (or as negotiated)
- IV. **PRICE SCHEDULE:** As negotiated. The pricing specified in this section represents the complete list of charges from the Contractor. Mason shall not be liable for any additional charges.
- V. **CONTRACT ADMINISTRATION:** _____ shall serve as Contract Administrator for this Contract and shall use all powers under the Contract to enforce its faithful performance. The Contract Administrator shall determine the amount, quality and acceptability of work and shall decide all other questions in connection with the work. All direction and order from Mason shall be transmitted through the Contract Administrator, however, the Contract Administrator shall have no authority to approve changes which shall alter the concept or scope or change the basis for compensation.
- VI. **METHOD OF PAYMENT:** As negotiated
- VII. **THE CONTRACT DOCUMENTS SHALL CONSIST OF (In order of precedence):**
 - A. This signed form;
 - B. Data Security Addendum (attached);
 - C. Negotiation Responses dated XXXXX (incorporated herein by reference);
 - D. RFP No. GMU-1874-23, in its entirety (incorporated herein by reference);
 - E. Contractor’s proposal dated XXXXXX (incorporated herein by reference).
- VIII. **GOVERNING RULES:** This Contract is governed by the provisions of the Restructured Higher Education Financial and Administrative Operations Act, Chapter 10 (§ [23.1-1000](#) et seq.) of Title 23.1 of the Code of Virginia, and the “*Governing Rules*” and the *Purchasing Manual for Institutions of Higher Education and their Vendors*. Documents may be viewed at: <https://vascupp.org>.
- IX. **CONTRACT PARTICIPATION:** *As negotiated.* It is the intent of this Contract to allow for cooperative procurement. Accordingly, any public body, public or private health or educational institutions, or affiliated corporations may access this Contract if authorized by the Contractor.

Participation in this Contract is strictly voluntary. If authorized by the Contractor, the contract will be extended to the entities indicated above to purchase goods and services in accordance with contract terms. As a separate contractual relationship, the participating entity will place its own orders directly with the Contractor and shall fully and independently administer its use of the contract to include contractual disputes, invoicing and payments without direct administration from the University. No modification of this Contract or execution of a separate agreement is required to participate; however, the participating entity

and the Contractor may modify the terms and conditions of the contract to accommodate specific governing laws, regulations, policies, and business goals required by the participating entity. Any such modification will apply solely between the participating entity and the Contractor.

The University may request the Contractor provide semi-annual usage reports for all entities accessing the Contract. The University shall not be held liable for any costs or damages incurred by any other participating entity as a result of any authorization by the Contractor to extend the Contract. It is understood and agreed that the University is not responsible for the acts or omissions of any entity and will not be considered in default of the contract no matter the circumstances.

Use of this Contract does not preclude any participating entity from using other contracts or competitive processes as needed.

X. STANDARD TERMS AND CONDITIONS:

- A. **APPLICABLE LAW AND CHOICE OF FORUM:** This Contract shall be construed, governed, and interpreted pursuant to the laws of the Commonwealth of Virginia. All disputes arising under this Contract shall be brought before an appropriate court in the Commonwealth of Virginia.
- B. **ANTI-DISCRIMINATION:** By entering into this Contract, Contractor certifies to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and §§ 9&10 of the *Governing Rules*. If Contractor is a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the Contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Governing Rules*, § 36).

In every contract over \$10,000 the provisions in 1. and 2. below apply:

1. During the performance of this Contract, the Contractor agrees as follows:
 - a. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
 - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
 2. The Contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or Contractor.
- C. **ANTITRUST:** By entering into this Contract, the Contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under this Contract.
 - D. **ASSIGNMENT:** Neither party will assign or otherwise transfer its rights or obligations under this Contract without both parties' prior written consent. Any attempted assignment, transfer, or delegation without such consent is void.
 - E. **AUDIT:** The Contractor shall retain all books, records, and other documents relative to this Contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. Mason, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.

- F. AVAILABILITY OF FUNDS: It is understood and agreed between the parties herein that Mason shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this Contract.
- G. AUTHORIZED SIGNATURES: The signatory for each Party certifies that he or she is an authorized agent to sign on behalf such Party.
- H. BACKGROUND CHECKS: Contractor's employees (including subcontractors) performing services on any Mason campus must have successfully completed a criminal background check prior to the start of their work assignment/service. As stated in [University Policy Number 2221 – Background Investigations](#), the criminal background investigation will normally include a review of the individual's records to include Social Security Number Search, Credit Report (if related to potential job duties), Criminal Records Search (any misdemeanor convictions and/or felony convictions are reported) in all states in which the employee has lived or worked over the past seven years, and the National Sex Offender Registry. In addition, the Global Watch list (maintained by the Office of Foreign Assets Control of The US Department of Treasury) should be reviewed. Signature on this Contract confirms your compliance with this requirement.
- I. CANCELLATION OF CONTRACT: Mason reserves the right to cancel this Contract, in part or in whole, without penalty, for any reason, upon 60 days written notice to the Contractor. Upon written notice of cancellation from Mason, Mason shall be fully released from any further obligation under the Contract and Contractor agrees to directly refund all payments, for services not already performed, to Mason, including any pre-paid deposits, within 14 days. Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.
- J. CHANGES TO THE CONTRACT: Changes can be made to this Contract in any of the following ways:
1. The parties may agree in writing to modify the scope of this Contract.
 2. Mason may order changes within the general scope of Contract at any time by written notice to Contractor. Changes within the scope of this Contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. Contractor shall comply with the notice upon receipt. Contractor shall be compensated for any additional costs incurred as the result of such order and shall give Mason a credit for any savings. Said compensation shall be determined by one of the following methods:
 - a. By mutual agreement between the parties in writing; or
 - b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Mason's right to audit Contractor's records and/or to determine the correct number of units independently; or
 - c. By ordering Contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the Contract. The same markup shall be used for determining a decrease in price as the result of savings realized. Contractor shall present Mason with all vouchers and records of expenses incurred and savings realized. Mason shall have the right to audit the records of Contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to Mason within thirty (30) days from the date of receipt of the written order from Mason. If the Parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this Contract or, if there is none, in accordance with the dispute's provisions of the Commonwealth of Virginia Purchasing Manual for Institutions of Higher Education and Their Contractors. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this Contract shall excuse the Contractor from promptly complying with the changes ordered by Mason or with the performance of the contract generally.

- K. CLAIMS: Contractual claims, whether for money or other relief, shall be submitted in writing no later than 60 days after final payment. However, written notice of the Contractor's intention to file a claim shall be given at the time of the occurrence or beginning of the work upon which the claim is based. Nothing herein shall preclude a contract from requiring submission of an invoice for final payment within a certain time after completion and acceptance of the work or acceptance of the goods. Pendency of claims shall not delay payment of amounts agreed due in the final payment.
1. The firm must submit written claim to:
Chief Procurement Officer
George Mason University
4400 University Drive, MSN 3C5
Fairfax, VA 22030
 2. The firm must submit any unresolved claim in writing no later than 60 days after final payment to the Chief Procurement Officer.
 3. Upon receiving the written claim, the Chief Procurement Officer will review the written materials relating to the claim and will mail his or her decision to the firm within 60 days after receipt of the claim.
 4. The firm may appeal the Chief Procurement Officer's decision in accordance with § 55 of the *Governing Rules*.
- L. COLLECTION AND ATTORNEY'S FEES: The Contractor shall pay to Mason any reasonable attorney's fees or collection fees, at the maximum allowable rate permitted under Virginia law, incurred in enforcing this Contract or pursuing and collecting past-due amounts under this Contract.
- M. COMPLIANCE: All goods and services provided to Mason shall be done so in accordance with any and all applicable local, state, federal, and international laws, regulations and/or requirements and any industry standards, including but not limited to: the Family Educational Rights and Privacy Act (FERPA), Health Insurance Portability and Accountability Act (HIPAA) and Health Information Technology for Economic and Clinical Health Act (HITECH), Government Data Collection and Dissemination Practices Act, Gramm-Leach-Bliley Financial Modernization Act (GLB), Payment Card Industry Data Security Standards (PCI-DSS), Americans with Disabilities Act (ADA), and Federal Export Administration Regulations. Any Contractor personnel visiting Mason facilities will comply with all applicable Mason policies regarding access to, use of, and conduct within such facilities. Mason's policies can be found at <https://universitypolicy.gmu.edu/all-policies/> and any facility specific policies can be obtained from the facility manager.
- N. CONFIDENTIALITY OF PERSONALLY IDENTIFIABLE INFORMATION: The Contractor shall ensure that personally identifiable information ("PII") which is defined as any information that by itself or when combined with other information can be connected to a specific person and may include but is not limited to personal identifiers such as name, address, phone, date of birth, Social Security number, student or personal identification numbers, driver's license numbers, state or federal identification numbers, biometric information, religious or political affiliation, non-directory information, and any other information protected by state or federal privacy laws, will be collected and held confidential and in accordance with this Contract, during and following the term of this Contract, and will not be divulged without the individual's and Mason's written consent and only in accordance with federal law or the Code of Virginia.
- O. CONFLICT OF INTEREST: Contractor represents to Mason that its entering into this Contract with Mason and its performance through its agents, officers and employees does not and will not involve, contribute to nor create a conflict of interest prohibited by Virginia State and Local Government Conflict of Interests Act (Va. Code 2.2-3100 *et seq*), the Virginia Ethics in Public Contracting Act (§57 of the *Governing Rules*), the Virginia Governmental Frauds Act (Va. Code 18.2 – 498.1 *et seq*) or any other applicable law or regulation.
- P. CONTINUITY OF SERVICES:
1. The Contractor recognizes that the services under this Contract are vital to Mason and must be continued without interruption and that, upon Contract expiration, a successor, either Mason or another contractor, may continue them. The Contractor agrees:
 - a. To exercise its best efforts and cooperation to affect an orderly and efficient transition to a successor;

- b. To make all Mason owned facilities, equipment, and data available to any successor at an appropriate time prior to the expiration of the Contract to facilitate transition to successor; and
 - c. That the University Procurement Officer shall have final authority to resolve disputes related to the transition of the Contract from the Contractor to its successor.
- 2. The Contractor shall, upon written notice from the Procurement Officer, furnish phase-in/phase-out services for up to ninety (90) days after this Contract expires and shall negotiate in good faith a plan with the successor to execute the phase-in/phase-out services. This plan shall be subject to the Procurement Officer's approval.
- 3. The Contractor shall be reimbursed for all reasonable, pre-approved phase-in/phase-out costs (i.e., costs incurred within the agreed period after Contract expiration that result from phase-in, phase-out operations). All phase-in/phase-out work fees must be approved by the Procurement Officer in writing prior to commencement of said work.
- Q. **DEBARMENT STATUS:** As of the Effective Date, the Contractor certifies that it is not currently debarred by the Commonwealth of Virginia from submitting bids or proposals on contracts for the type of services covered by this Contract, nor is the Contractor an agent of any person or entity that is currently so debarred.
- R. **DEFAULT:** In the case of failure to deliver goods or services in accordance with this Contract, Mason, after due oral or written notice, may procure them from other sources and hold Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which Mason may have.
- S. **DRUG-FREE WORKPLACE:** Contractor has, and shall have in place during the performance of this Contract, a drug-free workplace policy (DFWP), which it provides in writing to all its employees, vendors, and subcontractors, and which specifically prohibits the following on company premises, during work-related activities, or while conducting company business: the sale, purchase, manufacture, dispensation, distribution possession, or use of any illegal drug under federal law (including marijuana). For purposes of this section, "drug-free workplace" covers all sites at which work is done by Contractor in connection with this Contract.
- T. **ENTIRE CONTRACT:** This Contract constitutes the entire understanding of the Parties with respect to the subject matter herein and supersedes all prior oral or written contracts with respect to the subject matter herein. This Contract can be modified or amended only by a writing signed by all of the Parties.
- U. **EXPORT CONTROL:**
 - 1. **Munitions Items:** If the Contractor is providing any items, data or services under this order that are controlled by the Department of State, Directorate of Defense Trade Controls, International Traffic in Arms Regulations ("ITAR"), or any items, technology or software controlled under the "600 series" classifications of the Bureau of Industry and Security's Commerce Control List ("CCL") (collectively, "Munitions Items"), prior to delivery, Contractor must:
 - A. notify Mason (by sending an email to export@gmu.edu), and
 - B. receive written authorization for shipment from Mason's Director of Export Controls.

The notification provided by the Contractor must include the name of the Mason point of contact, identify and describe each ITAR or CCL-controlled commodity, provide the associated U.S. Munitions List (USML) category number(s) or Export Control Classification Number, and indicate whether or not the determination was reached as a result of a commodity jurisdiction determination, or self-classification process. The Contractor promises that if it fails to obtain the required written pre-authorization approval for shipment to Mason of any Munitions Item, it will reimburse Mason for any fines, legal costs and other fees imposed for any violation of export controls regarding the Munition Item that are reasonably related to the Contractor's failure to provide notice or obtain Mason's written pre-authorization.
 - 2. **Dual-Use Items:** If the Contractor is providing any dual-use items, technology or software under this order that are listed on the CCL in a series other than a "600 series", Contractor must (i) include the Export Control Classification Number (ECCN) on the packing or other transmittal documentation traveling with the item(s) and, (ii) send a description of the item, its ECCN, and the name of the Mason point of contact to: export@gmu.edu.

- V. FORCE MAJEURE: Mason shall be excused from any and all liability for failure or delay in performance of any obligation under this Contract resulting from any cause not within the reasonable control of Mason, which includes but is not limited to acts of God, fire, flood, explosion, earthquake, or other natural forces, war, civil unrest, accident, any strike or labor disturbance, travel restrictions, acts of government, disease, pandemic, or contagion, whether such cause is similar or dissimilar to any of the foregoing. Upon written notification from Mason that such cause has occurred, Contractor agrees to directly refund all payments to Mason, for services not yet performed, including any pre-paid deposits within 14 days.
- W. FUTURE GOODS AND SERVICES: Mason reserves the right to have Contractor provide additional goods and/or services that may be required by Mason during the term of this Contract. Any such goods and/or services will be provided by the Contractor under the same pricing, terms and conditions of this Contract. Such additional goods and/or services may include other products, components, accessories, subsystems or related services that are newly introduced during the term of the Contract. Such newly introduced additional goods and/or services will be provided to Mason at Favored Customer pricing, terms and conditions.
- X. IMMIGRATION REFORM AND CONTROL ACT OF 1986: By entering into this Contract Contractor certifies that they do not and will not during the performance of this Contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.
- Y. INDEMNIFICATION: Contractor agrees to indemnify, defend and hold harmless Mason, the Commonwealth of Virginia, its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the Contractor/any services of any kind or nature furnished by the Contractor, provided that such liability is not attributable to the sole negligence of Mason or to the failure of Mason to use the materials, goods, or equipment in the manner already and permanently described by the Contractor on the materials, goods or equipment delivered.
- Z. INDEPENDENT CONTRACTOR: The Contractor is not an employee of Mason, but is engaged as an independent contractor. The Contractor shall indemnify and hold harmless the Commonwealth of Virginia, Mason, and its employees and agents, with respect to all withholding, Social Security, unemployment compensation and all other taxes or amounts of any kind relating to the Contractor's performance of this Contract. Nothing in this Contract shall be construed as authority for the Contractor to make commitments which will bind Mason or to otherwise act on behalf of Mason, except as Mason may expressly authorize in writing.
- AA. INFORMATION TECHNOLOGY ACCESS ACT: Computer and network security is of paramount concern at Mason. Mason wants to ensure that computer/network hardware and software does not compromise the security of its IT environment. Contractor agrees to use commercially reasonable measures in connection with any offering your company makes to avoid any known threat to the security of the IT environment at Mason.

All e-learning and information technology developed, purchased, upgraded or renewed by or for the use of Mason shall comply with all applicable University policies, Federal and State laws and regulations including but not limited to Section 508 of the Rehabilitation Act (29 U.S.C. 794d), the Information Technology Access Act, §§2.2-3500 through 2.2-3504 of the Code of Virginia, as amended, and all other regulations promulgated under Title II of The Americans with Disabilities Act which are applicable to all benefits, services, programs, and activities provided by or on behalf of the University. The Contractor shall also comply with the Web Content Accessibility Guidelines (WCAG) 2.0. For more information, please visit <http://ati.gmu.edu>, under Policies and Procedures.

- BB. INSURANCE: The Contractor shall maintain all insurance necessary with respect to the services provided to Mason. The Contractor further certifies that they will maintain the insurance coverage during the entire term of the Contract and that all insurance is to be placed with insurers with a current reasonable A.M. Best's rating authorized to sell insurance in the Commonwealth of Virginia by the Virginia State Corporation Commission. The Commonwealth of Virginia and Mason shall be named as an additional insured. By requiring such minimum insurance, Mason shall not be deemed or construed to have assessed the risk that may be applicable to the Contractor. The Contractor shall assess its own risks and, if it deems appropriate and/or prudent, maintain higher limits and/or broader coverage. The Contractor is not relieved of any liability or other obligations assumed or pursuant to this Contract by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types.
 - 1. Commercial General Liability Insurance in an amount not less than \$1,000,000 per occurrence for bodily injury or property damage, personal injury and advertising injury, products and completed operations coverage;

2. Workers Compensation Insurance in an amount not less than that prescribed by statutory limits; and, as applicable;
 3. Commercial Automobile Liability Insurance applicable to bodily injury and property damage, covering owned, non-owned, leased, and hired vehicles in an amount not less than \$1,000,000 per occurrence; and
 4. An umbrella/excess policy in an amount not less than five million dollars (\$5,000,000) to apply over and above Commercial General Liability, Employer's Liability, and Commercial Automobile Liability Insurance.
- CC. INTELLECTUAL PROPERTY: Contractor warrants and represents that it will not violate or infringe any intellectual property right or any other personal or proprietary right and shall indemnify and hold harmless Mason against any claim of infringement of intellectual property rights which may arise under this Contract.
1. Unless expressly agreed to the contrary in writing, all goods, products, materials, documents, reports, writings, video images, photographs or papers of any nature including software or computer images prepared or provided by Contractor (or its subcontractors) for Mason will not be disclosed to any other person or entity without the written permission of Mason.
 2. Work Made for Hire. Contractor warrants to Mason that Mason will own all rights, title and interest in any and all intellectual property rights created in the performance or otherwise arising from the Contract and will have full ownership and beneficial use thereof, free and clear of claims of any nature by any third party including, without limitation, copyright or patent infringement claims. Contractor agrees to assign and hereby assigns all rights, title, and interest in any and all intellectual property created in the performance or otherwise arising from the Contract, and will execute any future assignments or other documents needed for Mason to document, register, or otherwise perfect such rights. Notwithstanding the foregoing, for research collaboration pursuant to subcontracts under sponsored research contracts administered by the University's Office of Sponsored Programs, intellectual property rights will be governed by the terms of the grant or contract to Mason to the extent such grant or contract requires intellectual property terms to apply to subcontractors.
- DD. NON-DISCRIMINATION: All parties to this Contract agree to not discriminate on the basis of race, color, religion, national origin, sex, pregnancy, childbirth or related medical conditions, age (except where sex or age is a bona fide occupational qualification, marital status or disability).
- EE. PAYMENT TO SUBCONTRACTORS: The Contractor shall take the following actions upon receiving payment from Mason: (1) pay the subcontractor within seven days for the proportionate share of the total payment received from Mason attributable to the work performed by the subcontractor under that Contract; or (2) notify Mason and subcontractor within seven days, in writing, of its intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment. b. If an individual contractor, provide social security number in order to receive payment. c. If a proprietorship, partnership or corporation provide Federal employer identification number. d. Pay interest to subcontractors on all amounts owed by the Contractor that remain unpaid after seven days following receipt by the Contractor of payment from the Institution for work performed by the subcontractor under that Contract, except for amounts withheld as allowed by prior notification. e. Accrue interest at no more than the rate of one percent per month. f. Include in each of its subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor.
- FF. PUBLICITY: The Contractor shall not use, in its external advertising, marketing programs or promotional efforts, any data, pictures, trademarks or other representation of Mason except on the specific written authorization in advance by Mason's designated representative.
- GG. REMEDIES: If the Contractor breaches this Contract, in addition to any other rights or remedies, Mason may terminate this Contract without prior notice.
- HH. RENEWAL OF CONTRACT: This Contract may be renewed by for two (2) successive one-year renewal options under the terms and conditions of this Contract except as stated in 1. and 2. below. Price increases may be negotiated only at the time of renewal. Written notice of the University's intention to renew shall be given approximately 90 days prior to the expiration date of each contract period.

1. If the University elects to exercise the option to renew the Contract for an additional one-year period, the Contract price(s) for the additional one year shall not exceed the Contract price(s) of the original Contract increased/decreased by more than the percentage increase/decrease of the “other goods and services” category of the CPI-U section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available or 2%, whichever is lower.
 2. If during any subsequent renewal periods, the University elects to exercise the option to renew the Contract, the Contract price(s) for the subsequent renewal period shall not exceed the Contract price(s) of the previous renewal period increased/decreased by more than the percentage increase/decrease of the “other goods and services” category of the CPI-U section of the Consumer Price Index of the United States bureau of Labor Statistics for the latest twelve months for which statistics are available, or 2%, whichever is lower.
- II. REPORTING OF CRIMES, ACCIDENTS, FIRES AND OTHER EMERGENCIES: Any Mason Employee, including contracted service providers, who is not a staff member in Counseling and Psychological Services (CAPS) or a pastoral counselor, functioning within the scope of that recognition, is considered a “Campus Security Authority (CSA).” CSAs must promptly report all crimes and other emergencies occurring on or near property owned or controlled by Mason to the Department of Police & Public Safety or local police and fire authorities by dialing 9-1-1. At the request of a victim or survivor, identifying information may be excluded from a report (e.g., names, initials, contact information, etc.). Please visit the following website for more information and training: <http://police.gmu.edu/clery-act-reporting/campus-security-authority-csa/>.”
- JJ. RESPONSE TO LEGAL ORDERS, DEMANDS, OR REQUESTS FOR DATA: Except as otherwise expressly prohibited by law, Contractor will: i) immediately notify Mason of any subpoenas, warrants, or other legal orders, demands or requests received by Contractor seeking University Data; ii) consult with Mason regarding its response; iii) cooperate with Mason’s reasonable requests in connection with efforts by Mason to intervene and quash or modify the legal order, demand or request; and iv) upon Mason’s request, provide Mason with a copy of its response.
- If Mason receives a subpoena, warrant, or other legal order, demand (including request pursuant to the Virginia Freedom of Information Act) or request seeking University Data maintained by Contractor, Mason will promptly provide a copy to Contractor. Contractor will promptly supply Mason with copies of data required for Mason to respond, and will cooperate with Mason’s reasonable requests in connection with its response.
- KK. SEVERABILITY: Should any portion of this Contract be declared invalid or unenforceable for any reason, such portion is deemed severable from the Contract and the remainder of this Contract shall remain fully valid and enforceable.
- LL. SOVEREIGN IMMUNITY: Nothing in this Contract shall be deemed a waiver of the sovereign immunity of the Commonwealth of Virginia and of Mason.
- MM. SUBCONTRACTS: No portion of the work shall be subcontracted without prior written consent from Mason. In the event that the Contractor desires to subcontract some part of the work specified herein, the Contractor shall furnish Mason the names, qualifications and experience of their proposed subcontractors. The Contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of this Contract. This paragraph applies to, but is not limited to, subcontractor(s) who process University Data.
- NN. SWaM CERTIFICATION: Contractor agrees to fully support the Commonwealth of Virginia and Mason’s efforts related to SWaM goals. Upon contract execution, Contractor (as determined by Mason and the Virginia Department of Small Business and Supplier Diversity) shall submit all required documents necessary to achieve SWaM certification to the Department of Small Business and Supplier Diversity within 90 days. If Contractor is currently SWaM certified, Contractor agrees to maintain their certification for the duration of the Contract and shall submit all required renewal documentation at least 30 days prior to existing SWaM expiration at <https://www.sbsd.virginia.gov/>.
- OO. UNIVERSITY DATA: University Data includes all Mason owned, controlled, or collected PII and any other information that is not intentionally made available by Mason on public websites, including but not limited to business, administrative and financial data, intellectual property, and patient, student and personnel data. Contractor agrees to the following regarding University Data it may collect or process as part of this Contract:

1. Contractor will use University Data only for the purpose of fulfilling its duties under the Contract and will not share such data with or disclose it to any third party without the prior written consent of Mason, except as required by the Contract or as otherwise required by law. University Data will only be processed by Contractor to the extent necessary to fulfill its responsibilities under the Contract or as otherwise directed by Mason.
2. University Data, including any back-ups, will not be accessed, stored, or transferred outside the United States without prior written consent from Mason. Contractor will provide access to University Data only to its employees and subcontractors who need to access the data to fulfill Contractor's obligations under the Contract. Contractor will ensure that employees who perform work under the Contract have read, understood, and received appropriate instruction as to how to comply with the data protection provisions of the Contract and to maintain the confidentiality of the University Data.
3. The parties agree that as between them, all rights including all intellectual property rights in and to University Data shall remain the exclusive property of Mason, and Contractor has a limited, nonexclusive license to use the University Data as provided in the Contract solely for the purpose of performing its obligations under the Contract. The Contract does not give a party any rights, implied or otherwise, to the other party's data, content, or intellectual property, except as expressly stated in the Contract.
4. Contractor will take reasonable measures, including audit trails, to protect University Data against deterioration or degradation of data quality and authenticity. Contractor shall be responsible for ensuring that University Data, per the Virginia Public Records Act, is preserved, maintained, and accessible throughout their lifecycle, including converting and migrating electronic data as often as necessary so that information is not lost due to hardware, software, or media obsolescence or deterioration.
5. Contractor shall notify Mason within three business days if it receives a request from an individual under any applicable law regarding PII about the individual, including but not limited to a request to view, access, delete, correct, or amend the information. Contractor shall not take any action regarding such a request except as directed by Mason.
6. If Contractor will have access to University Data that includes "education records" as defined under the Family Educational Rights and Privacy Act (FERPA), the Contractor acknowledges that for the purposes of the Contract it will be designated as a "school official" with "legitimate educational interests" in the University education records, as those terms have been defined under FERPA and its implementing regulations, and the Contractor agrees to abide by the limitations and requirements imposed on school officials. Contractor will use the education records only for the purpose of fulfilling its duties under the Contract for Mason's and its end user's benefit, and will not share such data with or disclose it to any third party except as provided for in the Contract, required by law, or authorized in writing by the University.
7. Mason may require that Mason and Contractor complete a Data Processing Addendum ("DPA"). If a DPA is completed, Contractor agrees that the information in the DPA is accurate. Contractor will only collect or process University Data that is identified in the DPA and will only handle that data (e.g., type of processing activities, storage, security, disclosure) as described in the DPA. If Contractor intends to do anything regarding University Data that is not reflected in the DPA, Contractor must request an amendment to the DPA and may not take the intended action until the amendment is approved and documented by Mason.

PP. UNIVERSITY DATA SECURITY: Data security is of paramount concern to Mason. Contractor will utilize, store and process University Data in a secure environment in accordance with commercial best practices, including appropriate administrative, physical, and technical safeguards, to secure such data from unauthorized access, disclosure, alteration, and use. Such measures will be no less protective than those used to secure Contractor's own data of a similar type, and in no event less than reasonable in view of the type and nature of the data involved. At a minimum, Contractor shall use industry-standard and up-to-date security tools and technologies such as anti-virus protections and intrusion detection methods to protect University Data.

1. Immediately upon becoming aware of circumstances that could have resulted in unauthorized access to or disclosure or use of University Data, Contractor will notify Mason, fully investigate the incident, and cooperate fully with Mason's investigation of and response to and remediation of the incident. Except as otherwise required by law, Contractor will not provide notice of the incident directly to individuals who's PII was involved, regulatory agencies, or other entities, without prior written permission from Mason.

- 2. If Contractor provides goods and services that require the exchange of sensitive University Data, the Data Security Addendum attached to this Contract provides additional requirements Contractor must take to protect the University Data. Mason reserves the right to determine whether the University Data involved in this Contract is sensitive, and if it so determines it will provide the Data Security Addendum to Contractor and it will be attached to and incorporated into this contract. Types of University Data that may be considered sensitive include, but is not limited to, (1) PII; (2) credit card data; (3) financial or business data which has the potential to affect the accuracy of the University’s financial statements; (4) medical or health data; (5) sensitive or confidential business information; (6) trade secrets; (7) data which could create a security (including IT security) risk to Mason; and (8) confidential student or employee information.
- 3. Mason reserves the right in its sole discretion to perform audits of Contactor, at Mason’s expense, to ensure compliance with all obligations regarding University Data. Contractor shall reasonably cooperate in the performance of such audits. Contractor will make available to Mason all information necessary to demonstrate compliance with its data processing obligations. Failure to adequately protect University Data or comply with the terms of this Contract with regard to University Data may be grounds to terminate this Contract.

QQ. UNIVERSITY DATA UPON TERMINATION OR EXPIRATION: Upon termination or expiration of the Contract, Contractor will ensure that all University Data are securely returned or destroyed as directed by Mason in its sole discretion within 180 days of the request being made. Transfer to Mason or a third party designated by Mason shall occur within a reasonable period of time, and without significant interruption in service. Contractor shall ensure that such transfer/migration uses facilities and methods that are compatible with the relevant systems of Mason or its transferee, and to the extent technologically feasible, that Mason will have reasonable access to University Data during the transition. In the event that Mason requests destruction of its data, Contractor agrees to destroy all data in its possession and in the possession of any subcontractors or agents to which the Contractor might have transferred University Data. Contractor agrees to provide documentation of data destruction to the University.

Contractor will notify the University of any impending cessation of its business and any contingency plans. This includes immediate transfer of any previously escrowed assets and University Data and providing Mason access to Contractor’s facilities to remove and destroy Mason-owned assets and University Data. Contractor shall implement its exit plan and take all necessary actions to ensure a smooth transition of service with minimal disruption to Mason. Contractor will also provide a full inventory and configuration of servers, routers, other hardware, and software involved in service delivery along with supporting documentation, indicating which if any of these are owned by or dedicated to Mason. Contractor will work closely with its successor to ensure a successful transition to the new equipment, with minimal downtime and effect on Mason, all such work to be coordinated and performed in advance of the formal, final transition date.

RR. UNIVERSITY REVIEW/APPROVAL: All goods, services, products, design, etc. produced by the Contractor for or on behalf of Mason are subject to Mason’s review and approval.

SS. WAIVER: The failure of a party to enforce any provision in this Contract shall not be deemed to be a waiver of such right.

Contractor Name

George Mason University

Signature _____

Signature _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

APPENDIX A

Data Security Addendum for inclusion in GMU-1874-23 with George Mason University (the “University”)

This Addendum supplements the above-referenced Contract between the University and _____ (“Selected Firm/Vendor”) dated _____ (the “Contract”). It is applicable only in those situations where the Selected Firm/Vendor provides goods or services under a Contract or Purchase Order which necessitate that the Selected Firm/Vendor create, obtain, transmit, use, maintain, process, store, or dispose of Sensitive University Data (as defined in the Definitions Section of this Addendum) as part of its work under the Contract.

This Addendum sets forth the terms and conditions pursuant to which Sensitive University Data will be protected by the Selected Firm/Vendor during the term of the Parties’ Contract and after its termination.

1. Definitions

Terms used herein shall have the same definition as stated in the Contract. Additionally, the following definitions shall apply to this Addendum.

- a. **“Personally Identifiable Information (“PII”)”** means any information that can be connected to a specific person and may include but is not limited to personal identifiers such as name, address, phone, date of birth, Social Security number, student or personal identification numbers, driver’s license numbers, state or federal identification numbers, non-directory information and any other information protected by state or federal privacy laws.
- b. **“University Data”** includes all University owned Personally Identifiable Information and other information that is not intentionally made generally available by the University on public websites, including but not limited to business, administrative and financial data, intellectual property, and patient, student and personnel data.
- c. **“Sensitive University Data”** means data identified by University to Selected Firm/Vendor as Sensitive University Data and may include, but is not limited to: (1) PII; (2) credit card data; (3) financial or business data which has the potential to affect the accuracy of the University’s financial statements; (4) medical or health data; (5) sensitive or confidential business information; (6) trade secrets; (7) data which could create a security (including IT security) risk to the University; and (8) confidential student or employee information.
- d. **“Securely Destroy”** means taking actions that render data written on media unrecoverable by both ordinary and extraordinary means. These actions must meet or exceed those sections of the National Institute of Standards and Technology (NIST) SP 800-88 guidelines relevant to data categorized as high security.
- e. **“Security Breach”** means a security-relevant event in which the security of a system or procedure used to create, obtain, transmit, maintain, use, process, store or dispose of data is breached, and in which University Data is exposed to unauthorized disclosure, access, alteration, or use.
- f. **“Services”** means any goods or services acquired by the University from the Selected Firm/Vendor.

2. Data Security

- a. In addition to the security requirements stated in the Contract, Selected Firm/Vendor warrants that all electronic Sensitive University Data will be encrypted in transmission (including via web interface) and stored at no less than 128-bit level encryption. Additionally, Selected Firm/Vendor warrants that all Sensitive University Data shall be Securely Destroyed, when destruction is requested by University.
- b. If Selected Firm/Vendor’s use of Sensitive University Data include the storing, processing or transmitting of credit card data for the University, Selected Firm/Vendor represents and warrants that for the life of the Contract and while Selected Firm/Vendor has possession of University customer cardholder data, the software and services used for processing transactions shall be compliant with standards established by the Payment Card Industry (PCI) Security Standards Council (www.pcisecuritystandards.org). In the case of a third-party application, the application will be listed as PA-DSS compliant at the time of implementation by the University. Selected Firm/Vendor acknowledges and agrees that it is responsible for the security of all University customer cardholder data or identity information managed, retained, or maintained by Selected Firm/Vendor, including but not limited to protecting against fraudulent or unapproved use of such credit card or identity information. Selected Firm/Vendor agrees to indemnify and hold the University, its officers, employees, and agents, harmless for, from, and against any and all claims, causes of action, suits, judgments, assessments, costs (including reasonable attorneys’ fees), and expenses arising out of or relating to any loss of University customer credit card or identity information managed, retained, or maintained by Selected Firm/Vendor, including but not limited to fraudulent or unapproved use of such credit card or identity information. Selected Firm/Vendor shall, upon written request, furnish proof of compliance with the Payment Card Industry Data Security Standard (PCI DSS) within 10 business days of the request. Selected Firm/Vendor agrees that, notwithstanding anything to the contrary in the Contract or the Addendum, the University may terminate the Contract immediately without penalty upon notice to the Selected Firm/Vendor in the event Selected Firm/Vendor fails to maintain compliance with the PCI DSS or fails to maintain the confidentiality or integrity of any cardholder data.

3. Employee Background Checks and Qualifications

- a. In addition to the employee background checks provided for in the Contract, Selected Firm/Vendor shall perform the following background checks on all employees who have potential to access Sensitive University Data: Social Security Number trace; seven (7) year felony and misdemeanor criminal records check of federal, state, or local records (as applicable) for job related crimes; Office of Foreign Assets Control List (OFAC) check; Bureau of Industry and Security List (BIS) check; and Office of Defense Trade Controls Debarred Persons List (DDTC).

4. Insurance

- a. In addition to the insurance requirements outlined in the University’s Contract, Selected Firm/Vendor agrees to maintain Cyber Liability Insurance in an amount not less than \$2,000,000 per incident, for the entire term of the Contract. The Commonwealth of Virginia and the University shall be named as an additional insured.

5. Security Breach

- a. Liability. In addition to any other remedies available to the University under law or equity, Selected Firm/Vendor will reimburse the University in full for all costs incurred by the University in investigation and remediation of any Security Breach of Sensitive University Data, including but not limited to providing notification to individuals whose Personally Identifiable Information was compromised and to regulatory agencies or other entities as required by law or contract; providing one year’s credit monitoring to the affected individuals if the Personally Identifiable Information exposed during the breach could be used to commit financial identity theft; and the payment of legal fees, audit costs, fines, and other fees imposed by regulatory agencies or contracting partners as a result of the Security Breach.

6. Audits

- a. Selected Firm/Vendor will at its expense conduct or have conducted at least annually a: security audit with audit objectives deemed sufficient by the University, which attests the Selected Firm/Vendor’s security policies, procedures and controls; ii) vulnerability scan, performed by a scanner approved by the University, of Selected Firm/Vendor’s electronic systems and facilities that are used in any way to deliver electronic services under the Contract; and iii) formal penetration test, performed by a process and qualified personnel approved by the University, of Selected Firm/Vendor’s electronic systems and facilities that are used in any way to deliver electronic services under the Contract.
- b. Additionally, the Selected Firm/Vendor will provide the University upon request the results of the above audits, scans and tests, and will promptly modify its security measures as needed based on those results in order to meet its obligations under the Contract. The University may require, at University expense, the Selected Firm/Vendor to perform additional audits and tests, the results of which will be provided promptly to the University.
- c. AICPA SOC Report (Type II)/per SSAE18: Selected Firm/Vendor must provide the University with its most recent Service Organization Control (SOC) audit report and that of all subservice provider(s) relevant to the Contract. It is further agreed that the SOC report, which will be free of cost to the University, will be provided annually, within 30 days of its issuance by the auditor. The SOC report should be directed to the appropriate representative identified by the University. Selected Firm/Vendor also commits to providing the University with a designated point of contact for the SOC report, addressing issues raised in the SOC report with relevant subservice provider(s), and responding to any follow up questions posed by the University in relation to the SOC report.

IN WITNESS WHEREOF, this Addendum has been executed by an authorized representative of each party as of the date set forth beneath such party’s designated representative’s signature.

Selected Vendor

George Mason University

Signature

Name: _____

Title: _____

Date: _____

Signature

Name: _____

Title: _____

Date: _____



EVENT MARKETING AND MANAGEMENT



PROPOSAL FOR:

George Mason University

PREPARED BY:

Bayley Brill

+1 571-378-6263 | bbrill@cvent.com





Thank You

Dear Regina,

Thank you for investing time with us! We've enjoyed your evaluation and current conversations regarding a potential partnership with Cvent to help manage your total events program. As the global leader in event marketing and management technology, we understand that this is an important investment decision for your organization and the success of your meetings and events program.

In the following pages, I've included some detail about who we are as a company, the solutions that we're proposing based on conversations with your team, the breadth of our customer support resources, and pricing details.

We appreciate your consideration and I'm happy to answer any questions you have, so that you can feel confident about an investment in Cvent and your events.

Best,
Bayley Brill
Senior Account Manager



4,800+ EMPLOYEES

1,300+ TECHNOLOGY STAFF

1,500+ CUSTOMER SUPPORT STAFF

22,000+ CUSTOMERS ACROSS 100+ COUNTRIES

194,000+ ACTIVE USERS

6.2M+ EVENTS MANAGED

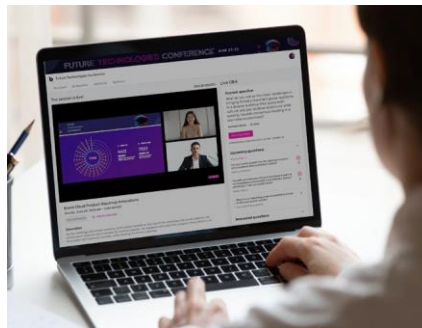
A ONE-STOP-SHOP FOR EVENT SUCCESS

As the global leader in event marketing and management technology, Cvent offers a comprehensive platform to support your total events program. That means your in-person, virtual, and hybrid events, the events you host and attend, your entire event lifecycle, and your events of all shapes, sizes, and complexities. We know how important it is to have a reliable one-stop-shop that makes your team more efficient, allows you to create engaging experiences, and gives you the data to maximize value and ROI.

IN-PERSON EVENTS



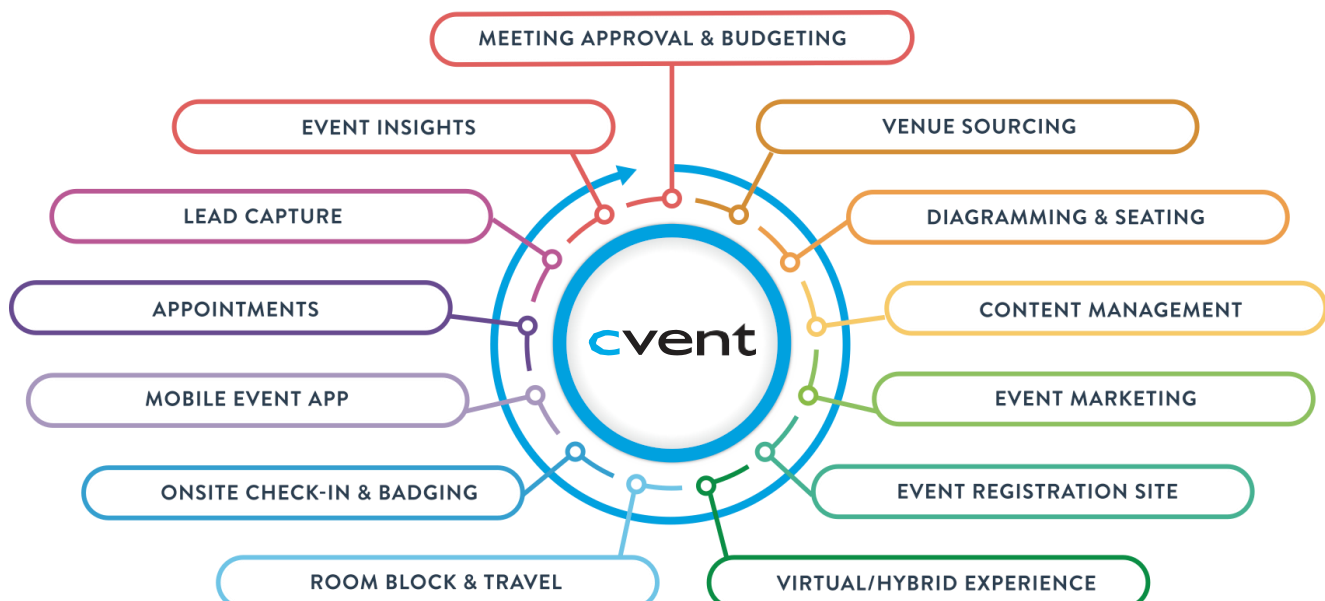
VIRTUAL EVENTS



HYBRID EVENTS



We've been committed to the events industry since our founding in 1999 and have the resources to invest in product innovation, deliver best-in-class customer support, and continue proving value to our customers year after year. Our mission is to become a long-term partner for your organization, working together to improve your events program and reach your business goals.



EVENT MARKETING AND MANAGEMENT PLATFORM SOLUTIONS

EVENT MANAGEMENT

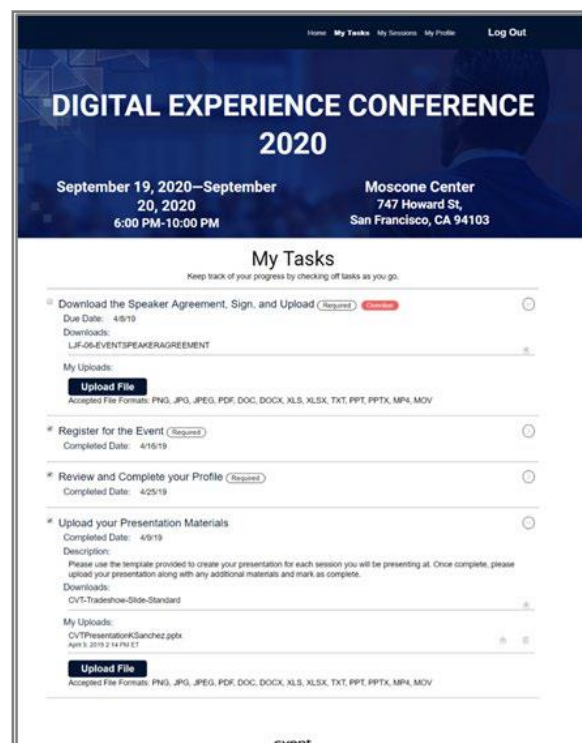
- Create branded and professional websites
- Capture registrations, with dynamic registration paths for each attendee type
- Collect attendee preferences and ask pre-event questions
- Send targeted email communications
- Process payments securely if needed
- Assess event success and ROI with straightforward reporting

SPEAKER RESOURCE CENTER

- Streamline communications with speakers and collaborate on event logistics and content
- Create, assign, and track speaker tasks, with the ability to send task reminders
- Offer a self-service portal for speakers to complete tasks, submit speaker details, and upload videos and presentations

EXHIBITOR MANAGEMENT

- Centrally manage the exhibitor experience, including communications, tasks, LeadCapture license purchases and device rentals, booth staff registration, and more
- Help exhibitors easily capture, qualify, take notes on, and rate leads from your event
- Allow exhibitors to schedule meetings with the right attendees to increase the high-quality leads they receive from your event
- Get comprehensive reporting to understand and prove the exhibitor value you're delivering



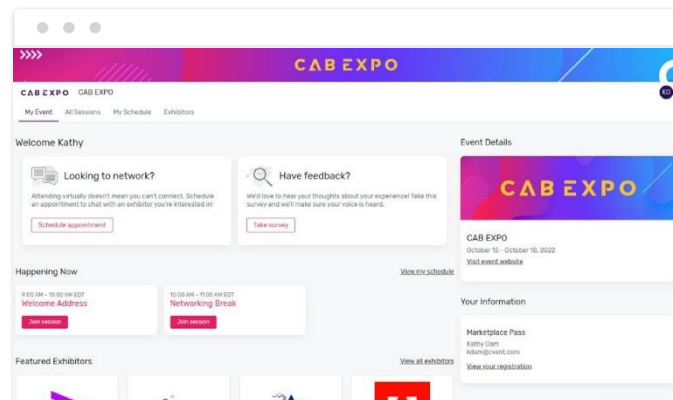
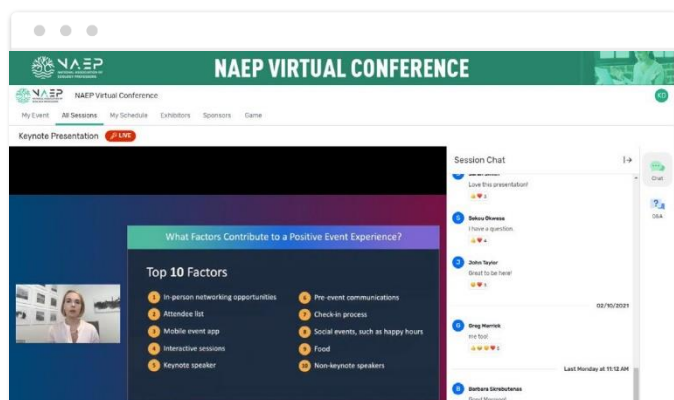
242M+ REGISTRATIONS PROCESSED

\$21.9B+ EVENT FEES PROCESSED

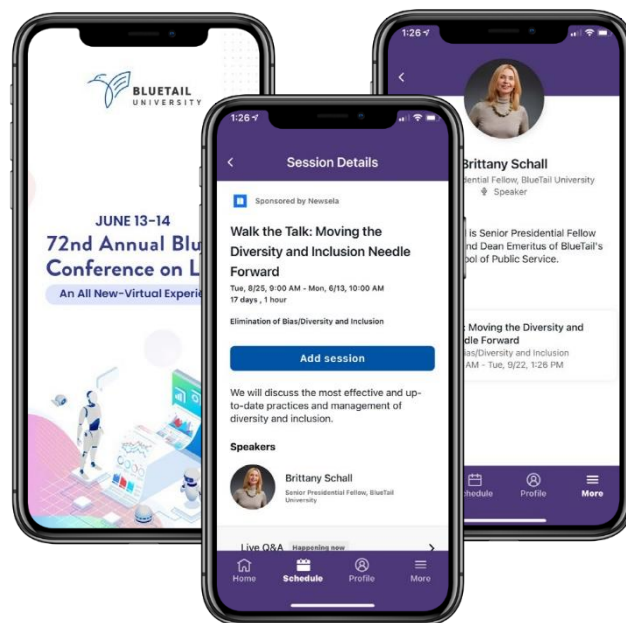
EVENT MARKETING AND MANAGEMENT PLATFORM SOLUTIONS

ATTENDEE HUB®

- Broadcast live or on-demand sessions without third-party tools or integrations
- Personalize your virtual event lobby with key event details, sessions, surveys, and content
- Drive attendee networking by making it easy to schedule appointments with exhibitors, sponsors, staff, and one another
- Keep sessions interactive and engaging with live Q&A and session chat
- Prominently showcase exhibitors and sponsors to deliver brand awareness
- Create a virtual exhibit hall with booths that have video conferencing, so exhibitors can effectively meet with attendees
- Use surveys to collect attendee feedback on your event and individual sessions
- Automatically track session attendance for continuing education or governance
- Capture and store all event and attendee data in a single system for faster, smarter follow up
- Use engagement scoring to score attendees' in-person and virtual activities and prioritize follow up



- Use the Event App to create a shared experience between virtual and in-person attendees
- Send push notifications with the Event App to keep attendees informed and up-to-date
- Prominently feature videos and webpages on the Event App homepage



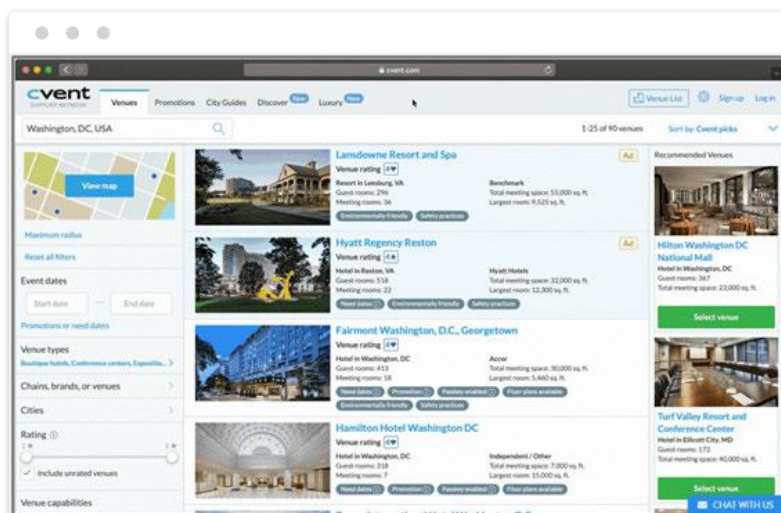
EVENT MARKETING AND MANAGEMENT PLATFORM SOLUTIONS

OVER 15 YEARS

POWERING
VIRTUAL EVENTS

164K+ VIRTUAL
EVENTS HOSTED
IN 2021

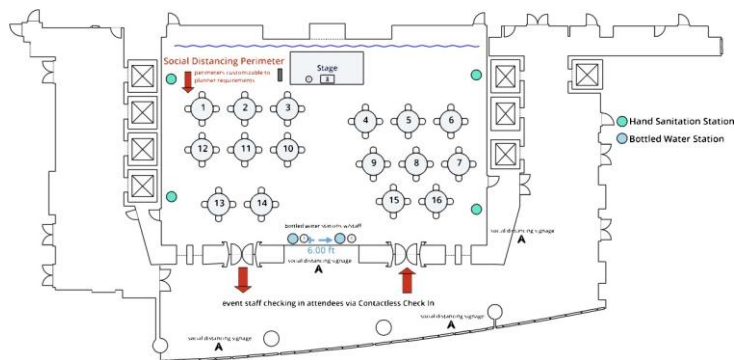
EVENT MARKETING AND MANAGEMENT PLATFORM SOLUTIONS



302,000+ HOTELS AND VENUES LISTED

CVENT SUPPLIER NETWORK

- Browse over 302,000 event venues based on your needs
- Access key health and safety information to source the right venues that meet your unique requirements
- Submit a single RFP to multiple venues, compare bids, track cancelled space, and centralize all sourcing data
- Track your sourcing program by automating and streamlining key processes while collecting data and providing reporting analysis to demonstrate cost savings and effectiveness



3.7B+ TOTAL SQ. FT OF MAPPED MEETING SPACE

5.6M+ DIAGRAMS BUILT

CVENT EVENT DIAGRAMMING

- Create professional, to-scale diagrams to design a safe event space that ensures proper social distancing
- Run an audit to check that event layouts meet safety standards and guidelines
- Visit your venue virtually and showcase your event space to stakeholders to get feedback in real-time
- Collaborate with colleagues & vendors in real-time



- Content session submissions and speaker information
- Review and accept or reject speaker submissions
- Send automated email invitations, reminders, confirmations, and notifications
- Publish final content selections into your event agenda

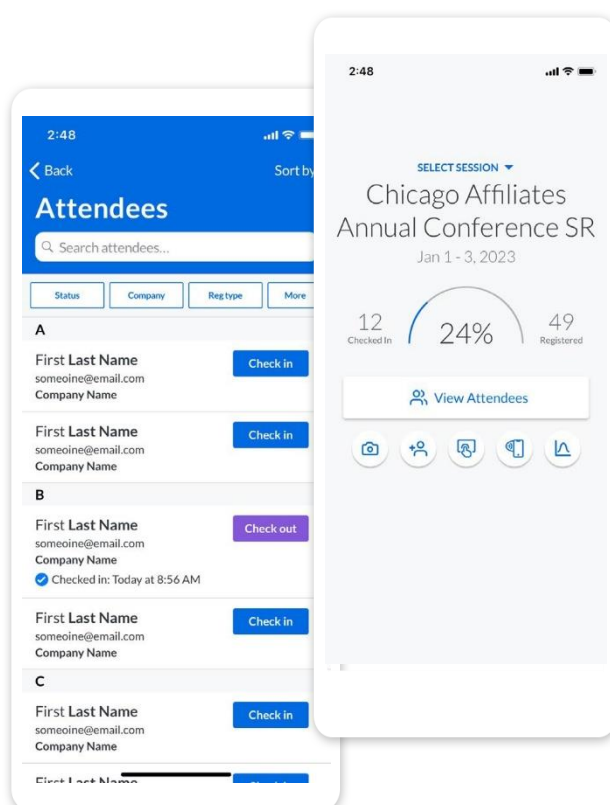
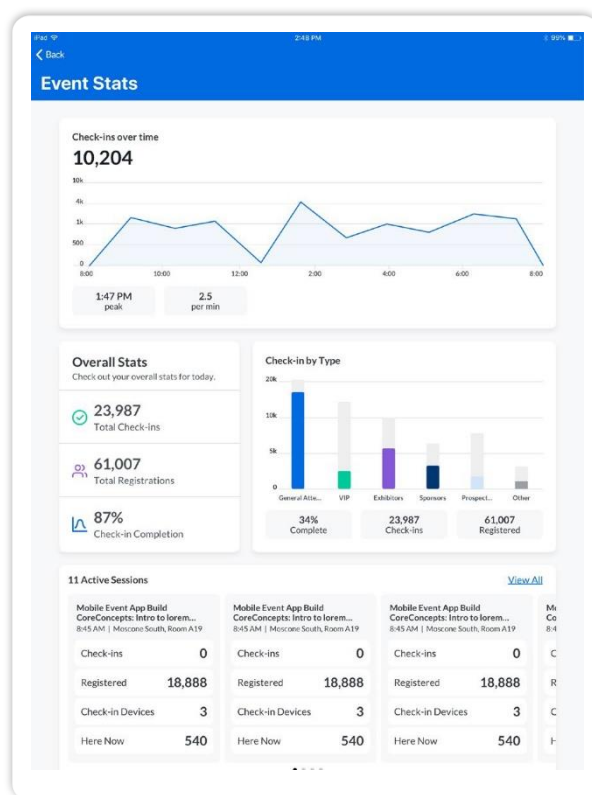


- Facilitate onsite or virtual meetings between attendees, sponsors, exhibitors, and employees
- Deliver more value by helping attendees make more connections and deeper relationships
- Control who can view and request meetings with each other
- Better manage the capacity and timing of meetings to follow safety guidelines

EVENT MARKETING AND MANAGEMENT PLATFORM SOLUTIONS

ONARRIVAL

- Offer contactless check-in and badge printing to minimize shared surfaces and interactions with staff
- Print attendee name badges on demand in seconds
- Collect attendee signatures for additional verification needs
- Securely process payments onsite, making accommodating walk-in registrations, collecting donations, or selling additional items simple
- Set session capacities to ensure rooms aren't overcrowded and follow distancing guidelines
- Use contactless session scanning to track attendance and control access
- Easily monitor occupancy with dashboards and understand when sessions are at or close to capacity
- Use session attendance data to understand attendee interests for more effective sales and marketing follow-up



EVENT MARKETING AND MANAGEMENT PLATFORM SOLUTIONS

IN10CT
Insight Sales Conference Feedback Survey

How likely is it that you would recommend the IN10CT Conference to a colleague?

Not likely at all Neutral Extremely likely

0 1 2 3 4 5 6 7 8 9 10

Overall, how satisfied are you with the following aspects of the conference:

Time spent with Account Team ☆ ☆ ☆ ☆ ☆

Networking Opportunities ☆ ☆ ☆ ☆ ☆

Venue/Location ☆ ☆ ☆ ☆ ☆

Event Length ☆ ☆ ☆ ☆ ☆

Prior to the IN10CT Conference, how much of the information that you needed did you get?

☐ All of the information

☐ Most of the information

☐ Some of the information

☐ A little of the information

☐ None of the information

SURVEYS

- Create simple or advanced standalone surveys or integrate them with your events
- Capture responses for all audience types with multiple survey distribution channels
- Analyze data with out-of-the-box reports and share real-time data visualizations
- Establish long-term survey programs for deeper insights and more informed business decisions

324K+ SURVEYS LAUNCHED

81M+ SURVEY RESPONSES COLLECTED



INTEGRATIONS

- Integrate Cvent with key business systems for cross-channel visibility into buyer behavior
- Eliminate manual, error-prone data exports and imports
- Pass key attendance and engagement data back to Cvent and your other systems
- Have a unified, up-to-date view of your entire events program

PROFESSIONAL SERVICES

VIRTUAL EVENT 360

You have unique needs with unique goals that you're trying to accomplish. Our services are designed to help you get on the path to event success and reach those goals faster. Our services are led by Cvent experts with deep product and industry knowledge, and we'll work together to understand which ones are the right fit.

Our Virtual Event 360 services provide additional support in planning and executing an impactful virtual or hybrid event. Our team will tailor an approach that best fits your needs to ensure your event is polished and professional. These services are entirely flexible and can easily with your needs. They include:



PROJECT MANAGEMENT

From developing your virtual event strategy and building your virtual experience to creating your sessions and setting up your exhibitors and sponsors, we can handle full setup and configuration of your virtual events.



WEBCAST SUPPORT

To make sure your event goes off without a hitch, we can help before and during your event with tasks like speaker and moderator training, session monitoring, A/V checks, technical support, post-event reporting, and more.



VIDEO AND CONTENT PRODUCTION

For additional hands-on assistance, we can help you create your run-of-show and production strategy, provide an event or session producer, design custom graphics, create advanced layouts and overlays, capture live stream and video on-demand content, and more.

PROFESSIONAL SERVICES

ONARRIVAL 360

You have unique needs with unique goals that you're trying to accomplish. Our services are designed to help you get on the path to event success and reach those goals faster. Our services are led by Cvent experts with deep product and industry knowledge, and we'll work together to understand which ones are the right fit.

OnArrival 360 is our full-service onsite attendance management service, providing all the software, hardware, supplies, and hands-on support you need to help your event go off without a hitch. Together with our OnArrival app, it includes:



PROJECT MANAGEMENT

You'll have a dedicated Project Manager for end-to-end planning and support. They can assist with badge design and testing, setting up the optimal floor plan for registration, shipping all hardware to the venue, coordinating onsite support, and more.



HARDWARE AND DEVICES

We'll provide the equipment you need to efficiently check attendees in to your event and accurately track session attendance, including iPads, printers, and handheld scanners.



BADGES AND SUPPLIES

We'll help design your attendee name badges and provide the supplies you need, such as badge stock and lanyards.



ONSITE TECHNOLOGY STAFF

We'll be onsite at your event, working together to ensure a smooth and successful event. Our staff can set up and configure equipment, train event staff, assist with troubleshooting, handle equipment teardown, and more.

PROFESSIONAL SERVICES

EVENT BUILD

You have unique needs with unique goals that you're trying to accomplish. Our services are designed to help you get on the path to event success and reach those goals faster. Our services are led by Cvent experts with deep product and industry knowledge, and we'll work together to understand which ones are the right fit.

When you need a helping hand to build and launch our event, our team of experts can handle creation of your event website, registration, virtual event experience, mobile event app, feedback surveys, and more. Will be your single, consistent point of contact and can join regular recurring meetings.



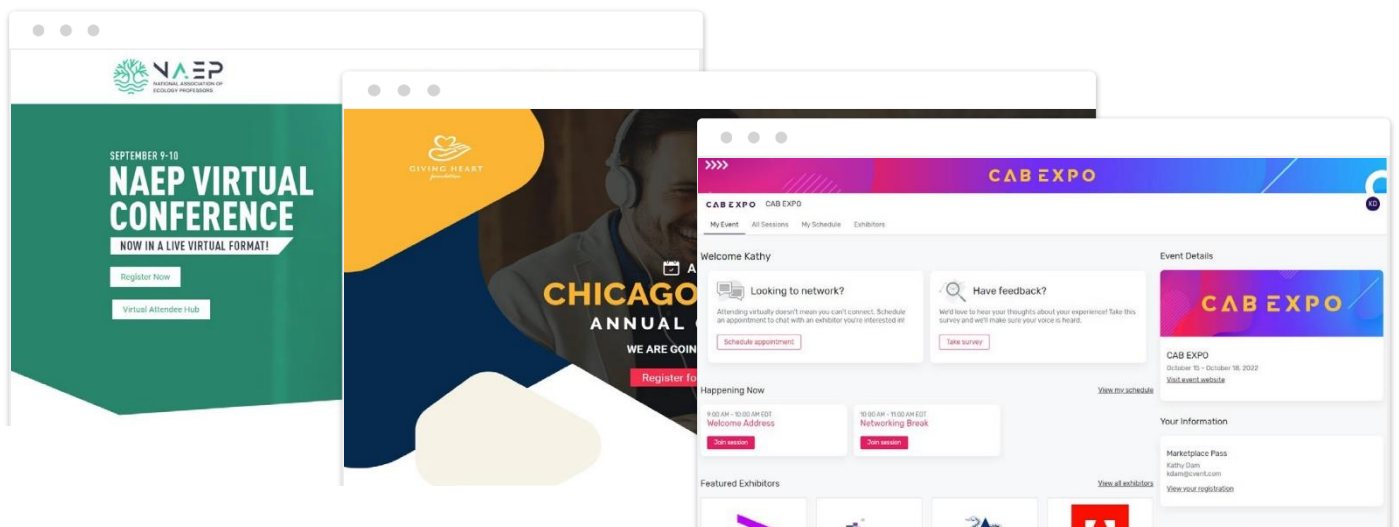
We'll gather your requirements and needs to understand the scope and complexity of the project and what you're trying to achieve



Our experts will build a professional and branded event that provides a cohesive and engaging experience for your attendees



Your team can use what we create as templates for future events, freeing up time and resources to focus on the more strategic aspects of your events program



PROFESSIONAL SERVICES

DESIGNATED TECHNICAL SUPPORT

You have unique needs with unique goals that you're trying to accomplish. Our services are designed to help you get on the path to event success and reach those goals faster. Our services are led by Cvent experts with deep product and industry knowledge, and we'll work together to understand which ones are the right fit.

While you're using our Cvent Attendee Hub at your virtual or hybrid event, our Designated Technical Support service provides extra assistance for your event organizers and event staff during your event.

Instead of calling into our general support queue, a dedicated product expert is just a phone call or email away to assist with any technical questions or needs you have.



Have a dedicated point of contact that your team can reach during your event by phone or email



Have a pre-event call with your point of contact to discuss the support process, so that your team is prepared when your event goes live



Have peace of mind knowing that you'll be able to reach an expert directly to support a successful live event experience

CUSTOMER SUPPORT RESOURCES

AN EXTENSION OF YOUR TEAM

This is a partnership – and we’re committed to your organization’s long-term success. That’s why we’re so focused on providing world-class customer support. We offer several support channels because your events are just as important to you as they are to us. You can rest assured knowing that you’ll be in great hands.



AWARD-WINNING CUSTOMER SUPPORT

With over 1,500 employees on our customer support team, we’re here to ensure your success. Our goal and mission is to enable you to execute the flawless event experience that your attendees expect.



THE CVENT COMMUNITY

The Community is your place to stay in the know with the latest from Cvent. Get real answers from real Cvent users in our forums, browse through the latest product news designed for you, search the Knowledge Base for helpful articles or training material, and influence our product growth by submitting Ideas.



ACCOUNT MANAGER

Your Account Manager will oversee your account from a business perspective and help ensure your continued success with Cvent. For contract questions, account usage, or technology needs, they’ll be your go-to resource.



CLIENT SUCCESS ADVISOR

A Client Success Advisor will guide you through the implementation and setup of your event launch. They are committed to understanding the specific needs of your organization.



CVENT CELEBRITY PROGRAM

You’ll have the opportunity to join the Cvent Celebrity Program, where you can network with and learn from like-minded professionals, influence our product roadmap, participate in product testing, and get rewarded for being an active participant.



ONLINE TRAINING

Become an event marketing and management expert with our interactive online trainings on topics like event creation, promotion, registration management, and reporting.

1,500+ CUSTOMER SUPPORT TEAM

24/7 CUSTOMER CARE

THE COMPANY WE KEEP

CORPORATION



ASSOCIATION



NON-PROFIT



EDUCATION



GOVERNMENT



THIRD PARTY



In Compliance With This Request For Proposal And To All The Conditions Imposed Therein And Hereby Incorporated By Reference, The Undersigned Offers And Agrees To Furnish The Goods/Services In Accordance With The Attached Signed Proposal Or As Mutually Agreed Upon By Subsequent Negotiations.

Name and Address of Firm:

Legal Name: Cvent, Inc.

Date: August 14, 2023

DBA: Cvent

Address: 1765 Greensboro Station Place, 7th Floor

By: Bayley Brill
Signature

Tysons Corner, Virginia 22102

FEI/FIN No. 54-1954458

Name: Bayley Brill

Fax No. 703-226-3501

Title: Senior Account Manager

Email: bbrill@cvent.com

Telephone No. 571-378-6263

SWaM Certified: Yes: _____ No: NA (See Section VII. SWaM CERTIFICATION for complete details).

SWaM Certification Number: NA

We are not a Small Business, women-owned or considered certified as minority-owned business so SWaM certification would not apply to us.

This public body does not discriminate against faith-based organizations in accordance with the *Governing Rules, § 36* or against a Bidder/Offeror because of race, religion, color, sex, national origin, age, disability, or any other prohibited by state law relating to discrimination in employment.

ATTACHMENT A
SMALL BUSINESS SUBCONTRACTING PLAN
TO BE COMPLETED BY OFFEROR

Cvent is not a Small Business and therefore, this attachment is not applicable to us.

Offerors must advise any portion of this contract that will be subcontracted. All potential offerors are required to include this document with their proposal in order to be considered responsive.

Small Business: "Small business (including micro)" means a business which holds a certification as such by the Virginia Department of Small Business and Supplier Diversity (DSBSD) on the due date and time for proposals. This shall also include DSBSD certified women-owned and minority-owned businesses and businesses with DSBSD service-disabled veteran owned status when they also hold a DSBSD certification as a small business on the proposal due date. Currently, DSBSD offers small business certification and micro business designation to firms that qualify.

Certification applications are available through DSBSD online at www.SBSD.virginia.gov (Customer Service).

Offeror Name: _____

Preparer Name: _____ **Date:** _____

Who will be doing the work: ☐ **I plan to use subcontractors** ☐ **I plan to complete all work**

Instructions

- A. If you are certified by the DSBSD as a micro/small business, complete Section A of this form.
- B. If the "I plan to use subcontractors" box is checked, complete Section B of this form. For the proposal to be considered and the offeror to be declared responsive, the offeror shall identify the portions of the contract that will be subcontracted to any subcontractor, to include DSBSD certified small business for the initial contract period in relation to the offeror's total price for the initial contract period in Section B.

Section A

If your firm is certified by the DSBSD provide your certification number and the date of certification.

Certification Number: _____ Certification Date: _____

Section B

If the "I plan to use subcontractors" box is checked, populate the requested information below, per subcontractor to show your firm's plans for utilization of any subcontractor, to include DSBSD-certified small businesses, in the performance of this contract for the initial contract period in relation to the offeror's total price for the initial contract period. Certified small businesses include but are not limited to DSBSD-certified women-owned and minority-owned businesses and businesses with DSBSD service-disabled veteran-owned status that have also received the DSBSD small business certification. Include plans to utilize small businesses as part of joint ventures, partnerships, subcontractors, suppliers, etc. It is important to note that this proposed participation will be incorporated into the subsequent contract and will be a requirement of the contract. Failure to obtain the proposed participation dollar value or percentages may result in breach of the contract.

Plans for Utilization of Any subcontractor, to include DSBSD-Certified Small Businesses, for this Procurement Subcontract #1

Company Name: _____ SBSD Cert #: _____ Contact Name: _____ SBSD Certification: _____ Contact Phone: _____ Contact Email: _____ Value % or \$ (Initial Term): _____ Contact Address: _____ Description of Work: _____

Subcontract #2

Company Name: _____ SBSD Cert #: _____ Contact
Name: _____ SBSD Certification: _____ Contact Phone: _____
_____ Contact Email: _____ Value % or \$ (Initial Term): _____
_____ Contact Address: _____
Description of Work: _____

Subcontract #3

Company Name: _____ SBSD Cert #: _____ Contact
Name: _____ SBSD Certification: _____ Contact Phone: _____
_____ Contact Email: _____ Value % or \$ (Initial Term): _____
_____ Contact Address: _____
Description of Work: _____

Subcontract #4

Company Name: _____ SBSD Cert #: _____ Contact
Name: _____ SBSD Certification: _____ Contact Phone: _____
_____ Contact Email: _____ Value % or \$ (Initial Term): _____
_____ Contact Address: _____
Description of Work: _____

Subcontract #5

Company Name: _____ SBSD Cert #: _____ Contact
Name: _____ SBSD Certification: _____ Contact Phone: _____
_____ Contact Email: _____ Value % or \$ (Initial Term): _____
_____ Contact Address: _____
Description of Work: _____

Executive Summary: Offerors must submit an executive summary at the beginning of the proposal response not to exceed 2 pages.

Cvent has carefully gone through all the requirements stated in the RFP document and proposes its event management platform solutions to meet those requirements.

Cvent's mission is to transform the events and meetings industry. Our software platform disrupts the traditional processes for the event planners who organize events and the venues that host them, creating more value for the entire events and meetings ecosystem. Cvent integrates online registration, website, mobile apps, email communication, contact management, payment collection, onsite management, survey, reporting and data analysis features to provide organizations with web-based tools for streamlining event management.

Some key differentiators are:

Integrated platform: No other tool in the market has each module and component built to speak with one another and integrated so that data and content can flow seamlessly from one portion to the next. The platform provides the ability for you to do all event management activities under one roof, without having to use multiple vendors or multiple systems. The automation in the system is unparalleled when it comes to all facets of an event, from email, mobile apps, collecting the data needed from the attendees, badge creation, Onsite solutions, making an event with templates and cloning, to reporting - the system is made to streamline many manual processes and not miss a step.

Support & Training: From a customer service perspective, we go above and beyond the call of duty. Our customer service is far and away the best in the business. We have hundreds of customers that have written commendations about their positive experience with our support. We have 1500+ people on staff in our customer care department. We not only help you with technical questions, we truly become your consultant.

We provide you with ideas and concepts that help you get the most out of your usage of Cvent. When you become a Cvent customer, you will receive full access to our 24/7 customer care team for your day-to-day questions. However, you will also receive a designated Client Success Consultant (more of a strategic contact) and an account manager.

We all have a dedicated interest in your success and want you to have peace of mind knowing that you can talk to a live human being including top senior management if you ever have a concern.

From a training standpoint, you have access to free and unlimited product training. We offer live product trainings on different aspects of the system via webinar, or we have recorded trainings that you can review at your leisure.

Company & Product Roadmap: While our competitors have their strengths, they can't compete with regards to technological support. Cvent have grown to 4,800+ employees world-wide (with more than 1500 in our client services department and 1300+ in our technology team) to support our rapidly growing client base of 22,000 customers.

Cvent is also experiencing internal growth expanding even further in the international market, growing our UK office and European team. Cvent is financially sound and is reinvesting its capital back into the product. We have tons of exciting features / products on the roadmap to ensure we are the leading technology in space.

Cvent offers an innovative and most comprehensive event management platform in the industry and is dedicated to helping your events to be successful.

Here are some of the key benefits that you will get when you partner with us:

1. A user-friendly event management system
2. Event marketing and promotion tools
3. Manage event speakers and content
4. Reporting & Analytics
5. Budget and track spending
6. Dynamic and Customizable attendee registration process to cater to various attendee types
7. Integration with housing and travel systems



8. Venue Sourcing: One of the foundational and most critical steps to planning an event is sourcing the perfect venue. The Cvent Supplier Network is the single largest venue finding software in the world. Through the Supplier Network, planners can access the details of over 300,000+ hotels and venues.

9. Secure payment process: Cvent is certified Level 1 compliant to the PCI Data Security Standards (DSS). This means Cvent has undergone an onsite audit by a third-party Qualified Security Assessor.

10. Onsite solutions: Cvent's check-in app, OnArrival, is a simplified solution for planners to check in attendees while onsite with the swipe of a finger or by scanning a QR Code. Attendees can be checked in to the overall event, as well as individual sessions.

11. Event Mobile Apps: Our platform makes it easy for organizations like yours to build a custom mobile app that will enhance your brand's reputation and meet your event goals.

12. Integrated data from your event management systems to our other internal systems: To provide truly actionable data-driven insights, the information in your event management system should seamlessly integrate with your other technology systems such as your account management system. Cvent's Application Programming Interface (API) provides an efficient means of exchanging data between Cvent and other key applications.

Please [click here](#) for a quick overview of Cvent.

Qualifications and Experience: Describe your experience, qualifications and success in providing the services described in the Statement of Needs to include the following:

a. Background and brief history of your company.

Established in 1999 and over 23 years of experience, Cvent is the largest meetings management software & services company in the world. Cvent helps global organizations to achieve their various missions via their easy-to-use event technology and support.

We have over 22,000+ customers across a variety of different markets, including associations, non-profits and corporations. On November 29, 2016, Cvent announced that it had been acquired by Vista Equity Partners. In addition, Cvent and Lanyon Solutions also announced the merger of their two companies, creating a global meeting, event and travel technology leader.

Cvent became a public company on December 9, 2021 and is listed on the NASDAQ under the CVT symbol.

On June 15, 2023 Cvent announced the completion of its acquisition by Blackstone, one of the largest private equity investors and asset managers in the world.

b. Names, qualifications and experience of personnel to be assigned to work with Mason.

Bayley Brill – Senior Account Manager, Education Solutions. Bayley has been with Cvent for 5 years and is a part of the higher education Account Management vertical.

Leslie Alpert- Senior Regional Sales Director, Education Solutions. Leslie has been with Cvent for 13 years and will help any new departments explore using Cvent and demoing solutions.

Celine Leser- Client Success Advisor. Celine has been with Cvent for 2 years and is the Client Success Advisor for all George Mason University's departments using Cvent.

c. No fewer than three (3) references that demonstrate the Offeror's qualifications, preferably from other comparable higher education institutions your company is/has provided services with and that are similar in size and scope to that which has been described herein. Include a contact name, contact title, phone number, and email for each reference and indicate the length of service.

1) University of Washington

- a. Contact Name: Hana Kenny
- b. Contact Title: Event Platform Manager
- c. Phone Number: 206-235-4262
- d. Email: hkenny@uw.edu
- e. Length of Service: 8 years

2) Duke University

- a. Contact Name: Debrah Suggs
- b. Contact Title: Senior Analyst, IT
- c. Phone Number: 919-660-6916
- d. Email: dds@duke.edu
- e. Length of Service: 8 years

3) Georgetown University

- a. Contact Name: Kishan Kariawasam
- b. Contact Title: IT Director
- c. Phone Number: 202-285-3461
- d. Email: kariawak@georgetown.edu
- e. Length of Service: 14 years

4. Specific Plan (Methodology): Explain your specific plans for providing the proposed services outlined in the Statement of Needs including:

- a. Your approach to providing the services described herein.
- b. What, when and how services will be performed.

Each organisation has its unique requirements, therefore, we would like to discuss your project requirements before providing you with detailed project timelines. Typically, a project should be ready for launch in 1-3 months' time including the training time needed for the users/admins to learn the tool and leverage its various features to maximize the benefits.

A typical project implementation plan is described below.

Implementation kick-off – get to know your account team and discuss business goals and expectations

- Account setup and resource alignment
- Define account users, roles, and groups
- Merchant account setup
- Integration setup within the Cvent platform - OnArrival (onsite check-in and badge printing), and with other systems like your marketing automation, or CRM system
- Setup private domains, if applicable.

Planning - determine events calendar for the year

- Review registration timelines and begin the event setup process
- Website design
- Registration process
- Attendee Hub Web and Event App design and set up
- Import contacts
- Create email templates

Marketing – implement marketing strategy and design campaigns

Market events through emails, website branding and social media. Discuss onsite adoption and preparedness tactics with your account team.

Build

- Implement best practices, complete event setup, and test the registration process
- Invitee management, onsite check-in, name badge design, delegate engagement, and event reporting and analysis.

Review and Evaluation

Account review, ongoing training, advocacy and user communities to measure business value/ROI of the system and give us your feedback

Dedicated support team collaborating with you throughout the partnership. An Account Manager will manage the partnership from a commercial and contractual perspective. Dedicated product consultants will work on a unique onboarding and personalised training based on specific event requirements. Product consultants act as strategic resources throughout the partnership, to make sure the technology is set up to meet client needs. 24/7 customer care line in addition, to an intuitive online search engine within the product, search for training videos and guides.

In your proposal response please address the following:

- a. Are you and/or your subcontractor currently involved in litigation with any party?

None to report. As a company that does business with customers and vendors on a global basis, Cvent is subject from time to time to routine litigation matters. However, none of such matters will have a material adverse effect to the services Cvent provides.

- b. Please list any investigation or action from any state, local, federal or other regulatory body (OSHA, IRS, DOL, etc.) related to your firm or any subcontractor in the last three years.

None to report.

- c. Please list all lawsuits that involved your firm or any subcontractor in the last three years.

None to report. As a company that does business with customers and vendors on a global basis, Cvent is subject from time to time to routine litigation matters. However, none of such matters will have a material adverse effect to the services Cvent provides.

- d. In the past ten (10) years has your firm's name changed? If so please provide a reason for the change
No. Cvent, Inc. was incorporated in 1999 and has been doing business with the same name since.

TRANSFORM YOUR MEETINGS AND EVENTS

Choosing the right partner isn't easy, and event marketing and management solutions aren't all created equal. We understand that. But with Cvent, you can rest assured that our visionary team will work tirelessly to bring you best-in-class technology, backed by a never-say-never support system.

We have over 20 years of experience helping customers successfully manage and execute their events and are dedicated to continuing to support and guide you.

Now, let's get down to the numbers.





EVENT MARKETING AND MANAGEMENT

George Mason University

PRICING PLAN PER ACCOUNT

Today's most successful events – and programs – are backed by technology that enable better attendee experiences and easier, more efficient planning, execution, and measurement for event organizers and marketers. No matter the size and complexity of your meetings and events, Cvent can provide the right solutions to support you.

PROFESSIONAL LICENSE

The Professional license provides the tools you need to deliver impactful events. Manage sessions, speakers, and exhibitors, create dynamic registration paths, build multi-page websites, promote your events, manage CE credits, report on the success of your events, and more.

Pricing:

- License Fee: \$1,800
- Registration Fee: See pricing on page 3
- User Logins: 10 user logins included

ENTERPRISE LICENSE

The Enterprise license provides additional functionality to keep up with your most complex events. Have shared event calendars, task management, approval workflows, meeting request forms, budgeting tools, housing and travel, and more.

Pricing:

- License Fee: \$4,200
- Registration Fee: See pricing on page 3
- User Logins: 20 user logins included

Ecommerce Options: Cvent Payment Services (3.95% fee) or use your own merchant account (no additional fee from Cvent). Cvent Payment Services is a great option for departments who don't have a dedicated merchant account. It's a reliable and secure solution to collect and process event registration fees. You'll receive your balance each month (less processing charges) via ACH transfer.



ATTENDEE HUB

Attendee Hub combines web and app-based technologies to deepen and extend engagement for your in-person, virtual, and hybrid events. In-person and online attendees can create personalized event journeys and stay connected to key event content, attendees, and sponsors.

Pricing:

- License Fee: \$1,800
- Registration Fee: See pricing on page 3

EVENT IN A BOX

Event in a Box complements OnArrival Premium events, providing the hardware you need to check attendees in quickly and print name badges on-demand. Designed for events under 500 attendees, it's a simple and convenient solution for sourcing equipment. You can be confident that you'll have everything you need for attendee check-in, when and where you need it.

[Learn more about renting or purchasing an Event in a Box.](#)

CVENT EVENT DIAGRAMMING

Bring your event to life with Cvent Event Diagramming. Find the perfect space, have attendee management tools for seating and meals, collaborate in real time, take photo-realistic 3D tours, get post-event reports, and more.

Pricing:

- License Fee: See pricing on page 3

ADDITIONAL ADD-ONS

See pricing on page 3

Branding Package: Fully brand each facet of your event to match your organization's branding.

API:

- Professional License (15,000 calls per day, 10 calls per second, max burst of 10 calls)
- Enterprise License (500,000 calls per day, 25 calls per second, max burst of 25 calls)

Single Sign-On: Simplify your user experience by sending users directly to Cvent without going through Cvent's login page

ONARRIVAL PREMIUM

Deliver a seamless check-in experience onsite to eliminate long lines and minimize staff needed.

Quickly check attendees in, collect signatures, process outstanding payments, and take care of walk-in registrations.

Pricing:

- Per Event Fee: See pricing on page 3

CVENT CONTACTS

For more information, contact:

- Bailey Brill (BBrill@cvent.com or 571-378-6263)
- Leslie Alpert (LAlpert@cvent.com or 571-830-2122)



GMU PRICING PLAN PER ACCOUNT

Product	1 Year Price	2 Year Price	3 Year Price	4 Year Price	5 Year Price
Event Management					
Registration (Per Reg Fee)	\$4.90/reg	\$4.38/reg	\$4.20/reg	\$3.85/reg	\$3.68/reg
Attendee Hub (Per Reg Fee)	\$4.90/reg	\$4.39/reg	\$4.20/reg	\$3.85/reg	\$3.68/reg
User Logins	\$250/user	\$250/user	\$250/user	\$250/user	\$250/user
Cvent Event Diagramming					
1 User (Annual License Fee)	\$3,220	\$2,800	\$2,590	\$2,380	\$2,170
2 or 3 Users (Annual License Fee)	\$4,830	\$4,200	\$3,885	\$3,570	\$3,255
4 or 5 Users (Annual License Fee)	\$5,750	\$5,000	\$4,625	\$4,250	\$3,875
Over 5 Users	Custom Quote	Custom Quote	Custom Quote	Custom Quote	Custom Quote
OnArrival Premium					
0-250 Attendees	\$1,104/event	\$1,200/event	\$1,110/event	\$1,020/event	\$930/event
250-500 Attendees	\$1,748/event	\$1,520/event	\$1,406/event	\$1,292/event	\$1,178/event
Over 500 Attendees	Custom Quote	Custom Quote	Custom Quote	Custom Quote	Custom Quote
Additional Add-Ons					
Branding Package (Annual Fee)	\$3,000				
API Professional License (Annual Fee)	\$2,500				
API Enterprise License (Annual Fee)	\$5,000				
Single Sign-On (Annual Fee)	\$1,500				
Salesforce API and App (Annual License Fee)	Custom Quote				
Event Builder Services	Starts at \$1,500				



Cvent is the global meeting, event, travel, and hospitality technology leader.

Cvent provides easy-to-use, integrated technology solutions to maximize the impact of meetings and events of all sizes. We help organizations plan and market events, execute onsite, engage audiences, and measure and analyze results.

[Learn More](#)





George Mason University

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- License Fee: See pricing on page 3

ADDITIONAL ADD-ONS

See pricing on page 3

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Cvent provides easy-to-use, integrated technology solutions to maximize the impact of meetings and events of all sizes. We help organizations plan and market events, execute onsite, engage audiences, and measure and analyze results.

[Learn More](#)



In Compliance With This Request For Proposal And To All The Conditions Imposed Therein And Hereby Incorporated By Reference, The Undersigned Offers And Agrees To Furnish The Goods/Services In Accordance With The Attached Signed Proposal Or As Mutually Agreed Upon By Subsequent Negotiations.

Name and Address of Firm:

Legal Name: Cvent, Inc.

Date: August 14, 2023

DBA: Cvent

Address: 1765 Greensboro Station Place, 7th Floor

By: Bayley Brill

Tysons Corner, Virginia 22102

Signature

FEI/FIN No. 54-1954458

Name: Bayley Brill

Fax No. 703-226-3501
Manager

Title: Senior Account

Email: bbrill@cvent.com

Telephone No. 571-378-6263

SWaM Certified: Yes: _____ No: NA (See Section VII. SWaM CERTIFICATION for complete details).

SWaM Certification Number: NA

We are not a Small Business, women-owned or considered certified as minority-owned business so SWaM certification would not apply to us.

This public body does not discriminate against faith-based organizations in accordance with the *Governing Rules, § 36* or against a Bidder/Offeror because of race, religion, color, sex, national origin, age, disability, or any other prohibited by state law relating to discrimination in employment.

**ATTACHMENT
A
SMALL BUSINESS SUBCONTRACTING PLAN
TO BE
COMPLETED BY
OFFEROR**

Cvent is not a Small Business and therefore, this attachment is not applicable to us.

Offerors must advise any portion of this contract that will be subcontracted. All potential offerors are required to include this document with their proposal in order to be considered responsive.

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Offeror Name: _____

Preparer Name: _____ **Date:** _____

Who will be doing the work: ☐ I plan to use subcontractors ☐ I plan to complete all work

Instructions

- A. If you are certified by the DSBSD as a micro/small business, complete Section A of this form.
- B. If the "I plan to use subcontractors" box is checked, complete Section B of this form. For the proposal to be considered and the offeror to be declared responsive, the offeror shall identify the portions of the contract that will be subcontracted to any subcontractor, to include DSBSD certified small business for the initial contract period in relation to the offeror's total price for the initial contract period in Section B.

Section A

If your firm is certified by the DSBSD provide your certification number and the date of certification.

Certification Number: _____ Certification Date: _____

Section B

If the "I plan to use subcontractors" box is checked, populate the requested information

below, per subcontractor to show your firm's plans for utilization of any subcontractor, to include DSBSD-certified small businesses, in the performance of this contract for the initial contract period in relation to the offeror's total price for the initial contract period. Certified small businesses include but are not limited to DSBSD-certified women-owned and minority-owned businesses and businesses with DSBSD service-disabled veteran-owned status that have also received the DSBSD small business certification. Include plans to utilize small businesses as part of joint ventures, partnerships, subcontractors, suppliers, etc. It is important to note that this proposed participation will be incorporated into the subsequent contract and will be a requirement of the contract. Failure to obtain the proposed participation dollar value or percentages may result in breach of the contract.

Plans for Utilization of Any subcontractor, to include DSBSD-Certified Small Businesses, for this Procurement Subcontract #1

Company Name: _____, SBSD Cert #: _____
 _____, Contact Name: _____, SBSD
 Certification: _____, Contact Phone: _____
 _____, Contact Email: _____, Value % or \$ (Initial
 Term): _____, Contact Address: _____
 Description of Work: _____

Subcontract #2

Company Name: _____, SBSD Cert #: _____
 _____, Contact Name: _____, SBSD
 Certification: _____, Contact Phone: _____
 _____, Contact Email: _____, Value % or \$ (Initial
 Term): _____, Contact Address: _____
 Description of Work: _____

Subcontract #3

Company Name: _____, SBSD Cert #: _____
 _____, Contact Name: _____, SBSD
 Certification: _____, Contact Phone: _____
 _____, Contact Email: _____, Value % or \$ (Initial
 Term): _____, Contact Address: _____
 Description of Work: _____

Subcontract #4

Company Name: _____, SBSD Cert #: _____
 _____, Contact Name: _____, SBSD
 Certification: _____, Contact Phone: _____
 _____, Contact Email: _____, Value % or \$ (Initial
 Term): _____, Contact Address: _____
 Description of Work: _____

Subcontract #5

Company Name: _____,SBSD Cert #:_____

_____ Contact Name: _____,SBSD

Certification:_____ Contact Phone: _____

_____ Contact Email:_____ Value % or \$ (Initial

Term): _____ Contact Address:_____

Description of Work:_____

Cvent Comments on Standard Contract and Data Security Addendum

This document contains Cvent's comments on Attachment B (Standard Contract) and Appendix A (Data Security Addendum) that form a part of George Mason University's Request for Proposal GMU-1874-23 issued on July 20, 2023.

Having reviewed these documents, Cvent finds them to be substantially similar to the Sample Contract and Data Security Addendum that formed the basis for a negotiated Sample Contract GMU-1404-17 and the Data Security Addendum thereto executed by Cvent and the University on October 29, 2018.

If awarded a contract pursuant to the current RFP, Cvent is amenable to executing a Standard Contract and Data Security Addendum that mimic GMU-1404-17, with the only difference (if any) being in the applicable product terms, which are set out here: <https://www.cvent.com/en/product-exhibits>.



At Cvent, we believe we stand out in the marketplace with our virtual offering in many ways. Some of these reasons revolve around our hybrid options, Engagement Scoring, and our constant innovation. Our Attendee Hub, alongside other Cvent products, can help our clients feel confident to plan and manage virtual, in-person and hybrid events. During or after the event, Cvent can also provide robust reporting and analytics within the Cvent platform, such as allowing our clients to create customized Engagement Scoring. Lastly, with every new update, Cvent continues to be innovative as we listen to the dominant trends in product demand that are unfolding in our industry. Please see below for more details.

Hybrid Events

As organizations continue to evolve their events programs, hybrid events are becoming a key part of many go-forward plans. They bring together two distinct audiences, one in person and one virtual, into a single event experience. As we face ongoing travel restrictions, tight travel budgets, and concerns for attendee health and safety, hybrid events will become a key part of event and marketing programs. Done well, they combine the undeniable power of in-person interaction with the exponential reach of virtual events to maximize impact.

A few of the key hybrid elements that our clients are considering now includes:

- Attendees are in multiple locations.
- Attendees might mix in both content and networking; but are not required.
- Content can be consumed at the same time but the experience should be optimized for each audience.
- Attendees also could have different motivations or drivers for participating in either experiences, which helps set the strategy and approach to the overall event design.

Cvent seeks to offer the building blocks that allow you to assemble the experience that is best for your event and KPIs.

A few of the main products that you can customize to your hybrid event is Cvent's Event Registration Solution, Attendee Hub, Onsite Solutions, Social Tables and Room Block Management functionality.

The Cvent platform is well positioned to cater to both audiences: virtual and in-person attendees.

1. Cvent Registration:

Organizations will reap the most value of a hybrid event by delivering an appropriate, personalized experience for any attendee from their first touchpoint with your event brand.

Your website and registration is where it all begins. It is where you clearly communicate the different event experiences you are offering and the value to the attendee in the context of one branded event. Your registration experience itself, needs to be configured to offer a set of unique, personalized experiences to your attendees.



Cvent's dynamic registration form allows each attendee to select their audience type and gives them a unique journey whether they want to come to your event in-person or join virtually from home.

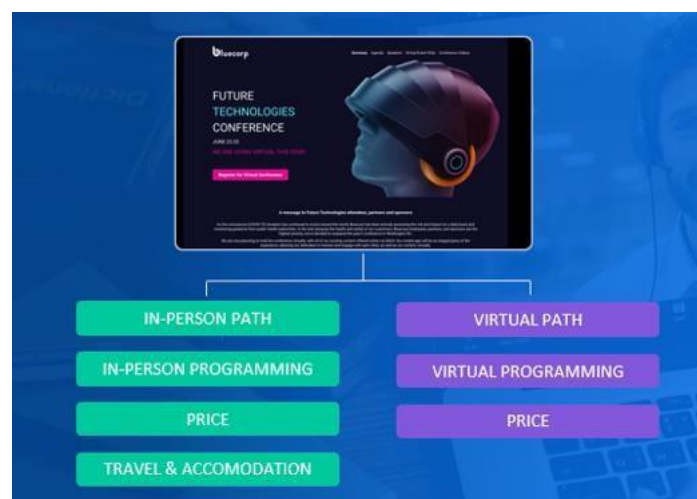
Coming soon is the ability to show your virtual vs in-person in a clear visual using the Cvent Registration Type widget as shown below:

Registration Type
Please reply to the question below and choose a registration type.

In-person	Virtual
Attendees \$146 - \$860 At vero eos et accusamus et iusto odio dignissos ducimus qui praesem voluptatum deleniti. <input type="button" value="Select"/>	Attendees \$24 - \$146 At vero eos et accusamus et iusto odio dignissos ducimus qui praesem voluptatum deleniti. <input type="button" value="Select"/>
Exhibitor \$1,325 - \$4,032 At vero eos et accusamus et iusto odio dignissos ducimus qui praesem voluptatum deleniti. <input type="button" value="Select"/>	Gold Member \$87 - \$523 At vero eos et accusamus et iusto odio dignissos ducimus qui praesem voluptatum deleniti. <input type="button" value="Select"/>
Gold Member \$116 - \$685 Capacity Full At vero eos et accusamus et iusto odio dignissos ducimus qui praesem voluptatum deleniti. <input type="button" value="Select"/>	Speaker \$142 - \$453 At vero eos et accusamus et iusto odio dignissos ducimus qui praesem voluptatum deleniti. <input type="button" value="Select"/>
Speaker \$248 - \$948 At vero eos et accusamus et iusto odio dignissos ducimus qui praesem voluptatum deleniti. <input type="button" value="Select"/>	Student \$0 - \$143 At vero eos et accusamus et iusto odio dignissos ducimus qui praesem voluptatum deleniti. <input type="button" value="Select"/>

Once an invitee selects their Registration Type from the options given, they will navigate through the rest of their event experience with different options compared to other audience types.

For instance, in-person invitees might be prompted with networking sessions only available at a venue, a particular price as well as travel and accommodation options. However, virtual attendees might have access to slightly different sessions in the program, a discounted price, and maybe different registration questions as well.



Cvent can even manage capacities for in-person vs virtual attendees differently. This means you can have in-person sessions have a limited capacity due to room size limitations or safety measures, but that same session might have unlimited capacity for virtual invitees.



Outside of the registration form and functionality, it is important to drive the right contacts to the right experience on event promotions. Planners need to manage that complexity, the flexibility, and power to give each of your segments the information they need to go from “interested” to “registered”.

This starts with an audience-centric approach to marketing, targeting, and delivering the *right* experience to the *right* audience. This can be accomplished using Cvent’s Invitation Lists and Event Email Communication features. Planners can segment contacts from the initial Invitations. However, if you are giving registrants the option to choose their audience type, Cvent can easily bucket each registrant into the right Invitation List so that they receive the right follow-up email communication that is specific to their attendance preferences.

Alongside email communication, there are many other touchpoints our clients have with their registrants before, during and after the event. With hybrid, this number of touchpoints and experiences dramatically increases as you combine an in-person event and a virtual event into one.

Cvent’s Registration functionality will help streamline this experience from the start for you as the event organizer.

2. Cvent Attendee Hub:

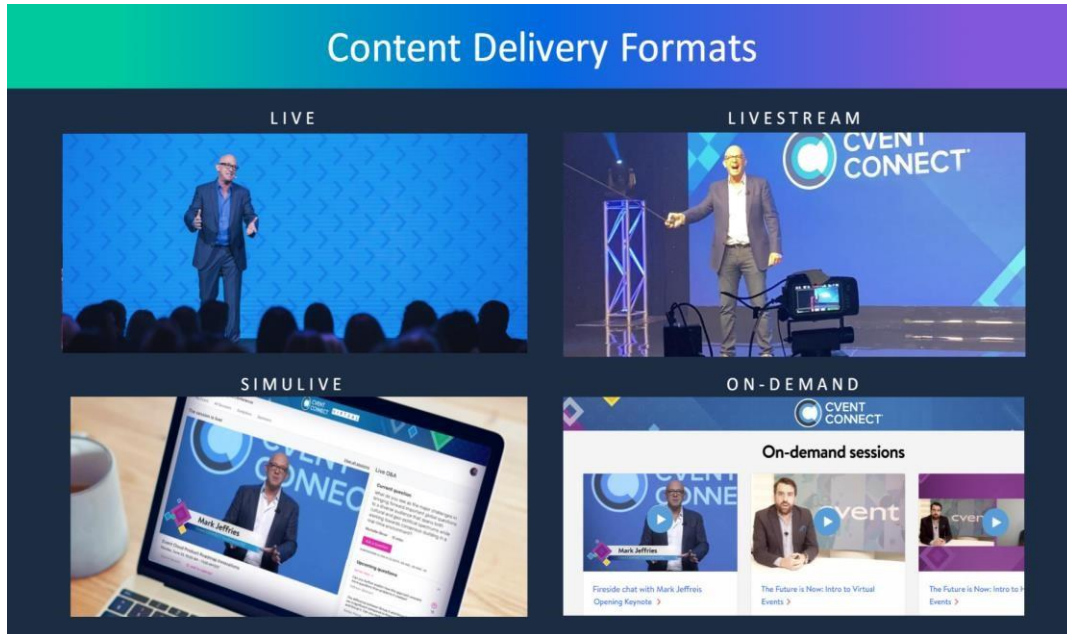
Cvent's Attendee Hub is the shared online platform that connects any audience member to their chosen event experience and corresponding programming, based on their registration/ticket type— no matter if they are an in-person or virtual attendee.

The Attendee Hub is where your attendees will connect and discover content in a relevant and personalized way. They can build and customize their content viewing schedules and consume content, whether at home, in their hotel room, or locate the session live and in-person.

The Attendee Hub also remains a resource of critical event information and content, including a record of each attendees’ experience and an on-demand content library, even after your event ends.

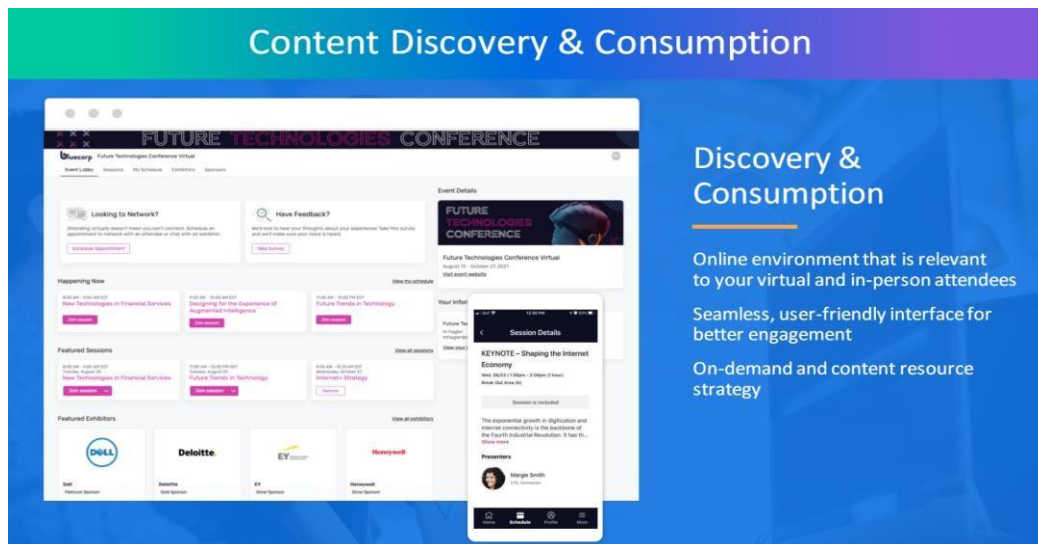
Unlike an in-person event where all content is consumed live at your event venue, understanding how and when your audiences will engage with content in a hybrid event will help set your production and delivery format strategy for each audience.

Your approach to production will determine how your audiences consume it, which could be one of four ways: live at the in-person event, livestreamed to the virtual audience, Simu live (where sessions are time bound, however, pre-recorded), or on-demand where the session time no longer matters, and content is available at any time.



It is important to make sure that your virtual attendees, in particular, feel a part of your event and not just observers looking in. Cvent's technology bridges the gap between in-person attendees and virtual attendees to deliver this dynamic and connected experience, enhancing the value for all attendee types.

By using our Cvent Attendee Hub and native Event App, the attendees will see a fully branded experience at every in-person and digital touchpoint of your event.



Using both the web version of the Attendee Hub and the Event App, attendees will be able to engage with the same features whether they are in-person at the event or joining virtually. This means if you are looking to incorporate aspects such as live Q&A for instance in a session, an attendee in the audience in-person can post a question to a moderator of that session and a virtual attendee watching the same content from home could upvote that question within seconds. This connected experience is



important for not only the attendee experience, but also important for event planners as all of this data is in one solution when looking at engagement and analytics.



Within Cvent's reporting behind the scenes of this process, planners will also find details on who logged into the Attendee Hub, and who attended sessions virtually. The Attendee Hub will also track the duration of how long an attendee has watched a session within our embedded player. Planning teams can select when to award session participation to a registrant be it when they join the session or after they've dialed into the session for x period of time.

3. Cvent Onsite Solutions:

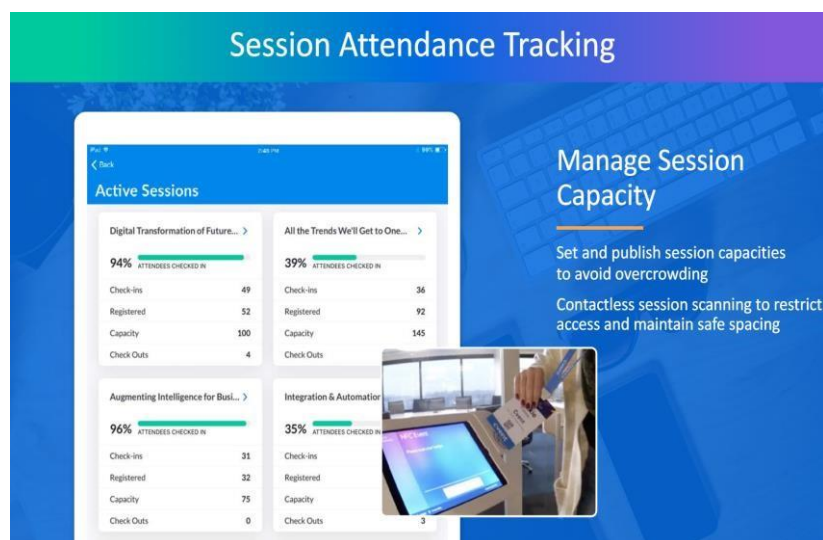
When looking at the on-the-day experience for your in-person attendees, Cvent also has solutions to mark attendance onsite. With Cvent's OnArrival app, you can eliminate long lines at the door by checking attendees in as quickly as possible. All data securely syncs automatically across the Cvent Event Management platform so this data is tracked alongside your virtual attendance.

Our clients can now also leverage contactless check-in options:

- Provide contactless event check-in, badge printing and contact sharing
- Run detailed reports for attendee contact tracing
- Adhere to space constraints by scanning/tracking attendees at each session



OnArrival not only allows you to check attendees into the overall event, but you can also mark attendance for sessions. This is important to see who not only registered and showed interest for certain content and speakers, but who actually showed up on the day. It also can be needed if assigning credits/certification, access control if there are paid sessions or room capacities, etc.



Event planners and key stakeholders in-person or at home can view real-time statics in OnArrival regarding attendance for the event and sessions for both in-person and virtual attendees. They can also view feedback results for these sessions from both audiences in real time as well. Having this visibility at your fingertips is a gamechanger!



4. Cvent Event Diagramming:



Another solution that is needed when incorporating an in-person element into your event, is the option to configure a safe in-person experience to meet all social distancing, capacity, and safety requirements.

Cvent's Event Diagramming solution allows planners to create and edit diagrams of your venue's events space, design unforgettable 3D virtual site tours, collaborate with planners on alternative- and safe- layouts for their events, and easily manage business and inventory with an easy-to-learn group CRM. Cvent's Interactive Floor Plans are also shown on our Cvent Supplier Network to help planners be more informed about the venue space prior to requesting proposals.

A few key things to keep in mind when looking to diagram your venue's event space:

- Design your space to comply with social distancing best practices and safety guidelines
- Collaborate with internal and external stakeholders in one place while limiting in-person site visits with photo-realistic 3D site tours
- Use registration data to automate seating and meal preferences
- Host safer meetings with a range of new health and sanitation objects

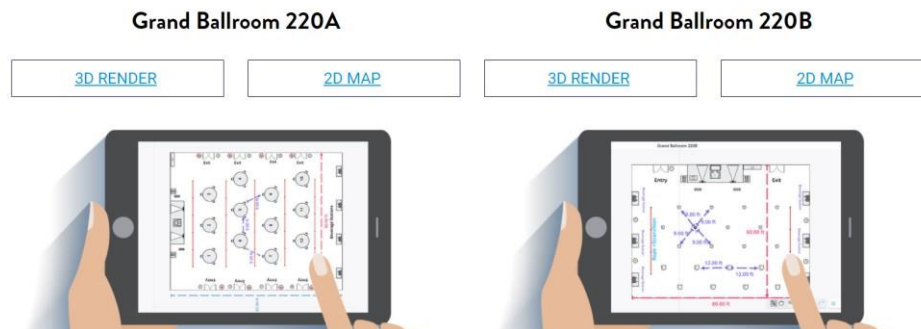
These diagrams can be shared with others on your team and can also be shown to your attendees on the Cvent Website to give attendees and speakers a better idea of the venue and room layouts.



Audience Capacity and Room Layout

The in-person experience will be limited to a smaller audience this year. General sessions will be capped at 250 attendees, with breakouts being much smaller with 20-75 attendees depending on the room size. We do expect the in-person summit to sell out.

Below are the layouts of Grand Ballroom 220A and Grand Ballroom 220B. You may click on the buttons for a more interactive view of the room. With larger tables, we are able to seat 3 attendees per table and ensure a 6 ft. distance between each chair.



Given this visibility, attendees will be able to make a more informed decision on whether or not they will want to come in-person to your hybrid event.

5. Cvent Room Block Management:

Within Cvent's Event Registration solution, Cvent can also help collect hotel and room requests through the Cvent Registration Hotel Request.

Cvent's Housing and Travel solution offers the ability to collect and share important housing, air, and car request information from registrants. Within the registration form, you can allow in-person invitees to see options for travel such as room block management and virtual attendees would be able to not have visibility to these questions.

In-person registrants will benefit from a more complete registration experience in which they can make all of their plans for the event through one registration website. Planners will benefit by having centralized attendee data by collecting registration details, hotel reservations, and travel itineraries in one system for easy and powerful reporting and analytics.

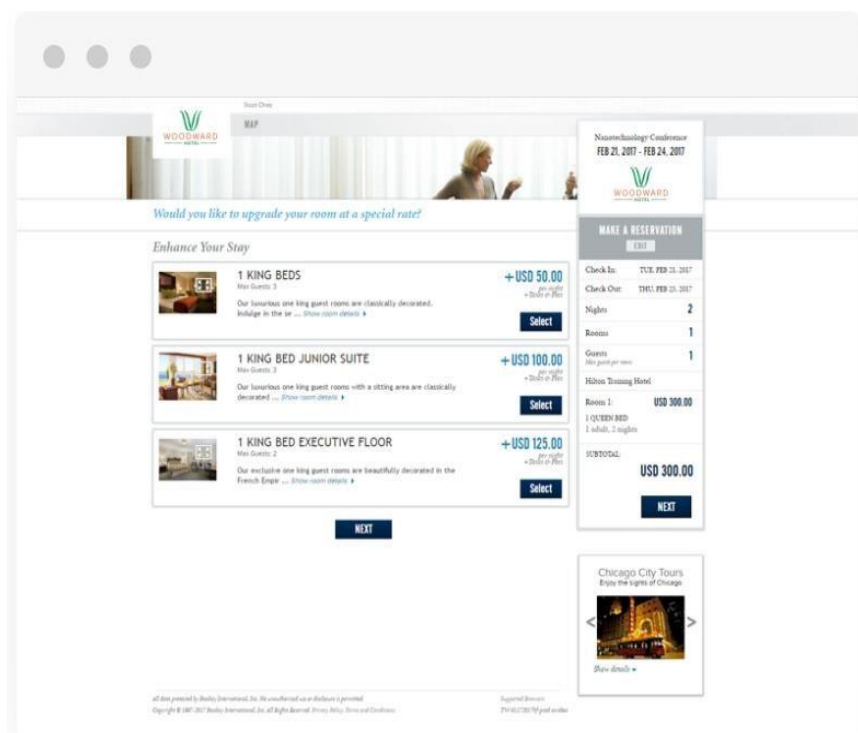


Automate and manage your room block including multiple hotels by room type, room night, and room rate with a real-time inventory. If attendees do not wish to make a hotel request, ask alternate questions to collect information on why they do not need a hotel room, such as if they're local or staying with friends or family.

Cvent also offers a Passkey solution if you want to incorporate a real-time room block management option that syncs directly from the Cvent Registration experience.

A few additional benefits of Passkey are that this solution:

- Automatically promotes and sell room upgrades, extended stays, amenities, and packages.
- Syncs real-time updates to CRS, PMS, revenue management, distribution, and sales and catering systems - eliminating errors and saving time.
- Allows event planners to get tools that help them easily upload block lists, reduce attrition risk, and ensure that guests book inside of the event's room block.



Overall, having one source of truth for all virtual, hybrid, and in-person events to aggregate data for a unified, up-to-date view of your program is more important than ever.

From the beginning stages of the event lifecycle, Cvent understands how important it is to identify attendee's preferences for a hybrid event, whether they want to come in-person or stay home and join virtually.

Keeping the preferences separate is important to our planners to make sure there is a personalised experience and so they can deliver options to their attendees. However, having the technology that can also connect audiences on the day is just as important.



Data Insights in a Single Platform

Capture, score & evaluate relative event actions for **faster prioritization**



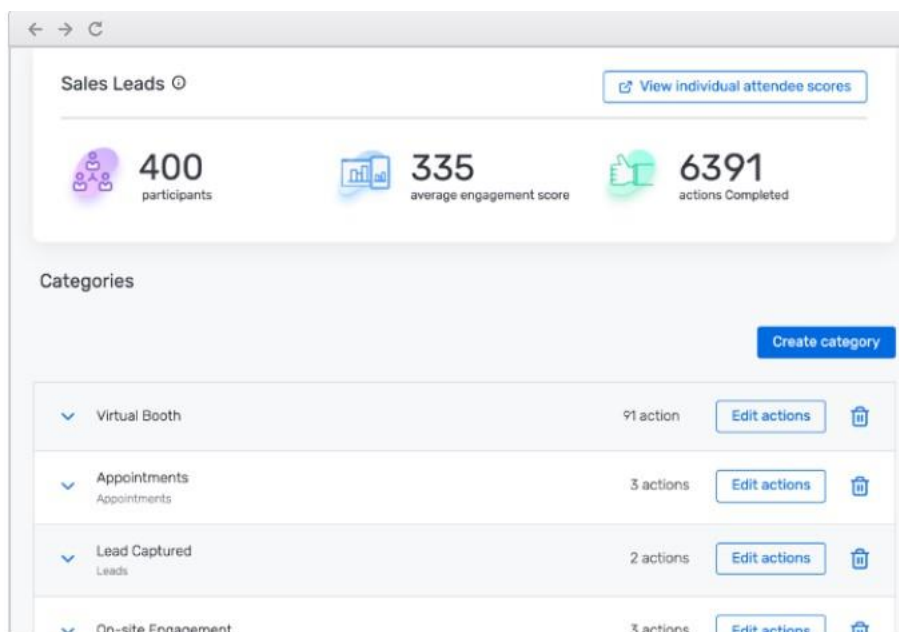
Cvent has many solutions outlined above that can manage, engage and deliver insights throughout the event lifecycle. Most of these solutions are consistent and needed whether you are joining the event in-person or virtually. It is important to have a solution that can tailor these experiences, combine them, and be flexible if and when changes occur.

The Cvent Advantage for Hybrid Events



Engagement Scoring

Engagement scores allow planners to add point values for different actions an attendee takes within an event, whether in-person or virtually. This can include registering and attending sessions, scheduling appointments, downloading content, visiting exhibitor booths, etc. These scores can be an aggregate of all actions taken within an event, or multiple categories can be created to see scores for specific sets of actions, or for only specific sessions and/or exhibitors.



From a marketing perspective, this might be similar to a lead score, used to judge someone's likeliness to purchase a product, service, become a member, etc. based on actions they take with your marketing campaigns. As it relates to events, think of the Cvent engagement score as similar to a lead score. We like to say that an event, an attendee votes with their feet; meaning, they tell you their preferences and likes based on what they attend and engage with, such as sessions, specific exhibitors and vendors, types of attendees they network with, and all the other data points we can collect at an event. The higher someone's engagement score, the more likely they are to be a buyer, become a member, be an advocate or champion for your organization, etc.

These scores will also help you identify opportunities to nurture relationships with those less engaged.

We have also made the engagement scores available in our API. This will help automate delivery of more personalized marketing content based on these engagement scores, as well as store this data more long-term in MAT and CRM tools.

Attendee Hub Innovation

FORWARD-LOOKING STATEMENTS

This presentation contains forward-looking statements. All statements other than statements of historical fact contained in this presentation, including statements regarding macroeconomic trends that we expect to influence our industry, plans for capital expenditures, expectations regarding the introduction of new products, changes to the competitive marketing or regulatory landscape affecting our industry, and plans for growth or future operations are forward-looking statements. These forward-looking statements are only predictions and are subject to a number of risks, uncertainties and assumptions. It is not possible for the company to predict all risks, nor can it assess the impact of all factors on its business or the extent to which any factor, or combination of factors, may cause actual results to differ materially from those contained in any forward-looking statements. Accordingly, you should not rely upon forward-looking statements as predictions of future events.



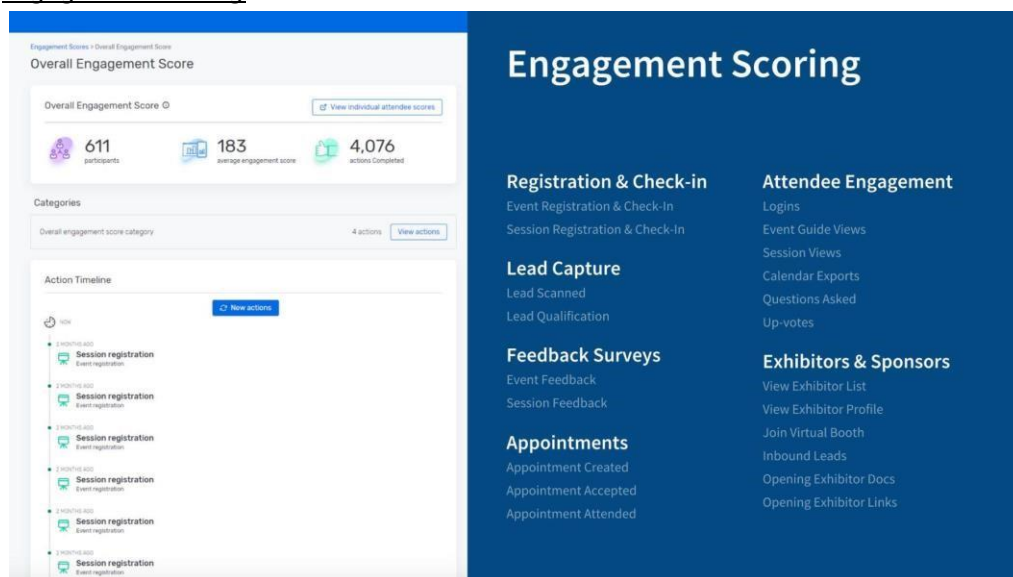
Cvent offers solutions for events of every kind. This includes conferences, small and large meetings, networking events, conventions, and trade shows to name a few.

When partnering with Cvent, our clients rely on us to help them deliver a smarter event experience that increases engagement.

Cvent has offered virtual integrations for years and had a number of clients using this functionality. In the last year, however, our clients required more to have successful virtual events of all sizes. This lead Cvent to become even more innovative in the virtual space.

Speaking to just the Attendee Hub alone, there are many features within this product that already outshine other solutions in the market such as:

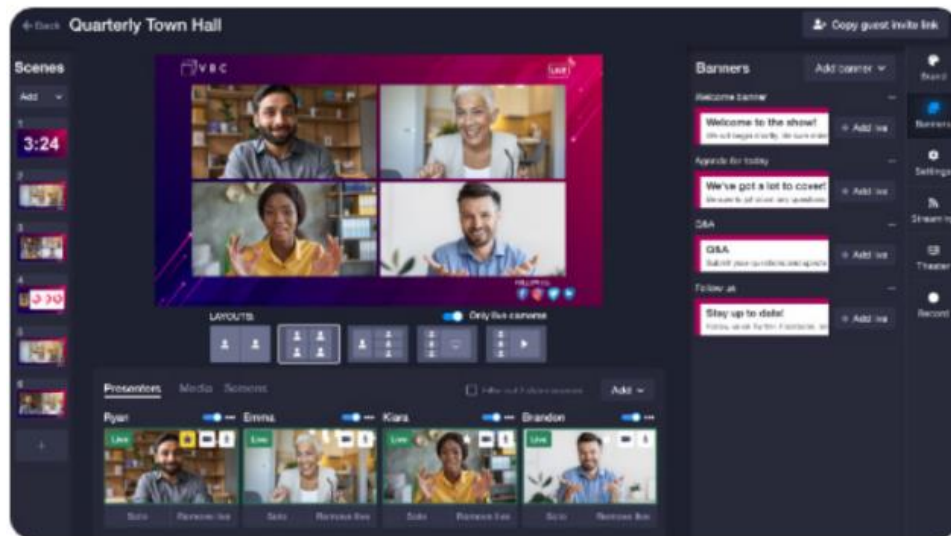
- **Engagement scoring**



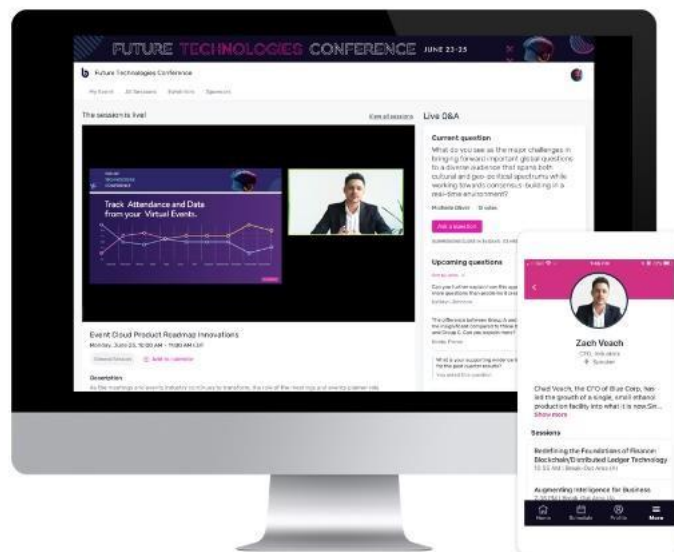
- **Best in class video player and video capture tools:** The Cvent Video Player is a high-performance video player that delivers high-quality immersive video across desktop and mobile platforms. It allows you to run live, Simu live, and on-demand sessions while delivering broadcast quality video to your attendees. It scales to support tens of thousands of live viewers so you can have peace of mind that your attendees will be engaged with your content throughout your event. The video player can automatically detect a viewer's system and optimize video playback based on their bandwidth and speed while picture in picture allows your attendee to stay engaged while multi-tasking in other applications. With support for closed captioning and other accessibility options, everyone can connect with your videos and content.
- **Different options for live, recorded, Simu live:** planners can choose per session how their content will display.
- **Cvent Studio:** Cvent Studio is our web-based video production tool for creating engaging, broadcast quality video content, whether it's live or pre-recorded. Create engaging video presentations, that captivate your online audience with broadcast quality content. All the



control of a broadcast studio, in an easy to use, online tool, making it simple to create professional online video presentations.



- Support: amazing support and different support models to support on the day speaker support, advanced production, etc.
- An app and web experience: great for hybrid and virtual options.



- Branding: planner branding across all products for one continuous event experience.
- A one-stop-shop for all event needs: you do not need to license a video player, video capture tool, outside support, other solutions, etc. All of this can be provided through Cvent.
- Security: The Cvent Attendee Hub has a secure two factor authentication system locked to registrants.



Future Technologies Conference Virtual

Log in

First name

Last name

Email address

Next

Still haven't registered?

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Almost done!

Check your phone and email for the verification code.

Verification code

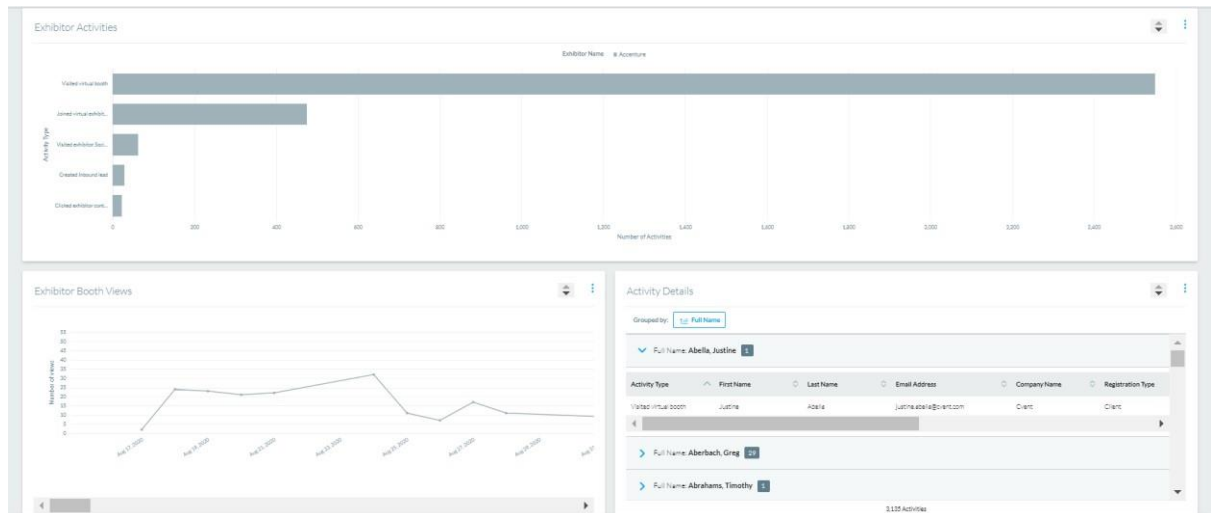
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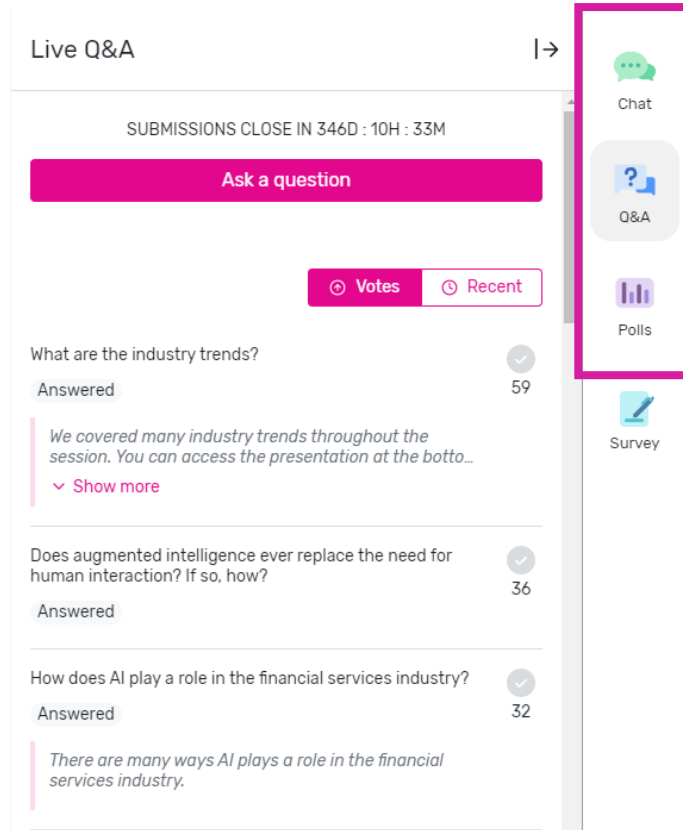
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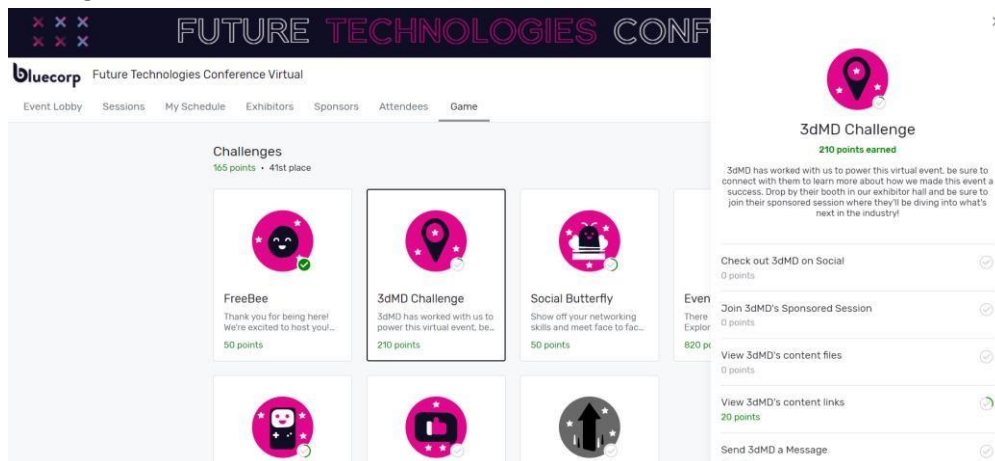
- **Robust reporting:** Cvent offers over 100 templated reports throughout all of our products that can be further customised.
- **Exhibitor engagement reports:** Cvent offers great insights to prove ROI back to your exhibitors and sponsors.



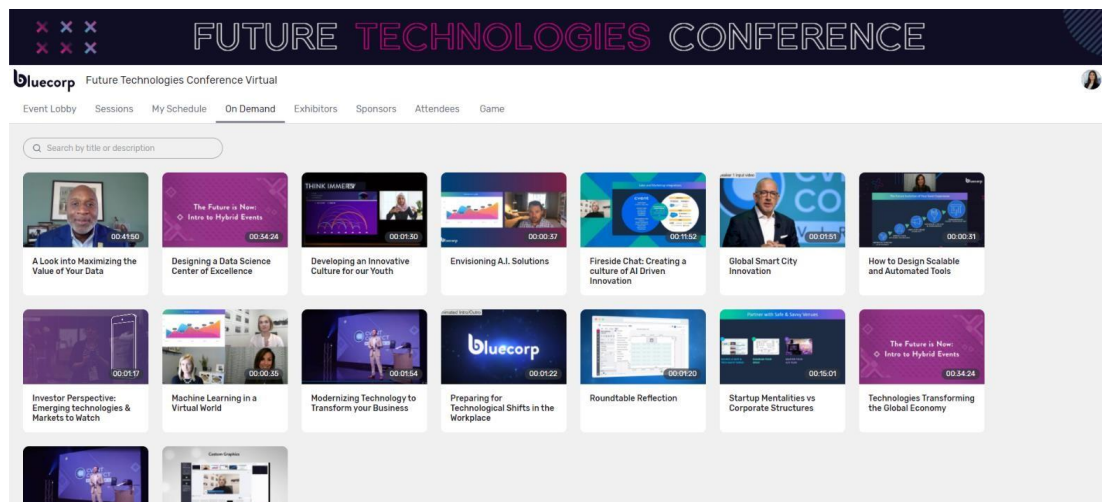
- **Networking:** collaborative sessions, 1:1 appointments, etc. in person or virtually-or both! Cvent also has an instant networking option for virtual attendees.
- **Engagement:** planners are able to choose which sessions should have features such as session chat, live Q&A, or polling available to attendees.



- **Gamification**: planners can configure games with different achievements for each event, which will increase attendee engagement. Showcasing a leaderboard can also add options for incentivizing attendees.



- **Session Recommendations**: recommend sessions for attendees based on machine learning algorithms. This improves content discoverability, particularly for large events.
- **Video On-Demand Catalog**- attendees are able to explore on demand video content outside of the schedule in a visual library of recordings. This will help attendees navigate to content they missed to allow for an ongoing event experience post event



- **Video Discussions:** participants are able to explore discussions happening outside of sessions to meet, learn and share. They are able to pick a topic and collaborate spontaneously with other like-minded attendees.
- **Matchmaking for appointments:** planners can enable matchmaking for their event to help facilitate increased attendee engagement based on likeness. Attendees can view their recommended matches to message or schedule appointments with them
- **Integrate engagement scoring metrics into Marketing Automation workflow:** we now allow planners to share engagement score metrics with MAT and CRM tools via Cvent Integration Hub, which can then be used to assign automation tasks
- **Custom Session Engagement Item:** *In addition to the engagement items that planners can enable within a session in the engagement panel, they will be able to add custom JavaScript to bring in third party tools. This will provide more flexibility within a session for customized engagement elements.*
- **Community Hub:** The Community Hub helps attendees discover networking opportunities. It brings interactive experiences together in one place to aid in discoverability and connections.

Since Cvent launched our Attendee Hub, many of our clients have used this solution for their virtual events, including us at Cvent. We used this solution for our Cvent Connect Conferences in both the US and Europe in 2020 and saw a drastic increase in registrant numbers and engagement.

We are not stopping there, however, and we are hard at work to strive to continue to implement additional functionality into this product as well as others in 2023.

As our Cvent teams enhance Cvent's current functionality within the Attendee Hub, they are focused on five overall themes: Content, Community, Sponsorship, Insights & Incentives as well as ensuring continuity alongside the overall Platform.



Cvent Attendee Hub

Content

The core of a successful event is content that is discoverable, valuable, and accessible. Attendees explore agendas, build a schedule, and re-engage after the event.

Community

Great events create a sense of community for attendees – connecting them with each other in new ways, from in-session chat to ad-hoc video calls and scheduled appointments.

Sponsorship

Sponsorship drives revenue for event planners and enriches the event experience for attendees through custom profiles, virtual booths, and reporting.

Insights & Incentives

Real-time reports and analytics help drive ROI modeling and audience segmentation for event planners and marketers, while incentivizing attendee activity through gamification.

Platform

The Cvent Event Management Platform powers the Attendee Hub, along with robust Registration and Event Websites, delivering an integrated, branded experience across the event lifecycle.

For Internal Use Only - Cvent Proprietary & Confidential

A few of the enhancements we are excited about releasing early this year specifically in the Attendee Hub include:

Tentatively Coming Soon:

- Attendee Interests: A system for collecting attendee interests then linking them to other content areas within the event to provide recommendations to your attendees.
- Group Chat: The ability to start and manage a private conversation with up to 20 attendees in the Event App.

Cvent takes feedback from over 194,000 total active users of our solutions and listens to the needs of the market to keep our offerings updated and innovative. Whether you are interested in Cvent's Attendee Hub or another product within the Cvent platform, you can be assured that we are always forward looking and working to implement updates that are impactful to our clients.