



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

STANDARD CONTRACT

GMU-1404-17

This Contract (hereinafter called “**Contract**” or “**Agreement**”) entered on October 24, 2018 by Cvent, Inc., hereinafter called “**Contractor**” or “**Cvent**” located at 1765 Greensboro Station Place and George Mason University hereinafter called “**Mason**”, “**University**” or “**Customer**”.

- I. WITNESSETH** that the Contractor and Mason, in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:
- II. SCOPE OF CONTRACT:** The Contractor or any of Contractor’s wholly-owned subsidiaries, as designated on the applicable Order Form shall provide Mason the 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**”) on an “as needed” basis as outlined in Request for Proposal (RFP) GMU-1404-17, Vendor’s Proposal Dated April 06th, 2017, Negotiation Email Dated October 23rd, 2017 and Best and Final Offer (BAFO) dated November 16th, 2017.
- III. PERIOD OF CONTRACT:** Date of contract execution for one (1) base year with four (4) optional one (1) year renewals.
- IV. PRICE SCHEDULE:** Hereafter referred to as Attachment A – Cvent, Inc. Best and Final Offer Pricing Sheet dated November 09th, 2017.
- V. CONTRACT ADMINISTRATION:** Rachel Quinn, Interim Director of University Events, shall serve as Contract Administrator for this Contract and shall use all powers under the Contract to enforce its faithful performance. The Contract Administrators 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:** All undisputed fees are due net 30 days from the date of the invoice (the “**Payment Date**”). If Customer does not pay the undisputed fees or other charges on or before the Payment Date, Cvent will be entitled to levy, and if levied Customer will pay, a finance charge of two percent (2%) per month or the maximum rate allowed by law if less. 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.
- VII. ORDERING PROCEDURES:**

Department’s interested in contracting with Contractor shall reach out to the designated Contractor point of contact and request an order form or a statement of work (SOW or Order Form) with associated pricing or quote issued under the terms and conditions of this contract.

Contractor must agree to submit product/system to Mason’s Architectural Standard Review Board (ASRB) and submit any requested information to assist in the review process. ASRB approval is required before funding will be released to procure the system/product. The Contractor should be prepared to submit any of the following items but not limited to; Data Dictionary identifying the data elements available for use in the product, data integration documentation, architecture diagram, security documentation, VPAT, and a useable software demo or “sandbox” for accessibility testing, and any single on 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 and is expected to comply with those requests in a timely fashion.

Contractor may not begin work or release product/system to the Department until ASRB approval is finalized and a Purchase Order has been issued for the contractor to bill against.

VIII. THE CONTRACT DOCUMENTS SHALL CONSIST OF (In order of precedence):

- A. This signed form;
- B. The Order Form;
- C. Data Security Addendum dated October 24, 2018
- D. RFP No. GMU-1404-17 dated February 09, 2017, in its entirety (incorporated herein by reference);
- E. Contractor’s proposal dated April 06th, 2017 (incorporated herein by reference);
- F. Contractor’s Negotiations Dated October 23rd, 2017 (incorporated herein by reference)
- G. Contractor’s Best and Final Offer Dated November 09th, 2017 (incorporated herein by reference)

- IX. GOVERNING RULES:** This Contract is governed by the provisions of the Restructured Higher Education Financial and Administrative Operations Act, Chapter 4.10 (§ [23-38.88](#) et seq.) of Title 23 of the Code of Virginia, and in particular § [23-38.90](#) of the Restructuring Act, referred to as the “*Governing Rules*” and the *Purchasing Manual for Institutions of Higher Education and their Vendors*. Documents may be viewed at: <https://vascupp.org>

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 without regard to any conflict of law principles. The parties agree that the provisions of the United Nations Convention on Contracts for the International Sale of Goods do not apply to this Agreement. All disputes arising under this Contract shall be brought before an appropriate court in the Commonwealth of Virginia.
- B. ADDITIONAL USERS: 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 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 Contractor will notify the University in writing of any such entities accessing this contract. The Contractor will 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(s) does not preclude any participating entity from using other contracts or competitive processes as needed.

- C. 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 vendor.

- D. NOT USED

- E. 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 affiliate.

- F. NOT USED

- G. AVAILABILITY OF FUNDS: It is understood and agreed between the parties herein that the agency shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.

- H. AUTHORIZED SIGNATURES: The signatory for each Party certifies that he or she is an authorized agent to sign on behalf such Party.

- I. NOT USED

- J. 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 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.

- 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 WITH LAW:** All goods and services provided to Mason shall be done so in accordance with any and all local, state and federal laws, regulations and/or requirements. This includes any applicable provisions of FERPA or the "Government Data Collection and Dissemination Practices Act" of the Commonwealth of Virginia.

- N. CONFIDENTIALITY OF PERSONALLY IDENTIFIABLE INFORMATION:** The Contractor shall ensure that personally identifiable information which may include but is not limited to personal identifiers such as name, address, phone, date of birth, Social Security number, student or personal identification number, non-directory information and any other information protected by state or federal privacy laws will be collected and held confidential, 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. The Contractor shall utilize, access, or store personally identifiable information as part of the performance of this contract in a secure environment and notify Mason within 48 hours of any confirmed breach in the security of such information. Contractor will work with Mason in allowing both parties to participate in the investigation of incidents and mutually agree over decisions regarding external reporting. If Contractor provides goods and services that require the exchange of personal identifiable information the Data Security Addendum annexed hereto as Annexure A shall apply

- 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. 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.

- Q. DRUG-FREE WORKPLACE:** During the performance of any resulting contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

- R. 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.

- S. 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:

- (i) notify Mason (by sending an email to export@gmu.edu), and

- (ii) 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.
- T. 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.
- U. 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.
- V.** 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.
- W. 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.
- X. INFORMATION SECURITY:** In cases where the contractor will store, process or transmit credit card data for the University, contractor represents and warrants that for the life of the contract and while contractor 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. Contractor acknowledges and agrees that it is responsible for the security of all University customer cardholder data in its possession. Contractor 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 contractor, including but not limited to fraudulent or unapproved use of such credit card or identity information. Contractor 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. Contractor agrees that, notwithstanding anything to the contrary in the Agreement or the Addendum, the University may terminate the Agreement immediately without penalty upon notice to the contractor in the event contractor fails to maintain compliance with the PCI DSS or fails to maintain the confidentiality or integrity of any cardholder data.
- Y. INFORMATION TECHNOLOGY ACCESS ACT:** Computer and network security is of paramount concern at George Mason University. The University wants to ensure that computer/network hardware and software does not compromise the security of IT environment. You agree 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 George Mason University.
- All e-learning and information technology developed, purchased, upgraded or renewed by or for the use of George Mason University 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.
- Z. 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.
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, Workers' Compensation, and Commercial Automobile Liability Insurance.
- AA. 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 Contractor agrees to indemnify, defend and hold harmless George Mason University the Commonwealth of Virginia, its officers, agents, and employees against any and all damages finally awarded against Customer by a court of competent jurisdiction, or agreed to in a written settlement agreement signed by Cvent, arising out of any claims or lawsuit by a third party (a "Claim") against Customer to the extent such Claim alleges: that use of Services by Customer in accordance with the terms of this Agreement, infringes any U.S. patent, copyright or federally registered trademark, or misappropriates a trade secret of a third party, provided that such liability is not attributable to (1) the sole negligence of the using agency or to failure of the using agency to use the Services other than in accordance with this Agreement; (2) modification of the Service by any party not under the supervision or control of Cvent; (3) the combination of the Software with any materials contributed by Customer or any third parties if the Software would not infringe without such combination; (4) any third party products, services, hardware, software or other materials; or (5) any obligation of Customer to defend or indemnify Cvent hereunder. If Customer's use of the Software under the terms of this Agreement is enjoined or Cvent determines that such use may be enjoined, then Cvent may, at its sole option and expense, either: (1) procure for Customer a license to continue using the Software in accordance with the terms of this Agreement; (2) replace or modify the allegedly infringing Software to avoid the infringement; or (3) terminate the subscription right and access to the corresponding Software and refund any prepaid unused fees as of the date of termination.
- BB. 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).
- CC. 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.
- DD. NOT USED**
- EE. RENEWAL:** This contract may be renewed by the Commonwealth for successive one-year periods upon mutually agreed terms and conditions. Price increases may be negotiated only at the time of renewal. Written notice of the Commonwealth's intention to renew shall be given approximately 90 days prior to the expiration date of each contract period.
- FF. NOT USED**
- GG. SOC/SSAE18:** To facilitate compliance with SSAE18, vendor must provide George Mason University with its most recent SOC 2- Type II report and that of all subservice provider(s) relevant to this contract. It is further agreed that the SOC report, which will be free of cost to George Mason University, will be provided annually, upon request. The SOC report should be directed to the recipient who requests the report in writing. Vendor also commits to providing George Mason 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 George Mason University in relation to the SOC report.
- HH. 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.
- II. SUBCONTRACTS:** No portion of the work shall be subcontracted without prior written consent of the purchasing agency except to Contractor's affiliates. In the event that the contractor desires to subcontract some part of the work specified herein, the contractor shall furnish the purchasing agency 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 the contract.
- JJ. SOVEREIGN IMMUNITY:** Nothing in this Contract shall be deemed a waiver of the sovereign immunity of the Commonwealth of Virginia and of Mason.
- KK. NOT USED**
- LL. WAIVER:** The failure of a party to enforce any provision in this Contract shall not be deemed to be a waiver of such right.
- MM. TOUCHNET READY PARTNER INTEGRATION:** Any Statement of Work (SOW) or solution offered the terms and conditions of this contract must incorporate the use of the TouchNet Ready Partner Integration for Payment Collection.

XI. ADDITIONAL TERMS AND CONDITIONS:

- A. **SERVICE SPECIFIC 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. **SUBSCRIPTION RIGHT; PROPRIETARY RIGHTS:**
 1. **Subscription Right:** Subject to the terms and conditions of this Agreement, during the Term of the applicable Order Form, Cvent will provide Customer with a non-exclusive, non-transferable and revocable subscription right, without the right to grant sublicenses, to access and use the Service as upgraded from time to time. Customer may use the Service only for purposes of performing its internal business operations. Customer may not use the Service as part of a commercial time-sharing or service-bureau operation or in any other resale capacity. Except for the foregoing subscription right, no other rights in the Service are granted hereunder, and the Service is and

will remain the sole and exclusive property of Cvent and its licensors, if any, whether the Service is separate or integrated with any other products, services or deliverables. Customer acknowledges that Cvent has servers located in the United States only and that the Services are not intended to be used by Customer or third parties in any country which requires an individual's personal data to remain on servers located in that country. Without limiting the generality of the foregoing, the Services provided hereunder are not intended for use by citizens of the Russian Federation who reside in Russia. Customer represents and warrants that it will use the Service in compliance with all such applicable data privacy localization requirements.

2. **Proprietary Rights:** Cvent (and/or its licensors) retain all copyright, trademark, trade secret, patent and other proprietary and intellectual property rights to the Service (including without limitation to any Software and modifications thereto) and to any related documentation and marketing materials, regardless of whether such intellectual property notices (i) appear in the Software or in related documentation or materials, or (ii) have been filed with applicable governmental agencies. The Software and all equipment, infrastructure, websites and other materials provided by Cvent in the performance of Services will at all times remain the exclusive, sole and absolute property of Cvent or its licensors. Nothing in this Agreement will directly or indirectly be construed to assign or grant Customer any right of ownership, title or interest in the Software or any component of the Service, or any intellectual property rights relating thereto. Customer is prohibited from providing any of Cvent competitors with access to the Service without the prior written consent of Cvent in each instance, and such consent may be withheld in Cvent's sole discretion.
3. Customer agrees not to disclose to anyone any proprietary or confidential information of Cvent or Cvent's licensors which Customer may receive or have access to through the Service (the "**Cvent Content**"), or to use any Cvent Content to compete against Cvent or reverse engineer any Cvent product or service.
4. Customer agrees that it will not resell or, for any competing commercial purpose copy, record, publish, compile, reproduce, republish, or use any Cvent Content. Customer may not obscure, alter or remove any copyright, patent, trademark, service mark or proprietary rights notices on any Service or other materials. Customer shall not take any action that jeopardizes Cvent's intellectual property rights in the Services, nor assume or acquire any right in the Software except the limited-use rights specified in this Agreement. All rights not expressly licensed to Customer by Cvent are reserved exclusively to Cvent. Customer understands and agrees that any third party data, content, materials or software ("**Third Party Content**") which may be published on the Cvent website or otherwise made available through the Services may be subject to third party licenses, that such licenses may be altered or revoked at any time by the applicable third party licensor, and that, provided there is no material reduction of functionality in the Cvent System, removal or alteration of Third Party Content shall not constitute a material breach of this Agreement or any Order Form.
5. **Changes and Environment:** Access is limited to the version of the Software in Cvent's production environment. Cvent may from time to time at its sole discretion update the Software and reserves the right to add and/or substitute functionally equivalent features in the event of product unavailability, end-of-life, or changes to software requirements. Cvent will provide Customer online access to and use of the Software via the Internet by use of a Customer-provided browser. The Software 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 own expense, all equipment needed to access the Software, including but not limited to Internet access and adequate bandwidth.

C. **WARRANTIES:**

1. 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.
2. 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.
3. 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.
4. 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.

D. **CUSTOMER DATA, AND AGGREGATE DATA:**

1. Customer 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**").

2. 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.
 3. 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.
 4. 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.
 5. 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 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.
 6. 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.
- E. **USER IDS:** Cvent will assign Customer one or more user IDs and passwords that will enable Customer to access the Service. Customer shall take reasonable precautions to protect against theft, loss or fraudulent use of such IDs and passwords. Customer agrees that it will use the Service only for lawful purposes and in accordance with this Agreement. Each user ID is unique to the assigned individual and may not be shared with others, including other personnel of Customer. Customer shall not reverse engineer, disassemble or decompile the Service or cause or permit the reverse engineering, disassembly or de-compilation of the Service.
- F. **PROHIBITED USES; EMAIL MARKETING LAW; SUSPENSION OF SERVICE:**
1. Customer agrees that its use of the Service shall at all times be in compliance with applicable local, state, and federal laws and regulations and Cvent policies. Customer will not use the Service:
 - i. to impersonate any person or entity or engage in any fraudulent business practice, including generating invalid impressions, clicks, or other actions;
 - ii. to display or transmit any libelous, defamatory, obscene, pornographic, abusive, harassing, threatening, unlawful, harmful, hateful, racially, ethnically or objectionable material of any kind;
 - iii. to store or transmit code, files, scripts, agents or programs intended to do harm, including, for example, viruses, worms, time bombs and Trojan horses;
 - iv. in any manner which exceeds the scope of its rights under Section XI (B) of this Agreement;
 - v. to interfere with or disrupt the integrity or performance of any component of the Service, Cvent Content or Third-Party Content;
 - vi. to otherwise violate any applicable law; or
 - vii. for illegal activities or junk mail, chain letters, pyramid schemes, "spam" or distribution to any person who has not given specific permission to be included in such a process (all the foregoing "**Prohibited Uses**").
 2. 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. In furtherance of, and without limiting the generality of the foregoing:
 - i. Customer's use of the Service to send commercial email messages, including invitations, reminders and confirmations (provided no clear exception applies under CAN-SPAM or other applicable law), must contain an "unsubscribe" or "opt-out" link that allows subscribers to remove themselves from Customer's email messages. Customer acknowledges that Cvent provides such a link by default in Cvent-generated emails, and Customer agrees it will not, and will not instruct, or permit others acting on its behalf, to hide, disable, or remove the opt-out link from emails Customer transmits using the Service.
 - ii. Customer will process any "unsubscribe" or "opt-out" requests it receives as soon as reasonably practicable and no later than

- ten (10) days after submission and will update its email lists and address books to reflect such requests.
- iii. Customer's messages sent using the Services must contain clear and conspicuous notice that the message is an advertisement or solicitation and that the recipient can opt out of receiving more commercial email from Customer.
 - iv. Customer's messages also must accurately identify it as the sender, include a valid and current postal address, and comply in all other respects with applicable email marketing and advertising law. Customer will not send commercial email messages using domains by proxy or any equivalent ownership masking service.
3. Cvent may immediately restrict or suspend access to the Service with prior notice as feasible to the extent Cvent becomes aware of, or reasonably suspects, any Prohibited Uses by Customer or its authorized users. Cvent reserves the right to base its findings with respect to Prohibited Uses and related analysis and decisions on, among other things, received complaints, observed email patterns, including rates of delivery and email percentage of emails sent reported as being read by Cvent's application. Cvent may also take any self-help remedies necessary to prevent continued Prohibited Uses, including, but not limited to, deleting the contact information from Customer's address book on behalf of those individuals who lodge complaints with Cvent or Cvent's web-hosting company. Cvent will act in good faith and use reasonable efforts to notify Customer via phone or email before initiating self-help measures or suspending or restriction Service. Customer is still responsible for full payment of the Order Form(s) even if access to the Service is suspended or terminated for any Prohibited Uses. Any authorized suspension by Cvent arising directly or indirectly from Customer's act or omission does not preclude Customer from satisfying any covenant and/or condition related to Customer's payment obligations arising under this Agreement and/or any applicable Order Form.

G. LIMITATION OF LIABILITY:

- 1. EXCEPT WHERE PROHIBITED BY APPLICABLE LAW (INCLUDING ANY COMMON LAW OR OTHER JUDICIAL PROHIBITION ON LIMITATIONS OF LIABILITY FOR WILLFUL MISCONDUCT OR FRAUD, NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR ANY LOST PROFITS, LOSS OF BUSINESS, BUSINESS INTERRUPTION, COST OF COVER, LOSS OF USE, LOST SAVINGS, FINES, PENALTIES, OR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR OTHER INDIRECT DAMAGES OF ANY KIND IN CONNECTION WITH THIS AGREEMENT, ANY ORDER FORM, OR THE SERVICES PERFORMED HEREUNDER, WHETHER ALLEGED AS A BREACH OF CONTRACT OR TORTIOUS CONDUCT, INCLUDING NEGLIGENCE, OR BASED ON ANY OTHER CAUSE OF ACTION, REGARDLESS OF WHETHER A PARTY WAS AWARE OF THE POSSIBILITY OF SUCH DAMAGES.
- 2. CVENT AGREES TO INDEMNIFY THE CUSTOMER AGAINST, AND HOLD THE CUSTOMER HARMLESS FOR, ANY AND ALL THIRD PARTY CLAIMS THAT RELATE TO CVENT'S BREACH OF DATA SECURITY ADDENDUM ANNEXED HERETO AS ANNEXURE A, CAUSED BY THE NEGLIGENCE OF CVENT, ITS AGENTS OR EMPLOYEES, AND, IN WHICH CASE, CVENT SHALL BE RESPONSIBLE IN THE MAXIMUM AGGREGATE AMOUNT FOR ALL CLAIMS EQUAL TO THRICE THE TOTAL FEES AND COSTS PAID BY CUSTOMER UNDER THE APPLICABLE ORDER FORMS DURING THE ONE (1) YEAR PERIOD PRECEDING THE INCIDENT GIVING RISE TO LIABILITY.
- 3. WITH EXCEPTION TO PARAGRAPH (2) ABOVE, EACH PARTY'S LIABILITY UNDER THIS AGREEMENT SHALL BE LIMITED TO THE OTHER PARTY'S ACTUAL, DIRECT DAMAGES AWARDED BY A COURT OF COMPETENT JURISDICTION OR AGREED TO IN A WRITTEN SETTLEMENT, NOT TO EXCEED (IN THE AGGREGATE FOR ALL CLAIMS) THE TOTAL FEES AND COSTS PAID BY CUSTOMER UNDER THE APPLICABLE ORDER FORM(S) DURING THE ONE (1) YEAR PERIOD PRECEDING THE INCIDENT GIVING RISE TO LIABILITY, EXCEPT FOR CUSTOMER'S PAYMENT OBLIGATIONS UNDER THE APPLICABLE ORDER FORM(S).
- 4. NOTWITHSTANDING ANY PROVISION TO THE CONTRARY IN THIS AGREEMENT, CUSTOMER ACKNOWLEDGES AND AGREE THAT USE OF THE SERVICES OR THE CVENT SYSTEM TO TRANSMIT, PROCESS OR STORE "**HIGH RISK PERSONAL INFORMATION**" (AS DEFINED BELOW) IS UNNECESSARY FOR USE OF THE SERVICES AND THEREFORE CVENT SHALL HAVE NO INDEMNIFICATION OBLIGATION OR OTHER LIABILITY UNDER THIS AGREEMENT FOR ANY SUCH USE OF THE SERVICES BY CUSTOMER, ITS AFFILIATES OR REPRESENTATIVES, UNLESS SUCH DATA IS INPUTTED INTO THE APPLICABLE ENCRYPTED FIELD DESIGNATED BY CVENT SPECIFICALLY FOR ITS USE FOR THOSE HIGH RISK PERSONAL INFORMATION DEFINED IN SUBSECTION (A), (B) AND (D). "**HIGH RISK PERSONAL INFORMATION**" SHALL BE DEFINED AS (A) SOCIAL SECURITY NUMBERS, PASSPORT NUMBERS OR OTHER GOVERNMENT ISSUED ID NUMBERS; (B) DATE OF BIRTH; (C) HEALTH OR MEDICAL INFORMATION (OTHER THAN DIETARY PREFERENCES OR MEDICAL CONTACT INFORMATION, WHICH SHALL NOT BE DEEMED HIGH RISK PERSONAL INFORMATION); (D) FINANCIAL ACCOUNT INFORMATION (OTHER THAN PAYMENT INFORMATION ENTERED SECURELY USING CVENT'S ONLINE PAYMENTS MODULE, WHICH SHALL NOT BE DEEMED HIGH RISK PERSONAL INFORMATION); AND (E) OTHER INFORMATION WHICH A REASONABLE PERSON WOULD RECOGNIZE AS BEING HIGHLY SENSITIVE (BUT EXCLUDING, FOR AVOIDANCE OF DOUBT, CONTACT INFORMATION SUCH AS NAME, TITLE, COMPANY NAME, MAILING ADDRESS, EMAIL ADDRESS, AND PHONE NUMBER, NONE OF WHICH SHALL BE DEEMED HIGH RISK PERSONAL INFORMATION.
- 5. CUSTOMER FURTHER ACKNOWLEDGES AND AGREES THAT THE LIMITATIONS OF LIABILITY SET FORTH HEREIN ACCURATELY REFLECT THE RELATIVE RISKS OF EACH OF THE PARTIES AND THAT WITHOUT THESE LIMITATIONS ON CVENT'S LIABILITY THE RATES FOR THE SERVICES PROVIDED TO CUSTOMER WOULD BE SUBSTANTIALLY HIGHER. THESE LIMITATIONS OF LIABILITY WILL SURVIVE AND APPLY NOTWITHSTANDING THE FAILURE OF ANY LIMITED OR EXCLUSIVE REMEDY FOR BREACH OF WARRANTY SET FORTH IN THIS AGREEMENT.

H. CONFIDENTIALITY:

- 1. Each Party shall maintain the confidentiality of all information of the other and its affiliates that is marked as confidential or which ought reasonably to be regarded as confidential that it collects or receives in connection with this Agreement (collectively, "**Confidential Information**") and shall not directly or indirectly copy, release, disclose, divulge or permit access to any such Confidential Information without the prior written consent of the other party.

2. Both Parties may use and copy such Confidential Information as is necessary to perform their obligations under this Agreement or as otherwise provided hereunder and for no other purpose. Both parties may disclose such Confidential Information to their employees and Customer may disclose to its affiliates, both on a "need-to-know" basis, provided that both parties shall ensure that any such employees or affiliates are subject to obligations of confidentiality with similar effect to this section. Cvent may also disclose Customer's Confidential Information on a need to know basis to its subcontractors who are providing all or part of the Service.
3. The restrictions in this section "Confidentiality" do not apply to any information which:
 - i. at the time of disclosure or thereafter is generally available to and known by the public or any third party (other than as a result of an unauthorized disclosure directly or indirectly by the non-disclosing party),
 - ii. was or becomes available to the non-disclosing party on a non-confidential basis from a source other than the disclosing party,
 - iii. has been independently acquired or developed by the non-disclosing party without violating any of its obligations under this Agreement.
4. Recipient may disclose Confidential Information pursuant to the requirements of a governmental agency or operation of law, provided that it gives Discloser reasonable advance notice sufficient to contest such requirement of disclosure, unless it is prevented from providing such notice by the government agency or operation of law.
5. The obligations of Cvent set forth in this Section 6.3 shall not apply to any suggestions and feedback for product or service improvement, correction, or modification provided by Customer in connection with any present or future Cvent product or service, and, accordingly, neither Cvent nor any of its clients or business partners shall have any obligation or liability to Customer with respect to any use or disclosure of such information.
6. The Parties hereby acknowledge and agree that any existing non-disclosure agreement entered into by the parties is hereby superseded and replaced by the terms contained in this Agreement.

I. DMCA:

To the best of Cvent's knowledge, all material published by Cvent on its web pages and other media properties, are done in full agreement with the original copyright owners (be that Cvent or another party). If 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

IN WITNESS WHEREOF, the parties have caused this Contract to be duly executed intending to be bound thereby.

Cvent, Inc.

George Mason University

James Brixius

By: _____
Signature: James Brixius
Title: _____
Date: 29-Oct-2018

By: James F Russell
Signature: James F Russell
Title: Director
Date: 10/26/18

ANNEXURE A

Data Security Addendum for inclusion in Contract GMU-1404-17 with George Mason University (the "University")

This Addendum supplements the above-referenced Contract between the University and Cvent, Inc. ("Selected Firm/Vendor") dated October 24, 2018 (the "Contract"). It is applicable only in those situations where the Selected Firm/Vendor provides goods or services which necessitate that the Selected Firm/Vendor create, obtain, transmit, use, maintain, process, store, or dispose of University Data (as defined in the Definitions Section of this Addendum) in order to fulfill its obligations to the University.

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

1. Definitions

- a. **"Brand Features"** means the trade names, trademarks, service marks, logos, domain names, and other distinctive brand features of each party, respectively, as secured by such party from time to time.
- b. **"End User"** means the individuals authorized by the University to access and use the Services provided by the Selected Firm/Vendor under the Contract.
- c. **"Personally Identifiable Information"** includes but is not limited to: personal identifiers such as name, address, phone number, date of birth, Social Security number, email address, student or personnel identification number, and non-directory information; "personal information" as defined in Virginia Code section 18.2-186.6 and/or any successor laws of the Commonwealth of Virginia; personally identifiable information contained in student education records as that term is defined in the Family Educational Rights and Privacy Act, 20 USC 1232g; "medical information" as defined in Virginia Code Section 32.1-127.1:05; "protected health information" as that term is defined in the Health Insurance Portability and Accountability Act, 45 CFR Part 160.103; nonpublic personal information as that term is defined in the Gramm-Leach-Bliley Financial Modernization Act of 1999, 15 USC 6809; credit and debit card numbers and/or access codes and other cardholder data and sensitive authentication data as those terms are defined in the Payment Card Industry Data Security Standards; other financial account numbers, access codes, driver's license numbers; and state- or federal-identification numbers such as passport, visa or state identity card numbers.
- 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.
- g. **"University Data"** includes all 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.

2. Rights and License in and to the University Data

- a. 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 the University, and Selected Firm/Vendor has a limited, nonexclusive license to use the 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's data, content, or intellectual property, except as expressly stated in the Contract.

3. Intellectual Property Rights/Disclosure

- a. 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 Selected Firm/Vendor (or its subcontractors) for the University will not be disclosed to any other person or entity without the written permission of the University. For avoidance of doubt, parties agree that Vendor will not be preparing any goods, products, materials, documents, reports, writings, video images, photographs or papers of any nature including software or computer images.

4. Data Privacy

- a. Selected Firm/Vendor 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 the University, except as required by the Contract or as otherwise required by law.
- b. University Data will not be stored outside the United States without prior written consent from the University.
- c. Selected Firm/Vendor will provide access to University Data only to its employees and subcontractors who need to access the data to fulfill Selected Firm/Vendor obligations under the Contract. Selected Firm/Vendor 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.
- d. If Selected Firm/Vendor will have access to University Data that includes "education records" as defined under the Family Educational Rights and Privacy Act (FERPA), the Selected Firm/Vendor 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 Selected Firm/Vendor agrees to abide by the limitations and requirements imposed on school officials. Selected

Firm/Vendor will use the education records only for the purpose of fulfilling its duties under the Contract for University'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.

5. Data Security

- a. Computer and network security is of paramount concern to the University. The University wants to ensure that computer/network hardware and software does not compromise the security of IT environment. Selected Firm/Vendor 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 Selected Firm/Vendor'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. Without limiting the foregoing, Selected Firm/Vendor warrants that all electronic University Data will be encrypted in transmission (including via web interface) and stored at no less than 128-bit level encryption.
- b. Selected Firm/Vendor will use industry-standard and up-to-date security tools and technologies such as anti-virus protections and intrusion detection methods in providing services under the Contract.
- c. If Selected Firm/Vendor's use of 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 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.

6. Employee Background Checks and Qualifications

- a. Selected Firm/Vendor shall ensure that its employees have undergone appropriate background screening and possess all needed qualifications to comply with the terms of the Contract including but not limited to all terms relating to data and intellectual property protection.

7. Data Authenticity and Integrity

- a. Selected Firm/Vendor will take reasonable measures, including audit trails, to protect University Data against deterioration or degradation of data quality and authenticity. The selected Firm/Vendor 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."

8. Security Breach

- a. Response. Within 48 hours of a confirmed Security Breach, or of circumstances that could have resulted in unauthorized access to or disclosure or use of University Data, Selected Firm/Vendor will notify the University, fully investigate the incident, and cooperate fully with the University's investigation of and response to the incident. Except as otherwise required by law, Selected Firm/Vendor will not provide notice of the incident directly to individuals whose Personally Identifiable Information was involved, regulatory agencies, or other entities, without prior written permission from the University.
- b. Not Used.

9. Response to Legal Orders, Demands or Requests for Data

- a. Except as otherwise expressly prohibited by law, Selected Firm/Vendor will: i) immediately notify the University of any subpoenas, warrants, or other legal orders, demands or requests received by Selected Firm/Vendor seeking University Data; ii) consult with the University regarding its response; iii) cooperate with the University's reasonable requests in connection with efforts by the University to intervene and quash or modify the legal order, demand or request; and iv) upon the University's request, provide the University with a copy of its response.
- b. If the University 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 Selected Firm/Vendor, the University will promptly provide a copy to Selected Firm/Vendor. Selected Firm/Vendor will promptly supply the University with copies of data required for the University to respond and will cooperate with the University's reasonable requests in connection with its response.

10. Data Transfer Upon Termination or Expiration

- a. Upon termination or expiration of the Contract, Selected Firm/Vendor will ensure that all University Data are securely returned or destroyed as mutually agreed upon by the University and Selected Firm/Vendor. Transfer to the University or a third party designated by the University shall occur within a reasonable period of time, and without significant interruption in service. Selected Firm/Vendor shall ensure that such transfer/migration uses facilities and methods that are compatible with the relevant systems of the University or its transferee, and to the extent technologically feasible, that the University will have reasonable access to University Data during the transition. In the event that the University requests destruction of its data, Selected Firm/Vendor agrees to Securely Destroy all data in its possession and in the possession of any subcontractors or agents to which the Selected Firm/Vendor might have transferred University data. The Selected Firm/Vendor agrees to provide documentation of data destruction to the University.

- b. Selected Firm/Vendor will notify the University of Impending Cessation of its business and any contingency plans. This includes immediate transfer of any previously escrowed assets and data and providing the University access to Selected Firm/Vendor's facilities to remove and destroy University-owned assets and data. Selected Firm/Vendor shall implement its exit plan and take all necessary actions to ensure a smooth transition of service with minimal disruption to the University. Selected Firm/Vendor 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 the University. Selected Firm/Vendor will work closely with its successor to ensure a successful transition to the new equipment, with minimal downtime and effect on the University, all such work to be coordinated and performed in advance of the formal, final transition date.

11. Audits

- a. Not used
- b. If the Selected Firm/Vendor must under the Contract create, obtain, transmit, use, maintain, process, store, or dispose of the subset of University Data known as Personally Identifiable Information or financial or business data which has been identified to the Selected Firm/Vendor as having the potential to affect the accuracy of the University's financial statements, Selected Firm/Vendor will at its expense conduct or have conducted at least annually: i) vulnerability scan of Selected Firm/Vendor's electronic systems and facilities that are used in any way to deliver electronic services under the Contract; and ii) formal penetration test of Selected Firm/Vendor's electronic systems and facilities that are used in any way to deliver electronic services under the Contract.
- c. 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 request, at University expense, the Selected Firm/Vendor to perform additional audits and tests, the results of which will be provided promptly to the University.
- d. SOC/SSAE18: To facilitate compliance with SSAE18, vendor must provide George Mason University with its most recent SOC 2-Type II report and that of all subservice provider(s) relevant to this contract. It is further agreed that the SOC report, which will be free of cost to George Mason University, will be provided annually, upon request. The SOC report should be directed to the recipient who requests the report in writing. Vendor also commits to providing George Mason 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 George Mason University in relation to the SOC report.

12. Use of Trademarks

- a. Selected Firm/Vendor shall not use the name or any trademark of the University without prior written permission of the University, no less than 10 days in advance of such use.

13. Compliance

- a. Selected Firm/Vendor will comply with all applicable laws and industry standards in performing services under the Contract. Any Selected Firm/Vendor personnel visiting the University's facilities will comply with all applicable University policies regarding access to, use of, and conduct within such facilities. The University will provide copies of such policies to Selected Firm/Vendor upon request.
- b. Selected Firm/Vendor warrants that the service it will provide to the University is fully compliant with and will enable the University to be compliant with relevant requirements of all laws, regulation, and guidance applicable to the University and/or Selected Firm/Vendor, including but not limited to: the Family Educational Rights and Privacy Act (FERPA), Government Data Collection and Dissemination Practices Act, Payment Card Industry Data Security Standards (PCI-DSS), Americans with Disabilities Act (ADA), and Federal Export Administration Regulations.

14. Not Used

15. Survival

- a. The Selected Firm/Vendor's obligations under Section 10 shall survive termination of the Contract until all University Data has been returned or Securely Destroyed.

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, Inc.

James Brixius

By: _____
Signature: James Brixius
Title: _____
Date: 0539FF063026483...
Regional Sales Manager

29-Oct-2018

George Mason University

By: James F Russell
Signature: James F Russell
Title: Director
Date: 10/26/18

ANNEXURE B

PART A

SPECIFIC TERMS OF USE APPLICABLE ONLY TO EVENT MANAGEMENT SOLUTION

1. EVENT MANAGEMENT PRODUCT: USAGE CONTACTS, EMAILS AND STORAGE:

- 1.1 Customer may hold up to 100,000 contacts in the Service at any given point in time. Additional contacts may be stored for \$.25 per contact per year. Customer may send up to 500,000 emails per year. Additional emails may be sent for \$.05 per email. Emails unrelated to a Cvent event (e.g., email newsletters) will be assessed an additional charge and are not included in the Service. If Customer has purchased the eMarketing Module hereunder, Customer may send email newsletters, promotions, announcements and other non-event-related communications, without incurring any extra per email charge, up to the annual limit of 500,000 emails. 2GB and 5GB of storage is provided for the graphics/documents library in the Software. An additional 5GB of storage is available for \$250. Customer may contact its Account Executive to purchase additional contact storage, annual emails or additional graphics/documents library storage.

2. EVENT MANAGEMENT PRODUCT: EVENT BUILDS:

- 2.1 Cvent may provide 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:

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

- 2.2 The highest complexity level in which any two of an Event Build's attributes belong determines the complexity level of the Event Build. Customer's 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 Customer will be charged as specified in the applicable Order Form or, if not specified, for the difference in then-current Event Build complexity level rates. An additional fee, as specified on the applicable Order Form or otherwise at then-current rates, may be charged for optimizing an event site and registration process for display on mobile devices.

3. EVENT REGISTRATION FEES PROCESSING BY CUSTOMER:

- 3.1 If Customer wishes to process credit card payments in connection with the Service, Customer must first establish its own merchant bank account and utilize Touchnet, a provider of credit services on the Internet supported by Cvent. Customer is responsible for testing the connectivity of its merchant account (including authorization, settlement and refund) prior to processing credit card payments at its event. Customer is responsible for all fees and expenses generated in its merchant bank account. Any refunds or credits must be independently arranged between Customer and its registrants or its clients' registrants. If Customer or Customer's client cancels an event for which Customer has collected fees or if Customer permits partial or complete refunds, Customer must maintain sufficient funds in its bank account so that the Service may issue such refunds to Customer's registrants. For security purposes, funds collected will not be held by Cvent at any point in this process. All funds will pass from registrant to customer without ever being deposited in accounts controlled by Cvent.

4. NOT USED

5. REGISTRATIONS AND REGISTRANTS:

- 5.1 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. For Order Forms specifying per-event pricing, each event activated in the Service will be counted for billing purposes except events flagged in advance for administrative purposes by Cvent Customer Service.
- 5.2 A Registrant is defined as a person registering via a registration process created within the Cvent system, even if the Registrant was submitted manually through the back end of the system. Guests registered under a Registrant will count as a Registrant for billing purposes. 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.
- 5.3 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 not roll over to another term year.

PART B

SPECIFIC TERMS OF USE APPLICABLE ONLY TO CROWDCOMPASS MOBILE EVENT SOLUTION

1. SCOPE; ACCESS:

- 1.1 Cvent's web-based and mobile application-based event management solution ("**Mobile Event Solution**") is comprised principally of: (i) the content management portal at www.crowdcompass.com ("**EventCenter**") for input of data and other content by Customer; and (ii) a web-based and/or mobile application-based component (the "**App**"), a specific instance of which may be customized by Customer for a specific event or events and made available for download and use by attendees of the event(s).
- 1.2 Upon Customer's signature of the applicable Order Form, Cvent will provide Customer with login access to the EventCenter for the Term set forth on the applicable Order Form. Access to the EventCenter includes entering and updating content for Customer event(s), pushing notifications to, and aggregating usage metrics from the App for Customer event(s).

2. CUSTOMER CONTENT; MOBILE PLATFORM REQUIREMENTS:

2.1 Content

- a) All event data, materials and content ("**Content**") required for the App to operate properly must be supplied by Customer through the EventCenter or another App interface provided by Cvent currently or in the future. Failure to provide all Content required for successful operation of the App does not invalidate the Agreement or Customer obligation to pay for the Mobile Event Solution.
- b) Cvent will provide Customer with documents and templates listing the type and format of the information needed to upload Content into the Event Center. Content may also include information or materials which Customer obtain from third party social networking sites and cause to be presented through the App.

2.2 Mobile Platforms

- a) Use of the Mobile Event Solution to deploy an App for Customer event(s) will be subject to rules and procedures established by the third parties that operate and control the applicable online marketplaces for mobile device applications (collectively, including Apple and Google, the "**Mobile Marketplaces**").
- b) Customer acknowledge and agree that:
 - i. Customer, Customer employees and any agents acting on Customer behalf shall abide at all times by such rules and procedures and any changes thereto;
 - ii. Cvent has no control over such rules and procedures, and cannot be responsible for ensuring performance or availability of any Mobile Marketplace;
 - iii. Cvent is not liable for any delays in the delivery or deployment of Customer Apps caused by changes to, or Customer failure to adhere strictly to, any such rules or procedures; and
 - iv. Cvent is not liable for any delays in the delivery or deployment of Customer Apps due to a lack of availability or downtime of any Mobile Marketplace.
- c) Without limiting the generality of the foregoing, Customer agree:
 - i. not to use Customer Apps for the purpose of sending unsolicited messages to end users or for the purpose of phishing or spamming, including, but not limited to, engaging in any types of activities that violate anti-spamming laws and regulations, or that are otherwise improper, inappropriate or illegal; and
 - ii. not to make use of push notifications in a manner which is excessive, as may be determined by the applicable Mobile Marketplace.

2.3 Build Process and Minimum Timelines

- a) Customer will be assigned a Project Manager shortly after submission of Customer signed Order Form. The Project Manager will collaborate with Customer to schedule delivery dates for Customer to provide event information, graphics and other Content for configuring the App for Customer event(s) (the "**Delivery Schedule**").
- b) Cvent is not responsible for delays resulting from any failure by Customer to comply with the agreed upon Delivery Schedule. If the Order Form spans multiple events, Customer shall be responsible for notifying Customer Project Manager of each event at least sixty (60) days prior to the desired launch date for such event within the App(s) in order to ensure timely delivery.
- c) A timely release of Customer App requires that all Content be submitted and approved for submission to the Mobile Marketplaces no later than 14 days prior to Customer agreed upon App launch date. The EventCenter shall continue to be available to Customer to add and modify Content before, during and after publication.

2.4 Review and Submission

- a) All Content must be submitted through the EventCenter, and, unless otherwise specified as an additional Service in Customer Order Form, Customer are solely responsible for the build of the App through the EventCenter. Customer will have access to Cvent support staff as stated in Section 4 (Support), and Customer will have an opportunity to review and make changes prior to submission of the App to the applicable Mobile Marketplaces.

- b) The App needs to be submitted to the applicable Mobile Marketplaces, and Customer acknowledge and agree that Cvent shall bear no expenses and assumes no risk or liability for any administrative actions performed by Cvent needed to submit the App to the applicable Mobile Marketplaces on Customer account, if applicable.
- c) You may choose to publish your App in one of the following three ways:
 - i. Engage Cvent to publish your event(s) in the Mobile Marketplace under Cvent's container app – AttendeeHub™. Cvent will use its commercially reasonable best effort to obtain approval by the Mobile Marketplace, within the mutually agreed timeline.
 - ii. Publish your own branded multi-event app that will house a minimum of five events, and in order to do so either of the following methods may be agreed upon:
 - A. Self-publish your App on your own, and for this you shall need -
 - Apple and Google Developer Accounts (non-enterprise)
 - Internal resources familiar with Apple App Store and Google Play distribution
 - For Apple, Access to a Mac and the knowledge on how to create the required certificates and provisioning profiles
 - B. Authorize Cvent to publish your App in the Mobile Marketplace on your behalf, and for this you shall need –
 - Apple and Google Developer Accounts (non-enterprise)
 - Authority to add Cvent as an admin, to access and manage your Developer Account. However, 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.
 - iii. Self-publish your App in your internal app store, circumventing the public Mobile Marketplace. In this case too, you will need the additional resources as stated in clause 2.4(c)(ii)(A). In addition, you will need –
 - Apple Enterprise Developer Account vs a standard Apple Developer Account
 - Internal resources familiar with Apple Enterprise app distribution outside the public Apple App Store
- d) You acknowledge and agree that in the event you choose to publish your App as set forth in clauses 2.4(c)(ii) and 2.4(c)(iii) above, the primary control of the developer account shall remain with you and as such:
 - i. you will be solely responsible to ensure compliance with all the rules and procedures established by Apple and Google.
 - ii. you shall secure your Enterprise Distribution License and an Enterprise Developer Account at your sole expense; and maintain it securely with all data privacy procedures in place to safeguard the Content.
 - iii. Cvent will bear no responsibility for any delays in publishing or rejection of your App by Apple or Google, and any such delay will not modify your obligations to Cvent including, but not limited to, your payment obligations. If your App is rejected by a Mobile Marketplace, you may engage Cvent to publish in Cvent's AttendeeHub container.
 - iv. If you terminate or do not renew this Agreement, you must not publish any App created under this Agreement in any manner.

2.5 Upgrades

During the Term of the applicable of the Order Form, if Cvent upgrades the version of the App or EventCenter Customer are using under the Agreement, Customer will not be charged an upgrade fee. Should Cvent offer additional optional software modules in the future that complement the App or EventCenter, Customer may elect to purchase the optional software modules for an additional fee.

2.6 Additional Graphics

Cvent provides optional graphics arts services (“**Additional Graphics**”) which may be used by Customer to supplement the Content including to create splash screen, icons, banners, and background, for an additional fee.

2.7 Supported Devices, Operating Systems and Software Releases

a) Devices:

Cvent currently provides native, compiled Apps for the following devices: iPhone, iPod Touch, iPad, Android phones and Android tablets. Submission is made to Apple iTunes / App Store and Android Market only. Cvent also provides a web application version of the App that can be accessed from any mobile device, including BlackBerry devices, or a regular computer with a good Internet connection and a compatible browser. Some features may not be available on all supported devices or the web application version.

b) Operating Systems:

Cvent provides technical support for Apps on the current major release and immediately preceding major release of iOS and Android OS.

c) Software Releases:

Cvent provides technical support for Cvent 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.

2.8 **Mobile Event Solution Features**

Mobile Event Solution features include an event schedule, exhibitor list, speaker list, maps, networking opportunities, exhibitor and sponsor advertising opportunities, integration with social media platforms, and access to the EventCenter to manage Content and run metrics on App usage. Optional features and services (including Click scavenger hunt photo game, live polling, Social Wall curated social content, integration with third party databases, and App Build Plus) are available if specified on the applicable Order Form.

3. **SUPPORT:**

During the term of the Agreement, Cvent agrees to provide Customer with email and telephone access to the CrowdCompass Mobile Support Center seven days a week, 24 hours a day, except holidays. If Customer have more than one EventCenter login, Customer agree to appoint an Authorized Support Contact who will contact the CrowdCompass Mobile Support Team directly on behalf of Customer other EventCenter users. One hundred and twenty (120) days after Customer last event, or upon expiration of the current Term of the Agreement if later, the App(s) for Customer event(s) may be removed from its stores and Mobile Marketplaces, and Cvent shall retain no obligation to support, update or maintain such App(s).

4. **PRIVACY:**

Customer acknowledge that mobile devices may be lost or stolen, and the transmission, processing or storage of sensitive information on such devices creates certain security risks that Cvent cannot mitigate, including without limitation onward dissemination of Content by attendees of the event(s). Therefore, Customer agrees that Cvent is not responsible for the unauthorized dissemination of any Content distributed to a mobile device through the Mobile Event Solution.

4.1 **Customer Data**

As a policy, Cvent does not examine any of Customer Data except at Customer's request and only for the purposes of providing Customer with technical support. Contact information will be stored for end users that agree to provide such information through the App. Notwithstanding the foregoing, information related to the use of the App by end users (usage statistics) will remain the property of Cvent for its own use as it sees fit.

4.2 **NOTWITHSTANDING ANY PROVISION TO THE CONTRARY IN THIS AGREEMENT, CUSTOMER ACKNOWLEDGES AND AGREES THAT CVENT WILL NOT BE LIABLE FOR THE USE, TRANSMISSION, PROCESSING, COLLECTION, OR STORAGE, INCLUDING ANY SECURITY INCIDENT WITH RESPECT THERETO, OF ANY HIGH-RISK PERSONAL INFORMATION THROUGH THE APP.**

5. **LIMITED WARRANTY:**

5.1 **Limited Warranty:**

Subject to the terms and conditions of the Agreement, Customer will have an opportunity to review the App as provided in Section 2.4 prior to submission of the App to the applicable Mobile Marketplaces. Cvent warrants to Customer that for a period of thirty (30) days prior to an event and one hundred and twenty (120) days following such event (the "**Warranty Period**"), it will ensure the App performs for such event, as reviewed by Customer, substantially in accordance with the product documentation, including marketing materials, furnished to Customer by Cvent.

5.2 **Defects:**

If Cvent receives notice that the App is defective, in accordance with the standard stated in Section 6.1 above, during the Warranty Period, Cvent will, at its option, either repair or replace the App or other element that proves to be defective. If Cvent is unable, within thirty (30) days, to correct a defect that Customer have notified Cvent of during the Warranty Period, as Customer sole remedy for Cvent's breach of warranty Customer will be entitled to terminate the applicable Order Form upon written notice and obtain a full refund of any fees associated with the defective App for such event.

5.3 **Any warranties set forth in this Exhibit do not apply to defects resulting from improper or inadequate installation, maintenance or configuration of the App or EventCenter performed by non-Cvent employees unless such non-Cvent employees were retained as contractors or consultants by Cvent.**