

This AGREEMENT ("Agreement") is made into and entered as of 8/1/2015 by and between Cvent, Inc. ("Cvent") and the National Affordable Housing and Management Association ("NAHMA").

1. Introduction

- a. Cvent is the leading strategic meetings management, web-based event registration and eMarketing, and site selection and sourcing software provider.
- b. NAHMA is the leading voice for affordable housing management, advocating on behalf of multifamily property managers and owners whose mission is to provide quality affordable housing.
- c. Cvent and NAHMA mutually desire to enter into an Agreement under which Cvent will provide the Services to affiliated AHMAs. NAHMA will designate Cvent as a preferred provider for web-based registration services for affiliated AHMAs.

2. Cvent Services ("Services")

- a. AHMA Agreements – Cvent shall provide AHMAs with the Cvent Professional Event Management product at the prices listed in this Agreement. Cvent shall contract separately with each AHMA to provide online registration at rates no greater than stated in this Agreement. Each individual AHMA shall enter into a Cvent license and service agreement in substantially the form attached hereto as Appendix 1 ("Cvent Order Form") with the term of two (2) or four (4) years and shall receive the following pricing:
- b. **Annual Maintenance Fee** (normally \$2,500 per year). The Maintenance Fee is an annual fee which includes the price of one (1) PayPal PayFlow Pro payment gateway, email system fees, server space allocation, data reporting, unlimited maintenance and unlimited customer service support. In addition all new upgrades to the Services shall be included without additional cost.

2 Year Term	4 Year Term
USD \$1,000	USD \$830

- c. **Per Registration Fee:** The minimum number of registrations a customer commits to each year, multiplied by the per registrant fee. However, AHMAs may purchase additional registrations at the original rate at any time prior to use. AHMAs will use the following grid as guidance:

Annual Registrants	2 Year Term	4 Year Term
250	\$5.56	\$3.48
1000	\$4.92	\$2.99
1500	\$4.40	\$2.85
2000	\$4.00	\$2.72
2500	\$3.60	\$2.60
3000	\$3.35	\$2.49
4000	\$3.15	\$2.40
5000	\$2.97	\$2.33

- d. **Optional Features:** The features listed below are all additional features that can be added to each AHMA account depending on their specific needs. Pricing is outlined as follows:

- Additional User Logins (\$100 each per year, normally \$250 each per year). With your Cvent account, you receive one user login. Additional user logins are useful if different people need access to different parts of the system or require simultaneous access.
- Dynamic Registration Paths (\$550 per year, normally \$1,500 per year) This allows you to customize your registration forms and processes so that difference types of registrants are eligible to attend (or not attend) different portions of your events, answer different survey questions, or have completely different registration forms. This is a great feature for complex conferences with vendors and attendees, tradeshow, or membership renewal campaigns – a huge time-saver.
- Email Marketing Module (\$750 per year, normally \$1,500 per year) This module allows you to send out highly customizable and professional electronic newsletters, announcements, marketing emails, and non-event-related emails. You can easily manage and automate campaigns, allow prospective members and other contacts to subscribe to your mailing list. Additionally, you have many powerful automated-real-time email tracking reports and built-in content analysis tools to ensure the highest delivery rates possible.
- Credit Tracking Module (\$400 per year, normally \$1,500 per year) This feature gives you the opportunity to associate credits with events and/or sessions and tabulate individual records. AHMA will be able to automatically tally continuing education credits. User will simply assign a credit amount to each event and/or session. Once a registrant is marked as a participant of that event and/or session, they will automatically be awarded credits. User can send certificates of completion to the attendee directly from the Cvent system. Attendance and credit reports are easily run and exported
- Parked Reports (\$250 per year, normally \$1,000 per year) Place saved reports in an area that only certain individuals may have direct access to those individuals may also receive scheduled emails with a direct link to the saved reports.
- CrowdCompass Mobile Apps:
CrowdCompass helps organizations enhance their meetings, conferences, and trade shows by providing an interactive brochure for attendees. From scheduling capabilities and social media integrations, to gaming and sponsorship opportunities, a CrowdCompass app is designed to make your event a more exciting, valuable, and memorable experience for everyone involved. Pricing is outlined as follows:

2 Year Term

# of attendees/event	Per Event Cost**
<250	\$3,900
251-500	\$4,900
501-1000	\$5,900
>1000	Call for Quote

** For multiple events, please call for multi-event discount

4 Year Term

# of attendees/event	Per Event Cost**
<250	\$3,000
251-500	\$4,000
501-1000	\$5,000
>1000	Call for Quote

** For multiple events, please call for multi-event discount

- e. Current AHMA Clients – Current AHMAs using Cvent shall have the option to revise their existing agreements to adhere to the terms of this Agreement. This option shall be available at the beginning of the next annual term quarter for each AHMA.
- f. AHMA Training – Cvent shall provide AHMAs will at least one (1) web-based training session per year that is specific to AHMA topics and best practices.
- g. AHMA discount – Cvent shall provide any member of a participating AHMA who purchases a new Cvent product with a 15% discount off the product's published rates. Discount may not exceed Cvent's published GSA rates for GSA-eligible organizations.

3. NAHMA Endorsements and Services

- a. NAHMA Endorsement – NAHMA agrees that during the Term it shall describe Cvent as the online event management preferred provider to AHMAs.

4. Term of Agreement

The term of the Agreement shall commence on the latter date of the signatories below and shall continue thereafter until 7/31/2019 unless otherwise terminated as outlined in this section, Cvent shall commit to two or four-year terms for all AHMA agreements.

- a. Breach of Default of the Agreement – In the event of a material breach or default of this Agreement by either party which remains uncured for a period of thirty (30) days or more after written notice of such breach is received, the other party may at its sole discretion, cancel this Agreement by providing written notification to the defaulting party. Written notice shall be sent by certified mail with return receipt requested. The cancellation of this Agreement shall have no effect on Cvent service agreements with any AHMA.
- b. Insolvency – If either party becomes insolvent in that its liabilities exceed its assets, or is adjudicated insolvent, or takes advantage of or is subject to receivership, conservatorship, liquidation, or bankruptcy this Agreement shall immediately terminate.
- c. Return of Materials – Within thirty (30) days of termination or expiration of this Agreement each party shall return to the other party all materials supplied by the other party in connection with this Agreement.
- d. Existing Contracts – In the event of termination or expiration of this Agreement, Cvent shall still be bound by all existing contracts with AHMAs.



5. DISCLAIMER OF INDIRECT DAMAGES

- a. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, IN NO EVENT WILL EITHER PARTY BE LIABLE OR INDEMNIFY ANY OTHER PARTY FOR: (i) ANY CLAIMS OR DEMANDS OF THIRD PARTIES (INCLUDING ANY AFFILIATES OR MEMBERS OF NAHMA) OR (ii) ANY LOST PROFITS, LOSS OF BUSINESS, BUSINESS INTERRUPTION, COST OF COVER, LOSS OF USE, LOSS OF DATA, LOST SAVINGS OR OTHER CONSEQUENTIAL, SPECIAL, INCIDENTAL, INDIRECT, EXEMPLARY OR PUNITIVE DAMAGES OF ANY KIND IN CONNECTION WITH OR ARISING OUT OF THE FURNISHING, PERFORMANCE OR USE OF ANY CVENT SOFTWARE OR SERVICES PERFORMED HEREUNDER, WHETHER ALLEGED AS A BREACH OF CONTRACT OR TORTIOUS CONDUCT, INCLUDING NEGLIGENCE, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

6. Additional Terms

- a. Confidential Information – Cvent shall treat all NAHMA data as confidential information and Cvent may not under any circumstances sell, loan, circulate, distribute, or disseminate NAHMA-specific data or NAHMA data to any third parties (except to NAHMA affiliates or member organizations as contemplated by this Agreement) for any purpose without the express, written, prior consent of NAHMA. Any data regarding NAHMA members that Cvent obtains as a result of another agreement, account relationship, or is otherwise obtained separately of the terms of this Agreement shall not be subject to any restrictions of this Agreement and shall be deemed a part of Cvent's own business files and processes. Cvent may not imply or suggest any endorsement by NAHMA.
- b. Insurance – Both parties represent and warrant that they shall carry sufficient liability and insurance to cover its obligations under this Agreement.
- c. Compliance with Laws – The parties shall perform this Agreement in compliance with all applicable federal, state and local laws.

The parties hereto have caused their respective duly authorized officers or agents to execute and deliver this Agreement, effective as of the date first written above.

Cvent, Inc.

Signature: _____

Name: Russell Culberson

Title: Account Executive

Date: 9/8/15

National Affordable Housing Management Association

Signature: _____

Name: Kris Cook

Title: Executive, Director

Date: 9/8/15

Appendix 1 – CVENT ORDER FORM

Customer: _____

Services: Cvent products and services listed below, each subject to the applicable Terms of Use located on the Cvent website at <http://www.cvent.com/en/product-terms-of-use.shtml>.

Term: The term is _____ to _____. Agreement will renew for another term of equal length at then current rates unless Customer gives Cvent 60 days prior written notice of termination. If rates change, Cvent will send Customer written notice of rate change at least 75 days before expiration of term.

Annual Fees & Usage : <<Opportunity_Version>> Version			
Maintenance Fee: Online Training, Phone/Email Support, Data Storage/Security	\$	\$2,500	
Minimum Usage Fee†	\$	\$_____ (\$_____ \$	x registrants)
Additional User Logins (1 User Login already included in Maintenance Fee)	\$	\$_____ (\$250 \$	x logins)
	\$	\$_____	
TOTAL ANNUAL FEES	\$_____	\$_____	
Price does not include sales tax, which may be applicable in some states or jurisdictions.		(A savings of \$ _____ per year if Agreement is signed and submitted by _____).	

Payment Terms	
<input type="checkbox"/> Annual upfront payment by credit card <input type="checkbox"/> Annual upfront payment by invoice	<p style="text-align: center;">Federal Tax ID #</p> <p>Are you Sales Tax Exempt?</p> <p>You will be required to input credit card details upon login to the Cvent system. <small>Please note: The credit card will be used only if "payment by credit card" has been selected on this agreement OR if any invoice is greater than 60 days overdue.</small></p>

Overage Fees

† \$_____ per person registered beyond the _____ prepaid registrants. (Overage fees billed quarterly). In lieu of paying this rate per person, the Customer may purchase additional registrants at any point during the term of the agreement and obtain more economical per registrant pricing for the new registrant purchase.

Additional Terms

Customer agrees to utilize the Cvent Supplier Network to search and subsequently source their meeting venues and meeting service providers via the eRFP engine embedded within the tool.

<p>Cvent 1765 Greensboro Station Place, 7th Floor Tysons Corner, VA 22102 Phone: 703.226.3500 Fax: 703.226.3501</p> <p>Cvent Signatory Name: Title: Email: Phone:</p> <p>Signature: Date Signed:</p>	<p>Customer Address Street: City: County: State: Zip Code: Country:</p> <p>Customer Signatory Name: Title: Email: Phone:</p> <p>Signature: Date Signed:</p>	<p>Billing Address (if different) Street: City: County: State: Zip Code: Country:</p> <p>Billing Contact Details Name: Title: Email: Phone:</p> <p>If applicable, Purchase Order number:</p>
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