

# Master Services Agreement

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+1 646 665 4494  
sales@eventable.com

This **MASTER SERVICES AGREEMENT** is dated \_\_\_\_\_, 2017 (the “**Effective Date**”) and is between Eventable, Inc., a Delaware corporation having a principal business address at 415 Madison Ave. 4th Floor New York, NY 10017 (“**Eventable**”), and \_\_\_\_\_, a \_\_\_\_\_ corporation having a principal business address at \_\_\_\_\_ (“**Customer**”).

Eventable and Customer hereby agree as follows:

**1. SCOPE:** This Master Services Agreement applies to Customer’s use of the online subscription services and related online training and packaged professional services offered by Eventable (collectively, the “**Subscription Services**”) that are listed in one or more Eventable subscription-based ordering documents signed by the parties (each an “**Order**”). This Master Services Agreement and all executed Orders, including any addenda and exhibits and other documents referenced herein, are collectively referred to as the “**Agreement**.” All capitalized terms not defined herein will have the meanings attributed to them in the Order.

**2. PROCUREMENT:** Customer may procure the Subscription Services under this Agreement for its own account and on behalf of one or more legal entities under management or control by Customer (“**Customer Affiliates**”) and their respective employees, agents, or contractors (“**Customer Users**”). Customer is responsible for the acts, omissions, and obligations of Customer Affiliates under any Order pursuant to which the Customer Affiliate receives the benefit of the Subscription Services but is not a signatory.

**3. POLICIES:** Customer will, and will ensure, that its Customer Affiliates and Customer Users, use the Subscription Services with the then-current Eventable Terms of Service and Privacy Policy available at <https://www.eventable.com/terms> and <https://www.eventable.com/privacy> (collectively, as modified from time to time, the “**Eventable Policies**”). Customer owns any data, information or material originated by Customer or that Customer or Customer Users provide in the course of using the Subscription Services (“**Customer Data**”).

**4. AGREEMENT TERM:** The Agreement will commence on the Effective Date and will remain in effect until the “**Subscription Term**” set forth in all Orders has expired or has otherwise been terminated (the “**Agreement Term**”). Notwithstanding the foregoing, if immediately following the expiration of the Subscription Term in any Order, the parties are negotiating a renewal of such Order, the Agreement Term will remain in effect for a reasonable period of time to allow the parties to effect such renewal. Nothing contained herein will extend the Subscription Term set forth in any Order.

**5. TERMINATION:** In the event of a material breach by either party, the non-breaching party will have the right to terminate the applicable Order for cause if such breach has not been cured within 30 days after written notice from the non-breaching party specifying the breach. If Eventable terminates an Order for Customer's uncured material breach (i) all fees set forth in the terminated Order will be immediately due and payable; (ii) all rights granted with respect thereto will immediately terminate; and (iii) if such terminated Order includes fees for usage of the Subscription Services in excess of the usage terms specified in the Order, such fees are also immediately due and payable. If Customer terminates an Order for Eventable's uncured material breach, Customer will be entitled to a pro-rata refund for prepaid fees for the Subscription Services not performed as of the date of termination under such Order. Upon completion of the Subscription Term, all rights to access and use the Subscription Services will terminate.

**6. SUPPORT:** Eventable will provide Customer with unlimited telephone and email technical support assistance (“**Support Services**”) during the Subscription Term, or as otherwise expressly set forth in the Orders. Phone and email support is available Monday through Friday, 9:00 am to 6:00 pm Eastern Standard Time, excluding weekends and observed U.S. Holidays. Support availability may occasionally vary from stated hours due to downtime for systems and server maintenance, company events, and circumstances beyond the control of Eventable. Phone support requests will be handled in the order in which they are received. Email support requests will be processed within 1 business day.

**7. WARRANTY:** Eventable warrants during the Subscription Term that the Subscription Services, under normal use, will (i) perform materially in accordance with the applicable documentation provided by Eventable; and (ii) be provided in a manner consistent with generally accepted industry standards (to the extent the Microsoft Azure Services (currently available at <https://azure.microsoft.com>) provides such standard); provided, however, that the foregoing warranty shall not apply (a) if Customer (or Customer Users) fails to comply with its obligations under this Agreement; or (b) if the problem is caused by a third party calendar platform, Customer Data, or any other interaction with third parties not controlled by Eventable.

**8. WARRANTY REMEDIES:** Customer will notify Eventable of any warranty deficiencies under Section 7 within 30 days of the performance of the relevant Subscription Services, and Customer's exclusive remedy will be the re-performance of the deficient Subscription Services. If Eventable cannot re-perform such deficient Subscription Services as warranted, Customer will be entitled to terminate the deficient Subscription Services under Section 5 above and recover a pro-rata portion of the fees paid to Eventable for such deficient Subscription Services, and such refund will be Eventable's entire liability

**9. WARRANTIES DISCLAIMER:** EXCEPT FOR THE EXPRESS WARRANTIES ABOVE, AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, EVENTABLE AND ITS THIRD PARTY PROVIDERS DISCLAIM ALL EXPRESS, IMPLIED OR STATUTORY WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. EVENTABLE DOES NOT WARRANT THE RELIABILITY, TIMELINESS, SUITABILITY, OR ACCURACY OF THE SUBSCRIPTION SERVICES OR THE RESULTS CUSTOMER MAY OBTAIN BY USING THE SUBSCRIPTION SERVICES. EVENTABLE DOES NOT WARRANT UNINTERRUPTED OR ERROR-FREE OPERATION OF THE SUBSCRIPTION SERVICES OR THAT EVENTABLE WILL CORRECT ALL DEFECTS OR PREVENT THIRD PARTY DISRUPTIONS OR UNAUTHORIZED THIRD PARTY ACCESS. EVENTABLE DISCLAIMS ALL FAILURES, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET.

**10. FEES:** Customer will pay all fees set forth in the Orders and any fees invoiced pursuant to this Agreement. All fees are noncancelable and nonrefundable, except as expressly specified in the Agreement. Any fees paid pursuant to an Order will not offset any fees due under any other Order.

**11. INVOICES:** All amounts are due and payable as specified in the Order. If no payment terms are specified in the applicable Order, payment terms are net 30 days from receipt of invoice. Unpaid invoices not the subject of a written good faith dispute are subject to a finance charge of 1.5% per month on any outstanding balance, or the maximum permitted by law, whichever is lower, plus all reasonable expenses of collection.

**12. GENERAL TERMS:** Each party agrees to abide by all applicable federal, state, and local laws and regulations in the performance of this Agreement. The Agreement may be amended only by written agreement signed by the parties. If any provision of the Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then such provision(s) will be construed to reflect the intent of the invalid or unenforceable provision(s), with all other provisions remaining in full force and effect. The failure of either party to enforce any right or provision in the Agreement will not constitute a waiver of such right or provision unless acknowledged and agreed to by such party in writing.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written:

**EVENTABLE**

\_\_\_\_\_  
signature

\_\_\_\_\_  
name

\_\_\_\_\_  
title

**CUSTOMER**

\_\_\_\_\_  
signature

\_\_\_\_\_  
name

\_\_\_\_\_  
title