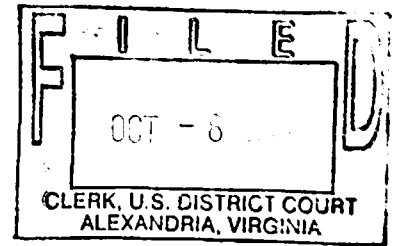


**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF VIRGINIA
Alexandria Division**



CVENT, INC.
8180 Greensboro Drive
McLean, VA 22102,

Plaintiff,

v.

EVENTBRITE, INC.
410 Townsend Street
San Francisco, CA 94107

and

STEPHAN FOLEY
39-55 51st Street, Apartment 2A
Woodside, NY 11377,

Defendants.

Civil Action No. 1:10-cv-481(LMB)

CONSENT ORDER

Plaintiff Cvent, Inc. ("Cvent") and Defendant Eventbrite, Inc. ("Eventbrite") hereby stipulate and agree as follows:

1. For a period of two (2) years, Eventbrite shall not implement a venue directory section of its website. For purposes of this agreement, "venue directory" shall mean a section of the website which displays to the users listings and information concerning hotels, restaurants, and other venues in a selected city or area. Nothing herein shall prohibit Eventbrite from providing information to users about any venue connected with an event

for which Eventbrite is providing or has provided any service, or from linking to other websites, such as travel agencies or hotel chains, which provide such services.

2. Eventbrite is prohibited from engaging in any mass downloading (commonly known as “web scraping”) of data from Cvent’s website, whether by manual or by automatic means, and shall not induce, encourage, cause or materially contribute to any other person or entity doing the same. Eventbrite shall notify its employees, contractors, agents, joint venturers and consultants of the prohibition set out in this Paragraph, and make reasonable efforts to ensure that they comply with those prohibitions.
3. Eventbrite shall for three (3) years maintain an automated IP block which prevents any access from Eventbrite’s domain to the cvent.com and events.cvent.com domains.
4. In the event that Cvent believes Eventbrite has violated the terms of this Order, Cvent shall provide notice to Eventbrite of the alleged breach. Cvent shall not institute proceedings for violation of this Order until seven (7) days after such notice; during such seven-day period, the parties are ordered to meet and confer regarding the alleged violation of this Order and efforts, if any, by Eventbrite to cure the alleged violation. Thereafter Cvent may seek enforcement of this Order if, following reasonable efforts to meet and confer, Cvent reasonably believes that the alleged violation remains uncured.

Dated: October 8, 2010

Respectfully submitted,

PLAINTIFF CVENT, INC.

/s/ Thomas Shakow

Paul C. Rauser (admitted *pro hac vice*)
Thomas Shakow (Va Bar No. 70291)
Oliver Garcia (Va Bar No. 70087)
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Attorneys for Cvent, Inc.


DEFENDANT EVENTBRITE, INC.

/s/ Deneen Melander

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Attorneys for Eventbrite, Inc.

SO ORDERED.

/s/ 
Leonie M. Brinkema
United States District Judge

Date: 10/8/10