

LICENSE AGREEMENT: GENERAL TERMS & CONDITIONS

- 1. Management.** Reed Exhibitions (a division of RELX Inc., a Massachusetts corporation) ("**Management**") shall manage the event (the "**Exhibition**") at the venue or venues (the "**Venue**"), both identified on the preceding page ("**Page 1**").
- 2. Application Acceptance.** If Management accepts the Application, Exhibitor shall receive a license (the "**License**") to participate in the Exhibition as an exhibitor. The License permits Exhibitor to occupy and utilize the booth area or other space assigned to it by Management (the "**Exhibit Space**") to exhibit permitted products at the Exhibition and to utilize, where applicable, Management provided services. Exhibitor acknowledges that its deposit shall be processed by Management upon receipt, but that such processing does not constitute an acceptance of the Application and does not grant Exhibitor a License. Exhibitor hereby acknowledges and represents to Management that Exhibitor has received and thoroughly read, understood and agrees with these General Terms & Conditions and Page 1.
- 3. License Agreement.** The "**License Agreement**" includes: (i) these General Terms & Conditions, (ii) Page 1, (iii) Exhibitor Manual, (iv) any Management attachment hereto or thereto and any other terms incorporated by reference herein or therein (as each may be amended solely by a duly authorized representative of Management), and (v) the rules and regulations of the Venue.
- 4. Interpretation.** Management shall, in its sole discretion, determine any dispute or conflict with respect to any matters not specifically covered by the License Agreement. Management shall have full power in the matter of interpretation, amendment and enforcement of the License Agreement.
- 5. Amendments.** Amendments to the License Agreement by a duly authorized representative of Management shall be incorporated herein, and Exhibitor shall be subject to the provisions of the License Agreement as so amended when written notification is sent to Exhibitor (which may be communicated by e-mail).
- 6. Payment; Late Fees; Collection Fees.** Exhibitor shall pay to Management all amounts due in accordance with Page 1. All fees due must be paid in full before Exhibitor shall be permitted to occupy the Exhibit Space. Failure to make payments pursuant to Page 1 shall subject Exhibitor to the late fee specified on Page 1 on all past-due balances owed to Management. Exhibitor shall pay any collection costs incurred by Management in collecting such balances owed, including, but not limited to, court costs, collection fees and attorney's fees.
- 7. Cancellation, Withdrawal & Downsizing; Liquidated Damages.** The parties agree that quantifying losses arising from Exhibitor's cancellation, withdrawal or downsizing of the Exhibit Space is inherently difficult, as Management shall incur expenses, allocate resources and take other actions in connection with the tasks necessary to facilitate and manage the Exhibition. The parties further agree that the agreed upon sum is not a penalty, but rather a reasonable measure of damages based upon the parties' experience in the exhibition industry and the nature of the losses that may result from such cancellation, withdrawal or downsizing of Exhibit Space. Exhibitor must provide written notice to Management for any cancellation, withdrawal or downsizing. The date Management receives such notice shall be the effective date of such cancellation, withdrawal or downsizing (the "**Effective Date**"). Any cancellation or withdrawal by Exhibitor entitles Management to the full amounts shown for Cancel/Withdraw on Page 1. If, at the Effective Date, Exhibitor has already paid fees in an amount greater than the liquidated damages amount owed, Management shall refund the difference between the amount already paid and the liquidated damages amount to Exhibitor.

If Exhibitor downsizes its originally agreed Exhibit Space requirements, it shall pay to Management (1) an amount equal to its revised financial obligation due for its decreased Exhibit Space requirements and (2) liquidated damages in the amount shown for Downsize on Page 1.
- 8. Advertisements.** All advertisements in any media with signed insertion orders are non-cancelable and non-refundable. All advertisements are subject to Management approval. Management may, at its sole discretion, reallocate any advertisement space. Management may offer new advertisement products or positions throughout the Exhibition cycle that may not be listed on the License Agreement.
- 9. Booth Service Package.** The booth service package, if any, is being provided as a service to Exhibitor. Any property that is purchased or leased in order to provide such service is merely incidental to the rendering of such service.

Thus, the provider of such service shall remit all applicable sales and use taxes, which are invoiced by such provider and collected by Management from Exhibitors and remitted to the provider, on such property when purchased or leased.

- 10. Set-off.** Management shall have the right to set-off against any amount which may be due from Management to Exhibitor, pursuant to the License Agreement or otherwise, any amounts owed to Management or its affiliates by Exhibitor or its affiliates for any reason. Management shall also have the right to apply any amounts received from Exhibitor under the License Agreement to any other amounts due to Management or its affiliates from Exhibitor or its affiliates.
- 11. Eligible Exhibits.** Exhibitor shall exhibit materials, products or services directly related to the Exhibition's industries and of specific interest to attendees. Management reserves the right to determine the eligibility of any product for display. Only Exhibitor's name or logo may appear on signage placed on the Exhibit Space and in the Exhibition exhibitor list. No exhibits or advertising shall be allowed to extend beyond or above the back and side rails of the Exhibit Space, without Management's prior written consent. Exhibits for the purpose of soliciting prospective employees, and employee-recruiting activity of any kind, are prohibited, without Management's prior written consent.

Only Exhibitor's products may be displayed in the Exhibit Space. Exhibits must be used solely for the purpose of promoting Exhibitor's products and/or services and shall not be used for other business purposes. Exhibitor shall not use the Exhibit Space to promote any other exhibition or conference without Management's prior written consent. Management rulings with regard to any Exhibit Space use are final.

Exhibitor's exhibit shall be admitted and permitted to remain solely by strict compliance by Exhibitor with the License Agreement. Management reserves the right to reject, eject or prohibit any exhibit, in whole or in part, Exhibitor or any of its representatives, upon Management's good faith determination that the same is not in accordance with the License Agreement. Management shall provide no refunds in the event of such rejection, ejection or prohibition.

Only a brand's owner or legal U.S. distributor may exhibit such brand at the Exhibition. Exhibitor must list its participating principals as the exhibitors-of-record. Management reserves the right to verify the identity and status of the brand's owner and the legal U.S. distributor. In the event of a conflict between a brand's owner and U.S. distributor, the brand's owner shall have the sole right to exhibit such brand at the Exhibition.

- 12. Permitted Publications.** Management reserves the right to determine the eligibility of any publication for display or distribution. Publications which contain advertisements purchased by exhibitors and which (a) are published only during the Exhibition or (b) otherwise target the Exhibition and its customers are not eligible products for display or distribution from any exhibit space or from anywhere in the Venue or its grounds. For the avoidance of doubt, non-official show dailies are not eligible products for display or distribution. Exhibitor shall not exhibit, offer for sale, give as a premium, hand out, distribute or advertise articles or publications not manufactured or sold in its own name.
- 13. Intellectual Property.** Management expects Exhibitor to respect the intellectual property rights of other parties. Exhibitor shall not display any product that is counterfeit or in any way infringes trademarks, copyrights, patents or other intellectual property of a third party. Exhibitor warrants that the names, logos, art work and other content Exhibitor or its agents submitted for use in any media (including, but not limited to, ads, the Exhibition website or any Exhibition publication) shall not infringe the intellectual property rights of any third party and shall not contain anything which is libelous, obscene, indecent, blasphemous or in any way unlawful. In cases of documented intellectual property infringements, Management reserves the right to exclude the infringer from current and future Exhibitions. However, this stipulation does not create an obligation for Management to take such action. Management does not accept liability for intellectual property infringements that may be committed by an exhibitor.
- 14. Intellectual Property Disputes Between Exhibitors: Service of Process & Orders.** Neither Exhibitor nor its agents (including, but not limited to, legal counsel or process servers) shall serve process on any other exhibitor during the hours the Exhibition is open to attendees. If Exhibitor has obtained a judicial/administrative relief order against another exhibitor, and Exhibitor has no reasonable alternative to serving such order on the other exhibitor during the Exhibition, then Exhibitor or its agent shall use their best efforts to serve such order during the hours the Exhibition is closed to attendees. Notwithstanding the foregoing, Exhibitor shall provide Management written

notice of the order obtained (including a copy of such order) so that a Management representative may escort Exhibitor or its agent to the booth of the exhibitor to be served and minimize any disruption to the Exhibition caused by such service. Exhibitor agrees to use its best efforts to resolve any intellectual property disputes with other exhibitors by no later than one week prior to the Exhibition's first move-in day for Exhibitors and in a location other than the Venue.

15. No Sub-Licensing. Exhibitor shall not sub-license, assign or transfer the Exhibit Space. Exhibitor shall not permit any person other than Exhibitor to occupy or conduct business in Exhibit Space, or any part thereof, without Management's prior written consent.
16. No Assignment. This License Agreement (and License granted hereunder) is non-assignable by Exhibitor. Any attempted assignment of the License Agreement or License by Exhibitor shall be null and void and shall constitute a breach, resulting in termination of the License Agreement and cancellation of the License. Management may assign the License Agreement at any time to its affiliate or any owner/purchaser of the Exhibition, by operation of law or otherwise.
17. Custom Booths. If Exhibitor shall use a custom booth in the Exhibit Space, it shall provide Management promptly upon request (and no later than 30 days prior to the Exhibition) detailed constructions drawings showing all dimensions and orientation of such custom booth.
18. Exhibitor Conduct. Retail sales are prohibited during the Exhibition and entitle Management to shut down the Exhibit Space and remove Exhibitor from the Venue. Subject to the foregoing, Exhibitor may distribute samples, souvenirs, permitted publications and similar items, or conduct other sales or sales promotion activities only from within the Exhibit Space. Management retains sole discretion to approve, control or prohibit which samples and other items may be distributed and where such samples may be distributed. Any Exhibitor demonstration, distribution or activity that results in obstruction of aisles or prevents ready access to other exhibitors' booths is prohibited and shall be suspended permanently or for any periods specified by Management.
19. Compliance Requirements. Exhibitor shall comply with all applicable laws, codes, ordinances, rules and regulations with regard to its participation in and activity at the Exhibition, and shall give all required notices and obtain all required authorizations, licenses, consents, approvals and permissions under such laws and from the Venue.
20. Union Work Rules. Exhibitor shall abide by union work rules and jurisdictions of the city and Venue, if applicable, including the Venue's exclusive services.
21. Good Neighbor Policy. Exhibitor shall operate the Exhibit Space so as not to annoy, endanger or interfere with the rights of other exhibitors or attendees. Management may, in its sole discretion, prohibit any action resulting in complaints from other exhibitors or attendees and which interferes with the rights of others or exposes them to annoyance or danger. Exhibitor's unreasonable interference with or inconvenience to the Exhibition, exhibitors or attendees shall be deemed a breach of the License Agreement.
22. Exhibitor Representatives; Exhibit Space. Exhibitor representatives shall be restricted to Exhibitor's employees and authorized representatives and must be 18 years of age or older. Management may, in its sole discretion, limit the number of Exhibitor's representatives in the Exhibit Space. Exhibitor's representatives shall at all times wear badge identification furnished by Management. Exhibitor acknowledges that it shall require its representatives to dress and conduct themselves in an appropriate and professional manner. Management reserves the right to determine, in its sole discretion, whether the character and attire of Exhibitor's representatives is acceptable. Exhibitor representatives must staff the Exhibit Space during all hours the Exhibition is open. Management may use tents and/or temporary exhibition facilities, as it deems necessary in its sole discretion.
23. Default in Occupancy. The actual occupancy by Exhibitor of the Exhibit Space is a material obligation of Exhibitor and is of the essence of the License Agreement. If the Exhibit Space is not occupied by the time set for completion of installation of displays, the Exhibit Space may be re-possessed by Management for any purpose it may see fit without in any way releasing Exhibitor from any liability hereunder.
24. Safety and Fire Laws; Electrical Safety; No Smoking. Exhibitor must strictly observe all applicable fire and safety laws and regulations. Drapes and all other cloth decorations must be flameproof. Wiring must comply with local fire department, governmental agency fire inspection ordinances and underwriters' rules. Smoking (including electronic cigarettes) in the Venue is forbidden. Crowding shall be restricted, and aisles and fire exits must not be blocked at any time. Products for display, signage, banners and decorations must not violate applicable fire codes. No storage behind exhibits is provided or permitted. Display wiring must exhibit all applicable seals of official approving agencies as may be required by the Venue. All displays must meet the building codes of the city in which the Exhibition takes place.
25. Exhibitor Breach. If Exhibitor breaches any of its obligations under the License Agreement, (1) Management may immediately, without notice, prohibit Exhibitor from exhibiting at the Exhibition and all future shows and exhibitions run by Management and terminate the License hereunder, (2) Management shall retain all amounts paid hereunder and Exhibitor shall pay Management any remaining balance outstanding according to Page 1 and (3) Management may pursue any other legal or equitable remedies to which it is entitled. Further, Management may thereupon direct Exhibitor to immediately remove its employees, any of its representatives and agents, its merchandise and other property from the Venue.
26. Resolution of Certain Disputes. If there is a dispute or disagreement between (1) Exhibitor and an official contractor, (2) Exhibitor and a labor union or labor union representative or (3) Exhibitor and one or more exhibitors, Management's interpretations of the rules governing the Exhibition and its actions or decisions concerning the dispute or disagreement and its resolution shall be binding on Exhibitor.
27. Exhibitor Directory, Exhibition Website & Exhibition Publications. Exhibitor authorizes Management to publish Exhibitor's directory entry on the Exhibition website, in the official catalogue for the Exhibition and in any other directory relating to the Exhibition or relevant industry. Exhibitor is required to complete its own directory entry on the Exhibition website. If Exhibitor fails to complete its directory entry on the Exhibition website, Management shall be entitled to enter Exhibitor's details from Page 1 and an exhibit description from a previous Exhibition year (if available) on its behalf. Management shall not be liable for any omissions, misquotations or other errors, including, without limitation, any which appear in the Exhibition directory, on the Exhibition website, in the official catalogue of the Exhibition or any other media.
28. Publicity & Promotion; Permissions; Privacy. Exhibitor gives Management the permission to use Exhibitor's name, logo and products and the likeness of any person or products exhibited in all media formats (whether now known or hereafter existing) in connection with the promotion and publicity of the Exhibition. Exhibitor waives all rights to inspect or approve the finished product. Exhibitor also waives all rights to royalties or other compensation arising out of or related to use of Exhibitor's name, logo and products and the likeness of any Exhibitor personnel in such advertising media. Management will process Exhibitor personal data subject to the Reed Exhibitions Privacy Policy at <http://www.reedexpo.com/privacy-policy> and all applicable privacy data protection laws and regulations.
29. Photography. The photographic rights for the Exhibition are reserved to Management, but Exhibitor may request photography services from the official photographers, if desired. All other photography is strictly prohibited without Management's prior written consent in advance of the Exhibition. Photographing other exhibitors' booths or products is strictly prohibited, and such violations may result in ejection from the Exhibition and/or confiscation of camera equipment.
30. Damage to Property. Exhibitor is liable for any damage it or its agents cause to the Venue's floors, ceilings, walls or columns, or to standard booth equipment, or to other exhibitors' property.
31. Indemnity. Exhibitor shall indemnify and hold harmless Management, the Exhibition's owner(s) and sponsors, the Venue owner, and the city in which the Exhibition is being held if the city owns the Venue, and each of their respective officers, directors, employees and other agents, from and against all claims, losses, suits, damages, judgments, expenses, costs (including, without limitation, reasonable legal fees) and charges of every kind arising out of or resulting from (1) its execution of the License Agreement or its occupancy of the Exhibit Space or presence at the Exhibition, (2) the actions, inactions or negligence of Exhibitor, its agents, representatives or employees (including Exhibitor appointed contractors), (3) the breach by Exhibitor of the intellectual property rights of any third party, whether knowingly or unknowingly, and whether intentionally or unintentionally (including, but not limited to, the sale or distribution of pirated goods and counterfeits/"knock-offs" of existing products and services), (4) Exhibitor's submissions to Management related but not limited to ads, Exhibitor director, the Exhibition website and Exhibition publications (5) Exhibitor's allegations of infringement

against another exhibitor, including Exhibitor's service of process on another exhibitor, (6) Exhibitor's service of a judicial/administrative order on another exhibitor, (7) Exhibitor's use of music or (8) Exhibitor's violations of any legal and/or regulatory requirements.

32. Limitation of Liability. Management shall not be responsible for and shall have no liability resulting from loss or damage to displays or goods belonging to Exhibitor, whether resulting from, without limitation, fire, storms, acts of God, air conditioning or heating failure, theft, pilferage, disappearance, bomb threats, roof leaks, Exhibitor booth visitors and guests, shipments coming in or out of the Venue or Exhibit Space, inadequately packed property or other causes. All such items are brought to the Exhibition and displayed at Exhibitor's own risk, and should be safeguarded at all times. If Exhibitor's products to be exhibited and/or display materials fail to arrive, Exhibitor is nevertheless responsible for License fees. Management shall provide the services of a protective agency during the period of installation, show and dismantling, and Exhibitor agrees that the provision of such services constitutes adequate discharge of all obligations of Management to supervise and protect Exhibitor's property within the Exhibition. Exhibitor may furnish additional guards at its own cost and expense only with the prior written consent of Management. Management makes no representations or warranties with respect to the number of attendees or the demographic nature of such attendees.

33. Due Execution. If the individual holding herself/himself out as duly authorized to execute the License Agreement is not so authorized, he or she hereby covenants to indemnify Management (and its affiliates and their respective officers, directors, employees and other agents) from and against all claims, losses, suits, damages, judgments, expenses, costs (including, without limitation, reasonable legal fees) and charges of every kind caused by her/his execution of the License Agreement and (without limitation) shall be personally liable to Management for all payments that would have been payable to Management by Exhibitor had the License Agreement been duly executed on behalf of Exhibitor.

34. Insurance. Exhibitor shall maintain at its sole cost and expense and throughout the duration of the Exhibition Commercial General Liability (the "CGL") insurance coverage with a minimum combined single limit of US\$1,000,000, covering bodily injury (including death), personal injury, and property damage liability, with extraterritorial coverage. Such CGL insurance shall name as additional insureds Reed Elsevier Inc. and their affiliates, the Venue owner, the city in which the Exhibition is being held if the city owns the Venue and any additional party Management may reasonably request. Exhibitor shall also maintain at its sole cost and expense Workers Compensation insurance in an amount compliant with at least the statutory minimum, for employees participating in the Exhibition, as required by law. Exhibitor's failure to comply with the insurance requirements in this Section shall not relieve Exhibitor of its indemnification obligations pursuant to Section 32 above. **Exhibitor understands that neither Management nor the Venue maintains insurance covering Exhibitor's property, and it is the sole responsibility of Exhibitor to obtain such insurance.** Exhibitor must maintain property insurance covering Exhibitor's property on an "all risk" basis at all times, including, without limitation, when (as applicable) property is stored in vaults on the Exhibition floor. Certificates of Insurance must be available onsite during the Exhibition and must be furnished by Exhibitor if requested by Management.

35. Non-Force Majeure Changes to Dates, Venue or Exhibit Space by Management. Management may, in its sole discretion, change the dates and/or Venue for the Exhibition upon written notice to Exhibitor (which may be communicated by e-mail). Management shall not be liable for any costs, damages, fees or other expenses of Exhibitor as a result of any such changes. Additionally, Management reserves the right to relocate Exhibitor to any exhibit space within the Venue at any time. Management may retain any portion of Exhibitor's License fee paid pursuant to Page 1 and such amount shall be applied as though no change in date, Venue or Exhibit Space relocation had occurred. Any remaining payments due from Exhibitor shall be due in accordance with Page 1. Any cancellation of the License or withdrawal from the Exhibition by Exhibitor due to any change in date, Venue or exhibit space assignment shall be subject to liquidated damages as shown for Cancel/Withdraw on Page 1.

36. Force Majeure. If the Venue shall become, in the sole discretion of Management, unfit for occupancy, or the holding of the Exhibition or the performance of Management under the License Agreement are interfered with by virtue of a Force Majeure (as defined below), the License Agreement and/or the Exhibition (or any part thereof) may be terminated by Management or the Exhibition (or any part thereof) may be postponed and/or re-located by Management. Management shall not be responsible for delays, damage,

loss, increased costs or other unfavorable conditions arising by virtue of Force Majeure. A "Force Majeure" shall include, but not be limited to: fire; casualty; flood; epidemic; World Health Organization travel advisory or travel alert; earthquake; explosion or accident; blockade embargo; inclement weather; governmental restraints; restraints or orders of civil defense or military authorities; act of public enemy; riot or civil disturbance; act or threatened act of terrorism, strike, lockout, boycott or other labor disturbance; Venue cancellation, inability to secure sufficient labor; technical or other personnel failure; impairment or lack of adequate transportation facilities; inability to obtain condemnation, requisition or commandeering of necessary supplies or equipment; local, state or federal laws, ordinances, rules, orders, decrees or regulations whether legislative, executive or judicial, and whether constitutional or unconstitutional; or acts of God or any other cause or causes not reasonably within the control of Management.

Termination of License Agreement and/or Exhibition. If Management terminates the License Agreement and/or the Exhibition (or any part thereof) as a result of a Force Majeure, then Management may retain such part of the License fee as shall be required to recompense it for expenses incurred up to the time such contingency shall have occurred, and there shall be no further liability on the part of either party. Management shall not be liable for any costs, damages, fees or expenses of Exhibitor as a result of such termination.

Postponement; Relocation. If Management postpones and/or relocates the Exhibition (or any part thereof) as a result of a Force Majeure, then Management shall be entitled to retain the portion of the License fee paid to date and said amount shall be applied to the Exhibition as though no postponement and/or re-location of Venue had occurred. Any remaining payments from Exhibitor shall be due in accordance with Page 1. If Exhibitor cancels participation because Management postpones and/or re-locates the Exhibition, Exhibitor shall be subject to liquidated damages as shown for Cancel/Withdraw on Page 1. Further, Management shall not be liable for any costs, damages, fees or expenses of Exhibitor as a result of such postponement and/or re-location.

37. Admission of Attendees. Management shall have sole control over admission policies at all times. See Exhibition website for the attendee admission policy.

38. Notices. Any notices to Management shall be given in writing by e-mail (with confirmation of receipt), courier service, hand delivery, registered mail, certified mail, overnight mail or overnight courier, return receipt requested, postage prepaid to 383 Main Ave. Norwalk, CT 06851, or at such other address as may from time to time be designated by Management.

39. Governing Law; Forum Selection Clause. This License Agreement is deemed to be entered into in the State of New York and governed by the laws of the State of New York, without regard to its conflicts of laws principles. Exhibitor consents to the jurisdiction of the state and federal courts of the State of New York for the resolution of any and all disputes and claims arising in connection with the License Agreement. Management, however, shall not be obligated to enforce its rights in the State of New York, and instead, may enforce its rights in any other proper jurisdiction. Exhibitor waives any claims as to lack of personal or subject matter jurisdiction and agrees that it is subject to the jurisdiction of the State of New York.

40. Reservation of Rights. Management reserves the right to take any action that is reasonably necessary in the sole judgment of Management for the protection of the Exhibition and/or the participants, including, but not limited to, exhibitors and attendees.

41. Entire Agreement; Integration of License Agreement; Non-Reliance. This License Agreement contains the entire agreement between Management and Exhibitor. Exhibitor acknowledges that in entering into the License Agreement it has not relied on, and shall have no right or remedy in respect of, any statement, representation, assurance or warranty (whether made negligently or innocently) other than as expressly set out in the License Agreement.