

SCHEDULE A
GENERAL TERMS & CONDITIONS

1. Definitions; Materials.

(a) Definitions. "Management" shall be defined as Reed Exhibitions, a division of RELX Inc. ("Reed Exhibitions"), the "Exhibitor" shall be defined as the organization receiving the License under this Agreement; and the "Event" shall be defined as the "2020 National Hardware Virtual Show" virtual exhibition operated by Management.

(b) Materials. Any materials provided hereunder, including any image(s), logo(s), advertisement(s) and/or promotional copy, plan(s), data, lists, course materials, and other materials, if any (including, with respect to Exhibitor, any content described in this Agreement (the "Content") to be provided by Exhibitor hereunder and all materials contained within such Content) (collectively, the "Materials"), do not and will not infringe any copyright, patent, trade secret, trademark or other proprietary rights of any third-party and shall not violate, or cause the violation of the privacy rights of any third-party.

(c) Materials License. The recipient of the Materials may use the Materials solely for the purposes set forth in this Agreement.

(d) No Rights Granted. The recipient agrees that nothing herein shall be deemed a grant of any intellectual property rights or other rights to use the Materials for any products or processes for profit-making or commercial purposes.

(e) Other Obligations. The Materials will not be used in research that is subject to consulting or licensing obligations to another recipient, corporation or business entity unless written permission is obtained from the discloser.

(f) Opt-Out. Each person as to whom email addresses are provided can or will be categorized as an "opt-in" recipient by his, her or its agreement with such Party to receive information via email from a third-party, and has not notified such Party of his, her or its desire not to receive email (i.e., no such person has "opted out" of the receipt of email from a third-party with respect to such Party).

2. Payment Terms.

(a) Exhibitor shall pay to Management all amounts due in accordance with this Agreement. All fees due must be paid in full before Exhibitor shall be permitted to access the Virtual Space or the Event, or receive the benefits of the provided by Management hereunder (the "Package"). Payments made after the date such payment is due shall accrue interest from the date due until fully paid at a rate equal to the highest rate permitted under New York law. 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. Management has the right to offer new products or positions through the show cycle that may not have been offered to or selected by Exhibitor.

(b) The Parties agree that quantifying losses arising from Exhibitor's cancellation or withdrawal of the Virtual Space and/or the Package 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 Event. 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 or withdrawal of Virtual Space and/or the Package. Exhibitor must provide written notice to Management for any cancellation or withdrawal. The date Management receives such notice shall be the effective date of such cancellation or withdrawal (the "Notification Date"). Any cancellation or withdrawal by Exhibitor entitles Management to the full amounts shown for cancel/withdraw in this Agreement. If, at the Notification Date, Exhibitor has already paid fees in an amount greater than the liquidated damages amount owed, Management shall refund to Exhibitor the difference between the amount already paid and the liquidated damages amount.

(c) Management shall have the right to set-off against any amount which may be due from Management to Exhibitor, pursuant to the 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 Agreement to any other amounts due to Management or its affiliates from Exhibitor or its affiliates.

3. Ownership and Intellectual Property.

(a) If Management accepts the application, Exhibitor shall receive a license (the "License") to participate in the Event as an exhibitor. The License permits Exhibitor to utilize one (1) exhibitor virtual showroom within the Event or other virtual space provided to Exhibitor by Management (the "Virtual Space"), to exhibit permitted products on the Virtual Space within the Event, 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.

(b) Management shall manage the Event which shall be distributed via the digital distribution platform(s) determined by Management in its sole discretion (collectively, the "Platform"). Management shall have sole control over admission and registration policies for the Event at all times. See Event website for the attendee admission policy. Exhibitor acknowledges that Management is the sole and exclusive owner of (or the co-owner of, or the exclusive licensee to, as the case may be) each Event named in this Agreement and all interests related thereto, the goodwill associated therewith, and all of the tangible and intangible assets related thereto, including, without limitation, the names, trade dress, marks and logos of each Event as well as any new shows or events launched in conjunction with any existing Events.

(c) Except as expressly provided herein, Management shall have sole authority over all aspects of the planning, promotion, production and operation of each Event, including without limitation, determining the final distribution platform, scheduling, rescheduling, sponsors, endorsements, and attendance fees.

(d) Each Party retains all right, title and interest in and to any Materials which such Party provides to the other Party in the performance of this Agreement.

(e) Exhibitor represents and warrants that Exhibitor is the sole and exclusive owner of (or co-owner or licensee to, as the case may be) the Materials distributed by Exhibitor in connection with this Agreement and/or provided to Management by Exhibitor under this Agreement, including, but not limited to the Materials within the Content, and that Management's use of such Materials in accordance with the terms of this Agreement will not infringe any copyright, patent, trade secret, trademark or other proprietary rights of any third-party and may be used by Management without any restrictions of any kind and without the need for any payments to any third parties.

(f) Exhibitor shall not market, sell or display any product on their Virtual Space which 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 Exhibitor Representatives submitted for use in any media (including, but not limited to, ads, the Event website or any Event 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. Any exhibitor determined to be involved in unauthorized or infringing activity, will be subject to removal from the current and future Events. 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 the Exhibitor.

(g) Intellectual Property Disputes Between Exhibitors. In connection with any intellectual property issues between exhibitors, the "Addendum – IP Issues and Procedures" in the Exhibitor Manual (as defined herein) and/or on the Event's website shall apply.

(h) Lead Retrieval. All data collected by Exhibitor through Management supplied lead retrieval systems is in all respects the exclusive property of Management and hereby licensed to Exhibitor.

4. 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 Event cycle that may not be listed on the Agreement.

5. Eligible Exhibits. Management shall provide one (1) license to the Virtual Space solely for Exhibitor's use on the Platform during the Event, provided that, with the exception of the costs to operate the Platform, Exhibitor shall be solely responsible for any and all expenses associated with the Virtual Space. Unless otherwise stated in this Agreement, Management may specify or direct: (a) where and through which digital distribution platforms or services the Event will be distributed; (b) when and how long the Event will occur; and/or (c) other general directions regarding the Event. Exhibitor acknowledges that Management content or the content of third parties may be included in the Event and that Management may reasonably change Event in order to accommodate unexpected events, including, without limitation, technical difficulties or other aspects of the Event being delayed, ending earlier than expected or later than expected. In connection with the Event, Exhibitor hereby grants to Management a royalty-free, irrevocable, sublicensable right to publish, reproduce, adapt, transmit, distribute, broadcast, display, communicate, and otherwise use the Exhibitor Materials as described hereunder in connection with the Event. Exhibitor hereby acknowledges and agrees that Exhibitor shall have no right of approval, no claim for additional compensation, and no claim (including, without limitation, claims based upon invasion of privacy, defamation, or right of publicity) arising out of or in connection with Management's distribution of the Exhibitor Material, provided such distribution is as described in this Agreement.

Exhibitor shall exhibit materials, products or services directly related to the Event's industries and of specific interest to attendees. Management reserves the right to determine the eligibility of any materials, products or services for display within the Virtual Space. Promptly upon Management request, Exhibitor shall provide Management with a written summary of their intentions for the Virtual Space (the "Exhibit Plan"). Management reserves the right to require changes to such Exhibit Plan in its sole discretion, provided, however, that any Management review of the Exhibit Plan or requirements related to the Exhibit Plan shall in no way shift the liability with respect to the Virtual Space from Exhibitor to Management. 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 Virtual 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 Virtual Space to promote any other exhibition or conference without Management's prior written consent. Management rulings with regard to any Virtual Space use are final.

Exhibitor's participation in, and continued access to, the Event are each subject to Exhibitor's strict compliance with this Agreement, as determined by Management in Management's sole discretion. Management reserves the right to reject, eject or prohibit any exhibit (in whole or in part), Exhibitor, or any Exhibitor Representatives (as defined herein) upon Management's good faith determination that the same is not in compliance with the 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 Event. 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 Event.

6. Exhibitor Conduct. Retail sales are prohibited during the Event and entitle Management to shut down the Virtual Space and remove Exhibitor from the Platform. At all times during the Event, all Exhibitor

Representatives (as defined herein) who participate in or access the Event must comply with the Event's attendee terms and conditions and codes of conduct, each as made available on the official Event website and may be updated from time to time. Management will have no responsibility for supervision or control over any Exhibitor Representatives in connection with the Event. Management will have no obligation or responsibility for workers compensation, taxes or withholding, benefits or insurance for Exhibitor Representatives.

7. Compliance Requirements. Exhibitor shall comply with all applicable laws, codes, ordinances, rules and regulations with regard to its participation in and activity at the Event and shall give all required notices and obtain all required authorizations, licenses, consents, approvals and permissions under such laws and from the Platform. In the event there are material changes to applicable laws, codes, ordinances, rules or regulations (including those of the Platform) which may have the effect of changing whether or not Exhibitor's contemplated activities in connection with the Event are legal and/or permissible, as determined by Management in its sole discretion, Exhibitor acknowledges and agrees that Management shall have a right to terminate this Agreement and Management shall not be liable for any costs, damages, fees or other expenses of Exhibitor as a result of any such termination.

8. Good Neighbor Policy. Exhibitor shall operate the Virtual 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 Event, exhibitors or attendees shall be deemed a breach of the Agreement. Management may terminate any Agreement immediately without notice to Exhibitor upon Management's reasonable, good faith determination of Exhibitor's violation of this Good Neighbor Policy. Upon such termination, Exhibitor shall lose access to the Event.

9. Exhibitor Representatives. All authorized Exhibitor employees, as well as authorized representatives, guests, and agents, who access the Event via credentials provided by Management to Exhibitor (each an "Exhibitor Representative" and collectively the "Exhibitor Representatives") must be 18 years of age or older and, by virtue of participating in the Event, Exhibitor and such Exhibitor Representatives agree that Exhibitor Representatives shall be bound by the Event attendee terms and conditions, located on the official Event website, and any additional terms and conditions thereto. Management may, in its sole discretion, limit the number of Exhibitor Representatives accessing the Event at any time. Exhibitor acknowledges that it shall require Exhibitor Representatives to conduct themselves in an appropriate and professional manner. Management reserves the right to determine, in its sole discretion, whether the behavior of any Exhibitor Representative is acceptable.

10. Exhibitor Breach. If Exhibitor breaches any of its obligations under the Agreement, (1) Management may immediately, without notice, prohibit Exhibitor from accessing the Event, deactivate the Virtual Space, and/or terminate the License hereunder, (2) Management shall retain all amounts paid hereunder and Exhibitor shall pay Management any remaining balance outstanding according to this Agreement, and (3) Management may pursue any other legal or equitable remedies to which it is entitled. Further, Management may remove any or all Exhibitor Materials from the Platform.

11. Exhibitor Directory, Event Website & Event Publications. Exhibitor authorizes Management to publish Exhibitor's directory entry on the Event website, on the Platform, in the official catalog for the Event and in any other directory relating to the Event or relevant industry. Exhibitor is required to complete its own directory entry on the Event website and/or the Platform; provided that Exhibitor acknowledges and agrees that Management may prepopulate the Event Website and/or the Platform on Exhibitor's behalf with information which Exhibitor previously provided to Management (if available). Exhibitor may update, change, or remove any such prepopulated information at any time by contacting Management. Management shall not be liable for any omissions, misquotations or other errors, including, without limitation, any which appear in the Event directory, on the Event website, in the official catalogue of the Event or any other media. The personal data provided by the Exhibitor to Management is necessary for the fulfillment, administration, management

and execution of the Agreement and may be provided to Management's affiliate(s), the Platform and their subcontractors for that purpose. The individual identified on this Agreement and later in communications as the contact person for the Exhibitor may be contacted by Management, Management's affiliate(s), the Platform and their subcontractors for the purposes of facilitating the participation of the Exhibitor at the Event which may also include entry of the Exhibitor on the Event website and in the Event directory, arranging introductions to or appointments with certain Event visitors, and appropriate marketing of related services and products, subject to the Event's privacy policy which is displayed on the Event website.

12. Publicity & Promotion; Permissions; Privacy. Exhibitor gives Management the permission to use the Exhibitor Materials, in all media formats (whether now known or hereafter existing), worldwide, in connection with the promotion and publicity of (i) the Event (including future editions thereof) and (ii) Management's business, services or products (collectively, the "**Promotional Use**"). "**Exhibitor Materials**" shall mean the Materials provided or displayed by Exhibitor in connection with the Event. As between Management and Exhibitor, except for the Exhibitor Materials (as defined herein), Management shall own all rights to the Event and the results and proceeds therefrom, worldwide, in all media formats (whether now known or hereafter existing). Exhibitor waives the right to inspect or approve any finished product created for the Promotional Use and Exhibitor also waives all rights to royalties or other compensation arising out of or related to Management's use of the Exhibitor Materials. If applicable, Management will process Exhibitor personal data subject to the Reed Exhibitions Privacy Policy at <https://privacy.reedexpo.com> and all applicable privacy and data protection laws and regulations.

13. Representations and Warranties. Exhibitor represents, warrants and covenants that:

(a) Capacity. Exhibitor has the authority to enter into the Agreement.

(b) Authority. The execution, delivery and performance of this Agreement, the fulfillment of and the compliance with the respective terms and provisions thereof, and the due consummation of the transactions contemplated thereby, have been duly and validly authorized by all necessary corporate action of the Exhibitor (none of which actions have been modified or rescinded, and all of which actions are in full force and effect).

(c) Execution. This Agreement has been duly executed and delivered.

(d) Enforceability. This Agreement constitutes a legal, valid, and binding obligation, enforceable in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium, or similar laws relating to or affecting generally the enforcement of creditors' rights.

(e) Performance. Exhibitor shall perform the services for Management in a timely, professional and competent manner, to the satisfaction of Management.

(f) Organization. Exhibitor is duly organized, validly existing and in good standing under the laws of its State of organization;

(g) Taxes. Exhibitor will calculate, report, and remit all sales, use, excise, or similar taxes related to its performance under this Agreement;

(h) Non Infringement. Exhibitor is the sole and exclusive owner of the Exhibitor Marks (as defined herein), and Management's use of such Exhibitor Marks and/or any Exhibitor Materials in accordance with the terms of this Agreement will not infringe any copyright, patent, trade secret, trademark or other proprietary rights of any third-party. Additionally, Exhibitor represents and warrants that the Exhibitor Materials do not contain any viruses, adware, spyware, worms, bombs, or other harmful or malicious code. Management assumes no liability for any Exhibitor Materials or for any loss or damage resulting therefrom.

(i) Non-Exclusivity. Exhibitor acknowledges that Management may enter into agreements with other parties for similar services.

(j) Compliance with Laws. Exhibitor shall at all times during the Term comply with (i) all Applicable Laws relevant to its duties, obligations and performance under this Agreement, including Applicable Laws concerning bribery, including commercial bribery, corruption and related matters; and (ii) the Code (as defined below). Exhibitor acknowledges that Management's parent company has a principal place of business in the United Kingdom, and that English, United States, and other international anti-bribery laws and regulations regulate Management's activities.

(i) Save for Permitted Expenses (as defined below), Exhibitor shall not offer, promise, pay, give or authorize (tacitly or otherwise) any financial or other advantage, directly or indirectly: (i) to any commercial contact in connection with Management's business; or (ii) to any Official (as defined below) in connection with either obtaining a business advantage for Management or improperly performing any function; in either case even if such an act is permitted under local law. Exhibitor represents and warrants that no such commercial contact or any Official holds any financial interest in Exhibitor, or has any remunerated connection with it, or owes duties to, or is owed duties, by it, save as disclosed in advance to Management. Exhibitor shall not accept any financial or other advantage from any person as an inducement or reward for any act or forbearance or in connection with any matter or business transacted by or on behalf of Management. Exhibitor shall promptly report any apparent breach of the preceding clauses in this paragraph to Management. Exhibitor shall (i) maintain accurate and complete records of all expenditures related to its performance of this Agreement and make such records available to Management and/or any person authorized by Management on reasonable notice; (ii) answer, in reasonable detail, any written or oral enquiry from Management related to the Exhibitor's compliance with this paragraph; and (iii) facilitate the interview of staff employed by Exhibitor (or any agent of Exhibitor) at any reasonable time specified by Management related to Exhibitor's compliance with this paragraph.

(ii) For purposes of the preceding paragraphs, "**Applicable Laws**" means all applicable laws, ordinances, codes, regulations, standards and judicial or administrative orders, including, but not limited to, those of the United States and the United Kingdom; "the Code" means the RELX Code of Conduct for Suppliers, which is available at <http://www.relx.com/corporateresponsibility/policies/Pages/Home.aspx>; "Official" means any (i) official or employee of any government or any instrumentality of government or any government-owned, operated or controlled entity (including without limitation state-run universities, hospitals or libraries); (ii) political party or party official; or (iii) any candidate for public office; and "Permitted Expenses" means reasonable and bona fide travel, lodging and related expenses of a modest nature, which are directly related to the promotion, demonstration or explanation of products or services or the performance of an existing contract, and provided that such payments are permissible under all Applicable Laws. Management shall have the right to terminate this Agreement on no notice, without liability, for breach of any provisions of this Section.

(k) No Conflicts. The execution, delivery and performance of this Agreement will not result in:

(i) A violation of each Party's certificate of incorporation or bylaws;

(ii) A violation of any law, judgment or order applicable to each Party; or

(iii) A conflict with, or result in a breach of, or constitute a default, or give rise to any right of termination, acceleration or cancellation, under any material contract.

(l) Privacy. If Exhibitor Processes any Personal Information as part of its performance under this Agreement, Exhibitor shall comply with all applicable obligations set forth in the RELX Privacy and Data Protection Requirements for Suppliers available at <https://www.relx.com/corporate-responsibility/being-a-responsible-business/supply-chain> and incorporated herein by reference. Any terms used but not defined in this Section shall have the meanings provided in the RELX Privacy and Data Protection Requirements for Suppliers.

14. Confidential Information and Confidential Materials.

(a) Any Confidential Materials or Confidential Information (both as defined below) which were exchanged by the Parties prior to the Effective Date in connection with the subject matter of this Agreement shall be deemed to be covered by this Section as if they had been exchanged after the Effective Date, except where the exchange was already covered by a confidentiality or non-disclosure agreement made between or otherwise governing exchanges between the Parties.

(b) For purposes of this Agreement, "Confidential Materials" means any and all tangible media which is either clearly marked "Confidential" or would be deemed confidential by a reasonable person receiving such information and is provided by one Party to the other in connection with this Agreement. "Confidential Information" means any information contained in any Confidential Materials or which a reasonable person would consider confidential based on the circumstances or the nature of the information, such as business, financial, technical, sales or customer information, product development plans, source code, technology, specifications, processes, diagrams, manuals, unpublished content and personal data, and which is disclosed by or on behalf of one Party (the "Disclosing Party") to the other Party (the "Receiving Party") in connection with this Agreement, but Confidential Information shall not include any such information which (i) was in the public domain prior to the execution of this Agreement, (ii) becomes part of the public domain through no wrongful action by the Receiving Party; (iii) was already known by the Receiving Party without an obligation of confidentiality; or (iv) is independently developed by the Receiving Party without the use of or access to the Confidential Information.

(c) The Receiving Party shall hold Confidential Information in confidence using the same degree of care as it normally exercises to protect its own confidential or proprietary information, but in no event shall it use less than reasonable care, and it shall not disclose or transfer Confidential Information without the prior written consent of the Disclosing Party. The Receiving Party may use Confidential Information solely for the purpose of exercising its rights or performing its obligations under this Agreement and may disclose Confidential Information to its, and its Affiliates', employees, contractors and subcontractors, solely on a need-to-know basis. The Parties agree that any breach of this provision would cause irreparable injury not adequately compensable with monetary damages. Accordingly, in addition to any rights otherwise available at law, in equity or by statute, the non-breaching Party is entitled to seek injunctive and other equitable relief on behalf of itself and its Affiliates. At any time, the Disclosing Party may provide a written request to the Receiving Party requiring the Receiving Party to destroy or return, at the Receiving Party's discretion, any Confidential Information of the Disclosing Party in the possession or control of the Receiving Party and certify the completion of such to the Disclosing Party. "Affiliate" means those persons or entities located in various countries throughout the world which directly, or indirectly, individually or in combination, Control the Exhibitor or Management, are Controlled by the Exhibitor or Management, or are under common control with the Exhibitor or Management, which Control is now existing or hereafter created or acquired. "Control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and operating policies of a corporation, partnership, joint venture, organization or other business formation through the ownership of voting securities, contract, voting trust, or otherwise.

(d) If the Receiving Party is requested or required by law (by oral questions, interrogatories, requests for information or documents, subpoena, civil investigative demand or similar process) to disclose any Confidential Information, the Receiving Party shall provide the Disclosing Party with prompt notice of such request(s) (if permitted by law) so that the Disclosing Party may seek an appropriate protective order or other appropriate remedy and/or waive compliance with the confidentiality provisions of this Agreement. If such protective order or other remedy is not obtained, or if the Disclosing Party grants a waiver hereunder, the Receiving Party may furnish that portion (and only that portion) of the Confidential Information which the Receiving Party is legally compelled to disclose and will exercise its commercially reasonable efforts to obtain reliable assurance that confidential treatment will be accorded to the Confidential Information so furnished.

15. Use of Trademarks.

(a) Exhibitor hereby grants to Management a limited, non-transferable, non-exclusive worldwide royalty-free right and license to use, publish, reproduce, and distribute, in any medium or form whatsoever, Exhibitor's and its Affiliates' names, trademarks, logos and service marks and the names and likenesses of its officers (the "Exhibitor Marks") in connection with the Event(s) and Management's distribution of the Content. Notwithstanding the foregoing, the Exhibitor Marks and the goodwill associated therewith at all times shall remain the sole and exclusive property of Exhibitor.

(b) Management hereby grants to Exhibitor a limited, non-transferable, non-exclusive worldwide royalty-free right and license to use, publish, reproduce, and distribute, solely in connection with marketing materials developed by Exhibitor which promote the Event or such other obligations as stated in this Agreement, Management's name, the Event's name, the Event trademarks, the Event logos and the Event's service marks (the "Management Marks"); provided that, Management shall have the right to approve all uses of Management Marks prior to use by Exhibitor. Notwithstanding the foregoing, the Management Marks and the goodwill associated therewith at all times shall remain the sole and exclusive property of Management.

16. Marketing and Promotions. To the extent Exhibitor (and/or any third parties hired by or acting on behalf of Exhibitor) manages, operates, administers, runs, or is otherwise responsible for one or more sweepstakes, contests, giveaways, or any other chance- or skill-based promotions in connection with this Agreement (each, a "Promotion"), Exhibitor represents and warrants that Management shall not be a sponsor, endorser, or administrator of such Promotion and that Management is not affiliated with or responsible for any aspect of any such Promotion in any way. Exhibitor further represents and warrants that the official rules for each Promotion will explicitly release and hold harmless Management and each of its parents, subsidiaries, Affiliates, and divisions; and each of their respective directors, officers, employees, agents, shareholders and successors, as well as any other party that may be indicated to Exhibitor by Management, from any and all liability associated with such Promotion.

17. Publicity. Neither Party shall issue any press release or other public announcement related to this Agreement, written or oral, without the prior written consent of the other Party, except as required by law or a court order.

18. Termination.

(a) Either Party shall have the right at any time to terminate this Agreement, effective upon the other Party's receipt of termination notice, without prejudice to any other legal rights to which such terminating Party may be entitled, upon the occurrence of any one or more of the following: (i) upon material default by the other Party in performance of any of the provisions of this Agreement, which default is not cured within 30 days following written notice of such default, or if such default occurs during the Event, such default is not cured within two hours of delivering actual notice of such default; (ii) the admission in writing by the other Party of the inability to pay debts generally as they become due or the taking of any corporate action tantamount to such admission; (iii) the other Party's ceasing to do business as a going concern; or (iv) the other Party making any assignment for the benefit of creditors.

(b) Management may terminate this Agreement (i) for convenience by providing the other Party with thirty (30) days' advance notice of termination; or (ii) immediately upon Exhibitor's violation of Section 15 of these General Terms & Conditions.

(c) If this Agreement is terminated as described in either subsection (a) or (b) above, Management shall not be liable for any costs, damages, fees or expenses of Exhibitor as a result of such termination.

19. Insurance.

(a) Insurance Coverage. Throughout the term of this Agreement and the duration of the Event, Exhibitor shall maintain at its sole cost and expense (i) workers compensation insurance in the amount required by statute for employees participating in the Event, as required by law; (ii) Professional

liability insurance including Cyber Liability/Tech Errors & Omissions, Network Security and Privacy Liability Insurance in a minimum amount of \$2,000,000 aggregate coverage per policy year; and (iii) comprehensive general liability insurance with a limit of not less than \$2,000,000 per claim, covering bodily injury (including death), personal injury, property damage or other losses, with extraterritorial coverage, in connection with the provision of services by Exhibitor pursuant to the terms of this Agreement. Such CGL insurance shall name as additional insureds RELX Inc. and their affiliates, the Platform owner, and any additional party Management may reasonably request.

(b) Proof of Insurance. At Management's request, Exhibitor shall provide certificates or other acceptable evidence of insurance evidencing the foregoing coverage and shall provide Management with prompt written notice of any material change to the same. Such certificates must list the aforementioned policies and clearly list the required additional insureds.

(c) Exhibitor's failure to comply with the insurance requirements in this Section shall not relieve Exhibitor of its indemnification obligations under this Agreement.

20. Cancellation or Postponement.

(a) Force Majeure. If, in the sole discretion of Management, the holding of the Event or the performance of Management under the Agreement are interfered with by virtue of a Force Majeure (as defined below), the Agreement and/or the Event (or any part thereof) may be terminated by Management or the Event (or any part thereof) may be postponed by Management. A "Force Majeure" shall be any causes or circumstances beyond Management's reasonable control, including, without limitation, fire; storm; casualty; flood; epidemic; World Health Organization travel advisory or travel alert; earthquake; hurricane; explosion or accident; blockade embargo; inclement weather; governmental restraints; restraints or orders of civil defense or military authorities; war; act of public enemy; riot or civil disturbance; act or threatened act of terrorism, strike, lockout, boycott or other labor disturbance; Platform cancellation, inability to secure sufficient labor; power failure; equipment failure; Technical Impossibility (as defined below); local, state or federal laws, ordinances, rules, orders, decrees or regulations whether legislative, executive or judicial, and whether constitutional or unconstitutional; or other Act of God. Management shall not be responsible for delays, damage, loss, increased costs or other unfavorable conditions arising by virtue of Force Majeure.

(i) If, while this Agreement remains in effect Management determines that it is impossible or commercially unreasonable by reason of a cause or causes described in subsection (a) above to conduct an Event:

(1) the Event (including any conference/education component) shall be postponed until a period in which Management determines that it is feasible and commercially reasonable to hold such Event, the term of this Agreement shall, if necessary, be extended accordingly for a period of time sufficient to hold such postponed Event, such postponement shall not be deemed to be a breach or violation of the terms of this Agreement; and Management shall not be liable for any costs, damages, fees or expenses of Exhibitor as a result of such postponement. Management may retain the portion of the Fee paid to date and said amount shall be applied to the Event as though no postponement had occurred. Any remaining payments from Exhibitor shall be due in accordance with this Agreement. If Exhibitor cancels participation because Management postpones the Event, Exhibitor shall be subject to liquidated damages as shown for Cancel/Withdraw in this Agreement; or

(2) the Event and/or this Agreement shall be cancelled, and such cancellation shall not be deemed to be a breach or violation of the terms of this Agreement. Management shall not be liable for any costs, damages, fees or expenses of Exhibitor as a result of such cancellation. Management may retain such part of the Fee as shall be required to recompense it for expenses incurred up to the time such contingency shall have occurred, which, if such cancellation occurs within 120 days of the Event, the parties agree will be no less than 20% of the contracted amount, and there shall be no further liability on the part of either party.

(ii) As used herein, "Technical Impossibility" means that the Event, any part thereof or obligation hereunder of Management is delayed,

disrupted, technically impaired, or corrupted by infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical problems, failures, malfunctions or other causes beyond Management's control which may have destroyed, corrupted or undermined the security, integrity or feasibility of the Event or any portion thereof.

(b) Non-Force Majeure Cancellation. All obligations hereunder with respect to an Event shall automatically terminate if, for any reason whatsoever, Management cancels such Event. Such termination shall not constitute a material breach hereunder and each Party shall be held harmless from any penalties, financial obligations and legal actions.

(c) Non-Force Majeure Changes to Dates, Platform or Virtual Space by Management. Management may, in its sole discretion, change the dates and/or Platform for the Event 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. Management may retain any portion of Exhibitor's Fee paid pursuant to this Agreement and such amount shall be applied as though no change in date, Platform or Virtual Space relocation had occurred. Any remaining payments due from Exhibitor shall be due in accordance with this Agreement. Any cancellation of the License or withdrawal from the Event by Exhibitor pursuant to this section shall be subject to liquidated damages as shown for Cancel/Withdraw in this Agreement.

21. Indemnification.

(a) Upon notification by Management of any claims, suits, or proceedings ("Claims") brought by a third-party that allege any aspect of Exhibitor's services or deliverables (including, but not limited to, the Content, the Virtual Space, or any Exhibitor-owned Materials used by Exhibitor hereunder) infringes a third-party's Intellectual Property Right, Exhibitor shall defend (if requested by Management), fully indemnify and hold Management, the Platform owner, and each of their Affiliates, directors, officers, employees, agents, shareholders, successors, customers and other end users of any deliverable and/or services ("Management Indemnitees") harmless from and against any and all actual or alleged claims, liabilities, losses, damages, costs, fees and expenses (including, but not limited to, legal and attorney fees and expenses) (collectively, "Liabilities") that are incurred by any Management Indemnitee in connection with such Claims. Exhibitor shall have the right, with the approval of Management, which approval shall not be unreasonably withheld, to settle any such claims on terms and conditions of Exhibitor's own selection which are not in conflict with the terms and conditions of this Agreement and do not obligate or restrict any Management Indemnitees in any material way.

(b) Exhibitor shall indemnify, defend and hold harmless Management Indemnitees from and against any and all actual or alleged Liabilities to third parties arising out of or in connection with: (i) performance of Exhibitor under this Agreement, including its execution of the Agreement or its use of the Virtual Space and any Exhibitor Materials or breach by Exhibitor of any representation, warranty or obligation contained in this Agreement, (ii) the negligence or intentional acts or omissions of Exhibitor or any Exhibitor Representative, (iii) any contract or commitment entered into or made by Exhibitor with any third-party that provides goods, materials or services to Exhibitor, (iv) any other claim involving Exhibitor's obligations hereunder, except to the extent solely attributable to the fraud, gross negligence or willful misconduct of Management, in each case as determined by a court of competent jurisdiction, (v) Exhibitor's violations of any legal and/or regulatory requirements; (vi) the breach by Exhibitor of the intellectual property rights of any third party, whether knowingly or unknowingly, and whether intentionally or unintentionally, (vii) Management's use of the Content, the Exhibitor Materials, and all materials contained within the Content or Exhibitor Materials; or (viii) any death, injury or damage to any person or property alleged to have been caused by any deliverable and/or services (including Exhibitor's or any of Exhibitor personnel's manufacture of any deliverable or performance of the services).

(c) Upon the assertion of any claim or the commencement of any suit or proceeding against a Party by any third-party that may give rise to any liability under subsection (a) or (b) above (a "Third Party Claim"), the Party seeking indemnification shall promptly notify the other Party of the existence of such claim and shall give the other Party reasonable

opportunity to defend and/or settle (subject to the indemnified Party's prior approval) the Third Party Claim at its own expense and with counsel of its own selection. The indemnified Party shall at all times have the right fully to participate in such defense with its own counsel and shall not be obligated to approve any settlement which it reasonably believes would have an adverse effect on its business. Each Party agrees to render to each other such assistance as may be reasonably requested in order to ensure a proper and adequate defense. At its option, the indemnified Party may assume sole responsibility of the defense and/or settlement of the Third Party Claim; however, the settlement of any Third Party Claim which might give rise to liability of the indemnifying Party hereunder shall require prior written consent of the indemnifying Party (such consent not to be unreasonably withheld or delayed).

22. Limitation of Liability.

(a) MANAGEMENT SHALL NOT BE LIABLE TO EXHIBITOR UNDER THIS AGREEMENT FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES ARISING FROM THE PERFORMANCE OR NONPERFORMANCE OF THIS AGREEMENT, WHETHER SUCH CLAIM IS BASED IN CONTRACT, TORT OR ANY OTHER LEGAL THEORY. WITH RESPECT TO THIS AGREEMENT, IN NO EVENT SHALL MANAGEMENT BE LIABLE TO EXHIBITOR FOR AGGREGATE DAMAGES IN EXCESS OF THE FEES PAYABLE TO EXHIBITOR AS SET FORTH IN THIS AGREEMENT. WITH RESPECT TO THIS AGREEMENT, IN NO EVENT SHALL EXHIBITOR BE LIABLE TO MANAGEMENT FOR AGGREGATE DAMAGES IN EXCESS OF THREE TIMES THE AGGREGATE FEES PAYABLE TO EXHIBITOR IN THE TWELVE MONTH PERIOD PRECEDING THE EVENT OR CIRCUMSTANCES GIVING RISE TO SUCH LIABILITY OR \$1,000,000, WHICHEVER IS GREATER. THE EXCLUSIONS AND LIMITATIONS OF LIABILITY IN THIS SECTION DO NOT APPLY TO (I) ANY LIABILITIES OR OBLIGATIONS UNDER THE FOLLOWING SECTIONS OF THIS AGREEMENT: CONFIDENTIAL INFORMATION AND CONFIDENTIAL MATERIALS, INDEMNIFICATION, COMPLIANCE WITH LAWS; (II) ANY CLAIMS FOR DEATH OR PERSONAL INJURY; (III) ANY CLAIMS RESULTING FROM GROSS NEGLIGENCE OR WILFUL MISCONDUCT OR FRAUD OF A PARTY; OR (IV) ANY OTHER FORMS OF LIABILITY WHICH BY LAW CANNOT BE LIMITED OR EXCLUDED.

(b) Management is not responsible for the actions of any Event participants in connection with the Event, including any participant's attempt to circumvent or otherwise interfere with the security, integrity, or proper conduct of the Event. Exhibitor's interactions with third parties, including Event participants, in connection with the Event, are solely between Exhibitor and such third party. Additionally, Management is not responsible for any problems or technical malfunction of any network or lines, servers or providers, equipment or software which are beyond Management's control, including, but not limited to, any injury or damage to Exhibitor or Exhibitor's property resulting from participation in the Event.

23. Relationship of the Parties. The Parties are independent contractors and have no power or authority to assume or create any obligation or responsibility on behalf of each other. This Agreement shall not be construed to create or imply any partnership, agency, joint venture or employer-employee relationship between the Parties.

24. Non-Disparagement. At all times during the term of this Agreement, including, but not limited to, Exhibitor's marketing and promotional activities for the Event (if any), Exhibitor shall conduct themselves in accordance with generally accepted decorum which will reflect favorably on the image, reputation and good will of the Event and shall not disparage, through speech or conduct, Management, the Event, other exhibitors at the Event, the Event's sponsors, or the products/services of the Event's other exhibitors or sponsors. Additionally, if Exhibitor personnel participates in the Event, they agree to abide by the Event's attendee terms and conditions and codes of conduct, each as made available on the Event website and as may be updated from time to time. Violation of this Section shall constitute grounds for immediate termination in accordance with Section 9 of the General Terms & Conditions.

25. Dispute Resolution. In the event of any disagreement regarding performance under or interpretation of this Agreement and prior to the commencement of any formal proceedings, the Parties shall continue performance as set forth in this Agreement and shall attempt in good faith to reach a negotiated resolution by designating a representative of appropriate authority to resolve the dispute. The obligations in this clause

are not intended to prevent either Party from applying for injunctive or other equitable or interlocutory relief.

26. Notices.

(a) Form of Notice. All notices, requests, claims, demands and other communications between the Parties shall be in writing.

(b) Method of Notice. All notices shall be given (i) by delivery in person (ii) by a nationally recognized next day courier service, (iii) by first class, registered or certified mail, postage prepaid, (iv) by facsimile or (v) by electronic mail to the address of the Party specified in this Agreement or such other address as either Party may specify in writing. Any notices to Management shall be given in writing by e-mail (with confirmation of receipt) to ContractNotices@reedexpo.com and to Management's legal counsel at Matthew.Kunkes@relx.com

(c) Receipt of Notice. All notices shall be effective upon (i) receipt by the Party to which notice is given, or (ii) on the fifth day following mailing, whichever occurs first.

(d) Change of Address. Any Party to this Agreement may notify any other Party of any changes to the address or any of the other details specified in this paragraph; provided, however, that such notification shall only be effective on the date specified in such notice or five business days after the notice is given, whichever is later.

(e) Refusal of Delivery. Rejection or other refusal to accept or the inability to deliver because of changed address of which no notice was given shall be deemed to be receipt of the notice as of the date of such rejection, refusal or inability to deliver.

27. Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NEW YORK, INCLUDING, SECTIONS 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW BUT EXCLUDING TO THE MAXIMUM EXTENT PERMITTED BY LAW ALL OTHER CONFLICT OF LAW PROVISIONS, AND THE OBLIGATIONS, RIGHTS AND REMEDIES OF THE PARTIES HEREUNDER SHALL BE DETERMINED IN ACCORDANCE WITH SUCH LAWS. FOR THE AVOIDANCE OF DOUBT, THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS AGREEMENT SHALL NOT BE GOVERNED BY THE PROVISIONS OF THE UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS. EACH PARTY HEREBY SUBMITS THEMSELVES TO THE JURISDICTION AND VENUE OF ANY APPROPRIATE COURT IN THE BOROUGH OF MANHATTAN AND STATE OF NEW YORK TO RESOLVE ANY AND ALL DISPUTES HEREUNDER. 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.

28. Miscellaneous.

(a) Agreement. The "Agreement" includes: (i) these General Terms & Conditions, (ii) this Agreement, (iii) the "Exhibitor Manual" (as provided by Management or made available to exhibitors on the Event website and as may be amended from time to time), (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) including, without limitation, any codes of conduct (as provided by Management or made available to exhibitors on the Event website and as amended from time to time) and Addendum - IP Issues and Procedures (as made available to exhibitors on the Event website and as amended from time to time), and (v) the rules and regulations of the Platform in the Exhibitor Manual or as otherwise provided to Exhibitor by Management or made available on the Event website.

(b) No Assignment. This Agreement (and the licenses granted hereunder) is non-assignable by Exhibitor and Exhibitor shall not sub-license the Virtual Space or transfer any rights granted hereunder to any third party. Any violation of the foregoing, including attempted assignment of the Agreement or License by Exhibitor, shall be null and void and shall constitute a breach, resulting in termination of the Agreement and cancellation of the License. Management may assign the Agreement at

any time to its affiliate or any owner/purchaser of the Event, by operation of law or otherwise.

(c) Amendment. This Agreement may be amended only by a written instrument signed by the Parties; provided that amendments to the Agreement by a duly authorized representative of Management shall be automatically incorporated herein, and Exhibitor shall be subject to the provisions of the Agreement as so amended when written notification is sent to Exhibitor (which may be communicated by e-mail).

(d) Severability. If any provision of this Agreement is judged to be invalid or unenforceable, the defective provision shall first be revised, limited or amended, consistent with the general intent of the provision, such that it is valid and enforceable, and the remaining provisions of this Agreement shall be unaffected and shall remain enforceable.

(e) Interpretation. Management shall, in its sole discretion, determine any dispute or conflict with respect to any matters not specifically covered by the Agreement. Management shall have full power in the matter of interpretation, amendment and enforcement of the Agreement.

(f) Entire Agreement; Integration of Agreement; Non-Reliance; Remedies Cumulative. This Agreement, including those terms incorporated by reference herein, contains the entire agreement between Management and Exhibitor concerning the subject matter herein. Exhibitor acknowledges that in entering into the 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 Agreement. The rights and remedies provided by this Agreement are cumulative and use of any one right or remedy by either party shall not preclude or waive the right to use any or all other rights or remedies. Such rights and remedies are given in addition to any other rights or remedies the parties may have by law, statute, ordinance, or otherwise.

(g) Survival. Any provision of this Agreement which imposes an obligation after termination or expiration of this Agreement shall survive the termination or expiration of this Agreement.

(h) Headings. The section headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretations of this Agreement.

(i) Counterparts. This Agreement may be signed in counterparts, each of which shall be deemed an original but all of which shall be deemed to constitute a single instrument.

(j) Reservation of Rights; No Waiver. Management reserves the right to take any action that is reasonably necessary in the sole judgment of Management for the protection of the Event and/or the participants, including, but not limited to, exhibitors and attendees. Neither the failure of Management to require strict compliance with any provision of this Agreement nor the failure, delay or omission by Management in exercising any right with respect to any provision of this Agreement will be construed as a waiver or relinquishment to any extent of Management's right to assert or rely upon any such provision or right in that or any other instance.

(k) Due Execution. If the individual holding herself/himself out as duly authorized to execute the 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 Agreement and (without limitation) shall be personally liable to Management for all payments that would have been payable to Management by Exhibitor had the Agreement been duly executed on behalf of Exhibitor.