

# **Informa Exhibitions, LLC (Informa Exhibitions)**

## **Digital Terms and Conditions**

### **1. DEFINITIONS**

- a. Digital Products include, but are not limited, to online advertisements, Reports, State of the Market Reports, Insights programs, custom content, Briefs, Whitepapers, Case Studies, Immersion Centers, E-Newsletter Sponsorships, Trade Show E-Dailies, Webinars, Slide Shows, Thematic Digital and Pulse Issues, Image Galleries, Content Libraries, Digital Summits, and videos.
- b. Advertisement means the material agreed between Informa Exhibitions and the Advertiser or Agency to be placed in a Digital Product.
- c. Materials include but are not limited to, copy, artwork, negatives, disks, photographs, videos, and ad approvals.

### **2. INTELLECTUAL PROPERTY**

- a. The Advertiser and/or Agency acknowledges that Informa Exhibitions is the owner of the copyright in all advertisements (including artwork) prepared by the employees, contractors and /or agents of Informa Exhibitions on behalf of the Advertiser and /or Agency and neither the Advertiser nor any other party is entitled to publish, reproduce or otherwise enjoy the rights in such advertisements or artwork without the prior written permission of Informa Exhibitions.
- b. All Digital Products are subject to Informa Exhibitions' sole and absolute final approval.
- c. The Advertiser and/or Agency unconditionally warrants to Informa Exhibitions that any material it provides to Informa Exhibitions in relation to any Advertisement will not infringe the intellectual property rights of any third party when published. The Advertiser continually indemnifies Informa Exhibitions against any claim, loss, damages, costs or expenses incurred directly or indirectly by Informa Exhibitions as a direct or indirect result of the Advertiser's and or Agency's breach of this warranty.

### **3. INVENTORY AVAILABILITY**

- a. Advertising posted on web sites may be consecutively and positionally rotated with other ads.

### **4. PAYMENT AND PAYMENT LIABILITY**

- a. Full payment must be received by Informa Exhibitions prior to Informa Exhibitions publishing the Digital Product. If a credit card is used for payment, Advertiser and/or Agency agrees that Informa Exhibitions may charge the net amount to the credit card provided. An agency commission of fifteen percent (15%) is given to Publisher-recognized agencies if payment is made within the Publisher's payment terms. All outstanding account balances shall be subject to a one and one-half percent (1 1/2%) monthly finance charge and all invoices past terms shall be subject to a twenty percent (20%) late fee.
- b. Agency hereby represents and warrants: (a) that it has full power and authority to enter into this Agreement on behalf of Advertiser; (b) that Advertiser has been made aware of and has agreed to its joint and several liability hereunder; and (c) that nothing in this Agreement shall be construed to establish a principal-agent relationship between Informa Exhibitions and Agency. Amounts due under this agreement not received within Informa Exhibitions' payment terms may be rebilled directly to the Advertiser, who will be held responsible for payment.

### **5. CANCELLATION AND TERMINATION**

- a. Either party, Informa Exhibitions or Advertiser/Agency, may not terminate this Agreement after signing. However, either party may terminate this Agreement upon the occurrence of a Default, subject to any applicable cure period. In no event shall either party be entitled to damages for lost profits, lost opportunity, lost income or consequential damages caused by a default or termination of this Agreement. The net amount is non-refundable.

- b. On termination of this Agreement for whatever reason, Advertiser/Agency shall return within five (5) business days all original copies and all reproductions of confidential and/or proprietary information, including devices, records, sketches, reports, notebooks, proposals, lists, correspondence, equipment, documents, computer diskettes, drawings, specifications, or other recordings, programs, data or other materials or property of any nature belonging to Informa Exhibitions.
- c. Each of the following events shall constitute a default ("Default") under this Agreement and shall be considered a material breach of this Agreement: (a) failure of a party to timely observe or perform any other material covenant, agreement, obligation, term or condition required to be observed or performed under this Agreement, which is not cured within thirty (30) days following receipt of written notice of such failure; or (b) the institution of bankruptcy, receivership, insolvency, reorganization or other similar proceedings by or against a party under any section or chapter of the United States Bankruptcy Code, as amended, or under any similar laws or statutes of the United States or any state thereof, if such proceedings have not been dismissed or discharged within thirty (30) days.

## 6. MATERIALS

- a. If agreed, Informa Exhibitions will design the advertisement and/or Informa Exhibitions Digital Product and will provide Advertiser and/or Agency with a draft or sample of the advertisement and/or Informa Exhibitions Digital Product before the advertisement and/or Informa Exhibitions Digital Product is published. Advertiser's and/or Agency's digital signature and/or email approval on the draft or sample of the advertisement and/or Informa Exhibitions Digital Product supplied by Informa Exhibitions constitutes Advertiser's and/or Agency's acceptance of the advertisement and/or Informa Exhibitions Digital Product and suitability for publication. Informa Exhibitions will then publish the advertisement and/or Informa Exhibitions Digital Product.
- b. If advertisement (including but not limited to copy, artwork, negatives, disks and ad approval) are not received by Informa Exhibitions prior to the due date, Informa Exhibitions is hereby authorized to substitute available materials or previously run materials in its place or delete the space and charge the Advertiser for the full Cost of the space booked. Informa Exhibitions reserves the right to refuse materials which may be defamatory, which may subject Informa Exhibitions to civil liability or criminal prosecution, or which are not otherwise in compliance with Informa Exhibitions' standards, even if previously published by Informa Exhibitions. Advertiser and/or Agency assumes sole responsibility for the content of all materials provided to Informa Exhibitions and shall indemnify and hold Informa Exhibitions harmless for any and all claims arising against Informa Exhibitions including but not limited to, claims for defamation, invasion of privacy and trademark and copyright infringement.
- c. If Advertiser/Agency materials are required to fulfill the deliverables in the Agreement, Informa Exhibitions will make 3 (three) attempts to reach Advertiser/Agency to obtain the materials. If Informa Exhibitions receives no response from the Advertiser/Agency, Informa Exhibitions' obligations under the Agreement related to specific deliverables that require Advertiser/Agency materials will be considered met, no further action will be taken by Informa Exhibitions and no refunds will be made to Advertiser/Agency.
- d. Any and all materials created by Informa Exhibitions shall be the sole and exclusive property of Informa Exhibitions. Any and all materials supplied to Informa Exhibitions shall remain in Informa Exhibitions' possession until such time as the terms of this Agreement are paid in full.

## 7. LIMITATION OF LIABILITY

- a. Advertiser and/or Agency agrees that the publishing of Informa Exhibitions Digital Product(s) is entirely at Advertiser's and/or Agency's own risk. Informa Exhibitions' services are provided "AS IS", without warranty of any kind, either expressed or implied, including without limitation: (1) any warranties concerning publication of the Informa Exhibitions Digital Product(s) on the website and publication of advertisements within the Informa Exhibitions Digital Product(s); and (2) any warranties of merchantability of fitness for a particular purpose. This disclaimer of liability applies to any damages or injuries to Advertiser caused by any failure of performance, error, omission, interruption, deletion, defect, delay in operation or transmission, access to hyper-link from advertisement, computer virus,

communication line failure, theft or destruction or unauthorized access to, alteration to, or use of record, whether for breach of contract, tortious behavior, negligence, or under any other cause of action. Neither Informa Exhibitions nor any of its agents, affiliates or internet providers shall be liable for any direct, indirect, incidental, special or consequential damages arising out of the publication of the Informa Exhibitions Digital Product(s) on the website, and publication of advertisements within the Informa Exhibitions Digital Product(s) or any third parties' inability to gain access to the website or out of any breach of any warranty. Advertiser and/or Agency hereby acknowledges that the provisions of this section shall be applied to all of Informa Exhibitions' services provided to Advertiser and/or Agency pursuant to this Informa Exhibitions Digital Product Agreement.

- b. Advertiser and/or Agency agree that the content of the Informa Exhibitions Digital Product(s) on the website is entirely at Informa Exhibitions' sole discretion and shall be the property of Informa Exhibitions. The Advertiser and/or Agency shall indemnify and keep indemnifying Informa Exhibitions from and against all claims, loss, damage and expenses whatsoever, incurred directly or indirectly by reason of any breach of the Agreement, negligence, tortious act or other wrongdoing by the Advertiser. Without limiting the foregoing, the Advertiser and/or Agency shall indemnify Informa Exhibitions from and against all claims, loss, damage and expenses incurred in connection with any Advertisement that contains or refers to any material that is defamatory, a slander of title, breach of copyright, amounts to unfair competition, a violation of rights of privacy, is or is likely to be misleading or deceptive or in violation of any applicable law, regulation, statute or guideline.

## **8. NO WARRANTY AS TO DIGITAL PRODUCT RESPONSE**

- a. Informa Exhibitions makes no representation or warranty, express or implied, as to the efficacy or suitability of any Digital Product published/posted by or on behalf of the Advertiser, nor to the effectiveness, or outcome of, or response to such Digital Product, and the Advertiser's liability to pay the fee to Informa Exhibitions in full and without deduction shall not be dependent in any way upon such efficacy, outcome of or response to the Digital Product.

## **9. LEAD GENERATION**

- a. Advertiser and/or Agency warrants and represents to Informa Exhibitions that all the information contained in the leads shall remain confidential, and shall not be disclosed to any third party and/or made available for use by any third party through any means including but not limited to sale, rental or transfer. In the event of a breach or threatened breach of this confidentiality provision by Advertiser and/or Agency, Informa Exhibitions shall be entitled to injunctions, both preliminary and final, without bond or security, enjoining such breach or threatened breach, and such remedies shall be in addition to all other remedies available to Informa Exhibitions, including, but not limited to, a claim for damages. For Insights programs, no leads will be delivered until Informa Exhibitions receives at least 50% payment. For all other programs, no leads will be delivered until Informa Exhibitions receives payment in full.

## **10. MISCELLANEOUS**

- a. **Entire Agreement.** This Agreement shall contain the entire agreement between or among the Advertiser, Agency (if applicable) and Publisher, and supersedes all previous agreements (oral or written) entered into between or among the parties, and any prior statements, agreements or representations between or among the parties are merged herein. All amendments or changes to this Agreement shall not be binding on Publisher unless agreed to by Publisher in writing, including, without limitation, sequential liability statements from Agencies.
- b. **Governing Law and Jurisdiction.** This Agreement has been delivered to Publisher and accepted by Publisher in the State of Arizona. Every dispute concerning the interpretation, effect or breach of this Agreement shall be resolved in the courts of Maricopa County, State of Arizona. To the maximum extent permitted by law, each party agrees to personal jurisdiction and venue of such courts. This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona.

If Publisher is forced to take legal action to enforce or interpret the provisions of this Agreement, all costs of collection, including but not limited to, collection fees, attorneys' fees, travel expenses, court costs and any anticipated post-judgment collection fees, shall be the sole responsibility of Advertiser and/or Agency.

- c. **Assignment.** Informa Exhibitions may assign any of its rights or obligations under the Agreement to any third party at any time without notice to the Advertiser/Agency. The Advertiser/Agency may not assign any of its obligations under the Agreement without the prior written consent of Informa Exhibitions. The Advertiser/Agency must notify Informa Exhibitions in writing within 7 days of any change of ownership of the Advertiser/Agency and fully indemnifies Informa Exhibitions against any loss or damage suffered by Informa Exhibitions as a result of the Advertiser's and/or Agency's failure to notify Informa Exhibitions of such change.
- d. **Name and Logo.** Informa Exhibitions agrees not to use the name of Advertiser and/or Agency, its logo or any Advertiser and/or Agency product names/logos for any promotional or commercial purpose or any other purpose without the prior written consent of Advertiser and/or Agency. Advertiser and/or Agency agree not to use the name of Informa Exhibitions, its logo or any Informa Exhibitions product names/logos for any promotional or commercial purpose or any other purpose without the prior written consent of Informa Exhibitions.
- e. **Confidentiality.** Both parties, Informa Exhibitions and Advertiser and/or Agency recognize, acknowledge and agree that the trade secrets of each party and proprietary information and processes are and shall be kept the valuable, special, private, unique and confidential assets of that party, access to and knowledge of which may be necessary to the performance of the duties hereunder. Both parties shall treat as confidential all Confidential Information of the other party, shall not use such Confidential Information, except as expressly permitted under this Agreement, and shall not disclose such Confidential Information to any third party without the other party's prior written consent, during or after the term of this Agreement for a period up to one (1) year. The term Confidential Information shall mean any information disclosed by one party to the other party in connection with this Agreement that is disclosed in writing, orally or by inspection and is identified as "Confidential" or that each party should reasonably believe is treated as confidential by the other party and shall include the terms of this agreement. Both parties agree to hold as confidential, the other party's property, all memoranda, books, papers, letters, and all other data, and all copies thereof and therefrom, in any way relating to the other party's business and affairs, whether made by either party or otherwise coming into either party's possession or control, and on termination of this Agreement for any cause whatsoever, or on demand of one party at any time, to immediately deliver the same to the other party. Confidential Information does not include any information which
  - (i) was publicly known and made generally available in the public domain prior to the time of disclosure by the Providing Party, (ii) becomes publicly known and made generally available after disclosure by the Providing Party to the Recipient through no action or inaction of the Recipient, (iii) is already in the possession of the Recipient at the time of disclosure by the Providing Party as shown by the Recipient's files and records immediately prior to the time of disclosure, (iv) is obtained by the Recipient from a third party without a breach of such third party's obligations of confidentiality, (v) is independently developed by the Recipient without use of or reference to the Providing Party's Confidential Information, as shown by documents and other competent evidence in the Recipient's possession, or (vi) is required by law or regulation to be disclosed by the Recipient, provided that the Recipient gives the Providing Party prompt written notice, to the extent practicable, of such requirement prior to such disclosure and assistance in obtaining an order protecting the information from public disclosure.
- f. **Force Majeure.** If for any reason beyond the control of Informa Exhibitions (including without limitation as a result of fire, flood, blackout, industrial action, theft, sabotage or equipment breakdown) Informa Exhibitions cannot complete its obligations under the Agreement, Informa Exhibitions shall be entitled to delay performance of the Agreement or terminate the Agreement at its absolute discretion and the Advertiser shall not make any claim for loss or damages in respect of such delay or termination.
- g. **Waiver.** Waiver by either party of any default, breach or condition precedent will not be construed as waiver of any other default, breach or condition precedent or right under this Agreement.
- h. **No Amendment.** The Agreement shall not be amended except by a document in writing signed by all parties.

- i. **Severability.** If any provision of the Agreement is held invalid or unenforceable, its invalidity or enforceability will not affect any other provisions of this Agreement, and this Agreement will be construed and enforced as if such provision had not been included.
- j. **Authority to Bind.** The person(s) signing on behalf of the parties to this Agreement warrant that he/she has the legal authority to execute the Agreement.