

Informa Exhibitions, LLC (Informa Exhibitions)

Print Terms and Conditions

1. DEFINITIONS

- a. Advertisement means the material agreed between Informa Exhibitions and the Advertiser and/or Agency to be placed in a print product.
- b. Materials include but are not limited to, copy, artwork, negatives, disks 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 advertisements 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.
- d. All trade show profiles, corporate profiles, advertisements, film, color proofs, disks, transparencies, photographs, live art, tapes, and any and all advertising materials created by Informa Exhibitions shall be the sole and exclusive property of Informa Exhibitions. Any and all advertising materials supplied to Informa Exhibitions shall remain in Informa Exhibitions' possession until such time as the terms of this Agreement are paid in full.

3. PAYMENT AND PAYMENT LIABILITY

- a. Advertiser and Agency shall be held jointly and severally liable for the gross amount due if payment is not made within Informa Exhibitions' payment terms. An agency commission of fifteen percent (15%) is given to Informa Exhibitions- recognized agencies if payment is made within the Informa Exhibitions' 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. All invoices are net ten (10) days unless specified otherwise. 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.
- 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.

4. CANCELLATION AND TERMINATION

- a. Cancellations must be received by Informa Exhibitions, in writing, no later than sixty (60) days prior to each magazine cover date. Advertiser and Agency hereby agree to be held jointly and severally liable for any and all advertisements published for which cancellation requests were received after the cancellation date. Advertiser and/or Agency shall be billed, or have deducted from prepaid amount(s), any frequency discounts given by Informa Exhibitions which become inapplicable due to schedule cancellation over the term of this Agreement. Advertiser and/or Agency will be billed at the current one-time rate when multiple insertion contracts and/or insertion orders are not on file with Informa Exhibitions. Advertiser and/or Agency

have the option to revise a contract to increase or decrease the frequency rate. Decreases in frequency must meet Informa Exhibitions' written cancellation policy. In the event of a contract revision, Advertiser and/or Agency will either be short-rated or credited, depending on the actual earned space used or to be used. 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.

5. MATERIALS

- a. If advertisement (including but not limited to copy, artwork, negatives, disks and ad approval) is not received by Informa Exhibitions prior to deadline, Informa Exhibitions is hereby authorized to substitute available materials or previously run advertisements in its place. Informa Exhibitions reserves the right to refuse advertisements 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 advertising printed by 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.
- b. If necessary, Informa Exhibitions will design the advertisement and will provide Advertiser and/or Agency with a draft or sample of its advertisement before the advertisement is published in the magazine. Advertiser and/or Agency is responsible for production charges related to the creation of the advertisement. Advertiser's and/or Agency's signature on the draft or sample of the advertisement supplied by Informa Exhibitions constitutes Advertiser's and/or Agency's acceptance of the advertisement and suitability for publication. Informa Exhibitions will then publish the advertisement in the magazine.
- c. Informa Exhibitions reserves the right to place the word "advertisement" or "advertorial" with any copy that in Informa Exhibitions' opinion resembles editorial material.

6. LIMITATION OF LIABILITY

- a. Informa Exhibitions shall not be liable for any costs or damages if it fails to publish an advertisement.
- b. Advertiser and/or Agency agrees that the publishing of the advertisement in the magazine 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 the publication of the advertisement in the magazine; and (2) any warranties of merchantability of fitness for a particular purpose. This disclaimer of liability applies to any damages or injuries to Advertiser and/or Agency caused by any failure of performance, error, omission, interruption, deletion, defect, 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 or affiliates shall be liable for any direct, indirect, incidental, special or consequential damages arising out of the publication of the advertisement in the magazine 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 Print Advertising Agreement.

- c. 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.

7. NO WARRANTY AS TO PRINT PRODUCT RESPONSE

- a. Informa Exhibitions makes no representation or warranty, express or implied, as to the efficacy or suitability of any print product published/posted by or on behalf of the Advertiser, nor to the effectiveness, or outcome of, or response to such print 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 print product.

8. 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.