

Informa Exhibitions, LLC (Informa Exhibitions) Trade Show Promotional Agreement

1. This Agreement may not be canceled by Advertiser/Agency after Advertiser/Agency has executed the Agreement. Full payment is due upon execution of this Agreement and no refunds will be made. Payment may be made through an EFT (domestic ACH or international bank wire transfer) or paid by check. To make payment by EFT, please use the following information:

Bank of America, 115 West 42nd Street, New York, NY 10036
Account Name: Informa Exhibitions LLC - Account #: 483043652155
ACH ABA Routing #: 021000322
Phone: 800-825-5194
International Wire ABA Routing #: 026009593
Swift Code: BOFAUS3N
Phone: 800-729-9473
Reference: Invoice or order number(s)
Please send remittance details to InformaExhibitionsAR@InformaUSA.com

To remit payment by check, please make the check payable to Informa Exhibitions, LLC and mail to Informa Exhibitions, PO Box 419018, Boston, MA 02241-9018. For payment by credit card, please contact Anna Ballenger at 941-554-3542.

2. Informa Exhibitions retains sole discretion regarding the placement, distribution or dissemination of Advertiser/Agency's name, logo, advertisement, or sponsorship materials at the Trade Show. Any artwork, logos or other promotional materials that are to be supplied by Advertiser/Agency to Informa Exhibitions must be received by Informa Exhibitions two (2) months prior to the Trade Show. Informa Exhibitions reserves the right to refuse any artwork, logo or other material which may be defamatory, or which may subject Informa Exhibitions to civil or criminal prosecution or which is not otherwise in compliance with Informa Exhibitions standards.

3. Advertiser/Agency assumes responsibility for any artwork, logos or other promotional materials provided to Informa Exhibitions and will indemnify and hold Informa Exhibitions harmless for any and all claims arising against it, including but not limited to, claims for defamation, invasion of privacy and trademark and copyright infringement.

4. Informa Exhibitions shall have full power in the interpretation and enforcement of all rules contained herein. Informa Exhibitions may make such further rules and regulations, as it shall consider appropriate for the proper conduct of the Trade Show.

5. Advertiser/Agency agrees that the execution of the promotional Agreement is entirely at Advertiser/Agency's own risk. Informa Exhibitions' services are provided "AS IS," without warranty of any kind, either express or implied, including without limitation: (1) any warranties concerning the execution of the promotional Agreement and (2) any warranties of merchantability of fitness for a particular purpose. This disclaimer of liability applies to any damages or injuries to Advertiser/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 execution of the promotional Agreement or out of any breach of any warranty. Advertiser/Agency hereby acknowledges that the provisions of this section shall be applied to all of Informa Exhibitions services provided to Advertiser/Agency pursuant to this Promotional Agreement.

6. The validity, interpretation and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of Arizona. Every dispute concerning the interpretation, effect of breach of this Agreement shall be resolved in the Superior Court of Arizona, County of Maricopa. To the maximum extent permitted by law, each party agrees to personal jurisdiction, subject matter jurisdiction and venue of such Court. In any action upon this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs, as determined by the Court.

7. This Agreement shall contain the entire agreement between the Advertiser/Agency and Informa Exhibitions, and supersedes all previous contracts (oral or written) entered into between 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 Informa Exhibitions unless agreed to by Informa Exhibitions in writing, including, without limitation, sequential liability statements from Agencies.

8. Waiver of any breach of this Agreement shall not be held to be a waiver of any other or subsequent breach of the Agreement.

9. The provisions of this Agreement are severable and, in the event that any provisions are determined to be invalid or unenforceable under any controlling body of law, such invalidity or enforceability shall not in any way affect the validity or enforceability of the remaining provisions.

10. 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.

11. No leads will be delivered until Informa Exhibitions receives payment in full.

12. Advertiser/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. No leads will be delivered until Informa Exhibitions receives payment in full.

13. By providing your fax number(s) and/or e-mail address, you and your company agree to receive facsimile advertisements and e-mails from Informa Exhibitions or Informa Exhibitions owned brands.

14. Each party agrees to indemnify, defend and hold harmless the other party against any claims, losses, liabilities, damages, costs or expenses including reasonable attorney's fees and other professional fees arising from a third-party claim (collectively "Losses") resulting from bodily injury, death or property damage (excluding intellectual-property claims) caused by the gross negligence or willful misconduct of the indemnifying party.

15. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES ARISING OUT OF, OR IN ANYWAY CONNECTED WITH, THIS AGREEMENT OR THE SERVICES PROVIDED HEREUNDER, EVEN IF EACH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL EITHER PARTY HAVE LIABILITY IN THE AGGREGATE UNDER THIS AGREEMENT, REGARDLESS OF THE FORM OF THE ACTION, FOR ANY AMOUNT IN EXCESS OF THE TOTAL AMOUNT PAID BY ADVERTISER/AGENCY HEREUNDER. THE FOREGOING LIMITATIONS OF LIABILITY SHALL NOT APPLY TO EITHER PARTY'S INDEMNIFICATION OBLIGATIONS SET FORTH IN THE PRECEDING PARAGRAPH.

16. Neither party shall be liable for any delay or failure to perform its obligations hereunder caused by an event of natural disaster, pandemics, casualty, acts of God or public enemy, riots, terrorism, governmental acts or such other event of similar nature that is beyond the reasonable control of the party seeking to rely on this section to excuse its delay or failure ("Force Majeure"); provided, however, that such party shall not have contributed in any way to such event. If the delay or failure continues beyond ten (10) calendar days, Advertiser/Agency may terminate this

Agreement in whole or in part with no further liability and shall receive a refund of any prepaid fees unearned as of the time of termination.

17. This Agreement is for the sole benefit of the parties hereto and their permitted successors and assigns and shall not be construed as conferring any rights on any other party. Neither party may assign its rights and liabilities under the Agreement without the consent of the non-assigning party, which shall not be unreasonably withheld, conditioned or delayed; provided that either party shall be obligated to assign this Agreement to a successor in interest in the event of a change of control resulting from a merger, sale of stock or sale of all or substantially all of the assets of a party relating to the Services and Advertiser/Agency shall have the right to assign this Agreement to any affiliate upon written notice to INFORMA EXHIBITIONS .

18. For Channel Partners/Cloud Partners Events Only. Informa Exhibitions has carefully planned the conference program and the exhibition hours with two goals in mind: 1) to maximize the qualified audience of registrants and 2) to attract as many of those registrants as possible to all of the common events of the conference and expo. Informa Exhibitions firmly believes that both of these goals best serve the interests of its customers, including attendees, sponsors, exhibitors and meeting room sponsors as well as the channel as a whole. Informa Exhibitions asks that all of its exhibitors, sponsors and meeting room customers respect these goals. Anything (e.g., a reception, a party, an off-site meeting) that diverts Informa Exhibitions 'registered attendees during the education program or Expo hours subverts these goals, does not serve the best interests of its customers or of the channel as a whole. In signing this Agreement, the Advertiser/Agency acknowledges the importance and the intent of these goals, and therefore agrees to fully respect Expo hours, and to plan all of its related events with these two goals in mind. The Advertiser/Agency agrees, by signing this Agreement, that the purposes and definitions of this section of the Agreement are clearly understood, and that if I or my company have any questions at all about the impact of any of its Company-specific plans on these two clearly stated and fully understood goals, Advertiser/Agency will seek prior approval from Informa Exhibitions before scheduling any such event or occasion, which approval shall not be unreasonably withheld.