XPONENTIAL Exhibitor Terms and Conditions

READ ALL TERMS AND CONDITIONS

These Exhibitor Terms and Conditions ("Terms and Conditions"), as well as any additional Event materials and or amendments thereto (including the Exhibitor/Service Order Kit) that may hereafter be established by Messe Dusseldorf North America, Inc. d/b/a Messe Düsseldorf North America ("MDNA"), are integral to and fully incorporated by reference into and form essential terms and conditions of the Exhibit Space Application and any contract for reserving and or use of meeting rooms or function space during the XPONENTIAL 2027 to the same extent as if set forth in full in therein. Upon signing and submitting the Exhibit Space Application to MDNA, Exhibitor, for itself and on behalf of its directors, officers, employees, representatives, and agents hereby agrees to be bound by and abide by the terms and conditions set forth in the Terms and Conditions before, during, and after XPONENTIAL 2027. The Exhibit Space Application and these Terms and Conditions or as later modified, are hereinafter collectively referred to as this or the "Agreement."

Exhibitor and its representatives participating in the Event must comply with these Terms and Conditions. All Exhibit Space provided under the Agreement subject to these terms and conditions.

1. EXPOSITION OBJECTIVE

XPONENTIAL 2027 ("Event") is a trade event which is co-produced by Messe Dusseldorf North America, Inc. d/b/a Messe Düsseldorf North America ("MDNA") and its alliance partner PFM Events, LLC, a Delaware limited liability company ("PFM"). PFM is a Wholly Owned Entity of the Association for Unmanned Vehicle Systems International d/b/a the Association for Uncrewed Vehicle Systems International ("AUVSI"). Its purpose is to exchange and disseminate information about markets, business opportunities, technological development, research, innovation, applications, education, policies, and other relevant areas, in order to promote and advance the safe, productive, and economically beneficial use of uncrewed vehicle systems. Exhibitors may be businesses, individuals, government agencies, academic institutions and other entities that work toward these purposes.

2. DEFINITIONS

a. "**Agreement**" means the terms and conditions set forth in the Exhibit Space Application and the Terms and Conditions upon signing and submitting the Exhibit Space Application to MDNA.
b. "**Event**" means the XPONENTIAL event identified in the Agreement.
c. "**Event Date(s)**" means the date or dates during which the Event will be held, as identified in the Agreement.
d. "**Event Management**" means MDNA and PFM and their respective owners, officers, directors, members, agents, affiliates, representatives, employees, successors, and assigns. Event Management may be MDNA or PFM employees, or a third party retained by MDNA or PFM to perform Event management services.
e. Event Management and Exhibitor are collectively referred to hereinafter as the "**parties**" and "**party**" in the singular.
f. "**Event Venue**" or "**Venue**" or "**Facility**" means the facility or facilities at which the Event will be held, as identified in this Agreement.
g. "**Execution Date**" means the date at which the Exhibitor signs the Agreement.
h. "**Exhibit**" collectively means all of Exhibitor's materials, goods, products, equipment or belonging displayed, showcased, or used within an Exhibitor's Exhibit Space. "**Exhibit**" shall also be interpreted to include the property used in a meeting room.
i. "**Exhibit Space**" means that portion of the Event Venue that Exhibitor uses for its display/exhibit/booth/stand, for Event-related activities hosted by Exhibitor, and/or for other similar purposes. "**Exhibit Space**" shall also be interpreted to include a meeting room.
j. "**Exhibit Space Fee**" means the fee for the Exhibit Space, services and/or goods shown in the Agreement that is to be paid by Exhibitor in consideration for participating in the Event.
k. "**Exhibitor(s)**," "**you**," or "**your**" means the applicant identified on the front of the Agreement and its officers, directors, members, agents, affiliates, representatives, employees, successors, and assigns. "**Exhibitor**" shall be interpreted to include the lessee of a meeting room.
l. "**Exhibitor Appointed Contractor**" or "**EAC**" means any contractor used by an Exhibitor at the Show other than the Official General Service Contractor or other Official Vendors.
m. "**Exhibitor Materials**" means all software, hardware, presentations, audio/video, graphics, collateral, information, and other items related to Exhibitor's products and/or services that Exhibitor provides for use at or relating to the Event, as described in this Agreement.

n. "**Exposition**" or "**Exposition Hall**" means the exhibition/tradeshow portion of the Event where the Exhibitor's Exhibit Space or Exhibit is located within the Event Venue during the Event.
o. "**Facility Management**" means the owner(s) and manager(s) of the Event Venue or Facility.
p. "**Official General Service(s) Contractor**" means the general contractor designated by Event Management to provide services for the Event.
q. "**Official Vendors**" or "**Event Services Vendor**" means the vendors that have been authorized by Event Management to provide supplies and services for the Exposition, including Exhibit Spaces.
r. "**Payment Due Date**" means the date on which the Exhibit Space Fee is due and payable.
s. "**Priority Points**" means the point exhibitors will accrue throughout the year based on their level of involvement with the Event; these points may be considered in Exhibit Space allocation or Exhibit Space assignment.
t. "**Representatives**" means a party's employees, contractors, agents, and/or consultants. "Representatives" include any business partner employees, contractors, agents, and/or consultants invited to act as Exhibitor Exhibit Space staff.
u. "**Rules and Regulations**" means the XPONENTIAL Exhibit Display Rules and Regulations for booth space and display materials construction and operation.
v. "**Terms and Conditions**" means the Terms and Conditions established by Event Management for the Event, as further described below, as well as in any additional Event materials provided by Event Management.
w. These Terms and Conditions shall apply equally to any Contract for reserving and or use of meeting room during the Event.

3. EXHIBITOR AGREEMENT ACCEPTANCE / EXHIBIT SPACE ASSIGNMENTS

The Event is designed to provide a showcase for products and services either specifically designed for or customarily used in the technology, uncrewed systems or robotics field or industries. Exhibit Space is assigned on a priority point system basis and/or a first-come, first-served basis. Event Management reserves the right to exercise its sole discretion in the acceptance or refusal of Exhibitor applications. Notwithstanding anything herein to the contrary, Event Management, in its sole and absolute discretion, retains the right to refuse to provide or assign, to modify or to cancel Exhibitor's Exhibit Space assignment and/or terminate the Agreement, without cause, for any or no reason whatsoever, at any time, without liability or further obligation to Exhibitor. If Exhibitor's Exhibit Space is altered or reassigned, Exhibitor will be informed of any such changes.

Event Management shall not be held responsible or liable for any costs, expenses, damages, or any other sums whatsoever incurred by the Exhibitor or any other party as a result of cancellation or rejection of the Agreement, or any cancellation, modification or change in Exhibit Space assignment. The Exhibitor understands that under no circumstance will Exhibit Space assignments be a basis for non-payment or a refund of the Exhibit Space Fee. If the Exhibitor's Agreement is rejected or cancelled by Event Management prior to the Event the Exhibit Space Fees paid by the Exhibitor will be refunded, except if the rejection or cancellation is due to the Exhibitor's breach of the Agreement or as otherwise stated herein.

4. MODIFICATIONS TO THE TERMS AND CONDITIONS

Event Management will have the right, in its sole and absolute discretion, to establish and/or modify the Exhibitor Terms and Conditions and the use of Exhibit Space, as deemed appropriate by Event Management. Event Management will provide Exhibitor with material changes or modifications to the Exhibitor Terms and Conditions by posting such changes or modifications to the then current Exhibitor Terms and Conditions at https://xponential.org/2027/documents/XPO27TermsandConditions.pdf. Any claim of non-receipt of such changes or modifications will not invalidate or nullify such changes or modifications. Event Management shall always have sole control over Event admission policies.

Event Management makes no representations or warranties, express or implied, including, without limitation, regarding the condition of the Event Venue, the success of Exhibitor's participation, the use of the Exhibit Space, the number of Event attendees, or the demographic nature of such attendees.

Show Related Commercial Messages:
To the extent Exhibitor provides any information to Event Management, including contact information and other personal information of its officers, directors, employees, agents, and representatives participating in the Event, the Exhibitor grants to Event Management the right to use or release such information for all lawful Event Management and Event related business purposes, including confirming Exhibitor's Event and Exposition related information to third parties retained or contracted by Event Management to provide services required or requested for the Event. Furthermore,

Exhibitor's officers, directors, employees, agents, and representatives participating in the Event agree to receive email and/or print communications related to the Event, unless each individual specifically selects to opt out of such communications. Please be advised that the information provided to Event Management by Exhibitor, such as the Exhibitor's information regarding name, address, phone numbers, email and website addresses, number and location of Exhibit Space and names and number of Exhibitor personnel will be treated as public domain information and may be available without limitation on the Event/Exposition's website and/or in materials provided to Event attendees, guests, participants or as otherwise deemed appropriate by Event Management.

5. PAYMENT TERMS / ACCEPTANCE / EXHIBIT SPACE ASSIGNMENTS / RELOCATION / CANCELLATION OR REDUCTION IN EXHIBIT SPACE / WRITTEN NOTICE REQUIRED / REFUNDS / EXHIBIT SPACE PRICING

A. Payment Terms:

a. Exhibit Space Applications received on or before Friday, November 13, 2026: Payment of fifty percent (50%) of the Exhibit Space Fee is due and payable within thirty (30) days (net 30) after the date stated on the Event invoice sent to Exhibitor after Event Management's receipt of signed Application. The remaining fifty percent (50%) balance of the Exhibit Space Fee is due no later than Saturday, November 14, 2026.

b. Exhibit Space Applications submitted on or after Saturday, November 14, 2026: Payment in full of the Exhibit Space Fee is due and payable upon receipt of the Event invoice sent to Exhibitor after Event Management's receipt of Exhibitor's signed Application.

c. All Exhibit Space Fees must be paid in United States dollars (US $).

B. Acceptance:

Fulfillment of Exhibitor benefits shall not be provided to Exhibitor until the signed Agreement and full payment of the Exhibit Space Fee are received and processed by Event Management. If the Agreement is not signed and returned and/or the Exhibit Space Fee is not paid in full and received by Event Management by the due date, then the Agreement may be cancelled by Event Management and the Exhibitor's benefits, including the Exhibit Space and level will be returned to inventory for use by Event Management as it deems appropriate. Should the Agreement be canceled by Event Management due to non-payment, such cancellation shall be deemed a cancellation by Exhibitor for purposes of Section 5(E), and Exhibitor shall remain obligated to pay the applicable amounts due under Section 5(E).

No Exhibitor shall be permitted to exhibit or participate in the Event or gain access to or enter the Event or an Event Venue unless and until the Exhibitor has paid the full Exhibit Space Fee and provided the required Certificates of Insurance by their deadline dates, as stated herein. Exhibitor shall pay an interest rate of 1.5% per month (18% per annum), on all past due balances.

C. Exhibit Space Assignments:

Fulfillment of Exhibitor benefits, including placement in the Exhibit Space selection queue, are based on (i) your Exhibitor level, and then (ii) on date and time the signed Agreement and full payment are received by Event Management. If the Exhibit Space assignment requested by Exhibitor is not available, then Event Management will contact the Exhibitor's representative to work with them identifying and assigning acceptable alternative Exhibit Space for the Event.

D. Relocation:

All relocation requests must be made in writing to Event Management, via email to exhibits@xponential.org. All requests for relocation of an Exhibitor's Exhibit Space shall only become effective if and when such a request is approved in writing by Event Management, in its sole discretion. It is the Exhibitor's responsibility to confirm receipt of the relocation request with Event Management. Exhibitors will forfeit any premium fee paid (such as a corner fee) and will remain responsible for payment of any unpaid premium fee if Exhibitor moves from a similarly sized premium booth to a non-premium booth. Downsizing of Exhibit Space by relocating Exhibit Space is addressed in Section 5.f. below.

E. Cancellation:

Exhibitor acknowledges that the damages suffered by Event Management from cancellation or withdrawal of Exhibitor's Exhibit Space will be substantial and that the parties may not be capable of determining the extent of such damages with mathematical precision. For that reason, the following provisions for liquidated and agreed upon damages have been incorporated into the Agreement and agreed upon by the parties as a valid and reasonable pre-estimate of such damages and not as a penalty. Therefore, should Exhibitor cancel the Agreement or withdraw from the Event after the Execution Date, the following shall apply:

a. If an Exhibitor cancels the Agreement by written notice no later than Friday, June 4, 2026, then Exhibitor may be entitled to receive a one hundred percent (100%) refund of the Exhibit Space Fee paid.

b. If an Exhibitor cancels the Agreement by written notice between Saturday, June 5, 2026, and Friday, November 13, 2026, then Exhibitor shall be entitled to receive a refund of only those amounts paid in excess of the required fifty percent (50%) deposit of the Exhibit Space Fee. Exhibitor shall remain obligated to pay Event Management all amounts short the required fifty percent (50%) deposit.

c. If an Exhibitor cancels the Agreement by written notice Saturday, November 14, 2026, or later, then Exhibitor shall NOT be entitled to receive any refund of the Exhibit Space Fee.

d. Exhibitors shall remain obligated to pay Event Management all amounts due and payable for any Exhibit Space ordered by Exhibitor in accordance with the liquidated damages provisions set forth in this Section 5(E).

e. Cancellation or failure of Exhibitor to actually occupy the Exhibit Space assigned may, in Event Management's sole discretion, result in partial or complete forfeiture of Exhibitor's rights under any applicable discounts, sponsorship agreements or opportunities associated or affiliated with the Event, including, but not limited to the right to present speakers at, or participate in, any conference component of the Event.

F. Reduction in Exhibit Space:

Exhibitor acknowledges that the damages suffered by Event Management from reduction in Exhibitor's Exhibit Space will be substantial and that the parties may not be capable of determining the extent of such damages with mathematical precision. For that reason, the following provisions for liquidated and agreed upon damages have been incorporated into the Agreement and agreed upon by the parties as a valid and reasonable pre-estimate of such damages and not as a penalty. Therefore, should Exhibitor reduce their contracted amount of Exhibit Space (i.e., downsizing) after the Execution Date, the following shall apply:

a. A reduction in assigned Exhibit Space is considered a cancellation of the reduced space and the reduced-by portion will be governed by the cancellation terms stated below in this Section. If a reduction in Exhibit Space is requested by Exhibitor and approved to by Event Management, the Exhibitor's Exhibit Space location may be reassigned by Event Management in its sole discretion.

b. If an Exhibitor reduces its Exhibit Space by written notice no later than Friday, June 4, 2026, then Exhibitor may be entitled to receive a one hundred percent (100%) refund of the portion of the Exhibit Space Fee paid that is equal to the amount of the reduced space.

c. If an Exhibitor reduces its Exhibit Space by written notice between Saturday, June 5 2026, and Friday, November 13, 2026, then Exhibitor may be entitled to receive a fifty percent (50%) refund of the portion of the Exhibit Space Fee paid that is equal to the amount of the reduced space. Exhibitor shall remain obligated to pay Event Management all amounts short the required fifty percent (50%) deposit of the Exhibit Space Fee that is equal to the amount of the reduced space.

d. If an Exhibitor reduces its Exhibit Space by written notice Saturday, November 14, 2026, or later, then Exhibitor shall NOT be entitled to receive any refund of the reduced space.

e. Exhibitors shall remain obligated to pay Event Management all amounts due and payable for any Exhibit Space ordered by Exhibitor in accordance with the provisions of this Section 5(F).

G. Written Notice Required:

No cancellation by Exhibitor shall be acknowledged unless received in writing by Event Management. Exhibit Space cancellation notifications must be provided to Event Management by email sent to exhibits@xponential.org. Event Management will confirm receipt of notification of cancellation or reduction in Exhibit Space within two (2) business days after Event Management's receipt of Exhibitor's written notice. A notice of cancellation will be deemed effective upon receipt by Event Management, and Event Management shall use commercially reasonable efforts to confirm receipt in writing. Therefore, if Exhibitor does not receive confirmation of cancellation within this timeframe, it is the responsibility of Exhibitor to contact Event Management to re-confirm your notice of cancellation was actually received. The date upon which the notice of cancellation is received by Event Management shall apply as the official date of cancellation. All amounts payable to Event Management based upon or arising from Exhibitor's cancellation of the Agreement, withdrawal or reduction of Exhibitor's Exhibit Space are payable to Event Management

simultaneously with written notification provided by the Exhibitor. Upon notice of such cancellation, or reduction in Exhibit Space, the Exhibitor shall lose all rights to its assigned Exhibit Space and to participate in the Event. Upon receipt of notice of cancellation, withdrawal or reduction of Exhibitor's Exhibit Space, Event Management, in its sole discretion, may reassign the released Exhibit Space to another party without any liability to Event Management.

H. Refunds:

Any applicable refunds will be processed within forty-five to sixty (45-60) days after the close of the Event, and no interest will be paid on any amounts received by Event Management. Exhibitors shall also pay any collection costs, including but not limited to, court costs, collection fees, and attorneys' fees.

I. Exhibit Space Pricing:

Member companies (industry level or higher) of the Association for Unmanned Vehicle Systems International d/b/a the Association for Uncrewed Vehicle Systems International ("AUVSI") in good standing at the time of application and throughout the duration of the Event are eligible for discounted Exhibit Space rates. If an Exhibitor pays the member rate but is no longer a member in good standing at any time prior to the completion of the Event, the Exhibitor will be required to immediately pay the balance of the non-member Exhibit Space Fees or forfeit its participation in the Event without any refund.

6. EXHIBIT SPACE USAGE / NO RETAIL SALES / EXHIBIT SPACE SHARING AND EXHIBIT SPACE SHARING FEE / PROGRAM LISTING

A. Exhibit Space Usage:

The Event is conducted to facilitate order taking and the exchange of product and/or services information. Eligibility is generally limited to companies, firms or entities actively and legitimately engaged in the business of manufacturing, distributing, or selling merchandise, materials, products, services, or supplies related to the Event. Exhibit Space is provided to Exhibitor under the definite pledge that the Exhibitor's Exhibit is germane to the industry and of interest or educational value to the trade. No Exhibitor shall assign, sublet, transfer, sell or share any part of their Exhibit Space unless such assignee has a partnership or joint venture with, or is a subsidiary of the Exhibitor and said assignee is an integral part of the product presentation, without the prior written approval of Event Management. Any attempted sale, sharing, subletting, assignment, transfer, conveyance of this Agreement or any portion of the Exhibit Space, in violation of this Section shall constitute a breach of the Agreement and such action will be voidable at the option of Event Management. Upon such breach Event Management may, in its sole discretion, terminate the Agreement with the Exhibitor and the Exhibitor will be liable for all damages incurred by Event Management, including but not limited to forfeiture of any Exhibit Space Fee paid and payment of remaining portion of the Exhibit Space Fee due under the Agreement.

Exhibitors may not advertise or display services or goods and products other than those services provided by the Exhibitor or goods and products manufactured, distributed, or sold by it in the regular course of its business. Products of firms not exhibiting may not be displayed or advertised in any Exposition area or elsewhere in the Event Venue when, in the judgment of Event Management.

The actual occupancy and utilization of the Exhibit Space by Exhibitor in the manner described herein is the essence of this Agreement. Event Management reserves the right to require Exhibitors to submit, with this Agreement or thereafter, a comprehensive description of the nature of its business and/or photographs, samples or drawings of the product(s) or services the Exhibitor intends to exhibit, display, advertise or promote at the Event. Event Management reserves the right of final approval as to which publications Exhibitors are allowed to display or distribute within their Exhibit Space. Event Management reserves the right to require the immediate removal or dismantling of an Exhibit or Meeting Room or the products or services exhibited if the products or services materially vary from the description, photographs, samples, or drawings submitted by Exhibitor or are not consistent with the Event or the purposes set forth in the Agreement.

B. Product Sales/Retail Sales:

Exhibitor, at its own cost, shall be solely responsible for any orders taken for future delivery and any over the counter or retail sales of any products or services it makes or transactions it enters into at the Event, including but not limited to obtaining all required sales and retail sellers permits from the proper governmental agencies, the payment of any applicable taxes and fees to the proper taxing authority arising from any such sales or transaction, and obtaining, any required permits or licenses or other consents or authorizations required to entered into such sales or transactions. Exhibitor will not permit the delivery of merchandise at the Event Venue without the express written permission of Event Management. Exhibitor shall indemnify, defend, and hold harmless Event Management of and

from any liability, cost, damages, and expense arising from or related to any order taking or over the counter sales or retail sales at the Event.

C. Exhibit Space Sharing and Exhibit Space Sharing Fee:
If two or more companies want to share the same Exhibit Space, in addition to the Agreement, each company, on its own behalf, must enter into a separate Exhibit Space Sharing Agreement with Event Management. Event Management shall retain, in its sole discretion, the right to approve any Exhibit Space sharing arrangement. If approved, the shared Exhibit Space must maintain the single Exhibit Space integrity, and the assigned Exhibit Space may not be separated. Event Management may require Exhibit Space drawings to ensure the Exhibit Space follows these guidelines. There must be one point of contact (POC) for the overall Exhibit Space that will be responsible for the Exhibit Space Fee and any other related fees. One Exhibit Space number will be assigned for the entire Exhibit Space and one onsite program entry. There will be an additional sharer's fee, per Exhibitor, included in the Exhibit Space Fee. If an Exhibitor's Exhibit Space is shared by two or more exhibiting companies, then each Exhibitor named in the Exhibitor Agreement shall be required to provide the required insurance coverage as set forth in Section 22A below.

D. Exhibitor Listing:
Exhibitor is entitled to a listing in official Event material. That listing will be either the Exhibitor of record or a legal d/b/a (Doing Business As) submitted by the Exhibitor signing the Agreement. No entity other than the Exhibitor or a legal d/b/a will be granted a listing in official Event material. The Exhibitor of record may not feature names or advertisements of non-exhibiting manufacturers, distributors, or agents. Event Management will not be liable for any errors or omissions in the Show Directory, attendee lists, websites or in any promotional materials for the Event. Event Management reserves the right of final approval as to which publications Exhibitors are allowed to exhibit or display within their Exhibit Space.

7. FOOD AND BEVERAGES

The Event Venue's official caterer is the exclusive food service for the Event Venue and as such must provide all food and/or beverage items served within the Event Venue including Exhibitor's Exhibit Space and meeting/function space. Preparation of food or beverages within Exhibitor's Exhibit Space is prohibited.

Alcoholic beverages may not be served within Exhibitor's Exhibit Space without the prior written permission from Event Management and the Event Venue. Exhibitors receiving prior permission to serve alcoholic beverages must provide a certificate of insurance for Liquor Liability naming Messe Dusseldorf North America, Inc., PFM Events, LLC, Miami Beach Convention Center, Global Spectrum L.P., d/b/a OVG360 Venue Management, the City of Miami Beach, and their respective officers, directors, employees, affiliates, and representatives as additional insured. Alcoholic beverages may not be served during Exposition move-in or move-out under any conditions.

Exhibitor shall comply with all applicable laws, regulations, and ordinances relating to the service of alcohol and shall be solely responsible for any violations and any claims, liabilities, losses, damages, costs, or expenses arising therefrom.

8. EXHIBIT STANDARDS

Event Management shall, in its sole and absolute discretion, have the right to prohibit or remove any Exhibit Space, Exhibit, or display, or any part thereof, which in Event Management's opinion is not suitable to or in keeping with the character or purpose of the Event. Questionable Exhibits shall promptly be modified at the request of Event Management. Event Management reserves the right to interpret and remove from the Event any program materials, advertising, literature or other materials or media which is deemed offensive, inappropriate or in bad taste if such materials are displayed or distributed. Exhibitors using costumed persons, image hosts, mannequins, or anyone affiliated with Exhibitor's Exhibit Space must see to it that such personnel's appearance and dress do not offend even the most critical. The decision on acceptability rests solely with Event Management, and Event Management retains the right to refuse entry, deny access, or immediately remove such persons from the Event without any liability.

Adult Content: Materials, advertising or literature which include "themes" or "shows" relative to sexuality, nudity or other content that would be, in the opinion of Event Management, considered "X" rated or offensive is strictly prohibited. The decision on acceptability rests solely with Event Management.

9. EXHIBITS AND DISPLAYS

MDNA and PFM and their respective owners assume no liability or responsibility for loss, damage, or theft of Exhibitors' materials, property, or person, except to the extent caused by or arising out of the gross negligence, or willful misconduct of MDNA and PFM or their respective employees. Exhibitor is required to carry proper insurance coverage as stated herein, below. Event Management, the Event Venue and the Event Services Vendor and their respective officers, directors, employees, affiliates, and representatives assume no responsibility for Exhibit or display material, or property damaged or left unattended in the Event Venue at any time during the Event.

Event Management, at its discretion, shall determine all Exhibit Space assignments and Exhibit Space locations, and such determination shall be final.

Exhibits or displays or other materials not conforming to Event specifications as established by Event Management or which in design, operation or otherwise are objectionable in the sole opinion of Event Management shall be prohibited. Exhibit Space that does not follow these Rules and Regulations, or if Event Management determines an Exhibit Space, a display or other Exhibitor materials present an unreasonable obstruction-of-view of other exhibits than that Exhibit Space, display or materials must be altered at the Exhibitor's own expense.

10. EXPOSITION HALL / EXHIBIT SET-UP AND TEAR-DOWN / UTILITIES

A. Exhibit Space Materials Delivery:
The procedures for the receipt of Exhibitor's Exhibit Space materials and delivery of these materials to Exhibitor's Exhibit Space, will be designated by Event Management or its official "Event Services Vendor."

a. Shipment of exhibit materials, whether by motor freight (common carrier), van line, or air, should be forwarded in accordance with the specific instructions given in the Event Services Vendor materials. Exhibit Space materials should always be sent prepaid with a copy of the Bill of Lading forwarded to the Event Services Vendor. Nothing can be sent to the Event Venue beforehand. Neither the Event Venue nor its staff are prepared or authorized to receive or handle Exhibitor's shipment.

b. The Event Services Vendor(s) will have complete control of all dock and loading facilities. They will receive all direct and advance shipments and van loads, handle all freight, and provide all rigging, labor, and equipment.

B. Exhibit Booth Construction and Operation:
Exhibitor agrees to comply with all Exhibit Space booth and display materials construction and operation rules and regulations as may be established by Event Management or the Facility, including those published in the Exhibitor Console (XPONENTIAL Exhibit Display Rules and Regulations) or the Service Order Kit and the applicable laws or ordinances of the City, County, or State where the Event will be held.

Covered exhibits (those with ceilings or canopies) with less than three hundred (300) covered square feet are subject to certain construction and safety requirements. Requests for construction of multi-level exhibits or covered exhibits with more than three hundred (300) covered square feet require submission of plans for approval at least ninety (90) days prior to the move-in date for the Show. Other construction rules and requirements may apply.

Exhibitors are responsible for securing timely approval of Exhibit Space construction as may be required by Event Management or the Facility or the City, County, or State where the Event will be held.

C. Display Installation:
All Exhibits in the Venue must be in place and display material, cartons and refuse removed from the aisles by the deadline posted in the Event schedule. Exhibitor is required to abide by all Exposition Set-Up/Dismantle Times. If booth/stand set-up deadline is missed, Exhibitor will be required to wait until the next available time as agreed upon by Event Management. Exhibitors may work within their Exhibit Space for final preparation purposes only. If Exhibitor requires earlier entry, they must obtain written permission from Event Management. Exhibitors must exit the Exposition Halls at posted times during move-in and move-out, and within 30 minutes after close of Exposition each day.

All Exhibits must be free standing. No bolts, screws, hooks, or nails shall be driven into or otherwise attached to the ceiling, walls or floor or any other part of the Event Venue. No part of any Exhibit may be attached to or otherwise secured to the drapery backdrop or side dividers. In addition, no decals or other adhesive materials shall be applied or affixed to the ceilings, walls, pillars, floor, or any other part of the Event Venue. Exhibitors shall not post any sign of any description except within the confines of their assigned Exhibit Space. All open or unfinished sides of an Exhibit, which may appear unsightly, must be suitably covered or Event Management will have them covered at the Exhibitor's sole expense. Unfinished hard walls are not permitted.

a. Material Handling: Exhibitor may carry their materials into the exhibit facility during set-up and dismantle time hours but not during Exposition open hours. At no time are hand carts, motorized or not, allowed into the Exposition area. The Event Services Vendor and Venue Services Management will control access to the loading docks to provide for a safe and orderly move-in/out.

b. Storage: The Event Venue does not provide storage for Exhibit materials, crates, or freight of any kind. Neither the Event Venue nor Event Management will be responsible for any Exhibit materials, freight or crates stored anywhere within the Event Venue or elsewhere.

c. Nothing may be stored behind the Exhibitor's Exhibit. All packing containers, wrapping materials, carrying cases, etc., must be stored off the Exposition floor. Event Management and/or the Event Services Vendor will inspect all Exhibits to ensure compliance.

D. Exhibit Inspections:
All Exhibits and displays may be inspected during set-up days by Event Management and/or the Event Services Vendor, and any Exhibitor deviating from the regulations must immediately make modifications to their Exhibit and/or Exhibit Space at the Exhibitor's sole cost and expense prior to opening of the Exposition. Event Management reserves the right to prohibit the installation of any item(s). All installation must be coordinated with the Event Services Vendor.

E. Late Set-up/ Early Tear-Down:
Exhibitors shall not initiate late Exhibit installation/set-up or dismantle/tear-down or abandon their Exhibit Space prior to close of Exposition. If Exhibitor fails to adhere to the set-up schedule or begins tear-down of its Exhibit/Exhibit Space prior to the close of Exposition times, the Exhibitor will be subject to a late move-out fee, loss of seniority for future XPONENTIAL events or may be refused the right to exhibit or participate at future XPONENTIAL events, meetings, and conventions.

F. Exhibit Tear-Down and Exhibit Removal:
Exhibitors must dismantle their Exhibits and displays promptly after the end of the Exposition. Exhibitor personnel must remain in their Exhibit Space until the Exhibitor's Exhibit and display materials are secured. All products should be securely packed before leaving the Exhibit Space. If Exhibit or display materials remain after such time, Event Management, at its sole discretion, may remove same, and the Exhibitor shall be liable for and agrees to pay all costs for any dismantling, storage and/or shipment costs or expenses due holding over by Exhibitor past its allotted time of occupancy. The Exhibit Services Vendor, Event Management and the Event Venue shall not be liable for or responsible for any damage to or loss of any Exhibit or display materials or other property of Exhibitor or its personnel, representatives, or agents due to removal, discarding or storage under any circumstances whatsoever.

G. Space Abandonment:
Should Exhibitor's Exhibit Space remain unoccupied after the end of the Exposition Set-Up time or any time thereafter, Event Management reserves the right to remove, rent or other re-assign such Exhibit Space to any other party as it deems appropriate, and no refund or credit shall be made to the Exhibitor, regardless of whether the Exhibit Space is resold or later occupied.

H. Display Vehicles:
Vehicles, of any type, may not be displayed on the Exposition floor without prior written approval of the Venue and Event Management. Exhibitor-owned or leased vehicles are not allowed to drive on the exhibit floor to unload or load. Access to the exhibit floor for trucks, cranes, etc., must be arranged through the Event Services Vendor.

I. Electrical:
All electrical equipment, regardless of source of power, must comply with the National Electrical Code, all Federal, State, and Local safety codes, regulations, and ordinances. All electrical equipment, including signs and lights, shall be in good and safe operable condition and be able to pass the inspection of the local Fire Department. Venue's electrical services terms and conditions will apply.

a. Use of open clip sockets, latex or lamp cord wire, unapproved duplex or triplex attachment plugs in Exhibit Space is prohibited.

b. Permanent building electrical outlets are not a part of Exhibit Space and are not to be used by Exhibitors unless specified otherwise.

c. Under NO circumstances shall anyone other than "house electrician" make electrical connections to house equipment.

d. All equipment must be properly tagged or marked with complete information as to the type and/or amount of current, voltage, phase, frequency, horsepower, etc. required.

e. All material and equipment furnished by the Event Venue for this service order shall remain the property of the Event Venue and shall be removed ONLY by the Event Venue's authorized personnel at the close of the Exposition.

f. Unless otherwise directed, only Event Venue electricians are authorized to cut floor coverings to permit installation of service.

g. Special equipment requiring company engineers or technicians for assembly, servicing, preparatory work, and operation may be executed without a house electrician; however, all service connections and overload protection to such equipment must be made by a house electrician only.

h. All electrical extension cords used within Exhibit Space must be of the three wire, grounded type, or as otherwise required under the applicable laws, regulations and/or ordinances where the Venue is located. All exposed non-current carrying metal parts of fixed equipment, which are liable to be energized, shall be grounded.

J. Fire Regulations/Fire Proofing/Codes:

Exhibitors must conform to all applicable fire, health and safety codes, regulations or ordinances of the City and County where the Event is held. Combustible materials or explosives are not permitted in or around the Event Venue without written permission from Event Management. Exhibitors shall not allow their Exhibit Space or displays to block the view of, or impede access to fire alarm boxes, fire hose cabinets, fire extinguishers or other safety equipment.

K. Utilities:

All utilities including but not limited to internet/Wi-Fi, electrical, water, heating, ventilation, and air conditioning are provided exclusively by the Event Venue and not by Event Management, and as such, Event Management assumes no responsibility or liability for any late installation, interruption or disruption of any services that may occur, except to the extent caused by Event Management's gross negligence or willful misconduct.

L. Event Network:

Exhibitor will take steps to protect the Event network and follow security policies as defined by onsite network provider. Exhibitor is responsible for ensuring that all external PCs and servers have updated anti-virus software and definitions, utilization of appropriate firewalls, wireless networking assignments and the closing of non-essential ports.

M. Hanging Signs/ Lighting Trusses:

Absolutely nothing may be suspended from the ceiling, beams, trusses, or other structures of the Event Venue without prior written approval from Event Management and/or the Event Venue's Facility Management. Submission of detailed plans for consideration must be received no later than forty-five (45) days prior to the first day of Exhibition setup. All items to be suspended from the Event Venue's ceilings, beams, trusses, or other structures including sign displays, light and sound equipment etc. must be installed by the Event Services Vendor and are subject to prior approval by Event Management and/or the Event Venue's Facility Management. Specifications must be sent to the Event Services Vendor.

11. EXHIBIT SECURITY AND FIRE SAFETY

A. General Security:

Materials and other content brought into Event Venue is done so at Exhibitors' own risk, including without limitation any Exhibit materials, displays, equipment, items, goods, wares, and any other property including personal property (collectively "property"). Event Management will provide access and crowd management personnel during the Exposition installation, show hours and dismantling of the Event for general safety and security purposes only. The security services provided by Event Management are not intended or offered, nor are they to be interpreted by Exhibitors, in any form whatsoever, as a guarantee by Event Management or the Event Venue against any loss, theft or damage to Exhibitor or any of Exhibitor's Exhibit, property or possessions. Exhibitors understand and agree that the provision of such security services constitutes general safety and crowd management services only and shall not create any duty on the part of Event Management or the Event Venue to protect Exhibitor's Exhibit,

property, or possessions from loss, theft, or damage. Exhibitors are solely responsible for the security and safeguarding of their Exhibit Space and its property at all times. Exhibitors may furnish additional guards at their own cost and expense subject to Event Management's prior written approval. Exhibitors understand and agree that Event Management is not liable for anything its guard service, or the Event Venue security does or fails to do. Exhibitors will not be allowed into the Exposition Hall areas of the Event Venue after Exposition hours.

B. Fire Regulations:
Fire regulations require all display material used for decoration to be flameproof. Compliance with this regulation is the sole responsibility of the Exhibitor. No combustible decoration, such as crepe paper, cardboard, or corrugated paper shall be used at any time. All packing containers, excelsior or wrapping paper used must be flameproof, and must be removed from the Exposition halls and cannot be stored under tables or behind Exhibitor's Exhibit Space. All muslin, velvet, silken or any other decoration must stand a flameproof test as prescribed by fire ordinance of the City and/or County and/or State and/or Country in which the Event is held.

C. Flammable Materials:
The use of flammable materials necessary to the purpose of Exhibitor's Exhibit, where no other alternative can be used, must receive the express written approval of the local Fire Department and a copy of such written approval must be sent to Event Management no less than ninety (90) days before the Exposition's opening date. All materials and fluids, which are flammable, are to be kept in appropriate safety containers. Open flames, butane gas, oxygen tanks, etc. are not permitted.

12. USE OF EXHIBIT SPACE / CHARACTER OF EXHIBIT

A. Exhibit Standards:
Exhibitors shall reflect their company's highest standard of professionalism while maintaining their Exhibit Space during Exposition hours during the Event. The Exhibit Space must be maintained and manned by at least one of the Exhibitor's representatives at all times during the Exposition's open hours of operation.

B. Demonstrations:
All demonstrations and Exhibits must be confined to Exhibitor's Exhibit Space only. Visitors to the Exhibit Space must be contained within the perimeters of the same. No overflow into the aisles or other space will be permitted. Exhibitors shall not attract attention into their Exhibit Space by use of live demonstrations not germane to the products or services on exhibit or display within the Exhibit Space. All such demonstrations are to be approved by Event Management prior to the Event. The use of strolling entertainment or displays is prohibited. Costumed personnel, models, employees, and any other personnel hired by Exhibitor at the Event must restrict their activities to the confines of the Exhibitor's Exhibit Space. No bicycles, skateboards, roller blades/skates, pogo sticks or any other wheeled or non-wheeled device will be permitted in the Exposition halls, in the public/lobby areas or any other areas of the Event Venue.

C. Sound Systems:
Sound Systems are an important component to many Exhibitors at the Event. Event Management has established the following guidelines with regards to sound within Exhibitor's Exhibiting Space. Sound, whether from a presentation, recorded or live music it must be maintained at a level that is not deemed disruptive to neighboring exhibitors or oppressive to attendees on the Exhibitor Floor. The standard sound level is 85 decibels. If complaints are received or the sound level exceeds 85 decibels, the Exhibitor will be required to immediately cease the objectionable activity. The offending Exhibitor's decibel level will be tested from the middle of the aisle in front of the Exhibit Space in question. If the offending Exhibitor fails to maintain a reasonable sound level after three requests by Event Management, power will be turned off to the offending Exhibitor's Exhibit Space. In addition, all audio speakers must be directed toward the interior of Exhibitor's Exhibit Space and not the aisles or neighboring Exhibit Spaces.

D. Lights:
Exhibitors are prohibited from using blinking/flashing lights. Amplifying equipment may be used if it is not distracting to the atmosphere of neighboring exhibits. The decision on what is distracting rests solely with Event Management.

E. Balloons:
Lighter than air-filled (i.e., helium) items are forbidden in the Event Venue.

F. Animals:
No animals, including but not limited to reptiles, birds, fish, rodents, or insects may be used as part of any Exhibit or within the Exhibit Space.

G. Distribution of Materials:

The distribution of samples, souvenirs, publications, materials, etc., or other sales or sales promotion activities must be conducted by Exhibitor only from within its Exhibit Space. The distribution of any articles or goods or demonstration of services that interferes with the activities of, or obstructs access to, neighboring exhibit spaces, or that obstructs aisles, is prohibited. In no event shall Exhibitor use its Exhibit Space to promote any other exhibition, event, or conference, without the prior written permission of Event Management.

Exhibitors and/or their representatives may not bring into the Event Venue any articles or take any action (or failure to act) that may, directly or indirectly, invalidate or increase the premiums on the insurance policies held by Event Management or Facility Management, violate the terms of the Agreement, or may cause damage or injury of any kind to the Event Venue or any other person, property or equipment of Event Management, Facility Management, or any other exhibitors, participants, or attendees present during the Event.

H. Canvassing/Suitcasing Prohibited:

Canvassing (suitcasing) or distributing advertising matter outside the Exhibitor's own Exhibit Space is not permitted. Solicitations of business, or conferences in the interest of business, except by Exhibitors within their own Exhibit Space, are prohibited Event Management has a ZERO tolerance policy for any person or company demonstrating suitcasing behavior. Failure to do so could result in immediate Exhibit space closure and/or may be refused the right to exhibit or participate at future XPONENTIAL events, meetings, and conventions.

I. Counterfeiting

Exhibitor may not display any counterfeit products, or another manufacturer's products which have been purchased or lifted from a distributor or another manufacturer, or any products which are deemed by Event Management, in its sole discretion, to be deceptively or illegally marketed. Event Management urges all Exhibitors who file complaints about intellectual property and/or counterfeiting violations at the Event to honor a two-week embargo on issuing press releases relating to the complaint(s). Exhibitors who choose to issue a press release take full responsibility for the accuracy of all statements, specifications and technical information, and other information contained in the press release, and release and indemnify MDNA, PFM and AUVSI from any liability or damages associated with or arising from such press releases or disclosures.

J. Hospitality Space and Associated Exhibitor Activity:

Event Management reserves the right to control all group activities sponsored by Exhibitors during the period of the Event whether they are to be held inside or outside the Event Venue. Exhibitors must not conduct or schedule tours, meetings, activities, meetings, or other events or activities outside of the Event Venue during the Event's official Event hours without Event Management's prior written approval. Failure to seek the necessary approval from Event Management for sponsorship of such an activity will be deemed a material breach of this Agreement by the offending Exhibitor, and Event Management shall have the right to remove the offending Exhibitor and its Exhibit and all content therein or related thereto from the Event without recourse, and the offending Exhibitor will forfeit any monies paid to participate or exhibit in the Event. Additionally, the offending Exhibitor will have forfeited any right to exhibit or participate at future XPONENTIAL events.

Without limiting the generality of the foregoing, the following specific rules apply: (i) Hospitality or business suites must receive written clearance from Event Management; (ii) Hospitality or business suites, meeting rooms or public rooms shall not contain Exhibit equipment or materials without receiving the prior written approval from Event Management, and (iii) Hospitality or business suite activities are strictly prohibited during posted meetings or Exposition hours.

K. Compliance:

Failure by Exhibitor to comply with any of the above restrictions will grant Event Management the right to remove the offending Exhibitor and its Exhibit and all content therein or related thereto from the Event without recourse for any reason, including, but not limited to loss of sales, damages and disparagement, and the offending Exhibitor will forfeit any monies paid to participate or exhibit in the Event.

13. VEHICLE AND EQUIPMENT OPERATION AND DEMONSTRATION

Exhibitor may demonstrate or otherwise include operational, non-flying uncrewed vehicles or robots as part of its Exhibit. Such non-flying vehicles or robots may only be operated within the Exhibit Space and may not be operated or displayed in any aisle or otherwise outside of the Exhibit Space.

Exhibitor may demonstrate or otherwise include operational uncrewed aircraft systems or any other device capable of flight only with prior written consent from Event Management, which may be provided in Event Management's sole discretion. Such devices shall be flown only within a fully enclosed (top, sides, and floor) safety net, by operators deemed competent by Event Management. A full description of the intended use, including safety net design and flight safety plans, must be sent in writing to Event Management no later than thirty (30) days prior to the Exposition opening. Event Management or the Facility may impose additional insurance requirements on Exhibitors operating flying vehicles or devices.

Event Management reserves the right to limit or restrict use of vehicles or equipment as described herein during the course of the Exposition for any reason.

14. TRADE PUBLICATION DISTRIBUTION / PUBLICATION BINS

In the Event Venue, all trade press periodicals, journals, and literature must only be distributed from Exhibitor's Exhibit Space or from the Official Publication Bins. Publication Bins are available for a fee. For further information, please contact Event Management. Event Management shall retain right, at its sole discretion, to accept or reject any publication for distribution or display within the Event Venue during the Event.

15. DISTRIBUTION OF PROMOTIONAL MATERIALS OUTSIDE THE EXPOSITION FACILITY

Event Management must approve the distribution of any and all promotional materials intended for distribution in the guest rooms, public space, and lobbies of the official convention hotels. Distribution, although authorized by Event Management, is subject to individual host hotel restrictions. If Exhibitor distributes their materials in this fashion without prior written approval from Event Management, Exhibitor will be subject to forfeiture of its Exhibit Space. Any monies theretofore paid by Exhibitor to Event Management or its agents whether for the Exhibit Space, Meeting Space or as otherwise related to the Event may be retained by Event Management without liability and without recourse by Exhibitor.

16. PHOTOGRAPHY / VIDEO / RECORDING

Exhibitor may photograph and video its Exhibit area only. Exhibitors shall not photograph, record, or video tape (including without limitation through the use of camera phones, computer/tablet photographic devices, or other photographic or electronic recording devices) the Exposition, performances, presentations, product, or other activities at the Event for commercial use, sale, or distribution of any kind without the express written consent of Event Management. Exhibitors shall not photograph, record, or videotape the exhibit/display or products of other sponsors.

From time to time, Event Management or its agents may take or create photographs, motion pictures, video, sound or other electronic or computerized data recordings (collectively "Recordings") of the Event in the Event Venue, as well as other Event venues. These Recordings may include images, likenesses, depictions, or representations and/or voices of Exhibitors, and/or Exhibitor's employees, agents, representatives, spokespeople and Exhibitor's Exhibit and related merchandise or displays. Exhibitors may not hinder, obstruct, or interfere in any way with such Recordings, whether obtained by Event Management or its agents.

Each Exhibitor acknowledges and agrees as a condition of entering into the Agreement with MDNA to exhibit and/or participate in the Event, the Exhibitor, on its own behalf and on behalf of its principals, employees, officers, directors, agents, representatives, spokespersons and invitees (i) grants to MDNA, PFM, and any of their respective affiliates (including without limitation Messe Düsseldorf GmbH and AUVSI) the irrevocable right, license, authorization to use, publish, broadcast, translate, adapt and develop into other mediums and formats (including without limitation, video recordings, voice recordings and electronic and computerized data) the Exhibitor's name, voice, image, likeness, or other portrayal, or the Exhibitor's trademarks, trade names, logos or merchandise, however received or obtained by MDNA, PFM, or any of their affiliates in the course of the Event, either directly or through Event Management's representatives or agents, for use in trade, marketing, advertising, promotion, publicity and for any other lawful commercial purpose in the advertising and promotion of the Event and other MDNA, PFM, or affiliate meetings, events, conventions and exhibitions, without compensation or obligation to the Exhibitor or its principals, employees, officers, directors, agents, representatives, spokespersons, or invitees; and (ii) MDNA, PFM, and their affiliates will retain the exclusive right, title and interest (including all worldwide copyrights) to any such Recordings, free of any claims by the Exhibitor or any other person deriving any rights or interest from the Exhibitor.

17. INTELLECTUAL PROPERTY / MUSIC LICENSING AND USE OF COPYRIGHTED WORKS

A. Exhibitor Use of Intellectual Property, Music Licensing and Use of Copyrighted Works:

As a condition of Exhibitor entering into the Agreement with MDNA to exhibit and/or participate in the Event, the Exhibitor represents and warrants to Event Management that the Exhibitor owns or validly possesses the right to make, use, perform, sell and display any patented products, copyrighted works, trademarks, service marks and trade names (collectively, "Intellectual Property"), as the case may be, used by Exhibitor at or to promote its activities at the Event and all affiliated events. To the extent necessary to fulfill Event Management's express obligations in the Agreement, Exhibitor shall grant to Event Management a non-exclusive, royalty-free, revocable, non-transferable worldwide license (without the right to sublicense) to use the Exhibitor's trademarks, service marks, logos, trade names, copyrighted content, hypertext links, domain names, icons, buttons, banners, graphic files, and images. Each Exhibitor will be responsible for securing and paying for any and all necessary licenses or consents for (a) any performances, displays or other uses of copyrighted works, trademarks or patented inventions or designs and (b) any use of any name, likeness, signature, voice or other impression, or other intellectual property owned by others at the Event. Exhibitors or their agent(s) agree not to allow any work protected by copyright, trademark or otherwise to be staged, produced, or otherwise performed or displayed, via either "live" or mechanical means, by or on behalf of the Exhibitor at the Event or any event related activities, unless the Exhibitor or agent(s) has previously obtained written permission from the copyright owner or the copyright owner's designee (e.g., ASCAP, BMI, or SESAC), or the intellectual property right owner for such use. Exhibitors accept full and complete responsibility for the performance of all obligations under any agreement permitting the use of the music or another party's intellectual property, including but not limited to, all obligations to report data and to pay royalty fees. No Exhibitor will be permitted to play, broadcast or have performed any music or use any other copyrighted or intellectual property or materials, such as photographs or other artistic works, without first presenting to Event Management satisfactory proof that the Exhibitor has or does not need a license to use such music or copyrighted or otherwise protected materials. Event Management reserves the right to remove from the Event all or any part of any Exhibit which incorporates music, photographs, or other copyrighted material and for which the Exhibitor fails to produce proof that the Exhibitor holds all required licenses.

Event Management has no obligation to monitor the uses and displays of intellectual property at the Event, affiliated events or to conduct an independent investigation of the status of rights to any intellectual property. Breach of the foregoing representation or warranty by Exhibitor shall be grounds for immediate revocation of the right to exhibit or participate in the Event, without notice or hearing. Furthermore, if Exhibitor displays products at the Exposition or offers products in their catalogues or other media displayed or accessible at the Event that are considered by Event Management, in its sole judgment, to infringe on or other violate another exhibitor's or another party's U.S. intellectual property rights (patent, trademark, trade dress or copyright) Exhibitor may face sanctions by Event Management. Such sanctions may include closing Exhibitor's Exhibit Space, a ban from the Event, and a loss of seniority privileges and other sanctions as deemed appropriate by Event Management, and a ban from future XPONENTIAL events, meetings, and conventions.

B. Exhibitor's Responsibility:

Exhibitor shall remain liable for and shall indemnify, defend and hold harmless Event Management, the Event Venue and their respective directors, officers, employees, agents, and representatives from and against any claim of liability and any incident or resulting loss, cost or damage, including but not limited to, reasonable attorney and expert witness fees, and all other associated costs of lawsuits, for failure or alleged failure to obtain these licenses or consents or for infringements (or claimed violation or infringement) of intellectual property, including without limitation copyright, patent, trade secrets or the unauthorized use of a registered trademark or service mark or other violations of the property or proprietary rights, or the rights of privacy or publicity of any third party arising from, related to or in connection with the Event by Exhibitor or its directors, officers, employees, agents or representatives.

18. PRIZE DRAWINGS AND CONTESTS

Subject to applicable law, Exhibitors will not be prevented from conducting drawings or contests for prizes and awards during the Event. Exhibitors conducting drawings or contests for prizes and awards will be solely responsible for such legal compliance. Event Management is not in any way responsible for determining applicable law; nor is Event Management liable for such drawing or contests and does not endorse any services or products drawn or won. If it is determined that such drawings or contest do not or will not fully comply with applicable law or that the prizes being offered are misrepresented as to their value or that such drawings or contest would unduly disrupt the proper functioning of the Event such activities must be ceased immediately, and Event Management will have the option to terminate such drawings or contest.

19. ADMISSION

Event Management shall have sole control over admission to the Event. All persons visiting the Event will be admitted according to these Exhibitor Terms and Conditions or as amended by Event Management.

A. Badges:
Admission to the Event is by official Event/Exposition registration badge only. Due to security regulations, Exhibitors may be asked to present photo ID to receive badges. Badge must be worn at all times, including Exposition move-in and move-out. Registration Badges are the property of MDNA and are non-transferable. Exhibitors must supply badges for all exhibit personnel, including but not limited to exhibitor appointed contractors, models, and temporary personnel out of their allotment or through additional payment. Exhibitor badge allotment is based on the Exhibit Space size.

B. Use of Attendees' and Registrants' Information:
MDNA is committed to protecting the personal information of its Event registrants and attendees. Exhibitors' access and use of Event registrants and attendee's personal information is strictly limited to the terms and conditions set forth in this Agreement and Exhibitor agrees to abide by them. Exhibitor shall comply with all applicable data protection and privacy laws in connection with its access to and use of such personal information and shall be solely responsible for any violations thereof.

C. Children: No one under 18 years of age will be allowed anywhere in Event, including the Exposition areas, meeting space and other function space at any time, without the prior written permission of Event Management.

20. AMENDMENTS / EVENT MANAGEMENT DECISIONS / VIOLATIONS

A. Event Management Right to Amend the Exhibitor Terms and Conditions:
Event Management shall have the right to make or modify, amend, or change such Terms and Conditions or changes in floor plan arrangements of Exhibit Space for the Event, as it shall deem necessary and to amend same from time to time. Event Management shall have the final determination and enforcement of all terms and conditions and Terms and Conditions related to the Event.

B. Event Management Decisions:
These Exhibitor Terms and Conditions and any terms and conditions set forth in the Agreement, and any additional Terms and Conditions, which may be established by the Event Venue or Event Management, shall govern the rights and responsibilities of Event Management and Exhibitors. Any and all matters, compliance issues or questions not specifically covered or addressed in the Agreement, or these Exhibitor Terms and Conditions will be subject solely to the decision and determination of Event Management. Event Management will have full power in any matter of interpretation, amendment and enforcement of all terms and conditions and Exhibitor Terms and Conditions, Exhibitor Materials and in the Facility Management contract, to which Event Management is or will be a party as it deems necessary for the general success of the Event, and in all instances Event Management's decisions and rulings will be final.

C. Violations:
Any violation by Exhibitor of any of the Exhibit Space Agreement or the Terms and Conditions stated herein shall subject the offending Exhibitor to cancellation of their Agreement to occupy Exhibit Space, Meeting Space and to forfeiture of any monies paid on account thereof. Upon due notice of such cancellation, Event Management shall have the right to take possession of the offending Exhibitor's Exhibit Space, remove all persons and properties of the Exhibitor and hold the Exhibitor accountable for all risks and expenses incurred in such removal.

21. INDEMNITY

Exhibitors will be responsible for any and all demands made against either MDNA, PFM, Event Management, or the Event Venue on account of any injury or death, or damage to property occurring in or upon any portion of the Event Venue which are caused, either in whole or in part, by the acts or omissions of the Exhibitor, or their employees, representatives, servants, agents, licensees, Exhibitor Appointed Contractor, or contractors. Exhibitor shall defend, indemnify and hold harmless MDNA and PFM, and the Event Venue and their respective owners, directors, officers, employees, affiliates, representatives and agents from and against any and all claims, demands, actions, causes of actions, penalties, judgments, and liabilities of every kind and description (including court costs and reasonable attorneys' fees) for injury to and death of persons, and damage to and loss of property which are caused by, arise from or grow out of the Exhibitor's presence at the Event, or use or occupancy of the Event Venue or Event services, or from any breach by the Exhibitor of any condition of the Agreement, or from the negligence or willful misconduct or any act or omission of Exhibitor, their employees, representatives, servants, agents, licensees, or contractors, except to the extent due to the gross negligence or willful misconduct of Event Management or its owners, directors, officers, employees, representatives and agents.

22. INSURANCE

A. Insurance Requirements:

Event Management requires that Exhibitor obtain and maintain insurance coverage during the duration of the Event, including Exposition move-in days, Show days, and move-out days, and any time allocated to setup and dismantle, as expressly listed herein and further, shall name the entities set forth below as Additional Insured on all required insurance policies. Exhibitors shall provide MDNA with Certificates of Insurance and any applicable Additional Insurance endorsements upon request. Exhibitor's insurance coverage shall include the following:

a. Worker's compensation insurance in accordance with applicable state or local law covering Exhibitor, all of its employees, and outside authorized contractors.

b. Employers' Liability Insurance in minimum limits of Five Hundred Thousand Dollars ($500,000) per occurrence or accident.

c. Commercial General Liability Insurance, including bodily injury, property damage, products/completed operations, contractual liability, and personal injury coverage, with limits of not less than One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) in the aggregate.

d. Commercial Automobile Liability insurance covering owned, hired, and non-owned vehicles, with limits of not less than One Million Dollars ($1,000,000) combined single limit per accident, if Exhibitor brings vehicles onto the Facility campus or uses vehicles in connection with move-in or move-out, including company vehicles used for deliveries.

e. Insurance policies on all personal property owned, leased, or hired by, or in the care of control or custody of the Exhibitor or any of Exhibitor's third party outside contractors for the duration of the Event/Exposition, including move-in, Exposition days, and move-out days. Such policies shall provide coverage for risks, include theft, with a deductible per loss of not more than $10,000, and additional coverage for earthquake and flood with a deductible per loss of not more than $50,000.

f. All insurance coverage required herein shall be primary coverage regardless of any coverage maintained by any Additional Insureds, apply to any qualifying incident arising hereunder and shall be issued by companies authorized to do business in the State/Country where the Event will be held. Exhibitor shall provide insurance that expressly covers liability under the indemnification provision contained under this Agreement.

g. All required insurance policies shall provide that the insurance carrier will give written notice to MDNA and the Event Venue at least thirty (30) days prior to any cancellation, or non-renewal of the policy.

h. Maintain adequate insurance to fully protect Exhibitor's property, displays and equipment, and the installation, operation and dismantling of Exhibit Space.

i. Maintain adequate insurance to fully protect and indemnify Event Management and its affiliates, co-sponsors, service contractors and the Event Venue as set forth herein.

j. The required insurance coverage in sections (c), and (d) shall name as an Additional Insured those entities set forth herein as "Additional Insureds and Indemnities," which are Messe Dusseldorf North America, Inc., PFM Events, LLC, the Official General Services Contractor as designated by Event Management, Miami Beach Convention Center, Global Spectrum L.P., d/b/a OVG360 Venue Management, the City of Miami Beach, and each of their respective parents, subsidiaries, affiliates, officers, directors, agents, and employees as respects the conduct of the named insureds in or about the property of the Event Venue with respect of the general liability and automobile liability insurance (the "Additional Insureds").

B. Waiver of Subrogation:

Exhibitor shall agree to waive the right of subrogation by its insurance carriers to recover loss sustained under the respective insurance contracts for real and personal property. Exhibitor shall include in each of its insurance policies covering loss, damage, or destruction covered by "all risk" property insurance a waiver of the insurer's right of subrogation against the Insured Parties or if such waiver should be unobtainable or unenforceable, (i) an express agreement by such insurance company that such policy shall not be invalidated if the insured waives or has waived before the casualty or liability the right of recovery against any party responsible for a casualty or liability, or (ii) any other form of permission by such insurance company for the release of the Insured Entities. While the foregoing

waiver of right of recovery is in effect, Exhibitor shall look solely to the proceeds of its property insurance policies to compensate Exhibitor for any loss occasioned by fire or other insured casualty.

23. COMPLIANCE WITH LAWS AND PERMITS

A. Exhibitor Compliance with Laws:

Exhibitor shall be, and hereby represents and warrants that it is, in full compliance with all applicable United States laws, regulations, and other legal standards and will remain in full compliance with all applicable laws, regulations and legal standards through the completion of the Event, including export control laws, economic sanctions, regulations, and restrictions of the United States and other agencies and authorities based outside of the United States (the "Export Controls"). Exhibitor further represents and warrants that its participation in the Event does not violate and will not cause Event Management to violate any applicable Export Controls or related laws or regulations. The Exhibitor acknowledges that it shall not take any action in violation of the U.S. Foreign Corrupt Practices Act or other applicable international resolutions or national anti-corruption legislation, such as the UK Bribery Act, as applicable. Exhibitor agrees to promptly notify Event Management if any of the foregoing representations become inaccurate prior to or during the Event.

Further, Exhibitor agrees to act in compliance with all applicable anti-terrorist financing and asset control laws, regulations, rules, and executive orders of any country, including, but not limited to, the USA PATRIOT Act of 2001 and the United States Executive Order 13224 (Executive Order on Terrorist Financing, Issued September 24, 2001). Exhibitor shall not deal with any individuals, entities, or groups listed on the Specially Designated Nationals maintained by the U.S. Treasury Department's Office of Foreign Assets Control, who are otherwise subject to OFAC sanctions, or any other persons known to Exhibitor to support terrorism or to have violated OFAC sanctions. Exhibitor shall not be, and hereby represents and warrants that it is not, on the list of Specially Designated Nationals maintained by the U.S. Treasury Department's Office of Foreign Assets Control, is otherwise not subject to OFAC sanctions, has not violated OFAC sanctions, and does not support terrorism.

B. Labor

The Exhibitor agrees to abide by all labor/union-related rules, including all agreements made between Event Management, any labor unions at the Facility, the Official General Service Contractor, Facility Management, or any of their respective agents pertaining to using union labor in the Event Venue.

C. Export Controlled Technology Compliance

Exhibitors are responsible for compliance with regulations limiting the release of export-controlled technology or technical data and the provision of defense services to non-U.S. persons under the Export Administration Regulations (EAR) and the International Traffic in Arms Regulations (ITAR). Event Management shall not be liable for unauthorized releases of technical data by Exhibitor or its agents or representatives.

D. Permits and Licenses:

Exhibitors will be solely responsible for obtaining any licenses, permits, tax identification numbers or approvals required under applicable federal, state, or local laws related to Exhibitor's activities at the Event. Exhibitors will be responsible for paying all taxes, license fees, use fees, royalties or other fees, charges, levies, or penalties that become due to any governmental authority in connection with their activities at the Event.

E. Americans with Disabilities Act:

Exhibitors shall have the sole responsibility for ensuring that their Exhibit Space is in full compliance with the Americans with Disabilities Act (ADA) and any regulations under that Act. Exhibitors acknowledge and agree that, in connection with the Event/Exposition, their Exhibit Space will be a public accommodation as defined under Title III of the Americans with Disabilities Act ("ADA"). As a public accommodation, Exhibitors shall (i) provide, at their own expense, any auxiliary aids and services as may be necessary to ensure effective communication with attendees in their Exhibit Space; (ii) assure, at their own expense, that displays and materials posted at, in or on Exhibitor's Exhibit Space(s) are accessible to individuals with disabilities; and (iii) not discriminate or retaliate against any individual in violation of the ADA or applicable state laws where the Event Venue is located.

F. Other Agreements

All rights and privileges granted to Exhibitors under the Agreement are subject to and subordinate to the master leases, permits and or licenses between Event Management and the Event Venue's Facility Management and the City, County, or State where the Event Venue is located, and may be changed, modified, or rescinded by Event Management, in its sole discretion, as necessary to comply with such master leases, permits or licenses.

24. OFFICIAL SERVICE CONTRACTORS / SPONSOR/EXHIBITOR APPOINTED CONTRACTORS

A. Official Service Contractors:
Official service contractors, inclusive of the Event Services Vendor, (collectively “Event Services Vendor/s") will be designated by Event Management and will provide all services required such as drayage, furnishings, accessories, internet, audio/visual equipment, electrical power, and labor to erect and dismantle Exhibitor’s Exhibit, signs, etc., except as expressly stated other herein. An Exhibitor/Service Order Kit will be made available online to Exhibitor containing order forms, rates and instructions on the services provided.

B. Exhibitor Appointed Contractors:
Exhibitor Appointed Contractor (“EAC” or “EACs”) is any contractor used or retained by Exhibitor that is not listed as an Official Service Contractor in the Exhibitor/Service Order Kit. These companies include but are not limited to any installation and dismantling company, sound and lighting firms, or any person or firm providing direct services to Exhibitors. If Exhibitor uses the service vendors other than the Official Service Contractors for such service the Exhibitor appointed contractor, vendor and/or supplier (collectively "EACs") must conform to the Exhibitor Terms and Conditions and the Exhibitor/Service Order Kit. EACs other than the Official Services Contractors listed in the Exhibitor/Service Order Kit must submit the EAC Form by the deadline and must submit valid insurance certificates as stipulated on the EAC Form. Exhibitor EACs are deemed as Exhibitor's personnel for all purposes of this Agreement, and as such Exhibitor shall be solely responsible for the activities, actions or inactions, negligence, or misconduct of its EACs during the Event.

Additionally, if and as applicable, Exhibitors shall be required to certify to Event Management that (i) such EAC is, and as of the Event date will be, a party to a collective bargaining agreement with a union labor organization qualified to perform installation and dismantle services at the Event; and (ii) all services performed at the Event for Exhibitor by such EAC shall be performed exclusively by employees who are members of the local of that union (“Local Union”) and the Local Union has jurisdiction in the City and Event Venue where the Event is being held.

25. FORCE MAJEURE / DISRUPTION OF EVENT

A. Force Majeure:
If the Event is terminated, in part or whole, for any reason beyond the reasonable control of Event Management, including without limitation acts of God, war, mob, riot or civil commotion, strikes, labor disputes, accidents, governmental laws, ordinances, regulations, requisitions or restrictions, unavailability of the Event Venue or facilities, lack of utilities, commodities or supplies, inability to secure sufficient labor, civil disturbance, terrorism or threats of terrorism, disruption to transportation, disaster, fire, earthquakes, severe weather conditions, epidemic or pandemic (including but not limited to COVID-19, its variant strains, or any other communicable disease or public health threat as determined by governmental or health authorities) or any other comparable calamity, casualty or condition, Event Management, at its sole discretion, shall have the right to terminate the Agreement without liability, and Event Management may, in its sole discretion, retain the earned portion of the Exhibit Space Fee required to recompense it for costs, expenses and commitments incurred up to the time of terminating the Event, including but not limited to overhead costs, administrative costs, out of pocket costs, deposits, termination fees, and other Event related costs and expenses. The remaining unearned Exhibit Space Fee actually paid to Event Management, if any, will be refunded to Exhibitor in full satisfaction of all liabilities of Event Management to Exhibitor, and the Exhibitor agrees to waive all claims it might have against Event Management for damages or expenses and hereby discharges of all claims against Event Management in exchange for such refund.

B. Disruption of Event:
If any part of an Event Venue is damaged or if circumstances beyond Event Management’s reasonable control make it illegal, impossible, impracticable, or inadvisable for Event Management to permit Exhibitors to occupy or continue to occupy their assigned Exhibit Space location during any part of or the entire Event, Event Management will retain the right to relocate Exhibitors to alternative Exhibit Space within an Event Venue, if practical under the circumstances. If, Event Management, in its sole discretion, determines that Exhibit Space relocation is not feasible, Exhibitors will be charged a pro rata Exhibit Space Fee for the period that the Exhibit Space was or could have been occupied by Exhibitor, and Event Management will refund the remaining portion of the Exhibit Space Fee paid, minus a share of costs, expenses and commitments required to recompense Event Management up to the time of termination, in full satisfaction of all liabilities of Event Management to the Exhibitor, and the Exhibitor agrees to waive all claims it might have against Event Management for damages or expenses and hereby discharges all such claims against Event Management in exchange for such refund.

Such expenses costs, and commitments shall include, but not be limited, to all expenses incurred by Event Management as a result of contracts with third parties for the provision of services of products incidental to the Event, all out of pocket expenses incurred by Event Management to the Event; and all overhead expenses of Event

Management attributable to the production of the Event be changed by Event Management. Event Management shall not be financially liable in the event the Event is interrupted, canceled, moved, or dates changes except as provided herein.

C. Pre-Event Excused Non-Performance.

The Parties agree it may be necessary to take measures to avoid and otherwise limit any potential exposure to infectious or communicable disease pandemics or epidemic (including without limitation COVID-19 or its variant strains). Therefore, the Parties agree that Event Management may invoke the Force Majeure declaration as stated in Section 25(A) or (B), above, at any time prior to or during the actual Event Dates, if (i) the COVID-19 pandemic or a similar epidemic or pandemic is or could reasonably be active or spreading within a ninety (90) day period prior to or during the Event Dates, which, in the sole discretion of Event Management, makes it illegal, impossible, impracticable, inadvisable, or unsafe to continue with the Event over the Event Dates, or (ii) Event Management reasonably determines, in good faith, that such pandemic or epidemic could adversely affect Event participants or others health, safety or well-being, or contaminate the Event Venue , or otherwise cause material impairment or harm to the Event, Event Management or Event participants or others. If Event Management invokes the Force Majeure declaration at any time prior to or during the actual Event Dates, then Event Management may, at its discretion and without liability, either (i) cancel the Event in its entirety and terminate this Agreement, or (ii) cancel the in-person Event and convert the entire Event to an online Virtual Event platform.

(a) If the in-person Event is cancelled in its entirety, then Section 25A shall apply regarding refunds.

(b) If the in-person Event is cancelled and converted to an online Virtual Event platform, and if Exhibitor has fully paid fifty percent (50%) or more of the Exhibit Space Fee prior to the date of event cancellation, then Exhibitor shall have the option of:

(i) Receiving a credit equal to seventy-five percent (75%) of the Exhibit Space Fee paid, which will be applied to either or both of the following:

a. participating in the online Virtual Event during the 2027 calendar year; and/or

b. exhibiting in XPONENTIAL 2028 at the Anaheim Convention Center, Anaheim, CA, May 8 -11, 2028.; or

(ii) Receiving a refund of the Exhibit Space Fee paid minus a pro rata share of the Event costs, expenses and commitments incurred by Event Management up to the time of termination as stated in Section 25A or 25B, above, and this Agreement between the parties will be deemed terminated.

(c) If Exhibitor does not respond in writing within 15 calendar days of the date of notification, Event Management will automatically transfer Exhibitor to the closest virtual category, and Exhibitor will receive the refund in the form of a credit equal to seventy-five percent (75%) of any remaining balance of the Exhibit Space Fee paid towards exhibiting in XPONENTIAL 2028 at the Anaheim Convention Center, Anaheim CA, May 8 - 11, 2028, and

(d) Exhibitor acknowledges and agrees that payment of the applicable refund shall be in full satisfaction of all liabilities of Event Management to the Exhibitor, and the Exhibitor agrees to waive all claims it might have against Event Management for any damages, loss, or expenses, and hereby discharges all such claims against Event Management in exchange for such refund.

(e) Notwithstanding the above in this Section 25C, if Exhibitor has paid less than fifty percent (50%) of the Exhibit Space Fee as of the date of Event cancellation, Exhibitor shall remain responsible for its full contractual obligation. Any refund, if applicable, will only apply to amounts paid in excess of the pro rata share of the Event costs and commitments incurred by Event Management up to the time of Event cancellation.

D. Interruptions and Delays:

No interruption, diminution, delay or discontinuance of any part or portion of the Event, regardless of the reason, shall be deemed a disturbance of Exhibitor's use of or eviction from the Exhibit Space; nor shall any such interruption, diminution, delay, or discontinuance relieve Exhibitor from full performance of the Exhibitor's obligations under this Agreement, unless otherwise agreed to in writing by Event Management's authorized representative.

E. Change of Dates, Times, or Location:

Event Management reserves the right to change, increase or decrease the Event's Exposition or conference hours, number of Event days, Event Dates, Event location, Event theme, or Event name, at its sole discretion. Notwithstanding anything to the contrary in the Agreement, Exhibitor acknowledges and agrees that if Event Management elects to re-name, change, increase or decrease Exposition or conference hours, days, Event Dates or times, or the Event's location, Exhibitor shall not be entitled to and expressly disclaims any right or claim to the return of any portion of any Exhibition Space Fees, deposits paid or payable by Exhibitor to Event Management.

Additionally, if Event Management, determines it is in the best interest of the Event to re-locate the Event to a different Venue or city than originally scheduled, and the revised Event Dates are not more than one hundred-twenty (120) days earlier or one hundred-twenty (120) days later than the original Event Dates, no refund will be due to Exhibitor, provided however, Event Management shall assign to Exhibitors, in lieu of the original Exhibit Space, such other Exhibit Space as Event Management deems appropriate, and the Exhibitor agrees to use such Exhibit Space under the terms of this Agreement. However, if Event Management elects to terminate the Event in its entirety other than for a reason stated in Section 25, Event Management shall refund to the Exhibitor the Exhibit Space Fee previously paid, in full satisfaction of all liabilities and obligations of Event Management to the Exhibitor, and the Exhibitor shall waive all claims it might have against Event Management for damages or expenses and discharges all claims against Event Management in exchange for such refund.

26. LIMITATION OF LIABILITY

EXHIBITOR EXPRESSLY ASSUMES ALL RESPONSIBILITY, LIABILITY AND RISK ASSOCIATED WITH, RESULTING FROM OR ARISING IN CONNECTION WITH THE EXHIBITOR'S PARTICIPATION OR PRESENCE AT THE EVENT, INCLUDING, WITHOUT LIMITATION, ALL RISKS OF THEFT, HARM, LOSS, DAMAGE OR INJURY TO OR OF ANY PERSON (INCLUDING DEATH), ITS OWN PROPERTY OR THE PROPERTY OF OTHERS, BUSINESS OR PROFITS OF EXHIBITOR, TORTIOUS ACTIVITY OF ANY KIND (INCLUDING LIBEL, SLANDER OR INJURIES CAUSED BY SOUND LEVELS IN OR AROUND EXHIBITOR'S EXHIBIT) WHETHER CAUSED BY NEGLIGENCE, INTENTIONAL ACT, ACCIDENT, ACTS OF GOD OR OTHERWISE PRIOR TO, DURING OR SUBSEQUENT TO THE PERIOD COVERED BY THIS AGREEMENT.

EXHIBITOR AGREES THAT TO THE MAXIMUM EXTENT PERMITTED BY LAW, MDNA, PFM, AUVSI or EVENT MANAGEMENT, EVENT MANAGEMENT'S SERVICE CONTRACTORS, THE EVENT VENUE AND ITS FACILITY MANAGEMENT AND THE CITY WHERE THE EVENT VENUE IS LOCATED AND THEIR RESPECTIVE DIRECTORS, OFFICERS, AGENTS, EMPLOYEES OR REPRESENTATIVES WILL NOT BE HELD LIABLE FOR ANY LOSS OR DAMAGE TO EXHIBITS, OR MATERIALS, GOODS AND WARES (COLLECTIVELY "PROPERTY") BELONGING TO THE EXHIBITOR, AND THEY ARE HEREBY RELEASED FROM LIABILITY FOR ANY DAMAGE, LOSS, OR INJURY TO PERSON OR PROPERTY OF THE SPONSOR/EXHIBITOR OR ITS OFFICERS, EMPLOYEES, AGENTS, REPRESENTATIVES, INVITEES AND GUESTS, RESULTING FROM FIRE, STORMS, WATER, ACTS OF GOD, AIR CONDITIONING OR HEATING FAILURE, THEFT, MYSTERIOUS DISAPPEARANCE, BOMB THREATS, RESTRICTIONS IMPOSED BY ANY GOVERNMENTAL AGENCY, OR ANY OTHER CASUALTY, CALAMITY OR CAUSES WHATSOEVER.

IN NO EVENT WILL MDNA, PFM, AUVSI, or EVENT MANAGEMENT, EVENT MANAGEMENT'S SERVICE CONTRACTORS, THE EVENT VENUE AND ITS FACILITY MANAGEMENT OR THE CITY WHERE THE EVENT VENUE IS LOCATED OR THEIR RESPECTIVE OWNERS, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, AND REPRESENTATIVES BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE, OR INCIDENTAL DAMAGES OF ANY NATURE OR FOR ANY REASON WHATSOEVER WHETHER OR NOT APPRISED OF THE POSSIBILITY OF ANY SUCH LOST PROFITS OR DAMAGES. EVENT MANAGEMENT MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE NUMBER OF PERSONS WHO WILL ATTEND THE EVENT VENUE OR REGARDING ANY OTHER MATTERS. EXHIBITOR EXPRESSLY ACKNOWLEDGES AND AGREES THAT TO THE MAXIMUM EXTENT PROVIDED UNDER APPLICABLE LAW EVENT MANAGEMENT'S MAXIMUM LIABILITY TO THE EXHIBITOR IN ANY WAY RELATED TO, IN CONJUNCTION WITH OR ARISING FROM THIS AGREEMENT, THE USE, REFUSAL, REJECTION OF EXHIBIT SPACE, OR JUDICIAL DETERMINATION OF EVENT MANAGEMENT'S WRONGFUL CANCELLATION OF EXHIBIT SPACE WILL BE LIMITED SOLELY TO THE RETURN OF THE EXHIBIT SPACE FEE PREVIOUSLY PAID TO EVENT MANAGEMENT BY EXHIBITOR.

Nothing in this Section shall limit liability to the extent such limitation is prohibited by applicable law or for Event Management's gross negligence or willful misconduct, and any provision found unenforceable shall be modified and enforced to the maximum extent permitted by applicable law.

27. DAMAGE TO EXHIBITION FACILITY

Exhibitors will not allow any article, vehicles or other materials or goods to be brought into the Event Venue, or any act done on the Event Venue's premises, which would invalidate the insurance or increase the premium of the policies held by the Event Venue. Further, Exhibitors will not permit anything to be done by their employees, representative, guests, or agents by which act the Event Venue, or its property or equipment of other exhibitors or attendees will be damaged. Anything in connection therewith necessary or proper for the protection of the Event Venue, or its equipment or furniture will be at the sole expense of the Exhibitor. All Exhibit Space is provided subject to these conditions. Exhibitor assumes the entire responsibility and liability for any damage or loss to the Event Venue, its own property or to the property of others whatsoever resulting from such violations. In the event damage or loss occurs to Exhibitor's Exhibit or property and such damage is caused by another exhibitor, the involved parties shall be responsible for resolving the dispute between them, and hereby release MDNA, PFM, AUVSI, Event Management, Event Management's Service Contractors, and Facility Management from any liability or damages claims or actions related to such damage or loss.

28. RIGHT TO OFF-SET

Event Management reserves the right to apply any Exhibit Space Fee and deposit amounts paid by Exhibitor pursuant to this Agreement (i) to remedy any breach by the Exhibitor under this Agreement; (ii) to remedy any breach by Exhibitor under any other agreement(s) between Exhibitor and Event Management or its affiliates; (iii) for payment of any checks returned for NSF (including any bank or credit card fees related to the NSF check); and (iv) to pay any onsite violations fees Exhibitor incurs. Exhibitor will pay to Event Management the amount offset against a past due amount within ten (10) days of the date of Event Management's notice or, if the deadline for the applicable payment is more than ten (10) days from the date of the notice, by the applicable deadline. If Exhibitor fails to pay the offset amount within the required period, the Exhibitor shall be considered to be in breach of its payment obligations under the Agreement and Event Management shall have the right to terminate or change the Exhibitor's Exhibit Space and exercise its other rights under the Agreement.

29. GOVERNING LAW / ARBITRATION

The Agreement and these Terms and Conditions shall be construed as a whole in accordance with their fair meaning and the applicable laws of the State of Illinois, USA, without regard to its conflict of law's provisions. Any and all disputes in any way relating to, or arising out of the Agreement or the assignment, use, denial, change, or cancellation of Exhibit Space, shall be submitted for arbitration before a single arbitrator as the sole and exclusive remedy for resolving such controversies. The decision of the arbitrator shall be final and binding and that a judgment may be entered on such award in any court of competent jurisdiction. Any such proceeding shall take place in Cook County, in the State of Illinois, USA, to the exclusion of all other venues. Exhibitor hereby consents to the jurisdiction of courts and waive any objections to venue therein.

EXHIBITOR ACKNOWLEDGES AND AGREES THAT BY SELECTING ARBITRATION AS THE SOLE AND EXCLUSIVE REMEDY FOR RESOLVING ALL DISPUTES BETWEEN EXHIBITOR AND EVENT MANAGEMENT, EXHIBITOR IS WAIVING ITS RIGHT TO A TRIAL TO WHICH IT MAY BE OTHERWISE ENTITLED.

30. SEVERABILITY AND WAIVER

If any portion of the Agreement, including any portion of these Terms and Conditions, becomes, or is declared by a court of competent jurisdiction to be illegal, unenforceable, void, or invalid, then that portion will be considered severed from this Agreement, and all remaining portions will remain in full force and effect as long as the essential terms of the Agreement remain valid, legal, and binding. No waiver of any breach, failure, right, or remedy will be considered as a waiver of any other breach, failure, right, or remedy, whether or not similar, nor will any waiver constitute a continuing waiver unless made in writing and signed by Event Management. Without limiting the generality of the preceding sentence, if any remedy set forth in this Agreement is determined to have failed of its essential purpose, then all other provisions of the Agreement, including the limitation of liability and exclusion of damages, shall remain in full force and effect.

31. MISCELLANEOUS / ENTIRE AGREEMENT

The parties hereto agree and acknowledge that:

a. The rule of construction to the effect that any ambiguities are resolved against the drafting party shall not be employed in the interpretation of this Agreement. The terms and provisions of this Agreement, which fully incorporates these Exhibitor Terms and Conditions, shall be construed as to all parties hereto and not in favor

of or against any party, regardless of which party was generally responsible for the preparation of the Agreement. Each of the signatories acknowledges they have reviewed the Agreement in full and have had an opportunity to consult with counsel of their choosing...

b. This Agreement may be executed in any number of counterparts including in portable document format (PDF), each of which when executed and delivered shall be deemed an original, but which counterparts together shall constitute one and the same instrument. A signature received electronically shall be as legally binding for all purposes as an original signature.
c. The headings to the various sections of this Agreement, including these Terms and Conditions are inserted only for convenience of reference and are not intended, nor will they be construed to modify, define, limit, or expand the intent of the parties as expressed herein. Termination of this Agreement will not affect or modify those obligations of the parties under the Agreement that by their terms are to survive the termination of this Agreement. Without limiting the foregoing, provisions relating to payment obligations, indemnification, insurance, limitation of liability, intellectual property, dispute resolution, and all other obligations that by their nature are intended to survive shall survive termination or expiration of this Agreement. This Agreement, including these Terms and Conditions, and any amendments and schedules referred to herein constitute the complete and exclusive statement of the terms of the agreement between Event Management and Exhibitor pertaining to the Event, and supersede any and all prior oral and written understandings, quotations, communications, and agreements. Should any inconsistency exist or arise between a provision of the Agreement and another incorporated writing, the provision of the Agreement will prevail.
d. No person is authorized to make any changes, amendments or modifications to these terms and conditions except in a writing specifically referring to this Agreement and signed by a duly authorized representative of Event Management.
e. Each party shall perform all its obligations under this Agreement as an independent contractor and not as the agent or employee of the other party. Nothing contained in this Agreement, nor any action taken by either party, shall be deemed to make either party (or any of such party's employees, agents, or representatives) an employee or legal representative of the other party, nor to create any partnership, joint venture, association, or syndication between the parties, nor to confer on either party any express or implied right, power or authority to enter into any agreement or commitment on behalf of (nor to impose any obligation upon) the other party.
f. This Agreement shall not be assigned nor shall Exhibitor's right to use the Exhibit Space be sublicensed by Exhibitor without the prior written consent of Event Management's authorized representative in each instance, which may be withheld in Event Management's sole discretion. Any attempt by Exhibitor to assign this Agreement or sublicense its right to use the Exhibit Space without the prior written consent of Event Management shall be null and void. MDNA may, in its sole discretion, assign or transfer this Agreement at any time to any party including, without limitation, any affiliate, successor owner or operator of the Event, without prior consent or notice to Exhibitor.