

EXHIBIT SPACE CONTRACT ADDITIONAL TERMS AND CONDITIONS

These Additional Terms and Conditions supplement the terms and conditions set forth in the exhibit space contract executed by exhibitor. If an agency executes an exhibit space contract on behalf of a client, then such agency and such client shall be jointly and severally liable for the payment and performance of the obligations of "exhibitor" hereunder and for any breach of any provision hereof. Terms used herein have the meanings ascribed to them in the exhibit space contract unless otherwise defined herein. Any sponsorship or event marketing opportunity contracted for by exhibitor in connection with the Show is governed by the Sponsorship and Event Marketing Terms and Conditions (accessible at <http://www.penton.com/terms-of-service/sponsorship-event-marketing/>)

1. ELIGIBLE EXHIBITS. Show Management reserves the right to determine whether any company or product is eligible for inclusion in the Show. This determination may be made at any time before or after the start of the Show. Exhibitor or its agent/agency must have no outstanding past due invoices with Show Management or Penton. Past due invoices billed to the exhibitor or its agent/agency must be paid before exhibitor will be allowed access to the Show.

2. Exhibit Field. The exhibit field for the Show will be maintained as originally presented, wherever practicable. However, Show Management reserves the right, in its sole discretion, to modify the exhibit field to the extent necessary for the best interests of the Show, the exhibitors, and the industry. All measurements shown on the exhibit field are approximate, and Show Management reserves the right to make such modifications as may be deemed necessary, making equitable adjustment for any exhibitor thereby affected.

3. EXHIBIT SPACE ASSIGNMENT. Space assignment will be distributed separately from the confirmation of acceptance of the exhibit space contract by Show Management. Exhibitor may have an opportunity to be placed on a Wait List for an alternative location on the exhibit field. Exhibitor must have space contracted and appropriate payment received to be moved in accordance with the Wait List request. Exhibitor must contract sufficient space to contain its exhibit completely within the confines of the booth lines. Equipment may not extend into the aisles, over the aisles, or across exhibitor's purchased booth line. Heights and depths specified in the Exhibitor Manual must be observed. Show Management reserves the right to relocate exhibitor in comparable space for the best interest of the Show.

4. SHARING/SUBLETTING SPACE. Exhibitor shall not assign, sublet, subcontract or apportion the whole or any part of the space allotted, and may not share exhibit space or allow representatives, equipment, or materials from any subsidiary, division, or any other company or entity in exhibitor's space unless the other company's product is qualified to be on the Show grounds through an approved application for exhibit space under the hosted company's name at another location on the Show grounds. Exhibitors wishing to use products of other manufacturers in their exhibits must clear the use of such products with Show Management. Should exhibitor decide to cancel, the exhibit space reverts back to Show Management.

5. EXHIBITOR MANUAL AND SHOW POLICIES. An Exhibitor Manual containing detailed information will be available on the Show website in ample time for advance planning. The Exhibitor Manual will contain, among other things, information regarding shipment, labor, electrical service, rental items, landscaping, pressure washing, tenting and exhibit hours. If exhibitor elects to use any contractor other than the official contractors designated by Show Management, exhibitor must provide the notice set forth in the Exhibitor Manual. Exhibitor will communicate to any subcontractor that it is bound by this Agreement, and exhibitor will be liable for any act or omission by such subcontractor which would, if taken by exhibitor, constitute a breach of any provision of this Agreement. Exhibitor must abide by the regulations and guidelines included in the Exhibitor Manual. Show Management shall have sole control over the official Show policies applicable to attendees, which will be available on the Show website.

6. INSTALLATION AND DISMANTLING OF EXHIBITS. Delivery of freight and installation of exhibits will take place on the dates and at the times specified in the Exhibitor Manual. Show Management reserves the right to resell the exhibit space if the exhibitor booth is not set up by the date and time specified in the Exhibitor Manual preceding Show opening. Dismantling may not begin until the close of the Show on the final day of the Show. Goods and materials used in any display shall not be removed from the exhibit field until the Show has officially closed. Any exception to this rule must have the written approval of Show Management. Dismantling must be completed and all exhibit materials removed by the final move-out date and hour set forth in the Exhibitor Manual. Exhibitor is advised to remove small, portable items immediately upon conclusion of the Show.

7. DISPLAYS. It is exhibitor's responsibility to create an attractive display area that is in good taste (as determined by Show Management) and enhances the overall appearance of the Show and is a credit to the industry. Show Management reserves the right to approve the character of the display and to prohibit any display which, because of noise or other objectionable features, detracts from the general character of the Show. Any

part of an exhibit space which does not reflect the purpose of the Show or comply with specifications set forth in the Exhibitor Manual must be corrected at the exhibitor's expense. Show Management reserves the unilateral right to correct any unsightly exhibit, and exhibitor agrees to pay for expenses incurred in making the necessary alterations. If corrections cannot be made, the exhibit shall be removed at exhibitor's cost, with no liability accruing to Show Management.

8. DEMONSTRATIONS. Exhibitor shall observe the "good neighbor" policy at all times and not intrude upon or disrupt other exhibitors while they are conducting business on the exhibit field. Exhibits should be conducted in a manner not objectionable or offensive to neighboring booths. All demonstrations and the use of photographers, musicians, entertainers, loud speakers, sound system equipment and noise-making devices must be restricted to within the exhibitor's booth. Entertaining attendees in booths must be arranged so that exhibitor's personnel and attendees do not block aisles or overlap into neighboring exhibits. Operation of any equipment for demonstration purposes must be pre-approved in writing by Show Management. Show Management reserves the right to determine when any demonstrations become objectionable or interfere with adjacent exhibit spaces and may, if necessary, require that they be discontinued.

9. SOUND. Disruption or noise level from any demonstration or sound system must be kept to a minimum and may not interfere with others. The use of devices for mechanical reproduction of sound or music is permitted (up to 85 decibels), but must be controlled and not be projected outside the confines of the exhibit booth. No noise makers or anything not in keeping with the character and high standards of the Show may be distributed or used by exhibitor in the exhibit area. Show Management reserves the right to determine at what point a disruption or sound level constitutes interference with other exhibits and must be discontinued.

10. PHOTOS AND VIDEOS. Exhibitor may take photos or videos of its displays; however, exhibitor is not permitted to directly take pictures of any other display or instruct others to take such pictures without written permission of Show Management and the exhibitor whose display is being photographed. Notwithstanding the foregoing, exhibitor authorizes Show Management and its Representatives (as defined in Section 17 below) to photograph and/or record all or any part of the Show (including, without limitation, exhibitor's exhibit space and personnel), and exhibitor hereby grants Show Management the worldwide, perpetual, royalty free right and license to reproduce, distribute, transmit, publicly perform and publicly display all such photographs and recordings (and any derivative works thereof) in any medium (now existing or hereafter developed).

11. **SAMPLES, PUBLICATIONS.** Samples, giveaways, catalogues, pamphlets, souvenirs, industry publications and printed matter or promotional material of any kind may be distributed by exhibitor and its representatives (including hosts and hostesses) only within the confines of its booth, with the exception only of designated sponsorships and marketing opportunities for which exhibitor has contracted with Show Management.

12. **SOLICITING.** No soliciting of attendees shall be permitted in the aisles or in other exhibitors' booths.

13. **FOOD AND BEVERAGES.** Food and/or beverages may only be supplied by exhibitor with the prior written consent of Show Management and the Show facility. Exhibitor may not serve any alcoholic beverages.

14. **EXHIBITOR REPRESENTATIVE.** Exhibitor must name at least one person (including cell phone number) to be its representative with primary responsibility on the Show grounds for the exhibitor's display (including installation, operation and removal of the exhibit). Such representative shall be authorized to make decisions and enter into service contracts that may be necessary (or as requested by Show Management onsite or in the case of an emergency) and for which the exhibitor shall be responsible.

15. **EXHIBITOR PERSONNEL.** Supplying exhibitor badges or exhibitor tickets to current or prospective customers by exhibitor is expressly forbidden. If such use of exhibitors' badges is made, individuals wearing the badges will be removed from the premises and the badges will be confiscated.

16. **COMPLIANCE WITH LAWS/STANDARDS.** Exhibitor shall comply with all federal, state, and local laws, rules, standards, regulations and ordinances ("Laws"), including but not limited to copyright laws, the Americans with Disabilities Act (if applicable), and all Laws pertaining to business licenses, health, fire prevention and public safety, and all Show Management and Show facility rules and regulations. Exhibitor shall be solely responsible for obtaining any necessary tax identification numbers and any licenses, permits or approvals required under any Law and for paying all taxes (including all sales taxes), license fees, use fees, or other fees, charges, levies or penalties that may become due to any governmental authority in connection with its participation in the Show. All amounts due from exhibitor to Show Management are exclusive of VAT or other similar taxes, which amounts shall be invoiced to and borne exclusively by exhibitor. Subject to applicable Laws, all amounts due from exhibitor to Show Management shall be paid in full in U.S. dollars (unless a different currency is specified on the exhibit space contract) without reduction for withholding or other taxes, deductions or offsets of any kind. If

applicable, (i) exhibitor shall pay the cost of conversion to U.S. dollars, and (ii) any required withholdings or taxes will be paid by exhibitor to the appropriate third party. Exhibitor must comply with union work rules if union labor will be made available. If Show Management becomes aware of exhibitor's failure to comply with any applicable Law, such failure to comply shall be cause for rejection or removal of exhibitor and its exhibit from the Show. All property of exhibitor is understood to remain in exhibitor's possession, custody and control in transit to, from, or within the confines of the exhibit field, and is subject to the rules and regulations of the Show.

Fire & Safety Laws. Federal, state and local fire and safety Laws must be strictly observed. Flammable or hazardous fluids, substances, or materials of any nature are prohibited in the booth and in the storage area behind the booth. No decorations of paper, pine boughs, leafy decorations, tree branches or other flammable materials are allowed. All decorative materials, including cloth decorations, must be flame-proofed and comply with local fire regulations. Transferring of flammable liquids while in the exhibit field during Show hours is expressly prohibited. Electrical equipment and wiring must comply with fire department and underwriter rules and meet all safety codes. Smoking at the Show is forbidden. Crowding will be restricted. Aisles and fire exits cannot be blocked by exhibits. See Exhibitor Manual for additional fire regulations.

Copyrights/Music Performance Rights Licenses. Exhibitor must obtain music performance rights licenses through ASCAP and/or BMI (and/or any other necessary performing rights associations), if exhibitor intends to use copyrighted music in its booth. Show Management is not responsible for the music used by exhibitor, and without limiting exhibitor's indemnification obligations otherwise set forth in the Agreement, exhibitor hereby agrees to indemnify, defend and hold harmless Show Management, all other Show Providers (as defined in Section 17 below), and each of their respective Representatives (as defined in Section 17 below) for any and all Claims (as defined in Section 18 below) related to any copyright violations that result from exhibitor's failure to obtain the appropriate licenses.

License. Exhibitor agrees that Show Management and its affiliates shall have the perpetual, worldwide, royalty free license and right to collect and maintain, and to reproduce, publish, display, transmit, distribute, adapt, create derivative works from, syndicate and otherwise exploit or use, commercially or otherwise, in any medium, any and all information related to exhibitor's products that are made available to Show Management in connection with the Show or any other events owned, organized, managed, or operated by Show Management in which exhibitor participates, in each case whether prior to, concurrently with, or following exhibitor's submission of the exhibit space contract.

17. **LIABILITY FOR DAMAGE.** Exhibitor will be liable for any damage caused in any manner, to the exhibit space and for any damage to equipment furnished by Show Management or designated service suppliers. Show Management and its equity owners and affiliates; Show facility management and its owners, affiliates, lessors and lessees; official exhibit service contractors and security services; operating farmers and landowners; and co-sponsors (all of the foregoing in this sentence, collectively, "Show Providers") and each of their respective officers, directors, officials, employees, agents, contractors and representatives (collectively, "Representatives") will not be responsible for the safety or any loss, theft, destruction or damage to property of, or for any injury to, exhibitor or its Representatives for any reason, including without limitation, due to theft, strikes, fire, water, storm, vandalism or other causes (and exhibitor waives all claims against Show Providers and their Representatives, and releases all of them from all liabilities, with respect to same). Although Show Management will take reasonable precautions by assigning security personnel to provide perimeter security, which provides a measure of security in protecting exhibits from loss, it is exhibitor's responsibility to insure its property against loss and theft.

18. **INDEMNIFICATION.** Exhibitor agrees to indemnify, defend, and hold harmless (and to the maximum extent permissible under applicable law, exhibitor hereby expressly releases and discharges) Penton, all other Show Providers, and each of their respective Representatives from and against any and all alleged and/or actual claims, actions, lawsuits, proceedings, damages, penalties, demands, losses, expenses, fees (including reasonable attorney fees), costs or liabilities of any kind or nature whatsoever (collectively, "Claims"), including but not limited to any Claim for property damage and/or personal injury, in connection with, caused by or arising out of the attendance at and/or participation in the Show by (a) exhibitor, (b) its Representatives (or any other party acting on exhibitor's behalf), or (c) any of exhibitor's servants, invitees, patrons or guests (all of the foregoing in clauses (b) and (c), collectively, "Related Parties"), whether as a result of (i) exhibitor's or any Related Party's act, omission, negligence or willful misconduct, (ii) exhibitor's or any Related Party's actual or alleged violation of any policy of, or actual or alleged breach of any agreement with, Penton or any other Show Provider, (iii) exhibitor's or any Related Party's actual or alleged violation of any applicable Laws, (iv) exhibitor's or any Related Party's actual or alleged infringement of any third party rights, including without limitation, the infringement of any patented, trademarked, franchised or copyrighted music, materials, devices or dramatic rights used or incorporated in the Show by exhibitor or any Related Party, or (v) otherwise, and in each case, whether or not foreseeable. This provision shall survive any termination or expiration of the Agreement.

19. INSURANCE. Exhibitor is required to carry property and liability insurance in amounts sufficient to cover any losses or liabilities exhibitor may incur in connection with the Show, including without limitation, due to damage or loss to exhibitor's property or injury to the person and/or property of others. Notwithstanding the foregoing and except as otherwise provided in the Exhibitor Manual, at all times that exhibitor has access to the Show grounds, exhibitor shall maintain at a minimum the following insurance from an insurance company rated B+ or above by A.M. Best Company (or equivalent insurance rating agency):

(a) Workers' compensation/employer's liability insurance in compliance with the laws of the state where the Show is held, with a liability limit that complies with statutory requirements; and

(b) General commercial liability insurance, including contractual liability and advertising injury coverage, with a minimum liability limit of not less than \$1,000,000 combined single limit per occurrence and \$2,000,000 aggregate.

Exhibitor's policy should add Penton Media, Inc. and Penton Business Media, Inc. and their respective affiliates and the applicable Show facility, as additional insureds.

By executing the Agreement, exhibitor represents and warrants that it has all such insurance in effect and that it shall maintain all such insurance at least through exhibitor's occupancy of the exhibit space and the Show facility. If requested by Show Management, exhibitor shall provide a certificate of insurance evidencing the required coverage.

20. REJECTED EXHIBITS. Exhibitor acknowledges and agrees that its exhibit shall be admitted and shall be permitted to remain in the Show only upon continued strict compliance by exhibitor with all terms, conditions, standards, policies and other provisions of the Agreement. Any violation by exhibitor of the Agreement, including without limitation, any violation of the rules and regulations of the Show or facility, shall subject exhibitor to termination of the Agreement and the forfeiture of exhibit space and any monies paid on account thereof, and Show Management shall be entitled to exercise any other rights or remedies under applicable law. Upon written notice of termination, Show Management shall have the right to take possession of exhibitor's space, remove all persons and properties of or related to exhibitor, and hold exhibitor accountable for all risks and expenses incurred in such removal. No portion of the rental fee shall be returned if rejection or removal occurs upon violation of the Agreement.

21. **FORCE MAJEURE.** Show Management shall not be liable for delay or failure of performance or fulfillment of this Agreement (including delivery of exhibit space) caused by an act of God; action by any governmental or quasi-governmental entity; fire, flood or other disaster; public enemy; insurrection; riot; explosion; embargo; terrorist attacks; strikes whether legal or illegal; labor or material shortage; work slowdown; transportation interruption of any kind; authority of law; the building being destroyed or substantially damaged; or any other cause beyond the control of Show Management (“Force Majeure Event”). If the Show is not held due to any Force Majeure Event, Show Management will refund to exhibitor the amount paid for its exhibit space less expenses incurred by Show Management for the Show up to the date of cancellation.

22. **AMENDMENTS TO STANDARDS, RULES AND POLICIES.** Show Management reserves the right to modify all standards, rules and policies, and to adopt additional standards, rules and policies in its sole discretion. Any such modifications and additions shall be made available promptly to exhibitor and shall be effective immediately upon adoption, and exhibitor agrees to comply with all such modifications and additions.

23. **DEFAULT.** Exhibitor shall pay the fee set forth in the exhibit space contract (overdue amounts are subject to interest at the rate of 1.5% per month or, if less, the maximum rate permitted by applicable law). Exhibitor will not be permitted entry to the Show unless full payment has been made of all outstanding past due invoices billed to exhibitor or its agent/agency. Any default by exhibitor under this Agreement shall constitute a default under any and all other agreements between Show Management and exhibitor including, but not limited to, all contracts relating to the Show (e.g., sponsorship and event marketing contracts and other fee-based or barter activities; each an “Ancillary Contract”). In such event, Show Management, in its sole discretion, shall be entitled to apply any amounts deposited or paid by exhibitor under any Ancillary Contract to amounts due under this Agreement. If application of any such amount causes a default under an Ancillary Contract, Show Management shall be entitled to such remedies as may be provided in such Ancillary Contract. Similarly, any default under any Ancillary Contract shall constitute a default hereunder and shall entitle Show Management to its remedies hereunder. Exhibitor will be responsible for all expenses (including reasonable legal fees) incurred by Show Management in collecting amounts past due. Upon a material breach hereunder (e.g., failure to pay the fees due in strict accordance with the payment terms set forth in the exhibit space contract, failure to comply with any rules, regulations or standards, or default under any Ancillary Contract), Show Management shall have the right to immediately terminate this Agreement and exhibitor’s participation in the Show without incurring any liability therefor.

24. GENERAL. Each party agrees to perform its obligations hereunder as an independent contractor to the other party, and this Agreement does not create any actual or apparent agency, partnership, joint venture, or relationship of employer and employee between them for any purpose, including taxes or employee benefits. Neither party is authorized to enter into or commit the other party to any agreements, and neither party will represent itself as the agent or legal representative of the other party. Exhibitor will not make or consent or cause to be made any public announcement, or produce, distribute or publish, or consent or cause to be produced, distributed or published, any press release or other public statement referring to the subject matter or content of this Agreement, or the business relationship between the parties, without the express, prior written approval of Show Management. This Agreement shall be governed and construed in accordance with the laws of the State of New York, without regard to its conflicts of laws provisions, and the state and federal courts located in New York, NY shall have exclusive jurisdiction of any actions arising in connection herewith, and each party hereby submits to the jurisdiction of same. Exhibitor may not assign or subcontract its rights or obligations under this Agreement without the prior written consent of Show Management. All of the terms and provisions of this Agreement shall be binding on, and shall inure to the benefit of, the respective successors and permitted assigns of the parties. The waiver by either party of a breach or violation of any provision of this Agreement shall not constitute a waiver of any subsequent or other breach or violation.