Sponsorship Terms & Conditions- Conferences, Events, and Expo's

Upon execution and submission of the Sponsorship Agreement (collectively, the "Agreement"), the participating Company ("Sponsor") shall be bound by the terms and conditions set forth herein and by such amendments or additional terms and conditions which may be established by Endeavor Business Media, LLC and Event, (hereinafter referred to as "Endeavor" or "Event"). References to Event herein shall be deemed to include Endeavor, its subsidiaries and any and all duly authorized representatives, agents or employees of the foregoing.

1. This Agreement authorizes participation by the Sponsor for members of its staff in Event in accordance with the relevant sponsorship package purchased by Sponsor.

2. PAYMENT TERMS Non-refundable payment in full for total sponsorship amount is due thirty days after signing agreement, which will be invoiced to Sponsor and due Net 30. In the event the agreement is signed 30 days or less prior to the Event, payment is due immediately upon signing of the Agreement. As this is an event with a limited number of Sponsors, cancellations are at the sole discretion of Endeavor. If Endeavor has not received payment in full before the date of the Event, Sponsor may be refused the opportunity to participate in the Event until its financial obligation is satisfied.

3. CANCELLATION: After execution of this Agreement, Endeavor will be entitled to keep any and all monies received from Sponsor as liquidated damages, it being understood that Endeavor will be harmed by Customer's failure to participate in the Event and further that Endeavor's losses and damages from Sponsor's breach of this Agreement as well as a precise value of services provided by Endeavor prior to the conclusion of the Event are difficult to ascertain and therefore, the parties agree that the liquidated damages described herein are the parties' reasonable judgment of the losses to Endeavor for Sponsor's breach of this Agreement and are not a penalty. Monies received prior to the Event are used by Endeavor for promoting, preparation of materials and other expenses incurred for the Event.

4. Sponsor agrees that any and all promotional activities of any kind or nature outside the agenda such as signs, easels, or hotel room drops, are prohibited without the prior written consent of Endeavor. Sponsor is prohibited from distributing items at the Event other than as expressly permitted by the applicable sponsorship terms without Endeavor's prior written approval. During the Event, Sponsor shall conduct itself, and shall require its agents, employees, contractors, and authorized representatives to conduct themselves at all times in accordance with customary standards of decorum and good taste in the industry. Sponsor is prohibited from taking photographs of other than of Sponsor's own exhibition space, without Endeavor's prior written approval. Sponsor agrees not to play, broadcast or have performed any copyrighted material without first presenting to Endeavor proof satisfactory to Endeavor that Sponsor has all required licenses and permissions, including but not limited to ASCAP and BMI. Sponsor will not display or distribute libelous, obscene or offensive materials.

5. Sponsor grants to Endeavor a fully-paid, perpetual, worldwide, non-exclusive license to use, display, and reproduce (in print, electronically, or otherwise) Sponsor's name, trade names, logos, and product names in any listing of those companies or organizations

sponsoring the Event, including, but not limited to, Event promotional materials. In addition, Sponsor authorizes Endeavor to take photographs of Sponsor's exhibit and staff during, before, or after the Event and to use such photographs for any legitimate promotional purpose of Endeavor. Sponsor may not use the name, trademarks, logos or research of Event or any other of Endeavor's name, trademarks, logos, or research in its booth or in any information it provides to its clients, except to inform clients that it will be participating as an exhibitor or sponsor of Event. The use of any logo or name of Endeavor, including the Event logo or name, by Sponsor before, during or after the Event is strictly forbidden without the prior written consent of Endeavor.

6. Endeavor reserves the right to cancel, postpone, re-name or relocate the Event or change the dates on which it is held. If Endeavor relocates the Event to another venue or changes the dates for the Event, no refund will be due Sponsor and Endeavor will reasonably replicate the applicable sponsorship and to the extent the sponsorship includes exhibit space, Endeavor shall assign to Sponsor, in lieu of the original space, such other exhibit space as Endeavor deems appropriate at the new venue and Sponsor shall accept such space under the terms of this Agreement. Endeavor shall not be liable, financially or otherwise, to Sponsor in the event the Event is re-named, postponed or relocated.

7. Neither Endeavor nor its officers, managers, employees, or other representatives will be responsible for any injury, loss or damage that may occur to Sponsor or to Sponsor's employees, invitees, licensees or guests, or to Sponsor's property from any cause whatsoever (including, but not limited to, errors or omissions in any Event promotional materials). Under no circumstances shall Endeavor or its representatives be liable for (a) any special, indirect, incidental or consequential loss or damages whatsoever, including by reason of the negligence of any other persons present at the Event, or from theft, fire, water, accident or any other cause, or (b) any loss of profit, loss of use, loss of opportunity or any cost or damage resulting from any such loss. Sponsor acknowledges that the risk allocation of this section of the Agreement is reasonable based on the understanding that Sponsor shall obtain at its own expense, adequate insurance (specified below) against any such injury, loss or damage.

8. The Sponsor hereby agrees to indemnify, defend and hold harmless Endeavor and the Event venue against and from any and all claims, demands, suits, liability, damage, loss, costs, including reasonable attorneys' fees, and actual expenses of whatever kind or nature that arise out of or relates to (i) any act, omission or negligence of Sponsor or its invitees, representatives, employees, agents or contractors; and (ii) any violation of any covenant or condition of this Agreement by Sponsor or its invitees, representatives, employees, agents or contractors.

9. In the event of an act of God, war, fire, strike, government regulation, public catastrophe, terrorism or imminent fear of such, or other similar acts beyond the control of Endeavor, Endeavor will not be liable to Sponsor for any failure to perform its obligations under this Agreement.

10. Sponsor agrees to comply with and be bound by all laws of the United States and the local jurisdiction where the venue is located and rules and regulations of the local Police and Fire Department and those policies and criteria which have been established by Endeavor or the venue for use of the areas designated.

11. Endeavor and Sponsor agree that any dispute arising out of this Agreement shall be governed by the laws of the State of Tennessee, without regard for choice of laws rules, and in any suit arising therefrom the Sponsor hereby agrees to consent to the jurisdiction of the courts of the State of Tennessee, and that venue for any such suit shall lie in the state or federal courts located in Davidson County, Tennessee. If any part of this agreement is deemed to be invalid, the remainder of the agreement shall remain in force to the greatest extent permitted by law. Sponsor further agrees that, with or without notice or demand, Sponsor shall reimburse Endeavor for all expenses (including reasonable attorney's fees, collection fees and court costs) incurred by Endeavor in connection with any indebtedness of Sponsor or the collection thereof.

12. This Agreement is deemed an offer by Endeavor to Sponsor and Sponsor's acceptance indicated acceptance in full of the terms and conditions of this Agreement and will bind both parties thereto. This Agreement contains the entire agreement of the parties hereto with respect to the matters contained herein and may not be modified, discharged or terminated except by a written instrument, signed by the party to be charged.

13. OTHER MATTERS. The Event is owned and managed by Endeavor Business Media, LLC. Sponsor understands and agrees that it may not assign this Agreement, in whole or in part, or any rights thereunder to any third party without the prior written permission of

Endeavor. All matters not expressly covered in the Agreement are subject to the reasonable decision of Endeavor, which decision shall be final. Caption headings in this Agreement are for convenience purposes only and are not to be used to interpret or define the provisions of this Agreement.