

Agreement to Rules & Terms

APPLICATION AND CONTRACT TERMS AND CONDITIONS—American Evaluation Association

This Application and Contract to participate in the American Evaluation Association's ("AEA") Evaluation 2023 Conference ("Event") at the JW Marriot Indianapolis ("Facility") over October 9-14, 2023 including but not limited to move-in and move out dates ("Event Dates") shall become effective when it has been submitted by the exhibiting and sponsoring company and accepted by AEA. The individual signing this Application and Contract represents and warrants that he/she are duly authorized to execute this binding Application and Contract on behalf of the exhibiting company. By signing below, the exhibiting company agrees to be bound by the terms and conditions below. The exhibiting company agrees that upon acceptance of this Application and Contract by AEA, with or without appropriate payment of the exhibition fee and or sponsor fees and further action by the supporting company, this Application and Contract, together with the terms and conditions below, (collectively "this Contract") shall become a legally binding contract between AEA and exhibiting company ("Exhibitor").

ELIGIBILITY CRITERIA FOR EXHIBITORS (Including Products Eligible for Exhibit Space)

The Event is designed to provide a showcase of products and services either specifically designed for, or customarily used in, the evaluation fields. Only firms and organizations whose services are appropriately related to the purpose of AEA shall be permitted to exhibit. AEA reserves the right to decline or prohibit any exhibit which in its judgment is inappropriate, this reservation being all includes as to persons, things, printed matter, products and conduct.

AEA reserves the right to refuse rental of display space to any company whose display of goods or services is not, in the opinion of AEA, likely to be compatible with the general character and objectives of the Event. In the event that an exhibitor is evicted for violating these restrictions, AEA is not liable for any refunds, rental or other exhibition expenses.

BOOTH RENTAL FEE

For purposes of this Contract, the amount of the rental cost associated with the booth selected by Exhibitor is referred to as the "Exhibit Booth Fee."

Basic Show Package - \$1,300

Showcase Table - 2.5' x 6' skirted table and two (2) chairs

50-word profile in our conference mobile app

Access to the conference mobile app

Name and table number listed in the conference mobile app and on exhibit sign

Exhibitors also receive a discount on advertising in the conference program

Two (2) exhibit only registrations for your exhibit staff

Basic Show Package for Non-Profits - \$1,000

All Sponsorship fees are variable based on opportunity and must be mutually agreed upon by AEA sales manager.

Exhibitors will be bound by the AEA and Regulations which will be included in the Exhibitor Services Manual.

ASSIGNMENT OF SPACE

For all Contracts received space will be assigned on a first-come, first-served basis. If an Exhibitor is acquired by another exhibitor after their initial space selection, the acquired exhibitor can move to the acquiring exhibitor's booth without any financial liability. Alternatively, the acquired exhibitor may retain its contracted space to exhibit its own products and also may display the company name of the acquiring exhibitor but not the acquiring exhibitor's products.

Exhibitor should frequently review its space location and changes to neighboring booths/areas for updates to the floor plan.

It is the Exhibitor's responsibility to keep up with changes to their assigned area. AEA anticipates alterations to the initial plan and cannot be held responsible for changes that may affect a participating Exhibitor's selection of space.

AEA will maintain a waitlist for any Exhibitor who wishes to be placed in a different booth location after their initial selection. To be added to the waitlist, Exhibitor shall submit a written request, including the requested size of space to exhibits@eval.org. Exhibitors are added to the waitlist on a first-come, first-served basis based on date and time of email receipt by AEA.

AEA reserves the right to change Event hours or dates, to rearrange the floor plan, and/or to relocate any Exhibitor as it deems necessary at any time.

PAYMENTS, CANCELLATIONS & REFUNDS

Exhibitor must remit a 100 percent of the total Exhibit Booth Fee within 30 days the submission of receiving your booth and sponsorship invoice. A Contract submitted on or after September 8, 2023 must be accompanied by full payment of the Exhibit Booth Fee at the time of submission. A Contract will not be processed, nor space assigned, without the required Exhibit Booth Fee payments. Credit card payments can be made online using American Express, MasterCard or Visa. Checks must be payable to American Evaluation Association and can be remitted to the following address via the U.S. Postal Service:

American Evaluation Association:

P.O. Box 423391

Washington, DC 20042-3391

For ACH/wire payments, please email exhibits@eval.org for remittance instructions.

AEA reserves the right to hold or revoke Exhibitor badges for any Exhibitor with an unpaid balance and to instruct all official show contractors to deny goods and services.

CANCELLATION OF FULL OR PARTIAL SPACE BY EXHIBITOR

Cancellation of exhibit space must be directed via email to exhibits@eval.org, provided that the cancelling Exhibitor obtains confirmation of AEA's receipt of the email on or before the cancellation deadline. For cancellations of space received between the initial contract date and September 8, 2023, Exhibitor is responsible for, and AEA retains, 50 percent of the total space rental charge as a cancellation fee. Full payment is required and no refunds whatsoever will be made on cancellations or reductions of space after September 8, 2023. Should an Exhibitor cancel even partial space after September 8, 2023, the Exhibitor is responsible for the full space rental charge for the originally contracted exhibit space.

Notwithstanding the foregoing, Exhibitor will have no right to cancel all or any portion of assigned exhibit space or this Contract subsequent to AEA's cancellation of the Event pursuant to Section 6.

CANCELLATION OR CHANGES TO 2023 by AEA

If for any reason beyond AEA's control determines that this annual conference must be cancelled, shortened, delayed, dates changed, or otherwise altered or changed, Exhibitor understands and agrees that AEA shall not refund any amounts Exhibitor paid towards the Exhibit Booth Fee and that all losses and damages that it may suffer as a consequence thereof are its responsibility and not that of AEA or its directors, officers, employees, agents or subcontractors. Exhibitor understands that it may lose all monies it has paid to AEA for space at the Event, as well as other costs and expenses it has incurred, including travel to the Event, setup, lodging, decorator freight, employee wages, etc.

Exhibitor, as a condition of being permitted by AEA to be an Exhibitor in the Event, agrees to indemnify, defend and hold harmless AEA, its directors, officers employees, agents and subcontractors from any and all loss which Exhibitor may suffer as a result of Event cancellation, duration, delay or other alterations or changes caused in whole, or in part, by any reason outside AEA's control. The terms of this provision shall survive the termination or expiration of this Contract.

ELIGIBILITY TO EXHIBIT

AEA reserves the right to determine the eligibility of any exhibitor for inclusion in the Event and to prohibit an exhibitor from conducting and maintaining an exhibit if, in the sole judgment of AEA, the exhibitor or exhibit or proposed exhibit shall in any respect be deemed unsuitable. Exhibitor's eligibility to exhibit in the Event must remain in effect from the time of submission of the Contract to the time of the Event and should AEA determine that Exhibitors no longer eligible to exhibit at the Event (though previously deemed eligible), AEA may notify the Exhibitor and may terminate this Contract without liability upon written notice to Exhibitor. AEA Members wishing to exhibit will only be allowed to exhibit under the name of the organization in membership.

SUBLETTING OF EXHIBIT SPACE PROHIBITED

Exhibitor is prohibited from assigning or subletting a booth or any part of the space allotted to it nor shall it exhibit or permit to be exhibited in its space any products or advertising materials which are not a part of its own regular products, or which are not compatible with the purpose and/or character of Evaluation 2023 as determined by AEA in its sole discretion.

PROMOTIONAL ACTIVITIES

Further, Exhibitor shall not engage in any promotional activities which AEA determines to be outside the purpose and/or character of the Evaluation 2023 as determined by AEA in its sole discretion.

RETAIL SALES

Sales at the Event and on the tradeshow floor are allowed. All companies selling product must follow all state and local laws in regards to taxes and sales.

Indiana Department of Revenue (IDR) requires that all persons and entities making retail sales within the State of Indiana collect and remit sales tax, even if selling only one time per year. The State of Indiana sales tax rate is 7% of the gross sales amount. Vendors and promoters must also contact local taxing authorities for local sales tax rates where special events are held.

Also note that vendors participating in the nonprofit event must collect and remit 7% Indiana sales tax on sales that occur during the event. The link to the Annual Application for Exemption request form 1048 can be found here: <https://forms.in.gov/Download.aspx?id=2813>. The Indiana Department of Revenue does not collect local sales and use taxes. Exhibitor must contact the local jurisdiction to find out the local rate and how to remit their payment to them. Exhibitor may check the link for contact information for the locals.

INTELLECTUAL PROPERTY MATTERS

The Exhibitor represents and warrants to AEA that no materials used in or in connection with its exhibit infringe the trademarks, copyrights (including, without limitation, copyrights in music and other materials used or broadcast by Exhibitor) or other intellectual property rights of any third party. The Exhibitor agrees to immediately notify AEA of any information of which Exhibitor becomes aware regarding actual or alleged infringement of any third party's trademarks, copyrights or other intellectual property rights. The Exhibitor agrees to indemnify, defend and hold AEA, officers, directors, employees, agents, successors and assigns harmless from and against all losses, damages and costs (including attorneys' fees) arising out of or related to claims of infringement by Exhibitor, its employees, agents, or contractors of the trademarks, copyrights and other intellectual property rights of any third party.

Notwithstanding the foregoing, AEA, its officers, directors, employees, agents, and each of them, shall not be liable for and expressly disclaims all liability for infringement or alleged infringement of the trademarks, copyrights or other intellectual property of any third party arising out of the actions of any Exhibitors. The terms of this provision shall survive the termination or expiration of this Contract.

USE OF AMERICAN EVALUATION ASSOCIATION NAME

AEA's, Evaluation 2023, and Event logo are registered trademarks owned by the AEA. Participation by Exhibitor in the Event does not entitle Exhibitor to use such names or logos, except that Exhibitor may reference the Event and use the Event logo with reference to Exhibitor's participation as an exhibitor at the Evaluation 2023.

Participation in the Event does not imply endorsement or approval by AEA of any product, service or participant and none shall be claimed by any participant.

SET-UP TIME

Set-up of exhibits begins in the Facility at 10:00 AM, October 11, 2023. If an exhibit is not set-up by 4:00 PM, October 11, 2023, AEA reserves the right to cancel such space, to re-assign such space to another Exhibitor, or to make such other use of the space as deemed necessary or appropriate. AEA reserves the right to set-up the exhibit or remove the freight from the booth at the Exhibitor's expense. AEA reserves the right to modify move-in/Show Hours/move-out, in which case all Exhibitors will be notified prior to the effective date of such changes. No refund will be made to the original contracting Exhibitor with respect to AEA's election of any rights under this Section 13.

DISMANTLING OF EXHIBITS

Exhibits are to be kept intact until the closing of the Exhibit Hall on October 13, 2023. No part of an exhibit shall be removed during the Show Hours without special permission from AEA. Should Exhibitor begin dismantling its booth before the close of the Exhibit Hall may lose part or all of its priority points and may entirely lose the privilege of exhibiting at future AEA events.

All freight must be removed from Facility by 7:00 pm, October 13, 2023. If exhibits are not removed by this time, AEA reserves the right to remove exhibits and charge the expense to Exhibitor and AEA shall have no liability for any loss or damage to Exhibitor's exhibit property caused by such removal.

BADGES

Exhibitor will be provided (2) complimentary Exhibitor only badges per (1) Showcase purchased which include access to the exhibit hall only. Exhibitor badges allow access to the Exhibit Hall during the move-in, Show Hours, and move-out:

Event attendees do not have access to the Exhibit Hall until October 11, 2023. Should Exhibitor give its badges to an Event attendee in order for the attendee to gain access to the Exhibit Hall prior to this time may, at the sole discretion of AEA,

lose part or all of its company's priority points, and may entirely lose the privilege of exhibiting in future AEA events. AEA reserves the right to give an Exhibit Hall Pass to any Exhibitor or Event attendee in order to grant them access to the Exhibit Hall at any time.

MINIMUM AGE FOR ADMISSION

Children under the age of 16 are not permitted in the Exhibit Hall at any time. Any attendees or exhibitors arriving with children under the age of (16) will be denied access to the Exhibit Hall with such children without any exceptions or refunds.

EXHIBITOR LIABILITY

Exhibitor remains solely responsible for the safety of its property at all times during transit to and from the Facility and in the Exhibit Hall. Neither AEA, its directors, officers, employees, agents, subcontractors, nor SmithBucklin, (collectively "Show Management") are responsible for Exhibitor's property or any loss thereto from any cause.

EXHIBITOR HEREBY WAIVES AND RELEASES ANY CLAIM OR DEMAND IT MAY HAVE AGAINST ANY OF THE SHOW MANAGEMENT BY REASON OF ANY DAMAGE TO OR LOSS OF ANY OF ITS PROPERTY.

INDEMNIFICATION

Exhibitor agrees that it will indemnify, defend and hold AEA, their respective officers, directors, employees, agents and each of them, harmless from and against a) the performance or breach of this Contract by Exhibitor, its employees, agents or contractors; b) the failure by Exhibitor, its employees, agents or contractors to comply with applicable laws, regulations and ordinances; and c) the act, omission, negligence, gross negligence, or willful misconduct of Exhibitor, its employees, agents, contractors, licensees, guests, or invitees. This indemnification of Show Management by Exhibitor is effective unless such injury was caused by the sole gross negligence or willful misconduct of Show Management. Exhibitor agrees that if Show Management or AEA is made a party to any litigation commenced by or against Exhibitor, or relating to this Contract or the premises leased hereunder, then EXHIBITOR WILL PAY ALL COSTS AND EXPENSES, including attorneys' fees, INCURRED BY OR IMPOSED UPON SHOW MANAGEMENT OR American Evaluation Association BY REASON OF SUCH LITIGATION. THE TERMS OF THIS PROVISION SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THIS CONTRACT.

INSURANCE

Exhibitor is required to maintain and to provide a Certificate of Insurance (COI) to Show Management on or before September 15, 2023 evidencing the following:

- General liability with limits not less than \$1,000,000 per occurrence, \$2,000,000 in the aggregate
- Owned (if applicable), hired and non-owned auto liability with limits not less than \$1,000,000 per occurrence
- Workers' compensation with state statutory limits
- Employer's liability with limits not less than \$500,000
- Commercial umbrella liability with limits not less than \$5,000,000
- Personal property and equipment on a special form replacement cost basis

AEA and the Indianapolis Marriot Downtown, are to be listed as additional insureds on a primary and non-contributory basis with respect to general/auto/umbrella liability.

A waiver of subrogation must apply to all policies. All carriers are to maintain an A.M. Best rating of not less than A- VII. Exhibitor will not be permitted to set up its booth prior to submitting the proper certificates. Certificates should be sent to: exhibits@eval.org

USE OF SPACE — GENERAL

- Exhibitor is not permitted to display or distribute literature or any promotion outside the confines of its assigned exhibit space in the Exhibit Hall. Distribution or display of promotional material in public areas of the Facility or meeting rooms is strictly prohibited. AEA also reserves the right to remove, at Exhibitor's cost, any promotional material or product deemed by Show Management as not suitable for display at Evaluation 2023.
- Exhibitor is prohibited from possessing, displaying or depicting any products or components or company names in their booth that could be interpreted as being a promotion or comparison (features, benefits, price etc.) of another company. For member discounts, only the name of the AEA member contracting for the exhibit space will be listed in the published conference material or in the mobile app.
- No exhibit will be permitted that interferes with the use of other exhibits or impedes access to them or impedes the free use of the aisles.
- Distribution by Exhibitor, or its agents, of any printed materials, souvenirs or other articles shall be restricted to the Exhibitor's exhibit space. No noisemakers, helium balloons, lighter-than-air objects, gummed stickers or labels will be permitted as handouts.
- Any special promotions, music or stunts planned by Exhibitor at any time during the Event must be approved with AEA. Details should be submitted to Show Management via email to exhibits@eval.org at least 10 business days prior to the start of the Event. AEA reserves the right to designate specific days and hours during which special promotions and stunts may be conducted, if they are permitted at all.
- AEA allows drawings, games of chance and raffles in the Exhibit Hall, subject to the prior written approval of AEA. Exhibitor must abide by all State, county, and city statutes and regulations regarding drawings, games of chance and raffles.
- No animals are permitted in the Facility other than service animals.
- Exhibitor must abide by all of the General Policies, Rules, and Regulations of the Facility, a copy of which is included in the Exhibitor Services Manual, made available to Exhibitor in September. The Facility has reserved the right to update, change or amend its rules and regulations after publication in the Exhibitor Services Manual. To obtain a copy of the General Policies, Rules, and Regulations of the Facility prior to publication in the Exhibitor Services Manual Exhibitor may email exhibits@eval.org.
- Exhibitor shall be responsible for compliance with the Americans with Disabilities Act. Exhibitor shall indemnify, defend and hold Show Management harmless from any and all claims, costs, expenses or other damages, arising out of Exhibitor's breach of this provision consequences of Exhibitor's failure in this regard. The terms of this provision shall survive the termination or expiration of this Contract. For more information on the Americans with Disabilities Act and how to make exhibit space accessible to persons with disabilities, please contact:

U.S. Department of Justice ADA, Civil Rights Division Disability Rights Section – NYAV 950 Pennsylvania Avenue, NW Washington, D.C. 20530 USA phone: +1.800.514.0301 (voice) +1.800.514.0383 (TTY), website: www.ada.gov

- Helium or other compressed gas tanks must be properly secured to prevent toppling. Facility reserves the right to require compressed gas tanks to be removed from the Exhibit Hall during Show Hours. Helium-filled balloons are allowed in the Facility only as a display, and must be fastened to the booth. Balloons may not be given out within the Facility. All lighter-than-air objects must be removed from the Facility at the close of the Event. Facility reserves the right to assess a fee for retrieving any escaped lighter-than-air objects to the Exhibitor.
- The Indianapolis Marriot Downtown is the only official housing vendor for the Event and other companies may not provide the prices, service and reliability available Indianapolis Marriot Downtown. If you are contacted by ANY company except Indianapolis Marriot Downtown about hotel reservations for Evaluation 2023, please inform Show Management at exhibits@eval.org. AEA shall not be responsible for any damages or costs related to Exhibitor making hotel reservations via an unauthorized solicitation of hotel reservations.
- All booth personnel must be properly and modestly clothed.
- Exhibitor is permitted to serve food and non-alcoholic beverages in its booth during Event Hours. Non-alcoholic beverages do not need to be served by a bartender but all beverages and food must be ordered through the Facility's caterer and follow safety protocols as recommended by AEA staff.
- The Indianapolis Marriot Downtown, the official in-house caterer and at the Facility is the exclusive provider of food and/or beverage items at the Facility. If Indianapolis Marriot Downtown is required to handle, store, refrigerate, transport, deliver, prepare, or service any of the demonstration food and beverage product brought in by the Exhibitor, charges will apply. Only food and/or beverages used for Exhibitor's equipment demonstration will be permitted.
- Exhibitor, at Prospect Development's sole discretion, is prohibited from taking videos and photographs of any booths in the Exhibit Hall, other than their own. Aerial photography, videography or stunts of any kind by an Exhibitor, i.e. drones, are strictly prohibited. The Exhibitor acknowledges and agrees that the AEA, its employees and contractors may take photographs/videos, which could include images of Exhibitor, its name and logo, its representatives and its exhibits while attending the Exhibition. Exhibitor hereby consents to and grants to the AEA and its affiliates, the unrestricted, perpetual, worldwide, royalty-free and transferable right and license to use (and grant others the right to use) the images worldwide without any compensation. Exhibitor acknowledges that AEA is the sole and exclusive owner of all rights in the images and hereby waives (a) any and all rights in and to such images, and (b) any and all claims Exhibitor and its representatives may have relating to or arising from the images or their use.
- Music in the booth or at any of Exhibitor's function held in conjunction with the Event is subject to applicable copyright and licensing fees. It is the sole responsibility of the Exhibitor to pay applicable fees.
- All exhibit fixtures and booth structures are permitted to a maximum height of (8') (2.44 m) in all Showcases.. Exhibitor agrees to abide by these maximum height limits and all other Booth Construction/Display Rules & Regulations included in the Exhibitor Services Manual. To obtain a copy prior to publication in the Exhibitor Services Manual, Exhibitor may email exhibits@eval.org.
- Umbrellas and canopies are considered part of the overall booth components and may not protrude into the aisle.

USE OF SPACE — LIGHTS/ AUDIO / VEHICLES ETC.

- No spotlight may be directed toward the aisles or so directed that it proves to be irritating or distracting to neighboring Exhibitors or guests.
- Droplights or special lighting devices must be hung at a level or positioned so as not to prove to be an irritant or distraction to neighboring Exhibitors or guests.
- No strobe light effects are permitted.
- Projectors, computer screens or TV screens must not cause people to block the aisle. Computer screens and TV screens are considered part of the overall booth components and may not protrude into the aisle.
- Loud speakers or operation of equipment, which is of excessive sound volume to be annoying to neighboring Exhibitors or guests is not permitted based on the 80/80 Rule: Any sound that consistently exceeds 80 decibels measured at the edge of an Exhibitor's booth or is clearly identifiable more than 80 feet from that booth is considered objectionable.
- No lighting, fixtures, lighting trusses, or overhead lighting are allowed outside the boundaries of the exhibit space. All lighting should be directed to the inner confines of the booth space. Lighting should not project onto other exhibits or aisles. Exhibitors intending to use hanging light systems are required to submit a detailed floor plan with light locations and dimensions, including height, of all items in the booth, to Show Management for review and approval by July 28, 2023.
- Vehicles may not be displayed without prior written approval from AEA and the Public Safety Department of the Facility.

MEETINGS & DISPLAYS OUTSIDE EXHIBIT AREA

In order to ensure the success of the Event and avoid dilution of benefits extended to all partners, Exhibitor may not extend invitations, call meetings or otherwise encourage absence of other exhibitors/sponsors attendees from any program or other component of the Event during Show Hours or any function sponsored in connect with the Event without prior notice to and approval by AEA.

Absolutely no exhibits are permitted outside the Facility. There are to be no displays in hotel rooms, hotel public areas or other facilities or areas contracted or used by AEA.

HOTEL ROOMS, SUITES & MEETING ROOMS

AEA reserves the right to control all suites and meeting rooms in the Facility and in those hotels participating in the AEA housing block. These controls have already been set up with each property. If you have interest in hosting any type of private event during the conference, please email exhibits@eval.org with the event format and proposed date and time. No meetings, private functions, including lunch meetings, or entertainment can be scheduled during Show Hours. No product displays or demonstrations are permitted in meeting rooms. Activities that conflict with the nature of Evaluation 2023 are not permitted. Suites and meeting rooms are assigned on a first-come, first-served basis and only to Exhibitors and organizations allied with AEA.

FIRE REGULATIONS

- All materials used in exhibit booth(s) must be of a non-flammable nature. Electric signs and equipment must be wired to meet the specifications of the Facility and the Indianapolis Fire Prevention Division.
- If Exhibitor has equipment that produces heat, smoke or open flames as an integral part of product demonstration, Exhibitor must provide ventilation, safety equipment and proper insulation and utility connections meeting all local fire regulations. Under such circumstances, Exhibitor must also receive written approval of plans from the Facility, the Indianapolis Fire Prevention Division and from AEA. A heat producing device form to request approval from the Indianapolis Fire Prevention Division is included in the Exhibitor Services Manual.
- A complete list of all fire regulations is included in the Exhibitor Services Manual. The Indianapolis Fire Prevention Division has reserved the right to update, change or amend its rules and regulations after publication in the Exhibitor Services Manual.

LABOR RELATIONS

- Full-time employees of Exhibitor may set up Exhibitor's own exhibits without assistance from the event's General Services Contractor (GSC). Any labor services that may be required beyond what Exhibitor's regular full-time employees can provide must be rendered by the GSC and can be ordered in advance through the GSC's exhibitor service portal.
- If Exhibitor intends to use an Exhibitor Appointed Contractor (EAC) to install and/or dismantle their booth, Exhibitor must register their EAC no later than 30 days prior to move-in. An EAC registration form is provided in the Exhibitor Services Manual. An original Certificate of Insurance must be filed with AEA in order for any EACs to gain access to the Exhibit Hall. The Facility follows the ESCA (Exhibition Service Contractors Association) Badging System. All EACs are required to wear both a Facility Access Credential and individual Event credential at all times.
- Exhibitor may hand carry its own materials into the exhibit facility. Hand carry must be through designated and authorized entrance points to the venue. The use or rental of dollies, flat trucks and other mechanical equipment, however, is not permitted. The General Services Contractor controls access to the loading docks in order to provide for a safe and orderly move-in/out. Only full-time employees of the exhibiting company are allowed to hand carry items. Unloading and reloading at the dock of any and all contracted carriers are handled by the General Services Contractor. Privately operated vehicles are not permitted for self-unload or re-load at the loading dock, and material must be handled by the General Services Contractor at the prevailing rate.

EXHIBITOR SERVICES MANUAL

To be sent out at a future date prior to the show.

WARRANTIES

AEA makes no warranties, either express or implied, as to the availability or suitability of the contractors, services and/or equipment of the Facility, AEA, or their respective employees, agents or contractors.

AMENDMENTS/ INTERPRETATION

AEA reserves the right to amend and enforce this Contract. Written notice of any amendments shall be given to Exhibitor. Exhibitor, for itself, its agents and employees, agrees to abide by this Contract set forth therein, or by any subsequent amendments. AEA reserves the sole right to interpret this Contract. All interpretations are final and are not subject to review or to appeal. Exhibitor, in the sole interpretation of AEA shall be subject to disciplinary action up to and including ejection from the Event and refusal to participate in any future events of AEA.

ENFORCEMENT/ MISCELLANEOUS

This Contract is governed by Washington, DC law and the Exhibitor consents to the exclusive jurisdiction of the State and Federal courts seated in Washington, DC, with respect to any action arising out of this Contract or AEA. The parties explicitly acknowledge and agree that the provisions of this Contract are both reasonable and enforceable. However, the provisions of this Contract are severable and, as such, the invalidity of any one or more provisions shall not affect or limit the enforceability of the remaining provisions. Should any provision be held unenforceable for any reason, then such provision shall be enforced to the maximum extent permitted by law.

This Contract will be binding on the Exhibitor's heirs, successors and assigns.

LIMITATION OF LIABILITY

IN NO EVENT SHALL THE FACILITY, AEA , THEIR OWNERS, MANAGERS, OFFICERS OR DIRECTORS, AGENTS, EMPLOYEES,

INDEPENDENT CONTRACTORS, SUBSIDIARIES AND AFFILIATES (COLLECTIVELY "American Evaluation Association PARTIES") BE LIABLE TO THE EXHIBITOR OR ANY THIRD PARTY HIRED BY OR OTHERWISE ENGAGED BY THE EXHIBITOR FOR ANY LOST PROFITS OR ANY OTHER INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING ATTORNEY'S FEES AND COSTS, ARISING OUT OF THIS APPLICATION AND CONTRACT OR CONNECTED IN ANY WAY WITH USE OF OR INABILITY TO USE THE SERVICES OUTLINED IN THIS APPLICATION AND CONTRACT OR FOR ANY CLAIM BY EXHIBITOR, EVEN IF ANY OF THE AEA PARTIES HAVE BEEN ADVISED, ARE ON NOTICE, AND/OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF SUCH DAMAGES. EXHIBITOR AGREES THAT AEA PARTIES' SOLE AND MAXIMUM LIABILITY TO EXHIBITOR, REGARDLESS OF THE CIRCUMSTANCES, SHALL BE THE REFUND OF THE EXHIBIT BOOTH FEE. EXHIBITOR AGREES TO INDEMNIFY AND DEFEND AEA FROM ANY CLAIMS BROUGHT BY A THIRD PARTY HIRED BY, OR ENGAGED BY THE EXHIBITOR FOR ANY AMOUNT BEYOND THE EXHIBIT BOOTH FEE. FURTHER, EXHIBITOR AGREES TO PAY ALL ATTORNEYS' FEES AND COSTS INCURRED BY AEA PARTIES ARISING OUT OF, OR IN ANY WAY RELATED TO, THIS CONTRACT. EXHIBITOR SHALL BE SOLEY RESPONSIBLE FOR ITS ATTORNEYS' FEES AND COSTS.

PERSONAL INFORMATION CONSENT

EXHIBITOR ACKNOWLEDGES THAT PERSONAL INFORMATION OF ITS COMPANY CONTACTS MAY BE USED BY AEA: (A) TO FULFILL THE PURPOSE AND OBLIGATIONS OF THIS CONTRACT; (B) TO COMMUNICATE OTHER INFORMATION ABOUT AEA;

(C) TO ENGAGE IN OUTREACH TO SOLICIT CORPORATE SUPPORT OF AEA IN THE FUTURE; AND (D) IN FURTHERANCE OF ANY OTHER PURPOSE OUTLINED IN AEA'S PRIVACY POLICY.