

The Beyond Service User Conference trade show will be in the same room as meals and the morning general sessions.

Renaissance Orlando at Seaworld®
6677 Sea Harbor Drive
Orlando, FL 32821 (USA)

Venue Phone Number: (407) 351-5555

2022 – Exhibitor/Sponsorship Application and Agreement

January 9-12, 2022
 Renaissance Orlando at Seaworld®
 6677 Sea Harbor Drive
 Orlando, FL 32821 (USA)

1. Exhibitor/Sponsor Information (PLEASE PRINT)

Company Name: _____

Attendee #1 Full Name: _____ Job Title: _____

Attendee #1 Phone: _____ Email: _____

Street Address: _____

City: _____ State/Province: _____ Zip: _____ Country: _____

Phone: _____ Fax: _____

Email for App: _____ Website: _____

Attendee #2 Full Name: _____ Job Title: _____

Attendee #2 Phone: _____ Email: _____

Please Complete and Email
 to: Charlie Trainor
 ctrainor@workwave.com

Questions?
 Contact:
 (484) 709-0053
 (Charlie Trainor)

Email:
 ctrainor@workwave.com

2. Exhibitor/Sponsorship Levels and Selections: All exhibitors are encouraged to use the contract drayage company for all shipments, as the venue is unable to accept or store large shipments.

Please note that only Gold thru Diamond sponsorships will be able to exhibit motorized equipment.

Booth Number Selection #1: _____

Booth Number Selection #2: _____

Sponsorship Level Selection:

Presenting: \$ _____

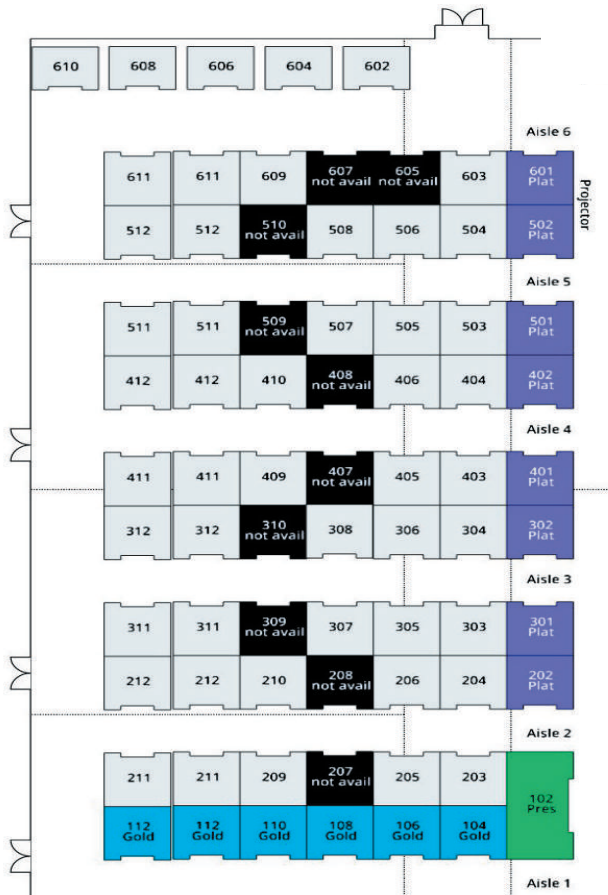
Platinum Sponsor: \$ _____

Gold Sponsor: \$ _____

Silver Sponsor: \$ _____

Note: If you are exhibiting powered machinery, you must read and agree to the attached "Exhibitor/Sponsor Rules and Regulations for Displays, Vehicle/Equipment/Machinery Display Safety Regulations" from Renaissance Orlando at Seaworld included with this package.

Information regarding
 Event shipments,
 electrical and internet
 will be forwarded to all
 participants
 November 1, 2021



Additional Booth Attendees: If bringing more than 2 listed above, list their first and last names, job titles and email addresses below. Please refer to your sponsorship level guidelines to determine how many attendees are included with your package.

Please list your donated prize for the Vendor Reception Raffle. Note a brief description, or a URL where description can be found. Also note value of prize below:

PAYMENT TERMS: 50% upon signing reserves your space / 100% by November 15, 2021

SIGN HERE: Exhibitor/Sponsor has read and agrees to the General Terms and Conditions included in this Agreement. Exhibitor/Sponsor understands that this Agreement shall be legally binding between the Exhibitor/Sponsor and WorkWave LLC upon acceptance by signature below by Exhibitor/Sponsor and countersignature by WorkWave LLC. Exhibitor/Sponsor understands that any changes in the information in this Agreement must be provided or agreed to by WorkWave LLC in writing.

Exhibitor/Sponsor's Authorized Signature: X _____ Date: _____

Exhibitor/Sponsor's Name (Please Print): _____ Title: _____

WorkWave LLC: _____ Title: _____

Date Received: _____

Exhibitor/Sponsor Rules and Regulations for Displays, Vehicle/Equipment/Machinery Display Safety Regulations

Please read carefully: All companies must be in compliance in order to exhibit and remain on the show floor

VEHICLE/EQUIPMENT/MACHINERY DISPLAY SAFETY REGULATIONS

1. Although NO liquids in the equipment is preferred, we understand this might not be possible – a “minimal” amount would be acceptable.
2. Fueling or de-fueling of vehicles shall be prohibited
3. All equipment must be placed on plastic/Visqueen for duration of display
4. Vehicles and like equipment requires a “spotter” in front of the moving vehicle for pedestrian protection
5. At NO time will equipment be allowed to operate indoors
6. At least one battery cable shall be removed from the batteries used to start the vehicle engine
Batteries used to power auxiliary equipment shall be permitted to be kept in service
7. Any damage to carpeting and other flooring caused by the exhibiting company due to inappropriate moving of vehicles, equipment or machinery will be the sole responsibility of the exhibiting company
8. Vehicles (gas or during exhibit hours battery powered) shall not be operated
9. Staffing for moving of vehicles/equipment is the responsibility of the exhibitor. Resort Staff will not be available to assist
Resort staff will be available to review/supervise

Violations will be charged as follows:

1st offense: The exhibitor will be given a written warning and the materials will be confiscated and discarded.

2nd offense: The individual(s) conference badge will be confiscated. He/She will be escorted off of the show floor and not permitted to return for the balance of the day. A 2nd written warning will be served.

3rd offense: The exhibiting company will be fined \$1,000 billed directly to the exhibiting company by show management. Displayed equipment will be removed from trade show floor; all additional exhibit hall badges will be confiscated and no refunds for booth space or sponsorship will be provided.

Exhibiting Company Name: _____

Exhibiting Contact Name (Please Print): _____ Title: _____

Authorized Signature: _____ Date: _____

**Please sign and email back along with balance of Agreement to:
ctrainor@workwave.com**

Exhibitor/Sponsor Rules and Regulations for Displays, Sound Levels and Distribution of Promotional Materials

Please read carefully: All companies must be in compliance in order to exhibit and remain on the show floor

DISTRIBUTION OF PROMOTIONAL ITEMS REGULATION

Distribution of advertising material and solicitation of any sort shall be restricted to the contracted Exhibitor's booth. Distribution of said materials in common areas such as the aisles of the exhibit floor, the registration area, the hallways leading to the exhibit halls and session rooms, the taxi and bus drop off area outside of the entrance to the convention center and every area other than the exhibitor's contracted booth space is strictly prohibited. Violations will be charged as follows:

1st offense: The exhibitor will be given a written warning and the materials will be confiscated and discarded.

2nd offense: The individual(s) conference badge will be confiscated. He/She will be escorted off of the show floor and not permitted to return for the balance of the day. The distributed materials will be discarded. A 2nd written warning will be served.

3rd offense: The exhibiting company will be fined \$1,000 billed directly to the exhibiting company by show management. Distributed materials will be discarded and additional exhibit hall badges will be confiscated and no refunds for booth space or sponsorship will be provided..

Exhibitor initials: _____

MATERIAL DISPLAY REGULATION

Exhibitor shall arrange its exhibit so as not to obscure or prejudice adjacent exhibitors. All Exhibits will abide by the RCID2011 Special Event Requirements - Building and Safety Department Policies. Obstructive exhibits or objectionable activities or odors are prohibited. Exhibit display items will not extend into halls and walkways. Display items include, but are not limited to, booth structures, banners and signage, counter cards, posters, magazines, business cards, etc. These items must display ONLY the contracted exhibitor's products or promotional materials. Any exhibitor violating this material display regulation will be asked to re-format their booth structures so as to comply with the exhibit line of sight rules. If the booth structure will not allow this, that part of the booth or the booth in its entirety will be removed from the exhibit hall floor.

NO second or third party displaying of materials is allowed. If a contracted exhibitor would like to ask for a variance to allow another company's promotional materials on display in their booth, a sample of the item must be sent to ctrainor@workwave.com for approval. All requests will be evaluated to determine if display of these materials is in the best interest of the vendor expo. Any non-approved promotional materials not belonging to the contracted exhibitor will be confiscated and discarded.

Exhibitor initials: _____

BOOTH NOISE LEVEL

A maximum decibel level of 80 must be maintained by all exhibitors at all times during the show. Sound amplifying devices may be operated at levels not to exceed 80 decibels. Show management, at its sole discretion, has the right to stop all electrical services being provided to the booth should any exhibitor not comply or abuse the noise level policy. Violations will be charged as follows:

1st offense: The exhibitor will be given a verbal warning and reminded of the show sound policy and asked to reduce their sound level to the required 80 db.

2nd offense: A written warning will be served, the exhibitor will be fined \$500 billed directly by show management, Exhibitor will be told to reduce the level to a max of 80 db and be warned that the next offense will result in termination of the exhibitor's electrical services.

3rd offense: The exhibiting company will be fined an additional \$1,000 billed directly to the exhibiting company by show management. The exhibitor's electrical services will be terminated and no refunds for electrical services already paid for or electrical services rendered will be provided.

Exhibitor initials: _____

Exhibiting Company Name: _____

Exhibiting Contact Name (Please Print): _____ Title: _____

Authorized Signature: _____ Date: _____

**Please sign and email back along with balance of Agreement to:
ctrainor@workwave.com**

General Terms and Conditions

Please read carefully

For mutual consideration, the sufficiency of which is hereby acknowledged, the exhibitor and/or sponsor named in this application and agreement ("**Exhibitor/Sponsor**") hereby agrees to make payment to WorkWave LLC ("**WorkWave**") as stated herein, and WorkWave agrees to permit, subject to the terms and conditions herein, Exhibitor/Sponsor to occupy booth space ("**Booth Space**") at the Beyond Service User Conference ("**Conference**") scheduled to be held at the Renaissance Orlando at Sea World in Orlando, Florida ("**Conference Center**") for presenting and demonstrating products and/or services. The application and agreement ("**Agreement**") consists of the document to which these General Terms and Conditions are attached and any other written instructions, rules, regulations, procedures and/or guidelines provided to Exhibitor/Sponsor before the Conference ("**Conference Instructions**"), all of which are incorporated by reference.

Grant of License; No Assignment or Sublease: WorkWave hereby grants Exhibitor/Sponsor a revocable sublicense to use Booth Space. This Agreement is not a lease, and no leasehold or tenancy is intended to be nor shall be created as a result of this Agreement. Exhibitor/Sponsor shall not assign its rights or obligations hereunder or sublicense or share the assigned Booth Space with another business unless prior approval has been obtained in writing from WorkWave. Any attempted assignment, sublicense or sharing arrangement without the required consent shall be void at WorkWave's option. This Agreement is binding upon all successors and permitted assigns of Exhibitor/Sponsor and WorkWave. Exhibitor/Sponsor grants WorkWave a nonexclusive, nontransferable, worldwide, royalty-free license to use and display Exhibitor/Sponsor's name, trademarks, service marks, copyrights and logo for signage and other purposes in furtherance of this Agreement. Exhibitor/Sponsor warrants and represents that it has all right, title, and interest therein and thereto or it secured all appropriate permissions to convey this license.

Term and Termination: The term of the Agreement begins as of the date of countersignature by WorkWave and continues through the last date of the Conference ("**Term**"). Exhibitor/Sponsor may terminate this Agreement only for material breach of this Agreement by WorkWave with thirty (30) days prior written notice if such breach is not cured within the thirty (30) day period. Otherwise, Exhibitor/Sponsor may not terminate this Agreement for any reason except as expressly permitted herein. WorkWave may terminate this Agreement with or without cause with prior written notice to Exhibitor/Sponsor and without liability. Termination shall not relieve Exhibitor/Sponsor of any obligations that accrue prior to the effective date of termination. Exhibitor/Sponsor acknowledges and agrees that the promotion of Exhibitor/Sponsor in the program guide, signage, and in other Conference media may continue after termination of the Agreement if termination becomes effective after WorkWave has published such material and the license granted by Exhibitor/Sponsor will be extended in such instance. Upon termination, Exhibitor/Sponsor agrees to return to WorkWave any tangible versions and to destroy any electronic versions of complimentary Exhibitor/Sponsor badges, registrant lists, attendee lists and other materials that may be provided by WorkWave hereunder. Termination will not relieve either party of any obligations that accrue prior to termination.

Outstanding Balance: Exhibitor/Sponsor acknowledges and agrees that during the Term it will remain current with and will make timely payment of all amounts owed hereunder, in accordance with the payment schedule set forth herein. In addition to its other available remedies, WorkWave reserves the right to reassign Exhibitor/Sponsor's Booth Space, to refuse Exhibitor/Sponsor's inclusion in the Conference program guide, website, signage, and other media as well as roundtables and discussions (as applicable) and/or to terminate this Agreement (i.e. cancel and refuse Exhibitor/Sponsor access to the Booth Space), if Exhibitor/Sponsor owes outstanding amounts to WorkWave or if Exhibitor/Sponsor materially breaches any obligation under this Agreement. In addition, Exhibitor/Sponsor agrees to be responsible for all costs of collection including, but not limited to, attorneys' fees and legal costs for any past due amounts. Exhibitor/Sponsor may be assessed and agrees to pay a late charge equal to the rate of 1.5% interest per month, or the maximum legal interest rate if lower, on all payments not made when due, and such interest will accrue until amounts due are paid in full.

Compliance with Laws and Conference Instructions: Exhibitor/Sponsor represents and warrants that it will adhere to and comply with all applicable federal, state, city and other local jurisdictional laws, regulations and rules in effect during the term of this Agreement including, but not limited to, all laws, ordinances and regulations pertaining to health, fire prevention and public safety while participating in or with respect to the Booth Space and the Conference. Exhibitor/Sponsor agrees to comply at all times with any and all Conference Instructions, as well as any and all instructions, rules, regulations, procedures and/or guidelines of the Conference Center. Additionally, Exhibitor/Sponsor shall be responsible for making its Booth Space comply with the requirements of the Americans with Disabilities Act. Exhibitor/Sponsor shall not bring into the Conference Center any explosives, combustible or hazardous materials, or decorative materials that are not fireproof or flameproof. WorkWave and/or the Conference Center reserve the right to remove from the premises any person whose conduct is objectionable, disorderly, disruptive, or in violation of any law, Conference Instructions and/or instructions, rules, regulations, procedures and/or guidelines of the Conference Center.

Booth Space Allotment: It is the policy of WorkWave to deposit all checks and to process credit card orders for payment of the Booth Space charge upon receipt. The deposit and/or processing of such payments does not legally obligate WorkWave to provide any specific location within the Booth Space, and WorkWave shall not be liable for its failure to provide such space. WorkWave shall make reasonable efforts to accommodate a request for specific Booth Space.

Cancellation of Booth Space: All requests to cancel Booth Space must be made to WorkWave in writing. See Liquidated Damages section for fees associated with cancellation. Exhibitor/Sponsor badges, Conference registrant and attendee lists and all tangible copies of such items must be returned to WorkWave, and deleted if in electronic form, with written certification by an officer of Exhibitor/Sponsor if and when WorkWave accepts cancellation of Booth Space. In the event that Exhibitor/Sponsor enters into separate agreement(s) with WorkWave for Conference sponsorship or meeting room space, Exhibitor/Sponsor hereby acknowledges and agrees that if it later attempts to cancel this Agreement and if WorkWave accepts such cancellation under the terms of this Agreement, then all separate Conference sponsorship and/or meeting room agreement(s) between WorkWave and Exhibitor/Sponsor will terminate and all cancellation fees set forth in this Agreement and each separate, executed sponsorship and/or meeting room agreement(s) will be due to WorkWave immediately in accordance with their terms.

Conference Changes: In the event it becomes necessary for WorkWave to use an alternate location for the Conference, WorkWave reserves the right to change the Booth Space location or to reallocate Booth Space at its discretion. WorkWave may at any time, in its sole discretion, cancel the Conference, close the Conference on any day or days, and/or vary the hours that the Conference is open to visitors, without liability. Should WorkWave cancel the Conference, it may terminate this Agreement immediately and without liability upon providing Exhibitor/Sponsor with notice.

Shipment of Goods: Exhibitor/Sponsor is responsible for the shipment and delivery of its exhibit equipment and materials to and from the Conference Center. Shipments should be addressed as stated in the Conference Instructions. WORKWAVE IS NOT LIABLE OR RESPONSIBLE FOR ANY INCIDENTS OF LOSS, THEFT, DAMAGE OR OTHERWISE OF EXHIBITOR/SPONSOR'S EQUIPMENT, MATERIALS OR OTHER PROPERTY BEFORE, DURING OR AFTER THE CONFERENCE.

No Endorsement: Exhibitor/Sponsor acknowledges that WorkWave does not endorse the product(s) or services(s) included in the Booth Space and agrees that it will not directly or indirectly represent that WorkWave has or will make such an endorsement.

Confidential Information: WorkWave and Exhibitor/Sponsor agree not to use or to disclose to third parties at any time any nonpublic information of the other that is labeled or identified in writing as confidential except as is required to perform its obligations hereunder or as may be authorized in writing by the other, excluding any such information that is made public through no fault of the receiving party, was independently developed by the receiving party, or is required to be disclosed to a government authority by formal order or request.

Lists: If WorkWave provides Exhibitor/Sponsor with any list(s) of Conference registrants and/or attendees, Exhibitor/Sponsor acknowledges and agrees that such lists and their contents are trade secrets, proprietary and confidential data owned exclusively by WorkWave (as between Exhibitor/Sponsor and WorkWave), and nothing herein shall be construed to transfer such ownership. WorkWave hereby grants Exhibitor/Sponsor a limited, revocable, nonexclusive, nontransferable license to use each list (if applicable) one time for the sole purpose of notifying Conference registrants and/or attendees of its participation in the Conference. WorkWave may monitor list usage. Any other use of the list(s) by Exhibitor/Sponsor will constitute great harm to WorkWave and such breach may result in no access to attendee lists and exhibit and sponsorship opportunities in future years in addition to other available remedies, at WorkWave's discretion. Exhibitor/Sponsor agrees to destroy tangible list(s) and to delete digital list(s), including all copies, after use or upon the termination of this Agreement for any reason. Exhibitor/Sponsor agrees that any use of personal information of Conference registrants and attendees is subject to applicable laws and hereby warrants and represents that it will comply with all applicable laws.

No Scheduling Conflicts: During the Conference dates, Exhibitor/Sponsor agrees not to schedule or conduct an Exhibitor/Sponsor-sponsored meeting or event for attendees of the Conference at a time that conflicts with any portion of the WorkWave-scheduled Conference events. Any violation of this provision will constitute a material breach of this Agreement by Exhibitor/Sponsor and will be deemed a cancellation of the Booth Space subject to the Cancellation Fee stated in the Liquidated Damages section and the cancellation of benefits provided under this Agreement.

Presentation, Space Use, Decorations, Signs, etc.: WorkWave reserves the right to approve and to reject, at its sole discretion, Booth Space exhibits and presentations and Booth Space use. Any rejected use must be removed immediately upon notice from WorkWave. Instructions, guidelines, restrictions, and regulations concerning Booth Space use, decorations, signs, etc. are set forth herein and in the Conference Instructions; Exhibitor/Sponsor agrees to strictly adhere to them. Any Booth Space use that interferes with the use of any exhibit, impedes access to any exhibit, or

impedes access to or use of any aisles will not be permitted. In addition, Booth Space personnel including, but not limited to, demonstrators, receptionists, and models are required to confine their activities within the Exhibitor/Sponsor's Booth Space. Exhibitor/Sponsor's Booth Space staff will be modestly attired to maintain the professional and business climate of the Conference. WorkWave reserves the right to restrict the use of glaring lights or objectionable light effects. Exhibitor/Sponsor will not present exhibits that include any derogatory remarks directed at another Exhibitor/Sponsor's products or services. Exhibitor/Sponsor must provide all equipment in conjunction with the Booth Space except as otherwise stated herein. Booth Space that does not comply with the terms or regulations detailed in the Conference Instructions may be altered by WorkWave at Exhibitor/Sponsor's expense. It is Exhibitor/Sponsor's sole responsibility to secure all rights to use any third party intellectual property.

Staffing and Occupancy of Booth Space: During all the hours that the Conference is open, Exhibitor/Sponsor agrees to have the Booth Space occupied with display materials and at least one representative. In the event Exhibitor/Sponsor does not fulfill this staffing and display requirement, WorkWave may terminate this Agreement with or without notice and without liability or further obligation to Exhibitor/Sponsor, and Exhibitor/Sponsor will immediately discontinue use of the Booth Space. WorkWave may prohibit Exhibitor/Sponsor from rebooking for and/or participating in future WorkWave events for tear-down or move-out before the end of the Conference.

Registration Badges: Exhibitor/Sponsor's representatives are required to wear registration badges for proper identification at all times while working in the Booth Space. Badges may not be shared; only one badge per person.

Photography: Use of cameras, digital cameras, mobile phone cameras and video cameras is not permitted in the Conference without the express consent of an authorized WorkWave representative.

Age Restrictions: No one under the age of 18 is allowed to be inside of the Conference areas during the Conference.

Smoking Policy: Smoking is strictly prohibited in the Conference.

Insurance: Exhibitor/Sponsor acknowledges that WorkWave does not maintain insurance coverage for Exhibitor/Sponsor's property, employees, contractors, agents, and other personnel, or for Exhibitor/Sponsor's losses. For the entire Term, Exhibitor/Sponsor shall obtain and maintain at its expense insurance issued by a company authorized to do business in the State of Florida. The minimum coverage required is: Workers Compensation, statutory amount under Florida law; Employer's Liability, statutory amount under Florida law; Commercial General Liability (including Blanket Contractual Liability) combined for bodily injury and property damage, one million dollars (\$1,000,000.00) per occurrence, and two million dollars (\$2,000,000.00) general aggregate; Commercial Automobile Liability insuring owned, non-owned or hired vehicles to be used in and out of the Conference Center, five hundred thousand dollars (\$500,000.00) in respect of injuries for each person, one million dollars (\$1,000,000.00) in respect of injuries to more than one person, and five hundred thousand dollars (\$500,000.00) property damage, or one million dollars (\$1,000,000.00) combined single limit. As evidence of such coverage, Exhibitor/Sponsor shall forward to WorkWave a certificate of insurance at least thirty (30) days prior to the Conference, which shall include "WorkWave LLC" as additional insureds on a primary, noncontributory basis for all coverages other than Workers Compensation and Employer's Liability coverages, and which shall include a provision requiring a notice to WorkWave of cancellation of coverage not less than thirty (30) days after Exhibitor/Sponsor first learns of any such cancellation. Exhibitor/Sponsor's insurance terms or endorsement will indicate that the insurance carrier shall have no right of recovery or subrogation against WorkWave. Exhibitor/Sponsor agrees to notify WorkWave immediately of any material change in or cancellation or non-renewal of the policies during the Term. In the event of any cancellation of Exhibitor/Sponsor's insurance coverage, WorkWave reserves the right to immediately terminate this Agreement with notice to Exhibitor/Sponsor, without liability.

Liquidated Damages: Cancellation by Exhibitor/Sponsor constitutes a material breach of this Agreement. Nonperformance of Exhibitor/Sponsor's payment obligations constitutes a cancellation. In the event of cancellation, a fee for cancellation equal to one hundred percent (100%) of the contracted exhibit/sponsor package will be due and payable to WorkWave or will be retained if previously paid ("Cancellation Fee"). The parties acknowledge and agree that cancellation by Exhibitor/Sponsor will result in substantial harm and hardship to WorkWave that is difficult to ascertain at the time that the parties enter into this Agreement. Therefore, the parties agree that any Cancellation Fee constitutes liquidated damages and not penalties and that these amounts are a fair and reasonable provision for WorkWave's damages in the event of Exhibitor/Sponsor's cancellation. WorkWave does not waive any of its available remedies. Acceptance of cancellation request(s) is/are only effective if accepted in writing by WorkWave and the Cancellation Fee is paid in full.

Disclaimer; Limitation of Liability: EXCEPT AS MAY BE EXPRESSLY PROVIDED HEREIN, WORKWAVE DOES NOT MAKE ANY EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES OF ANY KIND, INCLUDING WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY OF: (i) MERCHANTABILITY; (ii) FITNESS FOR A PARTICULAR PURPOSE; OR (iii) THE CONDITION, QUALITY AND/OR CONFIGURATION OF THE BOOTH SPACE, CONFERENCE WEBSITE, MOBILE APP, SIGNAGE, PROGRAM GUIDE, LISTS OR SERVICES PROVIDED BY WORKWAVE. EXCEPT AS REQUIRED BY APPLICABLE LAW, WORKWAVE AND ITS DIRECTORS, OFFICERS AND EMPLOYEES ARE NOT AND WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE TO ANY PROPERTY OR INJURIES SUSTAINED BY THE EXHIBITOR/SPONSOR OR ITS AFFILIATES, EMPLOYEES, AGENTS, INVITEES, CONTRACTORS, OR OTHER PERSONNEL FOR ANY CAUSE WHATSOEVER IN CONNECTION WITH OR DURING THE CONFERENCE OR WHILE IN TRANSIT TO OR FROM THE CONFERENCE. IN NO EVENT SHALL WORKWAVE OR ITS DIRECTORS, OFFICERS, AGENTS, EMPLOYEES, SUBSIDIARIES, AFFILIATES, ASSIGNEES, OR SUCCESSORS BE LIABLE FOR THE PAYMENT OF ANY PUNITIVE, CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR INDIRECT DAMAGES INCLUDING, WITHOUT LIMITATION, LOST PROFITS, REGARDLESS OF THE BASIS OF THE CLAIM AND WHETHER OR NOT WORKWAVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL WORKWAVE BE RESPONSIBLE TO EXHIBITOR/SPONSOR HEREUNDER FOR ANY AMOUNTS EXCEEDING THE TOTAL BOOTH SPACE CHARGE. The parties agree that Exhibitor/Sponsor shall have no right or authority for any claims arising solely under this Agreement to be arbitrated or litigated on a class action basis on its behalf or joined or consolidated with claims of other parties.

Indemnification: Exhibitor/Sponsor shall indemnify, hold harmless and defend WorkWave and its directors, officers, agents, employees, subsidiaries, assignees, and successors ("Indemnitees") from and against all third party claims, losses, liabilities, damages, actions, expenses and judgments including, without limitation, attorneys' fees and litigation and arbitration expenses recovered from or asserted against the Indemnitees or any one of them arising out of this Agreement for: (i) any bodily injury of any persons resulting from acts or omissions of Exhibitor/Sponsor, its officers, employees, contractors, invitees, or agents; (ii) any loss of, through theft or otherwise, or damage to property resulting from acts or omissions of Exhibitor/Sponsor, its employees, officers, contractors, invitees or agents; (iii) WorkWave's use in accordance with the terms of this Agreement of patented, trademarked or copyrighted materials, equipment, devices, or processes furnished by Exhibitor/Sponsor; (iv) any infringement or alleged infringement by Exhibitor/Sponsor or its employees, agents, representatives, contractors or personnel on third party intellectual property rights in connection with the Conference or the Exhibitor/Sponsor's use of Booth Space, and/or (v) Exhibitor/Sponsor's breach of any of its obligations under this Agreement.

Survival: The following provisions shall survive the Term or any earlier termination of this Agreement: Outstanding Balance; Compliance with Laws, etc.; Cancellation of Booth Space; Conference Changes; Shipment of Goods; Lists; No Scheduling Conflicts; Liquidated Damages; Disclaimer; Limitation of Liability; Indemnification; Survival; and Miscellaneous.

Miscellaneous: No Joint Venture. Exhibitor/Sponsor and WorkWave are contractors independent of one another, and nothing in this Agreement shall be construed to create a partnership, joint venture, agency relationship or other joint enterprise between them. Neither party has the authority to bind the other to any third person or otherwise to act in any way as the representative of the other, unless otherwise expressly agreed to in writing signed by both parties hereto. **Severability.** Should any provision of this Agreement be held to be void or unenforceable, the remaining provisions shall remain in full force and effect, to be read and construed as if the void or unenforceable provision(s) were originally deleted. **Notices.** Any notices or other communications under this Agreement shall be deemed properly served when sent postage prepaid by registered or certified mail with return receipt requested or by commercial delivery service with delivery receipt. Notices to WorkWave must be addressed to 101 Crawfords Corner Road Suite 2511-W, Holmdel, New Jersey 07733, Attn: Legal Department, with a copy to generalcounsel@workwave.com. Notices to Exhibitor/Sponsor must be addressed to the Agreement signatory using the contact information provided herein unless other notice has been provided to WorkWave in writing. Notwithstanding the foregoing, Exhibitor/Sponsor hereby agrees that email from WorkWave to Exhibitor/Sponsor's contact person listed in this Agreement or other designated employee will be acceptable and sufficient notice for invoices, cancellation or termination, as well as notice for the occurrence of a force majeure event. **Waiver of Breach.** No failure by either party to take action on account of any breach by the other shall constitute a waiver of any other breach of performance by the other. **Disputes.** Any and all disputes arising in connection with this Agreement shall be submitted first to the senior officer of each party for informal resolution. The validity, interpretation, and performance of this Agreement shall be governed by the laws of New Jersey, without regard to conflict of laws principles, and Exhibitor/Sponsor agrees hereby to submit irrevocably to the personal jurisdiction of the federal and state courts of Monmouth County, New Jersey. **Entire Agreement.** This Agreement constitutes the entire agreement between Exhibitor/Sponsor and WorkWave with respect to the subject matter hereof. This Agreement supersedes any prior oral agreements, negotiations and understandings between the parties concerning the subject matter hereof. Except as otherwise stated herein, any amendment to this Agreement must be in writing and signed by both parties. However, notwithstanding the foregoing, WorkWave shall have the authority to enforce, interpret and amend the terms set forth in this Agreement and in the Conference Instructions and to make additional rules and regulations which in its discretion shall be necessary for and in the best interests of the Conference. **Force Majeure.** WorkWave shall not be deemed in breach or otherwise liable under this Agreement due to its failure or inability to perform any or all of its obligations hereunder arising out of or caused, directly or indirectly, by circumstances beyond its reasonable control including, but not limited to, acts of God, earthquakes, fires, floods, wars, civil or military disturbances, acts of war, threats or acts of terrorism, government regulation or action, public health crisis or epidemic/pandemic, strike, fire, unavailability of transportation, unavailability of Conference facility, power failure, loss or malfunction of utility, loss or malfunction of transportation, loss or malfunction

of telecommunication service, riot or sabotage, inability to obtain labor or equipment, or unavailability of transportation which make it inadvisable, commercially impracticable, impossible, or illegal to perform its obligations or to hold the Conference. In the event WorkWave delays or cancels the Conference due to the COVID-19 public health crisis, WorkWave will apply amounts paid hereunder by Exhibitor/Sponsor for the rescheduled dates of the Conference. *Precedence*. If there are any terms in the Conference Instructions that conflict with the terms and conditions of this Agreement, the provisions of this Agreement shall supersede and have precedence. The parties agree that the terms of any subsequently issued purchase order shall not modify the terms of this Agreement and will not supersede or have precedence over the terms of this Agreement. Only the terms of this Agreement shall govern this transaction. *Headings*. Headings are used for convenience only and shall not be included in the interpretation of this document.