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Contract Details

Contract ID [Redacted]

Event Details

Event	SOF Week 2024	Show date from	06/05/2024
Show Location	Tampa Convention Centre	Show date to	09/05/2024

Product	Quantity	Sales Price	Total Price
[Redacted table content]			

[Redacted text block]

Contract fees

Deposit %	50%	[Redacted]
Payment 1 %	50%	

Event Payment Link

[Redacted text block]

The discounted GSOF Corporate Partner rate applies to space only with Clarion Events and not with 3rd parties.

TERMS AND CONDITIONS

The following Terms, Compliance and Eligibility to Exhibit are part of the Exhibitor/Sponsor/Media Agreement order form to which they are attached. Such order form and the Contract Fees set forth thereon ("Fees"), together with these Terms and Conditions (collectively, the "Agreement"), with or without a payment, shall constitute a contract between Exhibitor/Sponsor or Customer on the one hand ("Customer" or "Exhibitor"), and Organizer or Publisher on the other hand ("Organizer"), for Exhibition and/or Sponsorship at the Event and/or for Media Services ("Services"). Organizer shall provide certain Services on behalf of Global SOF Foundation. Capitalized terms used in these Terms and Conditions and not defined have the meanings defined on the order form.

COMPLIANCE AND ELIGIBILITY TO EXHIBIT

The Event Organizers have defined the following policy on matters of compliance at the event, which is based primarily on the definitions and restrictions set out in (i) EU Council Regulation (EC) No 1236/2005, (ii) The Convention on Cluster Munitions 2008, (iii) The Convention on the Prohibition of the Use, Stockpiling, Production and Transfer of Anti-Personnel Mines 1997, (iv) U.S. Export Administration Regulations, and (v) U.S. International Traffic in Arms Regulations.

Export control regulations may apply to exhibits based upon both U.S. legislation and legislation from the territory of origin of the Exhibitor. Such legislation or regulations may cover the exportation of goods, the transfer of technology, the provision of technical assistance overseas and activities connected with trade in controlled goods. Exhibitors whose activities may be impacted by such legislation or regulations are required to ensure they have the necessary licenses and mechanisms in place.

It is solely the Exhibitors' responsibility to obtain all necessary licenses and authorities. Compliance audits will take place throughout the event, and Exhibitors who are in breach of this policy will forfeit their right to exhibit.

A. Compliance and Eligibility to Exhibit

All Exhibitors' equipment, services, documentation and all other forms of visual promotion and display, exhibited or proposed must be of a type, which complies with

1. U.S Federal and State Law;
2. Law in the territory of origin of the exhibitor;
3. UN Law and UN international undertakings; and
4. The terms and conditions contained herein.

These controls may encompass export from the country of origin, involvement in movements of these goods between overseas countries where the deal is made in the territory, or by a person of the territory of origin of the Exhibitor based overseas. It is important that your organization is aware of all current applicable trade controls and whether they affect your business prior to exhibiting at the event.

Breach of any aspect of relevant trade controls will be treated as breach of the event terms and conditions regarding Compliance and Eligibility to Exhibit.

Display of goods, or the related promotional material for items described below are expressly prohibited at all Clarion Defense & Security Events, regardless of the Exhibitor's territory of origin or territory in which the event is staged (the "Prohibited Goods"). This restriction applies to all forms of promotion, including the distribution of brochures or other promotional material from your stand which features images or details of any Prohibited Goods, even if your company does not intend to market these goods at the event. The Prohibited Goods include:

- Goods designed for the execution of human beings;
- Goods banned by the EU because of evidence of their use in torture;
- Restraints specially designed for restraining human beings;
- Riot control or self-protection devices designed or modified to administer an electric shock;
- Certain cluster munitions, including components; and
- Land mines, anti-personnel mines and anti-material cartridges.

If any Exhibitor is caught promoting Prohibited Goods or any other prohibited or controlled goods as determined in Organizers' sole discretion, such Exhibitor will be ejected from the event and could face enforcement action from relevant authorities. Exhibitor waives and Organizers disclaim any and all liability related to any action Organizers must take in response to Exhibitor's failure to comply with this Section A.

B. Equipment, services and documentation exhibited or promoted

U.S. Export Administration Regulations (EAR) governs controls on the export of commercial goods, software, and technology, including "dual-use" items that can be used both for commercial and military purposes. EAR compliance requires a company to adhere to various regulations that are enforced by the Bureau of Industry and Security (BIS).

For more information, please visit the <https://www.bis.doc.gov/index.php>

Contacts details for the BIS can be found at <https://www.bis.doc.gov/index.php/about-bis/contact-bis>

U.S. International Traffic in Arms Regulations (ITAR) The Department of State is responsible for the export and temporary import of defense articles and services governed by 22 U.S.C. 2778 of the Arms Export Control Act (AECA) and Executive Order 13637. That section of the AECA is implemented by the International Traffic in Arms Regulations (ITAR, 22 CFR parts 120-130). The ITAR is available from the Government Printing Office (GPO) as an annual hardcopy or e-document publication as part of the Code of Federal Regulations (CFR) and as an updated e-document. For more information, please visit

https://www.pmddtc.state.gov/?id=ddtc_kb_article_page&sys_id=24d528fddbfc930044f9ff621f961987

Contact details for the Department of Defence Trade Controls can be found at

https://www.pmddtc.state.gov/?id=ddtc_public_portal_contact_us The following equipment and services are prohibited at the event, regardless of the Exhibitor's territory of origin or territory in which the event is staged (the "Prohibited Equipment and Services"):

- Goods designed for the execution of human beings - such as gallows and guillotines, electric chairs, air-tight vaults designed for the purpose of execution by the administration of a lethal gas or substances, automatic drug injection systems designed for the purpose of executing human beings by the administration of a lethal chemical substance;
 - Restraints specially designed for restraining human beings - leg-irons, gang chains, shackles and individual cuffs or shackle bracelets except those that are 'ordinary handcuffs' (handcuffs which have an overall dimension including chain, measured from the outer edge of one cuff to the outer edge of the other cuff, between 150 millimeters and 240 millimeters when locked and have not been modified to cause physical pain or suffering), restraint chairs unless designed for disabled persons, shackle board, thumb-cuffs and thumb-screws, including serrated thumb-cuffs, electric shock belts;
 - Portable devices designed or modified for the purpose of riot control or self-protection by the administration of an electric shock - such as electric-shock batons, electric-shock shields, stun-guns and electric-shock dart-guns - components specially designed or modified for the aforementioned;
 - Hand-held, spiked batons;
 - All cluster munitions, explosive sub munitions and explosive bomblets with the exception of those, which, comply with the provisions of the Oslo Declaration. Specifically, they must have all of the following characteristics:
 - each munition contains fewer than ten explosive sub-munitions;
 - each explosive sub-munition weighs more than four kilograms;
 - each explosive sub-munition is designed to detect and engage a single target object;
 - each explosive sub-munition is equipped with an electronic self-destruction mechanism; and
 - each explosive sub-munition is equipped with an electronic self-deactivating feature;
 - All other non-unitary munitions, explosive sub-munitions and explosive bomblets, together with components specifically designed for such cluster munitions, explosive sub-munitions or explosive bomblets are prohibited. This exclusion does not, however, apply to conventional munitions which are designed to dispense flares, smoke, pyrotechnics or chaff, electrical or electronic effects or which are designed exclusively for an air defense role; and
 - Anti-personnel Landmines, which are defined as a landmine which:
 - is designed to be detonated by the presence, proximity or contact of an individual; and
 - is capable of incapacitating, injuring or killing an individual.
- A component of an anti-personnel mine is anything designed or adapted to form part of an anti-personnel mine. A prohibited object is an anti-personnel mine or any component of an anti-personnel mine.

Further Definitions:

1. Cluster munitions means conventional munitions designed to disperse or release explosive sub-munitions or bomblets.
2. Explosive sub-munitions means conventional munitions, weighing less than 20 kilograms each, which, in order to perform their task, are dispersed or released from another conventional munition and which are designed to function by detonating an explosive charge prior to, on or after impact.
3. Explosive bomblets means conventional munitions, weighing less than 20 kilograms each, which are not self-propelled and which, in order to perform their task, are specifically designed to be dispersed or released by a dispenser affixed to an aircraft, and are designed to function by detonating an explosive charge prior to, on or after impact.
4. A "self-deactivating feature" is one, which automatically renders a munition inoperable by means of the irreversible exhaustion of a component (e.g., a battery) that is essential to the operation of the munition.
5. A "self-destruction mechanism" is an incorporated, automatically functioning mechanism which is in addition to the primary initiating mechanism of a munition, and which secures the destruction of the munition into which it is incorporated.

If any Exhibitor is caught promoting Prohibited Equipment and Services, or any other prohibited or controlled goods as determined in Organizers' sole discretion, such Exhibitor will be ejected from the event and could face enforcement action from relevant authorities. Exhibitor waives and Organizers disclaim any and all liability related to any action Organizers must take in response to Exhibitor's failure to comply with this Section B.

The Organizers reserve the right to make the final decision concerning the eligibility of exhibits and matters of compliance.

Footnotes:

1. Compliance audits will take place before and throughout the event to ensure that equipment, services, documentation and all other forms of visual promotion and display exhibited comply with the above-mentioned undertakings.
2. Exhibitors promoting or exhibiting prohibited items, either overtly or covertly during the exhibition will be in breach of their contract with the Organizers and will forfeit their right to exhibit at the event. The Organizers will take appropriate action, which may involve the removal of equipment, documentation and/or visual promotional material from the stand into safe custody. Relevant authorities in the country where the event is staged and the country of origin of the Exhibitor will be informed by the Organizer of any breach. This may result in legal action being taken against the Exhibitor by these authorities. The stand may be closed immediately and the Exhibitor will have no claim for redress against the Organizers, nor any refund for loss of fees.
3. Exhibitors will not be permitted to exhibit if their sole or predominant aim is to import for immediate resale.
4. The Organizers reserve the right to make the final decision concerning the eligibility of exhibits and matters of compliance. Note: services in respect of the list of prohibited equipment are also prohibited.

C. Prohibited Activities

Trade control legislation may affect anyone in the territory in which the event is staged regardless of nationality. Trade controls cover the trading and transacting in controlled goods between two overseas countries where the deal is made in a third country.

The controls are intended to impact on 'trafficking and brokering' type activities that facilitate the movement of controlled military or paramilitary goods including the movement of goods to countries subject to sanctions, embargos or other restrictions.

All Exhibitors must ensure that they have all necessary trade control licenses in place before undertaking any controlled business or activity.

Companies that manufacture products and technology in the U.S. with either dual (i.e., commercial and military) or solely commercial applications are subject to EAR regulations.

All manufacturers, exporters, temporary importers, brokers, or providers of defense articles, services, or technical data on the USML must comply with ITAR. If you are working with other companies during your handling of ITAR-controlled items, you should ensure that each company in your supply chain has policies in place to remain ITAR compliant.

Any Exhibitor engaging in controlled business or activity either overtly or covertly during the exhibition without all necessary trade control licenses being in place will be regarded as a breach of their contract with the Organizers and will forfeit their right to exhibit at the event. The Organizers will take appropriate action, which may involve the removal of equipment, documentation and/or visual promotional material from the stand into safe custody. Relevant authorities in the territory in which the event takes place and the territory of origin of the Exhibitor will be informed of any breach, which may result in legal action being taken against the Exhibitor by these authorities. The stand may be closed immediately and the Exhibitor will have no claim for redress against the Organizers, nor any refund for loss of fees. Exhibitor waives and Organizers disclaim any and all liability related to any action Organizers must take in response to Exhibitor's failure to comply with this Section C

D. Dangerous exhibits, prohibited weapons, firearms & hazardous equipment

Any Exhibitor, who, by way of trade or business, manufacturers, sells, transfers, repairs, tests or proves or exposes for sale or transfer or has in his possession for sale, repair, test or proof any firearm or ammunition must first obtain relevant licenses and clearances to exhibit or display such equipment from the relevant authorities in the territory in which the event takes place. Any Exhibitor who attempts to exhibit or sell any firearm or ammunition without the appropriate certificate and authority will be liable to ejection from the event and possible prosecution from such authorities. Exhibitor waives and Organizers disclaim any and all liability related to any action Organizers must take in response to Exhibitor's failure to comply with this Section D.

E. Exhibitor registration & accreditation

All personnel attending the event, including Exhibitors' stand personnel, representatives, guests, contractors/subcontractors (stand build and services) and security personnel who will be working on stands and hospitality areas, must be pre-registered to attend the event. It is the responsibility of the Exhibitor to check the bona fides of all personnel that they register to attend the event. All Exhibitors must inform the Organizers of any private security officers or security officers from their own company who may be onsite during the event. The Exhibitor takes responsibility for the bona fides of such security officers. Security Officers employed by Exhibitors have jurisdiction on their tenancy areas only and are not permitted to carry out any duties elsewhere within the event. Information regarding Exhibitors' security and licensing is to be provided to the Organizers on request. Security Officers and Police Officers employed by the Organizers and Organizers Security Management have primacy in all matters concerning breaches of security and have right of access to all tenancy areas.

EXHIBITION SPACE AND SPONSORSHIP (if included on order form, then applicable)

1. Exhibit/Sponsor License. Upon and subject to Organizer's acceptance of this Agreement, Organizer grants Customer a license to occupy

the Exhibit Space ("Space") and/or perform the Sponsorship described on the order form during the Event. Such license is subject to Customer's compliance with this Agreement and the Exhibitor Manual. The Exhibitor Manual will be provided by Organizer to Customer approximately 4 months before the first day of the Event and contains specific rules related to the Event and to Customer's use of the Space and/or Sponsorship. Customer agrees to comply with the rules contained in the Exhibitor Manual and any venue rules applicable to the Event. Subletting or sharing of the Space and/or Sponsorship is prohibited. Organizer may change or modify Customer's Space location/number to a new location/number which Organizer deems to be equivalent to Customer's previous Space location/number. If Customer does not occupy the entirety of Customer's Space for the full duration of the Event, Organizer may choose to refuse entry to the following year's event.

2. **Payments.** Customer agrees to pay the Fees in accordance with the payment schedule set forth on the order form. Without prejudice to any other rights and remedies available to Organizer, if Customer fails to make any payment of Fees when due, Customer agrees to pay a late fee to Organizer on such delinquent Fees of 1.5% per month or if less, the maximum rate allowed by applicable law, until paid in full. If any of Customer's Fees for Space, Sponsorship, or Media Services have not been fully paid, or any of Customer's Space remains unoccupied at the start of the opening day of the Event, Organizer will have the right, in its sole discretion, to license such Space to any other customer, or otherwise use such Space in any manner that Organizer chooses.

3. **Cancellation by Customer.** In the event that Customer wishes to cancel some or all of its allotted Space and/or Sponsorship, Customer may request and Organizer may grant such cancellation, but only with the following understandings: (i) all cancellations must be requested in writing and addressed to Organizer, (ii) Organizer is not required to refund any portion of monies (the first installment, if any, full Fees, or otherwise) previously paid by Customer, and (iii) Customer nevertheless agrees to pay the full Fees based on the original Space and/or Sponsorship before such cancellation will become effective. If Organizer grants such cancellation, Organizer assumes no responsibility or liability for having included the name of Customer in the Event catalog, brochures, news releases, website, or other materials. Upon cancellation of this Agreement, Organizer may (without prejudice to any other available remedy) resell the Space or Sponsorship in any manner as Organizer deems advisable in its sole discretion, without any obligation to Customer.

4. **Customer Materials.** Only items which are, in the Organizer's opinion, within the scope of the Event may be exhibited, displayed or made available from the Space or as part of the Sponsorship. Organizer reserves the right to prohibit an exhibit or part of an exhibit that, in Organizer's sole discretion, may detract from the character or nature of the Event, and Customer Materials will not be permitted to interfere with any other exhibits, sponsorships, the Event itself, or access to exhibits or the free use of aisles. Customer is prohibited from distributing (i) literature, souvenirs, or other items from outside the boundaries of Customer's Space, and (ii) literature, souvenirs, or other items that are not Customer's own materials. Customer will not display or distribute libelous, obscene or offensive materials. Customer may photograph, video or record solely Customer's own Space or Sponsorship and is prohibited from taking photographs, video or otherwise recording other exhibits or aspects of the Event without Organizer's prior approval. These prohibitions apply before, after, and during Event hours. All demonstrations and the distribution of promotional materials must be in accordance with this Agreement. Distribution of food or promotional giveaways must be approved in advance of the Event by Organizer. Customer agrees to deliver to Organizer all materials reasonably required for the performance of this Agreement, including but not limited to, an electronic copy of Customer's logo, in a format and within the deadlines set by Organizer. Customer understands and agrees that after initial proofing of Organizer's use of Customer's logo, any modification or revision of Customer's logo, trade name, or trademark in Customer's Materials is at the sole responsibility and direct cost of Customer. If Customer requests an increase of its Space or Sponsorship or other services (other than upgraded Exhibitor Listings, ancillary add-ons, or for other enhanced services that in the aggregate are less than U.S. \$1,500), a new agreement is required.

5. **Name, Likeness and Certain Other Rights.** Customer hereby grants Organizer the non-exclusive and royalty free right, solely in connection with the Event (including in any form of media created by Organizer) to (i) use Customer's name and logo, (ii) photograph Customer's Space or Sponsorship, and any of its personnel, representatives and visitors attending the Event, and use such photographs in connection with the Event, including in advertising and promoting the Event, and (iii) photograph, record in audio, video or other format, transcribe, accurately summarize, and otherwise document Customer's participation in the Event, and the right to distribute the same throughout the world in all media now known or hereafter developed.

6. **Copyrighted Material.** Customer agrees not to play, broadcast, perform, or distribute any copyrighted material owned by others without first obtaining (at its own expense) all necessary rights and licenses and paying in full all required royalties or other fees. Organizer reserves the right to remove any Customer Material incorporating copyrighted material for which such Customer fails to timely provide sufficient evidence of authorization. Organizer also reserves the right to revoke the Space and/or Sponsorship as a result of the extent of such copyright infringement.

7. **Soliciting/Social Functions.** Customer is prohibited from distributing items at the Event other than as provided for in the Space or Sponsorship. Canvassing at any time during the Event or distribution of advertising matter, souvenirs, or any other items whatsoever by anyone who is not a paid customer is strictly forbidden. Provided Customer has obtained prior written permission from Organizer, Customer may conduct social functions in public areas of the Event venue, host hotel, or other properties in the vicinity of the Event as long as such functions do not conflict with scheduled Event programs or activities.

8. **Customer Personnel.** Specialists qualified to discuss Customer's products must be present during Event hours. Customer will conduct itself and will require its personnel and representatives to conduct themselves at all times during the Event in accordance with customary standards of decorum and good taste.

9. **Liability.** All Customer Materials and other items brought into the Event by the Customer, its personnel, agents and representatives are the sole responsibility of and at the sole risk of the Customer. Customer assumes full responsibility and liability for the actions of its personnel, agents, representatives and guests. Anyone visiting, viewing, or otherwise participating in Customer's Space and/or Sponsorship is deemed to be the guest of Customer while doing so, and not the invitee, licensee, or guest of Organizer. Organizer, Global SOF Foundation, and each of their affiliates, agents and representatives will not be responsible for any injury, loss, or damage to Customer or to Customer's personnel, representatives, or guests, or any of their property.

10. **Insurance.** Customer will at all times maintain in force insurance with a reputable insurance company sufficient to cover the liabilities of Customer under this Agreement, including, without limitation, commercial general liability insurance with a coverage limit of not less than \$1 million per occurrence. The amount and scope of such insurance must be reasonably satisfactory to Organizer. As a condition to its participation in the Event, Customer will provide Organizer with a certificate of insurance verifying that the required insurance is and will remain in place for the duration of the Event and naming the Organizer and Global SOF Foundation and the Event venue as additional insureds.

11. **No Warranty.** Organizer and Global SOF Foundation Inc. do not make any representation or warranty (express or implied) as to the Event. Without limiting the generality of the foregoing, Organizer and Global SOF Foundation make no representation or warranty as to the number of Event attendees or as to the presence, absence or location of any other customer.

PRINT/ONLINE MEDIA (if included on order form, then applicable)

12. **Definitions.** The following words shall have these meanings: "IO" means Insertion Order, "Program(s)" means the print and/or online advertising services, video or creative campaigns, and other programs that Customer has purchased from Organizer pursuant to the IO, "Specifications" mean those certain criteria and parameters set forth by Organizer for the Programs, "Ad" means the Advertising Materials taken together and displayed in print or on the Site, "Specifications" mean those certain criteria and parameters set forth by Organizer for the Programs, "Advertising Material" means those certain advertising materials submitted by Customer to Organizer pursuant to the IO including, but not limited to, all art, designs, words, messages, deals, rates, and software code associated with such materials (pixels, tags, JavaScript), and "Site" means that certain print publication and/or site owned and controlled by Organizer that will host the Ad.

13. **Rates.** Customer is contracting for the Program. All rates are net at the current rate card and subject to the terms and conditions of the current rate card in addition to those herein. Applicable taxes, if any, will be assessed at invoicing. If all items listed in the IO are not completed as defined in the IO, Customer will be short rated the discount received on all executed Programs.

14. **Customer Payments.** The initial invoice will be sent by Organizer to Customer at the beginning of the Program. Customer will make payment to Organizer 30 days from date of invoice or as otherwise stated in a payment schedule set forth on the IO or order form, as applicable.

15. **Customer Materials, Late Creative.** All proposed advertising and all Advertising Materials are subject to Organizer's approval. Organizer reserves the right to reject or remove from its Site any Ads for which the Advertising Materials, software code associated with the Advertising Materials, or the website to which the Ad is linked do not comply with the Specifications. Organizer further reserves, in its sole discretion, the right to deny or terminate advertiser creative, or third-party creative employing behavioral tracking for purposes of capturing data or resale, that could be deemed in conflict with international Governing Data standards or that do not comply with any applicable federal, state, or international laws or other judicial or administrative order. Customer is responsible for delivering the Advertising Material in a format and within the deadlines set by Organizer (the "Material Due Date"). If the Advertising Materials are not received by the Material Due Date, Organizer has the right to charge the Customer on a pro rata basis based on the full IO for each day the Advertising Materials are not received. If Advertising Materials are late based on the IO, Organizer is not required to guarantee full delivery of the Ad pursuant to the IO. No proofing of Ads or changes will be accepted after the Material Due Date.

16. **Ad Placement and Positioning.** Based on the IO, including all ad placement restrictions, Organizer will create a reasonably balanced delivery schedule. Organizer will provide, within the scope of the IO, the Ad to the Site specified on the IO when such Site is visited by an Internet user. Any exceptions will be approved by Customer in writing.

17. **Advertising Program Metrics.** Organizer's systems and analytic tools will be used to determine the metrics for the Program. Organizer sells on an open, "real estate" basis using one or more rotations with no pre-set impression caps, rates or frequency. Organizer will not be held to quotas or ratios guaranteeing certain percentages of viewable impressions against the metric yield.

18. **Service Availability, Errors, and Omissions.** Organizer does not warrant that the operation of its service or Site will be uninterrupted or error-free and assumes no liability for any omission or delay of any impression and/or any advertising.

19. **Rights of Use.** Customer represents and warrants that it holds the necessary rights to permit the use of the Advertising Material and any material to which users can link through the advertising facilitated by Organizer, and that the use, reproduction, distribution, or transmission of the Advertising Material, and any material to which users can link through the advertising, will not violate any laws or any rights of any third parties, including infringement of the copyright or other intellectual property rights of third parties. By executing and delivering the IO and this

Agreement, Customer grants to Organizer a fully paid, perpetual, worldwide, non-exclusive license to use, display, and reproduce the Advertising Material and the name of the Customer, unless otherwise specified in writing by the Customer.

20. Changes, Cancellations, and Postponements of Programs. Any changes and/or cancellations to the IO will be effective 30 days after received in writing. Cover and premium positions are non-cancellable. Customer may elect to postpone an advertising program with no penalty if at least 15 days' notice is provided to Organizer in writing. Any program listed on the IO that is postponed at the request of Customer in accordance with this provision must be rescheduled within the calendar year based on availability. If not rescheduled within the calendar year, then Customer agrees to pay the full IO price for any new Program.

APPLICABLE TO ALL ORDERS

21. Remedies. If Customer fails to make any payment when due or otherwise breaches any provision of this Agreement or any other agreement between Organizer and Customer or Customer is or is deemed by law to be, or declares or admits itself to be, insolvent, bankrupt or unable to pay its debts as they fall due or Customer suspends or ceases to carry on (or threatens to suspend or to cease to carry on) all or a substantial part of its business, Organizer will have the right to exercise any one or more of the following remedies (subject to any applicable cure period provided in the next sentence): (i) terminate the Agreement in whole or in part; (ii) revoke the Space, Sponsorship, or Program or any portion of such Space, Sponsorship, or Program, (iii) seek monetary damages or to have any provisions of the Agreement specifically enforced; and/or (iv) exercise any other remedy available at law or equity. Organizer may exercise such remedies: (i) immediately as to any breach occurring during the Event, and (ii) if any other breach is not fully cured within 5 days after Organizer gives Customer written notice of such breach. In addition to its other rights and remedies, Organizer may retain all monies received from Customer as liquidated damages, it being understood that Organizer's losses and damages from Customer's breach of the Agreement are difficult to ascertain and that the agreed liquidated damages are not intended and may not be construed as a penalty.

22. Limitation of Liability. ORGANIZER OR GLOBAL SOF FOUNDATION WILL NOT BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL LOSS OR DAMAGE WHATSOEVER INCLUDING ANY LOSS OF PROFIT OR REVENUE, LOSS OF OPPORTUNITY, LOSS OF DATA, LOSS OF BUSINESS, LOSS OF GOODWILL, OR ANY OTHER FINANCIAL OR ECONOMIC LOSS, EVEN IF A PARTY HAS BEEN ADVISED OR IS AWARE OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES. ORGANIZER'S OR GLOBAL SOF FOUNDATION'S AGGREGATE LIABILITY UNDER THIS AGREEMENT FOR ANY AND ALL CLAIM(S) WILL NOT EXCEED THE FEES ACTUALLY PAID BY CUSTOMER TO ORGANIZER HEREUNDER FOR THE RESPECTIVE EVENT TO WHICH SUCH CLAIM(S) RELATE(S). NOTHING IN THIS AGREEMENT SHALL EXCLUDE OR LIMIT THE LIABILITY OF EITHER PARTY IN RESPECT OF FRAUD AND/OR FRAUDULENT MISREPRESENTATION.

23. Indemnity. Customer agrees to defend, indemnify, and hold harmless Organizer, Global SOF Foundation, the Event venue (if applicable), and their respective affiliates, personnel and representatives from and against all expenses, costs, claims, demands, suits, actions, proceedings, judgments, fines, penalties, losses, damages and liabilities (including but not limited to reasonable attorneys' fees and expenses), resulting directly or indirectly from (i) any actions or omissions of Customer and/or its personnel, agents and representatives that are negligent, wrongful or constitute a breach of this Agreement, or (ii) claims that the display, broadcast, performance, distribution, or publication of any Advertising Materials or other Customer Materials for the Space, Sponsorship or Programs violates the intellectual property, privacy or other rights of any third party. This indemnity provided under this provision shall survive the termination or expiration of this Agreement and is in addition and without prejudice to any other rights and/or remedies which the Organizer may have or be entitled to under this Agreement and/or applicable laws.

24. Force Majeure. Organizer shall not be liable for any failure to perform any of its obligations or delay under this Agreement as a result of any cause or event beyond its reasonable control including but not limited to any strikes or labor disputes, riots or civil commotion, acts of God, fire, flood, explosion, earthquake, storm or other natural disaster, failure of the Internet, computer server failures or any problems related to such failures, disease, pandemic, health epidemics or quarantine restrictions, travel restrictions, any act of a governmental, civil, health or military authority, war, embargoes, or shortage of suppliers or materials ("Force Majeure").

25. Relief Events. Save only to the extent that the following circumstances in this provision do not qualify as Force Majeure events for any reason whatsoever, Organizer shall not be liable for any failure to perform any of its obligations or delay under this Agreement: (i) as a result of any legislation, regulation, ruling, action or guidance of any relevant government, court or any competent national or international authority (including, without limitation, any public health authority) prohibits, restricts or advises against: (a) the hosting of mass gatherings and/or events with effect at any point on or before the date(s) of the Event; (b) any international travel to any or all of the United States of America (including any such restrictions or guidance issued by any of the aforementioned type of authorities having their jurisdiction outside of the United States of America) and/or any domestic travel or movement of persons within the United States of America with effect at any point on or before the date(s) of the Event; and/or (ii) as a result of or in connection with any disease, pandemic or health epidemic which, in the sole and absolute discretion of Organizer, may present public health issues or concerns in relation to the hosting of the Event on the original dates and/or in its original location and/or format, (together "Relief Events").

26. Cancellation or Changes to Event. Organizer has the right to cancel, alter in character or reduce in scale an Event, or to change the name of an Event, or to change the location, or to split an Event into one or more events, or to combine, merge or co-locate an Event with one or more other events, or to shorten or extend an Event period, or to reschedule an Event, at any time: (i) if, in the sole and absolute discretion of Organizer: (a) it is unreasonable or impractical for Organizer to permit Customer to occupy the Space or perform its Sponsorship during all

or any part of the Event; and/or (b) the Event venue or location (or any part thereof) is rendered unfit, unsafe or unavailable due to Force Majeure; and/or (c) the Event, or attendance or participation therein, is prevented, restricted, curtailed or otherwise adversely affected as a result of Force Majeure; and/or (d) Organizer considers that the hosting of the Event may present public health issues or concerns as a result of Force Majeure; and/or (e) the practical or economic feasibility or viability of the Event is adversely affected by Force Majeure; or (ii) for any other reason whatsoever including but not limited to Relief Events.

0. Consequences of Variation. In the event of any such cancellation, re-location, alteration in character or reduction in scale of an Event, or any such shortening of an Event period, or any rescheduling of an Event pursuant to clause 26 above, the parties acknowledge and agree that: (i) Organizer shall not have any liability to Customer for any refund, additional expenses or charges or to make payment for any other loss or damage suffered by Customer whatsoever; and (ii) Organizer, in its sole and absolute discretion, may (but shall not be obliged to) either (a) refund to the Customer (without interest), or (b) transfer to a deferred Event, or (c) credit to the Customer for use in connection with another trade show event managed by the Organizer (including its affiliates), such portion of any payment(s) already made by the Customer in respect of the affected Event as the Organizer, in its sole and absolute discretion, deems to be fair, reasonable and appropriate in the circumstances and, without limitation, having regard to the costs and expenses incurred by Organizer in connection with the Event. Customer acknowledges the sufficiency of the above discretionary options and accepts this in complete settlement and discharge of all claims against the Organizer. For the avoidance of doubt, Organizer shall not be responsible or liable in any way to the Customer, and the Customer shall have no claim against the Organizer, should any governmental or regulatory authority ban, restrict or refuse participation at the Event by the Customer.

1. Law and Jurisdiction. The validity, construction and performance of the Agreement will be governed by the laws of the State of Delaware, without giving effect to principles of conflict of laws, and will be subject to the exclusive jurisdiction and venue of the State and Federal Courts located in the county of New Castle. THE PARTIES WAIVE THE RIGHT TO A JURY TRIAL.

2. Compliance with Law; Taxes and Licenses. Customer will comply with all Federal, state and local laws and regulations, union rules, regulations and requirements, and rules of the Event venue, in each case applicable to Customer, including but not limited to all laws and regulations governing accessibility or data protection. Customer will be responsible for obtaining any licenses or permits required for Customer's activities at the Event or for the Program. Customer will be responsible for obtaining any tax identification numbers and paying all applicable taxes, license fees, use fees, or other charges (including but not limited to value added tax and sales tax, if any) in connection with Customer's activities related to the Event or the Programs.

3. Other Matters. Nothing in this Agreement will create, or be deemed to create, a partnership or joint venture or relationship of employer and employee or principal and agent between the parties, or create any rights in the Event for Customer. This Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, policies, assurances, warranties, representations and understandings between them, whether written or oral, relating to the Space, Sponsorship, or Services. This Agreement may not be modified or amended except in writing signed by each party, and no provision of this Agreement will be deemed waived by Organizer unless such waiver is in writing signed by Organizer. If a court of competent jurisdiction finds any provision of this Agreement to be unenforceable, the remainder of this Agreement will continue in full force and effect. This Agreement may be assigned by Organizer but may not be assigned by Customer without Organizer's prior written consent. This Agreement may be executed in two or more counterparts, including by facsimile or electronic copy, each of which will be deemed to be an original, but which together will constitute one and the same instrument. Headings in this Agreement are for convenience only and may not be used to interpret or define the provisions of this Agreement.

Customer's signature below signifies that Customer has read, understands, and agrees to be bound by all the terms and conditions in this Agreement. Also, by signing below, Customer acknowledges that if Customer has deemed it necessary or desirable, Customer has raised and obtained satisfactory answers to any questions about the clarity, legibility or readability of this Agreement. The undersigned represents that he/she is authorized to execute this Agreement on behalf of Customer and to bind Customer to perform its obligations under this Agreement.

