

Order Terms and Conditions

PAYMENT

Payment terms are listed in the applicable order form. Any undisputed amounts that remain unpaid by Exhibitor after a due date shall be subject to a late payment charge of 1.5% per month until such amount is paid in full.

DISCLAIMER OF WARRANTIES

TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW, MARITZ GLOBAL EVENTS' SERVICES INCLUDING BUT NOT LIMITED TO EVENTBIT® ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EXPRESS, IMPLIED, CONTRACTUAL, STATUTORY OR OTHERWISE. THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUALITY OF SERVICE AND NON-INFRINGEMENT, AND ALL SUCH OTHER WARRANTIES, ARE HEREBY EXPRESSLY DISCLAIMED BY MARITZ GLOBAL EVENTS. MARITZ GLOBAL EVENTS SHALL NOT BE RESPONSIBLE FOR ANY LOSS, CORRUPTION, DESTRUCTION, OR FAILURE TO CAPTURE ANY DATA BY THE EVENTBIT® SERVICES. Due to factors outside of Maritz Global Events' control (including but not limited to opt-out registrants and onsite data capture factors), Maritz Global Events cannot make any guarantees or assertions regarding: (a) the amount of eventBit® data captured, or (b) the accuracy of any attendee counts provided in connection with eventBit®.

GOVERNING LAW AND DISPUTES

This Agreement shall be governed by the laws of the State of Missouri without reference to conflicts of law principles thereunder. Each Party hereby consents and subjects itself to the jurisdiction of the U.S. District Court for the Eastern District of Missouri and the state courts of Missouri with respect to any claim or cause of action arising out of this Agreement. This Agreement expressly excludes that body of law applicable to the United Nations Convention on Contracts for the International Sale of Goods and any legislation implementing such Convention, if applicable.

PUBLICITY

Exhibitor is not permitted to utilize Maritz Global Events' name, logos or other proprietary material without written consent of Maritz Global Events.

INDEMNIFICATION & LIMITED LIABILITY

Exhibitor agree to indemnify, defend and hold harmless Maritz Global Events and its parent company, affiliates, subsidiaries, employees, officers, directors, agents, successors and assigns from and against all out-of-pocket losses, damages, liabilities, and expenses for third-party claims (including reasonable attorney fees) arising out of, or in connection with, services performed pursuant to this Agreement to the extent that such losses, damages, liabilities and expenses are caused by Exhibitor's negligence or willful misconduct. IN NO EVENT SHALL MARITZ GLOBAL EVENTS OR ITS EMPLOYEES, AGENTS, AFFILIATES, OR ASSIGNS BE LIABLE TO EXHIBITOR, OR ANY OTHER PERSON OR ENTITY, FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL, EXEMPLARY, OR PUNITIVE DAMAGE, LOSS, COST OR EXPENSE, SUCH AS, BUT NOT LIMITED TO, LOSS OF ANTICIPATED PROFITS OR OTHER ECONOMIC LOSS IN CONNECTION WITH OR ARISING OUT OF THE EXISTENCE, FURNISHING, FUNCTION, OR USE OF ANY ITEM OF SOFTWARE, EQUIPMENT, PERSONNEL, OR SERVICE PROVIDED FOR IN THIS AGREEMENT, WHETHER ARISING IN CONTRACT, TORT OR OTHERWISE. TO THE GREATEST EXTENT PERMISSIBLE BY APPLICABLE LAW, MARITZ GLOBAL EVENTS' LIABILITY TO EXHIBITOR WILL IN NO EVENT EXCEED AN AGGREGATE AMOUNT EQUAL TO THE REVENUES ACTUALLY RECEIVED BY MARITZ GLOBAL EVENTS UNDER THIS AGREEMENT.

INSURANCE

Both parties agree to maintain at their own expense, during the term of this Agreement, all necessary insurance to the extent required by law.

OWNERSHIP

Maritz Global Events retains all right, title, and interest in and to its services and products, including without limitation event Bit® and any updates, changes, derivative works, and/ or modifications thereto (“Products”). This Agreement does not grant Exhibitor any intellectual property rights in the Products or any of its components.

REPORTING

Exhibitor agrees that Maritz Global Events may utilize exhibitor’s scanned lead data to provide its clients with analytics and reporting.

CONFIDENTIALITY

Maritz Global Events possesses certain proprietary and confidential information, some of which Maritz Global Events desires to share in confidence with Exhibitor under this Agreement. Exhibitor shall exercise commercially reasonable efforts to protect Maritz Global Events’ confidential information which includes but is not limited to the terms of this Agreement, templates, tools, information related to Maritz Global Events’ business, pricing, intellectual property whether or not such intellectual property is copyrighted, trademarked or patented (“Confidential Information”). Exhibitor agrees that Confidential Information shall not be duplicated or otherwise disclosed to any third party except as authorized in writing by Maritz Global Events. Further, Exhibitor agrees to use the Confidential Information solely for the purpose of performing its duties under this Agreement. Exhibitor acknowledges that the remedy at law available to Maritz Global Events for a breach of any of obligations under this section may be inadequate, and therefore agree that temporary and permanent injunctive relief may be granted in any proceeding that may be brought to enforce any provision contained in this Section, without the necessity of proof of actual damage.

ASSIGNMENT

This Agreement may be assigned to any division of Maritz Global Events or its parent or affiliates, or any purchaser of Maritz Global Events’ business, whether by stock or asset purchase, merger or other similar transaction, and may be subcontracted by Maritz Global Events. This Agreement will be binding upon all of the successors and permitted assigns of Maritz Global Events and all of the successors and permitted assigns, including parent and affiliate entities of Maritz Global Events will be entitled to all of Maritz Global Events’ rights and benefits under this Agreement. This Agreement may not be assigned by Exhibitor without the prior written consent of Maritz Global Events.

MISCELLANEOUS

This Agreement contains all of the benefits and liabilities agreed upon by the parties and it supersedes any previous communications between the parties, written or oral, including those contained in any responses to Requests for Proposals for the work contained herein. No changes shall be made to this Agreement referenced herein unless they are in writing and signed by both parties. If any provision of this Agreement is unenforceable under applicable law, the remaining provisions shall continue to be valid and enforceable.