

Exhibitor

Rules and Regulations

READ ALL RULES AND REGULATIONS

These Sponsor/Exhibitor Rules and Regulations ("Rules and Regulations"), plus any additions and amendments thereto (including the Exhibitor/Service Order Kit) that may hereafter be established by Dynamic Communities, all of which are hereby incorporated by reference into and form essential terms and conditions of the Sponsor/Exhibitor Agreement (hereinafter "Agreement") to the same extent as if set forth in full in the Agreement are binding upon the Sponsor/Exhibitor, and its directors, officers, employees, representative and agents upon Sponsor/Exhibitor's execution of the Agreement for [Summit North America 2025] ("Event").

Sponsor/Exhibitor and its representatives participating in the Event must comply with these Rules and Regulations.

1. EXPOSITION OBJECTIVE

The Summit North America 2025 ("Event") is owned and produced by Dynamic Communities LLC. Dynamic Communities is delighted that you will be a Sponsor/Exhibitor at the Event. The Event is taking place at the Gaylord Palms Resort & Convention Center whose address is 6000 W Osceola Pkwy, Kissimmee, FL 34746. The event brings together Microsoft users and solution providers

2. DEFINITIONS

- a. "Dynamic Communities" or "Event Management" means Dynamic Communities and its officers, directors, members, agents, affiliates, representatives, employees, successors and assigns. Event Management may be Dynamic Communities employees or a third party retained by Dynamic Communities to perform Event management services.
- b. "Sponsor/Exhibitor", "you", or "your" means the applicant identified on the front of the Agreement and its officers, directors, members, agents, affiliates, representatives, employees, successors and assigns.
- c. "Agreement" means the terms of this Event Sponsor/Exhibitor Agreement for the Event that is signed by the Sponsor/Exhibitor, with all attachments (if any).
- d. "Event" means the Dynamic Communities event identified in the Agreement.
- e. "Execution Date" means the date at which the Sponsor/Exhibitor signs the Agreement.
- f. "Event Date(s)" means the date or dates during which the Event will be held, as identified in the Agreement.
- g. "Event Space" or "Exhibit " means that portion of the Event Venue that Sponsor/Exhibitor uses for its display/exhibit/booth/stand, for Event-related activities hosted by Sponsor/Exhibitor, and /or for other similar purposes.
- h. "Event Venue" or "Venue" means the facility or facilities at which the Event will be held, as identified in this Agreement.
- i. "Exposition" means the exhibition/tradeshows portion of the Event where the Sponsor/Exhibitor's Event Space or Exhibit is located within the Event Venue during the Event.
- j. "Payment Due Date" means the date by which the Sponsor/Exhibitor Fee is due and payable.
- k. "Representatives" means Sponsor/Exhibitor's employees, contractors, agents, and/or consultants.
"Representatives" includes any business partner employees, contractors, agents, and/or consultants invited to act as Sponsor/Exhibitor Event Space staff.
- l. "Rules & Regulations" means the rules and regulations established by Dynamic Communities for the Event, as further described below, as well as in any additional Event materials provided by Dynamic Communities.
- m. "Sponsor/Exhibitor Fee" means the fee for the sponsorship benefits, Exhibit Space, services and/or goods shown in the Agreement that is to be paid by Sponsor/Exhibitor in consideration for participating in the Event.
- n. "Sponsor/Exhibitor Materials" means all software, hardware, presentations, audio/video, graphics, collateral, information and other items related to Sponsor/Exhibitor's products and/or services that Sponsor/Exhibitor provides for use at or relating to the Event, as described in this Agreement.

These Sponsor/Exhibitor Rules & Regulations, as well as in any additional Event materials provided by Dynamic Communities, are integral to and fully incorporated by reference into the Agreement, hereinafter collectively referred to as the "Agreement". Should any inconsistency exist or arise between a provision of the Agreement and a provision of these Sponsor/Exhibitor Rules, or other incorporated writing, the provision of the Agreement will prevail.

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3. SPONSORSHIP/EXHIBITOR AGREEMENT ACCEPTANCE/EVENT SPACE ASSIGNMENTS

The Event is closed to the general public. The Event is designed to provide a showcase for products and services either specifically designed for or customarily used in the technology or software field or industries. Event Space is assigned on a sponsor level and/or point system basis and/or a first-come, first-served basis. Event Management reserves the right to exercise its sole discretion in the acceptance or refusal of Sponsor/Exhibitor applications. Notwithstanding anything herein to the contrary, Event Management, in its sole and absolute discretion, retains the right to refuse to provide or assign, to modify or to cancel Sponsor/Exhibitor's Event Space assignment and/or terminate the Agreement, without cause, for any or no reason whatsoever, at any time, without liability or further obligation to Sponsor/Exhibitor. Event Management shall not be held responsible or liable for any costs, expenses, damages or any other sums whatsoever incurred by Sponsor/Exhibitor or any other party as a result of cancellation or rejection of the Agreement, or any cancellation, modification or change in Event Space assignment. If Sponsor/Exhibitor's Agreement is rejected or cancelled by Event Management prior to the Event the Sponsor/Exhibitor Fees paid by the Sponsor/Exhibitor will be refunded, except if the rejection or cancellation is due to the Sponsor/Exhibitor's breach of the Agreement or as otherwise stated herein.

4. MODIFICATIONS TO THE RULES AND REGULATIONS

Event Management will have the right, in its sole and absolute discretion, to establish and/or modify the Sponsor/Exhibitor Rules and Regulations and the use of Event Space, as deemed appropriate by Event Management. Event Management will endeavor to provide Sponsor/Exhibitor with material changes or modifications to the Sponsor/Exhibitor Rules and Regulations, however, failure to provide or non-receipt of such changes or modifications will not invalidate or nullify such changes or modifications. Event Management shall have sole control over Event admission policies at all times.

Event Management makes no representations or warranties, express or implied, to Sponsor/Exhibitors regarding the condition of the Event Venue or the success of Sponsor/Exhibitor's efforts in participating in the Event, or for which the Event Space will be used, or to the number of Event attendees, or the demographic nature of such attendees.

Show Related Commercial Messages:

To the extent Sponsor/Exhibitor provides any information to Event Management, including contact information and other personal information of its officers, directors, employees, agents, and representatives participating in the Event, the Sponsor/Exhibitor grants to Event Management the right to use or release such information for all lawful Event Management and Event related business purposes, including confirming Sponsor/Exhibitor's Event and Exposition related information to third parties retained or contracted by Event Management to provide services required or requested for the Event. Furthermore, Sponsor/Exhibitor's officers, directors, employees, agents, and representatives participating in the Event agree to receive email and/or print communications related to the Event, unless each individual specifically selects to opt out of such communications. Please be advised that the information provided to Event Management by Sponsor/Exhibitor, such as the Sponsor/Exhibitor's information regarding name, address, phone numbers, e-mail and web site addresses, number and location of Event Space and names and number of Sponsor/Exhibitor personnel will be treated as public domain information and may be available without limitation on the Event/Exposition's website and/or in materials provided to Event attendees, guests, participants or as otherwise deemed appropriate by Dynamic Communities.

5. PAYMENT TERMS/ACCEPTANCE/EXHIBIT SPACE ASSIGNMENTS/CANCELLATIONS AND SPACE REDUCTIONS

(A) Payment Terms:

- a. On or before 10/31/2024: 25% of the nonrefundable deposit on the Event invoice sent to Sponsors/Exhibitor after Event Management's receipt of Sponsor/Exhibitor's signed Event Agreement is due. If not received by this date, the Sponsor/Exhibitor is at risk of losing their held booth space.
- b. On or before 12/13/2024: 50% of the original invoice is due as stated on the Event invoice sent to Sponsor/Exhibitor after Event Management's receipt of Sponsor/ Exhibitor's signed Event Agreement. If not received by this date, the Sponsor/Exhibitor is at risk of losing their held booth space. If signing on or after 12/14/2024 a 75% deposit will be required to hold booth space.
- c. On or after 04/04/2025: Payment in full of the Sponsor/Exhibitor Fee is due and payable upon receipt of the date stated on the Event invoice sent to Sponsor/Exhibitor after Event Management's receipt of Sponsor/

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Exhibitor's signed Event Agreement. If not received by this date, the Sponsor/Exhibitor is at risk of losing their held booth space

(B) Package Pricing Exclusions:

All expenses related to booth building requirements (including but not limited to shipping, drayage, onsite install and load-out, furniture, custom signage, custom carpet, chairs, etc.) are not included in package pricing. All ordering instructions, deadlines and pricing will be provided on the Exhibitor Portal Site pre-event.

(C) Acceptance:

Fulfillment of Sponsor/Exhibitor benefits shall not be provided to Sponsor/Exhibitor until the signed Agreement and full payment of the Sponsor/Exhibitor Fee are received and processed by Event Management. If the Agreement is not signed and returned and/or the Sponsor/Exhibitor Fee is not paid in full and received by Event Management by their respective due dates, then the Agreement will be cancelled by Event Management and the Sponsor/Exhibitor's sponsorship package, including the Exhibit Space and level will be returned to inventory

No Sponsor/Exhibitor shall be permitted to exhibit or participate in the Event or gain access to the Event Venue unless and until the Sponsor/Exhibitor has paid the full Sponsor/Exhibitor Fee and provided the required Certificates of Insurance by their deadline dates. Sponsor/Exhibitor shall pay an interest rate of 1.5% per month (18% per annum), on all past due balances.

(C) Event Space Assignments:

Fulfillment of Sponsor/Exhibitor benefits, including placement in the Exhibit Space selection queue, are based on (i) your Sponsor/Exhibitor level, and then (ii) on date and time full payment and signed Agreement are received by Event Management. If the Exhibit Space assignment requested by Sponsor/Exhibitor is not available, then Event Management will contact the Sponsor/Exhibitor' representative to work with them identifying and assigning acceptable alternative Exhibit Space for the Event.

(D) Cancellation or Reduction in Exhibit Space or Sponsorship Level:

Therefore, should Sponsor/Exhibitor (i) cancel the Agreement or withdraw from the Event, or (ii) reduce their contracted Sponsorship level or the amount of Event Space for after the Execution Date, the following shall apply:

- a. If Sponsor/Exhibitor cancels the Agreement or reduces its Exhibit Space or Sponsorship Level, by written notice, on or before 12/13/2024 the Exhibitor is entitled to receive seventy-five (75%) refund of the Sponsor/Exhibitor Fee.
- b. If Sponsor/Exhibitor cancels the Agreement or reduces its Exhibit Space or Sponsorship Level, by written notice, between 12/14/2024 – 4/4/2025 the Exhibitor is entitled to receive fifty percent (50%) refund of the Sponsor/Exhibitor Fee.
- c. If Sponsor/Exhibitor cancels the Agreement or reduces its Exhibit Space or Sponsorship Level, by written notice, between 4/5/2024 – 7/3/2025 the Exhibitor is entitled to receive twenty-five percent (25%) refund of the Sponsor/Exhibitor Fee.
- d. If Sponsor/Exhibitor cancels the Agreement or reduces its Exhibit Space or Sponsorship Level, on or after 07/04/2025 then Exhibitor shall not be entitled to receive any refund of the Sponsor/Exhibitor Fee.
- e. The terms above applies not only to booth/space purchases, but also any type of ancillary/service purchased for 2025 Community Summit.

Sponsor/Exhibitors shall remain obligated to pay Event Management all amounts due for any Event Space ordered by Sponsor/Exhibitor regardless of the date of notice of cancellation. Cancellation or failure of Sponsor/Exhibitor to actually occupy the Event Space assigned may, in Event Management's sole discretion, result in partial or complete forfeiture of Sponsor/Exhibitor's rights under any applicable discounts, sponsorship agreements or opportunities associated or affiliated with the Event, including, but not limited to the right to present speakers at, or participate in, any conference component of the Event. If a reduction in Event Space is requested by Sponsor/Exhibitor and consented to by Event Management, the Sponsor/Exhibitor's Event Space location may be reassigned by Event Management in its sole discretion.

(E) Written Notice Required:

No cancellation by Sponsor/Exhibitor shall be acknowledged unless received in writing by Event Management. Event Space cancellation notifications must be provided to Event Management by e-mail sent to summitnasales@dynamiccommunities.com. Event Management will confirm receipt of notification of cancellation or reduction in Exhibit Space or Sponsorship level within two (2) business days after Event Management's receipt of Sponsor/Exhibitor's written notice. A notice of cancellation will be deemed invalid, unless confirmed in writing by Event Management. Therefore, if Sponsor/ Exhibitor does not receive confirmation of cancellation within this timeframe, it is the responsibility of Sponsor/Exhibitor to contact Event Management to re-confirm your notice of cancellation was actually received. The date upon which the notice of cancellation is received by Event Management shall apply as the official date of cancellation. All amounts payable to Event Management based upon or arising from Sponsor/Exhibitor's cancellation of the Agreement, withdrawal or reduction of Sponsor/Exhibitor's Event Space are payable to Event Management simultaneously with written notification provided by the Sponsor/Exhibitor. Upon notice of such cancellation,

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or reduction in Event Space, the Sponsor/Exhibitor shall lose all rights to its assigned Event Space and to participant in the Event. Upon receipt of notice of cancellation, withdrawal or reduction of Sponsor/ Exhibitor's Event Space, Event Management, in its sole discretion, may reassign the released Event Space to another party without any liability to Event Management.

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6. EVENT SPACE USAGE/SHARING/ PROGRAM LISTING

(A) Event Space Usage:

The Event is conducted to facilitate order taking and the exchange of product and/or services information. Eligibility is generally limited to companies, firms or entities actively and legitimately engaged in the business of manufacturing, distributing or selling merchandise, materials, products, services or supplies related to the Event. Event Space is provided Sponsor/Exhibitor under the definite pledge that the Sponsor/Exhibitor's Exhibit is germane to the industry and of interest or educational value to the trade will be presented. No Sponsor/Exhibitor shall assign, sublet, or share any part of their Event Space unless such assignee has a partnership or joint venture with, or is a subsidiary of the Sponsor/Exhibitor and said assignee is an integral part of the product presentation, without the prior written approval of Event Management. Any attempted sale, sharing, subletting, assignment, transfer, conveyance of this Agreement or any portion of the Event Space, in violation of this Section shall constitute a breach of the Agreement and such action will be voidable at the option of Event Management. Upon such breach Event Management may, in its sole discretion, terminate the Agreement with the Sponsor/Exhibitor and the Sponsor/Exhibitor will be liable for all damages incurred by Event Management, including but not limited to forfeiture of any Sponsor/Exhibitor Fee paid and payment of remaining portion of the Sponsor/Exhibitor Fee due under the Agreement.

Sponsor/Exhibitors may not advertise or display services or goods and products other than those services provided by the Sponsor/Exhibitor or goods and products manufactured, distributed or sold by it in the regular course of its business. Products of firms not exhibiting may not be displayed or advertised in any Exposition area or elsewhere in the Event Venue when, in the judgment of Event Management.

The actual occupancy and utilization of the Event Space by Sponsor/Exhibitor in the manner described herein is the essence of this Agreement. Event Management reserves the right to require Sponsor/Exhibitors to submit, with this Agreement or thereafter, a comprehensive description of the nature of its business and/or photographs, samples or drawings of the product(s) or services the Sponsor/Exhibitor intends to exhibit, display, advertise or promote at the Event. Event Management reserves the right of final approval as to which publications Sponsor/Exhibitors are allowed to display or distribute within their Event Space. Event Management reserves the right to require the immediate removal or dismantling of an Exhibit or Meeting Room or the products or services exhibited if the products or services materially vary from the description, photographs, samples or drawings submitted by Sponsor/Exhibitor or are not consistent with the Event or the purposes set forth in the Agreement.

(B) No Retail Sales:

The Event is held strictly as a means of product and/or services exhibiting and display. Over the counter or retail sales of any products or services are strictly prohibited during the Event, including but not limited to products that may be incidental to Sponsor/Exhibitor's primary business function. Sponsor/Exhibitors must not complete sales by receiving payment or delivering their products in the Event Venue during the Event. Violation of this rule may result in Sponsor/Exhibitor's Event Space being repossessed by Event Management. Orders may be taken for future delivery only. Sponsor/Exhibitors will not permit the delivery of merchandise at the Event Venue without the express permission of Event Management. Sponsor/Exhibitors shall indemnify and hold harmless Event Management of and from any liability, cost, damages and expense arising from or related to any violation of this prohibition on retail sales.

(C) Event Space Sharing and Event Space Sharing Fee:

Two or more companies may share Event Space upon the prior written approval by Event Management, in its sole discretion, but the single Event Space integrity must be maintained, and Event Space may not be separated. Event Management may require Event Space drawings to ensure the Event Space follows these guidelines. There must be one point of contact (POC) for the overall Event Space that will be responsible for the Sponsor/Exhibitor Fee and any other related fees. One Event Space number will be assigned for the entire Event Space and one onsite program entry. Event management must be notified in writing of a shared space request no less than 90 days before the first day of the Event. Send request to summitnasales@dynamiccommunities.com

(D) Sponsor/Exhibitor Listing:

Sponsor/Exhibitor is entitled to a listing in official Event material. That listing will be either the Sponsor/Exhibitor of record or a legal D.B.A. (Doing Business As) submitted by the Sponsor/Exhibitor signing the Agreement. No entity other than the Sponsor/Exhibitor or a legal D.B.A. will be granted a listing in official Event material. The Sponsor/Exhibitor of record may not feature names or advertisements of non-exhibiting manufacturers, distributors or agents. Event Management will not be liable for any errors or omissions in the Show Directory, attendee lists, websites or in any promotional materials for the Event. Event

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Management reserves the right of final approval as to which publications Sponsor/Exhibitors are allowed to exhibit or display at the Event Space.

7. FOOD AND BEVERAGES

The official Event Venue's caterer is the exclusive food service for the Event Venue and as such must provide all food and/or beverage items served within the Event Venue including Sponsor/Exhibitor's Event Space. Preparation of food or beverages within Sponsor/Exhibitor's Event Space is prohibited.

Alcoholic beverages may not be served within Sponsor/Exhibitor's Event Space without the prior written permission from Event Management and the Event Venue. Sponsor/Exhibitors receiving prior permission to serve alcoholic beverages must provide a certificate of insurance for Liquor Liability naming Dynamic Communities LLC and the Event Venue and their respective officers, directors, employees, affiliates and representatives as additional insured. Alcoholic beverages may not be served during Exposition move-in or move-out under any conditions.

8. EXHIBIT STANDARDS

Event Management shall, in its sole and absolute discretion, have the right to prohibit or remove any Event Space, Exhibit, or display, or any part thereof, which in Event Management's opinion is not suitable to or in keeping with the character or purpose of the Event. Questionable Exhibits shall promptly be modified at the request of Event Management. Event Management reserves the right to interpret and remove from the Event any program materials, advertising, or literature which is deemed offensive, inappropriate or in bad taste if such materials are displayed. Sponsor/Exhibitors using costumed persons, image hosts, mannequins, or anyone affiliated with Sponsor/Exhibitor's Event Space must see to it that such personnel's appearance and dress do not offend even the most critical. The decision on acceptability rests solely with Event Management, and Event Management retains the right to refuse entry, deny access, or immediately remove such persons from the Event without any liability.

Adult Content: Materials, advertising or literature which include "themes" or "shows" relative to sexuality, nudity or other content that would be, in the opinion of Event Management, considered "X" rated or offensive is strictly prohibited. The decision on acceptability rests solely with Event Management.

9. EXHIBITS AND DISPLAYS

Dynamic Communities assumes no liability or responsibility for loss, damage, or theft of Sponsor/Exhibitors' materials, property, or person, except to the extent caused by or arising out of the acts, omissions, sole or gross negligence, or willful misconduct of Dynamic Communities or its employees. Sponsor/Exhibitor is required to carry proper insurance coverage as stated herein, below. Event Management, the Event Venue and the Event Services Vendor and their respective officers, directors, employees, affiliates and representatives assume no responsibility for Exhibit or display material or property damaged or left unattended in the Event Venue at any time during the Event.

Event Management, at its discretion, shall determine all Event Space locations, and such determination shall be final.

Exhibits or displays not conforming to Event specifications or which in design, operation or otherwise are objectionable in the sole opinion of Event Management shall be prohibited. Event Space that does not follow these Rules and Regulations, or if Event Management determines an Event Space presents an unreasonable obstruction-of-view of other exhibits than that Event Space must be altered at the Sponsor/Exhibitor's own expense.

10. EXPOSITION HALL/EXHIBIT SET-UP AND TEAR-DOWN

(A) Event Space Materials Delivery:

The procedures for the receipt of Sponsor/Exhibitor's Event Space materials and delivery of these materials to Sponsor/Exhibitor's Event Space, will be designated by Event Management or its official "Event Services Vendor".

- a. Shipment of exhibit materials, whether by motor freight (common carrier), van line, or air, should be forwarded in accordance with the specific instructions given in the Event Services Vendor materials. Event Space materials should always be sent prepaid with a copy of the Bill of Lading forwarded to the Event Services Vendor. Nothing can be sent to the Event Venue beforehand. Neither the Event Venue nor its staff are prepared or authorized to receive or handle

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Sponsor/Exhibitor's shipment.

- b. The Event Services Vendor(s) will have complete control of all dock and loading facilities. They will receive all direct and advance shipments and van loads, handle all freight and provide all rigging, labor and equipment.

(B) Display Installation:

All Exhibits in the Venue must be in place and display material, cartons and refuse removed from the aisles by the deadline posted in the Event schedule. Sponsor/Exhibitor is required to abide by all Exposition Set-Up/Dismantle Times. Sponsor/Exhibitor will not be allowed to set-up their booth/stand within 90 minutes of the Opening Exposition Reception. If booth/stand set-up deadline is missed, Sponsor/Exhibitor will be required to wait until the next available time as agreed upon by Event Management. Sponsor/Exhibitors may work within their Event Space for final preparation purposes only. If Sponsor/Exhibitor requires earlier entry, they must obtain written permission from Event Management. Sponsor/Exhibitors must exit the Exposition Halls at posted times during move-in and move-out, and within 30 minutes after close of Exposition each day.

All Exhibits must be free standing. No bolts, screws, hooks or nails shall be driven into or otherwise attached to the ceiling, walls or floor or any other part of the Event Venue. No part of the any Exhibit may be attached to or otherwise secured to the drapery backdrop or side dividers. In addition, no decals or other adhesive materials shall be applied or affixed to the ceilings, walls, pillars, floor or any other part of the Event Venue. Sponsor/Exhibitors shall not post any sign of any description except within the confines of their assigned Event Space. All open or unfinished sides of an Exhibit, which may appear unsightly, must be suitably covered or Event Management will have them covered at the Sponsor/Exhibitor's sole expense. Unfinished hard walls are not permitted.

- a. Material Handling: Sponsor/Exhibitor may carry their materials into the exhibit facility during set-up and dismantle time hours but not during Exposition open hours. At no time are hand carts, motorized or not, allowed into the Exposition area. The Event Services Vendor and Venue Services Management will control access to the loading docks to provide for a safe and orderly move-in/out.
- b. Storage: The Venue does not provide storage for crates or freight of any kind. Neither the Venue nor Dynamic Communities is responsible for any freight nor crates stored anywhere in the facility.
- c. Nothing may be stored behind the Sponsor/Exhibitor Exhibit. All packing containers, wrapping materials, carrying cases, etc., must be stored off the Exposition floor. Exposition Management will inspect all exhibits to ensure compliance.

(C) Exhibit Inspections:

All Exhibits and displays may be inspected during set-up days by Event Management and/or the Event Services Vendor, and any Sponsor/Exhibitor deviating from the regulations must immediately make modifications to their Exhibit and/or Event Space at the Sponsor/Exhibitor's sole cost and expense prior to opening of the Exposition. Event Management reserves the right to prohibit the installation of any item(s). All installation must be coordinated with the Event Services Vendor.

(D) Late Set-up/ Early Tear-Down:

Sponsor/Exhibitors shall not initiate late Exhibit installation/set-up or dismantle/tear-down or abandon their Event Space prior to close of Exposition. If Sponsor/Exhibitor fails to adhere to the set-up schedule or begins tear-down of its Exhibit/Event Space prior to the close of Exposition times, the Sponsor/Exhibitor will be subject to a late move-out fee, loss of seniority for future Event or may be refused the right to exhibit or participate at future Dynamic Communities events.

(E) Exhibit Tear-Down and Exhibit Removal:

Sponsor/Exhibitors must dismantle their Exhibits promptly after the end of the Exposition. Sponsor/Exhibitor personnel must remain in their Event Space until the Sponsor/Exhibitor's Exhibit and display materials are secured. All products should be securely packed before leaving the Event Space. If Exhibit or display materials remain after such time, Event Management, at its sole discretion, may remove same, and the Sponsor/Exhibitor shall be liable for and agrees to pay all costs for any dismantling, storage and/or shipment costs or expenses due holding over by Sponsor/Exhibitor past its allotted time of occupancy. The Exhibit Services Vendor, Event Management and the Event Venue shall not be liable for or responsible for any damage to or loss of any Exhibit or display materials or other property of Sponsor/Exhibitor or its personnel, representatives or agents due to removal, discarding or storage under any circumstances whatsoever.

(F) Space Abandonment:

Should Sponsor/Exhibitor's Event Space remain unoccupied after the end of the Exposition Set-Up time or any time thereafter, Event Management reserves the right to remove, rent or other re-assign such Event Space to any other party as it deems appropriate, and no refund or credit shall be made to the Sponsor/Exhibitor, regardless of whether the Event Space is resold or later occupied.

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(G) Display Vehicles:

Vehicles may not be displayed on the Exposition floor without prior written approval of the Venue and Dynamic Communities. Exhibitor-owned or leased vehicles are not allowed to drive on the exhibit floor to unload or load. Access to the exhibit floor for trucks, cranes, etc., must be arranged through the Event Services Vendor.

(H) Electrical:

All electrical equipment regardless of source of power must comply with the National Electrical Code, all Federal, State, and Local safety codes, regulations and ordinances. All electrical equipment, including signs and lights, shall be in good and safe operable condition and be able to pass the inspection of the local Fire Department. Venue's electrical services terms & conditions will apply.

- a. Use of open clip sockets, latex or lamp cord wire, unapproved duplex or triplex attachment plugs in Event Space is prohibited.
- b. Permanent building electrical outlets are not a part of Event Space and are not to be used by Sponsor/Exhibitors unless specified otherwise.
- c. Under NO circumstances shall anyone other than "house electrician" make electrical connections to house equipment.
- d. All equipment must be properly tagged or marked with complete information as to the type and/or amount of current, voltage, phase, frequency, horsepower, etc. required.
- e. All material and equipment furnished by the Event Venue for this service order shall remain the property of the Event Venue and shall be removed ONLY by the Event Venue's authorized personnel at the close of the Exposition.
- f. Unless otherwise directed, only Event Venue electricians are authorized to cut floor coverings to permit installation of service.
- g. Special equipment requiring company engineers or technicians for assembly, servicing, preparatory work, and operation may be executed without a house electrician; however, all service connections and overload protection to such equipment must be made by a house electrician only.
- h. All electrical extension cords used within Event Space must be of the 3 wire, grounded type, or as otherwise required under the applicable laws, regulations and/or ordinances where the Venue is located. All exposed non-current carrying metal parts of fixed equipment, which are liable to be energized, shall be grounded.

(I) Fire Regulations/Fire Proofing/Codes:

Sponsor/Exhibitors must conform to all applicable fire and safety codes, regulations or ordinances of the City and County where the Event is held. Combustible materials or explosives are not permitted in or around the Event Venue without written permission from Dynamic Communities. Sponsor/Exhibitors shall not allow their Event Space or displays to block the view of, or impede access to fire alarm boxes, fire hose cabinets, fire extinguishers, or other safety equipment.

(J) Utilities:

All utilities including but not limited to internet/WiFi, electrical, water, heating, ventilation, and air conditioning are provided exclusively by the Event Venue and not by Event Management, and as such, Event Management assumes no responsibility or liability whatsoever, under any circumstance for any late installation, interruption or disruption of any services that may occur.

(K) Event Network:

Sponsor/Exhibitor will take steps to protect the Event network and follow security policies as defined by onsite network provider. Sponsor/Exhibitor is responsible for ensuring that all external PCs and servers have updated anti-virus software and definitions, utilization of appropriate firewalls, wireless networking assignments and the closing of non-essential ports.

(J) Hanging Signs/ Lighting Trusses:

Absolutely nothing may be suspended from the ceiling, beams, trusses or other structures of the Event Venue without prior written approval from Event Management. Submission of detailed plans for consideration must be received no later than thirty (30) days prior to 1st day of Exhibition setup. All items to be suspended from the Event Venue's ceilings, beams, trusses or other structures including sign displays, light and sound equipment etc. must be installed by the Event Services Vendor and are subject to prior approval by Event Management and/or the Event Venue. Specifications must be sent to the Event Services Vendor.

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11. EXHIBIT SECURITY & FIRE SAFETY

(A) General Security:

Materials and other content brought into Event Venue is done so at Sponsor/Exhibitors' own risk, including without limitation any Exhibit materials, displays, equipment, items, goods, wares and any other property including personal property (collectively

"property"). Event Management will provide access and crowd management personnel during the Expos installation, show hours and dismantling of the Event for general safety and security purposes only. The security services provided by Event Management are not intended or offered, nor are they to be interpreted by Sponsor/Exhibitors, in any form whatsoever, as a guarantee by Event Management or the Event Venue against any loss, theft or damage to Sponsor/Exhibitor or any of Sponsor/Exhibitor's Exhibit, property or possessions. Sponsor/Exhibitors understand and agree that the provision of such security services constitutes adequate discharge of all obligations of Event Management to supervise and protect

Sponsor/Exhibitor's Exhibit, property and/or possessions within the Event. Sponsor/Exhibitors are solely responsible for the security and safeguarding of their Event Space and its property at all times. Sponsor/Exhibitors may furnish additional guards at their own cost and expense subject to Event Management's prior written approval. Sponsor/Exhibitors understand and agree that Event Management is not liable for anything its guard service, or the Event Venue security does or fails to do. Sponsor/Exhibitors will not be allowed into the Exposition Hall areas of the Event Venue after Exposition hours.

(B) Fire Regulations:

Fire regulations require all display material used for decoration to be flameproof. Compliance with this regulation is the sole responsibility of each Sponsor/Exhibitor. No combustible decoration, such as crepe paper, cardboard, or corrugated paper shall be used at any time. All packing containers, excelsior or wrapping paper used must be flameproof, and must be removed from the Exposition halls and cannot be stored under tables or behind Sponsor/Exhibitor's Event Space. All muslin, velvet, silken or any other decoration must stand a flameproof test as prescribed by fire ordinance of the City and/or State and/or County and/or Country in which the Event is held.

(C) Flammable Materials:

The use of flammable materials necessary to the purpose of Sponsor/Exhibitor's Exhibit, where no other alternative can be used, must receive the express written approval of the local Fire Department and a copy of such written approval must be sent to Event Management no less than ninety (90) days before the Exposition's opening date. All materials and fluids, which are flammable, are to be kept in safety containers. Open flames, butane gas, oxygen tanks, etc. are not permitted.

12. USE OF EXHIBIT SPACE/ CHARACTER OF EXHIBIT

(A) Exhibit Standards:

Sponsor/Exhibitors shall reflect their company's highest standard of professionalism while maintaining their Event Space during Exposition hours during the Event. The Event Space must be maintained and manned by at least one of the Sponsor/Exhibitor's representatives at all times during the Exposition's open hours of operation.

(B) Demonstrations:

All demonstrations and Exhibits must be confined to Sponsor/Exhibitor's Event Space only. Visitors to the Event Space must be contained within the perimeters of the same. No overflow into the aisles or other space will be permitted. Sponsor/Exhibitors shall not attract attention into their Event Space by use of live demonstrations not germane to the products or services on exhibit or display within the Event Space. All such demonstrations are to be approved by Event Management prior to the Event. The use of strolling entertainment or displays is prohibited. Costumed personnel, models, employees and any other personnel hired by Sponsor/Exhibitor at the Event must restrict their activities to the confines of the Sponsor/Exhibitor's Event Space. No bicycles, skateboards, roller blades/skates, pogo sticks or any other wheeled or non-wheeled device will be permitted in the Exposition halls, in the public/lobby areas or any other areas of the Event Venue.

(C) Sound Systems:

Sound Systems are an important component to many Sponsor/Exhibitors at the Event. Event Management has established the following guidelines with regards to sound within Sponsor/Exhibitor's Exhibiting Space. Sound, whether from a presentation, recorded or live music it must be maintained at a level that is not deemed disruptive to neighboring exhibitors or oppressive to attendees on the Sponsor/Exhibitor Floor. The standard sound level is 85 decibels. If complaints are received or the sound level exceeds 85 decibels, the Sponsor/Exhibitor will be required to immediately cease the objectionable activity. The offending Sponsor/Exhibitor's decibel level will be tested from the middle of the aisle in front of the Event Space in question. If the offending

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Sponsor/Exhibitor fails to maintain a reasonable sound level after three requests by Event Management, power will be turned off to the offending Sponsor/Exhibitor's Event Space. In addition, all audio speakers must be directed toward the interior of Sponsor/Exhibitor's Event Space and not the aisles or neighboring event spaces.

(D) Lights:

Sponsor/Exhibitors are prohibited from using blinking/ flashing lights. Amplifying equipment may be used if it is not distracting to the atmosphere of neighboring exhibits. The decision on what is distracting rests solely with Event Management.

(E) Balloons:

Lighter than air filled (i.e. helium) items are forbidden in the Event Venue.

(F) Animals:

No animals, including but not limited to, reptiles, birds, fish, rodents, or insects may be used as part of any Exhibit or within the Event Space.

(G) Distribution of Materials:

The distribution of samples, souvenirs, publications, etc., or other sales or sales promotion activities must be conducted by Sponsor/Exhibitor only from within its Event Space. The distribution of any articles or goods or demonstration of services that interferes with the activities of, or obstructs access to, neighboring Event Spaces, or that obstructs aisles, is prohibited. In no event shall Sponsor/Exhibitor use its Event Space to promote any other exhibition or conference, without the prior written permission of Event Management.

(H) Suitcasing Prohibited:

All Sponsors/Exhibitors must comply with [Dynamic Communities' Suitcasing Policy](https://drive.google.com/open?id=1kiqw1BkrUJEjFqedLDlsmGsnGhiv-IEW) available online at <https://drive.google.com/open?id=1kiqw1BkrUJEjFqedLDlsmGsnGhiv-IEW> Event Management has a ZERO tolerance policy for any person or company demonstrating suitcasing behavior. Failure to do so could result in immediate Exhibit space closure and/or may be refused the right to exhibit or participate at future Dynamic Communities events. Sponsors should report suitcasing activities immediately to Event Management on-site to take further action.

(I) Hospitality Space and Associated Sponsor/Exhibitor Activity:

Event Management reserves the right to control all group activities sponsored by Sponsor/Exhibitors during the period of the Event whether they are to be held inside or outside the Event Venue. Sponsor/Exhibitors must not conduct or schedule tours, meetings, activities, meetings, or other events or activities outside of the Event Venue during the Event's official Event hours without Event Management's prior written approval. Failure to seek the necessary approval from Event Management for sponsorship of such an activity will be deemed a material breach of this Agreement by the offending Sponsor/Exhibitor, and Event Management shall have the right to remove the offending Sponsor/Exhibitor and its Exhibit and all content therein or related thereto from the Event without recourse, and the offending Sponsor/Exhibitor will forfeit any monies paid to participate or exhibit in the Event. Additionally, the offending Sponsor/Exhibitor will have forfeited any right to exhibit or participate at future Dynamic Communities meetings, events and conventions.

Without limiting the generality of the foregoing, the following specific rules apply: (i) Hospitality or business suites must receive written clearance from Event Management; (ii) Hospitality or business suites, meeting rooms or public rooms shall not contain Exhibit equipment or materials without receiving the prior written approval from Event Management, and (iii) Hospitality or business suite activities are strictly prohibited during posted meetings or Exposition hours.

(J) Compliance:

Failure by Sponsor/Exhibitor to comply with any of the above restrictions will grant Event Management the right to remove the offending Sponsor/Exhibitor and its Exhibit and all content therein or related thereto from the Event without recourse for any reason, including, but not limited to loss of sales, damages and disparagement, and the offending Sponsor/Exhibitor will forfeit any monies paid to participate or exhibit in the Event.

13. TRADE PUBLICATION DISTRIBUTION/PUBLICATION BINS

In the Event Venue, all trade press periodicals, journals and literature must only be distributed from Sponsor/Exhibitor's Event Space or from the Official Publication Bins. Publication Bins are available for a fee. For further information, please contact Event Management. Event Management shall retain right, at its sole discretion, to accept or reject any publication for distribution or display within the Event Venue during the Event.

14. DISTRIBUTION OF PROMOTIONAL MATERIALS OUTSIDE THE EXPOSITION FACILITY

Event Management must approve the distribution of any and all promotional materials intended for distribution in the guest rooms, public space and lobbies of the official convention hotels. Distribution, although authorized by Event Management, is

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subject to individual host hotel restrictions. If Sponsor/Exhibitor distributes their materials in this fashion without prior written approval from Event Management, Sponsor/Exhibitor will be subject to forfeiture of its Event Space. Any monies theretofore paid by Sponsor/Exhibitor to Event Management or its agents whether for the Event Space, Meeting Space or as otherwise related to the Event may be retained by Event Management without liability and without recourse by Sponsor/Exhibitor.

15. PHOTOGRAPHY/ VIDEO/ RECORDING

Sponsor/Exhibitor may photograph and video its Exhibit area only. Sponsor/Exhibitors shall not photograph, record or video tape (including without limitation through the use of camera phones, computer/table photographic devices, or other photographic or electronic recording devices) of the Exposition, performances, presentations, product, or other activities at the Event for commercial use, sale, or distribution of any kind without the express written consent of Event Management. Sponsor/Exhibitors shall not photograph, record or videotape the exhibit/display or products of other sponsors.

From time to time, Event Management or its agents may take or create photographs, motion pictures, video, sound or other electronic or computerized data recordings (collectively the "Recordings") of the Event in the Event Venue, as well as other Event venues. These Recordings may include images, likenesses, depictions or representations and/or voices of Sponsor/Exhibitors, and/or Sponsor/Exhibitor's employees, agents, representatives, spokespeople and Sponsor/Exhibitor's Exhibit and related merchandise or displays. Sponsor/Exhibitors may not hinder, obstruct or interfere in any way with such Recordings whether obtained by Event Management or its agents. Each Sponsor/Exhibitor acknowledges and agrees as a condition of entering into the Agreement with Dynamic Communities to exhibit and/or participate in the Event, the Sponsor/Exhibitor, on its own behalf and on behalf of its principals, employees, officers, directors, agents, representatives, spokespersons and invitees (i) grants to Dynamic Communities the irrevocable right, license and authorization to use, publish, broadcast, translate, adapt and develop into other mediums and formats (including without limitation, video recordings, voice recordings and electronic and computerized data) the Sponsor/Exhibitor's name, voice, image, likeness, or other portrayal, or the Sponsor/Exhibitor's trademarks, trade names, logos or merchandise, however received or obtained by Dynamic Communities in the course of the Event, either directly or through Dynamic Communities' representatives or agents, for Dynamic Communities' use in trade, marketing, advertising, promotion, publicity and for any other lawful commercial purpose in the advertising and promotion of the Event and other Dynamic Communities meetings, events, conventions and exhibitions, without compensation or obligation to the Sponsor/Exhibitor or its principals, employees, officers, directors, agents, representatives, spokespersons or invitees; and (ii) Dynamic Communities will retain the exclusive right, title and interest (including all worldwide copyrights) to any such Recordings, free of any claims by the Sponsor/Exhibitor or any other person deriving any rights or interest from the Sponsor/Exhibitor.

16. INTELLECTUAL PROPERTY, MUSIC LICENSING AND USE OF COPYRIGHTED WORKS:

(A) Sponsor/Exhibitor Use of Intellectual Property, Music Licensing and Use Of Copyrighted Works:

As a condition of Sponsor/Exhibitor entering into the Agreement with Dynamic Communities to sponsor, exhibit and/or participate in the Event, the Sponsor/Exhibitor represents and warrants to Event Management that the Sponsor/Exhibitor owns or validly possesses the right to make, use, perform, sell and display any patented products, copyrighted works, trademarks, service marks and trade names (collectively, "Intellectual Property"), as the case may be, used by Sponsor/Exhibitor at or to promote its activities at the Event and all affiliated events. To the extent necessary to fulfill Event Management's express obligations in the Agreement, Sponsor/Exhibitor shall grant to Event Management a non-exclusive, royalty-free, revocable, non-transferable worldwide license (without the right to sublicense) to use the Sponsor/Exhibitor's trademarks, service marks, logos, trade names, copyrighted content, hypertext links, domain names, icons, buttons, banners, graphic files and images. Each Sponsor/Exhibitor will be responsible for securing and paying for any and all necessary licenses or consents for (a) any performances, displays or other uses of copyrighted works, trademarks or patented inventions or designs and (b) any use of any name, likeness, signature, voice or other impression, or other intellectual property owned by others at the Event. Sponsor/Exhibitors or their agent(s) agree not to allow any work protected by copyright, trademark or otherwise to be staged, produced, or otherwise performed or displayed, via either "live" or mechanical means, by or on behalf of the Sponsor/Exhibitor at the Event or any event related activities, unless the Sponsor/Exhibitor or agent(s) has previously obtained written permission from the copyright owner or the copyright owner's designee (e.g., ASCAP, BMI, or SESAC), or the intellectual property right owner for such use. Sponsor/Exhibitors accept full and complete responsibility for the performance of all obligations under any agreement permitting the use of the music or another party's intellectual property, including but not limited to, all obligations to report data and to pay royalty fees. No Sponsor/Exhibitor will be permitted to play, broadcast or have performed any music or use any other copyrighted or intellectual property or materials, such as photographs or other artistic works, without first presenting to Event Management satisfactory proof that the Sponsor/Exhibitor has, or does not need a license to use such music or copyrighted or otherwise protected materials. Event Management reserves the right to remove from the Event all or any part of any Exhibit which incorporates music, photographs or other copyrighted material and for which the Sponsor/Exhibitor fails to produce proof that the Sponsor/Exhibitor holds all required licenses.

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Event Management has no obligation to monitor the uses and displays of intellectual property at the Event, affiliated events or to conduct an independent investigation of the status of rights to any intellectual property. Breach of the foregoing representation or warranty by Sponsor/Exhibitor shall be grounds for immediate revocation of the right to exhibit or participate in the Event, without notice or hearing.

(B) Sponsor/Exhibitor's Responsibility:

Sponsor/Exhibitor shall remain liable for and shall indemnify, defend and hold harmless Event Management, the Event Venue and their respective directors, officers, employees, agents, and representatives from and against any claim of liability and any incident or resulting loss, cost or damage, including but not limited to, reasonable attorney and expert witness fees, and all other associated costs of lawsuits, for failure or alleged failure to obtain these licenses or consents or for infringements (or claimed violation or infringement) of intellectual property, including without limitation copyright, patent, trade secrets or the unauthorized use of a registered trademark or service mark or other violations of the property or proprietary rights, or the rights of privacy or publicity of any third party arising from, related to or in connection with the Event by Sponsor/Exhibitor or its directors, officers, employees, agents or representatives.

17. PRIZE DRAWINGS AND CONTESTS

Subject to applicable law, Sponsor/Exhibitors will not be prevented from conducting drawings or contests for prizes and awards during the Event. Sponsor/Exhibitors conducting drawings or contests for prizes and awards will be solely responsible for such legal compliance. Event Management is not in any way responsible for determining applicable law; nor is Event Management liable for such drawing or contests and does not endorse any services or products drawn or won. If it is determined that such drawings or contest do not or will not fully comply with applicable law or that the prizes being offered are misrepresented as to their value or that such drawings or contest would unduly disrupt the proper functioning of the Event such activities must be ceased immediately, and Event Management will have the option to terminate such drawings or contest.

18. ADMISSION

The Event is not open to the public. Event Management shall have sole control over admission to the Event. All persons visiting the Event will be admitted according to these Sponsor/Exhibitor Rules and Regulations or as amended by Event Management.

(A) Badges:

Admission to the Event is by official Event/Exposition registration badge only. Due to security regulations, Sponsor/Exhibitors may be asked to present photo ID to receive badges. Badge must be worn at all times, including Exposition move-in and move-out. Registration Badges are the property of Dynamic Communities and are non-transferable. Sponsor/Exhibitors must supply badges for all exhibit personnel, including but not limited to exhibitor appointed contractors, models and temporary personnel out of their allotment or through additional payment.

(B) Use of Attendees' & Registrants' Information:

Dynamic Communities is committed to protecting the personal information of its Event registrants and attendees. Sponsor/Exhibitors' access and use of Event registrants and attendees' personal information is strictly limited to the terms and conditions set forth in these Term and Conditions and agrees to abide by them.

(C) Children:

No one under 18 years of age will be allowed anywhere in Event, including the Exposition areas, meeting space and other function space at any time, without the prior written permission of Event Management.

19. AMENDMENTS/EVENT MANAGEMENT DECISIONS/ VIOLATIONS

(A) Event Management Right to Amend the Sponsor/Exhibitor Rules and Regulations:

Event Management shall have the right to make or modify, amend or change such rules and regulations or changes in floor plan arrangements of Event Space for the Event, as it shall deem necessary and to amend same from time to time. Event Management shall have the final determination and enforcement of all terms and conditions and rules and regulations.

(B) Event Management Decisions:

These Sponsor/Exhibitor Rules and Regulations and any terms and conditions set forth in the Agreement, and any additional rules and regulations, which may be established by the Event Venue or Dynamic Communities, shall govern the rights and responsibilities of Event Management and Sponsor/Exhibitors. Any and all matters, compliance issues or questions not

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specifically covered or addressed in the Agreement, or these Sponsor/Exhibitor Rules & Regulations will be subject solely to the decision and determination of Event Management. Event Management will have full power in any matter of interpretation, amendment and enforcement of all terms and conditions and Sponsor/Exhibitor Rules and Regulations, Sponsor/Exhibitor Materials and in the Facility Management contract, to which Event Management is or will be a party as it deems necessary for the general success of the Event, and in all instances Event Management's decisions and rulings will be final.

(C) Violations:

Any violation by Sponsor/Exhibitor of any of the Event Space/Meeting Space Rental Agreement or the rules and regulations stated herein shall subject the offending Sponsor/Exhibitor to cancellation of their Agreement to occupy Event Space, Meeting Space and to forfeiture of any monies paid on account thereof. Upon due notice of such cancellation, Dynamic Communities shall have the right to take possession of the offending Sponsor/Exhibitor's Event Space, remove all persons and properties of the Sponsor/Exhibitor and hold the Sponsor/Exhibitor accountable for all risks and expenses incurred in such removal.

20. INDEMNITY

Sponsor/Exhibitors will be responsible for any and all demands made against either Dynamic Communities, Event Management or the Event Venue on account of any injury or death, or damage to property occurring in or upon any portion of the Event Venue which are caused, either in whole or in part, by the acts or omissions of the Sponsor/Exhibitor, or their employees, representatives, servants, agents, licensees, Sponsor/Exhibitor Appointed Contractor, or contractors. Each Sponsor/Exhibitor shall defend, indemnify and hold harmless Dynamic Communities, Event Management and the Event Venue and their directors, officers, employees, affiliates, representatives and agents from and against any and all claims, demands, actions, causes of actions, penalties, judgments, and liabilities of every kind and description (including court costs and reasonable attorneys' fees) for injury to and death of persons, and damage to and loss of property which are caused by, arise from or grow out of the Sponsor/Exhibitor's presence at the Event, or use or occupancy of the Event Venue or Show services, or from any breach by the Sponsor/Exhibitor of any condition of the Agreement, or from the negligence or willful misconduct or any act or omission of Sponsor/Exhibitor, their employees, representatives, servants, agents, licensees, or contractors, except to the extent due to the sole negligence or willful misconduct of Event Management or its owners, directors, officers, employees, representatives and agents.

21. INSURANCE

(A) Insurance Requirements:

Dynamic Communities requires that Sponsor/Exhibitor obtain and maintain insurance coverage during the duration of the Event, including Exposition move-in days, show days, and move-out days, and any time allocated to setup and dismantle, as expressly listed herein and further, shall name the entities set forth below as Additional Insured on all required insurance policies. However, Dynamic Communities does provide to all sponsors General Liability Insurance through their third-party and can provide Certificates of Insurance that covers the majority of items mentioned above. Further than that, if requested, Sponsor/Exhibitor's insurance coverage shall also include the following:

- a. Worker's compensation insurance in accordance with applicable state or local law covering Sponsor/Exhibitor and all of its employees.
- b. Employers' Liability Insurance in minimum limits of Five Hundred Thousand Dollars (\$500,000) per occurrence or accident.
- c. Commercial Automobile Liability insurance insuring any owned, non-owned, and hired vehicles to be used in and out of the facilities in the amount of One Million Dollars (\$1,000,000) in any one accident – if applicable.
- d. All insurance coverage required shall be primary coverage regardless of any coverage maintained by any Additional Insureds, apply to any qualifying incident arising hereunder and shall be issued by companies authorized to do business in the State/Country where the Event will be held. Sponsor/Exhibitor shall provide insurance that expressly covers liability under the indemnification provision contained under this Agreement.
- e. The required insurance coverage in sections (c), shall name as an Additional Insured those entities set forth herein as "Additional Insureds and Indemnities", and include Dynamic Communities, and the Event venue (Gaylord Palms Resort & Convention Center).

(B) Waiver of Subrogation:

Sponsor/Exhibitor shall agree to waive the right of subrogation by its insurance carriers to recover loss sustained under the respective insurance contracts for real and personal property. Sponsor/Exhibitor shall include in each of its insurance policies covering loss, damage, or destruction covered by "all risk" property insurance a waiver of the insurer's right of subrogation

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against the Insured Parties or if such waiver should be unobtainable or unenforceable, (i) an express agreement by such insurance company that such policy shall not be invalidated if the insured waives or has waived before the casualty or liability the right of recovery against any party responsible for a casualty or liability, or (ii) any other form of permission by such insurance company for the release of the Insured Entities. While the foregoing waiver of right of recovery is in effect, Sponsor/Exhibitor shall look solely to the proceeds of its property insurance policies to compensate Sponsor/Exhibitor for any loss occasioned by fire or other insured casualty. Sponsor/Exhibitors agree to waive the right of subrogation by its insurance carriers to recover loss sustained under the respective insurance contracts for real and personal property.

22. COMPLIANCE WITH LAWS AND PERMITS

(A) Sponsor/Exhibitor Compliance with Laws:

Sponsor/Exhibitors shall be knowledgeable of and to comply with and be bound by all applicable federal, state, and local laws, ordinances and regulations, including without limitation all applicable laws, ordinances, rules and regulations pertaining to utility and building codes health, fire prevention, and public safety, and any rules or regulations, including any union labor work rules, of the Event Venue, while participating in the Event. All rights and privileges granted to Sponsor/Exhibitors under the Agreement are subject to and subordinate to the master leases and licenses between Event Management and the Event Venue.

(B) Permits and Licenses:

Sponsor/Exhibitors will be solely responsible for obtaining any licenses, permits, tax identification numbers or approvals required under applicable federal, state or local laws related to Sponsor/Exhibitor's activities at the Event. Sponsor/Exhibitors will be responsible for paying all taxes, license fees, use fees, royalties or other fees, charges, levies or penalties that become due to any governmental authority in connection with their activities at the Event.

(C) Americans with Disabilities Act:

Sponsor/Exhibitors shall have the sole responsibility for ensuring that their Event Space is in full compliance with the Americans with Disabilities Act (ADA) and any regulations under that Act. Sponsor/Exhibitors acknowledge and agree that, in connection with the Event/Exposition, their Event Space will be a public accommodation as defined under Title III of the Americans with Disabilities Act ("ADA"). As a public accommodation, Sponsor/Exhibitors shall (i) provide, at their own expense, any auxiliary aids and services as may be necessary to ensure effective communication with attendees in their Event Space; (ii) assure, at their expense, that displays posted at or on Sponsor/Exhibitor's Event Space(s) are accessible to individuals with disabilities; and (iii) not discriminate or retaliate against any individual in violation of the ADA.

23. OFFICIAL SERVICE CONTRACTORS/ /SPONSOR/EXHIBITOR APPOINTED CONTRACTORS

(A) Official Service Contractors:

Official service contractors, inclusive of the Event Services Vendor, (collectively "Event Services Vendor/s") will be designated by Event Management and will provide all services required such as drayage, furnishings, accessories, internet, audio/visual equipment, electrical power, and labor to erect and dismantle Sponsor/Exhibitor's Exhibit, signs, etc., except as expressly stated other herein. An Exhibitor/Service Order Kit will be made available online to Sponsor/Exhibitor containing order forms, rates and instructions on the services provided.

(B) Sponsor/Exhibitor Appointed Contractors:

Sponsor/Exhibitor Appointed Contractor "EAC") is any contractor used or retained by Sponsor/Exhibitor that is not listed as an Official Service Contractor in the Sponsor/Exhibitor Service Order Kit. These companies include, but are not limited to, any installation and dismantling company, sound and lighting firms, or any person or firm providing direct services to Sponsor/Exhibitors. If Sponsor/Exhibitor uses the service vendors other than the Official Service Contractors for such service the Sponsor/Exhibitor appointed contractor, vendor and/or supplier (collectively "EACs") must conform to the Sponsor/Exhibitor Rules and Regulations and the Sponsor/Exhibitor Service Order Kit. EACs other than the Official Services Contractors listed in the Sponsor/Exhibitor Service Order Kit must submit the EAC Form by the deadline and must submit valid insurance certificates as stipulated on the EAC Form.

Additionally, if and as applicable, Sponsor/Exhibitors shall be required to certify to Event Management that (i) such EAC is, and as of the Event date will be, a party to a collective bargaining agreement with a union labor organization qualified to perform installation and dismantle services at the Event; and (ii) all services performed at the Event for Sponsor/Exhibitor by such EAC shall be performed exclusively by employees who are members of the local of that union ("Local Union") and the Local Union has jurisdiction in the City and Event Venue where the Event is being held.

24. FORCE MAJEURE/ DISRUPTION OF CONVENTION

(A) Force Majeure:

If the Event is terminated, in part or whole, for any reason beyond the reasonable control of Event Management, including without limitation acts of God, war, pandemic, mob, riot or civil commotion, strikes, labor disputes, accidents, governmental laws, ordinances, regulations, requisitions or restrictions, unavailability of facilities, lack of utilities, commodities or supplies, inability to secure sufficient labor, civil disturbance, terrorism or threats of terrorism, disruption to transportation, disaster, fire, earthquakes, severe weather conditions, epidemic or pandemic, or any other comparable calamity, casualty or condition, Event Management may terminate the Agreement without liability, and Event Management will refund 100% of all Sponsor/Exhibitor fees within 45 days of the termination announcement. It is in the discretion of the sponsor if they want to retain the Sponsor/Exhibitor fees as a credit with Dynamic Communities for future events.

(B) Disruption of Event:

If any part of an Event Venue is damaged or if circumstances beyond Event Management's reasonable control make it impossible, impractical or inadvisable for Event Management to permit Sponsor/Exhibitors to occupy or continue to occupy their assigned Event Space location during any part of or the entire Event, Event Management will retain the right to relocate Sponsor/Exhibitors to alternative Event Space. If, Event Management, in its sole discretion, determines that relocation is not feasible, Sponsor/Exhibitors will be charged a pro rata Sponsor/Exhibitor Fee for the period that the Event Space was or could have been occupied by Sponsor/Exhibitor, and Event Management will refund the remaining portion of the Sponsor/Exhibitor Fee paid, minus a share of costs, expenses and commitments required to recompense Event Management up to the time of termination, in full satisfaction of all liabilities of Event Management to the Sponsor/Exhibitor, and the Sponsor/Exhibitor agrees to waive all claims it might have against Event Management for damages or expenses discharge of all claims against Event Management in exchange for such refund.

Such expenses costs, and commitments shall include, but not be limited, to all expenses incurred by Dynamic Communities as a result of contracts with third parties for the provision of services of products incidental to the Event, all out of pocket expenses incurred by Dynamic Communities incidental to the Event; and all overhead expenses of Dynamic Communities attributable to the production of the Event be changed by Dynamic Communities. Dynamic Communities shall not be financially liable in the event the Event is interrupted, canceled, moved, or dates changes except as provided herein.

(C) Interruptions and Delays:

No interruption, diminution, delay or discontinuance of any part or portion of the Event will be deemed a disturbance of Sponsor/Exhibitor's use of or eviction from the Event Space; nor shall any such interruption, diminution, delay or discontinuance relieve Sponsor/Exhibitor from full performance of the Sponsor/Exhibitor's obligations under this Agreement, unless otherwise agreed to in writing by Event Management's authorized representative.

(D) Change of Dates, Times or Location:

Event Management reserves the right to change, increase or decrease the Exposition's hours, number of days, Event dates and times, Event location, Event theme, or Event name. Notwithstanding anything to the contrary in the Agreement, Sponsor/Exhibitors acknowledge and agree that if Event Management elects to re-name, change, increase or decrease Exposition hours, days, Event dates or times, or the Event's location, Sponsor/Exhibitors shall not be entitled to and expressly disclaims any right or claim to the return of any portion of any Exhibition Space Fees, deposits paid or payable by Sponsor/Exhibitor to Event Management.

Additionally, if Event Management re-locates the Event to a different city than originally scheduled over dates which are not more than sixty (60) days earlier or sixty (60) days later than the original Event dates, no refund will be due to Sponsor/Exhibitor, but Event Management shall assign to Sponsor/Exhibitors, in lieu of the original Event Space, such other Event Space as Event Management deems appropriate and the Sponsor/Exhibitor agrees to use such space under the terms of the Agreement. However, if Event Management elects to terminate the Event other than for a reason previously described in this Section, Event Management shall refund to the Sponsor/Exhibitor the Sponsor/Exhibitor Fee previously paid, in full satisfaction of all liabilities and obligations of Event Management to the Sponsor/Exhibitor and the Sponsor/Exhibitor shall waive all claims it might have against Event Management for damages or expenses and discharges all claims against Event Management in exchange for such refund.

25. LIMITATION OF LIABILITY

SPONSOR/EXHIBITOR EXPRESSLY ASSUMES ALL RESPONSIBILITY, LIABILITY AND RISK ASSOCIATED WITH, RESULTING FROM OR ARISING IN CONNECTION WITH THE SPONSOR/EXHIBITOR'S PARTICIPATION OR PRESENCE AT THE EVENT, INCLUDING, WITHOUT LIMITATION, ALL RISKS OF THEFT, HARM, LOSS, DAMAGE OR INJURY TO OR OF ANY PERSON (INCLUDING DEATH), ITS OWN PROPERTY OR THE PROPERTY OF OTHERS, BUSINESS OR PROFITS OF SPONSOR/EXHIBITOR, TORTIOUS ACTIVITY OF ANY KIND (INCLUDING LIBEL, SLANDER OR INJURIES CAUSED BY SOUND LEVELS IN OR AROUND SPONSOR/EXHIBITOR'S EXHIBIT) WHETHER CAUSED BY NEGLIGENCE,

INTENTIONAL ACT, ACCIDENT, ACTS OF GOD OR OTHERWISE PRIOR TO, DURING OR SUBSEQUENT TO THE PERIOD COVERED BY THIS AGREEMENT.

SPONSOR/EXHIBITOR AGREES THAT TO THE MAXIMUM EXTENT PERMITTED BY LAW, EVENT MANAGEMENT, EVENT MANAGEMENT'S SERVICE CONTRACTORS, THE EVENT VENUE OR THE CITY WHERE THE EVENT VENUE IS LOCATED AND THEIR RESPECTIVE DIRECTORS, OFFICERS, AGENTS, EMPLOYEES OR REPRESENTATIVES WILL NOT BE HELD LIABLE FOR ANY LOSS OR DAMAGE TO EXHIBITS, OR MATERIALS, GOODS AND WARES (COLLECTIVELY "PROPERTY") BELONGING TO THE SPONSOR/EXHIBITOR, AND THEY ARE HEREBY RELEASED FROM LIABILITY FOR ANY DAMAGE, LOSS, OR INJURY TO PERSON OR PROPERTY OF THE SPONSOR/EXHIBITOR OR ITS OFFICERS, EMPLOYEES, AGENTS, REPRESENTATIVES, INVITEES AND GUESTS, RESULTING FROM FIRE, STORMS, WATER, ACTS OF GOD, AIR CONDITIONING OR HEATING FAILURE, THEFT, MYSTERIOUS DISAPPEARANCE, BOMB THREATS, RESTRICTIONS IMPOSED BY ANY GOVERNMENTAL AGENCY, OR ANY OTHER CASUALTY, CALAMITY OR CAUSES WHATSOEVER.

IN NO EVENT WILL EVENT MANAGEMENT, EVENT MANAGEMENT'S SERVICE CONTRACTORS, THE EVENT VENUE OR THE CITY WHERE THE EVENT VENUE IS LOCATED OR THEIR RESPECTIVE OWNERS, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS AND REPRESENTATIVES BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE OR INCIDENTAL DAMAGES OF ANY NATURE OR FOR ANY REASON WHATSOEVER WHETHER OR NOT APPRISED OF THE POSSIBILITY OF ANY SUCH LOST PROFITS OR DAMAGES. EVENT MANAGEMENT MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE NUMBER OF PERSONS WHO WILL ATTEND THE EVENT VENUE OR REGARDING ANY OTHER MATTERS. SPONSOR/EXHIBITOR EXPRESSLY ACKNOWLEDGES AND AGREES THAT TO THE MAXIMUM EXTENT PROVIDED UNDER APPLICABLE LAW EVENT MANAGEMENT'S MAXIMUM LIABILITY TO THE SPONSOR/EXHIBITOR IN ANY WAY RELATED TO, IN CONJUNCTION WITH OR ARISING FROM THIS AGREEMENT, THE USE, REFUSAL, REJECTION OF EXHIBIT SPACE, OR JUDICIAL DETERMINATION OF EVENT MANAGEMENT'S WRONGFUL CANCELLATION OF EXHIBIT SPACE WILL BE LIMITED SOLELY TO THE RETURN OF ALL OF THE SPONSOR/EXHIBITOR FEE PREVIOUSLY PAID TO EVENT MANAGEMENT BY SPONSOR/EXHIBITOR.

26. DAMAGE TO EXHIBITION FACILITY

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Sponsor/Exhibitors will not allow any article to be brought into the Event Venue, or any act done on the Event Venue's premises, which would invalidate the insurance or increase the premium of the policies held by the Event Venue. Further, Sponsor/Exhibitors will not permit anything to be done by their employees, representative, guests or agents by which act the Event Venue or its property or equipment of other exhibitors or attendees will be damaged. Anything in connection therewith necessary or proper for the protection of the Event Venue, or its equipment or furniture will be at the sole expense of the Sponsor/Exhibitor. All Event Space are provided subject to these conditions. Sponsor/Exhibitor assumes the entire responsibility and liability for any damage or loss to the Event Venue, its own property or to the property of others whatsoever resulting from such violations. In the event damage or loss occurs to Sponsor/Exhibitor's Exhibit or property and such damage is caused by another exhibitor, the involved parties shall be responsible for resolving the dispute.

27. RIGHT TO OFF-SET

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Event Management reserves the right to apply any Sponsor/Exhibitor Fee and deposit amounts paid by Sponsor/Exhibitor pursuant to the Agreement (i) to remedy any breach by the Sponsor/Exhibitor under the Agreement; (ii) to remedy any breach by Sponsor/Exhibitor under any other agreement(s) between Sponsor/Exhibitor and Event Management or its affiliates; (iii) for payment of any checks returned for NSF (including any bank fees related to the NSF check); and (iv) to pay any onsite violations fees Sponsor/Exhibitor incurs. Sponsor/Exhibitor will pay to Event Management the amount offset against a past due amount within ten (10) days of the date of Event Management's notice or, if the deadline for the applicable payment is more than ten (10) days from the date of the notice, by the applicable deadline. If Sponsor/Exhibitor fails to pay the offset amount within the required period, the Sponsor/Exhibitor shall be considered to be in breach of its payment obligations under the Agreement and Event Management shall have the right to terminate or change the Sponsor/Exhibitor's Event Space and exercise its other rights under the Agreement.

28. GOVERNING LAW/ARBITRATION

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The Agreement and these Rules and Regulations shall be construed as a whole in accordance with their fair meaning and the applicable laws of the State of Delaware, USA, without regard to its conflict of laws provisions. Any and all disputes in any way relating to, or arising out of the Agreement or the assignment, use, denial, change, or cancellation of Event Space, shall be submitted to the American Arbitration Association (AAA) for arbitration before a single arbitrator in accordance with the rules of AAA then in force and effect as the sole and exclusive remedy for resolving such controversies. The decision of the arbitrator shall be final and binding and that a judgment may be entered on such arbitration award in any court of competent jurisdiction. Any such arbitration proceeding shall take place in the State of Delaware, USA, County to the exclusion of all other venues. Sponsor/Exhibitor hereby consents to the jurisdiction of courts and waive any objections to venue therein. The prevailing party

in any such arbitration shall be entitled to recover its costs and expenses, including reasonable attorneys' fees, incurred in connection with such arbitration. **SPONSOR/EXHIBITOR** ACKNOWLEDGES AND AGREES THAT BY SELECTING ARBITRATION AS THE SOLE AND EXCLUSIVE REMEDY FOR RESOLVING ALL DISPUTES BETWEEN **SPONSOR/EXHIBITOR** AND EVENT MANAGEMENT, **SPONSOR/EXHIBITOR** IS WAIVING ITS RIGHT TO A TRIAL TO WHICH IT MAY BE OTHERWISE ENTITLED.

29. SEVERABILITY AND WAIVER
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If any portion of the Agreement, including any portion of these Rules and Regulations, becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable, void or invalid, then that portion will be considered severed from the Agreement, and all remaining portions will remain in full force and effect as long as the essential terms of the Agreement remain valid, legal and binding. No waiver of any breach, failure, right, or remedy will be considered as a waiver of any other breach, failure, right, or remedy, whether or not similar, nor will any waiver constitute a continuing waiver unless made in writing and signed by Event Management.

30. MISCELLANEOUS/ENTIRE AGREEMENT
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The headings to the various sections of these Rules and Regulations are inserted only for convenience of reference and are not intended nor will they be construed to modify, define, limit or expand the intent of the parties as expressed herein. Termination of the Agreement will not affect or modify those obligations of the parties under the Agreement that by their terms are to survive the termination of this Agreement. The Agreement, including these Rules & Regulations, and any amendments and schedules referred to herein constitute the complete and exclusive statement of the terms of the agreement between Event Management and Sponsor/Exhibitor pertaining to the Event, and supersede any and all prior oral and written understandings, quotations, communications, and agreements. No person is authorized to make any changes, amendments or modifications to these terms and conditions except in a writing specifically referring to the Agreement and signed by a duly authorized representative of Event Management.

Signature
Michael Konstas

Name
Dynamic Communities, LLC

Company

Date

Signature

Name

Company

Date