



SAGE SHOWCASE™ EXHIBITOR POLICIES

This agreement (“Agreement”) is entered into as of the registration date (“Effective Date”) by and between Quick Technologies Inc. d/b/a SAGE (“SAGE”), having a mailing address of 16301 Quorum Drive, Suite 200A, Addison, Texas, 75001, and the exhibitor (“Exhibitor”), having an office at the address on the registration form.

- 1. Definitions.** “Showcase” means the SAGE Showcase™, an annual traveling show service for the promotional products industry provided by QTI. “QTI Marks” means the various trademarks and service marks used by QTI, including without limitation “SAGE” and “SAGE Showcase.” “Exhibitor Marks” means (i) Exhibitor’s company name, line name, logos, and other identifying and contact information; and (ii) photographs of Exhibitor’s booth, personnel, and products. “Visitor Data” means any contact information made available to Exhibitors by QTI that is collected from Showcase attendees. “Proprietary Information” means (i) QTI’s confidential business information; (ii) the Visitor Data; (iii) ideas, comments, feedback, and suggestions related to the Showcase, any other products or services of QTI, or QTI’s business; and (iv) any derivative works of the foregoing.
- 2. Exhibition Space.** Exhibitor will be provided booth space for each Showcase show for which Exhibitor has paid in full. Exhibitor’s space will be assigned by QTI in its sole discretion, and is subject to change at any time. Exhibitor may use its space for the sole purpose of marketing and promoting its own products and services. Booth space may not be re-sold, transferred, leased, or otherwise provided to any third party. Exhibitor shall not actively solicit or conduct business or distribute any promotional or marketing materials outside of Exhibitor’s booth space. QTI reserves the right to prohibit Exhibitor from exhibiting, in whole or in part, at any particular show in its sole reasonable discretion. In such an event, QTI shall reimburse Exhibitor for the unused Fees associated with such show on a pro-rated basis; provided that Exhibitor has not breached or threatened to breach this Agreement. QTI may decide in its sole discretion which exhibitors and attendees may enter the show facility.
- 3. Exhibition Rules.** Exhibitor shall abide by all show rules, facility rules, and local, state, and federal laws, regulations, and ordinances at all times. Without limiting the foregoing, (a) smoking in exhibits is prohibited; (b) exhibits may not block aisles or fire exits; (c) firearms and any illegal drugs, weapons, substances, materials or objects may not be transported, stored or used at any time while traveling with Showcase. All cargo, luggage and other property that is being transported by QTI is subject to search by QTI at any time without notice. Without limiting QTI’s other remedies, failure to abide by the foregoing rules may result in the Exhibitor being immediately and permanently removed from Showcase and local authorities will be contacted.
- 4. Exhibition Fees.** Exhibitor shall pay to QTI the fees set forth on the registration form and any related order forms or invoices (collectively the “Fees”). All Fees are non-refundable and are due ten (10) days from the invoice date unless otherwise stated on the respective registration form, order form, or invoice. If any Fees are not paid by the due date, Exhibitor shall additionally pay to QTI (a) a late fee equal to two percent (2%) or the highest legal rate, whichever is lower, of the over-due balance per month compounded monthly and rounded to the next highest whole month; and (b) any costs and expenses incurred by QTI (including attorneys’ fees) in connection with collection efforts related to the unpaid amount.
- 5. Cancellations.** EXHIBITOR MAY CANCEL REGISTRATION FOR A SHOW BY PROVIDING WRITTEN NOTICE (EMAIL IS ACCEPTABLE) TO QTI PRIOR TO THE FIRST DAY OF THE RESPECTIVE SHOW. IF NOTICE OF CANCELLATION IS RECEIVED BY QTI NO LATER THAN THIRTY (30) DAYS PRIOR TO THE FIRST DAY OF THE RESPECTIVE SHOW, THEN THE DEPOSIT PREVIOUSLY PAID WILL BE APPLIED AS A SERVICE CREDIT ON EXHIBITOR’S ACCOUNT. OTHERWISE, NO SERVICE CREDIT WILL BE ISSUED. Service credits may be applied against future Showcase shows or other QTI products or services. Exhibitors who have purchased Showcase weeks (as opposed to days) may not cancel part of the week. EXCEPT AS SET FORTH IN THIS SECTION 5, EXHIBITOR MAY NOT CANCEL OR RESCHEDULE AFTER ACCEPTANCE OF EXHIBITOR’S REGISTRATION BY QTI AND NO REFUNDS OR CREDITS WILL BE ISSUED TO EXHIBITOR FOR ANY REASON. QTI may cancel, move, or modify any Showcase show for any reason in its sole discretion. In such an event, QTI will provide Exhibitor with advance notice when reasonably feasible. In the event that a show is canceled by QTI for any reason other than one which is outside of QTI’s reasonable control, QTI will pay Exhibitor an amount equal to the pro-rated amount actually paid by Exhibitor for such specific show. Reasons outside of QTI’s reasonable control include, without limitation, weather, force majeure, terrorism, natural disaster, and cancellation of exhibit space by the exhibit facility.
- 6. Insurance.** Exhibitor is solely responsible for its booth, the material shipped to or from each show (whether shipped by QTI, Exhibitor, or a third party), the materials in its booth, and any damage, theft, or injury (including death) caused by Exhibitor or occurring within Exhibitor’s booth. Therefore, Exhibitor shall carry appropriate insurance. Without limiting the foregoing, Exhibitor shall, at its own expense, secure and maintain through the term of this Agreement general liability insurance with limits not less than \$1,000,000 each occurrence, \$2,000,000 aggregate, combined single limit for bodily injury and property damage, including coverage for personal injury and contractual, products, and operation of mobile equipment liability.
- 7. Publicity and Marketing.** Exhibitor grants to QTI a fully paid up, royalty-free, non-exclusive, perpetual, worldwide license to use, display, disclose, reproduce, and distribute the Exhibitor Marks in connection with the marketing, promotion, or provision of the Showcase, including without limitation use in directories, websites, and promotional materials. QTI will not be responsible for any error or omissions related to Exhibitor’s information. Unless Exhibitor notifies QTI in writing as follows, Exhibitor consents to receive marketing information from QTI and third parties via any method, including without limitation postal mail, email, facsimile, and telephone. Exhibitor may change its marketing preferences at any time by writing customerservice@sageworld.com.
- 8. Visitor Data License** Subject to the terms and conditions of this Agreement, QTI grants to Exhibitor a personal, non-exclusive, non-transferable, non-assignable license to download and use the Visitor Data solely for the purpose of sending one (1) marketing mailing related to Exhibitor’s own products and services to the contacts contained within the Visitor Data within three (3) months following the show. Except for the express license granted to Exhibitor in this Section 8, QTI does not grant to Exhibitor any other licenses, whether express or implied, to the Visitor Data or any other intellectual property owned by or licensed to QTI. Exhibitor shall not (a) allow access to, disclose, transfer, reproduce, or distribute the Visitor Data except as required to exercise the express right granted herein; (b) make derivative works of the Visitor Data or combine such data with any other database; (c) use the Visitor Data in connection with any illegal, distasteful, immoral, dishonest, or fraudulent activity; (d) use the Visitor Data in a manner that may damage or injure a third party in any way, infringe the intellectual property or privacy rights of any person or entity, or be detrimental to QTI, or (e) send unsolicited email or forge header information. Use of the Visitor Data is at Exhibitor’s sole risk and liability.
- 9. Confidentiality.** Exhibitor acknowledges that the Proprietary Information constitutes valid, proprietary trade secrets of QTI, and is protected by copyright law. Exhibitor shall hold the Proprietary Information in strict confidence except as required to exercise Exhibitor’s express rights granted herein. Exhibitor shall use the Proprietary Information solely in accordance with the license granted herein and for the sole purpose of performing routine business functions within

Exhibitor's day-to-day business. Exhibitor shall not provide any statistical information regarding the Proprietary Information to any third party, including without limitation any competitor of QTI. Exhibitor shall promptly report a breach of this section to QTI, and acknowledges that any breach will result in irreparable harm to QTI.

10. Exhibitor Warranties and Indemnity Exhibitor represents and warrants that (i) it has the authority to enter into this Agreement; (ii) all information provided by Exhibitor to QTI will be accurate, truthful, and not misleading; (iii) the Exhibitor Marks and the use thereof, Exhibitor's participation in the Showcase, display or use of any materials or products at the show, and use of the Visitor Data do not and will not infringe or violate the intellectual property or privacy rights of any party; and (iv) Exhibitor's participation in the Showcase will not be immoral, deceptive, obscene, illegal, or otherwise objectionable in QTI's reasonable discretion. Exhibitor agrees to indemnify, hold harmless, and, at QTI's option, defend QTI and the exhibit facility for all damages, liability, expenses, charges, and costs (including attorneys' fees and costs) incurred by QTI resulting from or arising in connection with (i) a breach of this Agreement; (ii) Exhibitor's use of exhibit facilities or any activity related thereto; (iii) damage or injury to persons or property caused by either Exhibitor or materials owned or controlled by Exhibitor; or (iv) a claim that either the Exhibitor Marks or use thereof, Exhibitor's participation in the Showcase, display or use of any materials or products at the show, or Exhibitor's use of the Visitor Data infringes or violates the intellectual property or privacy rights of another party.

11. Ownership As between QTI and Exhibitor, QTI owns and shall own all right, title, and interest in and to the Proprietary Information and the QTI Marks, as well as the intellectual property embodied therein and related thereto. Exhibitor shall not challenge the validity or enforceability of any of the QTI Marks.

12. Assumption of Risk. Exhibitor expressly assumes all risk associated with, resulting from, or otherwise in connection with Exhibitor's participation at the show, including without limitation all risks of theft, loss, harm, damage, or injury to persons (including death), property, or business of Exhibitor, whether caused by negligence, accident, intentional act, force majeure, or otherwise. Exhibitor is solely responsible for its property (whether or not stored, shipped, or otherwise controlled by QTI). Neither QTI nor the exhibit facility accepts any responsibility, nor is a bailment created for property delivered by or to Exhibitor. Exhibitor hereby releases QTI and the exhibit facility and covenants not to sue with respect to any and all risks, losses, damages, and liabilities described in this section.

13. DISCLAIMER OF WARRANTY AND LIMITATION OF LIABILITY THE SHOWCASE, THE VISITOR DATA, AND ANY OTHER SERVICES RELATED THERETO ARE PROVIDED "AS IS." QTI MAKES NO WARRANTIES, WHETHER EXPRESS OR IMPLIED, WITH RESPECT TO THE FOREGOING AND EXPRESSLY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY OF DATA, NON-INFRINGEMENT, AND NON-INTERFERENCE. QTI SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, OR SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION LOST PROFITS, EVEN IF QTI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL QTI'S LIABILITY UNDER OR RELATED TO THIS AGREEMENT EXCEED AN AMOUNT EQUAL TO THE FEES PAID BY EXHIBITOR HEREUNDER DURING THE ONE (1) YEAR PRECEDING THE DATE THAT THE CLAIM AROSE. QTI does not warrant that any particular number of exhibitors or attendees will participate in the Showcase, and QTI shall not be responsible for lower than expected attendance at a Showcase. The parties acknowledge that the disclaimer of warranty and limitations of liability set forth in this Agreement are reasonable allocations of risk among the parties based on the fees associated with this Agreement.

14. Term. This Agreement shall be effective as of the Effective Date, and shall remain in effect until the end of the respective Showcase year. This Agreement may be immediately terminated by QTI upon Exhibitor's breach or threatened breach of any of the terms of this Agreement. Upon termination or expiration, all rights and obligations set forth in this Agreement shall cease except for Sections 1, 4 (to the extent Fees are owed prior to termination), 7, 9, 10, 11, 12, 13, and 16, which shall survive any such termination or expiration.

15. Modification. QTI may revise the terms and conditions of this Agreement at any time by preparing in writing a revised agreement and providing such revised agreement to Exhibitor. In such a case, Exhibitor shall be bound to the new agreement unless QTI receives written notice from Exhibitor within thirty (30) days after providing such revised agreement stating that Exhibitor wishes to remain bound by the original agreement instead. Aside from the foregoing, this Agreement may not be modified except by a formal written amendment signed by both parties.

16. Miscellaneous. This is the entire Agreement between the parties as to the subject matter hereof and there are no other valid agreements or understandings, express or implied, written or oral. Exhibitor may not assign the Agreement without QTI's written permission, and any such prohibited assignment shall be void. QTI may assign this Agreement without providing notice to or obtaining consent from Exhibitor. If one or more provisions of this Agreement shall be held to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not be affected. Should litigation be required related to this Agreement, such action shall take place exclusively in Dallas County, Texas and the parties hereby agree to such venue and waive any objections to personal jurisdiction. This Agreement shall be governed by the laws of the State of Texas.