



Virtual Tradeshow 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. Exhibitor agrees to be bound to this Agreement by completing a registration or order form to exhibit at the virtual tradeshow produced by SAGE that is identified on such registration or order form ("Show").

- 1. Definitions.** "SAGE Marks" means the various trademarks and service marks used by SAGE, including without limitation "SAGE" and "SAGE Virtual Show." "Exhibitor Content" means (i) Exhibitor's company name, line name, logos, and other identifying and contact information; and (ii) all text, images, products, booth materials, videos, and other assets that are uploaded by Exhibitor to the Show platform. "Visitor Data" means any contact information made available to Exhibitor by SAGE that is collected from the Show registrants, exhibitors or attendees. "Proprietary Information" means (i) SAGE's virtual tradeshow platform; (ii) the Visitor Data; (iii) ideas, comments, feedback, and suggestions related to the Show, any other products or services of SAGE, or SAGE's business; and (iv) any derivative works of the foregoing.
- 2. Exhibition Space.** SAGE will provide Exhibitor with virtual booth space for the Show after Exhibitor has paid in full for such space pursuant to Section 3 below. Exhibitor's booth location will be assigned by SAGE in its sole discretion and is subject to change by SAGE at any time for any reason. Exhibitor may use its booth space for the sole purpose of marketing and promoting its own products and services, or, in the case of multi-line reps only, for the sole purpose of marketing and promoting the products of suppliers whom the multi-line rep represents. Exhibitors may not discuss or hand out materials or products on behalf of third parties. Booths may not be re-sold, transferred, leased, subleased, or otherwise provided to any third party. Exhibitor shall not solicit, conduct business or distribute any promotional or marketing materials outside of Exhibitor's own booth. SAGE reserves the right to prohibit Exhibitor from exhibiting, in whole or in part, for any reason. In the event that SAGE chooses to prohibit Exhibitor from exhibiting without cause SAGE 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. SAGE may decide in its sole discretion which exhibitors and attendees may enter the Show. Exhibitor shall only register to obtain badges for personnel who are either (a) its own employees or (b) bona fide independent contractors who are legitimately working for Exhibitor in connection with the show. Badges are non-transferrable and are subject to revocation by SAGE in its discretion at any time. Exhibitor shall be solely responsible for any licenses, approvals, or permits that it requires in order to exhibit at the Show, as well as any taxes, levies, charges, penalties, or other charges related to its exhibition at the Show.
- 3. Exhibition Fees.** Exhibitor shall pay to SAGE the fees as set forth on the registration form and any related order forms or invoices (collectively the "Fees"). All Fees (including deposits) 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, in addition to all other rights and remedies to which SAGE is entitled, pay to SAGE (a) a late fee equal to two percent (2%) or the highest legal rate, whichever is lower, of the overdue balance per month compounded monthly and rounded to the next highest whole month; and (b) any costs and expenses incurred by SAGE (including attorneys' fees) in connection with collection efforts related to the unpaid amount.

- 4. Exhibition Rules.** Exhibitor and all Exhibitor personnel shall abide by all Show rules and any applicable

local, state, and federal laws, regulations, and ordinances at all times. Without limiting the foregoing, Exhibitor and all Exhibitor personnel shall abide by the following rules:

- A. Booths must be presentable and in good taste.
 - B. Exhibits must be open and staffed on every official exhibit day for the full duration of the listed exhibit hours and must be closed at all other times.
 - C. All communication (whether via text chat, video calls, etc.) within the Show platform must be professional and courteous. Foul language or any disparaging or otherwise inappropriate comments, images or other materials are strictly prohibited.
 - D. Without SAGE's prior written approval, Exhibitors may not, either prior to or during the Show, solicit or attempt to solicit attendees or other exhibitors at the Show to attend any other physical or online show or large-scale meeting or conference during the hours of the Show. Exhibitor may, however, provide links to use third-party video conferencing tools to talk solely to Exhibitor if desired.
 - E. Exhibitor shall not perform, or attempt to perform, any automated functions or scripts within the Show platform or take any action that is intended to disrupt the normal operation of the Show platform in any way.
5. **Lead Retrieval.** Lead retrieval services are built directly into the Show platform. Exhibitor may use the Visitor Data obtained through the lead retrieval functions in accordance with Section 8 below.
6. **Product Pavilions.** In the event that Exhibitor participates in a product pavilion at the Show, the following rules shall apply: Each entry may contain only one product. Certain product pavilions have specific eligibility requirements, all of which must be met in SAGE's sole discretion for the product to be included. Products will be displayed at the sole discretion of SAGE. Product information (including description and image) must be in Exhibitor's product database within SAGE by the deadline. No refunds will be made for products that are not submitted in a timely manner.
7. **Promotional Opportunities** Exhibitor may be offered a variety of promotional opportunities related to the Show. Promotional opportunities are not confirmed until Exhibitor's contract has been accepted by SAGE for such opportunities and any required deposit has been paid to SAGE. SAGE reserves the right to choose Exhibitors to participate in promotional opportunities in its sole discretion. In the event that fees for such promotional opportunity are not paid by the stated deadline, SAGE reserves the right to remove Exhibitor from such promotional opportunity without refund. SAGE shall have reasonable discretion with regard to implementation of promotional opportunities. If the promotional opportunity requires graphics, logos, or other materials to be provided, Exhibitor shall provide the same by the deadline provided by SAGE. In the event that such graphics, logos or other materials are not provided, or not provided in the proper format, SAGE may remove Exhibitor from such promotional opportunity without refund. Materials provided to SAGE in connection with a promotional opportunity will not be returned to Exhibitor unless special arrangements are made and approved by SAGE in advance.
8. **Cancellations and Refunds.** SAGE may cancel, move, or modify the Show for any reason in its sole discretion. In such an event, SAGE will provide Exhibitor with advance notice when reasonably feasible. In the event that the Show is canceled by SAGE for any reason other than one which is outside of SAGE's reasonable control, SAGE will pay Exhibitor an amount equal to the amount paid by Exhibitor for the show. Reasons outside of SAGE's reasonable control include, without limitation, force majeure, terrorism,

pandemics, Internet outages, or severe weather that affects critical infrastructure. NO REFUNDS OR CREDITS WILL BE ISSUED TO EXHIBITOR FOR ANY REASON. Exhibitor may cancel a registration by providing written notice to SAGE at any time prior to the start of Show. In such case, Exhibitor shall not be obligated to pay any fees due but not yet paid. However, Exhibitor will not be entitled to a refund of any fees (including deposits) already paid prior to such notice of cancelation.

9. **Exhibitor Content License.** Exhibitor grants to SAGE a fully paid up, royalty-free, non-exclusive, perpetual, worldwide license to use, display, disclose, reproduce, and distribute the Exhibitor Content in connection with the marketing, promotion, and provision of the Show. Exhibitor shall be fully and solely liable for all Exhibitor Content and SAGE will not be responsible for any error or omissions related to any Exhibitor Content.

10. **Visitor Data License.** Subject to the terms and conditions of this Agreement, SAGE grants to Exhibitor a personal, non-exclusive, non-transferable, non-assignable license to use Visitor Data provided by SAGE or acquired by Exhibitor through the legitimate lead retrieval functions within the Show solely for the purpose of sending marketing mailings, samples or other business communication related to Exhibitor's own products and services to the contacts contained within the Visitor Data. Except for the express license granted to Exhibitor in this Section 8, SAGE 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 SAGE. 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; or (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 SAGE, or (e) send unsolicited email or forge header information. Use of the Visitor Data is at Exhibitor's sole risk and liability.

11. **Confidentiality.** Exhibitor acknowledges that the Proprietary Information constitutes valid, proprietary trade secrets of SAGE, and is protected by intellectual property laws. Exhibitor shall use the Proprietary Information solely in connection with Exhibitor's bona fide exhibition at the Show. Exhibitor shall not provide any statistical information regarding the Proprietary Information to any third party, including without limitation any competitor of SAGE. Exhibitor shall promptly report a breach of this section to SAGE and Exhibitor acknowledges that any breach will result in irreparable harm to SAGE.

12. **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 SAGE has been and will be accurate, truthful, and not misleading; (iii) the Exhibitor Content and the use thereof, Exhibitor's participation in the Show, 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 Show will not be immoral, deceptive, obscene, illegal, or otherwise objectionable. Exhibitor agrees to indemnify, hold harmless, and, at SAGE's option, defend SAGE for all damages, liability, expenses, charges, and costs (including attorneys' fees and costs) incurred by SAGE resulting from or arising in connection with (i) a breach of this Agreement; (ii) 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 Content or use thereof, Exhibitor's participation in the Show, 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.

13. **Ownership.** As between SAGE and Exhibitor, SAGE owns and shall own all right, title, and interest in and to the Proprietary Information and the SAGE Marks, as well as the intellectual property embodied therein

and related thereto. Exhibitor shall not challenge the validity or enforceability of any of the SAGE Marks.

14. **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 hereby releases SAGE and covenants not to sue with respect to any and all risks, losses, damages, and liabilities described in this section.

15. **DISCLAIMER OF WARRANTY AND LIMITATION OF LIABILITY.** THE SHOW, THE VISITOR DATA, AND ANY OTHER SERVICES RELATED THERETO ARE PROVIDED "AS IS." SAGE 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, PERFORMANCE, AND NON-INTERFERENCE. SAGE DOES NOT WARRANT THAT THE SHOW PLATFORM WILL BE ERROR-FREE. SAGE SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, OR SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION LOST PROFITS, EVEN IF SAGE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL SAGE'S LIABILITY UNDER OR RELATED TO THIS AGREEMENT EXCEED AN AMOUNT EQUAL TO THE FEES PAID BY EXHIBITOR HEREUNDER FOR EXHIBIT SPACE AT THE SHOW. SAGE does not warrant that any particular number of exhibitors or attendees will participate in the Show, and SAGE shall not be responsible for lower than expected attendance at the Show. 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.

16. **Term.** This Agreement shall be effective as of the Effective Date and shall remain in effect until the conclusion of the Show. This Agreement may be immediately terminated by SAGE 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, 3 (to the extent Fees are owed prior to termination) 8-15, and 18, all of which shall survive any such termination or expiration.

17. **Modification.** SAGE may revise this Agreement at any time as it deems appropriate or necessary by providing written notice to Exhibitor. If Exhibitor does not wish to accept the revised Agreement, Exhibitor may notify SAGE in writing within fifteen (15) days after receiving notice of such amended Agreement. In such event, Exhibitor will continue to be bound by the original Agreement, without amendment. Aside from the foregoing, this Agreement may not be modified except by a formal written amendment signed by both parties.

18. **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 SAGE's written permission, and any such prohibited assignment shall be void. SAGE 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.