

All Exhibitors and their representatives participating in the International Literacy Association (ILA) 2019 Conference over the dates of **October 10–13, 2019**, are required to comply with the Terms and Conditions ("Terms and Conditions") stated in this Exhibit Space Contract ("Contract"), as well as the rules and policies ("Rules and Policies"), the Booth Design Guidelines, and the Exhibitor Service Kit ("Exhibitor Service Kit"), which are integral to and fully incorporated by reference into this Contract.

In consideration of the promises and the mutual covenants contained in this Contract and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Exhibitor agrees as follows:

1) Defined Terms: The term "Event" means the ILA 2019 Conference, currently scheduled to be held **October 10–13, 2019**, at the **Ernest N. Morial Convention Center, New Orleans, LA**. The Event is owned, produced, operated, and managed by the ILA. The term "Show Management" means the ILA and its officers, directors, members, agents, affiliates, representatives, employees, successors, and assigns, unless the context requires otherwise. The term "Exhibit Space" means the exhibit or display space applied for by Exhibitor in this Contract or the exhibit or display space actually assigned to Exhibitor for the Event. "Exhibitor" means, severally and jointly, (a) the company(ies) or person(s) that applied for Exhibit Space at the Event and agreed to enter into this Contract upon acceptance by Show Management in the manner stated below and (b) each of its officers, directors, shareholders, members, employees, contractors, agents, representatives and/or invitees, as applicable. "Exhibit" means any or all of Exhibitor's materials, goods, products, equipment, or belongings that are displayed, showcased, or used within Exhibitor's Exhibit Space. "Exhibit Space Fee" means the amount charged by Show Management for the Exhibit Space contracted for by Exhibitor. Show Management and Exhibitor are collectively referred to in this Contract as the "Parties" and "Party" in the singular. The term "Exhibition Facility" or "Exhibition Facilities" means the exhibition/conference venue(s) where the Event will be held, including but not limited to the **Ernest N. Morial Convention Center, New Orleans, LA** and any other venues used for the Event. "Show Dates" mean the dates over which the Event is conducted including move-in, show days and move-out days at the Exhibition Facility.

2) Rules and Policies/Exhibitor Service Kit: Read the Rules and Policies and the Exhibitor Service Kit, which will be posted online, for all Event Rules and Policies. In addition to the Event Rules and Policies, the Exhibitor Service Kit will include additional information integral to participation at the Event, including but not limited to Official Contractor order forms, shipping delivery and storage of shipments, freight handling (drayage), utilities, electrical and building services/policies, Exhibitor display rules, installation/dismantle Exhibit Space labor to be supplied by the Official Contractor, Exhibit move-in/move-out schedules, official Event hours, rental of furniture, additional Exhibitor services, and other Event information necessary to aid Exhibitors.

3) Contract Acceptance: Show Management's depositing of Exhibitor's Exhibit Space Fee deposit does not constitute acceptance by Show Management of this Contract. If acceptance is not granted by Show Management, your Exhibit Space Fee deposit will be returned in full. This Contract will only become binding and effective when (i) Exhibitor has signed Page 1 of this Contract, (ii) all Exhibit Space Fees are paid as required herein, and (iii) Show Management's duly authorized

representative expressly accepts this Contract by countersigning on the facing page of this Contract and returning it to Exhibitor. Please be advised the final Exhibit Space assignment by Show Management may be different from Exhibitor's original requests.

4) Qualifications of Exhibitor: The purpose of the Event is to promote literacy by continuously advancing the quality of instruction and research worldwide. Show Management, in its sole discretion, will determine whether a prospective Exhibitor is eligible to participate in the Event. Exhibitor eligibility is generally limited to persons, organizations, or entities that supply, produce or manufacture products, goods for and/or services to the education industry or field. Applicants may be required to submit a description of the nature of their business and/or the products, goods, or services to be exhibited or displayed at the Event.

5) Products and Services Displayed: Exhibitor may only display or exhibit products and services comprising materials, equipment, apparatus, systems, and other component products or services relevant to the education field or as otherwise permitted by Show Management at its sole discretion. Exhibitors must either be the manufacturer, licensed dealer, distributor, or representative of the goods, products, or services to be displayed or exhibited at the Event. Each Exhibitor is entitled to one listing in official Event material. That listing will be either the Exhibitor of record or a legal D.B.A. (Doing Business As) submitted by Exhibitor signing this Contract. No entity other than the Exhibitor of record or a legal D.B.A. will be granted a listing in official Event material. The Exhibitor of record may not feature names or advertisements of non-exhibiting manufacturers, distributors or agents. Show Management will not be liable for any errors or omissions in the show directory, attendee lists, website, or in any promotional materials for the Event. Show Management reserves the right of final approval as to which publications Exhibitor is allowed to display within their Exhibit Space.

6) Placement/Assignment of Exhibit Booth Space: Show Management will try to assign Exhibit Space in accordance with Exhibitor's preferred location choices, however, Exhibit Space for the Event will be assigned by Show Management, at its sole and absolute discretion. Exhibit Space assignment in the Event does not imply or guarantee that similar Exhibit Space or location will be assigned for future ILA events. Further, Show Management reserves the right, at its sole discretion, to add, alter, delete, or modify the Event's exhibition space floor plan at any time or to move Exhibitor's previously assigned Exhibit Space to another location within the Exhibition Facility prior to or during the Event, without prior notice. Offers made as to location of Exhibit Space are based on current policy and not a location guarantee.

7) Exhibitor Payment: All Contracts submitted to Show Management for consideration for Exhibit Space placement must include payment in full or for fifty percent (50%) of the total Exhibit Space balance. Any outstanding balance due must be received on or before **December 3, 2018**, (the "deadline date"). If balance is not received by this deadline

date, Exhibitor will be considered in material breach of this Contract and any previously paid Exhibit Space Fee payments shall be deemed forfeited by Exhibitor, and no refunds will be made to Exhibitor. All Contracts submitted to Show Management after the deadline date must be accompanied with one hundred percent (100%) payment of total Exhibit Space Fee. Any Contract submitted thirty (30) days or less prior to the Event must be submitted with full payment by credit card for one hundred percent (100%) of total Exhibit Space Fee.

8) Cancellation Policy: Cancellation Fees will apply as follows: (i) If written notification of cancellation of all Exhibit Space is received on or before **December 3, 2018**, Exhibitor will be refunded all payments; (ii) If written notification of cancellation of all Exhibit Space is received after **December 3, 2018**, no refunds will be made and Exhibitor will be liable for one hundred percent (100%) of the Exhibit Space Fee for the contracted Exhibit Space, even if the cancelled Exhibit Space is resold after the written notice of cancellation is received by Show Management. All Cancellation Fees are payable immediately upon notice of cancellation. Upon notice of cancellation, Exhibitor loses all rights to assigned Exhibit Space and Show Management, at its sole discretion, can reassign the cancelled Exhibit Space to another party without further obligation to Exhibitor.

Because these dates are related to the Event Date and not to the date of this Contract, these dates will apply regardless of the date on which this Contract is executed. Exhibitor must provide written notification of cancellation of Exhibit Space to Show Management. Exhibitor agrees that should it cancel all of its Exhibit Space for any reason, the Cancellation Fees as stated in this schedule shall be retained by or paid to Show Management as reasonable liquidated damages for the injuries Show Management will suffer as a result of Exhibitor's cancellation, and not a penalty. Exhibitor understands and agrees that the withdrawal of the Exhibit Space reserved from availability at a time when other parties would be interested in applying for Exhibit Space will cause Show Management to sustain damages. In this situation, Show Management's damages will be substantial, but they will not be capable of determination with mathematical precision. Therefore, the provisions for liquidated and agreed upon damages have been incorporated into this Contract as a valid pre-estimate of these damages. The date of cancellation shall be the date Show Management receives the notice. Show Management assumes no responsibility for having included the name of the cancelled Exhibitor or description of its products or services in the Event directory, brochures, news releases, or other material relating to the Event. The use of complimentary exhibit personnel badges and all other rights afforded Exhibitor are forfeited upon cancellation of Exhibit Space.

Any applicable refunds will be processed within ninety (90) days after the close of the Event, and no interest will be paid on any amounts received by Show Management. Exhibitor shall pay an interest rate of 1.5% per month (18% per annum), on all past due balances due to Show Management. Exhibitors shall also pay any collection costs, including but not limited to, court costs, collection fees, and attorneys' fees.

9) Downsizing/Reduction of Exhibit Space/Subletting: Show Management reserves the right to treat Exhibitor's downsizing of Booth Space as cancellation of the original Contract and an offer to purchase new Exhibit Space. Exhibitor may be required by Show Management to move to a new location if it requests a downsizing of Exhibit Space. Exhibitor agrees that it is responsible for the total Exhibit Space Fee for the originally contracted and assigned Exhibit Space, which shall be retained or paid to ILA as reasonable liquidated damages and not as penalty, for downsizing Exhibit Space.

No subletting or sharing of Exhibit Space will be permitted without the prior written consent of Show Management, which approval may be withheld at Show Management's discretion. Each additional Exhibitor permitted to sublet or share Exhibitor's Exhibit Space will be required to pay to Show Management a \$500 Exhibit Space Sharing Fee. This Exhibit Space Sharing Fee is in addition to the Exhibit Space Fees paid by Exhibitor which originally contracted for the Exhibit Space (the "primary Exhibitor"). Only the primary Exhibitor will be entitled to any additional complimentary items offered by Show Management to Exhibitors. The primary Exhibitor will be responsible for all Exhibit Space Fees and any other fees required by Show Management or the

Exhibition Facility, and will be the only company listed in the Event guide/directory.

10) Force Majeure: If the Event is terminated, in part or whole, for any reason beyond the reasonable control of Show Management, including without limitation acts of God, war, 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, Show Management may terminate this Contract without liability, and Show Management may retain the earned portion of the Exhibit Space Fee required to recompense it for costs, expenses and commitments incurred up to the time of terminating the Event. Any remaining unearned Exhibit Space Fee will be refunded to Exhibitor.

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

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

Show Management reserves the right to change, increase or decrease the Exposition's Show hours, number of days, Event dates and times, Event location, Event theme, or Event name. Notwithstanding anything to the contrary in the Contract, Exhibitor acknowledges and agrees that if Show Management elects to re-name, change, increase or decrease Exposition hours, days, Event dates or times, or the Event's location, 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 an Exhibitor to Show Management.

Additionally, if Show 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 an Exhibitor, but Show Management shall assign to Exhibitor, in lieu of the original Exhibit Space, substitute Exhibit Space as Show Management deems appropriate, and Exhibitor agrees to use such substitute Exhibit Space under the terms of this Contract. However, if Show Management elects to terminate the Event other than for a reason previously described in this Section, Show Management shall refund to Exhibitor the Exhibit Space Fee previously paid, in full satisfaction of all liabilities and obligations of Show Management to Exhibitor and Exhibitor shall waive all claims it might have against Show Management for damages or expenses and discharges all claims against Show Management in exchange for such refund.

11) Termination by Show Management/Right to Off-Set: Show Management reserves the right to terminate this Contract, without liability, immediately, and to withhold from Exhibitor possession of Exhibit Space, and Exhibitor shall be responsible for the total Exhibit Space Fee, which shall be retained by or paid to ILA, as reasonable liquidated damages and not as a penalty, if Exhibitor (i) fails to pay all

Exhibit Space Fee in accordance with the schedule set forth herein, or (ii) fails to perform any material Terms or Conditions of this Contract or refuses to abide by the Rules and Policies. Furthermore, Show Management reserves the right to refuse Exhibitor permission to move in and set up its Exhibit if Exhibitor is in arrears of any payment due to Show Management. Show Management is expressly authorized (but has no obligation) to occupy or dispose of any Exhibit Space vacated or made available by reason of action taken under this Section in such manner as it may deem best, and without releasing Exhibitor from any liability hereunder. No refunds will be made Exhibitor if the Contract is terminated by Show Management as provided elsewhere in the Rules and Policies. Notwithstanding anything herein to the contrary, Show Management reserves the right, at its sole option, to terminate this Contract at any time for any or no reason whatsoever, without liability or further obligation to Exhibitor, upon the return of the Exhibit Space Fee, less any earned portion thereof.

Show Management reserves the right to apply any Exhibit Space Fee or other amounts paid by Exhibitor pursuant to this Contract (i) to remedy any breach by Exhibitor; (ii) to remedy any breach by Exhibitor under any other agreement(s) between Exhibitor and Show Management; (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 Exhibitor incurs. Exhibitor will to pay to Show Management the amount offset against a past due amount within ten (10) days of the date of Show 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 Exhibitor fails to pay the offset amount within the required period, Exhibitor shall be considered to be in breach of its payment obligations under this Contract and Show Management shall have the right to terminate or change Exhibitor's Exhibit Space and exercise its other rights under this Contract.

12) Indemnification: Exhibitors will be responsible for any and all demands made against either Show Management or the Exhibition Facility on account of any injury or death, or damage to property occurring in or upon any portion of the Exhibition Facility which are caused, either in whole or in part, by the acts or omissions of Exhibitor, or their employees, representatives, servants, agents, licensees, Exhibitor Appointed Contractor, or contractors. Exhibitor will indemnify, defend (with legal counsel satisfactory to Show Management), and hold harmless Show Management, its sponsors, the Exhibition Facility and their respective owners, directors, officers, members, employees, agents, and representatives against all claims, actions, demands, or liability of whatsoever kind and nature, including but not limited to judgments, interest, reasonable attorneys' fees, expert witness fees, and all other costs and charges related to or arising out of Exhibitor's noncompliance with or breach of this Contract, the Rules and Policies, or the Terms and Conditions set forth in the Exhibitor Service Kit, claims of property or personal injury caused by or attributed in part or in whole to any action or failure to act whether by negligence or otherwise, on the part of Exhibitor or any of its officers, employees, agents, or representatives, excluding the liability caused by the sole negligence or willful misconduct of Show Management, its sponsors and their respective owners, directors, officers, employees, representatives, and agents.

Further, Exhibitor agrees to indemnify, defend, and hold harmless Show Management and the Exhibition Facility 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 of copyright, patent, 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.

13) Insurance Requirements: Exhibitor, at its own expense, is required to secure and maintain insurance as set forth herein throughout the duration of the Event, including move-in, Show days, and move-out days. All such insurance shall be primary of any other valid and collectible insurance of Exhibitor and shall be written on an occurrence basis. Claims made policies are not acceptable and do not constitute compliance with Exhibitor's obligations under this Section.

The following insurance coverages are required: (i) Worker's Compensation Insurance to the statutory limits; (ii) Employer's Liability Insurance with limits not less than \$1,000,000 each accident; (iii) Comprehensive General Liability Insurance with limits not less than \$1,000,000 each occurrence combined single limit for bodily injury to any one person in any one occurrence, \$2,000,000 with respect to injuries to more than one person in any occurrence, and \$1,000,000 with respect to damage of property and coverage for contractual, copyright infringement, operation of mobile equipment, products, and liquor liability; (iv) Automobile Liability Insurance coverage for owned, non-owned and hired vehicles, including loading and unloading operations with minimum limits of \$1,000,000 per occurrence for \$1,000,000 combined single limit; and (v) Purchase insurance coverage in an amount sufficient to protect Exhibitor and its property against loss, damage, theft or injury of any nature, and any claims arising from any activities conducted through the duration of the Event, including move-in, show days and move-out days. The above required policies in subsections (i)–(iv) must name as "Additional Insured": ILA (Show Management) and Exhibition Facility and their respective members, officers, directors, agents, representatives, and employees. Exhibitor agrees to maintain such insurance that will fully protect indemnify, hold harmless and defend ILA, and the Exhibition Facility and their respective members, officers, directors, agents, representatives, and employees from any and all claims of any nature whatsoever including attorney's fees, which may arise due to the actions or negligence of Exhibitor or its employees or members, contractors, subcontractors, agents, or representatives, including claims under the Worker's Compensation Act, and for personal injury, including death which may arise in connection with installation, operation, or dismantling of Exhibitor's Exhibit. The required policies may not be cancelled without 30 days advance written notice to Show Management. The insurance certificate and additional insured endorsement must be submitted to Show Management not less than 30 days prior to the first move-in date of the Event. An "A Rated" insurance carrier authorized to transact business in the State of where the Event will be held must issue the insurance coverage required. Failure to provide the satisfactory Certificate of Insurance and additional insured endorsement as stated herein will result in the cancellation of this Contract, loss of Exhibitor's Exhibit Space, and forfeiture of all payments.

Exhibitor agrees to waive the right of subrogation by their insurance carriers to recover loss sustained under the respective insurance contracts for real and personal property. 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 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, Exhibitor shall look solely to the proceeds of its property insurance policies to compensate Exhibitor for any loss occasioned by fire or other insured casualty. Exhibitor agrees to waive the right of subrogation by its insurance carriers to recover loss sustained under the respective insurance contracts for real and personal property.

14) Compliance with Laws/Permits: Exhibitor must abide by, adhere to, and be bound by: (i) all applicable federal, state, and local laws, codes, ordinances, rules and policies, including fire, utility, and building codes and policies; (ii) any rules or policies of the Exhibition Facility, including any labor work rules; (iii) the terms of all leases and agreements between Show Management and the managers or owners of the Exhibition Facility/s; (iv) the terms of any and all leases and agreements between Show Management and any other part relating to the Event; (v) all Exhibit Space specifications and requirements and the Rules and Policies as stated in Exhibitor Service Kit; and (vi) Exhibitor and its affiliates expressly consent herein to receive fax, telephone, email, and other communications from ILA and its affiliates and partners under 47 U.S.C. Code 227 and any other applicable laws or codes.

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

Exhibitor will be solely responsible for obtaining any licenses, permits, tax identification numbers or approvals required under applicable federal, state or local laws related to Exhibitor's activities at the Event. Exhibitor 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.

15) Assignment: Exhibitor will not sell, assign, transfer, nor convey this Contract or assign, sublet, or permit its Exhibit Space, or any part thereof, to be used by another, or allow any use of the Exhibit Space other than that specified in this Contract, without the prior written approval of Show Management. Any attempted sale, assignment, transfer, conveyance of the Exhibit Space, or any part thereof in violation of this Section will be voidable at the option of Show Management, entitling Show Management to terminate this Contract and making Exhibitor liable for all damages incurred by Show Management. This Contract, the Terms and Conditions, and the Rules and Policies will be binding upon and inure to the benefit of the respective successors, assigns, and personal representatives of the Parties.

16) Damage to Exhibition Facility or Property: Exhibitor will not allow any article to be brought into the Exhibition Facility, or any act done on the Exhibition Facility's premises, which would invalidate the insurance or increase the premium of the policies held by the Exhibition Facility. Further, Exhibitor will not permit anything to be done by their employees, representative, guests or agents by which act the Exhibition Facility 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 Exhibition Facility, or its equipment or furniture will be at the sole expense of Exhibitor. All Exhibit Space is provided subject to these conditions. Exhibitor assumes the entire responsibility and liability for any damage or loss to the Exhibition Facility, its own property or to the property of others whatsoever resulting from such violations. In the event damage or loss occurs to Exhibitor's Exhibit or property and such damage is caused by another exhibitor, the involved parties shall be responsible for resolving the dispute.

17) Dispute Resolution: The Agreement and the Rules and Regulations shall be construed as a whole in accordance with their fair meaning and the applicable laws of the State of Delaware, without regard to its conflict of laws provisions. Any and all disputes in any way relating to, or arising out of this Contract or the assignment, use, denial, change, or cancellation of Exhibit Space, Exhibitor expressly waives any right to assert lack of personal or subject matter jurisdiction and agrees that venue properly lies in New Castle County, Delaware, USA to the exclusion of the courts of any other state, territory, or country. In connection with any litigation, the prevailing party will be entitled to recover reasonable attorney's fees and costs.

18) Limitation of Liability: Exhibitor expressly assumes all responsibility, liability and risk associated with, resulting from or arising in connection with 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 Exhibitor, tortious activity of any kind (including libel, slander or injuries caused by sound levels in or around 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.

Exhibitor agrees that to the maximum extent permitted by law Show Management, Show Management's Service Contractors, the Exhibition Facility or the city where the Exhibition Facility 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 Exhibitor, and they are hereby released from liability for any damage, loss, or injury to person or Property of 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 Show Management, Show Management's Service Contractors, the Exhibition Facilities or the city where the Exhibition Facilities are located or their respective owners, directors, 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. Show Management makes no representations or warranties, express or implied, regarding the number of persons who will attend the Event or regarding any other matters.

Exhibitor expressly acknowledges and agrees that to the maximum extent provided under applicable law Show Management's maximum liability to 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 Show Management's wrongful cancellation of Exhibit Space will be limited solely to the return of all or a prorated portion of any Exhibit Space Fee or Meeting Room Fee Payment previously paid to Show Management by Exhibitor.

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

The terms and conditions set forth in this Contract, or the Rules and Policies or other provisions of the Exhibitor Service Kit and any additional rules and regulations which may be established by Show Management or the Exhibition Facility, shall govern the rights and responsibilities of Show Management and Exhibitor. Any and all matters, compliance issues or questions not specifically covered or addressed in this Contract, or the Rules and Policies or other provisions of the Exhibitor Service Kit will be subject solely to the decision and determination of Show Management. Show Management will have full power in any matter of interpretation, amendment and enforcement of all terms and conditions set forth in this Contract, the Rules and Policies or other provisions of the Exhibitor Service Kit or other terms and conditions established with Show Management, as well as in the Facility Management contract to which Show Management is or will be a party as it deems necessary for the general success of the Event, and in all instances Show Management's decisions and rulings will be final.

Any violation by Exhibitor of the terms and conditions set forth in this Contract, or the Rules and Policies or other provisions of the Exhibitor Service Kit and any additional rules and regulations which may be established by Show Management shall subject Exhibitor to cancellation of this Contract and forfeiture of any monies paid on account thereof. Upon due notice of such cancellation, Show management shall have the right to take possession of the offending Exhibitor's Exhibit Space, remove all persons and property of Exhibitor and hold Exhibitor accountable for all risks and expenses incurred in such removal.

20) Relationship of the Parties: This Contract shall not constitute nor be considered to create a partnership, employer-employee relationship, joint venture, or agency between ILA and Exhibitor.

21) Severability And Waiver: If any portion of this Contract including the terms and conditions set forth herein, or the Rules and Policies or other provisions of the Exhibitor Service Kit and any additional rules

and regulations which may be established by Show Management 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 this Contract and all remaining portions will remain in full force and effect as long as the essential terms of this Contract 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 Show Management.

22) Miscellaneous/Entire Agreement: The headings to the various sections of this Contract 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 this Contract will not affect or modify those obligations of the Parties under this Contract by their terms are to survive the termination of this Contract. This Contract, including but not limited to the terms and conditions set forth herein, the Rules and Policies or other provisions of the Exhibitor Service Kit or any amendments and schedules referred to herein constitute the complete and exclusive statement of the terms of the agreement between Show Management and 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 this Contract and signed by a duly authorized representative of Show Management.