

*All rates listed are NET

Online Product	Impressions	Cost	
Leaderboard	30,000	\$2,500 / month	
Rectangle	30,000	\$2,500 / month	
Welcome Ad	Flat Rate	\$4,000 / week	
Sponsor Link	Flat Rate	\$2,000 / week	
E-newsletter Sponsorship	Flat Rate	\$2,500 / week	
Image Galleries		\$5,000	
Slide Shows		\$5,000	
Lead Generation			Cost Per Lead
Webinar Sponsorship - Education Series			\$70
Briefs			\$67
Digital Magazines			\$50
Digital Article			\$35
Reports			\$70
"State Of" Research Reports			\$75
Whitepapers/Case Studies			\$35

Informa Exhibitions LLC Digital Product Agreement Terms & Conditions

I. DEFINITIONS

- Digital Products may include but are not limited to Online Advertisements, Informa Exhibitions LLC Reports, "State Of" Reports, Custom Content, Briefs, Whitepapers, Case Studies, Immersion Centers, E-newsletter Sponsorships, Webinars, Digital Summits, Slide Shows, and Thematic Digital Issues
- Advertisement means the material agreed between Informa Exhibitions LLC and the Advertiser or Agency to be placed in a Digital Product.
- Materials include but are not limited to, copy, artwork, negatives, disks and ad approvals.

II. INTELLECTUAL PROPERTY

- The Advertiser and/or Agency acknowledges that Informa Exhibitions LLC is the owner of the copyright in all advertisements (including artwork) prepared by the employees, contractors and/or agents of Informa Exhibitions LLC on behalf of the Advertiser and/or Agency and neither the Advertiser nor any other party is entitled to publish, reproduce or otherwise enjoy the rights in such advertisements or artwork without the prior written permission of Informa Exhibitions LLC.
- All Digital Products are subject to Informa Exhibitions LLC's sole and absolute final approval.
- The Advertiser and/or Agency unconditionally warrants to Informa Exhibitions LLC that any material it provides to Informa Exhibitions LLC in relation to any Advertisement will not infringe the intellectual property rights of any third party when published. The Advertiser continually indemnifies Informa Exhibitions LLC against any claim, loss, damages, costs or expenses incurred directly or indirectly by Informa Exhibitions LLC as a direct or indirect result of the Advertiser's and or Agency's breach of this warranty.

III. INVENTORY AVAILABILITY

- a. Advertising posted on websites may be consecutively and positionally rotated with other ads.

IV. PAYMENT AND PAYMENT LIABILITY

- a. Full payment must be received by Informa Exhibitions LLC, along with an executed copy of this Agreement, prior to Informa Exhibitions LLC publishing the Informa Exhibitions LLC Digital Product. If a credit card is used for payment, Advertiser and/or Agency agrees that Informa Exhibitions LLC may charge the net amount to the credit card provided. All outstanding account balances shall be subject to a one and one-half percent (1.5%) monthly finance charge and all invoices past terms shall be subject to a twenty percent (20%) late fee.
- b. Agency hereby represents and warrants: (a) that it has full power and authority to enter into this Agreement on behalf of Advertiser; (b) that Advertiser has been made aware of and has agreed to its joint and several liability hereunder; and (c) that nothing in this Agreement shall be construed to establish a principal-agent relationship between Informa Exhibitions LLC and Agency. Amounts due under this agreement not received within Informa Exhibitions LLC's payment terms may be rebilled directly to the Advertiser, who will be held responsible for payment.

V. CANCELLATION AND TERMINATION

- a. This Agreement may not be canceled or terminated by the Advertiser and/or Agency for any reason. The net amount is non-refundable.

VI. MATERIALS

- a. If agreed, Informa Exhibitions LLC will design the advertisement and/or Informa Exhibitions LLC Digital Product and will provide Advertiser and/or Agency with a draft or sample of the advertisement and/or Informa Exhibitions LLC Digital Product before the advertisement and/or Informa Exhibitions LLC Digital Product is published. Advertiser's and/or Agency's digital signature and/or email approval on the draft or sample of the advertisement and/or Informa Exhibitions LLC Digital Product supplied by Informa Exhibitions LLC constitutes Advertiser's and/or Agency's acceptance of the advertisement and/or Informa Exhibitions LLC Digital Product and suitability for publication. Informa Exhibitions LLC will then publish the advertisement and/or Informa Exhibitions LLC Digital Product.
- b. If materials (including but not limited to copy, artwork, negatives, disks and ad approval) are not received by Informa Exhibitions LLC prior to the due date, Informa Exhibitions LLC is hereby authorized to substitute available materials or previously run materials in its place or delete the space and charge the Advertiser for the full cost for the space booked. Informa Exhibitions LLC reserves the right to refuse materials which may be defamatory, which may subject Informa Exhibitions LLC to civil liability or criminal prosecution, or which are not otherwise in compliance with Informa Exhibitions LLC's standards, even if previously published by Informa Exhibitions LLC. Advertiser and/or Agency assumes sole responsibility for the content of all materials provided to Informa Exhibitions LLC and shall indemnify and hold Informa Exhibitions LLC harmless for any and all claims arising against Informa Exhibitions LLC including but not limited to, claims for defamation, invasion of privacy and trademark and copyright infringement.
- c. Any and all materials created by Informa Exhibitions LLC shall be the sole and exclusive property of Informa Exhibitions LLC. Any and all materials supplied to Informa Exhibitions LLC shall remain in Informa Exhibitions LLC's possession until such time as the terms of this Agreement are paid in full.

VII. LIMITATION OF LIABILITY

- a. Advertising. Advertiser and/or Agency agrees that the publishing of Informa Exhibitions LLC Digital Product(s) is entirely at Advertiser's and/or Agency's own risk.
- b. Digital Product(s). Advertiser and/or Agency agrees that the content of the Informa Exhibitions LLC Digital Product(s) on the website is entirely at Informa Exhibitions LLC's sole discretion and shall be the property of Informa Exhibitions LLC. Informa Exhibitions LLC's services are provided "AS IS," without warranty of any kind, either expressed or implied, including without limitation: (1) any warranties concerning publication of the Informa Exhibitions LLC Digital Product(s) on the website, and publication of advertisements within the Informa Exhibitions LLC Digital Product(s); and (2) any warranties of merchantability of fitness for a particular purpose. This disclaimer of liability applies to any damages or injuries to Advertiser caused by any failure of performance, error, omission, interruption, deletion, defect, delay in operation or transmission, access to hyper-link from advertisement, computer virus, communication line failure, theft or destruction or unauthorized access to, alteration to, or use of record, whether for breach of contract, tortious behavior, negligence, or under any other cause of action. Neither Informa Exhibitions LLC nor any of its agents, affiliates or internet providers shall be liable for any direct, indirect, incidental, special or consequential damages arising out of the publication of the Informa Exhibitions LLC Digital Product(s) on the website, and publication of advertisements within the Informa Exhibitions LLC Digital Product(s) or any third parties' inability to gain access to the website or out of any breach of any warranty. Advertiser and/or Agency hereby acknowledges that the provisions of this section shall be applied to all of Informa Exhibitions LLC's services provided to Advertiser and/or Agency pursuant to this Informa Exhibitions LLC Digital Product Agreement.
- c. The Advertiser and/or Agency shall indemnify and keep indemnifying Informa Exhibitions LLC from and against all claims, loss, damage and expenses whatsoever, incurred directly or indirectly by reason of any breach of the Agreement, negligence, tortious act or other wrongdoing by the Advertiser. Without limiting the foregoing, the Advertiser and/or Agency shall indemnify Informa Exhibitions LLC from and against all claims, loss, damage and expenses incurred in connection with any Advertisement that contains or refers to any material that is defamatory, a slander of title, breach of copyright, amounts to unfair competition, a violation of rights of privacy, is or is likely to be misleading or deceptive or in violation of any applicable law, regulation, statute or guideline.

VIII. NO WARRANTY AS TO DIGITAL PRODUCT RESPONSE

Informa Exhibitions LLC makes no representation or warranty, express or implied, as to the efficacy or suitability of any Digital Product published/posted by or on behalf of the Advertiser, nor to the effectiveness, or outcome of, or response to such Digital Product, and the Advertiser's liability to pay the fee to Informa Exhibitions LLC in full and without deduction shall not be dependent in any way upon such efficacy, outcome of or response to the Digital Product.

IX. LEAD GENERATION

Advertiser and/or Agency warrants and represents to Informa Exhibitions LLC that all the information contained in the leads shall remain confidential, and shall not be disclosed to any third party and/or made available for use by any third party through any means including but not limited to sale, rental or transfer. In the event of a breach or threatened breach of this confidentiality provision by Advertiser and/or Agency, Informa Exhibitions LLC shall be entitled to injunctions, both preliminary and final, without bond or security, enjoining such breach or threatened breach, and such remedies shall be in addition to all other remedies available to Informa Exhibitions LLC, including, but not limited to, a claim for damages. No leads will be delivered until Informa Exhibitions LLC receives payment in full.

X. MISCELLANEOUS

- a. Entire Agreement. This Agreement shall contain the entire agreement between or among the Advertiser, Agency (if applicable) and Publisher, and supersedes all previous agreements (oral or written) entered into between or among the parties, and any prior statements, agreements or representations between or among the parties are merged herein. All amendments or changes to this Agreement shall not be binding on Publisher unless agreed to by Publisher in writing, including, without limitation, sequential liability statements from Agencies.
- b. Governing Law and Jurisdiction. This Agreement has been delivered to Publisher and accepted by Publisher in the State of Arizona. Every dispute concerning the interpretation, effect or breach of this Agreement shall be resolved in the courts of Maricopa County, State of Arizona. To the maximum extent permitted by law, each party agrees to personal jurisdiction and venue of such courts. This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona. If Publisher is forced to take legal action to enforce or interpret the provisions of this Agreement, all costs of collection, including but not limited to, collection fees, attorneys' fees, travel expenses, court costs and any anticipated post-judgment collection fees, shall be the sole responsibility of Advertiser and/or Agency.
- c. Assignment. Informa Exhibitions LLC may assign any of its rights or obligations under the Agreement to any third party at any time without notice to the Advertiser. The Advertiser may not assign any of its obligations under the Agreement without the prior written consent of Informa Exhibitions LLC. The Advertiser must notify Informa Exhibitions LLC in writing within 7 days of any change of ownership of the Advertiser and fully indemnifies Informa Exhibitions LLC against any loss or damage suffered by Informa Exhibitions LLC as a result of the Advertiser's failure to notify Informa Exhibitions LLC of such change.
- d. Force Majeure. If for any reason beyond the control of Informa Exhibitions LLC (including without limitation as a result of fire, flood, blackout, industrial action, theft, sabotage or equipment breakdown) Informa Exhibitions LLC cannot complete its obligations under the Agreement, Informa Exhibitions LLC shall be entitled to delay performance of the Agreement or terminate the Agreement at its absolute discretion and the Advertiser shall not make any claim for loss or damages in respect of such delay or termination.
- e. Waiver. Waiver by either party of any default, breach or condition precedent will not be construed as waiver of any other default, breach or condition precedent or right under this Agreement.
- f. No Amendment. The Agreement shall not be amended except by a document in writing signed by the parties.
- g. Severability. If any provision of the Agreement is held invalid or unenforceable, its invalidity or enforceability will not affect any other provisions of this Agreement, and this Agreement will be construed and enforced as if such provision had not been included.
- h. Authority to Bind. The person(s) signing on behalf of the parties to this Agreement warrant that they have the legal authority to execute the Agreement.

informa
exhibitions

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