

EPG Media, LLC

ADVERTISING AGREEMENT STANDARD TERMS AND CONDITIONS FOR PLACEMENT OF PRINT, DIGITAL AND PREPRINT ADS

Effective Date: April 1, 2024

1 Scope

These ADVERTISING AGREEMENT STANDARD TERMS AND CONDITIONS FOR PLACEMENT OF PRINT, DIGITAL AND PREPRINT ADS, and all Exhibits, Attachments, Orders, and any other agreement between the Parties, (the "Agreement") govern all Orders (as defined in Section 3) including but not limited to print, digital and preprint (insert and direct mail) advertising placements fulfilled by EPG Media, LLC entities that publish and/or distribute such advertising ("Publisher"). "Ads" means advertisement(s). By placing an Order, as defined in Section 3, an advertiser ("Advertiser") and/ or advertising agency ("Agency"), if any, accepts these terms, the rate card, and any additional terms and conditions set forth in the Agreement, or agreed to in writing and signed by the Parties, (the "Agreement"). Each Order shall be attached to and incorporate by reference all terms and conditions of this Agreement between the Advertiser and the Publisher, each a "Party" and collectively, the "Parties." "The terms and conditions apply to all Orders entered into on or after the

Effective Date above. The Agreement also applies to: a) custom data & surveys; b) graphic design; c) marketing services; d) custom publishing; e) websites; f) electronic newsletters (ENewsletters); g) podcasts; and h) magazines.

The ADVERTISING AGREEMENT STANDARD TERMS AND CONDITIONS FOR PLACEMENT OF PRINT, DIGITAL AND PREPRINT ADS does not apply to brand publishing projects, such as social media management, website development, or creation of Sponsored Content, Advertorial Content, or Work for Hire Content, each as defined below at Section 16. For all Digital Ads, Exhibit A is attached and fully incorporated into this Agreement. "Digital Ads" are Ads in a digital format. By requesting to place an Order or by placing an Order, Advertiser accepts and agrees to be bound by this Agreement.

2 Term

The term of an Order will be set forth in the applicable Order.

3 Insertion Order / Order

Advertiser desires to place an Order with one or more Publishers for the publication or distribution of advertising as described in an Insertion Order (“IO”) or as otherwise ordered by Advertiser (non-IO order) (collectively, “Orders”). All terms and conditions of this Agreement shall apply to every publication and/or distribution of an advertisement on Advertiser’s behalf (each, an “Ad”). No terms of an Order or other communication from Advertiser shall be binding on Publisher, unless said terms or other communication is in writing, expressly refers to this Agreement, states an intention to supersede a specific term or condition, and is signed by both Parties. An Order becomes part of this Agreement upon acceptance by Publisher and Advertiser agrees to be bound by all terms of the Agreement, including the Order, all exhibits, attachments, and related documents.

4 Representations and Warranties; Compliance with Laws

Advertiser represents, warrants and covenants that (a) it has full power and authority to enter into this Agreement and perform its obligations hereunder; (b) its performance of this Agreement will not violate any contracts with third parties; (c) all materials and digital files submitted to Publisher do not contain any computer viruses or other damaging code; (d) include no libelous or defamatory statements, claims or representations, and all Ad Material and campaigns do not violate any rights of

any third parties, including but not limited to copyright, trademark, patents, trade secrets, right to privacy, right of publicity (“Intellectual Property Rights”), and civil rights; and (e) all Ad Materials and campaigns comply with all applicable laws, regulations, and FTC and industry guidelines, including but not limited to: local, state and federal laws regarding political advertising and fair housing, and *Native Advertising: A Guide for Business* at <https://www.ftc.gov/tips-advice/business-center/guidance/native-advertising-guide-businesses> (December 2015, or the most current version thereof). Advertiser represents and warrants that it has obtained all necessary consents, authorizations, and releases before submitting Ad Material, and all statements and direct and indirect claims made in each Ad are accurate and true and supported by competent and reliable substantiation. “Ad Materials” means any materials, including but not limited to preprint, printed or digital images, video, or audio Advertiser submits or makes available to Publisher.

Advertiser also represents, warrants, covenants and agrees that (a) its Ads and Ad campaigns will comply with Publisher’s privacy policy, the California Online Privacy Protection Act, and the Self-Regulatory Principles for Online Behavioral Advertising at <http://www.aboutads.info/obaprinciples>; and (b) its email campaigns will comply with the 2003 CAN-SPAM Act.

Advertiser represents and warrants no portion of its Ad and Ad Materials infringes the intellectual property rights of any third party.

5 Ad Preparation and Acceptance for All Placements

5.1 No Legal Review

Publisher does not assume any obligation to perform legal review of Ads, Ad Materials, or campaigns, statements, claims, documents, images, or any other materials or information in any format. Advertiser represents and warrants that Advertiser relies on its own legal review to the extent it deems necessary.

5.2 Ad Preparation and Altering at the Request of Advertiser

On request by Advertiser, and for a fee determined by Publisher, Publisher may assist Advertiser in preparing its Ads for publication. This assistance may include design, composition, text and artwork. Publisher retains all rights, including copyright, to all Ad layouts and other elements that represent the creative effort of Publisher or contain material prepared by Publisher. Advertiser will receive for a period of five (5) years a license to use, publish, distribute, transmit, archive, store, publicly display and perform the Ad. Other than as set forth above, Advertiser shall not authorize photographic or other reproduction of any such Ad layout in any other publication without the express written consent of Publisher. Other than as set forth in this agreement, there is no transfer of any right, title or interest in any intellectual property of Publisher to Advertiser. **Advertiser remains solely responsible for the contents of the Ad(s) and for compliance with any laws**

regulating such advertising as represented by Advertiser in Section 4 above.

5.3 Ad Acceptance

Submission of an Ad, and any Ad Materials to Publisher does not constitute a commitment by Publisher to publish or distribute the Ad. Publisher accepts an Ad only by publishing or distributing such Ad.

5.4 Ad Material Delivery

Failure of Advertiser to meet any deadlines may result in additional charges and changes in publication or distribution dates.

Advertiser shall be responsible for timely providing to Publisher all Ad Material necessary for publication and distribution of the Ads, including all necessary artwork and/or digital files, the timing and formats of which may be more specifically set forth in the Order or in Publisher's Marketing Engagement Guide(s). In the event that all necessary materials are not received in time for the scheduled run date, and unless otherwise specifically instructed by Advertiser, Publisher may, at its sole discretion, use artwork or other materials from previous Ads placed by Advertiser, if applicable. Publisher will not be responsible for Ad Material that is not properly formatted or displayed or that cannot be accessed or viewed because it was not received by Publisher in the proper form, in a timely manner, or in an acceptable technical quality for mobile or online publication.

Submission of Ad Materials by Advertiser to Publisher that do not conform to the

Order may be deemed a breach of the Agreement by Publisher. In the event of submission of non-conforming Ad Materials by Advertiser to Publisher, Publisher shall have the option of adjusting the price, which Advertiser agrees to pay, or not placing the Ad. See Section 8.1 on Liability for Errors / Omissions / Cancellations.

Publisher prohibits, and may postpone, cancel or otherwise return, any Ad Material that violates its advertising standards, including but not limited to advertising that violates applicable laws, includes or promotes pornography, illegal activity, illegal goods, illegal drugs, illegal drug paraphernalia, pirated computer programs, and instructions on how to assemble or otherwise make explosives or other weapons.

5.5 Rejection and Alteration of Ads

To ensure the integrity of our publications and for the benefit of our readers and advertisers, Publisher reserves the right to revise, reclassify, edit or reject any Ad Material or any portion thereof at any time. Publisher at all times reserves the right to refuse to publish any Ad text or other content for any reason and regardless of whether any such Ad Material was previously accepted by Publisher. Publisher reserves the right to alter any Ad Material in order for the material to conform to Publisher's current mechanical or technical specifications. The rates stated in the Order or rate card shall remain the same upon a reduction in the size of any Ad as long as the Ad maintains the same proportion of the entire page. Rates are based on column inch size rather than actual published

size, which may have shrinkage related to the printing process.

5.6 Position Requests

For preprint and publication print Ads, placement or location of advertising is not guaranteed. Any specific Ad placement condition shall not be legally binding upon Publisher but will be treated as a request only and Publisher shall not be deemed in breach of the Agreement if it does not publish or distribute an Ad in a requested position.

5.7 Labeling of Ads

When, in the opinion of Publisher, any Ad resembles news matter, such Ad shall be plainly designated as advertising by the word "Advertisement" or other such designation deemed appropriate by Publisher.

6 Not Used.

7 Financial Terms

7.1 Rates

This Agreement expressly incorporates the terms and conditions of any rate cards that apply to the publications in which you have requested that Ads be placed. If there is a conflict between your Order and the rate card or the price quoted by Publisher, the Order will control. Unless otherwise specified in the Order, Advertiser agrees to pay Publisher's published rates in effect for applicable advertising at the time of placement of an Order. For Agreements and/or Orders that contain a dollar-value commitment, Advertiser's rate will

change as its contract-to-date spending reaches higher levels; i.e., as Advertiser's actual spend accumulates, future advertising will be charged at the rate corresponding to the higher dollar volume level, but rate changes are not applied retroactively. For example, if Advertiser commits to purchasing \$1 million of advertising in one year, and Publisher's rate card rates provide a volume discount that increases with volume, then the first purchases would be at the regular price, and the last purchases would be at the discounted price for \$1 million.

Rates for in-paper advertising appearing within news and feature sections of a publication are not tied to circulation.

7.2 Payments and Disputes

7.2.1 Payment

Advertiser shall pay all Invoices within thirty 30 days of Invoice date or as otherwise stated on the Invoice. "Invoice" means any electronic or paper request for payment regardless of the title of the document. Invoices may be titled "statement" or "bill," and other possible titles.

7.2.2 Credit

Credit privileges may be suspended on accounts that are not paid in accordance with terms. For prepaid accounts, payment in the form of check, credit card or ACH must be received in advance of space deadline from accounts that have not established credit with Publisher. Advertisers with established credit terms wishing to pay their account by using a credit card must make payment by the

due date on the Invoice. It is the Advertiser's responsibility to advise the Publisher credit department immediately, via registered mail, of any change in business structure or status.

7.2.3 Invoice Disputes

Advertiser waives any dispute regarding any item included in an Invoice unless notice and amount of such dispute is provided to Publisher within fifteen (15) days of the Invoice date. Advertiser may call Publisher to discuss an invoice dispute, however, notice of a dispute must be sent to: accounting@epgacceleration.com or any other email or physical address as Publisher may update from time to time. A telephone call is not notice of an Invoice dispute under this Section 7.2.3. The notice under this Section 7.2.3 shall state the reason(s) for the dispute. Advertiser agrees to pay any undisputed portion of an invoice per this Agreement, and to work diligently and cooperate with Publisher to resolve a dispute.

7.2.4 Late Payment and Collections

Except for invoiced payments that Advertiser has successfully disputed, Advertiser shall be responsible for all costs incurred by Publisher in connection with the collection of any amounts owing hereunder, including without limitation, collection fees, court costs and reasonable attorneys' fees.

7.3 Rate Changes

Publisher shall have the right to revise the advertising rates set forth in this Agreement at any time upon notice to Advertiser of such rates. Advertiser may

terminate this Agreement on the date the new rates become effective by giving written notice within 30 days of such termination. In the event of such termination, Advertiser shall be liable for Ads published prior to such termination at the Current Agreement Rate. "Current Agreement Rate" is defined as the billing rate in effect at the time of placement.

If an Order requires Publisher to preprint and/or print the Ad and there is an increase in the cost of paper at any time during the Term of this Agreement, Advertiser understands and agrees that the advertising rates in the Order may be adjusted to reflect that increase automatically upon the effective date of the cost of paper increase.

If an Order requires Publisher to mail the Ad and the U.S. Postal Service implements a postage cost increase at any time during the Term of this Agreement, Advertiser understands and agrees that the advertising rates set forth in the Agreement shall be adjusted to reflect that increase automatically upon the effective date of the United States Postal Service increase.

7.4 Insert Pricing

For advertising inserts distributed via insertion in Publisher's publication and/or via Publisher's non-subscriber distribution program(s), quantity billed is based on the delivery quantity requirements provided by Publisher to Advertiser. Delivery quantity requirements are based on an estimate of circulation ordered plus an estimate for non-subscriber distribution, if any, plus provision for unsold copies of the publications, and an estimated amount

for shipment and machine spoilage. Publication circulation is variable, therefore it is recommended that Advertiser confirm delivery quantity requirements with their advertising sales representative just prior to ordering a print run. However, Publisher shall not be responsible for, nor provide rate adjustments for shortages or overages in delivery quantity requirements realized through circulation fluctuations or for circulation missed, caused by shortages in the Advertiser's insert quantity provided.

7.5 No Set-Off

Unless otherwise agreed to by the Parties, Advertiser may not set off against amounts due to Publisher under this Agreement any amounts owed by Publisher to Advertiser.

7.6 Taxes

All prices are exclusive of all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any governmental authority on any amounts payable by Advertiser pursuant to this Agreement. Advertiser shall be responsible for all such charges, costs and taxes and all amounts paid and payable by Publisher in discharge of the foregoing taxes. This provision shall survive the termination or expiration of this Agreement.

7.7 Other Services

Except as stated otherwise, payments by Advertiser to Publisher for services or goods other than advertising space, inserts and color shall not be applied toward any revenue totals set forth in the Agreement.

8 Liability for Errors, Omissions, Cancellations

8.1 For All Placements

It is Advertiser's responsibility to check for errors in its Ads before and after publication or distribution. Advertiser shall check the first appearance of Ads for correction and Publisher shall be liable for only one incorrect publication or distribution, and then only if Advertiser notifies Publisher of the error in a timely manner so as to afford Publisher a reasonable time to correct the error before an additional incorrect publication and/or distribution. Publisher shall not be liable for any error if, at Publisher's option, Publisher subsequently publishes a corrected Ad. Publisher's liability for an error shall not exceed the amount paid by Advertiser for the space occupied by the error.

Publisher is not responsible for errors on copy received after deadline. Publisher assumes no financial responsibility for typographical errors, or for omission of copy of Ads.

Advertiser shall be responsible for paying the rate card or Marketing Engagement Guide(s) price for any Ads published based on Ad Materials that do not meet the criteria in the Order or Marketing Engagement Guide(s). For example, if the Order is for a black-and-white Ad, and Advertiser submits a color image, then Publisher will either convert the image to black-and-white, or have the right to use the color image in the Ad, and charge Advertiser the color Ad price.

Publisher is not responsible for errors involving Orders, cancellations or corrections given orally. Written or facsimile confirmation of Orders, cancellations, or corrections must be received prior to Publisher's cancellation deadline. Publisher will publish and distribute Ads and bill Advertiser for all Orders that are not canceled prior to the deadline. Advertiser may be subject to a cancellation charge when such cancellation results in production delays.

8.2 Digital Only

If Publisher is unable to display any digital Ad for any reason, Publisher shall at its option either (a) provide substitute advertising of comparable value ("makegood"), or (b) refund to Advertiser a pro rata portion of the fee Advertiser has paid to Publisher.

8.3 Print Only

Advertiser agrees and understands that despite Publisher's efforts, a relatively small number of publications may not carry Advertiser's Ad as ordered, and that Advertiser's Ad may not appear in all digital versions of the publication because advertising does not appear in some digital copies of the publication. Publisher shall have no liability for publications that do not carry the Advertiser's Ad.

Publisher's liability for failure to publish or display any Ad or distribute any Ad insert shall be limited to a refund of any amount paid to Publisher for such placement as Advertiser's sole and exclusive remedy.

Publisher's liability for errors or omissions in print and/or preprint advertisements shall be limited to the cost of advertising space in an amount equal to the erroneous portion of the advertisement. Publisher's liability for errors in distribution of advertising inserts shall be limited to the cost of distribution of the improperly distributed advertising inserts as Advertiser's sole and exclusive remedy. Publisher shall have no liability for, and no credit shall be issued to Advertiser for, errors that do not materially affect the value of the advertisement or advertising insert or where Advertiser is responsible for the error or omission. Credits for errors in advertisements or advertising inserts materially affected by the error are allowed for the first publication or distribution only.

Publisher is not liable and assumes no responsibility for damage that occurs to mail pieces as a result of the processing and delivery operations of the U.S. Post Office or any third-party delivery service, retailer or distributor of the publication(s).

In the event the Advertiser has paid a premium for a particular position, as stated in an Order or invoice, damages for failure to publish in a particular position shall be limited to the refund of the premium paid as Advertiser's sole and exclusive remedy. With respect to advertising inserts, such reimbursement shall be limited to a refund of that portion of the premium associated with the portion of the advertising inserts that were not distributed in accordance with the specific position request, as Advertiser's sole and exclusive remedy.

9 Indemnification

Advertiser shall defend, indemnify and hold harmless Publisher and its affiliates, subsidiaries, and their respective directors, officers, principals, managers, members, partners, shareholders, employees, and controlling persons and their affiliates (Publisher and each such person being an "Indemnified Party"), against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, demands, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including attorneys' fees, fees and the costs of enforcing any right to indemnification (collectively, "Losses"), arising out of or resulting from its breach of this Agreement; negligence or willful act or omission of Advertiser or its personnel or affiliates in connection with its performance of its obligations under this Agreement; the content of, or representations made in any Ad or any website linked to from an Ad; and any other claims of any nature arising from or attributable to the publication or distribution of any Ad. Advertiser shall indemnify, defend and hold harmless the Indemnified Parties from any demand, claim, verdict, loss, or determination that an Ad and/or Ad Materials or any of its contents in any way infringes the intellectual property rights of any third party, including but not limited to trademark, copyright, patent, and trade secret.

10 Limitation of Liability

Except with respect to Advertiser's indemnification and confidentiality obligations, in no event will either Party

be liable to the other for any consequential, incidental, indirect, exemplary, special or punitive damages whatsoever (including damages for loss of use, revenue or profit, business interruption and loss of information), whether arising out of breach of contract, tort (including negligence) or otherwise, regardless of whether such damage was foreseeable and whether or not such Party has been advised of the possibility of such damages. In no event shall Publisher be liable to Advertiser for any amount greater than the amount paid by Advertiser to Publisher under this Agreement during the prior month preceding the date of the matter or event giving rise to the claim of Loss, and Advertiser must give notice of Loss no later than three (3) months from the occurrence of the matter or event giving rise to the Loss.

PUBLISHERS EXPRESSLY DISCLAIM ALL WARRANTIES TO THE FULLEST EXTENT PERMITTED BY LAW REGARDING ITS SERVICES OR ANY PORTION THEREOF, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ANY IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE, AND ANY WARRANTY REGARDING (a) THE NUMBER OF PERSONS WHO WILL ACCESS ANY ONLINE ADVERTISEMENT, ON ANY PUBLISHER WEBSITE OR THE ADVERTISER WEBSITE; (b) ANY BENEFIT ADVERTISER MIGHT OBTAIN FROM ANY ADVERTISING; (c) THE SPEED, ACCESSIBILITY, OPERATION OR FUNCTIONALITY OF ANY ADVERTISING TO BE DISPLAYED

ONLINE; AND ANY WARRANTY THAT THE AD, AD MATERIALS OR ANY PRODUCT OR SERVICES PROVIDED BY PUBLISHERS WILL BE ERROR-FREE.

11 Advertiser Represented by Agency

Agency's representative represents and warrants that he or she has all necessary authority to enter into this Agreement on behalf of Agency. Agency represents and warrants that it has all necessary authority to enter into this Agreement on behalf of Advertiser.

Any obligation of Advertiser pursuant to this Agreement may be satisfied by an advertising Agency which has been duly appointed by Advertiser to act on Advertiser's behalf and shall be deemed to be an obligation of Advertiser and the Agency. Additionally, any right of Advertiser pursuant to this Agreement may be exercised by the Agency, and shall be deemed to be a right of Advertiser and the Agency. Collectively, the Advertiser and Agency will be referred to as "Advertiser." Each shall be jointly and severally liable for the obligations, acts, and omissions of the other.

Agency shall be liable for payment for all advertising placed and invoiced by each Publisher publication in which Agency places an advertisement, regardless of any contrary language in any past, contemporaneous or future writing, regardless of whether it receives payment from Advertiser, and regardless of whether the identity of the Agency's client is known to such Publisher publication. Agency will make available to

Publisher upon request written confirmation of the relationship between Agency and Advertiser and of Agency's authorization to act on Advertiser's behalf in connection with this Agreement. In addition, upon the request of Publisher, Agency will confirm whether Advertiser has paid to Agency in advance funds sufficient to make payments pursuant to the Order.

12 License to Ad Materials

Advertiser grants Publisher a non-exclusive, perpetual, irrevocable and worldwide license to copy, store, display, print and distribute any and all Ad Materials provided by Advertiser or its agents, including but not limited to photographs, artwork, text and graphics, in any media, presently known or unknown, including but not limited to Publisher's electronic publications on the Internet and in any archival retrieval system whether that information is digitally stored or stored on any other media.

Publisher has no obligation to return any material (including Ad Material) submitted to Publisher by or on behalf of Advertiser to Advertiser or any other party, and Publisher shall have no liability for its loss or destruction. Publisher and its service providers shall have the right to use any Ad published in or distributed by a Publisher publication for the purpose of promoting any of the products and services of Publisher or applicable service provider.

13 Confidentiality

Publisher may disclose or make available to the Advertiser (as the "Receiving Party") information about its business affairs and services, confidential information and materials comprising or relating to Intellectual Property Rights, third-party confidential information and other sensitive or proprietary information, as well as the terms of this Agreement including but not limited to the pricing and rates, whether orally or in written, electronic or other form of media, and whether or not marked, designated or otherwise identified as "confidential" (collectively, "Confidential Information"). Advertiser shall from the time of receipt/disclosure of such Confidential Information: (x) protect and safeguard the confidentiality of the Publisher's Confidential Information with at least the same degree of care as the Advertiser would protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care; (y) not use the Publisher's Confidential Information, or permit it to be accessed or used, for any purpose other than to exercise its rights or perform its obligations under this Agreement; and (z) not disclose any such Confidential Information to any person, except to the Advertiser's representatives who need to know the Confidential Information to assist the Advertiser, or act on its behalf, to exercise its rights or perform its obligations under this Agreement. The Advertiser shall be responsible for any breach of this Section caused by any of its representatives or agents. At any time during or after the Term, at the Publisher's written request, the Advertiser and its representatives shall promptly return/destroy all Confidential Information and copies thereof that it has

received under this Agreement. A breach of this Section 13 may be deemed a material breach of the Agreement and any Order thereunder, in the sole discretion of Publisher.

14 Termination

(a) Publisher shall have the right to terminate this Agreement or any portion thereof, including any Order, at any time, with or without notice to Advertiser, for Advertiser's failure to remit payment for Invoices by the due date of such Invoices. (b) Publisher reserves the right, in its sole discretion, to review the volume of advertising placed on a quarterly basis and to cancel the Agreement, if advertising placed falls 15% or more below the quarterly average volume needed to fulfill the twelve-month Agreement amount, if Advertiser has such an Agreement with Publisher. Failure of Publisher to review the frequency of advertising or cancel the Agreement for any reason shall not be deemed a waiver of the right to cancel in the future or to impose any applicable rate adjustment. (c) Subject to the terms of subsection (e) of this Section 14, Advertiser shall have the right to terminate this Agreement at any time by written notice to Publisher and Advertiser's notice of termination shall be effective upon the next Ad close date, and (d) Publisher shall have the right to terminate this Agreement or any portion thereof, including an Order, for any reason or no reason, and at any time by written notice to Advertiser, in which event and so long as Advertiser has been meeting its revenue, volume or other commitment to Publisher over time in a way that is consistent with Advertiser

reaching its final commitment, Advertiser shall be liable for advertising prior to such termination at the Current Agreement Rate. (e) Except for a termination under Section 7.3 above, in the event the Agreement is terminated or for any other reason Advertiser fails to purchase during the Term of the Agreement or applicable Order the advertising generating the revenue, volume or other commitment due to Publisher, Advertiser immediately shall pay to Publisher the lesser of the following: (i) the original commitment made to Publisher under the Agreement and/or applicable Order(s) or (ii) an amount for all advertising published during the Term including advertising previously billed ("Amount Due"), adjusted for space, inserts and color actually used. The unpaid balance of such adjusted Amount Due shall be based upon the "Actual Rate Earned" for advertising during the Term. The "Actual Rate Earned" is defined as the rate which would have been payable by Advertiser if the amount of advertising actually purchased during the Term had been contracted for in the first instance, and such Actual Rate Earned shall be ascertained by reference to the applicable Publisher rate card in effect on the date that the advertising was published.

14.1 Obligations Upon Termination

Upon termination, Advertiser will promptly return all Publisher Confidential Information to Publisher and retain no copy, other than as required by applicable law; return all of Publisher' intellectual property to Publisher, and pay all undisputed fees and/or invoices.

15 Other Terms

15.1 Force Majeure

Except for payment obligations, neither Party will be liable for failure to perform any obligation required under this Agreement when such failure is due acts or events beyond its reasonable control, including but not limited to fire, flood, labor disputes or strikes, unavoidable accident, government action, legal restrictions, electronic or electrical interference, telecommunications difficulties, system failure, technical failure, equipment breakdown, failure of any third party system or product, or any other cause beyond the control of that Party.

15.2 Assignment

Advertiser may not resell, assign, or transfer any of its rights or obligations under this Agreement without the prior written consent of Publisher. All terms and conditions in this Agreement will be binding upon and inure to the benefit of the Parties and their respective permitted transferees, successors, and assigns.

15.3 Severability

If any provision hereof is held invalid or unenforceable, such invalidity shall not affect the validity or operation of any other provision.

15.4 Relationship of Parties

Nothing in this Agreement creates any agency, joint venture, partnership or other form of joint enterprise, employment or fiduciary relationship

between the Parties. Publisher is an independent contractor pursuant to this Agreement. Neither Party has any express or implied right or authority to assume or create any obligations on behalf of or in the name of the other Party or to bind the other Party to any contract, agreement or undertaking with any third party. The Parties agree there are no third-party beneficiaries of an Order or of the Agreement and no third-party shall have any rights under any Order or the Agreement.

15.5 Governing Law & Venue

This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota without regard to its conflicts of laws provisions. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Notwithstanding any rule to the contrary, each Party shall be responsible for its own fees and costs. Hennepin County, Minnesota, shall be the sole venue under this Agreement and the Parties waive any objection to this venue.

15.5.1 Notice Advertiser agrees to accept notice for any purpose by email, postal mail, or courier to any email or mailing address disclosed or known to Publisher. Publisher agrees to accept notice for any matter related to the Agreement at the email address in Section 7, or to Publisher's mailing address, with postage prepaid, return receipt requested. The

mailing address for notice to Publisher is:
EPG Media, 10405 6th Ave. N, Suite 210,
Minneapolis, MN 55441

15.6 Complete Agreement, Modification, and Waiver

This Agreement constitutes the final, complete, and exclusive statement of the terms of the Agreement between the Parties with respect to all advertising and supersedes all prior and contemporaneous understandings or agreements of the Parties, unless otherwise noted in this Agreement. This Agreement may be modified only by a written document signed by an authorized representative of both Parties. Waiver of any of the terms of this Agreement by Publisher in any instance shall not prevent Publisher from subsequently enforcing any provision of this Agreement in accordance with its terms.

15.7 Survival

Provisions that by their nature are intended to survive termination or expiration of the Agreement shall survive, including but not limited to Sections 4 (Representations and Warranties; Compliance with Laws), 7.2 (Payments and Disputes), 7.5 (No Set-Off), 7.6 (Taxes), 8 (Liability for Errors / Omissions / Cancellations), 9 (Indemnification), 10 (Limitation of Liability), 11 (Advertiser Represented by Agency), 12 (License to Ad Materials), 13 (Confidentiality), 14 (Termination) and 15 (Other Terms), 16 (Terms Not Covered by this Agreement), Exhibit A, Exhibit B, and any and all addendums, attachments, and exhibits not listed here, shall survive termination or expiration of this Agreement.

15.7 IAB Compliance

Publisher is IAB compliant when and where applicable, including but not limited to Website Impression Based-Buys.

15.8 Events

An “Event” is a specific exposition or Event set forth in an applicable agreement. Exhibit B is fully incorporated into this Agreement and the terms of Exhibit B apply to Events.

15.9 Headings

Section headings are for reference and convenience only and will not affect the interpretation of this agreement.

16 Defined Terms – Advertising Content Not Covered by this Agreement

This Agreement does not apply to brand publishing projects, which includes, but is not limited to social media management and website development. It does not apply to “Sponsored Content,” “Advertorial Content,” or “Work for Hire Content” as defined below in this Section 16.

16.1 “Sponsored Content”

“Sponsored Content” means content which supports a Client’s desired brand message or views, but does not expressly promote sales of particular products or services. “Client” means Advertiser, as

well as a client of Publisher's brand publishing group.

16.2 "Advertorial Content"

"Advertorial Content" means content produced by Publisher's brand publishing group for Client to directly promote the Client's product or service. It must be labeled as advertising or advertorial in a typeface that is at least the size of the body type of the article or presentation, so as to not confuse or potentially mislead readers into believing that is it produced by any EPG Media, LLC news or editorial department.

16.3 "Work for Hire Content"

"Work for Hire Content" means any content produced by Publisher's brand publishing group for Client under a Work-For-Hire agreement.

Exhibit A

Digital Ads

The Parties agree that this Exhibit A, Digital Ads, is fully incorporated into the Agreement, and any terms not defined in this Exhibit A, Digital Ads, shall have the definition in the Agreement. This Exhibit A shall apply to all Orders relating to Digital Ads.

Ad Preparation, Acceptance and Other Terms for Digital Ads

1. Delivery of Ad Material

For Digital Ads, Publisher will make required technical specifications electronically accessible to Advertiser on rate cards. If Ad Materials are delivered late, Publisher is not required to guarantee full delivery of the IO. In cases in which the applicable IO is for share-of-voice placement or otherwise not for impression-based delivery, if the Ad Materials are not received by Publisher in time for launch, then Publisher may charge the Advertiser on the IO start date on a pro rata basis.

2. Rejection of Ads

Publisher shall notify Advertiser when it rejects Ad Materials due to unsatisfactory technical quality, inappropriate content, or any other reason. Publisher reserves the right to reject Ad Materials for any reason, or no reason in its sole discretion.

3. Replacement or Removal of Digital Advertising

Once submitted, Advertiser may replace creative copy for Ads only with twenty-four (24) hours prior written notice to Publisher.

Once submitted, Advertiser may cancel Ads only with twenty-four (24) hours prior written notice to Publisher. If cancellation happens after beginning of run, Advertiser may be invoiced a short run fee.

4. Digital Impressions

If Advertising is based on a specified number of impressions (CPM), an impression will be counted according to

Publisher's standard practices. Without limiting the foregoing, an impression will be counted whenever served by Publisher, regardless of viewability, whether served to an end user or to an intermediate or third party ad server ("Third Party Ad Server"), and/or whenever Publisher sends a request to a Third Party Ad Server to serve any Ad. Ads may include a link to Advertiser's website by using the "back" button on their browser or any other standard means. In the event that advertising is preempted, Publisher will substitute advertising of comparable value.

5. Digital Third Party Ad Serving and Tracking

Publisher will track delivery of impressions on its websites through its ad server and, provided that Publisher has approved in writing a Third Party Ad Server to run on its properties, Advertiser will track delivery through such Third Party Ad Server. Advertiser may not substitute the specified Third Party Ad Server without Publisher's prior written consent. If the difference between Publisher's measurement and the Third Party Ad Server measurement exceeds 10% over the Invoice period and the Third Party Ad Server measurement is lower, the Parties will facilitate a reconciliation effort between Publisher and Third Party Ad Server measurements. If the discrepancy cannot be resolved and a good faith effort to facilitate the reconciliation has been made, the Advertiser reserves the right to either: (a) consider the discrepancy an under-delivery and Advertiser and Publisher will use commercially reasonable efforts to agree upon the conditions of a makegood flight; and delivery of any makegood will

be measured by the Third Party Ad Server, or (b) pay the Invoice based on the Third Party Ad Server measurement, plus a 10% upward adjustment to delivery. If the discrepancy exceeds 20%, the Advertiser may either: (x) consider the discrepancy an under-delivery and Advertiser and Publisher will use commercially reasonable efforts to agree upon the conditions of a makegood flight; and delivery of any makegood will be measured by the Third Party Ad Server, or (y) pay the Invoice based on the average of the Third Party Ad Server measurement and Publisher's measurement.

6. Digital Ownership

As between the Parties, Publisher owns all right, title and interest in and to all content on the Publisher websites (except for Ad Materials) and all other content, html and code. Nothing in this Agreement or otherwise precludes Publisher from using any code, design, idea, concept or material used in connection with this Agreement or an Order on behalf of itself or any third party. Publisher owns all right, title and interest in and to any data about users of its websites. Advertiser agrees Publisher may bring any claims Publisher may, in its reasonable discretion, choose to pursue to prevent third party use of the content or data contained in any Ad, without Advertiser's consent.

7. Digital Collected Data Usage

Provided that Advertiser complies with all applicable laws, rules and regulations, and applicable industry guidelines (including those named in Section 4 of the Agreement, and its own privacy policy)

Advertiser may use data regarding a campaign for retargeting a User (defined as a Publisher website visitor) or appending data to a non-public profile regarding a user for purposes other than performing an insertion order, so long as it is not joined with any IO details or data that would allow identification of Publisher or its Users. Advertiser may use advertising performance data for internal media planning purposes only, and may disclose qualitative evaluations of such data to its clients and potential clients only for the purpose of media planning and only when the data is aggregated with other campaign data.

8. Ad Preparation, Acceptance and Other Terms for Email Campaigns Only

8.1 Email Campaigns: CAN-SPAM Compliance

Pursuant to the CAN-SPAM Act of 2003, Advertiser agrees that the Advertiser will ensure that the "From" line at the time of delivery of the email Ad will be accurate in all particulars and identify the person or business who initiated the message. Upon signature of the IO, Advertiser will provide Publisher with a copy of its list of email addresses that have opted out of receiving commercial email from Advertiser, if it has such a list.

8.2 Email Campaigns: Advertising Content

Upon signature of the IO, Advertiser will provide Publisher with images and other content it would like to include in its email Ad. In the event that Advertiser does not provide all content for the Ad, Publisher's service provider may add additional content that the provider has the right to

use for this purpose, and will retain its rights in such added content.

8.3 Email Campaigns: Approval

Publisher will provide Advertiser with a copy of the Ad to review prior to deployment of the email campaign. Advertiser must object to the Ad within two (2) business days, or it will be deemed approved.

8.4 Email Campaigns: Cancellation Policy

Upon receipt of a signed IO, work begins and expenses are incurred. Therefore, IOs for commercial email campaigns cannot be cancelled once submitted.

Exhibit B

EPG Media, LLC Terms and Conditions for Events

This Exhibit B, EPG Media, LLC, Terms and Conditions for Events, is attached to and made part of the ADVERTISING AGREEMENT STANDARD TERMS AND CONDITIONS FOR PLACEMENT OF PRINT, DIGITAL AND PREPRINT ADS. The terms of this this Exhibit B apply to all Events, as defined below. To the extent there is a conflict of terms, this Exhibit B shall control in regards to Events to the extent necessary to resolve the conflict.

1. Definitions.

“Agreement” means the agreement for participation in an Event, to include and incorporate the Application, the ADVERTISING AGREEMENT STANDARD TERMS AND CONDITIONS FOR PLACEMENT OF PRINT, DIGITAL AND PREPRINT ADS and this Exhibit B, Terms and Conditions for Events which relate to and govern the Agreement, and all proper amendments, attachments, supplements and addenda hereto and thereto;

“affiliate” of, or a person **“affiliated”** with, a specified person or entity, is a person that directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, the person specified. Client affiliates include but are not limited to Client owners, officers, directors, employees, volunteers, invitees, agents, contractors, subcontractors, representatives, guests, invitees, and anyone else associated with or affiliated with Client.

“Application” means the form, document, or communication submitted seeking participation in an Event;

“Client” means the person or entity that has submitted an Application for participation in an Event, after such Application has been accepted by Management;

“Client materials” means Client’s property or items to be used at the Event, including but not limited to physical property such as equipment and products, signs, decorations, and other items, and electronic and/or digital materials including but not limited to electronic or digital images, video, and audio.

“Event” means the specific expositions or Event identified in an Application or other written agreement between the parties;

“Management” means EPG Media, LLC and, its owners, officers, directors, agents, employees, affiliates, successors and assigns;

“Venue” means the facility in which the Event is conducted;

“Venue management” means the owner and/or manager and/or operator of the Venue in which the Event is held, and its owners, officers, directors, affiliates, employees and agents.

2. Application to Participate in an Event: An Application, when properly signed by Client and upon acceptance by Management, shall constitute a valid and binding agreement for Client’s

participation in the applicable Event. Submission of a deposit or payment with an Application is not a guarantee Management will accept the Application. Any deposit or payment will be refunded to Client if Management does not accept the associated Application. Management has sole discretion to determine whether a prospective participant is eligible to participate in the Event and reserves the right to accept or refuse any Application for participation in an Event. A prospective participant may not be permitted to participate if, among other possible reasons, the prospective participant does not supply a product and/or services to the Event's targeted or expected market and audience. Management may in its sole discretion remove or restrict any display that Management, believes is objectionable or inappropriate, including for subject matter not reasonably related to the theme of the Event. No additional terms or conditions added to an Application or any other document by Client shall be enforceable or binding on Management.

3. Payments and Deposits. A deposit must accompany Client's Application, as forth in an Application. Management will invoice Client for the balance due, and invoices are due upon receipt but in no event later than sixty (60) days prior to the scheduled start date of the Event. If Management accepts an Application for participation in an event less than sixty (60) days before the start of Event, Management may condition acceptance on, and require, full and

immediate payment. Failure by Client to pay an invoice no later than sixty (60) days prior to the start date of an Event may be deemed, in the sole discretion of Management, a material breach by Client. If an advertising agency is used by Client to sign the Application and/or Agreement and/or to make payment on behalf of Client, the advertising agency and Client shall be jointly and severally liable for all amounts due and payable to Management for the Event. If Management accepts payment by credit card, Management may, subject to applicable law, add a credit card processing fee. Rates for sponsorships, presentations, and partnerships are based on participation in the Event and promotion thereof and may be changed at any time before Client has made full payment. All rates are net and are not subject to commissions of an advertising agency. Except as provided herein, all monies paid by Client shall be deemed fully earned and non-refundable at the time of payment. All reference to money in an Application and Agreement shall mean United States dollars, unless the event is to be held outside of the United States, and the Agreement expressly sets forth another currency is to be used. If Client fails to make any payment hereunder when due, or breaches any of the representations, warranties, covenants, terms or conditions set forth herein, Client shall be deemed in material default of the Agreement, and Management shall have the right, in its sole discretion, to terminate this Agreement upon notice and retain Client's deposit(s) and any other monies paid as liquidated damages.

Client agrees this is not a penalty. Retaining of Client's deposit and/or other monies paid to Management is Management's non-exclusive remedy, thereby reserving any and all rights under law, including, without limitation, Management's right to collect the full amount set forth in the applicable Agreement. Client shall pay to Management all costs of collection, all attorneys' fees, arbitration costs, and court costs incurred by Management, as well as interest on any unpaid amounts to accrue at the rate of 12% per annum or, the highest rate permitted by law, if less until paid.

4. Venue, Security, and Posting of Client Materials. Management in its sole discretion may decline to accept, remove, or prohibit any Client materials, including advertising material, as well as Client conduct that, in Management's sole judgment, is inappropriate or not in the theme or character of the Event. Placement of Event sponsorship and any partnership locations and any online or Internet positioning of Client materials is at the sole discretion of Management. Client shall comply with all applicable laws, codes and regulations applicable to the Event and Venue, as well as the rules and regulations adopted by Management and Venue management. Client agrees that Management is not liable for the acts and omissions of Venue security; including but not limited to liability for damage, theft or loss sustained by Client or Client's affiliates.

5. Client Promotional Materials. Client materials not received by Management by the stated deadline will

not be reviewed by Management, and Client will have no opportunity to revise the Client materials. Management may use existing material, which may include Client materials, to meet promotional requirements or, cancel the Client promotion and/or the promotion of Client materials. Client will receive no refund in the event of promotion cancellation. An extension of the deadline referenced in this Section 5 is not effective unless in writing from Management. There may be additional requirements for promotions set forth in additional documents which are accepted and agreed to by Client and are hereby incorporated into the Agreement. This section is not a representation or warranty that Client materials will be reviewed by Management or that Client will have an opportunity to revise Client materials and any such representation and warranty is expressly disclaimed by Management.

6. Client Materials and Set Up. Management will not accept Client's materials on behalf of the Client. Client is responsible for transportation of its Client materials to the Event. The times for move in of Client Materials, setting up, and moving out, and for access to the Venue are determined by the Venue. Management may specify a time upon the close of the Event, or earlier upon termination of this Agreement, for removal of all Client materials from the Venue and Event space. Client shall leave the Event space in a clean, undamaged, and unaltered condition. Client is liable for, and agrees to pay the costs of any repair(s) of damage to the Venue by

Client, Client affiliates, and/or Client materials, including the cost of any loss of use of the Venue due to the damage. Any property of Client remaining after the time designated by Management for removal may be held, or otherwise disposed of, in the discretion of Management or Venue management. Client agrees it is responsible for any costs and expenses of holding or disposing of property under this Section 6.

7. Client Conduct During the Event. Client is entitled to promote products and services based upon facts and the strengths of Client's products, customer service, and business. Nonfactual and/or negative statements by Client regarding another Event participant or Event attendee are prohibited and may result in Client's removal from the Event with no refund of fees paid under the Agreement. Management will enforce a code of conduct and any complaints from attendees, including complaints they have been unfairly or discourteously treated by a Client or Client affiliate, will be investigated by Management and may result in removal of Client from the Event and/or removal of Client affiliate(s) from the Event, and forfeiture of fees paid.

8. Client Warranties and Client Representations. Client represents and warrants that Client and Client affiliates and representatives have (a) full authority to make all statements made at the Event, written, oral, or otherwise, and to publish the contents within Client's Event promotions and Client materials, including but not limited to: (i)

the names and/or images of any person; (ii) any copyrighted material, including but not limited to trademarks and/or depictions of trademarked products, goods and services; photographs, audio, video, and (iii) any testimonials, reviews, or endorsements within any information or Client materials submitted to Management as part of the promotion(s). Client further warrants and represents all statements, and representations, whether written, oral, or otherwise, made at the Event and contents of the promotion(s) are true, complete, and accurate and are not misleading.

9. WARRANTY DISCLAIMER. MANAGEMENT AND VENUE MANAGEMENT, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ANY WARRANTY THE EVENT AND/OR VENUE WILL MEET CLIENT'S NEEDS OR EXPECTATIONS, OR OF THE NUMBER OR DEMOGRAPHICS OF EVENT ATTENDEES. TO THE EXTENT THIS WARRANTY DISCLAIMER IS PROHIBITED BY APPLICABLE LAW, ANY WARRANTY HEREUNDER SHALL BE LIMITED AND ENFORCED SOLELY TO THE EXTENT REQUIRED FOR COMPLIANCE WITH APPLICABLE LAW.

10. Errors and Omissions by Management. Client agrees that Management will not be liable in the event of any errors or omissions in, but not limited to, the Event promotional

materials, directory, or in any other related materials.

11. Client Cancellation and Termination. If Client terminates this Agreement, Management would be harmed and suffer loss and it would be difficult to determine the precise value for, or amount of the harm. Therefore, in the event of cancellation or termination by Client, Client agrees to pay to Management the full amount of its contracted fee as reflected in the Agreement. The parties agree such payment is reasonable, and the payment shall be liquidated damages and is not a penalty. Any termination, cancellation, or withdrawal from the Event also terminates Client's rights under this Agreement, including but not limited to a right to participate in the Event in any way. In addition, in such circumstance Management reserves the right to notify the Venue to cancel any hospitality space. Client also agrees Client shall remain liable for costs and fees of hotel guest rooms reserved under Client's name.

12. Indemnification. Client will indemnify, defend, and hold harmless Management, Venue management and the Venue if Client or any Client affiliates, officers, directors, employees, agents, guests or invitees: (a) commits or is alleged to have committed any act, or an omission, that is, or is alleged to be unlawful, criminal, negligent, grossly negligent, or is willful misconduct relating to its performance under this Agreement or attendance or participation in the Event, or (b) Client or a Client affiliate breaches any of Client's warranties, obligations, covenants, or

representations in the Agreement, or (c) violates, or allegedly violates any applicable law, rule, or regulation, then Client shall indemnify, defend, and hold harmless Management, the Venue and Venue management, and their respective officers, directors, agents employees, affiliates and attorneys, and their respective service contractors, successors and assigns (each an "Indemnitee"), from and against any demand, claim, judgment, suit, fine, loss, damage, cost, or expense, and other liabilities, together with all reasonable costs and expenses related thereto, including (without limitation) reasonable attorneys' fees and accounting fees and expenses. Client will indemnify, defend, and hold harmless the Indemnitees from any demand, claim, verdict, loss, or determination that Client's materials infringe the intellectual property rights of any third party, including Client materials that Client has permitted any Indemnitee to use in relation to this Agreement. The covenants contained in this Section 12 shall be continuing and shall survive the expiration or termination of this Agreement.

13. Client Insurance. Client shall maintain insurance to fully protect the Indemnitees from any and all claims, arising from Client's activities, as well as any statutory requirements for workers' compensation insurance coverage. Client shall also maintain commercial general liability, liability of Client's independent contractors; personal injury; and blanket contractual liability; with insurance limits, for consumer events, of a minimum of one million dollars (\$1,000,000) per occurrence, two

million dollars (\$2,000,000) aggregate, and for business to business events, insurance of a minimum of two million dollars (\$2,000,000) per occurrence, and three million dollars (\$3,000,000) aggregate. This coverage must be primary of any other valid and collectible insurance of Client and shall be written on an occurrence basis. Claims-made policies are not acceptable and do not constitute compliance with Client's obligations hereunder. Such insurance coverage shall be evidenced by a certificate of insurance, provided to Management at least thirty (30) days prior to the scheduled opening of the Event and naming Management, the Event, the Venue and Venue management as additional insureds, with a 30-day notice of cancellation provision to the holder(s). Client understands that Management, the Venue and Venue management will not and do not maintain insurance covering Client, the Client's property, Client's materials, or covering Client affiliates, and it is the responsibility of the Client to obtain such insurance, including workers compensation insurance. Client shall obtain all coverage set forth above at its own expense. Client is responsible for any and all damages caused by Client or Client affiliates. Client and Client affiliates agree that Client, and Client affiliates are not employees of Management, the Venue, or Venue management, and shall not be entitled to any benefit from Management, the Venue, or Venue management, including Social Security, health insurance, workers compensation insurance, time off, leave, coverage or benefit to which an employee of Management, the Venue or Venue

management is or may be entitled.

14. Taxes and Licenses. Client shall be solely responsible for obtaining any permits, licenses or approvals required under local, state or Federal law that apply to Client participation in the Event and Client activity at the event. Client shall be responsible for paying all taxes, obtaining any needed tax identification numbers, and paying all license fees or other charges that shall become due to any governmental authority in connection with its activities at the Event.

15. Event Cancellation by Management. Management in its sole authority and discretion may cancel the Event or part thereof for any reason. If Management cancels the Event in its entirety, this Agreement shall terminate and Client waives all claims it might have against Management and Venue management for damages and expenses. If such cancellation is due to any reason covered by Section 16 below, Client waives all claims it has or may have against Management for damages and/or expenses, including costs incurred in anticipation of the Event, and Client agrees to accept as its sole remedy and in complete satisfaction and discharge of all claims against Management and Venue management a refund as described in Section 16 below. Refunds shall not be made for partial cancellations or reductions in the size or reductions in the scope of the Event. If Client cancels this Agreement, Client shall not be entitled to any refund.

16. Force Majeure. Management will

not be liable for the fulfillment of this Agreement if due to any cause beyond its control, including (without limitation) acts of God; acts of terrorism, war, riots, embargoes, fire, earthquake, flood, accidents; labor disputes including but not limited to strikes, work stoppage, slowdown, or the threat of work stoppage or slowdown, picketing, or other labor disturbances; government order, regulation or law, or action by any governmental authority; an act, event or occurrence creating a risk to the attendees' health or safety; epidemics, pandemics, or any other threat or fear of any infectious or communicable disease, including but not limited to the current or any future outbreak of the coronavirus (COVID-19), whether actual or perceived, without requiring the issuance of any travel advisory or warning, or the imposition of quarantine or restriction in movement of people by any government authority; or cancellation or postponement of the Event. Management will, however, in the event of its not being able to hold the Event for any such reason, reimburse Client for no more than a prorated amount of the aggregate fees received after Management has deducted expenses incurred by Management and to be incurred by Management (which may include but are not limited to, marketing, advertising, salaries, wages, rental costs/expenses, lease costs/expenses, operating costs/expenses, salaries, and wages,) but in no case shall the amount of the refund exceed the amount of fees paid by Client.

17. Photography, Video, Filming

and Recording Rights: Client acknowledges and agrees that photographs, audio recording, motion pictures and/or video recordings may be made in the Event facility and Venue, which recordings may include but are not limited to images and recording of Client, its affiliates, its employees, agents and related merchandise, products, services, exhibits, and displays. Client, its affiliates, its employees, and agents may not interfere with, hinder, or obstruct in any way such photography or recordings whether by Management, its agents, attendees or other suppliers, and Client hereby consents to Management's use of such recordings for commercial purposes and will inform its employees and agents of the possible recording. Client hereby grants to Management a nonexclusive, perpetual royalty-free, worldwide license (a) to use, publish, digitize, display, distribute, copy, perform, transfer, sublicense, license, make available or transmit any photographs, recordings, whether audio, video, or both, or images provided by Client hereunder, or recorded by Management, its agents, attendees or other supplies, insofar as such photographs, recordings, or images shall have been provided without inclusion of advertising copy or similar non-photographic materials, in any media or format, including those formats not yet known or hereafter devised; and (b) to use Client's logos, copyrighted content, domain names, trademarks, service marks, logos, trade names, hypertext links, icons, banners, buttons graphic files and images. Client and Client affiliate shall not engage in, or allow others to engage in on its behalf, video and/or audio recording or transmit

images, video, or audio of the Event without the prior written consent of Management, which may be withheld in the sole discretion of Management. No video or audio recording, or transmission, whether recorded or not, will be made by Client or Client affiliates, of the Event without Management's prior written consent. Client shall not violate any intellectual property rights of the Venue, Venue management, Management, or any third party, including copyrights with respect to music, writings, or any materials used by Client at the Event or any other event associated with the Event.

18. Event Location and Schedule Changes. Management shall use commercially reasonable efforts to promote the Event and conduct the Event on the indicated dates. Client agrees that Management may change the name and/or the location of the Event, change the dates of the Event, or may move all or some portion of the Event to an Internet format, to which all terms and conditions of the Agreement shall apply, as well as additional terms and conditions to be set forth by Management. Client hereby accepts the additional terms and conditions. In the event of any changes described in this section, Management will notify client of such change or changes; and reasonably alter Client's rights under the Agreement.

19. Limitation of Liability. Client acknowledges and agrees: (i) there is risk of injury and illness from participating in the Event, including (in particular, and without limitation) risks of exposure, directly or indirectly, to any infectious or

communicable disease, including, but not limited to, COVID-19 and/or any variation thereof. Therefore, Client, for itself and on behalf of Client affiliates, knowingly and freely assumes all such risks, both known and unknown, including if arising from the negligence or alleged negligence of Management, the Venue, or Venue management, or others, and assumes full responsibility for Client and all Client affiliates participation in the Event; (ii) Client assumes all responsibility and liability for losses, claims, , and damages including personal injury and death, caused by Client materials, products, Client equipment, displays, and by Client affiliates. Client also assumes liability and responsibility for losses, damages, and claims arising from damage to Client materials, displays, equipment, and for injury to Client and Client affiliates; and (iii) Client, and on behalf of all Client affiliates participating or attending the Event, hereby releases, and agrees to indemnify, defend, and hold harmless Management, its officers, directors, employees, volunteers, agents, representatives and contractors, Venue management and the Venue, and their respective officers, directors, agents, employees, representatives and attorneys, contractors, volunteers, Event participants and attendees not affiliated or associated with Client, and advertisers and sponsors (collectively, the "Releasees"), with respect to any and all death, disability, illness, injury, damage or loss that may occur to Client, or to Client's affiliates or property from any cause whatsoever, prior to, during, or subsequent to the period covered by this Agreement arising out of, or related to Client and Client affiliate's participation in, sponsorship, or

attendance of the Event, including transportation to or from the Event, whether arising from the negligence of the Releasees or otherwise, to the fullest extent permitted by law. In no event shall Venue, Management, or Venue management, or any of their respective affiliates, representatives, employees, agents, attorneys, assigns and successors be liable for any incidental, indirect, special punitive or consequential damages arising out of or in connection with this Agreement. The liability of the Venue, Management, Venue management and their respective affiliates, representatives, employees, agents, attorneys, assigns and successors, and Client's remedy for any claim of loss or damage arising from or related to this Agreement, regardless of the form of action, shall be limited to the fees paid by Client to Management hereunder. Client agrees that Management will not be liable for any errors or omissions in any materials provided by Management. Client acknowledges and accepts this limitation of liability as consideration of Client being allowed to participate in the Event.

20. Terms of Exhibitor Showcase. Attachment One, Exhibitor Showcase is fully incorporated into the Agreement and applies if Client is a participant in an exhibitor showcase.

21. Activities Outside of Event Prohibited. Except with the prior written approval of Management, which may be withheld in the sole discretion of Management, Client shall not engage in or arrange for or schedule outside commercial activities in the

geographic area of the Event, including the Event site. Examples of prohibited outside commercial activities include but are not limited to: receptions, meals, seminars, and hospitality suites.

22. Dispute Resolution, Venue, and Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota without regard to its conflict of laws provisions. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Notwithstanding any rule to the contrary, and except as otherwise set forth in this Agreement, each party shall be responsible for its own fees and costs. Hennepin County, Minnesota, shall be the sole venue under this Agreement and the parties waive any objection to this venue.

23. Admission Policies. Policies of admission to the Venue and the Event, including fees, if any, are in the sole control and discretion of Management.

24. Commercial Email. Client hereby consents to receiving unsolicited commercial email messages to the email address(s) set forth in an Application or otherwise disclosed to Management, whether in the Agreement or elsewhere. Client agrees email may be from Management, its partners, agents,

affiliates, and any third parties authorized to send emails by any of the foregoing.

25. Independent Contractors. The parties are independent contractors and the Agreement does not constitute a partnership or joint venture or principal-agent relationship between the parties. Neither party has authority to bind the other, except as may be set forth in the Agreement.

26. Waiver and Severability. If a court of competent jurisdiction finds any provision of this Agreement to be unenforceable, that provision will be enforced to the maximum extent permitted so as to effect the intent of the parties as fully as possible, and the remainder of this Agreement will continue in full force and effect. The failure of Management to enforce any of the provisions of this Agreement shall not constitute a waiver of such provisions or the right of Management to enforce each and every provision at a later time, pursuant to the Agreement. Any waiver must be in a writing signed by an authorized representative of Management.

27. No Assignment by Client. Client may not assign the Agreement or any part of the Agreement without the prior written consent of Management, which may be withheld in the sole discretion of Management. Management may assign this Agreement, and any such assignee shall acquire all obligations and rights of Management hereunder.

28. Compliance with Applicable

Law. Client and Client affiliates shall abide by and observe all Federal, state and local laws, codes, ordinances, rules and regulations, and all rules and regulations of the Venue and Event facility including but not limited to any union labor rules, and Americans with Disabilities Act requirements, applicable to the Event. Breach of this Section 28 may be deemed, in the sole discretion of Management, a material breach by Client. Management may provide information related to the requirements in this Section 28, nonetheless, Client agrees Management is not Client's advisor and Client is solely responsible for compliance under this Section 28, and Client will seek professional counsel to the extent Client deems necessary and appropriate.

29. Headings. The section headings are for reference and convenience only and will not be used in interpretation of the Agreement or any of the provisions thereof. The interpretation of this Agreement is reserved solely to Management. Client and Management agree the Agreement will be construed without regard to any presumption or rule of construction against the drafting party.

30. Survival. Provisions of this Agreement that, by their nature, are intended to survive termination or expiration shall so survive, including (without limitation) Sections 1, 8, 10, 12, 17, 19, 22, 24, 29 and 30.

31. Entire Agreement. The Agreement when signed by Client, including a signature on an Application, and upon acceptance by Management,

shall constitute a valid and binding agreement, and contains the entire agreement of the parties respecting the subject matter hereof. This Agreement may not be modified or terminated, except as set forth in this Agreement, or by a written agreement signed by the parties, provided, Management reserves the right to adopt further policies, rules, and regulations as it may deem necessary for the needs and general success of the Event, including to any Event manual or sponsorship materials associated with the Event, and in the Venue management contract, to which Management is or will be a party, all of which are made a part of and fully incorporated herein. Client accepts and agrees to be bound by these documents. This Agreement shall be binding upon, and inure to the benefit of, each of the parties hereto and their respective representatives, successors and permitted assigns.

Attachment One

Exhibitor Showcase

The terms of this Attachment One are in addition to the terms and conditions contained elsewhere in the Agreement. The following terms of this Attachment One apply when and where the Event includes an exhibitor showcase or similar amenity, and Client is participating in such exhibitor showcase. To the extent there is a conflict of terms, this Attachment One shall control regarding its subject matter of an exhibitor showcase.

a. Assignment of Space by Management. Space within the exhibitor showcase will be assigned by Management in its sole discretion and for the Event and the Event dates only. The assignment of space for one Event does not mean the same or similar space will be assigned for future Events. Management may change the floor plan or move Client to another location prior to or during the Event for any or no reason.

b. Use of Space. Client shall maintain its exhibit as open and staffed during all Event hours. Management, in its sole discretion, reserves the right to prohibit, remove, or decline an exhibit or any portion thereof, if it deems the exhibit is inappropriate or out theme of the Event. This applies as to, but is not limited to, printed material, advertisements, products, conduct of Client and Client affiliates, and noise level. Client agrees to change, to the satisfaction of Management, any sign, advertisement, manner of display or promotion of product, materials, and/or conduct determined by Management, in its sole discretion, not to be in the best interest of the Event. Balloons and neon or similar signs are prohibited. Exhibits that are, in the sole discretion of Management, obstructive or loud, and activities producing objectionable noise or odors or that create a risk of safety, are prohibited. Sound amplifying devices may be operated only at levels not objectionable to Management. Client must limit advertising material and activities, including solicitations, to Client's assigned space, and Client's exhibit, products, advertising and any

activities must remain within Client's assigned space and not extend into any other space, including unoccupied space, as well as the aisle. Client shall not arrange its exhibit so as to obscure or interfere with other exhibitors, as determined by Management. All demonstrations and/or exhibits by Client must be located so that crowds are in the Client's space and do not block any aisle or neighboring exhibits. Sharing of exhibit space is not permitted without the prior written consent of Management. If Client has not occupied its assigned space by the time determined for completion of installation/and or move in, the space may be reassigned. Installation and/or move in after the determined deadline may be prohibited in the sole discretion of Management.

If the Event does not provide turn-key space through Management-directed decorator services, standard equipment (identification sign, wall draping, or equivalent) may be provided by Management without cost to Client. If Client plans to install a constructed display of such a character that Client will not require or desire the use of standard booth equipment, no part thereof shall so project as to obstruct the view of adjacent booths. If there is sidewalk construction, a booth or display may taper diagonally from eight (8) feet at the back wall to floor level at the aisle, or extend as a high panel four (4) feet from back wall, and the remaining side rail

may not be in excess of four (4) feet in height. Exceptions to the above specifications are authorized for all self-contained island configurations where a sixteen (16) foot height restriction will apply unless Management or the Venue specifies otherwise. The eight (8) foot back wall restriction is removed for all peripheral booths where a twelve (12) foot height restriction will be in effect unless the Venue specifies otherwise. The weight of any exhibit or equipment may not exceed the maximum weight limit of the floor of the Venue. The above-referenced sizes are common and typical but adjustment to the size and dimension may be required based on the needs of the Event, the Venue, or Management. There may be additional restrictions and requirements based on other factors including but not limited to ceiling height, the Venue, or needs of Management and/or Venue management for a successful Event. Material used for wings to booths must be covered or painted if it is visible from the aisle or other booths. Failure to comply with this Agreement and/or Exhibitor Service Manual will result in the alteration or removal of the booth at Client's expense. Fees paid for space and service are non-refundable.

Client shall be bound by all applicable laws, codes and regulations of municipal or other authorities having jurisdiction over the Venue or the conducting of the Event, together with the rules and regulations adopted by Management and/or Venue management. "Exhibitor Service Manual" means a manual from the Event, and may include written, video, and oral directions, restrictions and requirements.

Only the primary Client will be entitled to any additional complimentary items offered by Management to the Client. The Client will be responsible for all booth fees, and only the Client will be listed in the Event directory and/or guide.

c. Change of Space. Management may, in its sole discretion, change Client's space assignment within the exhibitor showcase. In the event Management changes Client's exhibit space, Client will be notified of its newly assigned space. Management will make reasonable efforts to ensure that any reassignment will be to a space which is of same size and format as Client's original space. If Management determines a reduction in Client's space is necessary, Client will receive reimbursement on a pro-rata basis.

d. Client Termination. Any termination or cancellation by Client, or failure of Client to occupy the exhibition space assigned to Client may, in Management's sole discretion, and in

addition to Management's rights elsewhere in the Agreement, result in partial or complete loss of Client's rights under any applicable sponsorship agreements or other opportunities, including but not limited to the opportunity to present at the Event, or participate in other activities of the Event. In the event of termination, cancellation or default by Client, Management may, but is not required to, license the subject exhibitor showcase space to another participant without any rebate or allowance whatsoever to Client and without in any way releasing Client from any liability hereunder, and Client expressly agrees to pay Management the full contracted amount hereunder.

e. Displays and Venue. Client shall display its products or services in a tasteful manner. All of Client's display must be contained within Client's space except with prior written permission from Management. All advertising distribution must be made within Client's space. Balloons are prohibited in Venue. Moving advertisements and entertainment are not permitted. Client shall not tack on, post, screw, nail, attach with adhesive, advertising, decorations or materials to Venue floors, walls, columns, or any other Venue area without permission from Venue management. Liquids, including for food and other purposes, may not be used where they may damage floors or floor coverings. Exhibit packing, unpacking, and assembly shall be done only in areas designated by Management, and/or Venue management. Distribution and/or sale of alcohol including beer, wine, and

spirits is prohibited without prior written authorization from Management and if permitted by Management, Client represents and warrants it shall comply with applicable law relating to alcohol distribution, and shall indemnify, defend, and hold harmless Management, Venue management, and the Venue from any third-party claims, including by a governmental entity, arising from or related to such sale or distribution of alcohol.

f. Exhibit Move In, Move Out. Movement of exhibits in and out of the Venue must be handled by Event contractors designated by Management and/or Venue management. Client will not, and will not allow or direct others, to deliver materials at the Venue without first obtaining the prior written permission from Management. No exhibit will be allowed into the Venue without an official clearance from Management. Client is required to make its own arrangements for packing and transportation of exhibits. Management will not accept or sign for exhibits or other materials on behalf of the Client. Time for move-in and moving-out and access outside of Event hours are limited to those described in an Exhibitor Service Manual or otherwise determined by Management, or as set forth in the Agreement. At such time after the close of the Event as Management may specify or upon earlier termination of this Agreement, all exhibits shall be removed from the Event space and vacant possession of the exhibit space shall be returned to Management. Client shall leave the Event space in a clean, undamaged, and

unaltered condition. Clients will pay the cost of repairing any damage caused to the Venue facility by the Client and/or its affiliates including its contractors. Any property remaining after the last day designated by Management for it to be removed may be held or otherwise disposed of by Management or Venue management at the Client's expense. No exhibits may be removed from the Event Venue, or closed, before the Event ends, without the written authorization of Management.

g. Available Services. Management will designate official Event contractors to provide Event related services on an exclusive basis, for purposes including but not limited to: furniture, booth decoration, floor decoration, photographs, signs and other services. Service companies other than the official contractors will not be allowed to perform any of these exclusive services. Non-exclusive services may be performed by Management appointed contractors within certain guidelines. A complete listing of contractors and rates, exclusive services and contractor guidelines will be provided to Client upon request. Management is not liable for any of the services, acts, or omissions, performed by the official Event contractors, or materials delivered by the official Event contractors. Arrangement for these services and payments are to be made between Client and official Event contractors. Client acknowledges there may be local union rules and regulations related to the above services and these rules and regulations are subject to change at any time, and are beyond the control of Management and Venue

management. Client agrees to comply with union labor rules and regulations as applicable.

h. Installation and Removal. Pricing, information, and instructions regarding electric work, cleaning, furniture, and labor for construction and removal of exhibits and similar items, will be included in the Exhibitor Service Manual or available upon request by Client. Such pricing, information and instructions are fully incorporated into the Agreement.

i. Security. When applicable and as determined by Management and/or Venue management, Management and/or Venue management will provide perimeter guard service during the Event and for the Venue, while the Event is closed. Client agrees that Management and Venue management is not liable for acts and/or omissions of the guard and or security service. This includes but is not limited to damage, theft or loss of Client's exhibit, equipment, or other materials including personal property. Access to the exhibitor showcase during closed hours may be prohibited by the guard/security service. Client may consider arranging security for its specific booth space for during and after published hours. If Client desires to arrange additional security at its own expense, Client shall provide written notice to Management, and shall reasonably cooperate with Management in arranging security. Client shall be responsible and liable for its security personnel and shall ensure its security personnel, who are deemed Client affiliates, comply with the Agreement

and any additional rules, terms, and conditions related to security and presence at the Venue during closed and open hours.

j. Exhibitor Showcase Safety. All display materials used in decoration of Client's exhibitor showcase must be fireproof. If Client's display does not pass fire safety inspection and/or inspection for any other hazard, it shall be closed until any and all fire hazards and any other hazard, including but not limited to electrocution hazards, tripping and fall hazards, and any other hazards are corrected. All electrical equipment and/or devices used in or near an exhibit must be in good operating condition and able to pass fire and/or electrical inspections. Extra materials stored in Client's exhibit space must not block access to the exhibit, the aisle, or cover electrical wires or outlets. Client shall comply with local ordinances, Management, and Venue management requirements relating to safety, health, injury prevention, damage prevention, and fire prevention. If an inspection reveals noncompliance with any applicable law, code or regulation, or Management or Venue management policy or requirement, or if Management determines that an exhibit poses a risk of fire or any other harm to persons, property, or the Venue, or any part thereof, Client shall remove all or a portion of the exhibit, as directed by Management or Venue management, at its own expense. Client agrees and accepts solely, and fully, all responsibility and liability for any property damage or injury to persons or property from its exhibits or

equipment, including resulting from the weight or weight distribution of its equipment and/or exhibit, including damage or injury resulting from exceeding the floor load limitations. Client will promptly notify Management and/or Venue

management of any observed dangerous condition in the Venue, including those dangerous conditions not related to fire, as well as any dangerous condition even if not caused by Client.