

**SCHEDULE A**  
**GENERAL TERMS & CONDITIONS**

**1. Materials.**

**(a) Materials.** Any materials provided hereunder, including any lists and course materials, if any (collectively, the "Materials"), do not and will not infringe any copyright, patent, trade secret, trademark or other proprietary rights of any third-party and shall not violate, or cause the violation of the privacy rights of any third-party.

**(b) License.** The recipient of the Materials may use the Materials solely for the purposes set forth in this Agreement.

**(c) No Rights Granted.** The recipient agrees that nothing herein shall be deemed a grant of any intellectual property rights or other rights to use the Materials for any products or processes for profit-making or commercial purposes.

**(d) Other Obligations.** The Materials will not be used in research that is subject to consulting or licensing obligations to another recipient, corporation or business entity unless written permission is obtained from the discloser.

**(e) Opt-Out.** Each person as to whom email addresses are provided can or will be categorized as an "opt-in" recipient by his, her or its agreement with such Party to receive information via email from a third-party, and has not notified such Party of his, her or its desire not to receive email (i.e., no such person has "opted out" of the receipt of email from a third-party with respect to such Party).

**2. Ownership.**

**(a)** Company acknowledges that RX is the sole and exclusive owner of the Show and all interests related thereto, the goodwill associated therewith and all of the tangible and intangible assets related thereto, including, without limitation, the names, trade dress, marks and logos of the Show as well as any new shows or events launched in conjunction with the existing Shows.

**(b)** Except as expressly provided herein, RX shall have sole authority over all aspects of the planning, promotion, production and operation of the Shows, including without limitation, determining the final site location, scheduling, rescheduling, sponsors, endorsements, space rental rate and attendance fees.

**3. Representations and Warranties.** Company represents, warrants and covenants that:

**(a) Capacity.** Each Party has the authority to enter into the Agreement.

**(b) Authority.** The execution, delivery and performance of this Agreement, the fulfillment of and the compliance with the respective terms and provisions thereof, and the due consummation of the transactions contemplated thereby, have been duly and validly authorized by all necessary corporate action of such party (none of which actions have been modified or rescinded, and all of which actions are in full force and effect).

**(c) Execution.** This Agreement has been duly executed and delivered.

**(d) Enforceability.** This Agreement constitutes a legal, valid, and binding obligation, enforceable in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium, or similar laws relating to or affecting generally the enforcement of creditors' rights.

**(e) Organization.** Company is duly organized, validly existing and in good standing under the laws of its State of organization;

**(f) Taxes.** Company will calculate, report, and remit all sales, use, excise, or similar taxes related to its performance under this Agreement;

**(g) Non Infringement.** Company is the sole and exclusive owner of the Company Marks, and RX's use of such Company Marks in accordance with the terms of this Agreement will not infringe any copyright, patent, trade secret, trademark or other proprietary rights of any third-party.

**(h) Non-Exclusivity.** Company acknowledges that RX may enter into agreements with other parties for similar services for the Show.

**(i) Compliance with Laws.** Company shall at all times during the Term comply with (i) all Applicable Laws relevant to its duties, obligations and performance under this Agreement, including Applicable Laws concerning bribery, including commercial bribery, corruption and related matters; and (ii) the Code (as defined below). Company acknowledges that RX's parent company has a principal place of business in the United Kingdom, and that English, United States, and other international anti-bribery laws and regulations regulate RX's activities.

**(i)** Save for Permitted Expenses (as defined below), Company shall not offer, promise, pay, give or authorize (tacitly or otherwise) any financial or other advantage, directly or indirectly: (i) to any commercial contact in connection with RX's business; or (ii) to any Official (as defined below) in connection with either obtaining a business advantage for RX or improperly performing any function; in either case even if such an act is permitted under local law. Company represents and warrants that no such commercial contact or any Official holds any financial interest in Company, or has any remunerated connection with it, or owes duties to, or is owed duties, by it, save as disclosed in advance to RX. Company shall not accept any financial or other advantage from any person as an inducement or reward for any act or forbearance or in connection with any matter or business transacted by or on behalf of RX. Company shall promptly report any apparent breach of the preceding clauses in this paragraph to RX. Company shall (i) maintain accurate and complete records of all expenditures related to its performance of this Agreement and make such records available to RX and/or any person authorized by RX on reasonable notice; (ii) answer, in reasonable detail, any written or oral enquiry from RX related to the Company's compliance with this paragraph; and (iii) facilitate the interview of staff employed by Company (or any agent of Company) at any reasonable time specified by RX related to Company's compliance with this paragraph.

(ii) For purposes of the preceding paragraphs, "Applicable Laws" means all applicable laws, ordinances, codes, regulations, standards and judicial or administrative orders, including, but not limited to, those of the United States and the United Kingdom; "the Code" means the RELX Code of Conduct for Suppliers, which is available at <http://www.relx.com/corporateresponsibility/policies/Pages/Home.aspx>; "Official" means any (i) official or employee of any government or any instrumentality of government or any government-owned, operated or controlled entity (including without limitation state-run universities, hospitals or libraries); (ii) political party or party official; or (iii) any candidate for public office; and "Permitted Expenses" means reasonable and bona fide travel, lodging and related expenses of a modest nature, which are directly related to the promotion, demonstration or explanation of products or services or the performance of an existing contract, and provided that such payments are permissible under all Applicable Laws. RX shall have the right to terminate this Agreement on no notice, without liability, for breach of any provisions of this Section.

(j) **No Conflicts.** The execution, delivery and performance of this Agreement will not result in:

(i) A violation of each Party's certificate of incorporation or bylaws;

(ii) A violation of any law, judgment or order applicable to each Party; or

(iii) A conflict with, or result in a breach of, or constitute a default, or give rise to any right of termination, acceleration or cancellation, under any material contract.

#### **4. Confidential Information and Confidential Materials.**

(a) Any Confidential Materials or Confidential Information (both as defined below) which were exchanged by the Parties prior to the Effective Date in connection with the subject matter of this Agreement shall be deemed to be covered by this Section as if they had been exchanged after the Effective Date, except where the exchange was already covered by a confidentiality or non-disclosure agreement made between or otherwise governing exchanges between the Parties.

(b) For purposes of this Agreement, "Confidential Materials" means any and all tangible media which is either clearly marked "Confidential" or would be deemed confidential by a reasonable person receiving such information and is provided by one Party to the other in connection with this Agreement. "Confidential Information" means any information contained in any Confidential Materials or which a reasonable person would consider confidential based on the circumstances or the nature of the information, such as business, financial, technical, sales or customer information, product development plans, source code, technology, specifications, processes, diagrams, manuals, unpublished content and personal data, and which is disclosed by or on behalf of one Party (the "Disclosing Party") to the other Party (the "Receiving Party") in connection with this Agreement, but Confidential Information shall not include any such information which (i) was in the public domain prior to the execution of this Agreement, (ii) becomes part of the public domain through no wrongful action by the Receiving Party; (iii) was already known by the Receiving

Party without an obligation of confidentiality; or (iv) is independently developed by the Receiving Party without the use of or access to the Confidential Information.

(c) The Receiving Party shall hold Confidential Information in confidence using the same degree of care as it normally exercises to protect its own confidential or proprietary information, but in no event shall it use less than reasonable care, and it shall not disclose or transfer Confidential Information without the prior written consent of the Disclosing Party, except that Confidential Information which is included in any Work Product may be disclosed or transferred by RX in its sole discretion. The Receiving Party may use Confidential Information solely for the purpose of exercising its rights or performing its obligations under this Agreement and may disclose Confidential Information to its, and its affiliates', employees, contractors and subcontractors, solely on a need-to-know basis. The Parties agree that any breach of this provision would cause irreparable injury not adequately compensable with monetary damages. Accordingly, in addition to any rights otherwise available at law, in equity or by statute, the non-breaching Party is entitled to seek injunctive and other equitable relief on behalf of itself and its affiliates. At any time, the Disclosing Party may provide a written request to the Receiving Party requiring the Receiving Party to destroy or return, at the Receiving Party's discretion, any Confidential Information of the Disclosing Party in the possession or control of the Receiving Party and certify the completion of such to the Disclosing Party.

(d) Company (as a Receiving Party) will fully assist RX (as a Disclosing Party) in all matters relating to the protection from unauthorized disclosure of Confidential Information of RX. In particular, Company will: (i) enter into or have in place a non-disclosure or equivalent agreement with each of its employees (including, but not limited to, the Company personnel) who will have or may have access to Confidential Information of RX and ensure that such agreement contains adequate provisions for the protection of Confidential Information; (ii) remind Company personnel of their non-disclosure obligations during employment and at exit interviews; (iii) notify RX immediately upon the discovery of any Company personnel's alleged breach of his/her obligations; and (iv) provide all reasonable assistance to RX in any proceeding brought by RX to prevent disclosure or further disclosure of Confidential Information.

(e) If the Receiving Party is requested or required by law (by oral questions, interrogatories, requests for information or documents, subpoena, civil investigative demand or similar process) to disclose any Confidential Information, the Receiving Party shall provide the Disclosing Party with prompt notice of such request(s) (if permitted by law) so that the Disclosing Party may seek an appropriate protective order or other appropriate remedy and/or waive compliance with the confidentiality provisions of this Agreement. If such protective order or other remedy is not obtained, or if the Disclosing Party grants a waiver hereunder, the Receiving Party may furnish that portion (and only that portion) of the Confidential Information which the Receiving Party is legally compelled to disclose and will exercise its commercially reasonable efforts to obtain reliable assurance that confidential treatment will be accorded to the Confidential Information so furnished.

**5. Non-Compete.** During the term of this Agreement and for a period of one year following its termination or expiration, the Company will not, directly or indirectly, individually or jointly with others, engage in the sponsorship of any non-RX exhibition or conference, or any pavilion, segment or conference track thereof held in the United States of America which competes with the Show or is directed at a similar exhibitor and/or attendee base as the Show.

**6. Use of Trademarks.**

(a) Company hereby grants to RX a limited, non-transferable, non-exclusive worldwide royalty-free right and license to use, publish, reproduce, and distribute, in any medium or form whatsoever, Company's and its affiliates' names, trademarks, logos and service marks and the names and likenesses of its officers (the "Company Marks"). However, Company shall have the right to approve all uses of the Company Marks in promotional materials prior to use by RX, which approval by Company shall not be unreasonably withheld or delayed and shall be deemed automatically granted if Company does not convey its disapproval to RX within five business days of Company's receipt of a written or e-mail request for approval together with a copy of the proposed promotional materials. Notwithstanding the foregoing, the Company Marks and the goodwill associated therewith at all times shall remain the sole and exclusive property of Company.

**7. Marketing.**

(a) If applicable, a Party shall use such other Party's email lists solely to promote the Show.

(b) For promoting on a Party's assets (including, but not limited to, marketing emails, publication advertisements and web banners): (i) the other Party shall provide the promotional copy to the asset owner on or before such deadlines as the asset owner may establish, (ii) such copy shall be subject to the approval of the asset owner, which approval will not be unreasonably withheld or delayed, and (iii) the dates of the promotion shall be mutually agreed upon by the Parties.

**8. Publicity.** Neither Party shall issue any press release or other public announcement related to this Agreement, written or oral, without the prior written consent of the other party, except as required by law or a court order.

**9. Termination.** Either party shall have the right at any time to terminate this Agreement, effective upon the other party's receipt of termination notice, without prejudice to any other legal rights to which such terminating party may be entitled, upon the occurrence of any one or more of the following: (i) upon material default by the other party in performance of any of the provisions of this Agreement, which default is not cured within 30 days following written notice of such default, or if such default occurs during the Show, such default is not cured within two hours of delivering actual notice of such default; (ii) the admission in writing by the other party of the inability to pay debts generally as they become due or the taking of any corporate action tantamount to such admission; (iii) the other party's ceasing to do business as a going concern or (iv) the other party making any assignment for the benefit of creditors.

**10. Force Majeure.**

(a) Neither Party shall be deemed to be in breach or default of this Agreement as the result of any delay or nonperformance which is caused by circumstances beyond the Party's reasonable control, including, without limitation, flood, fire, storm, earthquake, or other Act of God, war acts of the public enemy, riot, civil disturbance, strike, lockout, labor dispute, power failure, or equipment failure, but this shall not apply where the delayed or non-performing Party is under a duty under this Agreement to take certain backup, business continuity or disaster recovery measures but has failed to take such measures.

(b) If, while this Agreement remains in effect RX determines that it is impossible or commercially unreasonable by reason of a cause or causes described in subsection (a) above to conduct a Show:

(i) the Show (including any conferences) shall be postponed until a period in which RX determines that it is feasible and commercially reasonable to hold such Show, the term of this Agreement shall, if necessary, be extended accordingly for a period of time sufficient to hold such postponed Show, and such postponement shall not be deemed to be a breach or violation of the terms of this Agreement; or

(ii) the Show shall be cancelled, and such cancellation shall not be deemed to be a breach or violation of the terms of this Agreement.

(c) Non-Force Majeure Cancellation. All obligations hereunder with respect to a Show shall automatically terminate if, for any reason whatsoever, RX cancels such Show. Such termination shall not constitute a material breach hereunder and each party shall be held harmless from any penalties, financial obligations and legal actions. If the cancelled Show is the only Show covered by the terms of this Agreement, then RX may terminate this Agreement by written notice upon cancellation of the Show and RX shall refund in full all payments made by Company.

**11. Indemnification.**

(a) Upon notification by RX of any claims, suits, or proceedings ("Claims") brought by a third party that allege any aspect of the services or deliverables infringes a third party's intellectual property right, Company shall defend (if requested by RX), fully indemnify and hold RX and each of its affiliates, directors, officers, employees, agents, shareholders, successors, customers and other end users of the deliverable, work product and/or services ("RX Indemnitees") harmless from and against any and all actual or alleged claims, liabilities, losses, damages, costs, fees and expenses (including, but not limited to, legal and attorney fees and expenses) (collectively, "Liabilities") that are incurred by any RX Indemnitee in connection with such Claims. Company shall have the right, with the approval of RX, which approval shall not be unreasonably withheld, to settle any such claims on terms and conditions of Company's own selection which are not in conflict with the terms and conditions of this Agreement and do not obligate or restrict any RX Indemnitees in any material way.

(b) Company shall indemnify, defend and hold harmless RX Indemnitees from and against any and all actual or alleged Liabilities to third parties arising out of or in connection with:

(i) performance of Company under this Agreement or breach by Company of any representation, warranty or obligation contained in this Agreement, (ii) the negligence or intentional acts or omissions of Company or any Company Personnel, (iii) any contract or commitment entered into or made by Company with any third party that provides goods, materials or services to Company, (iv) any other claim involving the services except to the extent solely attributable to the fraud, gross negligence or willful misconduct of RX, in each case as determined by a court of competent jurisdiction, or (v) any death, injury or damage to any person or property alleged to have been caused by the deliverable and/or services (including Company's or any of Company personnel's manufacture of the deliverable or performance of the services).

(c) Upon the assertion of any claim or the commencement of any suit or proceeding against a party by any third party that may give rise to any liability under subsection (a) above (a "Third Party Claim"), the party seeking indemnification shall promptly notify the other party of the existence of such claim and shall give the other party reasonable opportunity to defend and/or settle (subject to the indemnified party's prior approval) the Third Party Claim at its own expense and with counsel of its own selection. The indemnified party shall at all times have the right fully to participate in such defense with its own counsel and shall not be obligated to approve any settlement which it reasonably believes would have an adverse effect on its business. Each party agrees to render to each other such assistance as may be reasonably requested in order to ensure a proper and adequate defense. At its option, the indemnified party may assume sole responsibility of the defense and/or settlement of the Third Party Claim; however, the settlement of any Third Party Claim which might give rise to liability of the indemnifying party hereunder shall require prior written consent of the indemnifying party (such consent not to be unreasonably withheld or delayed).

**12. Limitation of Liability.** RX SHALL NOT BE LIABLE TO COMPANY UNDER THIS AGREEMENT FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES ARISING FROM THE PERFORMANCE OR NONPERFORMANCE OF THIS AGREEMENT, WHETHER SUCH CLAIM IS BASED IN CONTRACT, TORT OR ANY OTHER LEGAL THEORY. THE EXCLUSIONS AND LIMITATIONS OF LIABILITY IN THIS SECTION DO NOT APPLY TO (I) ANY LIABILITIES OR OBLIGATIONS UNDER (i) THE FOLLOWING SECTIONS OF THIS AGREEMENT: CONFIDENTIAL INFORMATION AND CONFIDENTIAL MATERIALS, INDEMNIFICATION, COMPLIANCE WITH LAWS; (II) ANY CLAIMS FOR DEATH OR PERSONAL INJURY; (III) ANY CLAIMS RESULTING FROM GROSS NEGLIGENCE OR WILFUL MISCONDUCT OR FRAUD OF A PARTY; OR (IV) ANY OTHER FORMS OF LIABILITY WHICH BY LAW CANNOT BE LIMITED OR EXCLUDED.

**13. Relationship of the Parties.** The parties are independent contractors and have no power or authority to assume or create any obligation or responsibility on behalf of each other. This Agreement shall not be construed to create or imply any partnership, agency, joint venture or employer-employee relationship between the parties.

**14. Dispute Resolution.** Any controversy or claim arising out of or relating to this Agreement shall be settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and judgment

upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction.

## **15. Notices.**

(a) **Form of Notice.** All notices, requests, claims, demands and other communications between the parties shall be in writing.

(b) **Method of Notice.** All notices shall be given (i) by delivery in person (ii) by a nationally recognized next day courier service, (iii) by first class, registered or certified mail, postage prepaid, (iv) by facsimile or (v) by electronic mail to the address of the party specified in this Agreement or such other address as either party may specify in writing.

(c) **Receipt of Notice.** All notices shall be effective upon (i) receipt by the party to which notice is given, or (ii) on the fifth day following mailing, whichever occurs first.

(d) **Change of Address.** Any party to this Agreement may notify any other party of any changes to the address or any of the other details specified in this paragraph; provided, however, that such notification shall only be effective on the date specified in such notice or five business days after the notice is given, whichever is later.

(e) **Refusal of Delivery.** Rejection or other refusal to accept or the inability to deliver because of changed address of which no notice was given shall be deemed to be receipt of the notice as of the date of such rejection, refusal or inability to deliver.

**16. Governing Law.** THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NEW YORK, INCLUDING, SECTIONS 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW BUT EXCLUDING TO THE MAXIMUM EXTENT PERMITTED BY LAW ALL OTHER CONFLICT OF LAW PROVISIONS, AND THE OBLIGATIONS, RIGHTS AND REMEDIES OF THE PARTIES HEREUNDER SHALL BE DETERMINED IN ACCORDANCE WITH SUCH LAWS. FOR THE AVOIDANCE OF DOUBT, THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS AGREEMENT SHALL NOT BE GOVERNED BY THE PROVISIONS OF THE UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS. EACH PARTY HEREBY SUBMITS THEMSELVES TO THE JURISDICTION AND VENUE OF ANY APPROPRIATE COURT IN THE BOROUGH OF MANHATTAN AND STATE OF NEW YORK TO RESOLVE ANY AND ALL DISPUTES HEREUNDER.

## **17. Miscellaneous.**

(a) **Assignment.** Neither this Agreement nor any license granted herein may be transferred by one Party without the advance written permission of the other Party, which consent shall not be unreasonably withheld, except that RX or any affiliate may assign this Agreement or any license pursuant to a divestiture, merger or reorganization, or due to the sale of substantially all of its stock or assets.

(b) **Amendment.** This Agreement may be amended only by a written instrument signed by the Parties.

**(c) Severability.** If any provision of this Agreement is judged to be invalid or unenforceable, the defective provision shall first be revised, limited or amended, consistent with the general intent of the provision, such that it is valid and enforceable, and the remaining provisions of this Agreement shall be unaffected and shall remain enforceable.

**(d) Interpretation.** Each party has had adequate opportunity to review this Agreement. Any interpretation of this Agreement shall be made without regard to authorship or negotiation.

**(e) Entire Agreement.** This Agreement constitutes the entire agreement between the parties with respect to its subject matter and constitutes and supersedes all prior agreements, representations and understandings of the parties, written or oral.

**(f) Survival.** Any provision of this Agreement which imposes an obligation after termination or expiration of this Agreement shall survive the termination or expiration of this Agreement.

**(g) Waiver.** The failure of either Party to require strict compliance with any term of this Agreement shall not be deemed to be a waiver of that or any other term of this Agreement.

**(h) Headings.** The section headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretations of this Agreement.

**(i) Counterparts.** This Agreement may be signed in counterparts, each of which shall be deemed an original but all of which shall be deemed to constitute a single instrument.