

These Terms and Conditions (“Terms”), together with the Scope of Work, Rental Contract, and Exhibitor Pricing Guide, if applicable, and other applicable documents, provided to you in connection herewith, constitute the entire agreement (the “Agreement”) between the undersigned client (“Client” or “you”) and Pinnacle Live LLC (“Pinnacle Live”, “us” or “we”) with respect to the subject matter hereof.

The Scope of Work, including any pricing, discounting and concessions set forth therein, is valid for thirty (30) days from the job modified date specified in the Scope of Work. If you have not returned the signed Agreement to us within the thirty (30) days, you must notify the Pinnacle Live contact listed in the Scope of Work directly to request an updated Scope of Work.

These Terms include certain provisions directed at Exhibitors that only apply to you if you are an Exhibitor. You are an “**Exhibitor**” if you are renting a booth or space at an exhibition, tradeshow, forum or similar event to display your product(s) and/or service(s). If you are unsure whether this definition applies to you, please contact your Pinnacle Live Sales Representative to confirm.

Pinnacle Live agrees to rent to Client, and Client agrees to rent from Pinnacle Live, the equipment described more fully in the attached Scope of Work (the “**Equipment**”), subject to these Terms:

Acceptance

1. Client must review, sign and return these Terms to us prior to receiving any Equipment or related services from us.
2. Adjustments to the Scope of Work can generally be made prior to delivery of the Equipment and provision of services, provided that any necessary labor and equipment are available to accommodate your request. We recommend that Exhibitors submit any such requests at least ten (10) days prior to the first day of the program.

Estimate Assistance

If you are uncertain of your requirements or for any changes, speak with our Venue Director, Sales Director, or Sales Manager. We can assist with estimating your labor and equipment needs for your program.

Labor Rates

1. Labor costs included in the Scope of Work (“**Labor Costs**”) are estimates only, and the total Labor Costs will depend on the actual number of hours worked, including any applicable overtime, which we will bill to you at prevailing rates.
2. A standard workday for our staff is eight (8) hours per day. After the first eight (8) hours, overtime rates go into effect at one and one-half (1.5) times the regular rates of pay.
3. If a program continues until after midnight, any hours worked after midnight for the same program shall be considered part of the previous calendar day for purposes of calculating hours and overtime applicability.
4. On federal and state Holidays, labor rates are two times the regular rates of pay.

Equipment Rates

1. Client agrees to pay to Pinnacle Live the rental fee for the Equipment during the rental period (“**Rental Fee**”) specified in the Scope of Work. The Rental Fee is calculated in full-day increments based on the rental rate for each piece of Equipment per calendar day.
2. Additional charges may apply if your actual rental period exceeds the number of days identified in the Scope of Work.
3. A single program that continues until after midnight into the following calendar day may be considered a single day for purposes of calculating the Rental Fee, only if provided in the Scope of Work or otherwise in writing by us.

Service Charges

The service charge allows Pinnacle Live to provide the necessary support required to help make your meeting or program successful, including pre-program planning and preparation, on-site support, coordination with our hotel partners and more. The entire service charge helps cover our administrative costs and is not a gratuity in whole or part to employees of Pinnacle Live or any other party.

Damage & Security

1. Client hereby assumes all responsibility for any and all damages or loss to the Equipment and agrees to pay all costs to repair or replace any Equipment damaged or otherwise rendered out of service through accident, misuse or neglect.
2. In case of loss or destruction of the Equipment or loss of possession thereof, or inability to return equipment to Pinnacle Live in as good condition as when delivered to Client, Client agrees to pay to Pinnacle Live the complete and full current replacement costs of the Equipment.
3. Client agrees to allow Pinnacle Live access to the Equipment, and to each location under Client's control where the Equipment is located at any time, for the purpose of implementation, service and/or removal.

Equipment

1. Pinnacle Live retains all title and rights to Equipment and accessories, and Client shall ensure that no liens, claims or encumbrances are attached thereto or placed thereon.
2. After Pinnacle Live personnel set up the Equipment, Client will have the opportunity to test the Equipment and identify any potential problems with the Equipment before Pinnacle Live personnel depart. After such time, Client is deemed to have inspected and tested the Equipment and agrees to have received the Equipment in good operating condition.
3. Client agrees that Pinnacle Live is not in any way liable for any loss, property damage or personal injury caused by or in connection with the operation, storage or transportation of the Equipment.
4. Client agrees to use the Equipment in good faith and in accordance with all instructions provided by Pinnacle Live, and further agrees to notify Pinnacle Live in the event of any interruption of service or damage to, or failure, of the Equipment.
5. Pinnacle Live shall repair such Equipment or, if unable to repair, use reasonable efforts to replace the Equipment with similar Equipment, if available, as soon as practicable after receiving such notice. Provided, however, that the preceding sentence does not apply where Pinnacle Live determines, in its sole discretion, that the Equipment has been subjected to abuse, misuse, neglect, negligence, accident, improper handling, abnormal physical stress, abnormal

environmental conditions, or use contrary to any instructions provided by Pinnacle Live, or use with any third-party product, hardware, software, or product that has not been previously approved in writing by Pinnacle Live.

6. If you are bringing a personal computer or other equipment that will be used for presentation purposes during your program, the computer or other equipment should be tested with the Equipment in advance to ensure compatibility. Please be sure you are familiar with the operation of both your computer and software.
7. All Equipment rentals are for use in the specific room or other location identified in the Scope of Work. Client shall not move the Equipment from the initial set up location for use elsewhere.
8. All Equipment and any other materials furnished by Pinnacle Live shall be removed only by Pinnacle Live at the close of your program in accordance with the Scope of Work.

Payment

1. MASTER BILL – All charges will be applied to Client's venue master bill upon approval with the venue, unless otherwise set forth in the Scope of Work.
2. DIRECT BILL – Client shall submit any applicable direct payment to Pinnacle Live via wire transfer, ACH Transfer, Credit Card or Check in accordance with the Scope of Work. We must receive the initial payment at least two (2) weeks prior to the date of the program. The minimum initial payment due is an amount equal to 100% of all estimated charges listed in the Scope of Work. After the close of your program, we will send you a final invoice if the actual amount owed by you exceeds the payments made. Final payment must be received by us within 30 days of submission of final invoice.
3. Client shall provide a valid credit card to us prior to date of the program. Client hereby acknowledges by his/her signature that all payments, fees, or other amounts owed by Client to us for any and all goods and/or services rendered in connection with this Agreement, as well as any damage or destruction to the Equipment, may be charged to Client's credit card in lieu of other financial agreements, unless otherwise set forth in the Scope of Work. Credit card charges shall also incur a 4% convenience fee.

4. If necessary to enforce the collection of amounts due to us under this Agreement, Client agrees to pay all collection costs and charges incurred by us including court costs and reasonable attorney's fees.
5. The estimated charges do not include any electrical charges that may be incurred.

Cancellation

1. You may cancel this Agreement at any time by providing written notice to us prior to the scheduled delivery date. A cancellation charge ("**Cancellation Charge**") may apply.
2. If you are an Exhibitor, and you provide written cancellation notice to us:
 - a. Within twenty-four (24) hours prior to the start date of the program, the Cancellation Charge is 100% of the total amount of all estimated Rental Fees and Labor Costs.
 - b. Between twenty-four (24) and forty-eight (48) hours prior to the start date of the program, the Cancellation Charge is 75% of the total amount of all estimated Rental Fees and Labor Costs.
 - c. Between forty-eight (48) and seventy-two (72) hours prior to the start date of the program, the Cancellation Charge is 50% of the total amount of all estimated Rental Fees and Labor Costs.
 - d. More than seventy-two (72) hours prior to the start date of the program, there is no Cancellation Charge.
3. If you are not an Exhibitor, you must pay each applicable Cancellation Charge below.
 - a. Equipment. If you provide written cancellation notice to us:
 - i. within twenty-four (24) hours prior to the start date of the program, the Cancellation Charge is 100% of the total estimated Rental Fee.
 - ii. between twenty-four (24) and forty-eight (48) hours prior to the start date of the program, the Cancellation Charge is 75% of the estimated Rental Fee.
 - iii. more than forty-eight (48) hours prior to the start date of the program, there is no Cancellation Charge.
 - b. Labor. If you provide written cancellation notice to us:

- i. within twenty-four (24) hours prior to the start date of the program, the Cancellation Charge is 100% of the total estimated Labor Costs.
- ii. between twenty-four (24) and seventy-two (72) hours prior to the start date of the program, the Cancellation Charge is 75% of the estimated Labor Costs.
- iii. more than seventy-two (72) hours prior to the start date of the program, there is no Cancellation Charge.

4. In the event of cancellation by you, you agree to pay to Pinnacle Live, in addition to each applicable Cancellation Charge, the full amount of any services rendered and expenses incurred by us up to and including the date of cancellation, including but not limited to any costs associated with custom designs/builds, content creation, etc.

Changes to Program Quote

1. Prior to the first day of the program, Pinnacle Live will provide an updated estimate of Rental Fees, Labor Costs, and any other applicable charges for approval and signature.
2. Exhibitors must submit all change orders in writing.

Onsite Additions

1. Client must provide to us the names of approved personnel authorized to make changes to the Scope of Work on behalf of Client.
2. Any requests for additional services or equipment after the Equipment is delivered are subject to the availability of our personnel and equipment.
3. You must notify the Pinnacle Live contact listed in the Scope of Work directly to request any changes.

Internet/Network Equipment and Services

In the event this Agreement includes Internet/network equipment and/or services, Client understands and agrees as follows:

1. Client understands and agrees that Pinnacle Live does not own or control the network telecommunications facilities used to access the Internet and that the Internet is a non-regulated public domain.

2. Client understands and agrees that Pinnacle Live does not guaranty the operability of any network or Internet services and shall not, under any circumstances, be liable or responsible in any way for any Internet or network related disruptions or failures, whether or not involving customer or third party supplied cables and/or equipment, or any other issues or problems related to Internet or network services used by Client.
3. Under no circumstances shall Client attempt to gain unauthorized access to or tamper with any part of the network.
4. The network may only be used for lawful purposes and in accordance with these Terms.
5. Client shall not cause or permit the transmission of any materials in violation of any applicable local, state, federal, or international law or regulation(s) is prohibited, including, without limitation, any materials that infringe the patent, trade secret, trademark, copyright, or other intellectual property rights of third parties, and any materials that we reasonably deem to be threatening or obscene.
6. Unless otherwise set forth in the Scope of Work, the hotel or applicable venue maintains its own wireless network throughout all public and meeting spaces; therefore, due to potential conflicts with regard to the 802.11 protocol referenced below, guests are prohibited from operating their own wireless network access points.
7. You, or your designated IT professional, will be responsible for appropriate configuration of your personal computers and other equipment authorized by us for your use relating to the services and Equipment provided by Pinnacle Live. Under no circumstance will Pinnacle Live personnel be responsible for making configuration changes to any computer or other equipment not provided by us.
8. No servers or routers are allowed including, but not limited to, NAT, DHCP and proxy servers without explicit advanced written permission from Pinnacle Live. Exhibitors must purchase from us an IP address for each device connected to the network/Internet, regardless of whether the IP address is used.
9. We reserve the right to disconnect any equipment that, we, in our sole discretion, determine may contribute to overall network problems. Client is not entitled to any refunds for any such services or equipment that have been disconnected.
10. Client agrees not to share, resell, extend, bridge or otherwise misuse Pinnacle Live's Equipment, connections and/or services. Pinnacle Live, in its sole discretion, reserves the right to terminate all access of any Client found to have violated this Agreement.
11. **WIRELESS (802.11) DECLARATION.** Wireless Internet service is inherently vulnerable to interference from other devices that transmit similar radio frequency signals or that operate within the same frequency spectrum. Pinnacle Live cannot and does not in any way guarantee that interference will not occur. Pinnacle Live does not recommend the use of wireless service for mission critical services such as product presentations or demonstrations. For demonstrations, or to present products and other mission critical activity via the Internet, Pinnacle Live highly recommends Client purchase wired connections. If you are unsure which product best suits your needs, please contact Pinnacle Live's on-site representative.

Additional Terms for Exhibitors

1. Insurance and security for the Equipment is solely your responsibility. You must maintain an insurance policy that covers loss or damage to the Equipment in an amount not less than the Equipment's full replacement value as identified on the Scope of Work, and such policy must list Pinnacle Live as an additional beneficiary. You must provide us a copy of the policy prior to receiving any Equipment from us, and must ensure the policy remains active until after we have confirmed receipt of payment for the final invoice.
2. Union labor costs, if applicable, are not included in the Rental Fee.
3. No refunds or credits will be issued after the program ends.
4. Your booth might not have designated outlets, including column and wall outlets. You are responsible for identifying the number of outlets you will need and including the number and type of outlets, including any extension cords and surge protectors, in your Equipment reservation. If you require separate outlets, additional fees apply for each piece of Equipment to be connected. Please contact Pinnacle Live for details.
5. We strongly recommend the use of surge protectors for all computers and equipment.

6. You are responsible for providing all necessary cables and connectors required to utilize the designated electrical connection points. All installations and connections must be performed by a Pinnacle Live team member.
7. All cables and wiring in public view must be properly secured to the floor and/or wall. All tape must be approved by the hotel or applicable venue management before being applied to ground coverings. Cables and wiring that cannot be properly secured by tape must be covered and secured with a proper cable ramp.
8. All cords, plugs, and power strips must be UL listed, in good repair, and all equipment to be powered must be labeled with the accurate type of current, voltage, phase, cycle, horsepower, etc. All items are available to rent from Pinnacle Live.
9. All equipment use must comply with current NEC, Federal, State, and local codes.
10. ALL WIRELESS ACCESS POINTS NOT AUTHORIZED BY Pinnacle Live ARE PROHIBITED. Client-provided access points are prohibited for use within the program facility without Pinnacle Live's prior written approval. Wireless access points without adjustable power outputs are prohibited under all circumstances. If you wish to showcase your wireless products, you must contact Pinnacle Live at least fourteen (14) days prior to the start of the program so that we may attempt (but do not guarantee) to engineer a cohesive operating network that limits or controls interference. Approvals may incur a site survey fee.

Indemnification

Client and Pinnacle Live each hereby forever agree to indemnify, defend, and hold harmless the other for any and all third-party claims, losses, costs (including reasonable attorneys' fees and costs), damages, or injury to property and persons (including death) as a result of the negligent acts, errors, or omissions of the indemnifying party and its respective employees, agents, representatives, and contractors. Client also agrees to indemnify, defend, and hold harmless Pinnacle Live, its affiliates and their respective personnel against all claims for copyright, patent, or other intellectual property infringement including claims for licenses and royalties, as a result of Pinnacle Live's use of any and all Client-provided materials such as images, recordings, transmissions,

videos, software, hardware, or any other form of intellectual property, etc., in connection with the program.

Limitation of Liability

1. IN NO EVENT SHALL Pinnacle Live BE LIABLE TO CLIENT OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT OR LOSS OF DATA OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND REGARDLESS OF WHETHER Pinnacle Live HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.
2. IN NO EVENT SHALL Pinnacle Live'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE AGGREGATE AMOUNTS PAID OR PAYABLE TO US PURSUANT TO THIS AGREEMENT.

Exclusion of Warranties

Pinnacle Live **MAKES NO WARRANTY WHATSOEVER REGARDING THE EQUIPMENT OR ITS SERVICES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY (a) WARRANTY OF MERCHANTABILITY; (b) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (c) WARRANTY AGAINST INTERFERENCE; OR (d) WARRANTY AGAINST INFRINGEMENT OF ANY PATENT, COPYRIGHT, TRADEMARK, TRADE SECRET, OR OTHER PROPRIETARY RIGHTS OF A THIRD PARTY; WHETHER ARISING BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE.**

Force Majeure

The parties' performance under this Agreement is subject to governmental actions, applicable law, ordinances, or regulations; acts of God, hurricanes, earthquakes, other adverse weather conditions; war or terrorism; strikes or other labor disputes; third party failures; or any other emergency of comparable nature beyond the parties' control; in each instance making it impossible,

illegal or impracticable to perform its obligations under this Agreement ("Force Majeure Event"). In the event of the occurrence of a Force Majeure Event, the parties agree that, if possible, the program that is the subject of this Agreement will be rescheduled at the first available opportunity suitable for each party; if the parties are unable to reschedule, this Agreement may be terminated upon reasonable written notice without a Cancellation Charge as set forth herein, provided that in the event of any cancellation or postponement of the program or termination of this Agreement due to a Force Majeure Event, Pinnacle Live will return to Client any and all prepayments and deposits made by Client, less reimbursement for any work performed and expenses incurred by Pinnacle Live up through the date of cancellation, postponement or termination (or Client shall, within fourteen days of invoice, pay Pinnacle Live for all such expenses incurred and work performed if no deposit or prepayment has been made).

Entire Agreement; Modification. This Agreement supersedes all previous verbal or written contracts with respect to the subject matter hereof and is held inviolable unless mutually agreed in writing. These Terms and the Agreement prevail over any of Client's general terms and conditions regardless whether or when Client has submitted its request, order, or such terms. Provision of services to Client does not constitute acceptance of any of Client's terms and conditions and does not serve to modify or amend these Terms or the Agreement.