

**REED EXHIBITIONS TERMS & CONDITIONS OF PURCHASE
FOR VALUE-ADDED SERVICES**

1. Parties; Order. The agreement order form together with these terms and conditions (collectively, the "Agreement") is an agreement made between the purchasing individual or company designated on the agreement order form ("Purchaser"), and Reed Exhibitions, a division of RELX Inc. ("Management"). This Agreement may be used to purchase sponsorships, media, and may also be used to contract for the performance of services specified by Purchaser on the agreement order form. All purchases covered by this Agreement, regardless of type, will be referred to as an "Order". Each of Management and Purchaser shall be referred to herein as a "Party" and, collectively, the "Parties". The Purchaser shall not be entitled to share or sub-license or sub-let any portion of its Order with or to a third party without the prior written permission of Management.

2. Ownership and Materials

(a) Purchaser acknowledges that Management is the sole and exclusive owner of (or the co-owner of, or the exclusive licensee to, as the case may be) any RX Properties which are referenced in this Agreement. The "RX Properties" shall be collectively defined as each of Management's exhibitions or events, whether in-person or virtual (each, a "Event"), each of Management's websites, virtual offerings, social media accounts, email lists or other managed digital distribution platforms (each, a "Platform"), each of Management's brand names or trade names (each, a "Brand"), 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 each such Event or Platform as well as any new Event, Platform, or Brand launched in conjunction with any existing Event, Platform, or Brand.

(b) Except as expressly provided herein, Management shall have sole authority over all aspects of the planning, promotion, production and operation of the RX Properties and all related marketing, content and digital promotion thereto, including without limitation, determining the final site location, platform, scheduling, rescheduling, sponsors, endorsements, space rental rate and participation fees, each as applicable. Management shall have the exclusive right to solicit sponsorships in connection with the RX Properties and Purchaser acknowledges and agrees that Management may, in its sole discretion, grant such sponsors branding and signage in connection with the RX Properties, including, but not limited to, sponsorship and branding for any stages, digital distribution platforms, or video feeds.

(c) Materials. Any materials provided hereunder by one Party to the other Party, including any image(s), video(s), logo(s), advertisement(s) and/or promotional copy, plan(s), data, lists, course materials, Purchaser Marks, Management Marks, and other materials, if any (collectively, the "Materials"), do not and, when used 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 and shall not violate, or cause the violation of the privacy rights of any third party. Each Party represents and warrants that they have the right to provide the other with such Materials with respect to the Order and/or performance hereunder.

(i) All Materials provided by the Purchaser in respect of any Order, are subject to Management's approval prior to any use by Management, with such approval not to be unreasonably withheld or delayed.

(ii) Management's decision on the suitability of any Materials provided by the Purchaser is final and Management reserves the right, in the event of unforeseen circumstances, to change the positioning or place of the Materials in connection with any RX Properties or other publication or promotional material in any media which change shall be notified by Management to the Purchaser as soon as is reasonably practicable.

(iii) Purchaser shall supply to Management the Materials to be used for the Order purchased in this Agreement, if any, by no later than the date specified in the Agreement or at least thirty (30) days prior to the start of an applicable Event or as may otherwise be agreed to in writing between the Parties. All Materials to be used shall be supplied free of charge to Management and shall be clearly marked with the Purchaser's name and the name of the RX Properties to which such Materials relate.

(iv) All Materials provided by the Purchaser shall be and shall remain the sole and absolute property of the Purchaser and Management shall have no right, title or interest in the Materials save for the non-exclusive right to use the Materials in connection with the RX Properties in any media for the purpose of performance of this Agreement. If any hard copy Materials are provided to Management hereunder, and are not collected by the Purchaser within forty-five (45) days after the end of an applicable Event, Management has the right to dispose of such Materials as it deems suitable in its sole discretion. Management retains all right, title and interest in and to any Materials which Management provides to Purchaser in the performance of this Agreement, if any.

(v) To the extent the Order relates to any webinar, education session, or other streaming or recorded video to be produced, presented, or distributed, in whole or in part, by Management (collectively, the "Video Content") and unless otherwise agreed to in writing by the Parties, Purchaser grants Management a royalty free, sublicensable, worldwide right and license to (A) record the Video Content, including any Purchaser Video Materials (as defined herein); and (B) distribute the Video Content and/or Management's recordings of the Video Content, including any Purchaser Video Materials, in connection with the RX Properties, future editions of the RX Properties, the RX Properties' websites and/or the RX Properties' social media channels (including, but not limited to, YouTube). "Purchaser Video Materials" shall be defined as any Materials provided by Purchaser for inclusion within any Video Content and the names, voices, and likenesses of any individuals who appear within any Video Content on behalf of, or at the request of, Purchaser. Purchaser represents and warrants that for any Purchaser Video Materials, Purchaser shall obtain any approvals or consents required to give Management the necessary rights to distribute the Video Content as described hereunder and, upon reasonable request, Purchaser will provide Management with copies of such approvals or consents. Purchaser shall have no prior right of approval in, or claims for compensation as a result of, Management's use of any Video Content. Purchaser waives any and all moral rights or "droit moral" that Purchaser may have in connection with the Video Content. To the extent Management records the Video Content, Purchaser acknowledges that Management shall own all right, title and interest to such recording(s), and the results and proceeds therefrom, worldwide, in all media formats (whether now known or hereafter existing), provided that Purchaser retains ownership of the Purchaser Video Materials and hereby grants to Management a non-exclusive, irrevocable royalty free, sublicensable worldwide right and license to use the Purchaser Video Materials as included within such recordings(s).

(d) License. The recipient of the Materials may use the Materials solely for the purposes set forth in this Agreement. 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. So long as Management's use is as set forth in this Agreement, Purchaser represents that Management's use of Materials provided by Purchaser shall not require additional payments to any third parties.

(e) 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.

(f) Opt-Out. In the event that any Materials provided hereunder include email addresses, 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 the disclosing Party to receive information via email from a third-party, and has not notified the disclosing 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 disclosing Party).

3. Payment Terms. Payment is due in accordance with the payment schedule/terms set forth on the agreement order form and/or incorporated in this Agreement. If no payment terms are specified, all charges shall be due and payable within thirty (30) days of the invoice date. Once purchased,

the Order is non-refundable and non-transferable. In the event of cancellation by Purchaser, Purchaser remains responsible for full payment. Management has the right to offer new products or positions on the Platform or through the Event cycle that may not have been offered to or selected by Purchaser. Payments made after the date such payment is due shall accrue interest from the date due until fully paid at a rate equal to the highest rate permitted under New York law. Purchaser shall pay any collection costs incurred by Management in collecting such balances owed, including, but not limited to, court costs, collection fees and attorney's fees.

4. Representations and Warranties. Each Party represents, warrants and covenants that:

(a) Capacity. The 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 the 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 by submission of the agreement order form and acceptance of these Terms & Conditions of Purchase by Purchaser or payment of the amounts set forth on the agreement order form by Purchaser.

(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) Non-Exclusivity. Purchaser acknowledges that Management may enter into agreements with other parties for similar services.

(f) Compliance with Laws. Each Party shall at all times during the term comply with all applicable laws, ordinances, codes, regulations, standards and judicial or administrative orders relevant to its duties, obligations and performance under this Agreement, including, but not limited to, those concerning commercial bribery, corruption and related matters. Management shall have the right to terminate this Agreement on no notice, without liability, for breach of this Section.

(g) 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.

(h) Privacy. The personal data provided by the Purchaser to Management is necessary for the fulfillment, administration, management and execution of the Agreement and may be provided to Management's affiliate(s) and third parties, including, but not limited to, sub-contractors ("Permitted Contacts"), for that purpose. Data provided to Management shall be used in accordance with the Management privacy policy: <https://privacy.reedexpo.com>, as amended from time to time. The individual(s) identified on the agreement order form and later communications as the contact person for the Purchaser may be contacted by the Permitted Contacts for the purposes of facilitating the Order, subject to Management's privacy policy. Purchaser is not expected to Process any Personal Information, however, in the event Purchaser does Process Personal Information, Purchaser shall comply with all applicable obligations set forth in the RELX Privacy and Data Protection Requirements for Suppliers available at <https://www.relx.com/corporate-responsibility/being-a-responsible-business/supply-chain> and incorporated herein by reference. Any terms used but not defined in this Section shall have the meanings provided in the RELX Privacy and Data Protection Requirements for Suppliers.

5. 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. 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. "Affiliate" means those persons or entities located in various countries throughout the world which directly, or indirectly, individually or in combination, Control the Purchaser or Management, are Controlled by the Purchaser or Management, or are under common control with the Purchaser or Management, which Control is now existing or hereafter created or acquired. "Control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and operating policies of a corporation, partnership, joint venture, organization or other business formation through the ownership of voting securities, contract, voting trust, or otherwise.

(d) 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.

6. Use of Trademarks.

(a) Purchaser hereby grants to Management a limited, non-transferable, non-exclusive worldwide royalty-free right and license to use, publish, reproduce, and distribute, in any medium or form whatsoever, Purchaser's and its Affiliates' names, trademarks, logos and/or service marks and the names and likenesses of its officers (collectively, the "Purchaser Marks") in connection with the Order. Notwithstanding the foregoing, the Purchaser Marks and the goodwill associated therewith at all times shall remain the sole and exclusive property of Purchaser.

(b) Management hereby grants to Purchaser a limited, non-transferable, non-exclusive worldwide royalty-free right and license to use, publish, reproduce, and distribute, solely in connection with marketing materials developed by Purchaser which promote the relevant RX Properties or such other obligations as stated in this Agreement, Management's name, the relevant RX Properties' names, trademarks, logos and/or service marks (collectively, the "RX Marks"); provided that, Management shall have the right to approve all uses of RX Marks prior to use by Purchaser.

Notwithstanding the foregoing, the RX Marks and the goodwill associated therewith at all times shall remain the sole and exclusive property of Management.

7. Marketing.

(a) If applicable, a Party shall use such other Party's email lists solely with respect to the Order procured hereunder.

(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 Materials, including, but not limited to, 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.

(c) To the extent Purchaser (and/or any third parties hired by or acting on behalf of Purchaser) manages, operates, administers, runs, or is otherwise responsible for one or more sweepstakes, contests, giveaways, or any other chance- or skill-based promotions in connection with this Agreement (each, a "Promotion"), Purchaser represents and warrants that Management shall not be a sponsor, endorser, or administrator of such Promotion and that Management is not affiliated with or responsible for any aspect of any such Promotion in any way. Purchaser further represents and warrants that the official rules for each Promotion will explicitly release and hold harmless Management and each of its parents, subsidiaries, Affiliates, and divisions; the venue (if occurring in connection with an Event); any other relevant distribution platform; and each of their respective directors, officers, employees, agents, shareholders and successors, as well as any other party that may be indicated to Purchaser by Management, from any and all liability associated with such Promotion.

8. Termination.

(a) Either Party shall have the right at any time to cancel 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) the other Party's insolvency or actions indicating insolvency such as, without limitation, the filing of a petition by or against such party under any chapter of the bankruptcy laws, the appointment of a receiver for such party, or such party's attempt to make a general assignment for the benefit of creditors, or (ii) the other Party's failure to comply with any of its obligations under this Agreement if such failure continues for a period of 10 days after notice thereof is given to such party or (iii) Purchaser's violation of Section 14 (Non-Disparagement).

(b) Management may terminate this Agreement for convenience by providing the other Party with thirty (30) days' advance notice of termination. In the event of termination for convenience by Management, Management may retain any documented fees, costs, or expenses incurred up through the date of termination.

(c) Non-Force Majeure Cancellation. All obligations of Management hereunder with respect to an Event or a Platform shall automatically terminate if, for any reason whatsoever, Management cancels such Event or ceases to operate such Platform. Such termination shall not constitute a material breach hereunder and each Party shall be held harmless from any penalties, financial obligations and legal actions.

9. Insurance.

(a) Insurance Coverage. Throughout the term of this Agreement and for six months thereafter, Purchaser shall maintain at its sole cost and expense, insurance which addresses any and all indemnification obligations and liabilities of Purchaser hereunder as follows: (i) Workers Compensation insurance in an amount compliant with the statutory minimum required by law; (ii) Professional liability insurance including, if the Order includes use of any Platform, Media Liability, Intellectual Property (if applicable) Cyber Liability/Tech Errors & Omissions, Network Security and Privacy Liability Insurance in a minimum amount of US\$2,000,000 aggregate coverage per policy year; and (iii) Commercial General Liability insurance coverage with a minimum combined single limit of US\$2,000,000, covering bodily injury (including death), personal injury, and tangible and intangible property damage liability (including, but not limited to, products liability), with extraterritorial coverage. Such insurance shall name as additional insureds

RELX Inc. and their affiliates, and any additional party Management may reasonably request.

(b) Proof of Insurance. At Management's request, Purchaser shall provide certificates or other acceptable evidence of insurance evidencing the foregoing coverage and shall provide Management with prompt written notice of any material change to the same.

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 due to a Force Majeure; provided however, that a Force Majeure shall not relieve Purchaser from its payment obligations as described in this Agreement. A "Force Majeure" shall be any causes or circumstances beyond a Party's reasonable control, including, without limitation, fire; storm; casualty; flood; epidemic; World Health Organization travel advisory or travel alert; earthquake; hurricane; explosion or accident; blockade embargo; inclement weather; governmental restraints; restraints or orders of civil defense or military authorities; war; act of public enemy; riot or civil disturbance; act or threatened act of terrorism, strike, lockout, boycott or other labor disturbance; venue or distribution platform cancellation, inability to secure sufficient labor; power failure; equipment failure; Technical Impossibility (as defined below); local, state or federal laws, ordinances, rules, orders, decrees or regulations whether legislative, executive or judicial, and whether constitutional or unconstitutional; or other Act of God. Management shall not be responsible for delays, damage, loss, increased costs or other unfavorable conditions arising by virtue of Force Majeure.

(b) If, while this Agreement remains in effect Management determines that it is impossible or commercially unreasonable by reason of a Force Majeure to fulfill the Order (or any part thereof):

(i) the fulfillment of the Order (or any part thereof) shall be postponed until a period in which Management determines that it is feasible and commercially reasonable to fulfill such Order (or any part thereof), the term of this Agreement shall, if necessary, be extended accordingly for a period of time sufficient to fulfill the Order (or any part thereof), such postponement shall not be deemed to be a breach or violation of the terms of this Agreement; and Management shall not be liable for any costs, damages, fees or expenses of Purchaser as a result of such postponement. Management may retain the portion of any fees paid by Purchaser to date and said amount shall be applied to the fulfillment of the Order as though no postponement had occurred. Any remaining payments from Purchaser shall be due in accordance with this Agreement.; or

(ii) the fulfillment of the Order (or any remaining part thereof) shall be cancelled, and such cancellation shall not be deemed to be a breach or violation of the terms of this Agreement. Management shall not be liable for any costs, damages, fees or expenses of Purchaser as a result of such cancellation. Management may retain such part of the contracted amount as shall be required to recompense it for any documented fees, costs, or expenses incurred up to the time of such cancellation.

(c) As used herein, "Technical Impossibility" means delay, disruption, technical impairment, or corruption by infection, computer virus, bugs, tampering, unauthorized intervention, fraud, technical problems, failures, malfunctions or other causes beyond Management's control which may have destroyed, corrupted or undermined the security, integrity or feasibility of fulfillment of Management's obligations hereunder.

11. Indemnification.

(a) Purchaser shall indemnify the Management Parties against, and hold the Management Parties harmless from, any and all costs, expenses, liabilities, and damages, including, without limitation, attorney's fees, which the Management Parties may incur in connection with any actual or alleged suit or claims of infringement of any copyright, patent, trade secret, trademark or other proprietary rights of any third party or the violation of the privacy rights of any third party by reason of the Purchaser's Materials. The "Management Parties" shall be defined as Management, its Affiliates, and each of their respective representatives, agents, successors, assigns, employees, officers and directors.

(b) Each of Management and Purchaser shall indemnify, defend and hold harmless the Purchaser or the Management Parties (as applicable) from and against any and all actual or alleged costs, expenses, liabilities, and damages, including, without limitation, attorney's fees, to third parties arising out of or in connection with: (i) performance of such Party under this

Agreement or breach of any representation, warranty or obligation contained in this Agreement, (ii) the fraud, gross negligence or willful misconduct of such Party, in each case as determined by a court of competent jurisdiction, or (iii) any death, injury or damage to any person or property alleged to have been caused by such Party, except in each instance to the extent solely attributable to the fraud, gross negligence or willful misconduct of the other.

(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) or (b) 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.

(a) MANAGEMENT SHALL NOT BE LIABLE TO PURCHASER 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. WITH RESPECT TO THIS AGREEMENT, IN NO EVENT SHALL MANAGEMENT BE LIABLE TO PURCHASER FOR AGGREGATE DAMAGES IN EXCESS OF THE FEES PAYABLE BY PURCHASER AS SET FORTH IN THIS AGREEMENT.

(b) Management is not responsible for the actions of any third party participant in connection with an Event or Platform hereunder, including any participant's attempt to circumvent or otherwise interfere with the security, integrity, or proper conduct of such Event or Platform. Purchaser's interactions with third parties, including Event or Platform participants in connection with the Event or Platform, are solely between Purchaser and such third party. Additionally, Management is not responsible for any problems or technical malfunction of any network or lines, servers or providers, equipment or software which are beyond Management's control, including, but not limited to, any injury or damage to Purchaser or Purchaser's property or Materials resulting from participation in any Event or Platform.

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. Non-Disparagement. At all times during the term of this Agreement, including, but not limited to, Purchaser's marketing and promotional activities for any RX Properties (if applicable), Purchaser and their personnel shall conduct themselves in accordance with generally accepted decorum which will reflect favorably on the image, reputation and good will of the RX Properties and shall not disparage, through speech or conduct, Management, any of the RX Properties, or, if this Agreement relates to an Event, such Event's sponsors, or the products/services of such sponsors. Additionally, if Purchaser or their personnel participates in an Event or accesses a Platform, they agree to abide by the applicable terms and

conditions and codes of conduct, each as made available on relevant Event or Platform website and as may be updated from time to time by Management. Violation of this Section shall constitute grounds for immediate termination in accordance with Section 8 (Termination) and all amounts due hereunder shall remain due and payable to Management.

15. Notices. All notices, requests, claims, demands and other communications between the Parties shall be in writing to the email address provided by Purchaser on the agreement order form. In the event that Purchaser does not provide an email, or the email is not deliverable, Management's notice obligations hereunder shall be fulfilled via email notice to the contact information on the Purchaser website. Any notices to Management should be sent to ContractNotices@reedexpo.com.

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 Management or any Affiliate of Management 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.** The 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.