

## MRO EVENTS SPONSORSHIP ADDITIONAL TERMS & CONDITIONS

Produced by Aviation Week (“**Show Management**” or “**we**”), a division of Informa Media, Inc. (“**Informa**”; f/k/a Penton Media, Inc.).

By completing, signing and returning this order form, the company identified hereon (“**you**” or “**Company**”) is applying for the specified promotional opportunities in connection with Aviation Week Events (the “**Show**”). [Participation in the promotional opportunities shall be available only to exhibitors who have contracted with Show Management for exhibit space at the Show.] All promotional opportunities are sold and assigned on a first-come, first-served basis. Prior year clients do not have exclusive rights to current year promotional opportunities. Upon written confirmation of acceptance by Show Management, this order form shall become effective and form a binding agreement between you and Show Management. The agreement formed incorporates (i) the terms and conditions set forth on this order form [including any attached addendum] and the Sponsorship and Event Marketing Terms and Conditions (accessible at [events@aviationweek.com](mailto:events@aviationweek.com)) (collectively, “Terms and Conditions”); (ii) the terms, conditions, rules, regulations and guidelines set forth in the Exhibitor Resource Center (accessible at [events@aviationweek.com](mailto:events@aviationweek.com)); and (iii) all additional policies and directives (“Policies”) published or provided by Show Management relating to the Show (collectively, the “**Agreement**”). The foregoing shall control in the following order of priority to the extent there is any direct conflict between or among them: *first*, the Terms and Conditions, *second*, the Exhibitor Resource Center, and *third*, the Policies. Show Management reserves the right to reject any order form for any reason.

**CANCELLATION:** Except as set forth herein, no refunds will be issued. If by one month prior to the Show, fewer than 45 attendees have committed to attending the Show, Show Management shall have the right at that time to terminate this Agreement and return all amounts previously paid by Company hereunder. Such termination shall be without further liability or obligation to either party. In the event Company terminates this Agreement prior to the Show taking place, the following cancellation fees will apply: within 3 months prior to the Show, 100% of the total sponsorship; 4-6 months prior to the Show, 80% of the total sponsorship; 7-9 months prior to the Show, 70% of the total sponsorship; 10-12 months prior to the Show, 50% of the total sponsorship. Cancellation does not relieve Company of its obligations under the Agreement.

## SPONSORSHIP AND EVENT MARKETING TERMS AND CONDITIONS

***Informa acquired Penton Information Services on November 2, 2016, bringing together two great Exhibitions and Information Services Groups to provide a greater range of products and information to our global customer base.***

These Sponsorship and Event Marketing Terms and Conditions supplement the terms and conditions applicable to the promotional opportunities contracted for by Company in (i) the sponsorship section of an exhibit space contract, (ii) a sponsorship or event marketing order form, or (iii) other similar document that references these terms and conditions (each, an "Order Form"). If Company has not contracted for exhibit space at the Show, Company nevertheless acknowledges and agrees that Company is subject to the exhibit space terms and conditions set forth at [events.aviationweek.com](http://events.aviationweek.com) (the "Exhibitor T&C's") to the extent applicable to Company's participation in the Show, provided that the obligations of Company under such Exhibitor T&C's shall be in addition to, and not in substitution for, Company's obligations under this Agreement. If an agency executes any Order Form on behalf of a client, then such agency and such client shall be jointly and severally liable for the payment and performance of the obligations of "Company" hereunder and for any breach of any provision hereof. Terms used herein have the meanings ascribed to them in the Order Form unless otherwise defined herein.

1. RIGHTS. Show Management hereby grants to Company the benefits and rights ("Rights") set forth in the Order Form. To the extent the Rights include the right to use the Show logo or other marks ("Show Marks"), Show Management grants Company the non-exclusive, non-transferable, royalty-free right and license, during the Term (as defined in Section 10 below), to use the Show Marks in the form and manner approved by Show Management solely to enable the Company to exercise its Rights in accordance with this Agreement. If the Rights include any advertising or marketing services (e.g., print, online or mobile ads; promotional email and/or social media campaigns; lead generation), such services shall be governed by the Client Advertising/Marketing Campaigns and Programs Terms & Conditions set forth at <http://engage.informa.com/terms-of-service/client-advertising-and-marketing-services/>. If for any reason, any of the Rights cannot be delivered, Company will be informed as soon as reasonably practicable, and mutually agreed alternative benefits in respect of the Show with an equivalent value will be substituted, or if such alternative benefits cannot be provided, Company's sole and exclusive remedy shall be a refund of the fees paid by Company proportionate to the Rights not received by Company. Show Management's liability for any error or failure to provide the Rights shall in no event exceed a refund of the amounts actually paid by Company hereunder.

2. COMPANY'S OBLIGATIONS. Company shall provide at its cost (i) all artwork relating to its name, logos and other Company marks ("Company Marks") and all other required creative materials ("Creative Materials") within the deadlines set by Show Management, and (ii) such other information as may be requested by Show Management, including samples of any advertising material or any products that are to be promoted in association with the Show, in each case for prior approval by Show Management. Company grants Show Management the non-exclusive, non-transferable, royalty-free right and license, during the Term, to use the Company Marks and Creative Materials in the form and manner approved by Company solely to enable Show Management to perform its obligations hereunder. Company shall not (i) distribute any promotional materials referencing the Show and/or using the Show Marks ("Promotional Materials") until it has received written confirmation from Show Management approving the materials; (ii) engage in any joint promotion with any third party in relation to the Show without the consent of Show Management, or (iii) use or permit the use of the Rights in a manner that will disparage the Show or be otherwise prejudicial or defamatory to the image or reputation of the Show, Show Management or the Show facility. Company shall promptly comply with all instructions and directions issued by or on behalf of Show Management in connection with the Show and its promotion (including without limitation any instructions or directions given in relation to use of the Show facility at which the Show is being held). Show Management shall not be responsible for any failure or delay in providing any of the Rights if such failure or delay occurs directly or indirectly as a result of Company's failure or delay in complying with any of Show Management's instructions or directions.

3. FEE. In consideration of the rights and licenses granted to Company by Show Management, Company shall pay the fee set forth in the Order Form (overdue amounts are subject to interest at the rate of 1.5% per month or, if less, the maximum rate permitted by applicable law). If any invoices billed to the Company or its agent/agency are not paid when due, Show Management reserves the right not to supply, or to cease to supply, any or all of the Rights. Company will not be permitted entry to the Show unless full payment has been made of all outstanding past due invoices billed to Company or its agent/agency. Any default by Company under this Agreement shall constitute a default under any and all other agreements between Show Management and Company including, but not limited to, all contracts relating to the Show (e.g., exhibit space contracts and other fee-based or barter activities; each an "Ancillary Contract"). In such event, Show Management, in its sole discretion, shall be entitled to apply any amounts deposited or paid by Company under any Ancillary Contract to amounts due under this Agreement. If application of any such amount causes a default under an Ancillary Contract, Show Management shall be entitled to such remedies as may be provided in such Ancillary Contract. Similarly, any default under any Ancillary Contract shall constitute a default

hereunder and shall entitle Show Management to its remedies hereunder. Company will be responsible for all expenses (including reasonable legal fees) incurred by Show Management in collecting amounts past due.

4. PROPRIETARY RIGHTS. Each party shall retain and own all right, title, and interest in and to all of its Intellectual Property. "Intellectual Property" of a party shall mean all of its copyrights, copyrightable works, trademarks, service marks, rights of attribution, integrity, and other moral rights, Confidential Information (as defined below), and all other intellectual property rights of any kind under applicable law, possessed, owned, controlled, created, designed, developed, conceived, prepared, obtained, or acquired by such party prior, during, or after the Term. Each party expressly acknowledges that it does not have any right, title, or interest in any Intellectual Property of the other party. Without limiting the foregoing, each party (the "Grantor") retains all right, title and interest in and to its Marks. All goodwill arising from use of the Grantor's Marks by the other party (the "Grantee") will inure to the sole benefit of the Grantor. The Grantee will not use the Grantor's Marks in any manner that will diminish or otherwise damage the Grantor's goodwill in the Grantor's Marks.

5. CONFIDENTIALITY. Each party will use any confidential, proprietary, and/or nonpublic information of the other party or its affiliates ("Confidential Information") solely for the purpose of and to the extent necessary for performing hereunder, will disclose such Confidential Information only to its subcontractors, agents and employees (for each of whose acts or omissions with respect to such Confidential Information the receiving party will be liable), in each case with a need to know same for such purposes, and will use at least the same degree of care in protecting the confidentiality of such Confidential Information as it uses in protecting its own information of a similar type, but in no event less than a reasonable standard of care. Breach of these confidentiality obligations will cause irreparable harm. Either party may seek injunctive relief in any action to enforce the confidentiality obligations herein, and the other party hereby waives the claim or defense that the suing party has an adequate remedy at law.

6. COMPLIANCE WITH LAWS/STANDARDS. Company shall comply with all federal, state, and local laws, rules, standards, regulations and ordinances ("Laws"), including but not limited to copyright laws and all Show Management and Show facility rules and regulations. Company represents and warrants that the Company Marks, Creative Materials, Promotional Materials and any other Intellectual Property it provides for use in connection with the Rights will not violate, infringe or misappropriate any rights of any third party. Company shall be solely responsible for obtaining any necessary tax identification numbers and any licenses, permits or approvals required under any Law and for paying all taxes (including all sales taxes), license fees, use fees, or other fees,

charges, levies or penalties that may become due to any governmental authority in connection with the Rights and Company's participation in the Show. All amounts due from Company to Show Management are exclusive of VAT or other similar taxes, which amounts shall be invoiced to and borne exclusively by Company. Subject to applicable Laws, all amounts due from Company to Show Management shall be paid in full in U.S. dollars (unless a different currency is specified on the Order Form) without reduction for withholding or other taxes, deductions or offsets of any kind. If applicable, (i) Company shall pay the cost of conversion to U.S. dollars, and (ii) any required withholdings or taxes will be paid by Company to the appropriate third party. Company must comply with applicable union work rules if union labor will be made available. If Show Management becomes aware of Company's failure to comply with any applicable Law, such failure to comply shall be cause for termination of the Rights and Company's participation in the Show.

GDPR. Where the parties are subject to the provisions of the General Data Protection Regulation (EU 2016/679) ("GDPR") as a result of processing personal data pursuant to the Order Form, the following shall apply:

**Data Protection Law:** the GDPR and the Directive, as amended or replaced from time to time, and all other national, international or other laws related to data protection and privacy that are applicable to any territory where Show Management or Company processes personal data or is established.

**Directive:** the European Privacy and Electronic Communications Directive (Directive 2002/58/EC).

**Reportable Breach:** a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, personal data transmitted, stored or otherwise processed.

The terms **personal data, controller, processor, processing, data subject** and **supervisory authority** shall have the meanings ascribed to them under the GDPR.

For the purposes of the Order Form and either party's processing of personal data in connection therewith, the parties agree that each party acts as a data controller. Each party shall (i) only process personal data in compliance with, and shall not cause itself or the other party to be in breach of, Data Protection Law, and (ii) act reasonably in providing such information and assistance as the other party may reasonably request to enable the other party to comply with its obligations under Data Protection Law. If either party becomes aware of a Reportable Breach relating to the processing of personal data in

connection with the Order Form, it shall (i) provide the other party with reasonable details of such Reportable Breach without undue delay, and (ii) act reasonably in co-operating with the other party in respect of any communications or notifications to be issued to any data subjects and/or supervisory authorities in respect of the Reportable Breach. If either party receives any communication from any supervisory authority relating to the processing of personal data in connection with the Order Form, it shall (i) provide the other party with reasonable details of such communication, and (ii) act reasonably in co-operating with the other party in respect of any response to the same.

7. LIABILITY FOR DAMAGE. Show Management, Informa and its equity owners and affiliates; Show facility management and its owners, affiliates, lessors and lessees; and official Show service contractors and security services (all of the foregoing in this sentence, collectively, "Show Providers") and each of their respective officers, directors, officials, employees, agents, contractors and representatives (collectively, "Representatives") will not be responsible for the safety or any loss, theft, destruction or damage to property of, or for any injury to, Company or its Representatives for any reason, including without limitation, due to theft, strikes, fire, water, storm, vandalism or other causes (and Company waives all claims against Show Providers and their Representatives, and releases all of them from all liabilities, with respect to same). For the avoidance of doubt, it is Company's responsibility to take out and maintain appropriate insurance in relation to any risks under this Agreement or Company's participation in the Show.

8. INDEMNIFICATION. Company agrees to indemnify, defend, and hold harmless (and to the maximum extent permissible under applicable law, Company hereby expressly releases and discharges ) Informa and its equity owners and affiliates, all other Show Providers, and each of their respective Representatives from and against any and all alleged and/or actual claims, actions, lawsuits, proceedings, damages, penalties, demands, losses, expenses, fees (including reasonable attorney fees), costs or liabilities of any kind or nature whatsoever (collectively, "Claims"), including but not limited to any Claim for property damage and/or personal injury, in connection with, caused by or arising out of participation in the Show and/or Rights by (a) Company, (b) its Representatives (or any other party acting on Company's behalf), or (c) any of Company's servants, invitees, patrons or guests (all of the foregoing in clauses (b) and (c), collectively, "Related Parties"), whether as a result of (i) Company's or any Related Party's act, omission, negligence or willful misconduct, (ii) Company's or any Related Party's actual or alleged violation of any policy of, or actual or alleged breach of any agreement with, Informa or any other Show Provider, (iii) Company's or any Related Party's actual or alleged violation of any applicable Laws, (iv) Company's or any Related Party's actual or

alleged infringement of any third party Intellectual Property or other rights, or (v) otherwise, and in each case, whether or not foreseeable.

9. **FORCE MAJEURE.** Show Management shall not be liable for delay or failure of performance or fulfillment of this Agreement caused by an act of God; action by any governmental or quasi-governmental entity; fire, flood or other disaster; public enemy; insurrection; riot; explosion; embargo; terrorist attacks; strikes whether legal or illegal; labor or material shortage; work slowdown; transportation interruption of any kind; authority of law; any Show building being destroyed or substantially damaged; or any other cause beyond the control of Show Management (“Force Majeure Event”). If the Show is not held or this Agreement is terminated by Show Management due to any Force Majeure Event, Show Management will refund to Company a share of the fees paid by Company proportionate to the Rights that have not been received by Company as of the date of termination, as reasonably calculated by Show Management.

10. **TERM AND TERMINATION.** The term of the Agreement will commence upon written confirmation of acceptance by Show Management of the Order Form executed by Company and will end upon completion of the Show or for such longer period set forth in the Order Form, unless earlier terminated in accordance with the terms hereof (the “Term”). Upon a material breach hereunder (e.g., failure to pay the fees due in strict accordance with the payment terms set forth on the Order Form, failure to comply with any rules, regulations or standards, or default under any Ancillary Contract), Show Management shall have the right to immediately terminate this Agreement and Company’s participation in the Show without incurring any liability therefor. This sentence and Sections 4, 5, 6, 7, 8 and 12 shall survive the expiration or earlier termination of this Agreement, whether by its terms, operation of law or otherwise.

11. **AMENDMENTS TO STANDARDS, RULES AND POLICIES.** Show Management reserves the right to modify all standards, rules and policies, and to adopt additional standards, rules and policies in its sole discretion. Any such modifications and additions shall be made available promptly to Company and shall be effective immediately upon adoption, and Company agrees to comply with all such modifications and additions.

12. **GENERAL.** Each party agrees to perform its obligations hereunder as an independent contractor to the other party, and this Agreement does not create any actual or apparent agency, partnership, joint venture, or relationship of employer and employee between them for any purpose, including taxes or employee benefits. Neither party is authorized to enter into or commit the other party to any agreements, and neither party will represent itself as the agent or legal representative of the other party. Company will not make or consent or cause to be made any public announcement, or produce, distribute

or publish, or consent or cause to be produced, distributed or published, any press release or other public statement referring to the subject matter or content of this Agreement, or the business relationship between the parties, without the express, prior written approval of Show Management. This Agreement shall be governed and construed in accordance with the laws of the State of New York, without regard to its conflicts of laws provisions, and the state and federal courts located in New York, NY shall have exclusive jurisdiction of any actions arising in connection herewith, and each party hereby submits to the jurisdiction of same. Company may not assign or subcontract its rights or obligations under this Agreement without the prior written consent of Show Management. All of the terms and provisions of this Agreement shall be binding on, and shall inure to the benefit of, the respective successors and permitted assigns of the parties. The waiver by either party of a breach or violation of any provision of this Agreement shall not constitute a waiver of any subsequent or other breach or violation.

Dated: July 16, 2018