

EXHIBITOR TERMS AND CONDITIONS

Term: This Agreement is effective at the time the Exhibitor checks the box accepting these Terms and Conditions and submits that acceptance online, and shall expire immediately following the final day of the event/ item as described or until all responsibilities set out in these Terms and Conditions are fulfilled.

Eligibility: TxDOT has the sole right to determine the eligibility of Exhibitor for inclusion in the conference. If TxDOT determines that Exhibitor is not eligible, it will notify Exhibitor and refund any payment.

Costs & Expenses: No booth space will be confirmed without full payment of the booth fee (the "Exhibit Fee"). Payment by credit card can be made through the registration portal. Payments made via check must be received no later than fifteen (15) business days after registration to reserve exhibit booth space.

Cancellation: Exhibitor is responsible for meeting all requirements and deadlines stipulated by TXDOT as well as full payment of the Exhibit Fee. Cancellations must be submitted by email to events@txdot.gov. Cancellations received on or before the date which is 30 days prior to the first day of the event ("Cancellation Date") shall result in a refund of 50% of the Exhibit Fee. No refunds will be made for cancellations received after the Cancellation Date. It is expressly agreed by the Exhibitor that in the event Exhibitor fails to comply with any provisions contained in this Agreement concerning use of exhibit space, TXDOT shall have the right to reassign the booth location or to take possession of said space and lease same, or any part thereof, to such parties and upon such terms and conditions as it may deem proper.

Space and Assignment: TXDOT reserves the right to make the final determination of all space assignments in the best interest of the event. No refunds shall be provided in the case of substitution, alteration or change to the space assignment.

Use of Space: Exhibitor shall not assign, sublet, or share the space allotted with another business or company unless approval has been obtained in writing from TXDOT. Exhibitor is not permitted to feature names or advertisements of non-exhibiting companies or agents in Exhibitor's display. Exhibitor must show only services offered and/or goods manufactured or dealt by them in the regular course of business. Should an article of non-exhibiting company be required for operation or demonstration in Exhibitor's display, identification of such article shall be limited to the usual and regular nameplate, imprint or trademark under which same is sold in the general course of business. No company or organization not assigned exhibit space will be permitted to solicit business within the exhibit areas. Exhibitor shall care for and keep in good order all space occupied by them. Special cleaning and dusting of booth, display and equipment and material will be Exhibitor's responsibility and shall be performed at Exhibitor's expense. Exhibitor may not schedule private functions or events which conflict with the event. TXDOT reserves the right to request and enforce cessation of any non-approved activity as it sees fit. Exhibitor may not use strolling entertainment, nor distribute samples, magazine, or advertising materials in any area outside its exhibit booth including but not limited to, paraphernalia that is associated with or representing a competing or similar entity as the Association or their publications. Any type of product distributed for purposes of display in other exhibitors' booths will be immediately removed and destroyed. The use of objectionable amplifying or lighting equipment may not exceed reasonable limits. TXDOT reserves the right to have Exhibitor remove any strobe lighting that negatively affects other exhibitors or attendees. All activities must be carried on in Exhibitor's contracted exhibit space. Product demonstrations, presentations, and entertainment located within Exhibitor's booth space may not cause significant obstruction of aisles. Entertainment, marketing schemes or activity outside of the assigned space for the purpose of generating traffic to the booth must have the express written consent of TXDOT prior to exhibit area hours. Upon approval, this activity must not interrupt or cause harm to any other exhibitor or their display. If Exhibitor engages in any conduct in violation of this Agreement and/or applicable laws, TXDOT reserves the right to cancel the Exhibitor's space without further notice and without refund of the Exhibit Fee or any other payments made by Exhibitor or remove Exhibitor's exhibit completely from show floor. TXDOT further reserves the right to reject Exhibitor's application in future shows. Further, TXDOT in its absolute discretion, shall have the right at any time to enter and inspect the area occupied by Exhibitor. Exhibitor and its representatives shall at all times conduct themselves in a professional manner and shall not disparage or defame fellow exhibiting companies, TXDOT, or the employees of aforementioned organizations, or engage in other activities detrimental to the event.

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Facilities Rules: Exhibitor agrees to comply with all rules and regulations prescribed by the management of the exhibit facilities, meet the requirements of all local authorities, and obtain, at their own expense, any necessary permits, licenses, or equipment, should any be required for the particular displays or exhibit of the Exhibitor. Exhibitor agrees that failure to conform to all facilities and city rules and regulations may result in the closure of its exhibit by TXDOT.

Americans with Disabilities Act: Exhibitor shall be responsible for making its exhibit space accessible to persons with disabilities as required by the American's with Disabilities Act and shall hold TXDOT, its agents, and employees harmless from any consequences of exhibiting companies that fail in this regard.

Music Licensing: Exhibitor agrees to comply with existing regulations on music licensing and agrees to indemnify and hold harmless TXDOT against any claims or expenses arising from noncompliance with these regulations.

Live/Video Streaming/Photography: Exhibitors and attendees are prohibited from videotaping, video streaming/wireless transmitting or photographing other exhibitors' booths, events or activities during the event, without the express written permission of TXDOT. However, an exhibit booth may be photographed or videotaped with the permission of the legitimate occupants of that booth, but that permission shall only apply to that exhibitor's booth. By submitting your agreement to these Terms and Conditions, Exhibitor gives consent to TXDOT to use images of both your person(s) and/or your display. Booth personnel should immediately notify TXDOT if they believe their booth or another booth is being photographed/videotaped without permission. Television and/or video cameras (including webcams) are prohibited without prior written approval of TXDOT. TXDOT reserves the right to deny, alter or limit such access or distribution as the event is the proprietary property of TXDOT.

Listing and Promotional Materials: By exhibiting at the event, Exhibitor grants TXDOT a free, perpetual, non-exclusive license to use, display, and reproduce the name of the Exhibitor in any directory or listing of exhibitors or event and to use such names in promotional materials. TXDOT shall not be liable for any errors in any listing or for omitting any Exhibitor from any directory or listing pertaining to the event.

Intellectual Property: TXDOT is the sole owner of all right, title, and interest to all TXDOT information, including TXDOT's logo, trademarks, trade names, and copyrighted information. Exhibitor agrees that it shall not use TXDOT's Property in a manner that states or implies that TXDOT endorses Exhibitor or Exhibitor's products or services. Exhibitor is the sole owner of all right, title, and interest to all Exhibitor information, including Exhibitor logos, trademarks, trade names, and copyrighted information, unless otherwise provided. Exhibitor hereby grants to TXDOT a limited, non-exclusive license to use certain of Exhibitor's intellectual property, including names, trademarks, and copyrights (collectively, "Exhibitor Property"), solely to identify Exhibitor as [a/the] Exhibitor of the event/item. Exhibitor represents and warrants that it has not previously disposed of any of the rights herein granted to TXDOT nor previously granted any rights adverse thereto or inconsistent therewith; that there are no rights outstanding which would diminish, encumber or impair the full enjoyment or exercise of the rights herein granted to TXDOT; and that the Exhibitor Property does not and will not violate or infringe upon any patent, copyright, literary, privacy, publicity, trademark, service mark, or any other personal or property right of any third party. Upon termination or expiration of this Agreement, all rights and privileges for use of the Intellectual Property shall expire.

Insurance: During the term of this Agreement, Exhibitor is required to maintain general liability insurance in the annual aggregate for the acts and omissions of Exhibitor. TXDOT is not responsible for property loss or damage and liability for personal injury.

No Use of TXDOT Name for Marketing: Exhibitor agrees not to use the names, logos, or any other marks owned by or associated with TXDOT for marketing or advertising purposes, or on any form of publicity (including Exhibitor's publicly distributed client lists, on Exhibitor's website or in any of Exhibitor's other promotional materials) without the prior written consent of TXDOT in each instance.

Indemnity: Exhibitor shall indemnify and hold harmless TXDOT, its related entities, partners, agents, officers, directors, employees, attorneys, heirs, successors, and assigns from and against any and all claims, losses, damages, judgments, settlements, costs and expenses (including reasonable attorneys' fees and expenses), and liabilities of every kind

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incurred as a result of: (i) any act or omission by Exhibitor or its officers, directors, employees, or agents; (ii) any use of Exhibitor's name, logo, Web site, or other information, products, or services provided by Exhibitor; and/or (iii) the inaccuracy or breach of any of the covenants, representations and warranties made by Exhibitor in this Agreement. This indemnity shall require the payment of costs and expenses by Exhibitor as they occur. This section shall survive any termination or expiration of this Agreement.

Limitation on Liability: NEITHER PARTY WILL HAVE ANY LIABILITY TO THE OTHER PARTY OR TO ANY OTHER PERSON OR ENTITY FOR ANY INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, LOST PROFITS OR OTHER SIMILAR DAMAGES PURSUANT TO THIS EXHIBITORSHIP, EVEN IF THE POSSIBILITY OF SUCH DAMAGES COULD HAVE BEEN FORSEEN BY SUCH PARTY.

Warranties: Each party covenants, warrants and represents that it shall comply with all laws and regulations applicable to this Agreement and the performance of its obligations, and that it shall exercise due care and act in good faith at all times in the performance of its obligations hereunder. The provisions of this section shall survive termination of this Agreement.

Survivability: The ownership, proprietary rights and confidentiality provisions, and any provisions relating to contributions (which obligations are accrued during the term of this Agreement), set forth in this Agreement, and any other provisions that by their sense and context the parties intend to have survive, shall survive the termination of this Agreement for any reason.

Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the state of Texas, without regard to principles of conflicts of law.

Force Majeure: Neither party shall be held liable for any delay or failure in performance of any part of this Agreement (other than failure to pay any sum due) from any cause beyond its control and without its fault or negligence, such as acts of God, acts of civil or military authority, current laws and regulations and changes thereto, embargoes, epidemics, war, terrorists acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, strikes, power blackouts, volcanic action, other major environmental disturbances, unusually severe weather conditions, inability to secure products or services of other persons or transportation facilities, or acts or omissions of transportation or telecommunications common carriers.

Anti-Terrorism: By signing this Agreement, Exhibitor certifies that it does not and will not promote or engage in violence or terrorism. Further, Exhibitor agrees that it shall always comply with all relevant laws prohibiting transactions with individuals and organizations associated with terrorism, including, without limitation, Executive Order 13224 and the Patriot Act. Without limitation, Exhibitor agrees that prior to incurring and making any payment pursuant to this Agreement, it will ensure that the payee is not on the "Specially Designated Nationals" list maintained by the United States Department of the Treasury, or on a terrorist list maintained by the United Nations.

Entire Agreement: This Agreement embodies the entire agreement and understanding of the parties and supersedes all prior agreements and understandings between the parties hereto relating to the subject matter hereof. TXDOT SHALL HAVE FULL POWER TO INTERPRET, AMEND, AND ENFORCE THESE RULES AND REGULATIONS, PROVIDED EXHIBITORS RECEIVE NOTICE OF ANY AMENDMENTS WHEN MADE. EACH EXHIBITOR AND ITS EMPLOYEES AGREES TO ABIDE BY THE FOREGOING RULES AND REGULATIONS AND BY ANY AMENDMENTS OR ADDITIONS THERETO IN CONFORMANCE WITH THE PRECEDING SENTENCE. EXHIBITORS OR THEIR REPRESENTATIVES WHO FAIL TO OBSERVE THESE CONDITIONS OF CONTRACT OR WHO, IN THE OPINION OF SHOW MANAGEMENT, CONDUCT THEMSELVES UNETHICALLY MAY IMMEDIATELY BE DISMISSED FROM THE EXHIBIT AREA WITHOUT REFUND OR OTHER APPEAL.