

Couture Exhibit Space Agreement Terms and Conditions

1. Defined Terms: “Agreement” means, collectively, (i) the Exhibit Space Contract for the Event and any ancillary documents associated therewith, including any Exhibitor Service Manual and notice of booth space assignment provided by Emerald to Exhibitor, and (ii) these Terms and Conditions. In the event of any conflict among the terms of such documents, the terms of these Terms and Conditions shall prevail. “Event” collectively means, the event or events referred to above, on the previous or facing page, or in materials attached hereto, as organized by Emerald X, LLC (“Emerald”). “Facility” means the venue where the Event is held. “Exhibitor” means the company, organization, entity or person entering into this Agreement, as listed on the Exhibit Space Contract.

2. Agreement Acceptance, Eligibility, and Payment: This Agreement becomes binding and effective when it has been manually signed by Exhibitor (if submitted in paper form), submitted electronically by Exhibitor after checking the “I agree” box on the electronic application form, or otherwise accepted by Exhibitor, and, in any event, acknowledged and agreed by Emerald in writing by delivering Exhibitor a booth space assignment confirmation or otherwise confirming in writing Exhibitor’s booth reservation. Emerald may refuse acceptance of any Event application for any or no reason. Eligibility to exhibit at the Event is generally limited to persons or entities that supply products and/or services relevant to the Event. Applicants may be required to submit a description of the nature of their business and the items to be exhibited. Emerald, and its respective successors and assigns, shall be

authorized to rely upon (i) the signature of Exhibitor hereto on this Agreement (if manually signed) which is delivered by facsimile, email or PDF; or (ii) the electronic signature submitted by clicking the “I agree” box on the electronic application form or otherwise, as constituting a duly authorized, irrevocable, actual, current delivery of this Agreement with original ink signatures of each person and entity. Upon this Agreement becoming binding, Exhibitor agrees to pay Emerald the fees, when due, according to the payment schedule stated in the Exhibit Space Contract or on the electronic application form. If this Agreement becomes binding after the last payment date stated on the payment schedule, Exhibitor must make payment in full immediately upon assignment of booth space. Emerald reserves the right to reassign booth space not fully paid for by Exhibitor after the last payment date stated on the payment schedule. If Exhibitor submits its application electronically, payment will be automatically charged and applied according to the payment schedule stated therein. Emerald has the right to charge Exhibitor a late fee of up to 1.5% per month, or the maximum amount allowable by applicable law, on all outstanding amounts owed by Exhibitor. Emerald reserves the right, in its sole discretion, to apply any or all payments made for the Event to any or all outstanding invoices owed to Emerald, including for ad insertions, sponsorships, booth space, or any other product or services offered by Emerald for which Exhibitor has a balance due. All fees paid by Exhibitor to Emerald are non-refundable except as specifically set forth herein. Exhibitor’s payment obligations shall survive any termination of this Agreement.

3. Term: This Agreement commences effective the date it becomes binding and effective per Section 2 and shall terminate upon the conclusion of the Event, including any move out activities following the Event, unless earlier terminated as stated herein.

4. Termination by Emerald: Notwithstanding anything herein to the contrary, Emerald may terminate this Agreement at any time, including during the Event whereby Emerald may evict Exhibitor from the Event, without a refund or liability to Exhibitor of any sort, and without a reduction in fees owed by Exhibitor to Emerald, and without limiting any other remedy Emerald may have: (i) if Exhibitor fails to make any payment required by this Agreement in a timely manner; (ii) upon any breach or threatened breach of this Agreement by Exhibitor; (iii) if Emerald, in its sole discretion, believes the Exhibitor's exhibit is inappropriate for any reason, including, but not limited to, (a) if Exhibitor exhibits products different from what it stated in the application process, or under an undisclosed company or brand name, (b) if Exhibitor exhibits products or displays promotional materials that Emerald, in its sole discretion, reasonably believes infringe the proprietary rights of a third party or if Emerald becomes aware of any actual or alleged infringement of a third party's proprietary rights by Exhibitor in connection with Exhibitor's activities at the Event, or (c) if Exhibitor exhibits products that Emerald reasonably believes Exhibitor is not authorized to exhibit; (iv) if Exhibitor, in Emerald's opinion, fails to comply with the rules and regulations set forth by Emerald and Facility with respect to the Event, disrupts the Event or detracts from the general character of the Event or interferes in any way with another Event exhibitor or participant; or (v) if Exhibitor becomes insolvent, makes any assignment for the benefit of creditors, goes to liquidation or has a receiver or trustee appointed for the benefit of creditors, whether voluntary or otherwise, or seeks the protection of, or has a proceeding instituted against it, under the bankruptcy code, or any similar statute. Additionally, Emerald may terminate this Agreement for convenience at any time for any reason, and upon such termination, shall

be liable only for the amount actually paid to Emerald by Exhibitor for renting exhibit space at the Event.

5. Termination and Reduction of Space by Exhibitor:

(a) Termination other than Due to Foreign Travel Ban5. Termination by Exhibitor: If Exhibitor desires to cancel terminate this contract Agreement it may request to do so only by giving notice thereof in writing to Emerald, with evidence of receipt. In that case, Exhibitor will continue to be liable for all fees governed by this contract Agreement and the dates payments are due, which apply regardless of the date on which this contract Agreement is executed. This amount is considered to be the liquidated and agreed upon damages that Emerald will suffer as a result of Exhibitor's termination. This provision for liquidated and agreed upon damages is not a penalty. The withdrawal of reserved booth space from availability at a time when others would be interested in applying for it will cause Organizer Emerald to sustain substantial damages that may not be determined with mathematical precision. Therefore, the provisions for liquidated and agreed upon damages have been incorporated into this contract as a valid pre-estimate of these damages. The date of cancellation termination shall be the date Emerald receives the notice. Emerald reserves the right to treat Exhibitor's downsizing of booth space as cancellation termination of the original contract Agreement subject to payment of liquidated damages and an offer to purchase new booth space and pay the full fee required for the new booth space. Exhibitor may be required to move to a new location if it requests a downsizing of space.

(b) Termination Due to Foreign Travel Ban. Notwithstanding the provisions of Section 5(a), if an international Exhibitor is unable to participate at the Event solely due to documented circumstances arising from travel restrictions (including COVID-19 related restrictions), bans and/or border closures imposed by either their country of origin or the U.S., then Exhibitor may terminate this Agreement no earlier than the date that is six (6) weeks prior to the scheduled Event and not later than the date that is four (4) weeks prior to the scheduled Event. Subject to Exhibitor's presentation of documentation regarding such travel restrictions acceptable to Emerald in its discretion, Exhibitor may request either a (i) refund its prepaid booth space rental payment or (ii) credit of their prepaid booth fees/conference participation fee to a future Emerald event.

6. Cancellation of Event: If Emerald cancels the Event due to circumstances beyond its reasonable control (including acts of God, natural disasters, fire, epidemic, acts of war and terrorism, government action, labor strike or unavailability of Facility), Emerald shall refund to Exhibitor its booth space rental payment previously paid (less Exhibitor's pro rata share of all costs and expenses incurred and committed by Emerald) in full satisfaction of all liabilities of Emerald and Facility to Exhibitor. Under all circumstances, Emerald reserves the right to postpone, rename or relocate the Event or change the Event dates. If Emerald changes the name of the Event, relocates the Event to another facility within the same geographic area, or changes the Event dates to dates that are not more than 30 days earlier or 30 days later than the originally scheduled dates, no refund will be due to Exhibitor, and Emerald shall assign to Exhibitor, in lieu of the original space, other space as Emerald reasonably deems appropriate, and Exhibitor agrees to accept such space under the terms of this Agreement. If Emerald elects

to cancel the Event other than for a reason previously described in this paragraph, Emerald shall refund to each Exhibitor its entire exhibit space rental payment previously paid, in full satisfaction of all liabilities of Emerald to Exhibitor. Exhibitor agrees that, except as expressly provided in this paragraph, it shall and hereby does waive any and all claims for damages or compensation resulting from or relating to the cancellation, renaming, relocation or rescheduling of the Event.

7. Assumption of Risks; Release: Exhibitor expressly assumes all risks associated with, resulting from or arising in connection with Exhibitor's participation or presence at the Event, including, without limitation, all risks of theft, loss, harm, damage or injury to or of any person (including death), property, business or profits. Exhibitor has sole responsibility for its property and any theft, damage or other loss to that property (whether or not stored in any courtesy storage area), including any subrogation claims by its insurer. Exhibitor shall insure its property against damage, loss and theft and agrees to not make any claims against Emerald or Facility for any loss unless due to the gross negligence or willful misconduct of Emerald or Facility. Neither Emerald nor Facility accepts any responsibility, nor is a bailment created, for property delivered by or to Exhibitor. Neither Emerald nor Facility, nor their respective affiliates, officers, directors, shareholders, agents, representatives, employees and assigns, shall be liable for, and Exhibitor hereby releases all of them from, and covenants not to sue any of them with respect to, any and all risks, losses, damages and liabilities, whether described in this Agreement or not, unless due to the gross negligence or willful misconduct of Emerald or Facility. Exhibitor understands and agrees that the Event stages "Rain or Shine" and Exhibitor receives no allowance of any sort due to weather conditions. Emerald makes no representations or warranties, express or implied, regarding the quality

or character of the Event, including but not limited to the condition of the Facility, noise levels or other inconveniences or disruptions in or around the Facility; the number, nature or quality of persons or organizations who will exhibit at or attend the Event; or any other matter, except as explicitly set forth herein. Exhibitor hereby accepts the Facility and the contracted exhibit space AS IS, with all faults, and without any implied warranties of merchantability or fitness for a particular purpose. This section shall survive any termination of this Agreement.

8. Indemnification: Exhibitor shall indemnify, defend (with legal counsel selected by Emerald) and hold Emerald and Facility, and their respective affiliates, officers, directors, shareholders, agents, representatives, employees and assigns, harmless from and against any and all claims, demands, suits, liabilities, damages, losses, costs, fees (including reasonable attorneys' fees and collection costs) and expenses which result from or arise out of or in connection with: (a) Exhibitor's participation or presence in or at the Event, including the display and sale of goods and services by Exhibitor; (b) any breach by Exhibitor of any representations, agreements, covenants, promises or other obligations under this Agreement or any other contract, arrangement or agreement related to the Event; (c) any matter for which Exhibitor is otherwise responsible under the terms of this Agreement or any other contract, arrangement or agreement; (d) any violation by Exhibitor of any law or ordinance (whether alleged or actual), including the infringement of any patent, copyright, trademark, trade secret or other proprietary right of any third party; (e) any libel, slander, defamation or similar claim arising out of or relating to Exhibitor's actions; and (f) Exhibitor's acts that result in damage, harm or injury (including death) to any person or property at the Event. This section shall survive any termination of this Agreement.

9. Insurance: Exhibitor shall, at its own expense, secure and maintain throughout the term of this Agreement, including Event move-in and move-out days, the following insurance with responsible third party insurance carriers (with an A.M. Best rating of at least A-/VII for Exhibitors insured with a domestic insurance carrier, and with a carrier approved in advance by Emerald for Exhibitors insured with an international insurance carrier): (a) Workers' compensation insurance in an amount as required by applicable law (for domestic Exhibitors); (b) Comprehensive general liability ("CGL") insurance with limits not less than \$1,000,000 per occurrence, \$2,000,000 in the aggregate, combined single limit for broad form bodily injury and property damage, including coverage for personal injury, contractual liability coverage with respect to this Agreement, and operation of mobile equipment, premises, products/completed operations liability coverage, liquor liability (if applicable), and personal/advertising injury liability coverage; (c) Automobile liability insurance with limits not less than \$1,000,000 per occurrence, combined single limit for bodily injury and property damage, including coverage for owned, non-owned and hired vehicles, including loading and unloading operators (if applicable); (d) Umbrella Liability Insurance, with limits of at least \$1,000,000 per occurrence and in the aggregate; and (e) Employers Liability/Stop Gap Liability Insurance with limits of at least \$500,000 for each occurrence. The CGL and Automobile insurance policies shall (a) name as additional insureds Emerald, Facility, and each of their subsidiaries, affiliates, officers, directors, employees, agents and representatives and (b) be primary to any other valid and collectible insurance of Exhibitor and/or Emerald or Facility and shall be written on an occurrence basis. Claims made policies are not acceptable and do not constitute compliance with Exhibitor's obligations under this paragraph. The coverage provided to the additional insureds shall not be limited to the negligence of Exhibitor. The insurance carrier

shall have no right of recovery or subrogation against any additional insured. Copies of certificates of insurance, satisfactory to Emerald, shall be furnished to Emerald at least thirty (30) days before the Event. Exhibitor may not be permitted to enter the Facility until these requirements have been met. Certified copies of the certificates of insurance shall provide that if any of the above-described policies are cancelled before the expiration date thereof, notice will be delivered to Emerald in accordance with policy provisions.

10. Limitation of Liability: Under no circumstances shall Emerald or Facility, or their respective affiliates, officers, directors, shareholders, agents, representatives, employees and assigns, be liable to Exhibitor for any lost profits or any indirect or consequential damages, including, but not limited to, incidental, special, or punitive damages whatsoever, whether or not such damages were reasonably foreseeable or whether or not a party has been advised of the possibility thereof. In no event shall Emerald's maximum liability to Exhibitor, under any circumstance, and regardless of the form of action, exceed the amount actually paid to Emerald by Exhibitor for renting exhibit space at the Event. This section shall survive any termination of this Agreement.

11. Compliance with Laws; Taxes and Licenses: Exhibitor agrees to abide by and observe all applicable federal, state and local laws, codes, ordinances, rules and regulations, and all rules and regulations of the Facility (including any applicable union labor work rules). Without limiting the foregoing, Exhibitor shall ensure that its exhibit space complies with the Americans with Disabilities Act and shall ensure the provision of auxiliary aids and services for its staff or attendees to enable effective communication with disabled Event participants. Exhibitors

must comply with all applicable federal, state and local fire and safety regulations. Any exhibit space that does not pass inspection will be ordered closed until all identified hazards are corrected or removed. Exhibitor shall be solely responsible for obtaining all licenses, permits or approvals under federal, state or local laws applicable to Exhibitor's activities at the Event. Exhibitor shall be solely responsible for obtaining any necessary tax identification numbers and permits and for paying all taxes, including any applicable sales taxes, license fees, use fees, royalties or other fees, charges, levies or penalties that become due to any governmental authority in connection with its activities at the Event. If advised by Emerald to ship merchandise to a specific location, Exhibitor will do so and will not permit the delivery of merchandise to the Facility.

12. Assignment of Space; Exhibit Space Occupancy, Use and

Departure: Exhibit space for the Event shall be assigned by Emerald in its sole discretion. Emerald reserves the right to change any aspect of the floor plan (including, but not limited to, size, shape and orientation) or to move Exhibitor to another similar size booth location prior to or during the Event for any legitimate reason, in Emerald's reasonable discretion. Exhibitor may not assign, sublet, share or license all or any portion of its exhibit space with any third party, except with the prior written consent of Emerald and only if such third party expressly agrees to these Terms and Conditions. Emerald shall specify the hours and dates for installing, occupying and dismantling exhibits. If Exhibitor fails to begin installing its display in its assigned space at least twenty-four (24) hours prior to the Event opening or leaves its space unattended at any time during published Event hours, Emerald shall have the right to take possession of the space and terminate this Agreement with no refund to Exhibitor. All exhibits must be open for business at all times

during the Event. If Exhibitor, through circumstances beyond its reasonable control, is delayed in arrival or set-up, it must notify the appropriate Emerald contact immediately. Additionally, (a) all labor performed by contractors must be complete by two (2) hours prior to published "Event Open Times" and no attendees may visit the booth prior to the Event Open Time; (b) Exhibitor must vacate its booth by the posted move-out time listed in the Exhibitor Service Manual; (c) no one under 18 years of age (or as required by the applicable Facility) shall be admitted on the show floor during move-in/out days of the Event; and (d) no breakdown, dismantling of exhibit, or sale and subsequent removal of exhibit merchandise is permitted before the Event officially ends. If Exhibitor violates subsection (d) hereof, it will be assessed an early breakdown fee of \$500 and may be denied booth space access at future events. Exhibitors that leave excessive materials in their booth space at the end of the published move-out time will be invoiced for labor costs to remove such materials and for any disposal charges. Unless approved in advance by Emerald in writing, the following sales are strictly prohibited during the Event: (a) any retail sales including, but not limited to, any retail sales in violation of the retail sales tax regulations where the Event is being held; (b) any sale where display merchandise changes hands during the Event; and (c) any direct sale from Exhibitor to consumer. The Event is strictly business to business. The use of cameras and video cameras on the exhibit floor is strictly prohibited without the prior written consent of Emerald.

13. Reps, Warranties; Licenses; Communications: Exhibitor grants to Emerald a fully paid, non-exclusive license to use, display and reproduce the name, trade names, product names, and other proprietary property of Exhibitor in any directory (print, electronic or other media) listing exhibitors at the Event, and to use those items in Emerald's promotional

materials. Emerald shall not be liable for any errors in any listings or descriptions or for omitting Exhibitor from any directory or other lists or materials. When Exhibitor provides Emerald any text, graphics, photos, videos, or other material subject to copyright or other intellectual property protection (collectively, "Content"), Exhibitor grants Emerald a worldwide, non-exclusive, permanent, irrevocable, royalty-free license (with the right to sublicense) to use, reproduce, adapt, modify, distribute, publicly perform, publicly display, broadcast, make available, store and archive such Content (in whole or in part), utilizing any and all media now known or hereinafter devised. Exhibitor represents and warrants that: (i) the Content is owned by Exhibitor such that Exhibitor holds the copyright) or Exhibitor has the legal right and license to use the Content and to grant Emerald the right and license to use the Content as provided herein, (ii) Emerald will not need to obtain licenses or permissions from any third party or pay compensation or royalties to any third party with respect to the Content; (iii) the Content does not infringe any third party rights (including, but not limited to, copyright, the right of publicity or privacy, or any other intellectual property right), and (iv) the Content complies, and Exhibitor complies, with all applicable laws related to the subject matter herein. Emerald may also take photographs or videotape of Exhibitor's booth space, products, guests and personnel during, before, or after the Event, and use those photographs or videotape for any promotional purpose. Exhibitor understands and agrees that representatives from various media may visit the Event and photograph, videotape or otherwise record portions of the Event and include any part or all of the same in any broadcast without the express consent of, or liability to, Exhibitor. Emerald hereby grants to Exhibitor a limited, non-exclusive, non-transferable license to use, display and reproduce the name and logo of the Event (the "Marks") on Exhibitor's marketing materials solely and directly in connection with exhibiting at the Event.

This limited license expires at the conclusion of the Event. Emerald may terminate this license immediately at any time upon Exhibitor's breach of the terms of use of this license. Under no circumstances may Exhibitor ever modify in any way the Marks or other trademarks of the Event or of Emerald. By entering into this Agreement and providing contact information, including a telephone number, Exhibitor and its affiliates explicitly consent to being contacted by or on behalf of Emerald for any purposes, including but not limited to, sales, marketing, promotional offers, and customer care, and by any means, including autodialed calls, regardless whether the phone number appears on the National Do-Not-Call Registry (or state equivalent). Exhibitor consent is not required to purchase any goods or services from Emerald.

14. Contractor Services: Emerald has contracted, on an exclusive basis, with official contractors to provide certain services for the Event. Service companies other than the official contractors will not be allowed to perform any of these exclusive services. Non-exclusive services may be performed by exhibitor-appointed contractors ("EACs") within certain guidelines. Please refer to the Exhibitor Service Manual for a listing of exclusive services and EAC guidelines.

15. Character of Displays; Use of Aisles and Common Areas;

Sound: Distribution of samples, printed matter of any kind, and any promotional material is restricted to the exhibit booth. Strolling entertainment or moving advertisements outside of Exhibitor's exhibit space are prohibited. All exhibits shall display products or services in a tasteful manner. The aisles, passageways and overhead spaces remain strictly under the control of Emerald and no signs, decorations, banners, advertising material or special exhibits will be permitted in such areas

except by written permission of Emerald. All booth equipment (i.e., tables, chairs, displays, etc.) must not protrude into the aisles under any circumstance. Balloons and stickers (including handouts with gummed backing that adhere or cause adhesion) are prohibited in the exhibit area and Facility. Exhibits must be arranged so that show attendees do not stand in the aisle while viewing the exhibit or watching demonstrations. The use of devices for mechanical reproduction of sound or music may or may not be permitted in Emerald's sole discretion. Sound of any kind must not be projected outside of Exhibitor's exhibit space. Exhibitor is responsible for acquiring any necessary license to play copyrighted music or otherwise utilize third party materials subject to copyright or other protections. Exhibitor is specifically prohibited from employing any carnival-type attraction or from operating noise-creating devices such as bells, horns or megaphones.

16. Outside Exhibits/Hospitality Suites: Exhibitor is prohibited, without Emerald's prior written approval, from displaying products or services, and/or other advertising material, in areas outside its booth space such as, but not limited to, aisles, parking lots, hotel lobbies, lounges, corridors, sleeping rooms, etc. Exhibitor is also prohibited from conducting unauthorized Facility tours. Exhibitor shall not operate hospitality functions or conduct other activities that may interfere with Event attendance during hours in which the Event is open or when any Emerald-sponsored activities are being held. All requests for a hospitality suite or public function space must be made through Emerald. If Exhibitor fails to occupy its exhibit space for any reason during official Event hours, Emerald reserves the right to notify the applicable venue to cancel any hospitality space and/or hotel guest

rooms under Exhibitor's name, but Exhibitor shall remain liable for such hotel or applicable venue fees.

17. Freight Shipment: Exhibitor should use the shipping labels provided by Emerald for the Event to ensure proper shipment and identification of freight to the Event. Shipments made in advance to the authorized Event contractor, as per instructions in the Exhibitor Service Manual, will be delivered to Exhibitor's booth. At the close of Event, if Exhibitor desires to arrange shipment of its exhibit materials by its own carrier, it should submit a bill of lading for pick-up and inform Event's authorized contractor of its arrangements. If the pick-up does not occur within a reasonable time, the authorized contractor may take the shipment to the contractor's warehouse at Exhibitor's own risk and expense.

18. Disputes: Any and all disputes or claims arising out of or relating in any way to this Agreement, any Event, and/or any services provided or representations made by Emerald will be resolved in binding arbitration by a single neutral arbitrator, rather than in court. This includes any disputes or claims concerning any prior event or agreement between the same parties or affiliated parties. There is no judge or jury in arbitration, and court review of an arbitration award is limited. However, an arbitrator can award on an individual basis the same damages and relief as a court and must follow and enforce the Agreement and these Terms and Conditions as a court would. Arbitrations will be conducted by the American Arbitration Association (AAA) pursuant to its Commercial Arbitration Rules, which are available at www.adr.org. If Exhibitor commences an arbitration, Exhibitor will be responsible for filing fees and arbitrators' fees as set forth in the AAA rules. To commence an arbitration, Exhibitor must send written notice to Emerald attn.: Legal

Department, 31910 Del Obispo, Suite 200, San Juan Capistrano, CA 92675, and to the AAA, fully describing any and all claims. If Emerald commences arbitration against Exhibitor, Emerald will be responsible for filing fees and may provide written notice to Exhibitor at any physical or email address Exhibitor provided in connection with this Agreement. If an in-person hearing is required by the AAA rules or the arbitrator, the hearing will take place in New York County, NY, except as otherwise agreed by the parties or ordered by the arbitrator. An arbitration award may be enforced by any court with competent jurisdiction. Any and all proceedings to resolve claims or disputes will be conducted only on an individual basis and not in a class, consolidated or representative action. If for any reason a claim proceeds in court rather than in arbitration the parties waive any right to a jury trial. This section shall survive any termination of this Agreement.

19. Governing Law: This Agreement is governed by and shall be construed in accordance with the Federal Arbitration Act, federal arbitration law, and the laws of the State of New York, without regard to principles of conflicts of laws. To the extent that any claim or dispute proceeds in court rather than in arbitration, Exhibitor hereby submits to the jurisdiction of the federal and state courts located in New York County, NY, and waives all objections to venue or inconvenient forum, and any right to assert lack of personal jurisdiction. This section shall survive any termination of this Agreement.

20. Miscellaneous: This Agreement does not create any joint venture, partnership, agency, or employment relationship between the parties. Emerald and Exhibitor are independent contractors with respect to one another under the terms of this Agreement. Neither party shall have the

authority to legally bind the other party to any contract, proposal, or commitment or to incur any debt or create any liability on behalf of the other. Exhibitor shall not assign or otherwise transfer this Agreement or any right or obligation hereunder to any other party without the prior written consent of Emerald; any attempted assignment in violation of this provision is null and void. No provision or part of this Agreement or remedy hereunder may be waived except by a writing signed by a duly authorized representative of Emerald and a signed waiver shall not be construed as a waiver of any subsequent breach of or default under the same or any other provision of this Agreement, nor shall any delay or omission on the part of Emerald to exercise or avail itself of any right or remedy that it has or may have hereunder operate as a waiver of any right or remedy. Failure or delay by Emerald to enforce any provision of this Agreement will not be deemed a waiver of future enforcement of that or any other provision. This Agreement represents the entire agreement between Emerald and Exhibitor relating to the subject matter contained herein and supersedes any prior written or oral understandings, agreements or representations by or between Emerald and Exhibitor relating to the subject matter contained herein. Any amendment to this Agreement must be in writing and signed by an authorized representative of Emerald. In the event that any provision of this Agreement is found to be unenforceable, such provision will be reformed only to the extent necessary to make it enforceable, and such provision as so reformed will continue in effect, consistent with the intent of the parties as of the Effective Date. Whenever the words "include," "includes" or "including" are used in this Agreement, they shall be deemed to be followed by the words "without limitation." The parties have participated jointly in negotiating and drafting this Agreement. In the event that an ambiguity or a question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the

parties, and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provision of this Agreement. Exhibitor represents and warrants that the party executing this Agreement on behalf of Exhibitor is duly authorized to act on behalf of Exhibitor and to execute this Agreement and legally bind Exhibitor to the terms contained herein. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email or scanned copies, pdf, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement. The parties intend this statement of their agreement to constitute the final, complete, exclusive and fully integrated statement of the parties' agreement. This section shall survive any termination of this Agreement.