

## TERMS AND CONDITIONS

The following terms and conditions (“Terms and Conditions”) govern the Company’s purchase of any exhibit space (“Exhibit Space”) related to the Event from Fire Safety Exhibitions, LLC (FSE), which is identified in the applicable FSE order (“Order”). FSE and the Company (together, the “Parties”) intend for these express Terms and Conditions (including any applicable Order) to exclusively govern and control each of the Parties’ respective rights and obligations regarding the Exhibit Space. If any terms and conditions contained in a purchase order, customer invoice, or customer confirmation supplement or conflict with these Terms and Conditions, the applicable provisions of these Terms and Conditions will prevail and such additional, contrary, or different terms will have no force or effect.

1. **DEFINITIONS.** The term “Event” means the NFPA Conference & Expo® on the dates listed the applicable order form. The term “Company” means the company that has applied for Exhibit Space on the applicable FSE order. The term “Authorized Representatives” means Company’s participating employees or agents who have been designated in writing to FSE as the exhibitor of record for the Event. The “Order” means the electronic order(s) submitted by Company to FSE in connection with the Event. Together, the Order and these Terms and Conditions are also referred to herein as the “Agreement”. The Agreement is effective when executed electronically by Company and accepted by FSE.
2. **DATE(S) OF THE EVENT.** The Event date(s) are stated on the Order. FSE has the right to postpone, shorten or cancel the Event. In the event of postponement or shortening of the Event, the Agreement shall be deemed valid for the new dates and duration and confers no right on the Company to withdraw from the Agreement. If the Event is canceled by FSE, the Agreement will be terminated with no liability to FSE except that FSE shall be obligated to refund fees paid by Company, as may be required under **Error! Bookmark not defined.**31.
3. **ADMISSION.** Admission is open to adults affiliated with the industries served by the Event. No persons under 18 years of age will be admitted to the Event. FSE shall have sole control over admission policies at all times.
4. **ELIGIBLE EXHIBITS.** Exhibits will be limited to those companies or organizations offering materials, products, or services that FSE determines may be of interest to Event attendees. FSE reserves the right to determine the eligibility of any exhibit, including display of products.
5. **APPLICATION FOR SPACE.** Application for exhibit space is made by executing the duly signed Agreement to FSE. Company shall not assign, sublease, sublicense or otherwise grant rights to a third party for use of the Exhibit Space (or any part thereof) without the prior written consent of FSE, which consent may be denied in its sole discretion. Any purported assignment, sublease, or sublicense in violation of this Section shall be null and void. No assignment, sublease, or sublicense shall relieve Company of any of its obligations hereunder. Company may not exhibit, offer for sale, give as a premium, or advertise articles not manufactured or sold in Company’s own name, except where such articles are required for the proper demonstration of operation of Company’s display, in which case identification of such articles shall be limited to the regular nameplate, imprint, or other identification which in standard practice appears normally on them.
6. **ALLOCATION OF SPACE.** No Exhibit Space shall be assigned until this Agreement is accepted by FSE. Once FSE has accepted this Agreement for Exhibit Space, FSE generally allocates space based on a points system, which is detailed in FSE’s Event policies and exhibitor manual. To the extent multiple companies have the same number of points, space is then allocated on a first-come, first-served basis. Companies with no points will be allocated space on a first-come, first-served basis. FSE will attempt to place Company in a requested space and location, but no guarantee can be given as to the ultimate location. FSE reserves the right to move exhibit location of Company, from time to time, in order to allow companies already signed for the show to increase their space if necessary, or for any other reason. FSE in its sole discretion reserves the right to add, alter, or delete from the floor plan at any time. Should circumstances make it necessary, in FSE’s sole discretion, it may move an already allotted space from one place to another, reduce the size of the space, close or alter the location of any exits or entries, carry through any structural alterations or make any other changes it deems appropriate in its sole discretion. If the contracted space is reduced by such changes, Company’s fee will be adjusted proportionately. FSE shall not be liable for errors in acceptance of the Order or allocation of space.
7. **FEES; TERMS OF PAYMENT.** All fees for Exhibit Space are payable by Company to FSE and identified in the Order. Payment must be received upon receipt of invoice. Fees are exclusive of all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any governmental authority on any amounts payable by Company under this Agreement. Company shall be responsible for all such charges, costs, and taxes. Company shall also reimburse FSE for all costs incurred in collecting any late payments, including, without limitation, attorneys’ fees. In addition to all other remedies available under this Agreement or at law (which FSE does not waive by the exercise of any rights hereunder), FSE shall be entitled to release Exhibit Space if Company fails to make timely payment of fees when due hereunder and such failure such failure continues for 30 calendar days following written notice to Company. Company may not withhold or reduce payment by virtue of any claims against FSE in connection with this Agreement. Notwithstanding the foregoing, FSE must receive Company’s payment in full for Exhibit Space and a fully executed Agreement prior to the first day of the Event and upon Company’s failure to do so, FSE shall possess and, at its option, reassign the Exhibit Space. In such event, Company remains fully liable, as liquidated damages, for the total package price set forth in the Order, but shall have no right to use the Exhibit Space.
8. **DEFAULT.** If Company is in breach of any of its obligations under this Agreement, including without limitation any FSE or Event venue rules, FSE may, without notice, terminate this Agreement and retain all fees received on account as liquidated damages. FSE may thereupon direct the Company forthwith to remove its Authorized Representatives and all of its articles of merchandise and other personal property from the space contracted for and from the Exhibition Space and the Event venue.
9. **WITHDRAWAL FROM PARTICIPATION.** Company may withdraw from participating as an exhibitor or sponsor with written notice to FSE up to thirty (30) calendar days following Company’s submission of an executed Agreement, or by February 15, 2022, whichever is first. In such instance, Company will receive a refund of fees paid, less a ten percent (10%) processing fee. If Company provides written notice and withdraws from the Event on or after March 1, 2022, Company remains fully liable, as liquidated damages, for the total package price set forth in the Order, plus any extra costs incurred by FSE as a result of the withdrawal (including, but not limited to structural changes to the Event floor plan or relocation of other exhibitors necessitated by the cancellation).
10. **ACCESS TO INFORMATION ABOUT EVENT ATTENDEES.** FSE shall not provide information about Event attendees to Company except as otherwise provided under this Agreement. Company can collect information directly from Event attendees (“leads”), but shall only collect

leads within Company's Exhibit Space. Company is solely responsible for obtaining affirmative consent from Event attendees to collect and use any personal information, such as first name, last name, company affiliation, physical address, email address or any other information pertaining to a natural person ("personal information"). If Company utilizes lead generation equipment provided by FSE during the Event (such as equipment to scan a registration badge or pass) ("lead generation equipment"), Company hereby warrants and represents to FSE that: (i) it shall not use lead generation equipment to collect personal information in violation of applicable laws (including, but not limited to privacy laws); and (ii) it shall obtain express written consent from any Event attendee to scan the Event registration badge to allow FSE to share, and Company to collect and use such Event attendee's personal information. Any personal information collected using FSE-provided lead generation equipment shall be made available as-is and as available and FSE makes no representations or warranties regarding Company's ability to use the Event attendee personal information. Company expressly agrees to comply with all laws applicable to personal information (including, but not limited to U.S. and global privacy laws and electronic advertising and marketing laws) in connection with the Event and is solely responsible for obtaining any consents or permissions as may be required under law.

11. **ADVERTISING; MARKETING CONTENT; LISTINGS; PROMOTIONAL MATERIAL.** Company grants to FSE a fully-paid, world-wide, perpetual, non-exclusive license to use, display and reproduce Company's name, trade names, product names, trademark or servicemark in any Event directory, Event materials, marketing, and advertising materials or in connection with exhibitor benefit identified on the Order (and in print, electronic or other media). FSE is not liable for any errors or omissions in any show guide listings or descriptions.
12. **RULES AND REGULATIONS.** Company will abide by all rules and regulations related to the Event promulgated by FSE, the National Fire Protection Association (NFPA), and the venue where the Event is held, including, but not limited to construction, maintenance and tear-down of Exhibit Space and the exhibitor manual. Any matters not specifically covered by the preceding rules shall be subject solely to the decision of FSE. FSE shall have sole authority regarding interpretation, amendment, and enforcement of all said rules and regulations, and that any such amendments when made and brought to the notice of the said Company shall be and become part hereof. FSE reserves the right to determine the suitability and appropriateness of all exhibits and the attire and conduct of all Company representatives in connection with the Event and to regulate the same at its sole discretion, which includes, but is not limited to FSE's right to remove Company and/or Company's Authorized Representative(s) or all or a portion of Company's exhibit from participation in the Event. Company will not discriminate against any person in connection with admission to its booth, services rendered, or privileges offered, on the basis of race, creed, ancestry, sexual orientation, gender identity, disability, color, sex, gender, marital status, age, religion, or national origin. Company will not use any copyrighted music or dramatic materials, or any other property owned by a third party without first obtaining licenses for the use of the same. Company shall not publish or display information related to the Event that is false or misleading or claims endorsement in any way by NFPA of Company products or services. Rulings of the FSE shall in all instances be final regarding use of any Exhibit Space.
13. **AUTHORIZED REPRESENTATIVES.** Company must identify in writing to FSE Company's participating employees or agents as the exhibitor of record for the Event ("Authorized Representatives") and Exhibit Space access shall be restricted to only Authorized Representatives. Company's Authorized Representatives shall wear identification furnished by FSE at all times, and FSE reserves the right to limit the number of Authorized Representatives in the Exhibit Space. Exhibit Space must be staffed by Authorized Representatives during all open Event hours.
14. **DAMAGE, LOSS.** Company is liable for any damage caused to Event venue building floors, walls, or columns, or to standard Exhibit Space equipment or to other companies' property. Company shall not apply lacquer, adhesives, or other coating to building columns or floors or to standard Exhibit Space equipment. FSE shall bear no responsibility for damage to Company's property, or lost shipments either coming in or going out, nor for moving costs. Damage to inadequately packed property is Company's own responsibility. If exhibit fails to arrive, Company is nevertheless responsible for Exhibit Space cost.
15. **SPECIAL SERVICES.** Electricity, water, and other utilities, as well as other special services needed by Company, are provided only when the Company orders and agrees to pay for them specially from the persons authorized to supply such services in conformity with applicable law, local ordinances, Event venue policies, insurance and other requirements as determined by FSE.
16. **FIRE AND ELECTRICAL SAFETY LAWS.** All applicable fire and electrical safety laws and regulations must be strictly observed by the Company. Cloth decorations must be flameproof. Wiring must comply with applicable law, including any local Fire Department requirements. Smoking in exhibits is forbidden. Crowding will be restricted, and aisles and fire exits shall not be blocked by exhibits. No displays of paper, cardboard boxes, pine boughs, leafy decorations, trees, or tree branches are allowed. Acetone and most rayon drapes are not flameproof and may be prohibited. No storage behind exhibits is provided or permitted. All wiring on displays or display fixtures must conform to applicable law. All display wiring must exhibit the seal and/or such other seals of official approving agencies as may be required at the site of the Exhibit Space.
17. **DECORATION.** FSE shall have full discretion and authority in the placing, arrangement and appearance of all items displayed by Company and may require the replacing, rearrangement or redecorating of any item or of any exhibit space, at the Company's expense. Company must make certain that surfaces or dividers and back-walls are finished in such a manner as not to be unsightly or have logos or promotion facing companies in adjoining exhibit spaces. If such surfaces remain unfinished by the "must be set time" outlined in the FSE exhibitor manual, FSE shall authorize the Event official decorator to implement the necessary finishing at the Company's expense. Any displays on which set-up has not been started by the "must be set time" outlined in FSE's exhibitor manual and FSE reserves the right to have such displays installed at the Company's expense. FSE will not allow any installation or moving of exhibit spaces or freight one-hour prior to the opening of the exhibit floor. Exhibit Spaces and/or displays must be built, erected within the height limits and guidelines set forth in FSE's exhibitor manual. Any Company whose Exhibit Space exceeds the height limits and/ or guidelines will be required at Company's own expense to alter the display to conform to the limits and guidelines. All Exhibit Space floor areas must be covered with carpet or approved covering. In the event of non-compliance, FSE reserves the right to have the display area covered with proper floor coverings at the Company's expense.
18. **CONDUCT AT THE EXHIBIT SPACE.** Company's conduct of retail sales within the Exhibit Space are subject to rules set forth by FSE and the Event venue and strictly limited to Company's Exhibit Space. Company shall be responsible for all applicable federal, state, and local taxes. Subject to the foregoing, the distribution of samples, souvenirs, publications, or other sales or sales promotion activities must be conducted by

Company only from Company's Exhibit Space. The distribution of any articles that interfere with the activities or obstructs access to neighboring exhibit spaces, or that impedes aisles, is prohibited.

19. **SOUND LEVEL.** Mechanical or electrical devices which produce sound must be operated so as not to prove disturbing to other exhibitors. FSE reserves the right to determine the acceptable sound level in all such instances.
20. **LOTTERIES, CONTESTS.** The operation of games of chance, or lottery devices, or the actual or simulated pursuit of any recreation past time is permitted only to the extent permitted by applicable law and on written approval from FSE. Furthermore, any such activity shall remain within the constraints of the Exhibit Space only.
21. **EVENT MANAGEMENT, EXHIBIT CONSTRUCTION AND TEAR DOWN.** FSE will manage and coordinate all aspects of the Event space and may appoint any subcontractors or outside sources of supply as it deems fit to assist in carrying out this responsibility. To assure orderly and efficient installation, operation, and removal of the displays, and to minimize confusion by the presence or solicitation of unknown or unqualified firms, FSE, has designated an official service contractor. To the extent approved in writing by FSE, the Company may be free to use its own display house providing the outside contractor for set up and dismantle of the exhibit submits a request, in writing, along with a list of the names of all display company representatives working in the exhibit area along with the proof of liability insurance satisfactory to FSE. Set-up and tear-down hours are listed in the exhibitor manual issued by FSE and are subject to change, upon notice to Company. All arriving goods and exhibits will be received at receiving areas designated by FSE. All incoming goods and exhibits must be plainly marked and all charges prepaid. If Company is not set up by the time specified in the exhibitor manual, FSE reserves the right to possess and/or re-assign the allocated space to another company or to make other use of the space as it deems appropriate, in its sole discretion. The cost for any such re-assignment or allocation will be solely Company's responsibility. Exhibits are to be kept intact until the Event ends as listed in the exhibitor manual. Company shall not remove any part of an exhibit during the Event without written prior permission from FSE. All exhibits must be dismantled and removed from the Event venue by the time described in the exhibitor manual. In the event any Company fails to remove its exhibit in the allotted time, the FSE reserves the right, at the Company's expense, to ship the exhibit through a carrier of FSE's choosing or to place the same in a storage warehouse subject to the Company's disposition or make such other disposition of this property as it may deem desirable without any liability to FSE. Company shall have an Authorized Representative on site during setup and dismantling periods to oversee exhibit materials, receipt, and shipment.
22. **EVENT SECURITY.** Neither FSE nor the Event venue is under any obligation to provide security services for the Exhibit Space. Whether or not such security is provided, Company shall be solely responsible for the protection of its property and its confidential and proprietary information, and for obtaining insurance with respect thereto. FSE makes no representation or warranty whatsoever regarding security and disclaims all liability with respect to security of the premises or Company's goods or equipment. Company hereby releases and shall hold FSE harmless with respect to the same. Company shall inform FSE in writing about any arrangements Company has in place for its Exhibit Space security (which shall be at Company's sole cost and expense).
23. **RECORDING OF EVENT.** Company acknowledges that the Event may be recorded and reproduced in any form (including but not limited to digital formats) and hereby authorizes FSE and its designees to record, transcribe, modify, reproduce, publicly perform, display, distribute, redistribute, and transmit in any form and for any purpose any such recording of the Event. FSE shall also have the right to take photographs of Company's booth space, exhibit, and personnel during, before or after the open hours of the Event and use such photographs for any lawful purpose. Only those professional photographers approved by FSE will be allowed on the event floor. Any individual, whether exhibitor or attendee, is prohibited from taking photographs or electronic images of exhibit displays or their contents without the permission of the exhibitor involved. Violators will be escorted off the exhibit floor and will forfeit their credentials and/or film.
24. **NO USE OF NFPA NAME, LOGO.** Company shall not reproduce the Event's or NFPA's logo, name, marks, or other insignia on Company materials or any other documents or advertising materials, without NFPA's prior written consent.
25. **NO ENDORSEMENT OR APPROVAL.** Acceptance as an exhibitor at the Event does not in any way imply endorsement or approval by FSE or NFPA of the Company, or any of its advertising claims, products, or services. The Company shall not claim or imply, directly or indirectly any such FSE or NFPA endorsement or approval.
26. **INSURANCE.** Each party shall, at its own expense, maintain and carry insurance in full force and effect which includes, but is not limited to commercial general liability insurance in a sum no less than USD \$1,000,000 "per occurrence" with financially sound and reputable insurers.
27. **INDEMNIFICATION.** Company shall defend, indemnify, and hold harmless FSE, including its directors, officers, employees, agents, subsidiaries and affiliates, from and against any and all losses, liabilities, damages, judgments, awards, expenses, claims, actions, lawsuits and costs, including reasonable attorney's fees and other expenses that arise from or relate to third party claims or suits brought against FSE to the extent directly or indirectly caused by the Company in its performance or its failure to perform hereunder and that causes or contributes to any actual or alleged (i) breach of any warranty, representation, or agreement made by the Company under this Agreement, and/or (ii) negligence or willful misconduct in performing or breaching its obligations hereunder.
28. **DISCLAIMER OF WARRANTIES.** FSE MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE NUMBER, QUALITY OR CHARACTER OF PERSONS WHO WILL ATTEND THE EVENT. THE EXHIBIT SPACE IS PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTY OF ANY KIND WHATSOEVER. WITHOUT LIMITING THE FOREGOING, FSE HEREBY DISCLAIMS TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW ANY EXPRESS OR IMPLIED REPRESENTATION OR WARRANTY WHATSOEVER, WHETHER ORAL OR WRITTEN, WHETHER ARISING BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE, TRADE, OR OTHERWISE THAT THE EVENT, EXHIBIT SPACE WILL MEET COMPANY'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT OR BE SECURE, INCLUDING ANY (A) WARRANTY OF MERCHANTABILITY; (B) WARRANTY FOR A PARTICULAR PURPOSE; OR (C) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY.
29. **LIMITATION OF LIABILITY.** TO THE EXTENT PERMITTED BY LAW, IN NO EVENT SHALL FSE OR ANY OF ITS REPRESENTATIVES OR AFFILIATES BE LIABLE TO COMPANY OR ANY THIRD PARTY FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR ENHANCED DAMAGES, LOST PROFITS OR REVENUES OR DIMINUTION IN VALUE ARISING OUT OF, RELATING TO, OR IN CONNECTION WITH ANY BREACH OF THIS AGREEMENT, REGARDLESS OF (A) WHETHER SUCH DAMAGES WERE FORESEEABLE; (B) WHETHER FSE WAS ADVISED OF THE POSSIBILITY

OF SUCH DAMAGES; AND (C) THE LEGAL OR EQUITABLE THEORY, WHETHER IN CONTRACT, TORT OR OTHERWISE, UPON WHICH THE CLAIM IS BASED.

30. **MAXIMUM LIABILITY.** IN NO EVENT SHALL FSE'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF THIS AGREEMENT, RELATED CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE TOTAL AMOUNTS ACTUALLY PAID TO NFPA PURSUANT TO THIS AGREEMENT IN THE ONE YEAR PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM.
31. **CANCELLATION OF EVENT; FORCE MAJEURE.** If FSE cancels the Event or is delayed or prevented from performing its obligations under this Agreement by reason of (i) acts of God; (ii) flood, fire, epidemic, pandemic, earthquake or explosion; (iii) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (iv) government order or law; (v) actions, embargoes or blockades in effect on or after the date of this Agreement; (vi) action by any governmental authority; (vii) national or regional emergency; (viii) strikes, labor stoppages or slowdowns or other industrial disturbances; (ix) shortage of adequate power, Internet availability, or transportation facilities, (x) failure of subcontractors to perform in timely fashion; (xi) the premises become, in the sole discretion of FSE, unfit for occupancy; (xii) performance of the Event is, in FSE's sole discretion, materially or substantially interfered by any cause or causes not reasonably within FSE's control; or (xiii) any other cause beyond FSE's control ("Force Majeure Events"), the performance of such obligation shall be excused and FSE shall not be liable for any expenditure, liability or loss incurred by Company. FSE shall refund fees paid to FSE Company if FSE cancels for a Force Majeure Event, except that FSE may offset such refund by any Event-related expenses that FSE has incurred up to the date of cancellation. No refund for cancellation shall be owed to any company that withdraws from the Event prior to its cancellation (except as explicitly provided in Section 9).
32. **INDEPENDENT CONTRACTOR.** FSE is an independent contractor and is not Company's agent, distributor, or representative of the other; nothing herein shall create a partnership or joint venture.
33. **ASSIGNMENT.** Company shall not transfer or assign its rights or obligations hereunder without FSE's advance written consent and shall not use the Exhibit Space to market or advertise any products or services other than those of the Company.
34. **NO WAIVER.** No waiver of any right or remedy with respect to any occurrence or event on one occasion shall be deemed a waiver of such right or remedy with respect to such occurrence or event on any other occasion.
35. **GOVERNING LAW/JURISDICTION/VENUE.** These Terms and Conditions shall be construed in accordance with the laws of the Commonwealth of Massachusetts excluding its conflict of law provisions. The Parties agree to sole venue in the state or federal courts located in the Commonwealth of Massachusetts, USA, and each party consents to the jurisdiction of such courts over itself in any action related to these Terms and Conditions.
36. **ENTIRE AGREEMENT.** All matters pertaining to the Event and not specifically covered by the terms and conditions of this Agreement are subject to FSE's sole discretion. FSE may adopt, amend, or revoke any established rules and regulations from time to time, on reasonable notice to Company. Any such rules or regulations, including but not limited to those in communication from FSE to Company are hereby incorporated in this Agreement and have the same effect as if set forth herein. This Agreement, including any additional rules or regulations adopted by FSE, states the entire agreement between the parties and may not be amended without FSE's written consent.