

1. PURPOSE OF THE VIRTUAL EXPO ENGAGEMENT PLATFORM

ISTE20 Live is an educational conference and expo providing relevant content to the edtech community. The virtual expo portion of the virtual platform is a vital element of this conference, and serves to connect attendees and industry participants through a digital interface both during and well after the conference comes to a close. The purpose of the event is educational in nature. Any sessions or demonstrations lead by the exhibitor should be focused on education and should not be sales pitches. It is permissible to post product pricing and order information as part of resources that reside on organization profiles, but order taking or pricing information cannot be shared as part of demonstrations or in any content delivery provided by the exhibitor.

2. GENERAL TERMS

The ISTE20 Virtual Conference, expo engagement platform, and supporting advertising/marketing opportunities, in some cases, require the submission of photos, videos and other graphic assets by the exhibitor to Exhibit Management for reproduction throughout the virtual conference experience. Specific guidelines for any and all items will be provided to each participating exhibitor depending upon the type of engagement purchased. Any deviations from these specifications may compromise the quality of the reproduction and may result in increased costs. The conference and Exhibit Management are not responsible for the quality of reproduction when specifications are not adhered to and reserve the right to alter materials received without approval that are at variance with submission guidelines. All submissions will be reviewed by Exhibit Management and ISTE prior to digital publication. The ISTE20 Virtual Conference and all supplemental purchased digital advertisements will be available in an archive format through May 31, 2021.

The ISTE and ISTE20 Virtual Conference name, logo and acronym are proprietary and may not be used in signs, advertising, promotions or on any product literature either inside or outside the exhibit hall. This rule applies before, during and after the ISTE20 Virtual Conference unless prior authorization has been received from the ISTE.

Exhibitor grants to ISTE a non-exclusive, nontransferable, revocable license to use the name, logo and acronym of the exhibitor solely in connection with the ISTE20 Virtual Conference. All uses of the name, logo and acronym of the exhibitor shall be determined by ISTE in its sole discretion.

3. CODE OF CONDUCT

Exhibitor and its representatives agree to abide by the ISTE code of conduct and policies. In addition to the above, exhibitor and its representatives shall not solicit trade outside of sanctioned expo locations within the virtual event. Exhibit Management, in its sole and absolute discretion, may withdraw its consent at any time, in which event exhibitor shall terminate such activity immediately. All promotional plans must be submitted to Exhibit Management for approval. Distribution of any promotional material must be confined to the virtual booth space. Exhibitor shall refrain from any action that will distract attendees from attendance at the virtual conference during open hours.

4. DRESS CODE

The dress code at ISTE20 Virtual Conference is business casual. All exhibitors and their representatives are required to adhere to this dress code during live video chat; ISTE reserves the right to remove virtual access to any exhibitor who does not comply with this dress code.

5. EVENT CANCELLATION

In the event that ISTE or Exhibit Management determines that due to any occurrence, force majeure, acts of God, war, or any other cause beyond their control renders the fulfillment of this Agreement inadvisable, commercially impracticable, illegal, or impossible by Exhibit Management or ISTE, the parties shall mutually agree to amend, or ISTE may terminate the agreement. In such circumstances, ISTE and Exhibit Management may cancel the virtual expo and ISTE's and Exhibit Management's sole responsibility to exhibitor shall be a full refund of all fees paid by exhibitor. No monies will be returned unless ISTE is unable to deliver the virtual event because of technology failings under the control of ISTE.

6. EXHIBITOR CANCELLATION

Cancellation of any portion of this Application/Contract by the exhibitor must be sent in writing and will be accepted only at the discretion of Exhibit Management. All virtual participation fees are non-refundable. Except as the exhibitor's participation fees may be reduced as set forth in the preceding sentence, the exhibitor is responsible for total fees regardless of the reason for the cancellation by the exhibitor including the failure to provide information to Exhibit Management for the fulfillment of the exhibitor's virtual package and/or special additional purchases.

7. TECHNOLOGY USE

The extent of an exhibitor's or attendee's use of technology during the event is not guaranteed. Efforts will be made to communicate with exhibitors and attendees regarding camera use in devices and computers, mobile app capabilities in iOS and Android, audio settings and headset use, and stylus use in the virtual event platform.

In no event shall ISTE be held liable for participants' interruptions to Internet access, power access, video camera access, or audio capabilities, nor of any similar interruptions to that same in the virtual event platform for the duration of the posted virtual event platform website.

8. PHOTOGRAPHS; RECORDING

No photographs, audio, video or digital recording of any type shall be taken without the prior consent of Exhibit Management and/or the exhibitors involved. The exhibitor acknowledges and agrees that the ISTE, its employees and contractors may take photographs/videos which could include images of the exhibitor, its representatives and its exhibits while attending the Exhibition. The exhibitor hereby consents to and grants to the ISTE and its affiliates, the unrestricted, perpetual, worldwide, royalty-free and transferable right and license to use (and grant others the right to use) the images worldwide without any compensation. The exhibitor acknowledges that ISTE is the sole and exclusive owner of all rights in the images and hereby waives (a) any and all rights in and to such images, and (b) any and all claims the exhibitor and its representatives may have relating to or arising from the images or their use. In no cases can exhibitors use any images of attendees participating in demonstrations or meetings for any commercial purposes.

9. INDEMNIFICATION

Exhibitor shall indemnify, defend and hold harmless ISTE and its subsidiaries, affiliates, related entities, partners, agents, officers, directors, employees, attorneys, heirs, successors, and assigns, and each of them, (collectively "ISTE Indemnitees") from and against any and all claims, actions, demands, losses, damages, judgments, settlements, costs and expenses (including attorneys' fees and

expenses), and liabilities of every kind and character whatsoever, which may arise by reason of: (i) any act or omission by exhibitor or any of its officers, directors, employees, agents, or contractors; (ii) any use of exhibitor's name, trademarks, service marks, logo, website or other information, materials, 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. ISTE shall promptly notify exhibitor upon receipt of any claim or legal action referenced in this section. The provisions of this section shall survive any termination or expiration of this Agreement.

10. DISCOUNTS

Discounts, special offers and/or coupons cannot be combined at any time. No exceptions.

11. DATA USE

Exhibitors shall be responsible for compliance with applicable data protection laws protecting the personal data of attendees.

12. LIMITATION OF LIABILITY

In no event shall ISTE, its officers or directors, agents, employees, independent contractors, subsidiaries and affiliates (collectively "ISTE parties") be liable to the exhibitor or any third party hired by or otherwise engaged by the exhibitor for any lost profits or any other indirect, special, punitive, exemplary, incidental or consequential damages, including attorneys' fees and costs, arising out of this application and agreement or connected in any way with use of or inability to use the services outlined in this application and agreement or for any claim by exhibitor, even if any of the ISTE parties have been advised, are on notice and/or should have been aware of the possibility of such damages, exhibitor agrees that the ISTE parties' sole and maximum liability to the exhibitor regardless of the circumstances shall be the refund of the exhibit fee. Exhibitor agrees to indemnify and defend the ISTE parties from any claims brought by a third party hired by or engaged by the exhibitor for any amount beyond the exhibit fee. Further, exhibitor agrees to pay all attorney's fees and costs incurred by the ISTE parties arising out of or in any way related to this application and exhibit. Exhibitor shall be solely responsible for its attorney's fees and costs.

13. AGREEMENT OF RULES AND REGULATIONS

Exhibitor agrees to observe and abide by the foregoing Rules and Regulations and by such additional Rules and Regulations made by Exhibit Management from time to time for the efficient or safe operation of the Exhibit, including, but not limited to, those contained in this Contract. In addition to Exhibit Management's right to close/remove an exhibitor's virtual package presence and withdraw its acceptance of this Application/Contract, Exhibit Management in its sole judgment may refuse to consider for participation in future Exhibits an exhibitor who violates or fails to abide by all such Rules and Regulations. There is no other agreement or warranty between the exhibitor and Exhibit Management except as set forth in this Application/Contract. The rights of Exhibit Management and the exhibitor under this Application/Contract shall not be deemed waived except as specifically stated in writing and signed by an authorized representative of the respective parties.