



Water Environment Federation® Technical Exhibition and Conference (WEFTEC®)
License for Exhibit Space and Advertising

Exhibitor, by signing the License for Exhibit Space and/or the Space Reservation & Contract, agrees to all the following terms and conditions of this License. Note that the headings and titles used in this License are provided for convenience of the reader but are not controlling with respect to the terms and provisions of this License agreement.

Introduction

The annual Water Environment Federation Technical Exhibition and Conference, also known as and referred to in this License agreement as “WEFTEC” provides its members and public conference registrants with an educational program with an emphasis on cutting edge technological advances in the fields of water and wastewater treatment, collection systems, water quality, water reuse, and pollution control. The WEFTEC exhibition is an integral part of the educational offerings; products and services displayed, advertised, posted, linked, or demonstrated must be related to the water quality industry and content must be presented in a manner that adheres to professional business standards and creates a context appropriate for all participants at WEFTEC. Should WEF determine in its sole discretion that an exhibit, demonstration, or advertisement violates the rules in this license, is inappropriate, or is not in the best interests of the conference, WEF may require that the exhibitor make changes to its display or advertisement, dismantle its display, remove the inappropriate content or links, or cease the inappropriate demonstration(s) as deemed necessary.

This license is being granted to the Exhibitor to permit the Exhibitor to exhibit and/or advertise at WEFTEC. Failure of the Exhibitor to fully comply with all the terms and conditions of this license may result, in the sole discretion of WEF, in the termination of this license to participate in WEFTEC. To permit the preparation of the Exhibition in a timely manner and to create the appropriate environment for all the participants at WEFTEC, the policies, regulations, and procedures, including the schedule of certain activities, has been established by the Water Environment Federation. At its sole discretion, the Water Environment Federation, with or without advance notice, reserves the right to unilaterally change, amend, or waive any of these requirements. All exhibitors are required to comply with WEF’s contracted online platform Terms of Use and may be required to agree to the Terms of Use of additional third-party platforms in order to take full advantage of all services and events included in WEFTEC.

LICENSE TERMS

Assignment of Exhibition Space

WEF reserves the right, in its sole discretion, to assign the next best substitute space when the requested space is not available. WEF reserves the right to reassign exhibit space and to modify the floor plan. No use of exhibit space by a party other than the Exhibitor pursuant to this license is permitted. Only subdivisions of companies with a common parent company may utilize booth space jointly. A minimum of 100 square feet per division is required.

WEF reserves the right to adjust page layouts or inclusions as necessary in accordance with available technical specifications, provided advance notice is given to Exhibitors. No use of assigned online space by a party other than the Exhibitor pursuant to this license is permitted. All invoices due to WEF must be paid prior to the assignment or occupation of exhibit space or exhibitor demonstrations.

Exhibit space is assigned according to an Exhibitor’s earned priority points during the advance assignment round. Space is assigned on a date-received basis during all other assignment periods.

Assignment and Scheduling of Exhibitor Demonstrations

WEF reserves the right, in its sole discretion, to schedule the next best substitute time when the requested time is not available. WEF reserves the right to adjust the exhibitor demonstration schedule as needed. No use of a scheduled exhibitor demonstration time by a party other than the Exhibitor pursuant to this license is permitted. Only previously approved and fully paid subdivisions may be approved for inclusion in the Exhibitor Demonstration schedule.

Exhibitor Demonstration scheduling is assigned on a date-received basis.

Exhibition Terms of Payment

A 25% deposit is due upon receipt of the Exhibition Space Reservation and Contract and full payment for the Exhibitor's assigned booth space must be received ON OR BEFORE JUNE 30, 2021. If full payment is not received by this date, WEF, in its sole discretion, may cancel Exhibitor's assigned space. Upon cancellation of exhibit space, Exhibitors are liable for liquidated damages up to 100% of the total contracted booth space fee.

WEF does not guarantee any specific result including but not limited to any specific number of leads, sales, visit, views, or any form of interaction with the exhibit as a result of this agreement, exhibiting at WEFTEC or on its online platform, a lack of engagement with an exhibitor's exhibit will not be grounds for any form of refund or compensation.

Exhibitor is eligible for the Exhibitor Member rate if the Exhibitor has a paid Exhibitor membership at the time of billing and continuously through to the time of the Exhibition.

Booth Space Cancellations

All booth space deposits and payments become the sole property of WEF and their return is subject to the cancellation and refund provisions as follows:

- Exhibitor shall provide WEF with a written notice of the space cancellation. Cancellations are not effective until received by WEF in writing. Written cancellations may be sent by e-mail to weftecsales@wef.org.
- Exhibitors who provide a written cancellation on or before June 30, 2021, will be liable for liquidated damages equal to 10% of the total contracted booth space fee; any fees paid that exceed the amount of liquidated damages due will be refunded.
- Exhibitors who provide written cancellation after June 30, but prior to October 17, 2021, will be liable for liquidated damages equal to 100% of the total contracted booth space fee, unless the Exhibition is sold out and in the sole judgment of WEF the space can be reassigned, in which case the Exhibitor will pay 50% of the total contracted booth space fee as liquidated damages.
- Exhibitors who do not claim their space or for which special arrangements have not been made by 12:00 pm on Sunday, October 17, 2021, will forfeit the space and pay as liquidated damages 100% of the total contracted booth space fee.

Reduction of Booth Space

If the Exhibitor reduces the space reserved, the cancellation clauses will apply to that portion of the space cancelled.

Cancellation of the Exhibition

If, in the sole discretion of WEF, it is impossible or impractical to hold WEFTEC for any reason, including by way of illustration acts of God, war, specific threat of war, terrorist acts and/or specific threats of terrorism, government regulation, civil disorders, travel advisory, curtailment of transportation services, epidemics, fear for personal safety by attendees, disasters, fire, earthquakes or other weather conditions, shortages or disruption of the electrical power supply causing blackout in the city where services critical to the hosting or management of event services are located, internet service disruptions of any kind, strikes or threat of strike, nuclear hazard, WEF will not be obligated to hold the Exhibition. Except as provided herein, a cancellation of the Exhibition shall cause the return of payment(s) for exhibit space, less a proportional share as determined by WEF in its sole determination of actual expenses incurred in connection with the production of the Exhibition. Except as specifically provided herein, WEF, its employees, and agents will have no further obligation to the Exhibitor and the risk of loss shall be solely that of the Exhibitor. If Exhibitor canceled this agreement prior to WEF cancelling WEFTEC it will not be entitled to any refund beyond what was available under the original terms of their cancellation.

Indemnification and Hold Harmless

The Water Environment Federation, its facilities, agents, officers, board members and employees, SMG, the Metropolitan Pier and Exposition Authority, the Chicago Park District, the McCormick Place Complex, its facilities, agents, officers, board members and employees are not responsible or liable to any person for the Exhibitor's property, owned or rented, its personnel or invitees, or that of its employees or agents, for any liability, claims, loss and expenses (including but not limited to attorneys' fees, expenses of litigation or arbitration, expert witness fees and costs of settlement) arising from Exhibitor's participation in the event, including without limitation the use

by the Exhibitor of any WEF Trademark, personal injury, illness, fire, theft, or any other causes.

The Exhibitor shall indemnify and hold the Water Environment Federation, its facilities, agents, officers, board members and employees, SMG, the Metropolitan Pier and Exposition Authority, the Chicago Park District, the McCormick Place Complex, its facilities, agents, officers, board members and employees harmless from any and all liability, claims, loss and expenses (including but not limited to attorneys' fees, expenses of litigation or arbitration, expert witness fees and costs of settlement) arising from Exhibitor's participation in the event, including without limitation or related to the activities of the Exhibitor, its employees, invitees, contractors, guests, or agents at WEFTEC, or from the use by the Exhibitor or its agents of any WEF Trademark. In all instances the liability of WEF, SMG, the Metropolitan Pier and Exposition Authority, the Chicago Park District, the McCormick Place Complex, if any, shall be limited to the total amount paid for the exhibit space solely for actual losses directly related to the gross negligence of the Water Environment Federation, SMG, the Metropolitan Pier and Exposition Authority, the Chicago Park District, the McCormick Place Complex. The Water Environment Federation and SMG, the Metropolitan Pier and Exposition Authority, the Chicago Park District shall not be liable for any losses or claims which in whole or in part constitute consequential, exemplary, incidental, indirect or special damages, all of which are specifically waived by the Exhibitor.

Insurance

The Exhibitor must maintain and provide proof of insurance coverage with limits of liability as follows.

Comprehensive General Liability and Automobile Insurance must name the following Additional Insureds: Water Environment Federation, SMG, Metropolitan Pier and Exposition Authority, the Chicago Park District, and their agents, trustees, officers, board members and employees.

- Comprehensive General Liability including, but not limited to Personal and Advertising Injury, Products/Completed Operations and Contractual Liability with a minimum combined bodily injury (including death) and property damage limits of \$1,000,000 per occurrence, \$2,000,000 aggregate.
- Comprehensive Automobile Insurance covering any owned, not owned/hired and hired self-propelled vehicles of the type for use on and off the McCormick Place complex. Coverage should include loading and unloading hazards, with a combined single limit of not less than \$1,000,000.00.

Exhibitor must maintain worker's compensation and occupational disease insurance in full compliance of all federal and state laws and covering all employees and independent contractors.

➤ *Insurance protecting exhibitor's assets and property brought to the exhibit is recommended.*

Proof of Insurance Submission Deadline

Proof of insurance for Comprehensive General Liability and Comprehensive Automobile Insurance must be provided to WEF by September 17, 2021, via email to expoinfo@wef.org or post to Exhibition Operations, Water Environment Federation, 601 Wythe Street, Alexandria, VA 22314.

Faxed copies will not be accepted.

Use of Exhibit Space and Activities

Adequate Exhibit Space

All exhibitors must rent adequate booth space to accommodate their planned product display and shall arrange the displays to utilize only the booth area contracted for, to recognize the rights of other exhibitors and exhibition visitors, and to conform to the overall pattern developed by Event Management. No exhibit may interfere with the use of other exhibits, impede access to other exhibits, or impede the free use of the aisles between exhibits.

Assigned Exhibition Space and Exhibitor Functions

Exhibitors must confine their activities on the grounds of the exhibition facility to the space for which they have contracted; this includes booth personnel, the distribution of printed materials and the placement of signs. WEF policy prohibits functions being scheduled during WEFTEC Exhibition hours, Monday, October 18-Tuesday, October 19 between 8:30am - 5:30pm, and Wednesday, October 20 between 8:30am – 3:30pm.

Exhibitor may not use any space outside of their rented space for any commercial activity, including but not limited to exhibits, product displays, solicitations, distribution of materials, or the placement of signs. For clarity this prohibition includes a restriction on using hotel suits, aisles, other exhibitors' booths, and all public spaces for any commercial activity.

Exhibitor Personnel and Representatives

Exhibit booths must always be attended and maintained by at least one exhibitor or exhibitor representative during all exhibit hours. All representatives of the exhibitor must be registered and receive a badge to be admitted to the exhibit hall and participate in the exhibitor's booth.

Exhibitors are strongly encouraged to maintain staff availability during scheduled online exhibit hours. All exhibitor representatives must be registered and receive login information to be admitted. The sharing of login credentials is prohibited.

Exhibitor representatives agree to follow any and all COVID-19 health and safety measures established and communicated by WEF, McCormick Place, and the City of Chicago while attending official WEFTEC events or on transportation provided by WEF for the purposes of traveling to or from WEFTEC, and on the premises of McCormick Place. Such measures may include but are not limited to mandatory mask requirements, physical distancing, and limitations on consumption of food and beverage in public areas. Failure to abide by health and safety measures may result in expulsion from the event, termination of this agreement and loss of all rights granted to exhibitor herein without refund.

Exhibitors must abide by the WEFTEC Code of Conduct posted online at <https://www.weftec.org/about/about-weftec/your-conference-experience/>.

Exhibitor Displays and Product Demonstrations

The Exhibitor is solely liable for the operation of all displays and its supplied materials and agrees to indemnify and hold WEF, its officers, directors, volunteers, employees, guests, invitees, and agents harmless from any and all claims of liability arising out of Exhibitor's exhibit, demonstrations and the like. Exhibitor warrants that it has all necessary rights and licenses to all content displayed at their exhibit. In the event of a claim of infringement based on intellectual property presented by Exhibitor, Exhibitor agrees to assume full liability for such a claim.

Presentations, Sound, and Entertainment

Sound presentations, slides or movies will be permitted if tuned to conversational levels that do not interfere with other exhibitor activities. Exhibits also may not use sound or lighting effects which interfere with other exhibits.

Selling in the Exhibition

The on-site sale and/or delivery of goods is not permitted. Any violation of this requirement will result in the termination of the existing contract for exhibit space without refund.

Giveaways, Contests, Drawings

Federal, state, and local laws heavily regulate drawings, lotteries, and/or contests that have prize giveaways. The laws of each state and location vary widely. Each Exhibitor is solely responsible to ensure that all giveaways, contests, drawings, etc. conducted as part of its exhibit comply with all federal, state, and local laws. The Exhibitor agrees that it is solely responsible and liable for any government action or legal claims, fees, penalties, or charges brought relating to the Exhibitor's promotional giveaway activities.

Cameras and Filming

Only the Exhibitor may grant permission to have his/her exhibit and/or product photographed or videotaped. Exhibitor grants to WEF an exclusive, royalty-free, non-revocable license to WEF to use the photographs, videos, or other likenesses taken by employees or agents of WEF at WEFTEC in any and all media of any and all nature, now or hereafter developed, including but not limited to print and electronic media, in and for all languages, for WEF's educational and promotional purposes throughout the entire World.

The only videotaping or electronic recording of any exhibit or equipment in the WEFTEC exhibit halls which may take place is by the Exhibitor recording his/her own exhibit or equipment. Any exhibitor taking photographs or videotape of another's exhibit or product without permission must relinquish or immediately delete the film or digital media upon request; the film or digital media will be disposed of one year after being relinquished. Exhibitors shall comply with the WEFTEC Camera Policy for Media as currently posted on the weftec.org website.

Posted Content

The online component of WEFTEC is a registration-access controlled environment, and attendees are forbidden by the Code of Conduct to take screen shots of presentations, demonstrations, or chat rooms. Exhibitors are however advised not to post or display any sensitive company materials such as PDFs or videos that they would not publish on their own websites. WEF does not guarantee any degree of confidentiality beyond the registration-

access controls.

Advertising Terms & Conditions

If exhibitor purchases advertising the additional terms described in Schedule A of this contract shall apply.

WEF Buyer's Guide Terms & Conditions

If exhibitor purchases a WEF Buyer's Guide product the additional terms described in Schedule B of this contract shall apply.

Map Your Show Enhanced Listing Terms & Conditions

If exhibitor purchases a Map Your Show Enhanced Listing the additional terms described in Schedule C of this contract shall apply.

Use of WEF Trademarks

WEF hereby grants to Exhibitor a non-exclusive, non-transferable, royalty-free right and license to use any and all trademarks that WEF has developed specifically to identify solely the Exhibition, including the trademark WEFTEC® 2021 (WEF Trademarks) strictly as provided in this license. This right does not include the use of any trademarks which WEF has developed to identify any of its other activities or publications. WEF has the right, at its sole discretion, to terminate this license at any time and for any reason, and Exhibitor agrees to cease all use of WEF Trademarks immediately upon receipt of such notice. The WEF Trademarks shall be used only by Exhibitor and for the sole purpose of indicating to the public that Exhibitor will be present and exhibiting at the Exhibition. The WEF Trademarks shall be used in print, online, email, and exhibit display materials only prior to and during the Exhibition itself. This license shall terminate automatically at the close of the Exhibition. WEF Trademarks appearing in pictures and/or video recordings of an Exhibitor's demonstrations or booth created during the Exhibition may be used and shown after the Exhibition provided the picture(s) and/or video are used primarily to show Exhibitor's booth and do not prominently feature or focus on the WEF Trademarks. The WEF Trademarks shall not be used on any promotional materials of Exhibitor, including without limitation: clothing and wearing apparel, stationery, writing instruments, jewelry and accessories, toys and novelty items, and luggage. Exhibitor agrees not to use the WEF Trademarks in a manner which may create the impression that WEF endorses, sponsors or is otherwise affiliated with Exhibitor. Exhibitor agrees to use the Trademarks in a form identical to that used by WEF and not to alter, amend or mutilate the WEF Trademarks. WEF shall determine, at its sole discretion, whether usage of any WEF Trademark by Exhibitor is inconsistent with the educational mission of the Exhibition, or creates a less than positive, wholesome image of WEF, and Exhibitor agrees to cease any such unacceptable use immediately upon receipt of notice from WEF of such unacceptable use.

Exhibition Rules and Regulations

WEF Exhibition Management reserves the right to make changes, amendments and additions to the rules at any time, and all changes, amendments and additions so made shall be binding on the exhibitor with the provision that all exhibitors will be advised of any such changes. Exhibition management shall have the final determination, interpretation, and enforcement of all rules, regulations, and conditions governing exhibitors. All matters and questions not specifically covered by the agreement are subject to the decision of exhibition management and those decisions will be final.

Interpretation and Enforcement

The conditions of this license, along with the terms, conditions and rules included in the WEF Exhibitor Service Manual and all union and contractual agreements entered into by WEF with respect to providing services for the Exhibition, are incorporated herein by reference and together constitute a legally enforceable contract between the Exhibitor and WEF. The interpretation of these documents shall be made by WEF as it in its sole discretion shall determine what is in the best interests of the WEFTEC Exhibition, the participants at WEFTEC, and WEF. All matters in question not covered by this document are subject to the decisions of WEF as it in its sole discretion shall determine what is fair and reasonable and will be binding on all parties affected by them.

If in the sole determination of WEF an Exhibitor is in violation of this license or otherwise acting in a manner that is not in the best interests of WEF and the WEFTEC Exhibition, then upon notice from WEF, acting through the Exhibition Manager or designee, the Exhibitor shall immediately cure the violation. If the Exhibitor fails to cure the

violation, or if WEF determines that the violation constitutes a danger to others, the Exhibition Manager may immediately terminate the offending exhibitor's license and thereupon the Exhibitor shall cease its operation at WEFTEC and will be removed from the Exhibition. Upon such termination of the Exhibitor's license by the Exhibition Manager, the Exhibitor shall not receive any refund or credit for any expense, loss, or liability due to the action of the Exhibition Manager. Provided the Exhibition Manager shall have acted in good faith the Water Environment Federation shall have no liability to the Exhibitor for any expense, loss, or liability.

The Exhibitor acknowledges that Virginia law exclusive of its conflicts of law provisions governs the parties' rights and obligations under the agreement. The Exhibitor further acknowledges that venue for any dispute lies exclusively with either the U.S. District Court for the Eastern District of Virginia or the courts of the Commonwealth of Virginia.

The failure of WEF to enforce any of its rights under the provisions of this license shall not be deemed a waiver of said rights and shall not act to prevent the enforcement of said rights at any time in the future.

Schedule A

Advertising Terms and Conditions:

The following terms and conditions apply only to the purchase of advertising at WEFTEC and not purchase of the license to exhibit at WEFTEC.

Agency Commissions

An advertising agency commission of 15% will be deducted from the gross invoice amount for display advertising.

Advertising Payment Terms

Net 30 days. In the event of non-payment, WEF reserves the right to hold the Exhibiting Advertiser and/or its agency liable for monies owed. Unpaid advertisement invoices over 120 days past due are eligible to be sent to an outside collection agency and may impact future advertising business with WEF.

WEF reserves the right to utilize an outside collection agency, restrict/transfer from future/current sponsorship and exhibition opportunities and freeze future unfulfilled placements until all past due advertising invoices are no longer delinquent.

Short-rates and Rebates

Exhibiting Advertisers who do not place advertising orders within 12 months the number of insertions upon which their frequency rate is based will be rebilled the difference based upon the appropriate earned rate. Rebates will be applied if advertisers earn a better frequency rate by placing more insertions than originally contracted for.

Cancellations

No charge is applied for cancellations made before the published advertising closing date. All cancellations made after the published advertising close date will be charged in full. If new materials or instructions are not provided by the published Materials Due date, WEF reserves the right to publish the Exhibiting Advertisers' most recent ad for which we have materials.

Liability

Exhibiting Advertiser and agency agree to indemnify, defend, and save harmless WEF from any liability for the content of advertisements printed pursuant to the advertiser's or agency's order. The publisher reserves the right to reject, discontinue, or omit any advertising.

Advertising policies are subject to change without notice. Visit www.wef.org/advertise.

Schedule B

WEF Buyer's Guide Terms and Conditions:

The following terms and conditions apply only to the WEF Buyer's Guide purchase and not purchase of the license to exhibit at WEFTEC.

1. *WEF Buyers Guide* warrants only that the advertising will be published in the *WEF Buyers Guide* web site, and no other warranty, express or implied, including warranty of merchantability or of fitness for a particular purpose is made or represented.
2. With respect to any error or omission in the publication of or failure to publish any item of advertising in the *WEF Buyers Guide* web site, the liability of *WEF Buyers Guide* and its respective agents and employees in the performance of their responsibilities under this agreement shall be limited to the charges for the advertisement.
3. *WEF Buyers Guide* reserves the right to reclassify category headings.
4. The advertising fee is listed on the contract. This agreement shall be automatically renewed, until terminated by either party. Customers who choose to pay by credit card authorize *WEF Buyers Guide* to charge the customers' credit card used in payment on a recurring basis for each annual advertising fee. The customer has the right to discontinue automated payment at any time by contacting customer service at service@webvent.tv.
5. This agreement cannot be canceled. Failure to use any profile feature within its term results in forfeiture of that feature, and will not result in a refund.
6. Overpayments will be credited to the next invoice. No refunds will be issued.
7. If paying by invoice, full payment must be received within 30 days or listing is subject to removal and prices may change.
8. The *WEF Buyers Guide web site* is published by Webvent, Inc., and all users are subject to its Terms of Use and Privacy Policy.
9. This agreement shall be governed by and interpreted in accordance with the laws of the State of Delaware and the United States of America.

Schedule C

Map Your Show Enhanced Listings Terms and Conditions:

The following terms and conditions apply only to purchase of WEFTEC Map Your Show Enhanced Listings and not purchase of the license to exhibit at WEFTEC.

Listing Types Enhanced listings purchased on the WEFTEC 2021 online directory include Deluxe, Premium, Premium Plus and any additional options on the Map Your Show Platform.

Payments and Refunds Map Your Show Enhanced Listing payments are non-refundable once processed and service has been activated.