ADDENDUM
By and Between
Global Experience Specialists, Inc.
&
Texas A&M University

This addendum ("Addendum") amends and supplements the E&E Terms and Conditions Post 2010 ("Agreement") between Global Experience Specialists, Inc. ("GES"), and Texas A&M University, a member of The Texas A&M University System, an agency of the State of Texas ("TAMU"). All terms used herein and not otherwise defined shall have the meaning as in the Agreement. In the event of any conflict in the terms of the Agreement and the terms of this Addendum, the terms of this Addendum shall in all aspects govern and control. Both parties agree that the Agreement is hereby amended and supplemented as follows:

1. For clarification, Texas A&M University is entering into this Agreement as a member of The Texas A&M University System, an agency of the State of Texas.
2. TAMU agrees to sections 5 & 12 to the extent permitted by the Constitution and laws of the State of Texas.
3. In section 10, the following is added: "GES acknowledges that, because TAMU is an agency of the State of Texas, liability for the tortious conduct of the agents and employees of TAMU or for injuries caused by conditions of tangible state property is provided solely by the provisions of the Texas Tort Claims Act (Texas Civil Practice and Remedies Code, Chapters 101 and 104), and that Workers' Compensation Insurance coverage for employees of TAMU is provided by TAMU as mandated by the provisions of Chapter 502, Texas Labor Code. TAMU shall have the right, at its option, to (a) obtain liability insurance protecting TAMU and its employees and property insurance protecting TAMU's buildings and contents, to the extent authorized by Section 51.966, Texas Education Code, or other law, or (b) self-insure against any risk that may be incurred by TAMU as a result of its operations under this Agreement.”
3. Section 14 is deleted in its entirety and replaced with the following: “GES must use the dispute resolution process provided in Chapter 2260 of the Texas Government Code to attempt to resolve a dispute arising under this Agreement and is a required prerequisite to suit in accordance with Chapter 107, Texas Civil Practices and Remedies Code. GES must submit written notice of a claim of breach of contract to the University Contracts Officer, Texas A&M University. The validity of this Agreement and all matters pertaining to this Agreement including but not limited to, matters of performance, non-performance, breach, remedies, procedures, rights, duties, and interpretation or construction, shall be governed and determined by the Constitution and the laws of the State of Texas. Pursuant to Section 85.18, Texas Education Code, venue for any suit filed against TAMU shall be in Brazos County, Texas.”
4. The following language is incorporated into the Agreement:

State Contracting Requirements:
Delinquent Child Support Obligations. Under Section 231.006, Texas Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this Agreement may be terminated and payment may be withheld if this certification is inaccurate.

Payment of Debt or Delinquency to the State. Pursuant to Section 2252.903, Texas Government Code, GES agrees that any payments owing to GES under this Agreement may be applied directly toward certain debts or delinquencies that GES owes the State of Texas or any agency of the State of Texas regardless of when they arise, until such debts or delinquencies are paid in full.

Franchise Tax Certification. If GES is a taxable entity subject to the Texas Franchise Tax (Chapter 171, Texas Tax Code), then GES certifies that it is not currently delinquent in the payment of any franchise (margin) taxes or that GES is exempt from the payment of franchise (margin) taxes.
Prohibited Bids and Agreements. Under Section 2155.004, Texas Government Code, GES certifies that the individual or business entity named in this bid or contract is not ineligible to receive the specified contract and acknowledges that this Agreement may be terminated and payment withheld if this certification is inaccurate.

Public Information.
(a) GES acknowledges that TAMU is obligated to strictly comply with the Public Information Act, Chapter 552, Texas Government Code, in responding to any request for public information pertaining to this Agreement, as well as any other disclosure of information required by applicable Texas law.

(b) Upon TAMU's written request, GES will provide specified public information exchanged or created under this Agreement that is not otherwise excepted from disclosure under Chapter 552, Texas Government Code, to TAMU in a non-proprietary format acceptable to TAMU. As used in this provision, "public information" has the meaning assigned Section 552.002, Texas Government Code, but only includes information to which TAMU has a right of access.

(c) GES acknowledges that TAMU may be required to post a copy of this fully executed Agreement on its Internet website in compliance with Section 2261.253(a)(1), Texas Government Code.

Loss of Funding. Performance by TAMU under this Agreement may be dependent upon the appropriation and allotment of funds by the Texas State Legislature (the "Legislature"). If the Legislature fails to appropriate or allot the necessary funds, TAMU will issue written notice to GES and TAMU may terminate this Agreement without further duty or obligation hereunder. GES acknowledges that appropriation of funds is beyond the control of TAMU.

State Auditor's Office. GES understands that acceptance of funds under this Agreement constitutes acceptance of the authority of the Texas State Auditor's Office, or any successor agency (collectively, "Auditor"), to conduct an audit or investigation in connection with those funds pursuant to Section 51.9335(c), Texas Education Code. GES agrees to cooperate with the Auditor in the conduct of the audit or investigation, including without limitation, providing all records requested. GES will include this provision in all contracts with permitted subcontractors.

Force Majeure. Neither party is required to perform any term, condition, or covenant of this Agreement, if performance is prevented or delayed by a natural occurrence, a fire, an act of God, an act of terrorism, or other similar occurrence, the cause of which is not reasonably within the control of such party and which by due diligence it is unable to prevent or overcome.

Governing Law. The validity of this Agreement and all matters pertaining to this Agreement including but not limited to, matters of performance, non-performance, breach, remedies, procedures, rights, duties, and interpretation or construction, shall be governed and determined by the Constitution and the laws of the State of Texas.

Venue. Pursuant to Section 85.18, Texas Education Code, venue for any suit filed against TAMU shall be in Brazos County, Texas.

Dispute Resolution. GES must use the dispute resolution process provided in Chapter 2260 of the Texas Government Code to attempt to resolve a dispute arising under this Agreement and is a required prerequisite to suit in accordance with Chapter 107, Texas Civil Practices and Remedies Code. GES must submit written notice of a claim of breach of contract to the University Contracts Officer, TAMU.

Conflict of Interest. By executing and/or accepting this Agreement, GES and each person signing on behalf of GES certifies, and in the case of a sole proprietorship, partnership or corporation, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of their knowledge and belief, no member of The Texas A&M University System (TAMUS) or TAMUS Board of Regents, nor any employee, or person, whose salary is payable in whole or in part TAMU or TAMUS, has direct or indirect financial interest in the award of this Agreement, or in the services to which this Agreement relates, or in any of the profits, real or potential, thereof.
Non-Waiver. GES expressly acknowledges that TAMU is an agency of the State of Texas and nothing in this Agreement will be construed as a waiver or relinquishment by TAMU of its right to claim such exemptions, privileges, and immunities as may be provided by law.

ACCEPTED & AGREED:

Global Experience Specialists, Inc.

[Signature]

Name & Title: GES

[Date: March 3, 2017]

Texas A&M University

[Signature]

Name & Title: Robert C. Bounds

[Date: 3/3/17]
PROPOSAL

TEXAS A&M PROCUREMENT

P.O. BOX 30013
COLLEGE STATION TX 77842
Phone: 210 387-4306

EVENT INFORMATION

Blackstone Launchpad Marketing Kiosk
Location: -
Booth #: NO-BOOTH#
Size/Type: 10 X 10 Not Applicable
General Contractor:

PROJECT/CONTACT INFORMATION

Project #: 187602
Customer #: 2585133
Acct Exec: Matthew Heinzle/830-351-7687
Acct Mgr: Richelle Couch/703-515-5632
Proj Mgr: Richelle Couch/703-515-5632
Corell/GES Wks: 42187632/Dallas (Loc420)

PROJECT TIMELINE

Install date
Dismantle date
02/24/17
Ship Date
2/1/17
Client signed proposal to be received by GES or proposal expires
03/1/17
Show Open Date
03/1/17
Show Close Date

Shipping Information

Blackstone Launchpad - Texas A&M
1700 Research Parkway
Suite 150
College Station, TX 77845-9594

*CLIENT DELIVERABLES

12/23/16 Client signed proposal to be received by GES or proposal expires

Please note that deviations from the above dates may require additional efforts to meet deadlines and may result in rush changes.

GES DELIVERABLES

Global Experience Specialists, Inc. (GES) proposes to deliver the following goods and services to BLACKSTONE LAUNCHPAD:

001. Account Services

Research, development and management of client requested services, including program administration, consultation, preparation of client specific reports or analysis, budgeting or scheduling. Preparation and coordination of transportation and show site activities including setup drawings or design, as applicable. Includes travel expense for a GES representative during install and/or dismantle.

Firm Price $2,486.00

002. Design and Development

Creative design and development to date of a tradeshow exhibit marketing environment. Includes consultation, preliminary development and presentation drawings.

Firm Price $2,155.00

003. Large Rolling Self Storing Kiosk

Global Experience Specialists, Inc. (GES) is to provide the following:

Large Rolling Self Storing Kiosk consisting of:

(1) approx. 96" wide x 30" deep x 96" high kiosk on casters per design intent rendering, finished in Formica #756-58

Firm Price $30,859.80
Natural Maple laminate on the exterior and Formica #949-58 White laminate on the ends and interior. The kiosk features one 78" wide x 80" long aluminum tubing canopy frame which is attached by a hinge to the opening in the front of the kiosk. This frame to be covered with a pillowcase type white tension fabric cover with a printed overlay graphic attached to the face. The interior of the kiosk to have one 60" wide x 24" deep x 18" high storage cabinet with lockable doors, four recessed down lights, blocking to support a large flat screen monitor and an overlay graphic header. Attached to the top front center of the storage cabinet will one 24" wide x 60" deep x 1-1/2" thick tabletop with a support leg on the end opposite the kiosk. The tabletop to have painted edges to match PMS (TBD), Formica #949-58 White laminate on the top and the leg to be painted automotive silver.
Each end will have one 30" wide x 1-1/2" deep x 80" high wing panels which slide into the ends of the kiosk for storage. The wing panels to be painted to match a PMS color (TBD). The face side of each wing panel to have a changeable overlay graphic. (Graphics for these provided by client)
The top of the kiosk to have a pivoting armature leg which will support the canopy. The finish of this leg to be Formica #949-58 White laminate on the all sides and the pivoting top section and support leg to be painted automotive silver.
NOTE: (all GES provided graphics priced separately)

This kiosk is self contained and will be packed onto a one way oversized skid for shipping.
Approx. Size: 48" x 120" x 110" high - 1,000#s

004. Graphics

Global Experience Specialists, Inc. (GES) is to provide the following graphics:

NOTES:
Graphics will be produced from client provided, production ready artwork. The cost does not include any file manipulation to modify the artwork to production ready format. If file manipulation is necessary, the cost for this service will be billed at an additional cost. With 72 hours notice or less the hourly rate will be billed at a premium cost.

**Header Graphic Above Monitor**

| Firm Price | $179.20 |

DTS print on 1/8" (3mm) thick white PVC board with Velcro for attachment.
(1) 78"w x 18"h

**Header Graphic on Canopy Face**

| Firm Price | $385.40 |

DTS print on 1/8" (3mm) thick white PVC board with hardware for attachment and fitting to canopy.
(1) 78"w x 18"h

005. Estimated Taxes

| Estimated Price | $2,975.40 |

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**ESTIMATED (not firm price TOTAL): $39,040.80**

*** THIS PROPOSAL INCLUDES ESTIMATED SALES TAX OR OTHER GOVERNMENT CHARGES. FINAL TAXES AND/OR CHARGES WILL BE ADDED TO THE FINAL INVOICE. ***

**PAYMENTS:**

Payment Term: **ADV/NET30 - 50% DEPOSIT DUE 30 DAYS PRIOR TO SHOW OPEN. REMAINING BALANCE DUE NET 30.**

Total payment for exhibit properties and/or services, due prior to shipment or services and credit card on file for additional costs.

Payment Method:

We accept payment via Visa, MasterCard, American Express, company check or wire transfer. *Please indicate your method of payment*.
PROPOSAL

[ ] Credit Card [ ] Wire Transfer [ ] Company Check

TERMS AND CONDITIONS:

Change Orders
Change orders will be presented upon any deviations from the scope as detailed in this proposal. Changes in the project scope may result in a credit, additional charges or a change of schedule. Change orders will be approved by the client.

Rush Charges
We strive to execute all work in a timely manner, and our quote does not include any overtime work or rush charges unless specifically noted. However, delays in the release of this order and failure to comply with any of the above dates may have an adverse impact on cost and delivery schedule.
Rush charges, if applicable, are in addition to the total contract price, and will be documented in "Change Orders" issued to the client for authorization, prior to commencement of the work or service.

Rentals
All rental items contained in this proposal are subject to availability at time of order. All rentals commence at our docks or point of origin. Charges may apply for the repair or replacement of damaged or lost rental items.

Special Notes and Terms
Because fabrication and finish materials as well as buyout materials can be discontinued without notice, Global Experience Specialists (GES) reserves the right to substitute materials and/or products with equivalents, based upon the availability at the time of service.

Any additional work performed at the Buyer's request will be covered under a client signed change order and this proposal will be modified accordingly. Buyer will be responsible for payment of all costs associated with any changes to the design, construction specifications, and all other facets arising from any change to the design and design specifications following Buyer's approval of the design.

No work will be performed or shipments made without proper authorization and receipt of payments by the due dates stated above. The proposal shall expire and be null and void as of the date specified on page one of this Proposal if not accepted by both parties.

Prices are for items outlined in this proposal and indicated on the presentation drawings. Additional graphics, exhibit elements, logistics, handling, installation of product or literature, inbound/outbound handling of properties, transportation or expenses will be invoiced if approved in writing in advance by Buyer following completion of each job at Seller's then current retail rates.

Unless otherwise noted, items are F.O.B. Global Experience Specialists (GES). Buyer agrees to pay for the retail costs to inventory and inspect all items leaving the warehouse permanently.

Standard Conditions of Sale
The Standard Conditions of Sale under which Global Experience Specialists, Inc. ("GES") provides services to you, our valued client ("Client"), under this Proposal are available at http://www.ges.com/us/legal/storage-terms-and-conditions and may be downloaded and printed to your files. If you do not have internet capability, a copy may be obtained by contacting your GES Account Manager.
PROPOSAL

PROPOSAL EXPIRES ON THE DATE LISTED IN THE PROJECT TIMELINE ON PAGE 1 UNDER "CLIENT DELIVERABLES"

Please sign below and return all pages as acceptance of this proposal.

Customer PO#: 44981

The signature of Buyer's representative acknowledges that Buyer accepts the terms and conditions of this proposal (this "Agreement") and agrees to be bound by this Agreement.

Global Experience Specialists, Inc. (GES) ("SELLER")

By: ____________________________
Print Name: Mike Jeewek
Title: Director of Client Relations
Date: December 09, 2016

CLIENT ("BUYER")

By: ____________________________
Print Name: Robert C. Bounds
Title: Director, Procurement Services
Date: 3-3-17

Please sign and return one copy by the date listed on page 1.

Payment Remit To

Wire Transfers or ACH
GLOBAL EXPERIENCE SPECIALISTS, INC. (GES)
c/o Bank of America
901 Main Street
Dallas, TX 75202-3714, USA
Telephone #: 702-263-2795 or 702-914-5112
Swift Code #: BOFAUS3N
CHIPS #: 0959
Account #: 7188101819
Wire ABA #: 026009593
ACH ABA #: 071000039

Make Checks Payable To:
GLOBAL EXPERIENCE SPECIALISTS, INC. (GES)
c/o Bank of America
P.O. Box 96174
Chicago, IL 60683-9674
Address for routing identifiers if requested: Bank of America, Wire Transfer-Customer Services 2000 Clayton Road, Concord, CA 94520

To properly credit your account, please send any supporting documents to: cashapplication@ges.com.
E&E Terms and Conditions Post 2010

GENERAL TERMS AND CONDITIONS

The following are the General Terms and Conditions under which Global Experience Specialists, Inc. ("GES") provides Services to you, our valued customer ("Customer") under this Agreement and shall also apply to every Change Order or Show Site Services Order issued by GES to Customer. GES will not accept and hereby objects to any additional or different terms and conditions that may be contained in Customer’s purchase order or other writing. No modification or waiver of any provision in these General Terms and Conditions will be effective unless in writing and signed by the party sought to be charged with the change. GES’ performance is expressly conditioned on Customer’s acceptance of these General Terms and Conditions and Customer agrees to be bound hereby.

ALWAYS HONEST

It is GES business practice to comply with all applicable government laws and regulations when dealing with its’ vendors, suppliers and clients, including accurate and timely reporting on all financial matters. GES maintains a corporate compliance and ethics program referred to as Always Honest to promote honest and ethical behavior on the part of all GES employees. Any potential conflict or violation of our standards for governance and behavior should be reported to the GES Always Honest hotline number 1-800-443-4113.

IMPORTANT DATES:

A. The Total Quotation dollar amount is due and owing to GES at the time of signing this Agreement. A failure to do so may result in cancellation of this Agreement at GES’ sole and absolute discretion.

B. GES is to receive the signed Agreement and completed credit card authorization form no later than 5 business days after the Agreement is signed by Customer. If this Agreement and the authorization form are not returned to GES by this date, the Total Quotation dollar amount is subject to a 50% increase.

1. DEFINITIONS

A. “Agreement” means collectively the foregoing description of GES Services ("GES Services") together with the Digital File Submission Guide and these General Terms and Conditions.

B. “Customer Property” means any Customer owned property, product, literature or equipment, which may be stored or displayed in or about the Exhibit during the Show and, includes the Exhibit, in the event that Customer purchases the Exhibit under this Agreement.

C. “Digital File Submission Guide” means the technical guidelines for submitting Customer graphic art and/or information to GES which is available for viewing or download at the link located at www.ges.com/gallery.

D. "Drayage Contractor" means the contractor chosen by the Official Show Contractor to handle the movement of goods into and out of the tradeshow facility, which is referred to as "drayage". The Drayage Contractor may serve a dual role as Official Show Contractor.
E. "Exhibit" means certain tangible personal property or materials that can be assembled or installed in designated display or booth space at the Show.

F. "Official Show Contractor" means the organization chosen by Show Management to coordinate all necessary Services required by Customer, as detailed in this Agreement and any Change Order or Show Site Service Order.

G. "Services" means collectively the services provided and tangible personal property rented by GES to the Customer as set forth in the GES Services.

H. "Show" means the event, tradeshow or convention identified in the GES Services.

I. "Show Management" means the organization responsible for the producing, directing, and managing the Show.

J. "Total Quotation" means the estimate, corresponding to the applicable "Sign By Date" for "Standard Price," "Incentive Price," or "Last Price," as set forth in the GES Services portion of the agreement.

2. CUSTOMER'S Exhibit -- Install and Dismantle

Subject to the terms and conditions of this Agreement, Customer shall be responsible for ensuring that all component parts of the Exhibit are available to GES on a timely basis in order for GES to adequately provide the installation and dismantling Services. Further, it is acknowledged and agreed that the Services are to be performed during the prescribed dates set by the Official Show Contractor and/or Show Management. Upon Customer's use of the Exhibit, satisfactory set-up shall be deemed to have occurred. Upon GES' delivery of the Exhibit to the Drayage Contractor or its designate, satisfactory dismantling and delivery to Customer shall be deemed to have occurred. Unless otherwise indicated in the GES Services, shipping arrangements and costs related to material handling or transportation of Customer's Property or Exhibit shall be Customer's sole and absolute responsibility. Customer is responsible for insuring it's own Customer Property and any GES rental property, including any Exhibit, against any loss or damage during the term of this Agreement, including the period in which such property is in transit or storage.

3. DRAYAGE AND NON-GES RENTAL PROPERTIES

Unless indicated otherwise in this Agreement, drayage charges for Customer Property and rental fees for any non-GES rental properties are not included in this Agreement and will be billed to Customer at published show rates by the Official Show Contractor.

4. PRICES AND PAYMENT TERMS

A. Price Quotations. Work quoted on a "time and material" basis (also referred to as "T/M" in this Agreement) is an estimate and is provided to Customer for budget and planning purposes only and shall not bind GES or limit the amount finally charged to Customer based upon actual labor and materials used.

B. Electrical Services are billed separately and are estimated in advance. Actual charges are based upon actual usage and Customer shall be invoiced based upon usage.
C. Payment Terms. Customer shall pay GES 100% of the Total Quotation at the time of signing this Agreement, unless GES extends credit terms to Customer hereunder. In addition, Customer shall pay at the end of the Show, upon receipt of invoice, any and all “time and material” charges and electrical services not already included in the Total Quotation. If credit terms apply to this Agreement, Customer shall pay any and all fees and charges not included in the advance deposit at the end of the Show, unless a different date is explicitly stated in this Agreement. All charges are automatically charged to the credit card on file as of that date. Any amounts not paid when due shall bear interest at the rate of 1½% per month, or the maximum legal rate, whichever is less. If Customer disputes a charge, Customer shall pay for all charges not in dispute and the parties will first attempt to resolve the amounts in dispute through negotiations.

D. Cancellation. This contract is non-cancelable for any reason after execution of this contract. If Customer cancels an order after this Agreement is signed by both parties, Customer agrees to pay 100% of the Total Quotation, and any applicable T/M and electrical service charges not already included in the Total Quotation, and any additional Services ordered after this Agreement is signed by the parties. Any conduct constituting a breach of this Agreement, including but not limited to, failure to make an advance deposit or to obtain a timely letter of credit as required, may at GES’ option be deemed a cancellation by Customer.

E. Taxes. Any taxes, government charges or fees which GES may be required to pay or collect under any law upon or with respect to the Services provided under this Agreement are the sole responsibility of the Customer and shall be remitted by the Customer to GES upon payment, invoicing or demand (except taxes based or assessed on GES’ net income).

F. Gratuities. Gratuities in any form, including cash, gifts or payment for additional time for work not actually performed, are prohibited by GES.

5. INTELLECTUAL PROPERTY AND CUSTOMER WARRANTY AND INDEMNITY

A. All Exhibit concepts or designs and related developments, discoveries, inventions, improvements, drawings, plans, sketches, specifications and other documents, data, works or materials made, created or acquired by GES pursuant to this Agreement ("Work Product"), together with the patent, copyright, trade secret and all other intellectual property rights therein, are and shall remain the sole property of GES, and Customer shall have no rights therein. All items of Work Product and the information contained therein COMPRIZE TRADE SECRETS OF GES, AND ARE PROTECTED AS UNPUBLISHED WORKS UNDER COPYRIGHT LAW. Upon payment in full by Customer to GES of all amounts due under this Agreement, Customer shall have the non-exclusive right to use the Work Product at the Show but shall not have the right to make or distribute copies thereof nor the right to make derivative works based thereon.

B. In the event that Customer provides to GES any exhibit, design, development, discovery, invention, improvement, drawing, plan, sketch, specification, document, data or work made or created by Customer or any third party ("Customer Work"): (i) Customer represents that Customer has the right to provide the Customer Work to GES; and (ii) Customer warrants that the Customer Work is original, and does not include any
material that will infringe, nor will any building, fabrication, extension, modification or adaptation of the Customer Work infringe any patent, copyright, industrial design, trade secret or any other intellectual property right of any third party; and

(iii) Customer shall indemnify, defend and hold harmless GES, its associates, affiliates and subsidiaries, from and against any and all losses, damages, claims, lawsuits, judgments, liabilities or expenses (including attorneys fees) which in any manner arise out of or are connected with the building, fabrication, extension, modification or adaptation of such Customer Work. In the event that GES provides designs, drawings, plans, sketches, or other works created by GES which Customer or a third party builds, fabricates, modifies or adapts, then

(a) Customer shall assume sole risk, liability and legal exposure in connection therewith; and

(b) Customer shall indemnify and hold harmless GES, its associates, affiliates and subsidiaries, from and against any and all losses, damages, claims, lawsuits, judgments, liabilities or expenses (including attorneys fees) which in any manner arise out of or are connected therewith.

6. DAMAGES

Customer is responsible for any damage or modification to rental properties of GES or any other equipment rented from GES as part of this Agreement, except for normal wear and tear.

7. CHANGE ORDERS & SHOW-SITE SERVICES

A. Changes to Services Pre-Show. After this Agreement is signed by Customer, any pre-Show changes to the Services as provided in this Agreement will be itemized in a change order ("Change Order") and must be signed by Customer.

B. Services Ordered at Show Site. For Services ordered at the Show site ("Show Site Service Orders"), the following shall apply: (1) Show Site Service Orders are governed by the terms and conditions of the GES contract set forth in the exhibitor kit; (2) Show Site Service Orders will be billed at the prevailing floor order rate; (3) a coordination fee will be paid by Customer on non-GES services ordered on Customer's behalf by GES; and (4) full payment is due and owing to GES prior to the end of the Show.

8. FORCED FREIGHT

GES is not liable for Customer Property left on the show floor after the show closing deadline, with or without a Material Handling Services/Straight Bill of Lading signed by Customer. It is Customer's responsibility to complete accurate paperwork for shipping and to ensure Customer Property is properly labeled. If Customer Property remains on the floor after the show closing deadline, GES has the right to remove the Customer Property. GES is authorized by Customer to proceed in the manner chosen by Customer on the Order for Material Handling Services/Straight Bill of Lading, if one has been completed, or otherwise to ship Customer Property at the discretion of GES and at Customer's expense. GES shall incur no liability for such shipment. GES retains the right to dispose of Customer Property without liability if left on the show floor unattended, without labels or not correctly labeled.

9. INDEPENDENT CONTRACTOR
This Agreement is not intended to create an agency or joint venture relationship between GES and Customer. Neither party shall have any authority to bind the other to any obligation with respect to any third parties, unless specifically provided for in this Agreement or otherwise agreed to in writing by the parties.

10. INSURANCE

Both parties shall maintain during the performance of GES’ Services the following insurance coverages: (1) workers’ compensation, at a minimum of the statutory limits; (2) commercial general liability, at $2 million; and (3) auto liability including coverage for all owned, hired and non-owned vehicles, at $2 million. Customer shall name GES as an additional insured on these policies (except workers’ compensation) and shall provide GES with a Certificate of Insurance evidencing this coverage upon execution of this Agreement.

11. WARRANTY

GES warrants that its Services will be provided in a workmanlike manner. This warranty shall expire upon the completion of the Services.

A. Remedy. Upon written notice to GES that the Services have not been performed as warranted ("Defect"), GES will, in the event GES reasonably agrees that a Defect exists, undertake reasonable efforts to correct the Defect if practicable. This remedy is the SOLE and EXCLUSIVE remedy on which Customer may rely. If this remedy is ultimately adjudged to have failed of its essential purpose, GES’ sole liability shall be to refund only that portion of the cost related to the Defect in Service.

B. Notice. Notice of any Defect in the Services must be given to GES in writing promptly, but in no event later than the end of the Show.

C. Disclaimer. GES GIVES NO OTHER WARRANTIES EXCEPT THOSE EXPRESSLY CONTAINED HEREIN. GES DISCLAIMS ALL OTHER WARRANTIES AND CONDITIONS IMPLIED BY OPERATION OF LAW OR OTHERWISE, USAGE OF TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, QUALITY AND FITNESS FOR PARTICULAR PURPOSE.

D. Suitability. It shall be Customer’s responsibility to provide GES with accurate, complete and detailed instruction related to the Services and/or Exhibit. Customer represents and warrants that it alone has determined that the Services and/or the Exhibit shall suitably meet any safety requirements and the requirements of their intended function including, but not limited to, the specific Show requirements. It is expressly understood that any advice furnished by GES with respect thereto, or the condition of the Exhibit is given without charge, and GES assumes no obligation or liability for the advice given, alterations to the Exhibit made at Customer’s request or results obtained, all such advice being given and accepted at Customer’s risk.

12. LIMITATIONS OF LIABILITY

The following limitations of GES’ liability are acknowledged by the parties to be fair and reasonable:

A. Disclaimer and Limitation of Damages. IN NO EVENT SHALL GES BE LIABLE FOR SPECIAL, INDIRECT, CONSEQUENTIAL OR INCIDENTAL DAMAGES ARISING UNDER CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, and WARRANTY OR ANY OTHER THEORY OF LIABILITY. Such
damages include, but are not limited to, loss of profits, loss of business opportunity, loss of use of the Exhibit, damage to property, or claims of third parties. The total liability of GES to Customer from any cause whatsoever, except liability related to transportation services as limited below, will be limited to the lesser of Customer’s actual damages or the purchase price for the Services that are the subject to Customer’s loss or damage.

B. Transportation Services Liability. In the event that transportation services are provided by GES, as specifically set forth and detailed in the GES Services, and a loss or damage to Customer’s properties results there from, then GES’ liability is limited to the following:

(i) GES shall be liable for loss or damage to Customer’s properties only if such loss or damage is caused by the sole negligence or willful misconduct of GES and, in that event, GES liability is limited to the lesser of 1) the depreciated value of the properties; 2) the repair cost; or 3) the limitation of liability which is the lesser of $.50 (fifty cents) per pound per package, $100.00 (one hundred dollars) per package or $1500.00 (one thousand five hundred dollars) per occurrence.

(ii) Excess Declared Value: Customer may obtain a higher limitation of liability, up to $20,000 per shipment as follows: 1. To request Excess Declared Value; (a) Customer must state the Excess Declared Value amount in the space provided on the GES services order forms and on the Material Handling Order Form, and; (b) Check the box requesting Excess Declared Value, and; (c) Pay the appropriate charge for Excess Declared Value prior to shipment date. 2. Cost – Excess Declared Value is available from GES for $2.00 per $100.00 of Excess Declared Value with a $100.00 minimum charge. 3. Not Insurance – Excess Declared Value is NOT INSURANCE. GES IS NOT AN INSURANCE COMPANY AND DOES NOT OFFER OR PROVIDE INSURANCE. GES will not be liable or responsible for loss or damage to Customer Goods, unless such loss or damage is caused by GES’ negligence. Excess Declared Value is not available for: plasma screens, LCD screens, electronic equipment, original art, one of a kind items and/or prototypes. Declared Value may never be purchased in excess of $20,000 for purposes of this provision. GES’ liability in all circumstances shall be limited to the amount of this cap. Notwithstanding the foregoing, all shipments containing the following items of extraordinary value are limited to the maximum declared value of $500.00 (USD). 1. Clocks, jewelry, including costume jewelry, furs or items trimmed in fur; 2. Coins, money, currency, gift certificates, gift cards, debit cards or credit cards; 3. Personal effects including without limitation, clothing, paper and documents or any other items of extraordinary value. In addition, any Declared Value in excess of the maximum stated above is null and void and the acceptance by GES for carriage of any shipment with a declared value in excess of the allowed maximums does not constitute a waiver of these maximums. Under no circumstance will GES be responsible for any incidental, consequential or punitive damages due to loss, damage, theft or delay of Goods or any other causes.

C. Risk of Loss. GES DOES NOT PROVIDE ON-SITE SECURITY. AT NO TIME SHALL GES BE LIABLE FOR FIRE, WATER DAMAGE, THEFT, LOSS OF PROPERTY OR OTHER RISKS OR DAMAGES TO THE EXHIBIT OR CUSTOMER’S PROPERTY WITHIN THE EXHIBIT. GES is not responsible or liable for any Customer owned property or equipment while on the Show floor or while awaiting transportation. Customer is responsible for obtaining or providing its own insurance and for taking adequate security measures to protect its properties at Show site. Where GES arranges for security for Customer through the Official Show Contractor, Customer shall look solely to that party in the event of any loss or damage.

D. Indemnification. Except as otherwise provided herein, each party agrees to indemnify and hold the other party harmless from and against any and all claims, demands, costs and expenses, including reasonable attorney’s fees for the defense thereof, arising from
(i) the indemnifying party's, or its employee's, agent's or representative's wrongful or negligent act or omission or

(ii) the indemnifying party's breach of any representation, warranty or obligation under this Agreement. In case of any action or proceeding brought against either party by reason of any such claim, upon notice from such party, the indemnifying party covenants to defend such action or proceeding (by counsel reasonably satisfactory to the other party), unless such action or proceeding alleges the joint or concurring wrongful or negligent act, or omission, of both parties.

E. Release of Liability. While GES strives to ensure a safe work place, should Customer or any invitee of Customer enter the exhibit space while GES is providing Services, Customer and such invitees assume the risk of injury and responsibility for their actions and Customer agrees to indemnify and hold GES harmless for and defend it against any harm caused to persons and/or damage to properties resulting there from. GES shall have the right to request such persons leave until the area is considered safe, request and receive a written release of liability from Customer with respect to such persons, cease provision of Services without liability to Customer or any combination of actions thereof. When Customer acts as supervisor of GES, Customer releases GES from liability for acts arising out of or injury caused by work under the control of Customer or in accordance with the Customer’s instructions.

13. EXCUSE

Neither party shall be liable for any damages sustained from delay or non-performance due to events beyond its reasonable control, including without limitation, strikes or other labor disputes, weather, earthquakes, fires, floods, war, riots, civil disorder, acts of terrorism, failure of power or utilities and government acts. If an occurrence over which neither party has reasonable control arises which would prevent, postpone, interrupt, or require cancellation of the Show, Customer shall reimburse GES for its direct expenses in pursuing or providing Services until the date of this occurrence. Notwithstanding the foregoing, this Section 13 shall not apply to the financial inability of a party to perform hereunder, or to any changes in the economy or marketplace.

14. DISPUTE RESOLUTION; APPLICABLE LAW; & JURISDICTION

Any dispute arising out of or related to this Agreement shall be resolved in accordance with the laws of the State of Nevada. Except as provided in this Section 14, all disputes arising hereunder shall be resolved by binding arbitration in Las Vegas, Nevada in accordance with the Commercial Arbitration Rules of the American Arbitration Association. Where injunctions or other equitable or similar relief is sought, the parties may pursue any such action in any court of competent jurisdiction. For a dispute of nonpayment, GES may pursue resolution in any court of competent jurisdiction or through collection procedures.

15. LIMITATION PERIOD

All causes of action against GES arising out of the performance or non-performance of the terms of this Agreement must be filed no later than one (1) year after the cause of action accrues.

16. SEVERABILITY

A holding that any term or condition hereof is void or unenforceable shall not render void or unenforceable any other terms or condition unless such invalidity materially impairs the ability of the
parties to consummate the transaction contemplated by this Agreement.

17. ENTIRE AGREEMENT

This Agreement evidences the final, complete and entire agreement between the parties and supersedes all prior and contemporary written or oral representations or agreements with respect thereto. This Agreement may be modified ONLY by express written agreement signed by the party against whom enforcement is sought and may not be altered, modified or waived orally, by course of performance, course of dealing or usage of trade. If this writing differs in any way from the terms and conditions of Customer's order or if this writing is construed as an acceptance or as a confirmation acting as an acceptance, then GES' ACCEPTANCE IS EXPRESSLY MADE CONDITIONAL ON CUSTOMER'S ASSENT TO ANY TERMS AND CONDITIONS CONTAINED IN THIS AGREEMENT THAT ARE DIFFERENT FROM OR ADDITIONAL TO THOSE CONTAINED IN CUSTOMER'S WRITING.

Further, this writing shall be deemed notice of obligation to Customer of such terms and conditions. If this writing is construed as the offer, acceptance hereof is EXPRESSLY LIMITED TO THE TERMS AND CONDITIONS CONTAINED IN THIS AGREEMENT. In any event, the Customer's acceptance of the Exhibit Services shall manifest Customer's assent to the terms and conditions set forth in this Agreement.

18. SURVIVAL

Sections 4.C., 4.E., 5, 6, 12, 14, and 15 shall survive the termination of this Agreement.

Both parties agree that a facsimile or electronic signature will serve as an original signature and will be binding on the parties. GES performance is expressly conditioned on Customer’s acceptance of this Agreement and the parties hereto agree to be bound hereby as indicated by the signature of each party’s authorized representative on the Exhibit & Design Contract.

Revised: 06/01/10