

SCHEDULE A: LICENSE AGREEMENT - GENERAL TERMS & CONDITIONS

1. Management. EnsembleIQ, Inc. (a Delaware corporation) ("Management") shall manage the event (the "Event") at the venue or venues (the "Venue"), identified on the preceding pages of this License Agreement for Sponsorship and/or Exhibit Participation ("Pages 1 and 2").

2. Application Acceptance. Management may accept the Application either via express written acceptance, or by the submission of an invoice to Exhibitor / Sponsor. If Management accepts the Application, Exhibitor / Sponsor is hereby granted a license (the "License") to participate in the Event as an exhibitor / sponsor, in accordance with the terms of the License Agreement (as defined in Section 3 below). The License permits Exhibitor / Sponsor to occupy and utilize the booth area or use the sponsorship assets or other space assigned to it by Management (the "Exhibit Space / Sponsorship Space") [1] to exhibit / promote permitted products at the Event and to utilize, where applicable, Management provided services. Exhibitor / Sponsor acknowledges that its deposit shall be processed by Management upon receipt, but that such processing does not constitute an acceptance of the Application and does not grant Exhibitor / Sponsor a License. Exhibitor / Sponsor hereby acknowledges and represents to Management that Exhibitor / Sponsor has received and thoroughly read, understood and agrees with these General Terms & Conditions and Pages 1 and 2.

3. License Agreement. The "License Agreement" includes: (i) these General Terms & Conditions, (ii) Pages 1 and 2, (iii) the Exhibitor Manual, (iv) any other document that may be attached hereto or thereto by Management and any other terms incorporated by reference herein or therein (as each may be amended from time to time solely by a duly authorized representative of Management) including, without limitation, [the Code of Conduct and IP Issues and Procedures (as amended from time to time)][2], and (v) the rules and regulations of the Venue.

4. Interpretation. To the extent any term, occurrence, or condition is not specifically addressed by the License Agreement, any dispute or conflict relating to such matter shall be resolved in the manner deemed appropriate by Management, in its sole discretion. Management shall have full power in the matter of interpretation, amendment and enforcement of the License Agreement.

5. Amendments. The License Agreement may only be amended by a duly authorized representative of Management, and such amendment shall be incorporated herein, and Exhibitor / Sponsor shall be subject to the provisions of the License Agreement as so amended when written notification of such amendment is delivered to Exhibitor / Sponsor (which may be communicated by e-mail).

6. Advertisements. All advertisements in any media with signed insertion orders are non- cancelable and non-refundable. All advertisements are subject to Management approval. Management may, at its sole discretion, reallocate any advertisement space. Management may offer new advertisement products or positions throughout the Event cycle that may not be listed on the License Agreement.

7. Set-off. Management shall have the right to set-off against any amount which may be due from Management to Exhibitor / Sponsor (whether pursuant to the License Agreement or otherwise) any amounts owed to Management or its affiliates by Exhibitor / Sponsor or its affiliates (whether pursuant to the License Agreement or otherwise) for any reason. Management shall also have the right to apply any amounts received from Exhibitor / Sponsor under the License Agreement to any other amounts due to Management or its affiliates from Exhibitor / Sponsor or its affiliates (whether pursuant to the License Agreement or otherwise).

8. Permitted Publications. Management reserves the right to determine the eligibility of any publication for display or distribution. Publications which contain advertisements purchased by exhibitors / sponsors and which (a) are published only during the Event or (b) otherwise target the Event and its customers are not eligible products for display or distribution from any exhibit / sponsor space or from anywhere in the Venue or its grounds. For the avoidance of doubt, non- official show dailies are not eligible products for display or distribution. Exhibitor / Sponsor shall not exhibit, promote, offer for sale, give as a premium, hand out, distribute or advertise articles or publications not manufactured, published or sold in its own name.

9. Intellectual Property. Management expects Exhibitor / Sponsor to respect the intellectual property rights of other parties. Exhibitor / Sponsor shall not market, sell, promote or display any product at the Event that is counterfeit or in any way infringes trademarks, copyrights, patents or other intellectual property of a third party. Exhibitor / Sponsor represents and warrants to Management that the names, logos, art work and other content Exhibitor / Sponsor or its agents submitted for use in any media (including, but not limited to, ads, the Event website or any Event publication) shall not infringe the intellectual property rights of any third party and shall not contain anything which is libelous, obscene, indecent, blasphemous or in any way unlawful. Any exhibitor determined to be involved in unauthorized, counterfeit or infringing activity, will be subject to having all such unauthorized, infringing, counterfeit or misleading products and promotional materials removed from the Event. However, this stipulation does not create an obligation for Management to take such

action. Management shall not be liable for intellectual property infringements that may be committed by the Exhibitor / Sponsor, or arise from or relate to the actions or omissions of Exhibitor / Sponsor.

10. Intellectual Property Disputes Between Exhibitors / Sponsors; Service of Process & Orders. Neither Exhibitor / Sponsor nor its agents (including, but not limited to, legal counsel or process servers) shall serve process on any other exhibitor / sponsor during the hours the Event is open to attendees. If Exhibitor / Sponsor has obtained a judicial/administrative relief order against another exhibitor / sponsor, and Exhibitor / Sponsor has no reasonable alternative to serving such order on the other exhibitor / sponsor during the Event, then Exhibitor / Sponsor or its agent shall use their best efforts to serve such order during the hours the Event is closed to attendees. Notwithstanding the foregoing, Exhibitor / Sponsor shall provide Management advanced written notice of the order obtained (including a copy of such order) so that a Management representative may escort Exhibitor / Sponsor or its agent to the booth of the exhibitor or sponsor area of such other exhibitor / sponsor to be served and minimize any disruption to the Event caused by such service. Exhibitor / Sponsor agrees to use its best efforts to resolve any intellectual property disputes with other exhibitors / sponsors by no later than one week prior to the first day the Event is open for attendees.

11. Compliance with Laws. Exhibitor / Sponsor shall comply with all U.S. Federal, State and local laws and shall obtain all required permissions under such laws and from the Venue, including the Americans with Disabilities Act of 1990, as amended.

12. Union Work Rules. Exhibitor / Sponsor shall abide by union work rules and jurisdictions of the city where the Venue is located and of the Venue, if applicable, including the use of the Venue's exclusive services (as applicable).

13. Good Neighbor Policy. Exhibitor / Sponsor shall operate their space so as not to annoy, endanger or interfere with the rights of other exhibitors, sponsors or attendees. Management may, in its sole discretion, prohibit any action resulting in complaints from other exhibitors, sponsors or attendees and which interferes with the rights of others or exposes them to annoyance or danger. Exhibitor's / Sponsor's unreasonable interference with or inconvenience to the Event, exhibitors, sponsors or attendees shall be deemed a breach of the License Agreement.

14. Exhibitor / Sponsor Representatives; Designated Area. Exhibitor / Sponsor representatives shall be restricted to Exhibitor's / Sponsor's employees and authorized representatives and each must be 18 years of age or older, unless Management provides its prior written consent otherwise, and if Management provides such consent, such consent is limited to those individuals identified by Exhibitor / Sponsor in its request for consent. Management may, in its sole discretion, limit the number of Exhibitor's / Sponsor's representatives in its designated space. Exhibitor's / Sponsor's representatives shall at all times wear badge identification furnished by Management. Exhibitor / Sponsor acknowledges that it shall require its representatives to dress and conduct themselves in an appropriate and professional manner. Management reserves the right to determine, in its sole discretion, whether the character and attire of Exhibitor's / Sponsor's representatives are acceptable. Exhibitor / Sponsor representatives must staff Exhibitor's / Sponsor's designated space during all hours that the Event is open to attendees.

15. Safety and Fire Laws; Electrical Safety; No Smoking. Exhibitor / Sponsor must strictly observe all applicable fire and safety laws and regulations. Drapes and all other cloth decorations must be flameproof. Wiring must comply with local fire department, governmental agency fire inspection ordinances and underwriters' rules. Smoking (including electronic cigarettes) in the Venue is forbidden. Crowding shall be restricted, and aisles and fire exits must not be blocked at any time. Products for display, signage, banners and decorations must not violate applicable fire codes. No storage behind exhibits / sponsor areas is permitted. Display wiring must exhibit all applicable seals of official approving agencies as may be required by the Venue. All displays must meet the building codes of the city in which the Event takes place.

16. Exhibitor / Sponsor Breach. If Exhibitor / Sponsor breaches any of the terms of the License Agreement (including any of its obligations under the License Agreement), (1)

Management may immediately, without notice, prohibit Exhibitor / Sponsor from participating at the Event and all future Events run by Management and terminate the License hereunder, (2) Management may pursue any other legal or equitable remedies to which it is entitled. Further, Management may thereupon direct Exhibitor / Sponsor to immediately remove its employees, any of its representatives and agents, and all of its merchandise and other property from the Venue at Exhibitor's / Sponsor's sole cost and expense.

17. Resolution of Certain Disputes. If there is a dispute or disagreement between (1) Exhibitor / Sponsor and an [official contractor][4], (2) Exhibitor / Sponsor and a labor union or labor union representative or (3) Exhibitor / Sponsor and one or more exhibitors or sponsors, Management's interpretations of the rules governing the Event and Management's actions or decisions concerning the dispute or disagreement and Management's resolution thereof shall be binding on Exhibitor / Sponsor.

18. Event Directory, Event Website & Event Publications. Exhibitor / Sponsor authorizes Management to publish Exhibitor's / Sponsor's directory entry on the Event website, in the official catalogue for the Event and in any other directory relating to the Event or relevant industry. Exhibitor / Sponsor is required to complete its own directory entry on the Event website. If Exhibitor / Sponsor fails to complete its directory entry on the Event website, Management shall be entitled to enter Exhibitor's / Sponsor's details from Pages 1 and 2 and a description from a previous Event year (if available) on its behalf. Management shall not be liable for any omissions, misquotations or other errors, including, without limitation, any which appear in the Event's directory, on the Event website, in the official catalogue of the Event or any other media.

19. Publicity & Promotion; Permissions. Exhibitor / Sponsor gives Management the permission to use Exhibitor's / Sponsor's name, logo and products and the likeness of any [representative] [5] or products promoted by Exhibitor / Sponsor in all media formats (whether now known or hereafter existing) in connection with the promotion and publicity of the Event. Exhibitor / Sponsor waives the right to inspect or approve such use. Exhibitor / Sponsor also waives all rights to royalties or other compensation arising out of or related to such use of Exhibitor's / Sponsor's name, logo and products and the likeness of any Exhibitor / Sponsor [representative] by Management.

20. Photography. The photographic rights for the Event are reserved to Management, but CAMA reserves the right to take photos within the CAMA exhibit area for the association's promotional use and posting on the association website. Exhibitor / Sponsor may request photography services from the official photographers approved by Management, if desired. All other photography is strictly prohibited, unless Exhibitor / Sponsor receives Management's prior written consent in advance of the Event for such photography. Photographing other exhibitors' / sponsors' booths, content or activations or products is strictly prohibited, and such violations may result in ejection from the Event and/or confiscation of camera equipment.

21. Damage to Property. Exhibitor / Sponsor is liable for any damage it or its agents cause to the Venue's floors, ceilings, walls or columns, or to standard booth equipment, or to Management's or other exhibitors' or sponsors' property.

22. Indemnity. Exhibitor / Sponsor shall indemnify and hold harmless Management, the Event's owner(s) and sponsors, the Venue owner, and the city in which the Event is being held if the city owns the Venue, and each of their respective officers, directors, employees and other agents, from and against all claims, losses, suits, damages, judgments, expenses, costs (including, without limitation, reasonable legal fees) and charges of every kind arising out of or resulting from (1) its execution of the License Agreement or its occupancy of the Event Space or presence at the Event, (2) the actions, inactions or negligence of Exhibitor / Sponsor, its agents, representatives or employees (including Exhibitor / Sponsor appointed contractors), (3) the breach by Exhibitor / Sponsor of the License Agreement, (4) the breach by Exhibitor / Sponsor of the intellectual property rights of any third party, whether knowingly or unknowingly, and whether intentionally or unintentionally (including, but not limited to, the sale or distribution of pirated goods and counterfeits/"knock-offs" of existing products and services), (5) Exhibitor's / Sponsor's submissions to Management including but not limited to ads and information for the Event directory, the Event website and Event publications, (6) Exhibitor's / Sponsor's allegations of infringement against another exhibitor / sponsor, including Exhibitor's / Sponsor's service of process on another exhibitor / sponsor, (7) Exhibitor's / Sponsor's service of a judicial/administrative order on another exhibitor / sponsor, (8) Exhibitor's / Sponsor's use of music, (9) Exhibitor's / Sponsor's violations of any legal and/or regulatory requirements or (10) actions taken by Management at: (i) the request of Exhibitor / Sponsor regarding the asserted intellectual property rights of Exhibitor / Sponsor; or [(ii) the discretion of Management where Management had a reasonable belief as to the legitimacy of its action in regard to the asserted Intellectual Property rights of an exhibitor/sponsor.][6]

23. Limitation of Liability. In no case and in no circumstance shall Management's aggregate liability arising from the License Agreement exceed the amounts paid by Exhibitor / Sponsor to Management for the services provided by Management to Exhibitor / Sponsor in connection with the Event and the License. Management shall not be responsible for and shall have no liability resulting from loss or damage to displays or goods belonging to Exhibitor/Sponsor, whether resulting from, without limitation, fire, storms, acts of God, air conditioning or heating failure, theft, pilferage, disappearance, bomb threats, roof leaks, Event attendees, visitors and guests, shipments coming in or out of the Venue or Event area, inadequately packed property or other causes. All such items are brought to the Event and displayed at Exhibitor's / Sponsor's own risk, and should be safeguarded at all times. Exhibitor / Sponsor may furnish guards at its own cost and expense only with the prior written consent of Management. Management makes no representations or warranties with respect to the number of attendees or the demographic nature or other characteristics of such attendees. NEITHER PARTY TO THIS LICENSE AGREEMENT SHALL BE LIABLE TO THE OTHER FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, PUNITIVE, OR INDIRECT DAMAGES ARISING FROM OR RELATING TO THE LICENSE AGREEMENT, REGARDLESS OF SUCH PARTY BEING ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING THE FOREGOING, NOTHING IN THIS PARAGRAPH IS INTENDED TO LIMIT OR RESTRICT THE INDEMNIFICATION RIGHTS OR OBLIGATIONS OF ANY PARTY UNDER SECTIONS 21 AND 22 HEREOF.

24. Due Execution. If the individual holding herself/himself out as duly authorized to execute the License Agreement is not so authorized, he or she hereby covenants to indemnify Management (and its affiliates and their respective officers, directors, employees and other agents) from and against all claims, losses, suits, damages, judgments, expenses, costs

(including, without limitation, reasonable legal fees) and charges of every kind caused by her/his execution of the License Agreement and (without limitation) shall be personally liable to Management for all payments that would have been payable to Management by Exhibitor / Sponsor had the License Agreement been duly executed on behalf of Exhibitor / Sponsor.

25. Insurance. Exhibitor / Sponsor shall maintain at its sole cost and expense and throughout the duration of the Event Commercial General Liability (the "CGL") insurance coverage with a minimum combined single limit of CAD 1,000,000, covering bodily injury (including death), personal injury, and property damage liability, with extraterritorial coverage. Such CGL insurance shall name as additional insureds EnsembleIQ, Inc. and its affiliates, the Venue owner, the city in which the Event is being held if the city owns the Venue and any additional party Management may reasonably request. Exhibitor / Sponsor shall also maintain at its sole cost and expense Workers Compensation insurance in an amount compliant with at least the statutory minimum, for employees participating in the Event, as required by law. Exhibitor's / Sponsor' failure to comply with the insurance requirements in this Section shall not relieve Exhibitor / Sponsor of its indemnification obligations pursuant to Section 22 above. Exhibitor / Sponsor understands that neither Management nor the Venue maintains insurance covering Exhibitor's / Sponsor's property, and it is the sole responsibility of Exhibitor / Sponsor to obtain such insurance. Exhibitor / Sponsor must maintain property insurance covering Exhibitor's / Sponsor's property on an "all risk" basis at all times, including, without limitation, when (as applicable) property is stored in vaults on the Event floor. Certificates of Insurance must be available onsite during the Event and must be furnished to Management by Exhibitor / Sponsor if requested by Management.

26. Non-Force Majeure Changes to Dates, Venue or Exhibit / Sponsor Space by Management. Management may, in its sole discretion, change the dates and/or Venue for the Event upon notice to Exhibitor / Sponsor (which may be communicated by e-mail). Management shall not be liable for any costs, damages, fees or other expenses of Exhibitor / Sponsor as a result of any such changes. Additionally, Management reserves the right to relocate Exhibitor's / Sponsor's Exhibit Space / Sponsorship Space to any space within the Venue at any time.

27. Force Majeure. If the Venue shall become, in the sole discretion of Management, unfit for occupancy, or the holding of the Event or if the performance of Management under the License Agreement is interfered with by virtue of a Force Majeure (as defined below), the License Agreement and/or the Event (or any part thereof) may be terminated by Management or the Event (or any part thereof) may be postponed and/or re-located by Management. Management shall not be responsible for delays, damage, loss, increased costs or other unfavorable conditions arising from or relating to a Force Majeure. A "Force Majeure" shall include, but not be limited to: fire; casualty; flood; epidemic; pandemic, World Health Organization (WHO), Center for Disease Control (CDC) travel advisory or travel alert; inability for the industry to gather, earthquake; explosion or accident; blockade embargo; inclement weather; governmental restraints; restraints or orders of civil defense or military authorities; act of public enemy; riot or civil disturbance; act or threatened act of terrorism, strike, lockout, boycott or other labor disturbance; Venue cancellation, inability to secure sufficient labor; technical or other personnel failure; impairment or lack of adequate transportation facilities; inability to obtain, or condemnation, requisition or commandeering of, necessary supplies or equipment; local, state or federal laws, ordinances, rules, orders, decrees or regulations whether legislative, executive or judicial, and whether constitutional or unconstitutional; or acts of God or any other cause or causes not reasonably within the control of Management.

Termination of License Agreement and/or Event. If Management terminates the License Agreement and/or the Event (or any part thereof) as a result of a Force Majeure or non-Force Majeure as defined in Section 26 of this Agreement, then Management may retain such part of the License Fees as shall be required to compensate it for expenses incurred by it up to the time of such termination (including venue, hotel and other costs to be paid as cancellation penalties), and there shall be no further liability on the part of either party. Management shall not be liable for any costs, damages, fees or expenses of Exhibitor / Sponsor as a result of such termination.

Postponement; Relocation. Management shall not be liable for any costs, damages, fees or expenses of Exhibitor / Sponsor as a result of postponement and/or re-location.

28. Admission of Attendees. Management shall have sole control over admission policies at all times. See Event website for the current attendee admission policy.

29. Notices. Any notices to Management shall be given in writing by e-mail (with confirmation of receipt), courier service, hand delivery, registered mail, certified mail, overnight mail or overnight courier, return receipt requested, postage prepaid to 8550 W. BRYN MAWR AVE. STE. 200, CHICAGO, IL 60631, or at such other address as may from time to time be designated by Management.

30. Governing Law; Forum Selection Clause. This License Agreement is deemed to be entered into in the State of Illinois and governed by the laws of the State of Illinois without regard to its choice or conflicts of laws principles. Exhibitor / Sponsor consents to the jurisdiction of the state and federal courts of the State of Illinois for the resolution of any and all disputes and claims arising in connection with the License Agreement. Management, however, shall not be obligated to enforce its

rights in the State of Illinois, and instead, may enforce its rights in any other proper jurisdiction. Exhibitor / Sponsor waives any claims as to lack of personal or subject matter jurisdiction and agrees that it is subject to the jurisdiction of the State of Illinois.

31. Disclaimer of Warranties. Except as may be otherwise set forth in this License Agreement, Management does not make any warranty, express or implied, regarding the services to be provided by it, and Management hereby expressly disclaims the implied warranties of Merchantability and Fitness for a Particular Purpose.

32. Reservation of Rights. Management reserves the right to take any action that is reasonably necessary in the sole judgment of Management for the protection of the Event and/or any Event participants, including, but not limited to, exhibitors, sponsor and attendees.

33. Entire Agreement; Integration of License Agreement; Non-Reliance. The License Agreement contains the entire agreement between Management and Exhibitor / Sponsor. Exhibitor/Sponsor acknowledges that in entering into the License Agreement it has not relied on, and shall have no right or remedy in respect of, any statement, representation, assurance or warranty (whether made negligently or innocently) other than as expressly set out in the License Agreement.