

Terms and Conditions

1. EXHIBITOR is solely responsible for the information and material ("CONTENT") supplied by EXHIBITOR to GEORGE LITTLE MANAGEMENT, LLC ("GLM"), and except as otherwise provided herein, GLM will exercise no editorial control over such CONTENT.
2. If EXHIBITOR wishes to make modifications to the product or changes to the services agreed to herein, such modifications and/or changes will be made upon the mutual written agreement of EXHIBITOR and GLM, which shall include agreement regarding changes in fees and/or expenses.
3. Subject to all other terms and conditions of the Agreement, GLM warrants that the trade show site will be available for access for the period set forth in Paragraph 8 on a commercially reasonable basis, but GLM MAKES NO WARRANTIES, AND EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, THAT OPERATION OF THE TRADE SHOW SITE WILL BE UNINTERRUPTED OR ERROR-FREE. GLM will promptly correct any deficiencies or errors in the trade show site discovered by GLM or of which GLM has been notified by EXHIBITOR, which prevent the trade show site from being available for access on a commercially reasonable basis. Notwithstanding the foregoing, GLM shall not be responsible for any deficiencies or errors caused by the CONTENT, nor for any deficiencies or errors experienced by users of the trade show site who do not have the equipment and software required for optimal viewing according to the specifications set forth in the description of the services.
4. GLM and EXHIBITOR each warrant as to each of their respective contributions to the trade show site, that:
 - A. Such contribution is original, and does not include any material that will violate or infringe upon the patent, copyright, trade secret, trademark or other intellectual property rights of any third party; or
 - B. The consent of all parties possessing patent, copyright, trade secret, trademark or other intellectual property rights in such contribution has been obtained (including, but not limited to any required consents for hyperlinks to or framing of other web sites); or
 - C. Such contribution is in the public domain.
5. OTHER THAN THE EXPRESS WARRANTIES SET FORTH HEREIN, GLM HEREBY DISCLAIMS ANY AND ALL WARRANTIES WITH RESPECT TO THE EXHIBITOR GRAPHICS, OR IN CONNECTION WITH THE SERVICES PROVIDED BY GLM, WHETHER EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Further, (a) GLM's total liability for any and all claims arising under this Agreement shall be limited to the fees paid by EXHIBITOR for the services provided for herein; and (b) IN NO EVENT SHALL GLM BE LIABLE FOR SPECIAL, INDIRECT, CONSEQUENTIAL OR INCIDENTAL DAMAGES, whether arising under contract, warranty, tort, negligence, strict liability or any other theory of liability. Such damages include but are not limited to, loss of profits, interruption or loss of use of the trade show site, loss of data, and damages to property.

6. In the event it is necessary to take legal action with respect to any dispute or disagreement between the parties, or to collect any unpaid fees or expenses under this Agreement, it is mutually agreed that the prevailing party will receive its reasonable costs or expenses incurred, including reasonable attorneys' fees.
7. Subject to the limitations set forth herein, each party hereto shall indemnify, defend and hold harmless the other party, its affiliates and subsidiaries, and their stockholders, officers, employees, servants, and agents 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 obligations, activities or performance of such party under this Agreement.
8. Neither party shall be liable for failure to perform its obligations under this Agreement where such failure is due in whole or in part to earthquake, fire, flood, tornado, hurricane, or other acts of God, casualty, accident, embargo, strike, lock out or work stoppage, material shortage, war, government regulation, failure of power or utilities, failure of the Internet, or any other cause beyond the reasonable control of such party.
9. This Agreement shall commence on the authorization date and shall continue thereafter for a period of two months after the trade show to which it relates; provided, however, if either party should fail at any time to correct a material breach of the terms hereof within thirty days after written notice by the other party, or becomes insolvent or permits any act of bankruptcy, this agreement shall terminate and be canceled forthwith, WITHOUT NOTICE or further obligation on the part of the non-breaching party.
10. Upon expiration, termination or cancellation of this Agreement for any reason, all outstanding, unpaid fees and expenses shall be tendered to GLM within thirty days following the date of such expiration, termination or cancellation.
11. The Agreement shall be governed by and construed in accordance with the laws of the State of New York as if it is an agreement made and to be performed entirely within such State. This Agreement may not be amended or modified except by a writing signed by both of the parties hereto.