

ELM18 Sponsorship Terms

SPONSORSHIP PAYMENT POLICY: Sponsor agrees to make full payment for fees associated with confirmed sponsorship within 30 days of signed agreement. Failure to pay in full according to these guidelines will result in the removal of your assignment on the floor until payment is made. Your participation will not be promoted on the web or in conference materials until full payment is made.

Once Sponsorship Application has been received, a special link to your sponsorship package will be sent via email.

CANCELLATION POLICY: Sponsor may cancel this Order Form by providing an email notice to Karen.McCracken@wolterskluwer.com and by receiving an email confirmation in return, subject to the following timelines.

Cancellation on or before October 1, 2018. Full refund

Cancellation after October 1, 2018 50% of sponsorship fee

Sponsor Services Manual to be issued separately.

Sponsor packages are subject to change. If changes are necessary, Sponsor will be notified and given the opportunity to cancel without penalty.

ACCEPTANCE OF TERMS AND CONDITIONS UNDER THIS ORDER FORM: Sponsor hereby orders from Wolters Kluwer ELM Solutions, Inc. the products, services and/or software described in this order form ("Order Form"). This Order Form is issued under and incorporates the Terms & Conditions, attached hereto as Exhibit A, governing the purchase of Wolters Kluwer ELM Solutions, Inc. sponsorship offerings pursuant to the Order Form.

Exhibit A

SPONSORSHIP PROGRAM TERMS & CONDITIONS

Sponsor (as identified on the Order Form) agrees to sponsor the ELM18 User Conference (the "**Sponsored Event**") promoted by Wolters Kluwer ELM Solutions, Inc. ("**ELM Solutions**") pursuant to these terms and conditions ("**Terms**") and the sponsorship program ordered pursuant to the Order Form (the "Sponsorship Program") preceding these Terms (the Terms and the Order Form collectively, the "**Agreement**").

Services. Any services or deliverables Sponsor receives from Wolters Kluwer ELM Solutions pursuant to the Sponsorship Program (the "**Services**") are provided "as-is", and ELM SOLUTIONS, ITS MEMBERS, DIRECTORS, EMPLOYEES, AGENTS OR AFFILIATES, AND EACH OF THEM EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES OF ANY KIND OR NATURE, WHETHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Wolters Kluwer ELM Solutions, Inc. Marks. "**Wolters Kluwer ELM Solutions, Inc. Trademarks**" means all names, marks, logos, designs, trade dress and other brand designations used by ELM Solutions in connection with the Sponsored Event or Services. Sponsor may refer to ELM Solutions, the Sponsored Event and ELM Solutions' Services by use of the associated ELM Solutions Trademarks only if such reference is not misleading and complies with the then current ELM Solutions Brand Guidelines, which are incorporated herein by this reference and which ELM Solutions may modify from time to time in its sole discretion. Sponsor may not remove, alter or add to any ELM Solutions Trademarks, nor will Sponsor incorporate any ELM Solutions Trademarks into Sponsor's trademarks, service marks, company names, internet addresses, domain names, or any other similar

designations. Sponsor is granted no right, title or license to, or interest in, any ELM Solutions Trademarks. Sponsor acknowledges ELM Solutions' rights in the ELM Solutions Trademarks and agrees that any use of ELM Solutions Trademarks by Sponsor will inure to ELM Solutions' sole benefit.

Sponsor Marks. ELM Solutions' use of the Sponsor Marks will comply with Sponsor's brand guidelines, as made available to ELM Solutions. Sponsor hereby grants ELM Solutions a non-transferrable, worldwide, non-assignable, royalty-free, license to use any of Sponsor's trademark, logo, service mark, or trade name, ("**Sponsor Mark(s)**") with respect to: (a) ELM Solutions advertising, promotion, execution and memorialization of the Sponsored Event; (b) ELM Solutions' fulfillment of Sponsor's respective sponsor level incentives and perks as outlined in the Sponsorship Program (i.e. Diamond, Platinum, Gold, Silver, etc.); and (c) the use by ELM Solutions to produce any Sponsored Event related brochures, pamphlets, presentations, website content, or other materials related to the Sponsored Event that may be distributed by ELM Solutions prior to, at or after the Sponsored Event. Sponsor retains all rights in and to the Sponsor Marks.

Cancellation or Termination. If ELM Solutions elects to cancel the Sponsored Event, ELM Solutions will refund only payments made directly to ELM Solutions and will not be held responsible for other costs or expenditures incurred by Sponsor. ELM Solutions will not refund payments or assume additional costs and/or liability that result from fire, casualty, flood, epidemic, earthquake, explosion, accident, blockage, embargo, inclement weather, governmental restraints, act of public enemy, riot or civil disturbance, impairment or lack of adequate transportation, inability to secure sufficient labor, technical or other personnel, municipal, state or federal law, act of war, or act of God. If Sponsor elects to cancel its participation in the Sponsored Event or if Sponsor materially breaches the Agreement, ELM Solutions will be entitled to retain one hundred percent (100%) of the fees payable pursuant to the Agreement.

Payment. Sponsor will pay such amounts set forth in Order Form for the Sponsorship Level selected by Sponsor and agreed to by ELM Solutions. Invoices shall be due and payable in full within thirty (30) days of receipt by Sponsor. Should the invoice be unpaid thirty (30) days prior to the Sponsored Event, ELM Solutions reserves the right to withhold all participation, including promotion, in the Sponsored Event and any rights, privileges and perks outlined in the Sponsorship Program until payment is received. No Sponsor will be permitted to attend the Sponsored Event if payment has not been received.

Representations and Warranties. Sponsor represents and warrants, that Sponsor has the full capacity, authority, right and power to enter into the Agreement.

Indemnification. Each party shall indemnify, defend and hold harmless the other party's officers, members, directors, employees and agents, and each of them from any and all third party claims, actions, causes of action, demands or liabilities of whatsoever kind and nature including judgments, interest, reasonable attorneys' fees, and all other costs, fees, expenses and charges finally awarded by a court of competent jurisdiction and which the party's, or its officers, members, directors, employees and agents, may incur arising out (1) any grossly negligent or willful misconduct by either party, its employees, or any third party engaged by either party in the execution of or conduct in the Sponsored Event or in connection with rights, privileges, perks and Services provided in the Sponsorship Program; and (2) any claim for personal injury or property damage occurring at or in connection with the Sponsored Event or in connection with the rights, privileges, perks and Services provided in the Sponsorship Program and directly resulting from either party's gross negligence or willful misconduct (the "**Claim(s)**"). The indemnified party will (at its sole expense) reasonably cooperate to facilitate the settlement or defense of such Claims. The indemnifying party is solely responsible for defending any Claim against the indemnified party, subject to such indemnified party's right to participate with counsel of its own choosing at its own expense, and for payment of all judgments, settlements, damages, losses, liabilities, costs, and expenses, including reasonable attorneys' fees, resulting from all Claims against a indemnified party; provided however, that the indemnifying party will not agree to any settlement that imposes any obligation or liability on the indemnified party without the indemnified party's prior express written consent.

Limitation of Liability. NEITHER PARTY SHALL BE LIABLE FOR ANY NON-ECONOMIC DAMAGES OR ANY INDIRECT, PUNITIVE, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES

(INCLUDING WITHOUT LIMITATION LOSS OF BUSINESS, REVENUE, PROFITS, SAVINGS, GOODWILL, USE, DATA OR ECONOMIC ADVANTAGE), REGARDLESS OF THE NATURE OF THE CLAIM OR RELIEF REQUESTED, EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSSES AND EVEN IF THE REMEDIES PROVIDED FOR IN THIS AGREEMENT SHOULD FAIL OF THEIR ESSENTIAL PURPOSE; PROVIDED HOWEVER, THAT SUCH LIMITATION OF LIABILITY SHALL NOT APPLY TO ANY THIRD PARTY CLAIM FOR WHICH EITHER PARTY MAY BE ENTITLED TO INDEMNIFICATION. EITHER PARTY'S LIABILITY ARISING OUT OF THE AGREEMENT IS LIMITED TO TWO TIMES (2X) THE AMOUNT OF THE FEES PAYABLE TO WOLTERS KLUWER ELM SOLUTIONS UNDER THIS AGREEMENT.

Insurance. Neither ELM Solutions nor the event facility shall be responsible for the security of Sponsor's products, proprietary information or exhibit materials. Sponsor understands that neither ELM Solutions nor the event facility maintains insurance covering the Sponsor's property and liability, and it is the sole responsibility of the Sponsor to obtain such insurance. Under no circumstances shall ELM Solutions or Sponsor, its agents, affiliates, employees or directors be liable for lost profits, or other indirect, incidental, consequential or exemplary damages in connection with the Sponsored Event.

Assignment. This Agreement contains the entire agreement of the parties with respect to the subject matter hereof. Except as otherwise expressly set forth herein, this Agreement may only be modified or terminated in a writing signed by both parties. Neither this Agreement nor any part or portion hereof shall be assigned, sublicensed or otherwise transferred by the Sponsor without the prior written consent of ELM Solutions, which consent shall not be unreasonably withheld or delayed. ELM Solutions may assign this Agreement without the written consent of Sponsor in connection with the transfer or sale of all or substantially all of its business related to this Agreement or in the event of its merger, consolidation, and change in control or similar transaction.

Entire Agreement; Amendments. The Sponsorship Program and these Terms constitute the entire Agreement between the parties regarding the subject matter discussed therein and herein and supersedes all prior or contemporaneous discussions, correspondence and agreements, whether oral or written, pertaining thereto. The Sponsorship Program and these Terms may only be amended or modified in a writing duly executed by both parties. The laws of the State of New York shall govern the Agreement, without reference to conflict of laws principles. **THE PARTIES WAIVE TRIAL BY JURY IN CONNECTION WITH ANY CLAIM, ACTION OR SUIT ASSERTED, BROUGHT OR ARISING UNDER THIS AGREEMENT.** If any provision of the Agreement is held to be void, invalid or inoperative, the remaining provisions of the Agreement shall continue in effect and the invalid portion of any provision shall be deemed modified to the least degree necessary to remedy such invalidity while retaining the original intent of the parties. The exchange of a fully executed Agreement (in counterparts or otherwise) by facsimile shall be sufficient to bind the parties to the Sponsorship Program and conditions of these Terms.