



(WEFTEC® Connect) Water Environment Federation®
Technical Exhibition and Conference License for Virtual Exhibit Showcase

Exhibitor, by signing the License for Virtual Exhibit Showcase 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 Connect” 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 exhibitor showcase is an integral part of the educational offerings; products and services 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 an ambiance appropriate for all participants at WEFTEC. Should WEF determine in its sole discretion that an exhibit 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 or 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 at WEFTEC Connect. 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 Connect. To permit the preparation of the Exhibition in a timely manner and to create the appropriate ambiance 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 the Freeman platform Terms of Use (<https://www.freeman.com/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 Connect.

LICENSE TERMS

Assignment of Exhibit Showcases

WEF reserves the right to adjust page layouts or inclusions as necessary in accordance with the OnlineEvent Pro technical specifications, provided advance notice is given to Exhibitors. No use of showcase assignment space by a party other than the Exhibitor pursuant to this license is permitted. All invoices due to WEF must be paid prior to receiving access to the Exhibit Showcase.

Exhibit Showcases are assigned on a date-received basis.

Terms of Payment

Full payment is due upon receipt of Space Reservation & Contract. Exhibitor is eligible for the Exhibitor Member rate if the Exhibitor has an Exhibitor membership at the time of billing and continuously through to the time of the Exhibition.

Cancellations

All deposits and payments become the sole property of WEF. No refund is provided upon cancellation or change in showcase type (reduction).

Cancellation of the Exhibition

If, in the sole discretion of WEF, it is impossible or impractical to hold WEFTEC Connect 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.

Indemnification and Hold Harmless

The Water Environment Federation, its facilities, agents, officers, board members and employees are not responsible or liable to any person for the Exhibitor's 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, theft, or any other causes.

The Exhibitor shall indemnify and hold the Water Environment Federation, 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 participating in WEFTEC Connect, or from the use by the Exhibitor or its agents of any WEF Trademark. In all instances the liability of WEF, if any, shall be limited to the total amount paid for the exhibit showcase solely for actual losses directly related to the gross negligence of the Water Environment Federation. The Water Environment Federation 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.

Use of Exhibit Showcase Space

Exhibitor Personnel and Representatives

To ensure a successful event, exhibitors are strongly encouraged to maintain staff schedule availability in their showcase during the Exhibitor Power Hours, Monday – Friday, October 5 – 9, 12:30 pm – 2:30 pm EDT, and encouraged to expand availability during scheduled events beyond these hours. All representatives of the exhibitor must be registered and receive login information to be admitted to WEFTEC Connect and participate in the Exhibitor Showcase and matchmaking activities. The sharing of login credentials is prohibited.

Exhibitor Displays and Product Demonstrations

The Exhibitor is solely liable for its supplied materials and all displays 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.

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 showcase 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.

Posted Content

Only the Exhibitor may grant permission to have his/her exhibit content distributed or reproduced. WEFTEC Connect 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 to not distribute any electronic materials such as PDFs, etc., to attendees they are not comfortable posting publicly. WEF does not guarantee any degree of confidentiality beyond the aforementioned registration-access controls.

Code of Conduct

WEF is committed to providing a professional, safe, and welcoming environment during its in-person and virtual events for all water professionals and their guests. WEF expects all attendees, exhibitors, speakers, sponsors, media, and other participants to uphold our commitment to diversity and inclusion by helping us provide a positive conference environment for everyone.

WEF has zero-tolerance for any form of discrimination or harassment, including but not limited to sexual harassment by participants or our staff at our meetings. WEF will take any action deemed necessary and appropriate, including immediate removal from the meeting without warning or refund, in response to any incident of unacceptable behavior, and WEF reserves the right to prohibit attendance at any future meeting, virtually or in person.

Unacceptable behavior is defined as:

- Negative comments about race/ethnicity, gender and gender identity, sexual orientation, disability, age, religion, physical appearance, citizenship, or other protected categories.
- Unwelcome sexual attention, including inappropriate use of nudity and/or sexual images in public spaces or in presentations.
- Threatening, stalking, or endangerment of others.
- Any activity meant to cultivate hostility, ad hominem insults or other attacks.

We do not tolerate the following:

- Disruption of presentations during sessions, exhibitions, or at other events organized by WEF throughout the virtual meeting. All participants must comply with the instructions of the moderator and any WEF virtual event staff.
- Presentations, postings, and messages outside of an exhibitor's showcase or their purchased exhibitor demonstration should not contain promotional materials, special offers, job offers, product announcements, or solicitation for services. WEF reserves the right to remove such messages and potentially ban sources of those solicitations.
- Participants should not copy or take screen shots of any technical presentations, exhibitor showcase demonstration, Q&A or any chat room activity that takes place in the virtual space.

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® Connect (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 Exhibit Showcase. 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 showcase 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 Connect Exhibition, the participants at WEFTEC Connect, 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 Connect 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 Connect and will be removed from the Exhibitor Showcase . 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.