

TERMS AND CONDITIONS

a2z, Inc. is an Application Service Provider (ASP) licensing FloorplanGenie, an online floor plan management solution. Client desires to engage a2z to provide the license for FloorplanGenie solution and a2z agrees to provide the license for such solution pursuant to the terms and conditions set forth in this Agreement. a2z shall be deemed to have the status of an independent contractor, and nothing in this Agreement shall be deemed to place the parties in the relationship of employer-employee, principal-agent, partners or joint ventures.

1. Products and Services. a2z will configure its FloorplanGenie solution subject to the terms and conditions of this Agreement for the event. Any other services requested by Client will be provided by a2z on an as-needed basis pursuant to separate agreement.

2. Term and Termination. The term of this Agreement will commence on the effective date of this Agreement and will expire 90 days after the event. Notwithstanding the agreed life and period of notice, this Agreement may be terminated at any time by the respective other party in the event of either of the parties committing a breach of contract and failing to make good such breach within a period of ninety (90) days after having received from the other party a written request to that effect.

3. Commencement. a2z, Inc. will initiate production and delivery of each Project after receipt of a CAD drawing of the max layout of the floor plan in DWG or DXF format.

4. Ownership of Intellectual Property. Both parties unconditionally guarantee that any elements of text, graphics, photos, design, copyrights, trademarks or other artwork furnished to a2z for inclusion in the Program are owned by Client or that Client has written permission from the rightful owner to use each of these elements, and will hold harmless, protect and defend a2z from any claim, suit, loss, expense or cost arising from the use of such elements furnished by Client, including reasonable attorney fees. All rights to the source code, work-up files and computer programs remain the property of a2z. Client retains ownership of all content and associated html code and graphics. Client also retains the ownership of all event data.

5. ChirpE. Client grants a2z permission to publish its event content, such as exhibitor list and floor plan, on the a2z ChirpE Platform, including ChirpE Mobile, and ChirpE Facebook App. a2z will publish this content in the interest of promoting the event and increased the exposure for exhibitors. It will not use this data to market products and services to exhibitors. As stated in Section 4 above, client retains the ownership of all event data.

6. Indemnification. Both parties agree that they shall defend, indemnify, save and hold the other party harmless from any and all demands, liabilities, losses, costs and claims, including reasonable attorney fees asserted against the other party, its agents, its customers, servants, officers and employees, that may arise or result from any services provided or performed or agreed to be performed or any product sold by its agents, employees or assigns. Both parties agree to defend, indemnify and hold harmless the other against liabilities arising out of any of the following:

- I any injury to person or property caused by any products sold or otherwise distributed in connection with Server service;
- II any material supplied by Client infringing or allegedly infringing on the proprietary rights of a third party; and
- III copyright infringement

7. Confidentiality. The parties acknowledge that in the course of performing their responsibilities under this Agreement, they each may be exposed to or acquire Confidential Information of the other party. Each party agrees to hold such Confidential Information in strict confidence and not to disclose such Confidential Information to third parties, or to use such information for any purpose other than internal business purposes or for the purpose of performing such party's obligations under this Agreement, without the express written permission of the other party; provided, however, that such nondisclosure obligation shall not apply to information that: (a) at the time of its disclosure is, or thereafter becomes, part of the public domain through a source other than the receiving party; (b) was known to the receiving party at the time of its disclosure; (c) is independently developed by the receiving party; (d) is subsequently learned from a third party not under a confidentiality obligation to the providing party; or (e) is required to be disclosed pursuant to a court order or government authority, whereupon the receiving party shall provide notice to the other party prior to such disclosure. The parties shall use reasonable efforts to advise each other immediately in the event that either party learns or has reason to believe that a violation of this Section has occurred or is likely to occur, and will reasonably cooperate with the other party in seeking injunctive relief.

8. Force Majeure. Except as otherwise provided in this Agreement, a2z and the Client mutually shall be excluded from failure or delay in performance, and shall not be considered in breach of this Agreement, or be liable for any loss or damage suffered by the other including, without limitation, any damages for lost profits due to any failure or delay in performance caused by any act of God, fire, flood, war, embargo, governmental action, strike or other labor difficulties or any other cause of like or different kind beyond their reasonable control. ("Force Majeure Event").

9. Binding Effect. This Agreement shall be binding upon the parties, their legal representatives, successors and assigns.

10. Severability. Should any provision of this Agreement be held to be void, invalid or inoperative, the remaining provisions of this Agreement shall not be affected and shall continue in effect as though such provisions were deleted.