

These Terms and Conditions apply to all sponsors (each, including their respective employees and agents, a "Sponsor") at the TEC 2022 conference (the "Event") presented by Professional Security Alliance, Inc. dba PSA Security Network and USAV ("PSA").

1. Sponsorships. Sponsor must have submitted all required documents and paid the applicable sponsorship fee in full before Sponsor will be deemed a sponsor and permitted to attend the Event. All payments are nonrefundable in the event Sponsor cancels, withdraws, downsizes, defaults, or is not present at the Event.
2. Cancellation, Withdrawal, and Reducing Sponsorship Level. In the event Sponsor seeks to cancel its sponsorship, withdraw from the Event, or reduce its sponsorship level, Sponsor may only do so by giving written notice to PSA, by email to [PSA EMAIL ADDRESS] (provided that receipt of such email is confirmed by PSA) or otherwise by certified mail, return receipt requested to PSA at [PSA MAILING ADDRESS]. The date of cancellation, withdrawal or reduction in sponsorship level as applicable shall be the date of receipt by PSA of such notice.

If Sponsor cancels, withdraws, or reduces its sponsorship level, Sponsor shall not be entitled to any refund. Additionally, in the event of reduced sponsorship level, Sponsor agrees to pay on demand to PSA a change fee equal to the difference between the original sponsorship fee due from Sponsor and the sponsorship fee calculated based on the lower sponsorship level. In case of reduced sponsorship level, in addition to the change fee, Sponsor's branding placement may be adjusted.

3. Eligible Sponsors. Sponsorships will be limited to those companies or other entities offering materials, products, or services of specific interest to registrants. PSA reserves the right to determine the eligibility of any sponsor. No additional advertising will be allowed to extend beyond the benefits of the sponsorship and PSA reserves the right to reject, eject, or prohibit any sponsorship in whole or in part, or Sponsor or any of Sponsor's representatives, upon PSA's good faith determination that the same is not in accordance with these Terms and Conditions.
4. Limitation of Liability. Sponsor agrees to indemnify and hold harmless PSA and the Event facility, and each of their respective officers, agents and employees, 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 its sponsorship or its participation in the Event including personal injuries, death, property damages or any other cause sustained by any persons or others. PSA shall not be responsible for injury or death to Sponsor personnel or loss or damage to property belonging to Sponsor, whether resulting from fire, storms, acts of God, air conditioning or heating failure, theft, pilferage, mysterious disappearance, bomb threats or other causes. All property brought to the Event shall be at Sponsor's own risk and Sponsor is responsible for safeguarding its property at all times. Sponsor agrees that PSA shall not be liable in the event of any errors or omissions in Sponsorship listings or in any promotional material. PSA makes no representations or warranties with respect to the Event, including without limitation the number of attendees or the demographic nature of such attendees. In no event shall PSA be liable for any consequential, special, punitive, or indirect damages arising from the sponsorship, the Event, or these Terms and Conditions.
5. Default. If Sponsor breaches any of its obligations or covenants under its sponsorship, including without limitation these Terms and Conditions or any other sponsorship rule or regulation, PSA may, without notice, terminate this sponsorship. In the event of such default, PSA may thereupon direct Sponsor forthwith to remove its employees or agents, and all of its articles of merchandise and other personal property from the Event space. Additionally, PSA shall have the right to collect from Sponsor on demand the full amount of the sponsorship fees payable to PSA as of the date of default, as well as the right to pursue any other remedy afforded it by law.
6. Sublicensing/ Sponsorship Usage. Sponsor shall not sublicense, assign or otherwise permit any person other than Sponsor to utilize sponsorship benefits, or any part thereof. Without limiting the foregoing, Sponsor may not permit non-sponsoring companies' representatives to conduct business in its provided space. Determinations of PSA in its sole discretion shall in all instances be final with regard to use of any Event space.
7. Damage to Property. Sponsor is liable for and shall indemnify and hold harmless PSA against the cost and expense of any damage caused to building floors, walls or columns, or to standard booth equipment, or to other sponsors' property, or to any other property belonging to PSA or any third party. Sponsor may not apply paint, lacquer, adhesives, or other coating to building columns and floors or to Event space.
8. Sponsor Representatives. Sponsor representatives shall be restricted to Sponsor's employees and their authorized representatives. Sponsor representatives shall at all times wear badge identification furnished by PSA. PSA may at any time limit the number of sponsor representatives.

9. Personnel and Attire. PSA reserves the right to determine whether the character and/or attire of sponsors is acceptable and in keeping with the best interests of other sponsors and the Event. Further, Sponsor expressly agrees that it will not, nor will its employees or representatives conduct official sponsor functions in private rooms or off-site events during business hours of the Event without official PSA coordination.
10. Decoration. PSA shall have full discretion and authority in the placement, arrangement, and appearance of all items displayed by Sponsor, and may require the replacing, rearrangement, or redecorating of any item, and no liability shall attach to PSA for costs that Sponsor may incur thereby.
11. Termination of Event. If the premises in which the Event is or is to be conducted shall become, in the sole discretion of PSA, unfit for occupancy, or in the event the holding of the Event or the performance of PSA under the sponsorship are substantially or materially interfered with by virtue of any cause or causes not reasonably within the control of PSA, the sponsorship (or any part thereof) may be terminated by PSA. PSA shall not be responsible for delays, damage, loss, increased costs or other unfavorable conditions arising by virtue of cause or causes not reasonably within the control of PSA. If PSA terminates this Sponsorship (or any part thereof) as aforesaid, then PSA may retain such part of Sponsor's fee as shall be required to recompense it for expenses incurred up to the time such contingency shall have occurred and there shall be no further liability on the part of either party. For purposes hereof, the phrase "cause or causes not reasonably within the control of PSA" shall include, but not be limited to: fire; casualty; flood; epidemic; 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; strike, lockout, boycott or other labor disturbance, inability to secure sufficient labor; technical or other personnel failure; impairment or lack of adequate transportation facilities; inability to obtain condemnation, requisition or commandeering of necessary supplies or equipment; epidemic or pandemic; 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.
12. Resolution of Disputes. In the event of a dispute or disagreement between Sponsor and an official contractor, or between Sponsor and a Labor Union or Labor Union Representative, or between two or more Sponsors, all interpretations of these Terms and Conditions or other rules governing the sponsorship, actions, or decisions concerning this dispute or disagreement by PSA intended to resolve the dispute or disagreement shall be binding on Sponsor.
13. Receipt of Goods and Exhibits. All arriving goods and exhibits will be received at receiving areas designated by PSA. **All incoming goods and exhibits must be plainly marked and all charges prepaid.**
14. Photography. The exclusive rights to photograph within the Event are reserved to PSA. Sponsors wishing to make their own arrangements for the photographing must apply to PSA, whose permission shall not be unreasonably withheld.
15. Insurance. Sponsor is responsible for providing its own theft, public liability, and property damage insurance. PSA does not provide any insurance coverage for Sponsors.
16. Losses. PSA shall bear no responsibility for damage to Sponsor's property, or lost shipments either coming in or going out, nor for moving costs. Damage to inadequately packed property is Sponsor's own responsibility.
17. Interpretation and Amendment. Any matters not specifically covered by these Terms and Conditions shall be subject solely to the decision of PSA. PSA shall have full power regarding interpretation and enforcement of these Terms and Conditions. These Terms and Conditions may be amended upon written notice to Sponsor.
18. Acceptance. Deposit of your check or credit card authorization does not constitute acceptance of your sponsorship. No sponsorship shall be effective until all sponsorship application documents are accepted by PSA and all fees paid.
19. Assignment. Sponsorships are non-assignable by Sponsor. Any attempted assignment of a sponsorship shall be null and void and shall constitute a breach of these Terms and Conditions, resulting in cancellation.
20. Interest and Collection Fees. Sponsor agrees to pay interest at a rate equal to the lesser of 1.5 % per month (18% per annum), or the maximum allowable by law, on all past due balances to PSA. Sponsor further agrees to pay any collection costs, including but not limited to, court costs, collection fees, and attorney's fees.
21. Integration This License contains the entire agreement between PSA and Sponsor. It may not be orally modified. Only an agreement in writing signed by a duly authorized

**SPONSOR TERMS AND CONDITIONS**

representative of the party against whom enforcement of any waiver or modification is sought will be enforceable.

22. Forum Selection Clause: The sponsorship agreement between PSA and Sponsor is deemed to be entered into in the State of Colorado and governed by the laws of the State of Colorado. Sponsor consents to the exclusive jurisdiction of the courts of the State of Colorado for the resolution of all disputes and claims arising out of this sponsorship.
23. Hotel Suites. Operation of hotel suites for sales or entertainment purposes is strictly prohibited during the open hours of Technology Pavilion.
24. Sound Level. Mechanical or electrical devices which produce sound must be operated so as not to disturb other sponsors. PSA reserves the right to determine the placement and acceptable sound level of all such devices.
25. Offset. PSA shall have the right to set off against any amount which may be due to PSA from Sponsor in connection with the Sponsorship any amounts owed to PSA by Sponsor or its affiliates for any reason. In addition, PSA shall have the right to apply any amounts received from Sponsor to any other amounts due to PSA from Sponsor or its affiliates.
26. Admission. Admission is open to adults affiliated with the industry served by the Event. No persons under 18 years of age will be admitted to Technology Pavilion. PSA shall have sole control over admission policies at all times.
27. Sponsor Conduct. Retail sales are absolutely prohibited during the Event. Infraction of this rule will result in Sponsor's 'sponsorship being canceled by PSA without refund. The distribution of any articles that interfere with the activities of, or obstructs access to the Event, is prohibited. No article containing any product other than the product or materials made or processed or used by Sponsor in its product or service may be distributed except by written permission of PSA Any practice resulting in complaints from any other sponsors or any visitor which, in the opinion of PSA, interferes with the right of others or exposes them to annoyance or danger, may in its sole discretion be prohibited by PSA.
28. Advertisements. All advertisements with signed insertion orders are non-cancelable and non-refundable. In the event of cancellation, Sponsor shall be responsible for full payment. PSA reserves the right to reallocate such advertising space at its discretion. All advertisements are subject to approval by PSA. PSA has the right to offer new products or positions throughout the show cycle.
29. Change of Dates or Venue. PSA shall, at its sole discretion, be entitled to change the dates and/or the venue for the Event upon written notice to the Sponsor. PSA shall not be liable for any costs, damages, fees or expenses of Sponsor as a result of such changes in the Event schedule or location. Additionally, PSA reserves the right to adjust Sponsor's benefits other than the benefits specified. PSA shall be entitled to retain any portion of Sponsor's sponsorship fee paid to date and said amount shall be applied to the Event as though no change in dates or venue had occurred. Any remaining payments from Sponsor shall be due in accordance with the agreed upon payment schedule for the Event. If Sponsor should cancel participation due to a change in date, venue or space assignment by PSA, Section 2 above (Cancellation, Withdrawal, and Reducing Sponsorship Level) shall apply.
30. Attorneys' Fees. In the event of any dispute between PSA and Sponsor arising from the sponsorship or these Terms and Conditions or otherwise in connection with the Event, the prevailing party in any legal action shall be entitled to collect its costs and expenses of such action, including without limitation reasonable attorneys' fees, from the non-prevailing party.

These Terms and Conditions apply to all exhibitors (each, including their respective employees and agents, an "Exhibitor") at the TEC 2022 conference (the "Event") presented by Professional Security Alliance, Inc. dba PSA Security Network and USAV ("PSA").

1. License to Exhibit. Upon acceptance by PSA of Exhibitor's complete application and nonrefundable payment of all applicable fees, Exhibitor shall receive a non-exclusive, limited license to exhibit at the Event (the "License"). Exhibitor agrees that its participation in the Event shall in all respects comply with these Terms and Conditions. Exhibitor must have paid in full before Exhibitor will be permitted to occupy its booth or install its display. The actual occupancy of the space allocated to Exhibitor is of the essence of this License. If Exhibitor does not occupy such space, PSA may reallocate unoccupied space in its discretion without in any way releasing Exhibitor from any liability hereunder. PSA reserves the right to relocate Exhibitor to space other than originally specified. The conditions, rules and regulations set forth in these Terms and Conditions and in the exhibitors' manual if one is provided, as the same may be amended from time to time, are made a part hereof as though fully incorporated herein, and Exhibitor agrees to be bound by such. All payments are nonrefundable in the event Exhibitor cancels, withdraws, downsizes, defaults, or is not present for the Technology Pavilion. These Terms and Conditions will be strictly enforced.
2. Cancellation, Withdrawal, and Downsizing. In the event Exhibitor seeks to cancel this License, withdraw from the Technology Pavilion, or downsize its space requirements for the Technology Pavilion, Exhibitor may only do so by giving written notice to PSA, by email to [PSA EMAIL ADDRESS] (provided that receipt of such email is confirmed by PSA) or otherwise by certified mail, return receipt requested, to PSA at [PSA MAILING ADDRESS]. The date of cancellation, withdrawal or downsize in space as applicable shall be the date of receipt by PSA of such notice. If Exhibitor cancels, withdraws, or downsizes space requirements, Exhibitor shall not be entitled to any refund. Additionally, in the event of downsized space requirements, Exhibitor agrees to pay on demand to PSA a downsizing fee equal to the difference between the original license fee due from Exhibitor and the license fee calculated based on the smaller booth assigned to Exhibitor. In case of downsizing, in addition to liquidated damages, Exhibitor's booth location on the floor plan of the Technology Pavilion may be moved.
3. Eligible Exhibits. Exhibits will be limited to those companies or other entities offering materials, products, or services of specific interest to registrants. PSA reserves the right to determine the eligibility of any company or product for display. Exhibiting manufacturer's representatives and/or distributors must list its participating principals as the exhibitors of record. Only the sign of Exhibitor may be placed on the booth or in the printed list of exhibitors of the Technology Pavilion. No exhibitors or advertising will be allowed to extend beyond the space allotted to Exhibitor, or above the back and side rails of such space. Exhibitor agrees that its exhibit must be at all times in strict compliance with these Terms and Conditions. PSA reserves the right to reject, eject, or prohibit any exhibit in whole or in part, or Exhibitor or any of Exhibitor's representatives upon PSA's good faith determination that the same is not in accordance with these Terms and Conditions.
4. Limitation of Liability. Exhibitor agrees to indemnify and hold harmless PSA and the Technology Pavilion facility, and each of their respective officers, agents and employees, 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 this License or its participation in the Event including personal injuries, death, property damages or any other cause sustained by any persons or others. PSA shall not be responsible for death or injury to Exhibitor personnel or for loss or damage to property belonging to Exhibitor, whether resulting from fire, storms, acts of God, air conditioning or heating failure, theft, pilferage, mysterious disappearance, bomb threats or other causes. All such items are brought to the Technology Pavilion at Exhibitor's own risk and Exhibitor is responsible for safeguarding its property at all times. Exhibitors may furnish guards at their own cost and expense only with prior approval by PSA. Exhibitor agrees that PSA shall not be liable in the event of any errors or omissions in Exhibitor's Official Directory listings or in any promotional material. PSA makes no representations or warranties with respect to the Event, including without limitation the number of Technology Pavilion attendees or the demographic nature of such attendees. In no event shall PSA be liable for any consequential, special, punitive, or indirect damages arising from the License or these Terms and Conditions.
5. Default. If Exhibitor's booth is not occupied by the time set for completion of installation of displays, Exhibitor's License may be cancelled and such space may be possessed by PSA for any purpose it may see fit. If Exhibitor breaches any of its obligations or covenants under this License, including without limitation any Technology Pavilion rule or regulation promulgated pursuant to this License, PSA may, without notice, terminate this License. In the event of such default, PSA may thereupon direct Exhibitor forthwith to remove its employees or agents, and all of its articles of merchandise and other personal property from the space licensed and from the Technology Pavilion. Additionally, PSA shall have the right to collect from Exhibitor on demand the full amount of the License fees payable to PSA as of the date of default, as well as the right to pursue any other remedy afforded it by law.
6. Sublicensing/ Booth Usage. Exhibitor shall not sublicense, assign or otherwise permit any person other than Exhibitor to occupy Exhibitor's booth, or any part thereof, or use the booth for anything not specified in this License. Without limiting the foregoing, Exhibitor may not permit nonexhibiting companies' representatives to conduct business in its booth. Exhibits must solely be used for the purpose of promoting Exhibitor's products or services and shall not be used for other business purposes. Determinations of PSA in its sole discretion shall in all instances be final with regard to use of any exhibit space.
7. Damage to Property. Exhibitor is liable for and shall indemnify and hold harmless PSA against the cost and expense of any damage caused to the Technology Pavilion building floors, walls or columns, or to standard booth equipment, or to other exhibitors' property, or to any other property belonging to PSA or any third party. Exhibitor may not apply paint, lacquer, adhesives, or other materials to building elements or to standard booth equipment.
8. Booth Representatives. Booth representatives shall be restricted to Exhibitor's employees and their authorized representatives. Booth representatives shall at all times wear badge identification furnished by PSA. PSA may at any time limit the number of booth representatives. All booths must be staffed by Exhibitor during all hours the show is open.
9. Electrical Safety. All wiring on displays or display fixtures must conform to the applicable standards established by governmental agencies including fire inspection ordinances. All display wiring must exhibit the seal and/or such other seals of official approving agencies and such other provisions as may be required at the site of the Technology Pavilion.
10. Safety and Fire Laws. All applicable fire and safety laws and regulations must be strictly observed by Exhibitor. Cloth decorations must be flameproof. Wiring must comply with local Fire Department and Underwriters' Rules. Smoking in exhibits is forbidden. Crowding will be restricted and aisles and fire exits must not be blocked by exhibits. No decorations of paper, pine boughs, leafy decorations or tree branches are allowed. Acetate and most rayon drapes are not flameproof and may be prohibited. No storage behind exhibits is provided or permitted.
11. Performance of Music. Music performances must be approved by PSA in advance in writing. Exhibitor acknowledges that any live or recorded performances of music by or on behalf of Exhibitor at the Technology Pavilion must be licensed from the appropriate copyright owner or its agent. Exhibitor warrants to PSA that it will take full responsibility for obtaining any necessary licenses to play or perform such music and agrees to defend, indemnify and hold harmless PSA from any damages or expenses incurred by PSA due to Exhibitor's use or authorization of use of such music.
12. Lotteries/Contests. The operation of games of chance, or lottery devices, or the actual or simulated pursuit of any recreational pastime is permitted only to the extent permitted by applicable law and upon prior written approval from PSA. Contact PSA for additional guidelines.
13. Personnel and Attire. PSA reserves the right to determine whether the character and/or attire of booth personnel is acceptable and in keeping with the best interests of other exhibitors and the Technology Pavilion. Further, Exhibitor expressly agrees that it will not conduct, nor will its employees or representatives conduct, official exhibitor functions in private rooms or off-site events during business hours of the Event without official PSA coordination.
14. Decoration. PSA shall have full discretion and authority in the placement, arrangement, and appearance of all items displayed by Exhibitor, and may require the replacing, rearrangement, or redecorating of any item or of any booth, and no liability shall attach to PSA for costs that Exhibitor may incur thereby. Surfaces of all background or side dividers must be finished so as not to be unsightly to exhibitors in adjoining booths (no logos, no graphics). If such surfaces remain unfinished at 12:00 pm on the day of the Technology Pavilion, PSA shall authorize the official decorator to effect the necessary finishing, and Exhibitor must pay all charges involved thereby. In addition, if Exhibitor has not started setting up any of its displays by 10:00 am on the day of the Technology Pavilion, PSA reserves the right to utilize such space as PSA deems appropriate. All exhibits shall be ready by the opening hour of the Technology Pavilion. PSA will not allow any noise or moving of exhibits after this time.

15. Obstruction of Aisles or Booths. Any demonstration or activity that results in obstruction of aisles or prevents ready access to nearby exhibitors' booths shall be suspended for any periods specified by PSA.
16. Termination of Technology Pavilion. If the premises in which the Technology Pavilion is or is to be conducted shall become, in the sole discretion of PSA, unfit for occupancy, or in the event the holding of the Technology Pavilion or the performance of PSA under the License, of which these rules and regulations are a part), are substantially or materially interfered with by virtue of any cause or causes not reasonably within the control of PSA, this License and/or the Technology Pavilion (or any part thereof) may be terminated by PSA. PSA shall not be responsible for delays, damage, loss, increased costs or other unfavorable conditions arising by virtue of cause or causes not reasonably within the control of PSA. If PSA terminates this License and/or the Technology Pavilion (or any part thereof) as aforesaid, then PSA may retain such part of Exhibitor's License fee as shall be required to recompense it for expenses incurred up to the time such contingency shall have occurred and there shall be no further liability on the part of either party. For purposes hereof, the phrase "cause or causes not reasonably within the control of PSA" shall include, but not be limited to: fire; casualty; flood; epidemic; 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; strike, lockout, boycott or other labor disturbance; inability to secure sufficient labor; technical or other personnel failure; impairment or lack of adequate transportation facilities; inability to obtain condemnation, requisition or commandeering of necessary supplies or equipment; epidemic or pandemic; 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.
17. Resolution of Disputes. In the event of a dispute or disagreement between Exhibitor and an official contractor, or between Exhibitor and a Labor Union or Labor Union Representative, or between two or more exhibitors, all interpretations of the rules governing the Technology Pavilion, actions, or decisions concerning this dispute or disagreement by PSA intended to resolve the dispute or disagreement shall be binding on Exhibitor.
18. Receipt of Goods and Exhibits. All arriving goods and exhibits will be received at receiving areas designated by PSA. **All incoming goods and exhibits must be plainly marked and all charges prepaid.**
19. Care and Removal of Exhibits. PSA will maintain the cleanliness of all aisles. Exhibitor must, at its own expense, keep exhibits clean and in good order. All exhibits must remain fully intact until the Technology Pavilion has officially ended. Disturbing or tearing down an exhibit prior to the official closing hour of the Technology Pavilion can result in a refusal by PSA to accept or process exhibit space applications for subsequent Technology Pavilion. Exhibits must be removed from the building by the time specified by PSA. In the event Exhibitor fails to remove its exhibit in the allotted time, PSA reserves the right, at Exhibitor's expense, to ship the exhibit through a carrier of PSA's choosing or to place the exhibit in a storage warehouse subject to Exhibitor's disposition or to make such other disposition of the exhibit as it may deem desirable without any liability to PSA.
20. Photography. The exclusive right to photograph within the Technology Pavilion is reserved to PSA. Exhibitors wishing to make their own arrangements for the photographing of their exhibit must apply to PSA, whose permission shall not be unreasonably withheld.
21. Insurance. Exhibitor is responsible for providing its own theft, public liability, and property damage insurance. PSA does not provide any insurance coverage for Exhibitors.
22. Losses. PSA shall bear no responsibility for damage to Exhibitor's property, or lost shipments either coming in or going out, nor for moving costs. Damage to inadequately packed property is Exhibitor's own responsibility. If its exhibit fails to arrive, Exhibitor is nevertheless responsible for exhibit space cost. Exhibitor is advised to carry insurance against these risks.
23. Interpretation and Amendment. Any matters not specifically covered by these Terms and Conditions shall be subject solely to the decision of PSA. PSA shall have full power regarding interpretation and enforcement of all Terms and Conditions. These Terms and Conditions may be amended upon written notice to Exhibitor.
24. License Acceptance. Deposit of your check or credit card authorization does not constitute acceptance of an application to exhibit. No License shall be issued and effective until all application documents are accepted by PSA and all fees paid.
25. Assignment. This License is non-assignable by Exhibitor. Any attempted assignment of this License shall be null and void and shall constitute a breach, resulting in cancellation.
26. Interest and Collection Fees. Exhibitor agrees to pay interest at a rate equal to the lesser of 1.5 % per month (18% per annum), or the maximum allowable by law, on all past due balances to PSA. Exhibitor further agrees to pay any collection costs, including but not limited to, court costs, collection fees, and attorney's fees.
27. Integration. These Terms and Conditions, together with any other documentation provided by PSA to Exhibitor, contain the entire agreement between PSA and Exhibitor. These Terms and Conditions may not be orally modified. Only an agreement in writing signed by a duly authorized representative of the party against whom enforcement of any waiver or modification is sought will be enforceable.
28. Forum Selection Clause. The agreement between PSA and Exhibitor regarding the License is deemed to be entered into in the State of Colorado and governed by the laws of the State of Colorado. Exhibitor consents to the exclusive jurisdiction of and venue in the courts of the State of Colorado for the resolution of all disputes and claims arising out of the License or these Terms and Conditions.
29. Hotel Suites. Operation of hotel suites for sales or entertainment purposes is strictly prohibited during the open hours of Technology Pavilion.
30. Sound Level. Mechanical or electrical devices which produce sound must be operated so as not to disturb other exhibitors. PSA reserves the right to determine the placement and acceptable sound level of all such devices.
31. Offset. PSA shall have the right to set off against any amount which may be due to PSA from Exhibitor, pursuant to this License, or otherwise in connection with the Technology Pavilion, any amounts owed to PSA by Exhibitor or its affiliates for any reason. In addition, PSA shall have the right to apply any amounts received from Exhibitor under this Agreement to any other amounts due to PSA from Exhibitor or its affiliates.
32. Admission. Admission is open to adults affiliated with the industry served by the Technology Pavilion. No persons under 18 years of age will be admitted to any trade Technology Pavilion. PSA shall have sole control over admission policies at all times.
33. Exhibitor Conduct. Retail sales are absolutely prohibited during the Technology Pavilion. Violation of this rule will result in Exhibitor's License being terminated. Subject to the foregoing, the distribution of samples, souvenirs, publications, etc., or other sales or sales promotion activities must be conducted by Exhibitor only from within its booth. The distribution of any articles that interfere with the activities of, or obstructs access to, neighboring booths, or that obstructs aisles, is prohibited. No article containing any product other than the product or materials made or processed or used by Exhibitor in its product or service may be distributed except by written permission of PSA. The Exhibitor shall conduct and operate its exhibit so as not to annoy, endanger or interfere with the rights of other exhibitors and visitors. Any practice resulting in complaints from any other exhibitor or any visitor which, in the opinion of PSA, interferes with the right of others or exposes them to annoyance or danger, may in its sole discretion be prohibited by PSA.
34. Advertisements. All advertisements with signed insertion orders are non-cancelable and non-refundable. In the event of cancellation, Exhibitor shall be responsible for full payment. PSA reserves the right to reallocate such advertising space at its discretion. All advertisements are subject to approval by PSA. PSA has the right to offer new products or positions throughout the show cycle that may not be listed on this License Agreement.
35. Changes of Dates or Venue. PSA shall, at its sole discretion, be entitled to change the dates and/or the venue for the Technology Pavilion upon written notice to the Exhibitor. PSA shall not be liable for any costs, damages, fees or expenses of Exhibitor as a result of such changes in the Technology Pavilion schedule or location. Additionally, PSA reserves the right to relocate Exhibitor to a space within the Technology Pavilion facility other than the space specified. PSA shall be entitled to retain any portion of Exhibitor's License fee paid to date and said amount shall be applied to the Technology Pavilion as though no change in dates or venue had occurred. Any remaining payments from Exhibitor shall be due in accordance with the agreed upon payment schedule for the Technology Pavilion. If Exhibitor should cancel participation due to a change in date, venue or space assignment by PSA, Section 2 above (Cancellation, Withdrawal, and Downsizing) shall apply.
36. Attorneys' Fees. In the event of any dispute between PSA and Exhibitor arising from the License or these Terms and Conditions or otherwise in connection with the Event, the prevailing party in any legal action shall be entitled to collect its costs and expenses of such action, including without limitation reasonable attorneys' fees, from the non-prevailing party.