

LOCATION/BROADCAST AGREEMENT

This Location/Broadcast Agreement (the "Agreement") is made and entered into as of [REDACTED], 2015, by and between **Reed Exhibitions**, a division of Reed Elsevier Inc., a Massachusetts corporation, with office at 383 Main Avenue, Norwalk, Connecticut 06851 ("RX"), and:

[REDACTED]
Full legal name

[REDACTED]
Company name

with a production office located at [REDACTED] ("Producer").

WHEREAS, RX, through a joint venture, owns a trade event directed at the eye-care industry called "International Vision Expo & Conference" which is held annually at the Sands Expo & Convention Center (the "Sands") in Las Vegas (under the name "Vision Expo West") and at the Javits Center (the "Javits" and, together with the Sands, the "Venues" or individually the "Venue") in New York (under the name "Vision Expo East" and, together with Vision Expo West, the "Events") and which is managed by RX on behalf of the joint venture;

WHEREAS, Producer wishes to record, broadcast and re-broadcast certain activities at an Event at the Venue and RX desires to permit Producer to do so:

NOW, THEREFORE, in consideration of the mutual promises and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Term. This Agreement will commence upon the date first set forth above and will terminate December 31, 2015, unless terminated earlier pursuant to Section 13.

2. Grants.

(a) RX hereby grants Producer and its subsidiaries and affiliated entities, and its and their successors, assigns and licensees the world-wide royalty-free right in perpetuity to (i) enter upon, and bring personnel and equipment into, an Event at the Venue at mutually agreed upon times and to remove same and to film, videotape, record, make still photographs and sound recordings. Outline goals of production plan – i.e. where will this footage be used:

[REDACTED]

(collectively, the "Recordings") subject to Section 2(c) below, and (ii) broadcast and re-broadcast the Recordings, in whole or in part, in or in connection with the production, exhibition, distribution and exploitation of a program currently entitled

[REDACTED]
Name of Show



or any other program/production however distributed in any and all media (whether now existing or created in the future) and in all languages (the "Producer Service"), including the publicity and promotion thereof.

Please note: at the Sands Expo Center, you may only film within the Show exhibit space and not common areas.

Outline production logistics:

Proposed filming date(s): _____

Proposed filming times(s): _____

Proposed area(s) of filming: _____

(b) RX Marks. RX hereby grants to Producer a limited, non-exclusive, assignable royalty-free right and license in perpetuity to use, publish, reproduce, and distribute, in any medium or form whatsoever (whether now existing or created in the future), the Event's name, trademarks and logos (the "RX Marks") solely within the context of the Recordings (including the broadcast and re-broadcast and promotion and publicity thereof) on the Producer Service. Notwithstanding the foregoing, the RX Marks and the goodwill associated therewith at all times shall remain the sole and exclusive property of RX and all use of the RX Marks under this Agreement shall inure to the benefit of RX. Apart from the limited license granted herein, Producer shall acquire no right, title or interest of any kind or nature whatsoever in the RX Marks and the goodwill associated therewith. Producer agrees to acknowledge RX's ownership of the RX Marks in the manner designated by RX.

(c) Venue. The rights granted above are subject to the requirements, limitations and restrictions imposed by the relevant Venue on Recordings at such Venue, including but not limited to insurance requirements and execution by Producer of a license agreement in the form provided by the appropriate Venue.

3. Rights/Releases. Prior to any public exhibition or exploitation of the Recordings, Producer shall procure any necessary written rights/releases from each party to be photographed and/or recorded at the relevant Event, to use and re-use such party's respective name, voice, likeness and biographical information (each, a "Release"). Upon RX's request, Producer shall provide RX copies of the Releases.

4. Insurance.

(a) RX Requirements.

(i) Producer shall maintain with respect to the Producer Service such insurance, including commercial general liability insurance and worker's compensation insurance, as may be required by the Venue, but in any event commercial general liability insurance with a limit of coverage of not less than US\$2,000,000 and worker's compensation insurance in accordance with the laws of the State of Illinois.

(ii) Producer's commercial general liability insurance shall name RX, the appropriate Venue and their respective officers, directors, employees, agents and facilities as additional insureds. All insurance policies maintained by Producer shall be primary and non-contributory with respect to any insurance carried by RX or any of its affiliates.

(iii) Producer shall provide RX a Certificate of Insurance evidencing such coverage prior to the first day of the relevant Event (the Certificate of Insurance should be sent to Colleen Boyden, email cboyden@reedexpo.com). Producer undertakes to maintain the insurance coverages set forth in the Certificate of Insurance as long as this



Agreement remains in force and effect, and in the event of any amendments, renewals or modifications to the coverages, Producer shall forthwith notify RX and deliver to RX an updated and current Certificate of Insurance.

(b) Venue Requirements. Producer shall maintain with respect to the Producer Service such insurance as is required by the appropriate Venue. It is Producer's responsibility to contact the appropriate Venue for any written approvals necessary prior to Recording.

5. No Fee/Related Expenses.

(a) Neither party shall pay the other a fee hereunder.

(b) Producer shall be responsible for (i) wages, salaries and related personnel costs associated with its own employees, and (ii) its general and administrative expenses or any part thereof.

(c) Unless otherwise expressly stated herein, each party shall bear its own expenses in connection with the performance of its obligations under this Agreement.

6. Ownership.

(a) Producer acknowledges that RX is the sole and exclusive owner of the Event and all interests related thereto, the goodwill associated therewith and all of the tangible and intangible assets related thereto, including, without limitation, the names, trade dress, marks and logos of the Event as well as any new shows or events launched in conjunction with the such event as well as Event lists.

(b) RX acknowledges that Producer is the sole and exclusive owner of the Recordings.

7. Representations and Warranties. Producer represents, warrants and covenants that:

(a) the Producer Service and Recordings shall not infringe any patent, copyright, trademark, trade secret or other intellectual property, proprietary or contract right of any third party;

(b) Producer will calculate, report, and remit in a timely manner any amounts owed to the Venue in relation to the Producer Service;

(c) Producer shall, and shall cause its officers, directors, employees, and agents to, comply with such rules and regulations as RX and the Venue may establish for the Event and the Recordings;

(d) Producer shall, and shall cause its officers, directors, employees, and agents to, conduct itself in a professional manner and in a manner that otherwise upholds and maintains the name, reputation and image of RX and the Event; and

(e) Producer has not provided any gift, gratuity, service or other inducement to any employee of RX involved in procuring the rights granted to Producer hereunder.

8. Compliance With Laws. Producer shall at all times during the term strictly comply with all applicable laws, ordinances, codes, regulations, standards and judicial and administrative orders (jointly "Applicable Laws" or "Laws") relevant to its duties, obligations and performance under this Agreement, including Applicable Laws related to bribery, including, without limitation any such Laws that are enforced internationally (such as the United States Foreign Corrupt

Practice Act and the UK Bribery Act) and those enforced in the country where business is being conducted and/or Producer's place of business or residency.

9. Indemnification.

(a) Producer shall indemnify, defend and hold harmless RX, the relevant Venue and their respective affiliates and their respective officers, directors, employees, agents and affiliates from all damages, liabilities and expenses (and all legal costs including reasonable attorney's fees, court costs, expenses and settlements resulting from any action or claim) arising out of, connected with or resulting in any way from (a) the acts or omissions of Producer, its employees, agents, officers, directors or any other person acting on its behalf, or (b) any alleged or actual breach by Producer of any provision hereof or the inaccuracy of any warranty or representation made by Producer herein, (c) any allegation that the Producer Service infringes a patent, trademark, copyright, trade secret or other intellectual property right of a third party, and (d) any damages to the Venue caused by Producer.

(b) RX shall indemnify, defend and hold harmless Producer, its affiliates and their respective officers, directors, employees agents and affiliates from all damages, liabilities and expenses (and all legal costs including reasonable attorney's fees, court costs, expenses and settlements resulting from any action or claim) arising out of, connected with or resulting in any way from (a) the acts or omissions of RX, its employees, agents, officers, directors or any other person acting on its behalf, or (b) any alleged or actual breach by RX of any provision hereof or the inaccuracy of any warranty or representation made by RX herein.

(c) The obligations of this Section shall survive the termination of this Agreement.

10. Limitation of Liability.

(a) EXCEPT WITH RESPECT TO LIABILITY ARISING FROM (i) A PARTY'S INDEMNIFICATION OBLIGATIONS HEREUNDER OR (ii) A PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, NEITHER PARTY HERETO SHALL BE LIABLE TO THE OTHER FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES (EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) SUCH AS, BUT NOT LIMITED TO, LOSS OF REVENUE OR ANTICIPATED PROFITS OR LOST BUSINESS.

(b) RX'S SOLE REMEDY FOR ANY BREACH OR ALLEGED BREACH BY COMPANY SHALL BE AN ACTION AT LAW TO RECOVER DAMAGES (SUBJECT TO SECTION 11(A) ABOVE) AND RX WILL NOT HAVE THE RIGHT TO TERMINATE OR RESCIND THIS AGREEMENT OR TO ENJOIN THE DISTRIBUTION, MARKETING, ADVERTISING OR EXPLOITATION OF THE RECORDINGS OR ANY DERIVATIVE WORK THEREOF.

(c) NO ACTION ARISING OUT OF THE PERFORMANCE UNDER THIS AGREEMENT MAY BE BROUGHT BY EITHER PARTY MORE THAN TWO YEARS AFTER SUCH CAUSE OF ACTION ACCRUES, EXCEPT THAT AN ACTION FOR NONPAYMENT MUST BE BROUGHT WITHIN ONE YEAR OF THE DUE DATE OF THE LAST PAYMENT.

(d) This Section shall survive the termination of this Agreement.

11. Termination.

(a) If Producer materially breaches this Agreement and fails to cure such material breach within 30 days of receiving notice of the breach from RX, RX's rights and remedies in such event shall be limited to the right to recover monetary damages in an action at law.

(b) All obligations hereunder with respect to an Event shall automatically terminate if, for any reason whatsoever, RX cancels an Event. Such termination shall not constitute a material breach hereunder and each party shall be held harmless from any penalties, financial obligations and legal actions, provided that the terms hereof shall remain in effect with respect to any Recordings made at any time prior to any such termination.

12. Force Majeure.

(a) Neither party shall be deemed in default of this Agreement to the extent that performance of its obligations or attempts to cure any breach are delayed, restricted or prevented by reason of any act of God, fire, natural disaster, epidemic, World Health Organization travel advisory or travel alert, act of government, strikes or labor disputes, inability to provide raw materials, power or supplies, terrorist act or any other act or condition beyond the reasonable control of the parties; provided that the party so affected uses its best efforts to avoid or remove the causes of nonperformance and continues performance hereunder immediately after those causes are removed. Upon such circumstances arising, the parties shall meet forthwith to discuss what, if any, modification may be required to the terms of this Agreement, in order to reach a resolution.

(b) If, while this Agreement remains in effect RX determines that it is impossible or commercially unreasonable by reason of a cause or causes described in subsection (a) above to conduct an Event:

(i) such Event shall be postponed until a period in which RX determines that it is feasible and commercially reasonable to hold such Event, the term of this Agreement shall, if necessary, be extended accordingly for a period of time sufficient to hold such postponed Event, and such postponement shall not be deemed to be a breach or violation of the terms of this Agreement; or

(ii) such Event shall be cancelled, and such cancellation shall not be deemed to be a breach or violation of the terms of this Agreement.

13. Severability. If any provision of this Agreement is judged to be invalid or unenforceable, the defective provision shall first be revised, limited or amended, consistent with the general intent of the provision, such that it is valid and enforceable, and the remaining provisions of this Agreement shall be unaffected and shall remain enforceable.

14. Assignment. Producer may assign its rights hereunder in whole or in part to any person, firm or corporation and this Agreement may be assigned by any assignee thereof; provided, however, that Producer shall remain secondarily liable hereunder unless such the assignee is pre-approved in writing by RX.

15. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without regard to the conflicts of laws provisions thereof. The parties unequivocally submit to the jurisdiction of the state and federal courts sitting in New York City, New York.

16. No Waiver. No failure by either party to exercise, and no delay in exercising any right hereunder will operate as a waiver of such right, nor will any single or partial exercise by either party of any right hereunder preclude any other future exercise of that right, or any other right, by that party.

17. Entire Agreement; Amendment; Non-Reliance. This Agreement sets forth the entire understanding and agreement between the parties and supersedes any prior oral or written understandings or agreements between them. This Agreement may be amended only in a writing signed by both parties. Each party acknowledges that in entering into this Agreement it has not relied on, and shall have no right or remedy in respect of, any statement, representation, assurance or warranty (whether made negligently or innocently) other than as expressly set out in this Agreement.



18. Third Party Beneficiaries. Producer acknowledges and agrees that the following parties are designated third party beneficiaries of this Agreement: the Venues.

IN WITNESS WHEREOF, the parties have set their hand and seal on the date first above written.

REED EXHIBITIONS,
a division of Reed Elsevier Inc.

PRODUCER

By: _____
Name:
Title:

By: _____
Name:
Title:

