ExhibitHub

Terms of Service

Effective date: October 19, 2026 · Last updated: October 19, 2026

These Terms of Service (the "Terms") are a binding agreement between Exhibit Hub Inc., a Delaware corporation ("ExhibitHub," "we," "us"), and the Customer.

"Customer" (also "you") means the legal entity identified during account registration or in an applicable Order Form. By creating an account, accessing the Service, or clicking to accept these Terms, you agree to them. If you accept on behalf of an entity, you represent that you have authority to bind that entity; if you do not have that authority, you may not accept these Terms on its behalf.

If you and ExhibitHub have signed a separate written agreement covering the Service, that agreement controls where it conflicts with these Terms. Section 22 sets out the order of precedence among the documents that make up our agreement.

1. Definitions

Service — the ExhibitHub platform, websites, applications, and related support.

Account — the registration under which an Organization and its Workspaces are provisioned.

Organization — the top-level entity that groups your Workspaces. Organization-level administration, and any pricing or terms negotiated in an Order Form at the Organization level, apply across its Workspaces.

Workspace — the data and subscription boundary within an Organization. Each Workspace has its own subscription, plan, and usage limits. Events, assets, members, and settings live inside a Workspace. An Organization may contain one or more Workspaces.

Authorized User — an individual you permit to access a Workspace, including your employees, affiliates, contractors, and external collaborators.

Billing Administrator — an individual designated as holding authority to purchase, upgrade, downgrade, and cancel a Workspace's subscription and to manage its payment information. A Billing Administrator may be designated for a single Workspace or for the Organization as a whole.

Order Form — a written ordering document signed or otherwise accepted by both parties describing the plan, term, price, and any negotiated commercial terms. An Order Form may set pricing and terms at the Organization level that apply to the subscriptions of the Workspaces it covers.

Subscription Term — the period for which a Workspace's subscription has been purchased, as set out at purchase or in an Order Form.

Customer Data — information you or your Authorized Users upload to, submit to, or create in the Service. Customer Data does **not** include Usage Data, ExhibitHub Technology, or Third-Party Content.

Usage Data — technical and operational data generated by or through operation of the Service, including feature interaction and event logs, performance and error data, device and browser information, API activity, security events, and record and usage counts. Usage Data does not include the substantive content of Customer Data.

ExhibitHub Technology — the Service and its software, models, templates, data structures, Documentation, and all modifications and improvements to them.

Third-Party Content — information originating from sources other than you or us, including event, venue, carrier, travel, vendor, and pricing information obtained from public sources, data providers, or integrations.

Atlas — the ExhibitHub global event database: our compilation of trade show and conference information, including event, venue, organizer, general contractor, deadline, schedule, shipping, and vendor information, which we compile from publicly available materials and from our partners and licensors and make available within the Service. Atlas is part of ExhibitHub Technology.

Atlas Content — information drawn from Atlas and displayed, suggested, or populated into your Workspace.

AI Input — Customer Data and instructions submitted to an AI feature.

AI Output — content generated by an AI feature in response to AI Input.

Documentation — the product documentation and plan descriptions applicable to your plan that we make generally available.

2. The Service

We grant you a non-exclusive, non-transferable right to access and use the Service during your Subscription Term, for your internal business purposes, for you and your Authorized Users, subject to these Terms, your plan's entitlements, and the Acceptable Use Policy at https://exhibithub.com/legal/acceptable-use, which is incorporated into these Terms.

We may modify and improve the Service. During a paid Subscription Term, **we will not materially reduce the core functionality of the Service as a whole.** If we discontinue material functionality without providing substantially equivalent functionality, we will give reasonable advance notice where practicable. Where an Order Form identifies specific functionality as essential, that functionality is treated as core for the duration of that term.

Third-party services. The Service may let you connect to, import from, or send information to products and services that we do not provide, such as calendar, email, travel, file storage, and CRM tools ("Third-Party Services"). Your use of a Third-Party Service is governed by your agreement with its provider, not by these Terms, and we are not responsible for Third-Party Services, including their availability, security, or handling of data. When you enable an integration or direct us to send Customer Data to a Third-Party Service, you authorize that transfer, and the provider's handling of that data is outside our control and responsibility. We may modify, suspend, or discontinue support for a Third-Party Service at any time, including where its provider changes its terms or interfaces, and will give you notice where practicable.

3. Accounts and Users

Business use only. The Service is offered only to businesses and other organizations for professional use. You represent that you are accessing the Service for business purposes and not as a consumer, and that each Authorized User is at least 18 years old. Where an individual registers without identifying an organization, that individual is the Customer and uses the Service in a business capacity.

Your account. You are responsible for the accuracy of your account information and for maintaining the confidentiality of credentials. You are responsible for activity conducted through your Account, **except to the extent caused by our breach of these Terms or our failure to maintain the safeguards described in Section 8.** You will notify us promptly on becoming aware of any unauthorized access or compromised credential, and will cooperate reasonably in our response.

Your Authorized Users. You are responsible for deciding whom to invite, for configuring their permissions, and for their compliance with these Terms and the Acceptable Use Policy to the extent you control or sponsor that access.

External collaborators. The Service lets you invite people outside your organization — exhibit houses, travel coordinators, and similar partners — into your Workspace. Where an external collaborator also holds access to another organization's Workspace, each organization's relationship with us is separate and governed by its own agreement, and no data passes between Workspaces.

Administrative authority. Each Workspace's subscription is purchased and managed by a Billing Administrator. A Billing Administrator designated for the Organization may act for any of its Workspaces. Other Workspace administrators may manage their Workspace but cannot purchase, upgrade, or incur charges unless designated as a Billing Administrator. You are responsible for keeping these designations current.

Administrative recovery. Where an administrative account becomes inaccessible, we may reassign it based on reasonable verification, which may include documented Organization contacts, control of the email domain, payment records, or corporate records. We may decline or pause reassignment where control of the Account is disputed.

4. Free trial

Each new Workspace receives a 30-day free trial. No payment method is required to start one.

During the trial you receive access at the trial plan level described in the Documentation, and you may move between trial plan levels. Starting a paid subscription requires affirmative purchase confirmation and disclosure of the applicable charges.

At the end of the trial, unless you have started a paid subscription, your access to the Service ends. Your trial does not convert to a paid subscription automatically, and you will not be charged unless you choose to purchase.

Your data after a trial. We do not delete Customer Data when a trial ends. You may start a paid subscription at any time to restore access, and Section 15 describes export, retention, and deletion after a trial ends.

We may modify or discontinue free trials, may limit them to one per Workspace, and may decline a trial where we reasonably believe Workspaces are being created to extend or repeat a trial.

5. Subscriptions, fees, and payment

Plans and terms. Subscriptions are offered on monthly, annual, or multi-year terms as set out at purchase or in an Order Form. Each Workspace's plan determines the features available in that Workspace and any usage limits that apply to it.

Workspace subscriptions. Each Workspace requires its own subscription. Plan, fees, usage limits, renewal, and cancellation apply to each Workspace separately. Where an Order Form sets pricing or terms at the Organization level, they apply to each Workspace subscription the Order Form covers. You are responsible for the fees of every Workspace in your Organization.

Automatic renewal. Monthly subscriptions renew monthly and annual subscriptions renew annually. **A Subscription Term longer than one year renews for successive one-year terms unless the Order Form provides otherwise.** You may cancel at any time through the Service; cancellation takes effect at the end of the then-current term.

Fees and invoicing. You authorize us to charge your payment method for all fees when due. Where we invoice you, payment is due as stated on the invoice or Order Form, and in the absence of a stated term, within 30 days of the invoice date. Fees are exclusive of taxes, and you are responsible for applicable taxes other than taxes on our income. We will not charge taxes for which you provide a valid exemption certificate.

Price changes. We may change pricing effective on renewal, with at least 30 days' notice before the end of your then-current term. If you do not accept a price change, you may cancel before renewal.

Failed or late payment. If a payment fails or an invoice is not paid when due, we may retry the charge and will notify you. If the amount remains unpaid **15 days** after the due date, we may suspend access to the affected Workspace after notice. If it remains unpaid **30 days** after the due date, we may terminate that Workspace's subscription. Suspension does not delete Customer Data, and you retain the ability to export it and to cure the non-payment. We may charge interest on overdue amounts at the lower of 1.5% per month or the maximum permitted by law.

Disputed amounts. We will not suspend for amounts you dispute reasonably and in good faith, provided you notify us before the due date and pay all undisputed amounts when due.

No refunds. Except as expressly stated in these Terms or required by law, fees are non-refundable and there are no refunds or credits for partial periods, unused capacity, or downgrades.

Usage limits. Where your plan includes limits, we may count usage against them and, where a limit is enforced, decline actions that would exceed it. **We will not charge usage-based overage fees unless the applicable limits and rates were disclosed to you before the usage occurred or agreed in an Order Form.** We will not delete Customer Data because a limit is exceeded.

6. Plan changes and downgrades

You may upgrade at any time; upgrades take effect immediately and are charged on a prorated basis. Downgrades take effect at the end of the current term.

We do not delete Customer Data as a consequence of a plan change. Where a downgrade means you hold more records than your new plan allows, the affected records become read-only and are flagged rather than removed,

and are restored to full function if you upgrade again. This applies for the duration of your subscription; Section 15 governs what happens after termination.

7. Acceptable use

Your use of the Service is subject to the Acceptable Use Policy at https://exhibithub.com/legal/acceptable-use. We may update it from time to time; material changes will be notified in accordance with Section 21.

We may suspend access, in whole or in part, where we reasonably believe it is necessary to prevent harm to the Service, to other customers, or to any person, or where required by law. Where suspending a specific Authorized User, integration, Workspace, or activity is reasonably sufficient, we will do that rather than suspend the Organization. We will limit any suspension in scope and duration to what the circumstances require and will restore access promptly once resolved. Where practicable, we will notify you first.

8. Customer Data and Usage Data

You own Customer Data. As between you and us, you retain all right, title, and interest in Customer Data, including configurations, templates, and content you create in the Service. We acquire no rights in it except those granted here.

Our license. You grant us a non-exclusive, worldwide license to host, copy, transmit, display, and process Customer Data solely as necessary to provide, secure, support, and maintain the Service, and as described in Sections 9 and 10.

We own Usage Data and ExhibitHub Technology. We may collect and use Usage Data to operate, secure, support, bill for, analyze, and improve the Service, and to enforce these Terms. We will not disclose Usage Data externally in a form that identifies you or any Authorized User, except as necessary to provide the Service or comply with law.

Your responsibility. You represent that you have the rights necessary to provide Customer Data to us and to permit the processing described in these Terms and the DPA, including where Customer Data contains personal information about your personnel, contacts, or partners. **You will not submit to the Service the categories of information restricted by the Acceptable Use Policy, including within documents you upload, and are responsible for removing or redacting them before submission.**

We do not build Atlas from your documents. We do not use documents or files you upload to the Service to populate Atlas or any other database we make available to other customers. This commitment applies regardless of whether the underlying document is also publicly available elsewhere.

Links you provide. Where you provide a URL to the Service, you authorize us to access it and to use publicly available information found there, including in Atlas. We confirm that a URL is publicly accessible before using information found there for Atlas; where it is not publicly accessible, we do not use it for that purpose. Separately, the fact that you have created or requested an event record may prompt us to research that event from public sources. Only information we obtain from public sources or from our partners and licensors is added to Atlas.

Corrections you suggest. Where you or an Authorized User report that Atlas Content may be inaccurate, we treat the report as a prompt to recheck our sources. We do not add values you submit to Atlas directly; any resulting update is based on information we obtain from public sources or from our partners and licensors. Section 12 applies to the report itself.

Data protection. Where we process personal information on your behalf, the Data Processing Addendum at https://exhibithub.com/legal/dpa applies and forms part of these Terms, and governs that processing. Our handling of information for which we are an independent controller — account, billing, support, and marketing data — is described in our Privacy Policy at https://exhibithub.com/legal/privacy, which is a description of our practices and is not incorporated into these Terms as a contractual commitment.

Security. We maintain the technical and organizational measures set out in Annex B of the DPA.

9. Aggregated and de-identified data

We may create aggregated, de-identified datasets derived from Customer Data and Usage Data, and may use them to operate, analyze, and improve the Service, to provide benchmarking and cost-projection features to our customers, and to publish aggregate market materials such as industry benchmark and cost reports. Examples include typical accommodation rates in a market, or typical utility costs at a venue.

This right is subject to the following, which we commit to as contractual obligations:

- Derived records contain no Customer identity and no individual transaction records. We de-identify to a standard where the resulting data **cannot reasonably be** attributed to a specific organization or linked back to you or to an individual. We take reasonable measures to prevent re-identification, do not attempt to re-identify, and contractually prohibit recipients from doing so.
- No derived figure is surfaced unless computed from at least five distinct customer organizations, with no single organization contributing more than 30% of the underlying values. Figures failing either threshold are suppressed.
- We will not use Customer Data for advertising, disclose it to other customers in identifiable form, or use it to train general-purpose artificial intelligence models for the benefit of others.

We own the aggregated and de-identified datasets we create. The thresholds and de-identification standard above apply to every use of them, including anything we publish externally. Nothing in this Section permits us to disclose Customer Data in identifiable form.

10. AI features

The Service includes features that use artificial intelligence to extract, parse, summarize, and suggest information. To provide them, AI Input is transmitted to AI model providers acting as our service providers, listed on our subprocessor page.

Rights in Input and Output. You retain all rights in AI Input. As between the parties, you own AI Output generated from your AI Input, subject to our rights in ExhibitHub Technology and to any third-party rights in underlying material. AI Output is not unique — similar or identical output may be generated for other customers — and we make no claim of exclusivity in it.

Model training. We will not use Customer Data to train or fine-tune a general-purpose AI model for use by other customers. We may process Customer Data to provide, secure, support, troubleshoot, and evaluate the AI features **for you**, subject to the confidentiality and data protection obligations in these Terms and the DPA. Our arrangements with third-party AI providers, as we have configured them, prohibit those providers from using Customer Data to train their models; providers may retain content briefly for abuse monitoring and service delivery as described in our subprocessor disclosures.

Output is a suggestion, not a determination. AI Output may be inaccurate or incomplete and is presented for your review. AI Output is not a substitute for reviewing authoritative source documents, and should not be relied on without verification for decisions involving deadlines, reservations, shipment routing, payments, or legal or contractual obligations. We do not warrant the accuracy of AI Output.

Significant decisions. The Service is not designed to make decisions producing legal or similarly significant effects about individuals, and you will not use it for that purpose without appropriate human review.

11. Beta and preview features

We may make features available labelled beta, preview, early access, or similar. These are provided **as is** and **as available**, without warranty, support commitment, or service level. They may be changed or withdrawn at any time, and we may limit who can access them. Sections 17 and 19 apply to them in full.

We will not designate as beta or preview any functionality identified as core in your Order Form.

12. Feedback

If you give us suggestions, ideas, or feedback about the Service, you grant us a perpetual, irrevocable, royalty-free license to use it without restriction or obligation to you. This does not grant us rights in Customer Data or your Confidential Information. We will not identify you as the source without your permission.

13. Our intellectual property

We and our licensors own all right, title, and interest in ExhibitHub Technology. Except for the rights expressly granted in Section 2, no rights are granted to you. For clarity, you retain Customer Data and the configurations, templates, and content you create in the Service.

You will not: copy, modify, or create derivative works of the Service; reverse engineer or attempt to derive source code, except to the extent this restriction is unenforceable under applicable law; resell, sublicense, or provide the Service to third parties as a service bureau; or use the Service or non-public Documentation to develop a substantially similar competing service.

Competitors. You may not access or use the Service if you are, or are acting on behalf of, a direct competitor of ExhibitHub, except with our prior written consent. We may decline a registration, or suspend or terminate an Account, where we reasonably believe this restriction applies.

Atlas Global Event Database. Atlas, and our compilation, structuring, normalization, and enrichment of the information within it, are ExhibitHub Technology and are owned by us and our licensors. Subject to these Terms,

we grant you a non-exclusive, non-transferable, revocable right to access and use Atlas Content within the Service, for planning and executing your own exhibit program, for the duration of your Subscription Term.

You will not: extract, copy, or export Atlas Content other than through interfaces we provide and in volumes consistent with managing your own exhibit program; use automated means to harvest Atlas Content; redistribute, resell, license, or publish Atlas Content, or make it available to any person other than your Authorized Users; use Atlas Content to build, train, populate, or improve any database, product, or service that competes with the Service or with Atlas; or remove or obscure any source attribution, provenance indicator, or notice displayed with Atlas Content.

Portions of Atlas are licensed to us by partners and data providers, and your rights in that content are no greater than the rights granted to us. Where a partner arrangement ends, we may remove the affected content from Atlas. Atlas Content already populated into your Workspace before that removal remains available to you, subject to any restriction we are required to pass through and notify to you.

Atlas Content in your records. Values you enter or edit in your Workspace, including a value that replaces one populated from Atlas, are Customer Data. Atlas Content populated into your Workspace may be included when you export your Workspace, and you may keep and use exported copies for your internal business records after your Subscription Term ends, subject to the restrictions above and to any partner or licensor restriction we have notified to you.

Business contacts in Atlas. Atlas Content may include business contact information for individuals at event organizers, venues, general contractors, and similar organizations. You will use that information only in connection with planning and executing your exhibit program, including to communicate with those individuals in their professional capacity, and in compliance with applicable law. You will not use it for unrelated marketing or outreach. Where we remove an individual's information from Atlas at that individual's request, we may also remove it from Atlas Content in your Workspace.

No affiliation. Atlas and the Service refer to events, organizers, venues, general contractors, and other organizations to identify them. Unless we expressly state otherwise, we are not affiliated with, endorsed by, or sponsored by any of them, and the inclusion of an event or organization in Atlas does not mean that it has reviewed or approved the information. Their names, logos, and marks belong to their respective owners.

You may evaluate and benchmark the Service for your own internal procurement, security, and comparison purposes, provided you are not a direct competitor of ExhibitHub. You will not publish a benchmark or comparison of the Service without our written consent.

14. Confidentiality

Each party may receive information of the other that is marked confidential or that a reasonable person would understand to be confidential ("Confidential Information"). Customer Data is your Confidential Information. Non-public information about the Service is ours.

The receiving party will use Confidential Information only to exercise its rights and perform its obligations under these Terms, will protect it with at least reasonable care, and will not disclose it except to its employees, affiliates, contractors, subprocessors, professional advisers, and insurers who need it and are bound by comparable obligations. The receiving party is responsible for their compliance.

These obligations do not apply to information that is public through no fault of the receiving party, was known without restriction before disclosure, is independently developed, or is lawfully received from a third party. Nothing here restricts a disclosure protected by law, including protected whistleblower disclosures.

If compelled by law to disclose, the receiving party will give notice where legally permitted and will disclose only what is required.

Duration. These obligations continue for **three years** after termination, except that trade secrets remain protected for as long as they remain trade secrets, and Customer Data remains protected for as long as we retain it.

Equitable relief. Breach of this Section may cause irreparable harm for which damages are an inadequate remedy, and either party may seek injunctive relief without posting bond.

15. Term, suspension, and termination

Term. These Terms begin when you first access the Service and continue until all subscriptions have expired or been terminated.

Termination for convenience. You may cancel any Workspace's subscription at any time, effective at the end of its then-current term. We may terminate a free trial on reasonable notice, with an opportunity to export, unless prohibited by law or required for security.

Termination for cause. Either party may terminate for the other's material breach that remains uncured 30 days after written notice. We may terminate immediately where required by law or where your use creates a risk of imminent harm.

Trials. A free trial that ends without a paid subscription is treated as a termination for the purposes of the export, retention, and deletion provisions below.

Individual Workspaces. Where one Workspace's subscription or trial ends while other Workspaces continue, the export, retention, and deletion provisions below apply to that Workspace's Customer Data, and these Terms continue for the remaining Workspaces.

Export. For **30 days** after termination, you may export Customer Data through the standard export functionality described in the Documentation, or by written request.

Retention. We retain Customer Data for **one year** after termination so that it is available if you reactivate your Account, after which we delete it. Where your Order Form specifies a different retention period, that period controls.

Earlier deletion. You may request deletion at any earlier time and we will complete it within 30 days, except where retention is required by law, for the establishment or defense of legal claims, for billing and tax records, for security and fraud records, or in the form of aggregated or de-identified data.

Backups. Deleted Customer Data persists in backups until those backups expire in the ordinary course. It is not restored to active use and remains protected under Section 14 until deleted.

Survival. Sections 8, 9, 12, 13, 14, 17, 18, 19, 20, and 22 survive termination.

16. Publicity

We may identify you as a customer and use your name and logo on our website and in sales and marketing materials. You may opt out at any time by contacting us, and we will stop using them within a reasonable period. Where an Order Form addresses publicity, that Order Form controls. Any other use of your marks requires your consent.

17. Warranties and disclaimers

We warrant that the Service will perform materially in accordance with the Documentation applicable to your plan. Your **exclusive remedy** for breach of this warranty is for us to correct the non-conformity or, if we cannot within a reasonable period, to terminate the affected subscription and refund prepaid fees for the unused portion.

This warranty does not apply to free trials or beta and preview features, which are provided as is.

Third-party and operational information, including Atlas. Information obtained from you, event organizers, carriers, venues, travel providers, data providers, partners, integrations, and other third parties — including Atlas Content — may be incomplete, delayed, superseded, or inaccurate, and estimates and projections generated by the Service are estimates only. Event information changes frequently: deadlines move, rates expire, organizers change general contractors and venues, and shipping instructions are revised, often without notice to us.

Atlas Content is compiled from sources outside our control and is provided to reduce manual entry, not to serve as the authoritative record. **The authoritative source for any event requirement is the organizer's or general contractor's official exhibitor materials, service kit, or written instruction. You are responsible for confirming material deadlines, reservations, rates, shipping instructions, and other operational information with that authoritative source before acting on it.** We do not warrant the accuracy, completeness, or timeliness of Atlas Content, which is provided **as is**.

We may update, correct, or remove Atlas Content at any time, but we are not obligated to keep any item current. A date showing when information was last checked records when we last reviewed the source. It does not confirm that the information remains accurate.

Except as expressly stated in this Section, the Service is provided "as is" and "as available." To the fullest extent permitted by law, we disclaim all other warranties, express or implied, including merchantability, fitness for a particular purpose, non-infringement, and any warranty arising from course of dealing or usage of trade. We do not warrant that the Service will be uninterrupted or error-free, or that it will meet your requirements. Section 18 states your exclusive remedy for third-party infringement claims.

No service level commitment applies unless we have agreed one with you in writing.

18. Indemnification

By us. We will defend you against any third-party claim that the Service, used in accordance with these Terms, infringes that third party's patent, copyright, or trademark, and will pay damages finally awarded or amounts we agree in settlement. This obligation does not apply to claims arising from Customer Data, from Third-Party Content, from your use in combination with products, data, or services not provided by us where the claim would not have arisen but for the combination, from your use in breach of these Terms, or from beta or preview features.

If the Service becomes, or we believe it may become, the subject of such a claim, we may procure the right to continue using it, modify it to be non-infringing, or terminate the affected subscription and refund prepaid fees for the unused portion. **This Section states our entire liability and your exclusive remedy for infringement claims.**

By you. You will defend us against any third-party claim alleging that (a) Customer Data, as provided by you and used by us as authorized under these Terms, infringes or misappropriates third-party rights or violates applicable law, or (b) your use of the Service breaches these Terms or the Acceptable Use Policy or violates applicable law in connection with that use. This does not apply to the extent the claim is caused by our breach of these Terms.

Process. The indemnified party will notify the indemnifying party promptly — though delay reduces the indemnifying party's obligations only to the extent it is materially prejudiced — give it sole control of the defense and settlement, and provide reasonable cooperation at the indemnifying party's expense. Consent to a settlement will not be unreasonably withheld where the settlement fully releases the indemnified party and imposes no admission of liability or non-monetary obligation on it.

19. Limitation of liability

No indirect damages. Neither party will be liable for indirect, incidental, special, consequential, exemplary, or punitive damages, or for lost profits, lost revenue, lost data, loss of goodwill, or loss of business opportunity, or for business interruption. This exclusion applies **including, without limitation** to damages arising from missed or misstated deadlines, forfeited, reassigned, or unavailable booth space, expedited or re-routed shipping, drayage, penalty, or late-order charges, and cancelled or rebooked travel. It applies **whether or not those damages were foreseeable and whether or not the party was advised of their possibility**, regardless of the form of action, whether in contract, tort (including negligence), strict liability, or otherwise, and **even if a limited remedy fails of its essential purpose**. This does not exclude reasonable costs of restoring Customer Data from available sources, which are direct damages subject to the cap below.

Cap. Each party's total aggregate liability arising out of or relating to these Terms will not exceed the greater of (a) the fees paid or owed to us for the Workspace to which the claim relates in the 12 months preceding the event giving rise to the claim, combining the fees for each Workspace where a claim relates to more than one, or (b) one hundred U.S. dollars ($100).

Exclusions from the cap. The cap does not apply to your obligation to pay fees, to either party's indemnification obligations under Section 18, which are subject instead to the separate limit below, or to either party's **fraud or willful misconduct**.

Indemnification limit. Each party's total aggregate liability for its indemnification obligations under Section 18 will not exceed the greater of (a) three times the fees paid or payable to us for the Workspace or Workspaces to which the claim relates in the 12 months preceding the claim, or (b) five hundred thousand U.S. dollars ($500,000). This limit is separate from, and in addition to, the cap above, and does not apply to indemnification obligations arising from a party's fraud or willful misconduct.

Free access. For free trials and beta or preview features, our total aggregate liability will not exceed one hundred U.S. dollars ($100). The exclusions from the cap apply to this limit in the same way, and indemnification obligations remain subject to the indemnification limit above.

These limitations apply regardless of the theory of liability and even if a limited remedy fails of its essential purpose. They allocate risk between the parties and are reflected in our pricing.

20. Dispute resolution

Governing law. These Terms are governed by the laws of the State of Delaware, without regard to conflict of laws principles. The United Nations Convention on Contracts for the International Sale of Goods does not apply.

Informal resolution first. Before starting arbitration, the parties will attempt in good faith to resolve the dispute through discussion for 30 days after a Legal Notice describing it.

Binding arbitration. Any dispute arising out of or relating to these Terms that is not resolved informally will be finally settled by binding arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, before one arbitrator, seated in Wilmington, Delaware. **Proceedings will be conducted remotely unless the parties agree otherwise, and neither party is required to attend in person.** Judgment on the award may be entered in any court of competent jurisdiction. Each party bears its own costs unless the arbitrator determines otherwise.

Class action waiver. Disputes will be resolved only on an individual basis. Neither party may bring a claim as a plaintiff or class member in a class, collective, consolidated, or representative proceeding. If this waiver is found unenforceable, the arbitration provision is void in its entirety.

Exception. Either party may seek injunctive or other equitable relief in a court of competent jurisdiction to protect its intellectual property or Confidential Information, without first pursuing informal resolution or arbitration.

Jury trial waiver. To the extent any dispute is heard in court, each party waives its right to a trial by jury.

Time limit. Any claim must be brought within **two years** after it arises, or it is permanently barred. This does not apply to claims for unpaid fees, breach of confidentiality, indemnification, infringement, or fraud, or where a longer period is required by law.

21. Changes to these Terms

We may update these Terms.

Non-material changes take effect when posted.

Material changes take effect at the start of your next renewal term, and we will give at least 30 days' notice by email or in-product notice beforehand. If you do not accept a material change, your remedy is to cancel before it takes effect, and no further fees will be charged.

Changes required by law may take effect during your term on notice. If such a change materially and adversely affects you, you may terminate the affected subscription within 30 days of the notice and we will refund prepaid fees for the unused portion of the term.

A change that would materially expand our rights to use Customer Data, or materially reduce our confidentiality or security commitments, will not apply to you without your agreement.

22. General

Order of precedence. Where the documents comprising our agreement conflict, the following order applies:

1. an Order Form or signed enterprise agreement, for the commercial terms it expressly addresses;
2. the Data Processing Addendum, for matters of personal data protection;
3. any security or service level exhibit, for its subject matter;
4. these Terms;
5. the Acceptable Use Policy and Documentation.

Entire agreement. These Terms, together with the Acceptable Use Policy, Data Processing Addendum, and any Order Form or signed agreement between us, are the entire agreement and supersede prior discussions. Terms in your purchase order or vendor portal are of no effect unless we agree to them in a signed writing.

Assignment. Neither party may assign these Terms without the other's consent, except that either party may assign to an affiliate or to a successor in connection with a merger, acquisition, or sale of substantially all assets, on notice. The assigning party remains responsible for obligations accrued before assignment.

Notices. Operational notices to you — service, billing, and product notices — are given by email to your account contacts or by in-product notice. **Legal Notices** — notices of termination, material breach, indemnification, and dispute — must be in writing and sent to the other party's designated legal contact: for us, legal@exhibithub.com and Exhibit Hub Inc., 658 Springridge Dr., Lexington, KY 40503, United States; for you, the legal contact designated in your Account or Order Form, or if none, a Billing Administrator designated for your Organization or, if none, for any of your Workspaces.

Force majeure. Neither party is liable for delay or failure in the affected obligations caused by events beyond its reasonable control, provided it uses reasonable efforts to mitigate and resume performance. Payment obligations are not excused.

Export and sanctions. You represent that you are not located in, or ordinarily resident in, a country or region subject to comprehensive U.S. sanctions, and are not on any U.S. restricted party list. You will comply with applicable export control and sanctions laws.

U.S. government users. The Service is commercial computer software provided with restricted rights under applicable federal regulations.

Independent contractors. The parties are independent contractors. Nothing creates a partnership, agency, or employment relationship.

Severability and waiver. If a provision is held unenforceable, it is modified to the minimum extent necessary and the rest remains in effect. Failure to enforce a provision is not a waiver of it.

Subcontractors. We may use subcontractors, including the subprocessors described in the Data Processing Addendum, to perform our obligations, and we remain responsible for their performance under these Terms.

Open-source components. The Service may include open-source software components. To the extent an open-source license requires, its terms apply to that component in place of these Terms.

Electronic communications. Agreements, notices, disclosures, and other communications we provide electronically, and your electronic acceptance of these Terms, satisfy any legal requirement that they be in writing or signed.

No third-party beneficiaries. There are no third-party beneficiaries of these Terms.

Interpretation. Headings are for convenience only and do not affect interpretation. "Including" and similar words mean including without limitation. References to Sections are to sections of these Terms.

Contact

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