

Insight

Tech Conference + Expo

Sept. 24-27, 2023 • The Venetian Resort, Las Vegas

Insight is once again open to ALL technology vendors, no exception.

Don't miss your chance to be a part of our comprehensive Expo Hall or sponsor a conference event. Featuring a wide range of providers, this year's Insight will demonstrate how we can all work together to transform and better connect the supply chain for everyone.

Join us in Las Vegas! More info inside ►

 **Trimble** Transportation



An Invitation Note From **Ron Bisio**

Dear Trimble Partner,

We are excited to launch the 2023 Insight Tech Conference + Expo, taking place **Sept. 24-27** in **Las Vegas**.

Our theme this year is **“Driving Connection,”** and I can’t think of a better way to embrace that sentiment than by bringing together Trimble customers from some of the biggest transportation organizations – including freight brokers, third party logistics companies and commercial carriers – with leading tech providers from across the supply chain. We want you to join us to be part of the conversation to help move the industry forward, as well as celebrate recent successes and hard work.

Our Exhibitor + Sponsor sale is now open and features several engaging ways for you to participate in this year’s event and connect with attendees. Ready to take part? [Check out our website](#) to see what’s new for 2023, and how you can put your business front and center at this can’t-miss industry event.

Sponsorship items and booth locations are released on a first-come, first-served basis. Don’t miss out on the opportunity to feature your company as we work to make the supply chain more connected and collaborative than ever before.

I look forward to seeing you in Vegas!

Thanks,

Ron Bisio
Sector Vice President, Trimble Transportation

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Don’t miss out on distinct opportunities to engage via unique interactive events, innovative product demos, and enhanced brand visibility.

- Diamond ● Platinum ● Gold
- Silver ● Bronze

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Terms & Conditions

Review and agree to these before sending in your application.

By the Numbers

1,500+

attendees from 512 companies

6:1

customer to exhibitor/
sponsor ratio



Why Exhibit & Sponsor

- Reach decision makers at some of the largest transportation companies in North America.
- 9+ dedicated Expo Hall hours.
- Unparalleled networking opportunities, not only in the Expo Hall, but also throughout the conference and at the other planned activities.
- Position your company as a leader in supply chain connection, digital transformation & sustainability.

Who Attends?

Insight is an engaged audience! Carriers, intermediaries and brokers from across the supply chain attend Insight to learn more about what's new in the industry and how technology can help them operate more effectively and sustainably.

Our Survey Says:

52%

of Attendees are Decision Makers

75%

spent several hours in the Expo Hall

+74%

of attendees would recommend Insight Tech Conference to their colleagues

+50%

are likely or very likely to return to Insight



Don't Take Our Word For It

Here's what 2022 Insight Conference attendees had to say:

“

Really organized, great attendees, well thought out exhibition hall.



“

This was my first expo, and it was a great experience. Overall, it was fantastic!



“

Gained some valuable information that allows me to better plan for upgrades and projects.



“

It was well organized. The classes were informative. The food was good and the events were fun.



“

I have to say I have now been to 4 Insight conferences and really did enjoy this last one the most.



Booth Pricing

We've kept pricing at our 2022 level!

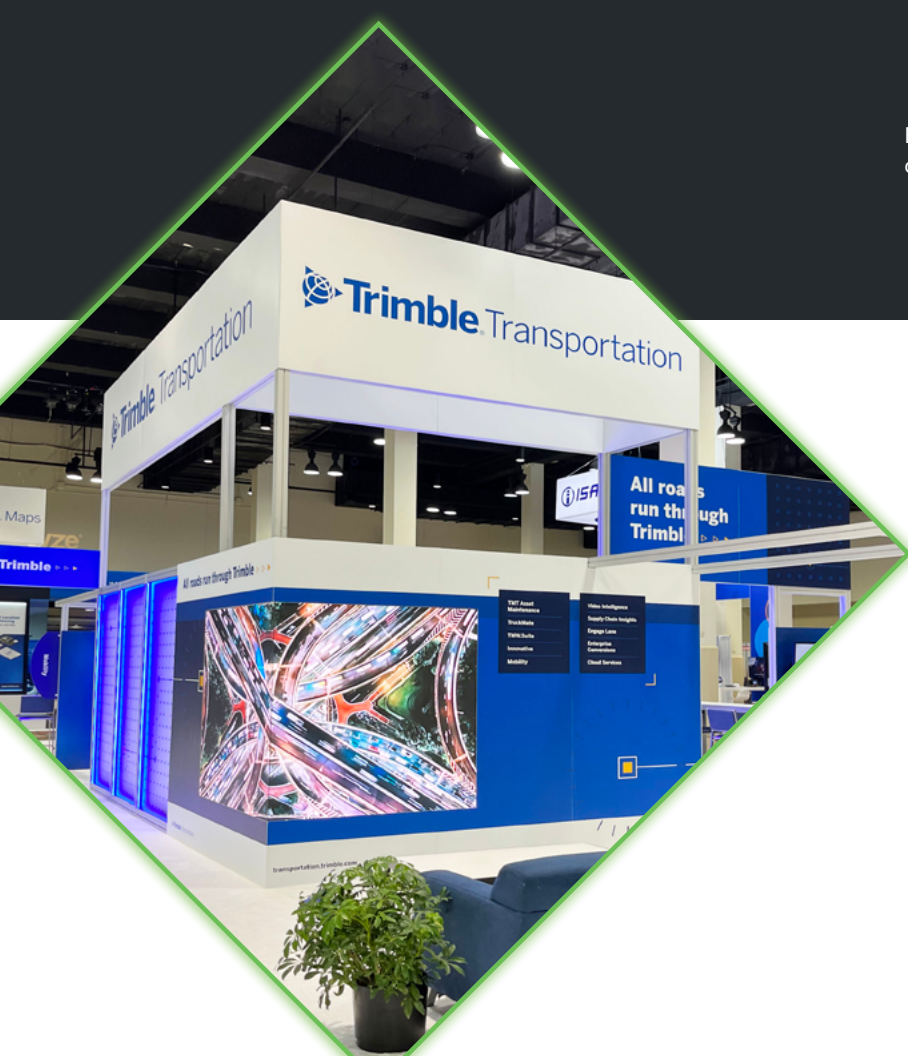
Booth options

10x10	\$5,000
10x20	\$10,000
10x30	\$15,000
20x20	\$20,000
Over 600sq ft.	Contact us!

Booth includes:

- 8' high backwall drape
- 2 - 3' high side drape
- 1 - 7"x44" one-line identity booth sign
- 1 complimentary full registration / 10'x10' space
- Directory listing in the conference mobile app
- Logo on the conference website & mobile app

Exhibitor fees do not apply to sponsorship categories or levels. Sponsorships & Exhibiting are separate.



Expo Hours:

Sun. Sept. 24 - 6:00pm - 9:00pm
Mon. Sept. 25 - 12:30pm - 3:00pm
4:30pm - 7:00pm
Tues. Sept 26 - 12:30pm - 6:30pm
Wed. Sept. 27 - 8:30am - 12:15pm

New this year:

Company Lists

A pre-show participating company list of Insight Tech Conference + Expo registrants (company names only) will be sent out approximately 3 weeks prior to the conference to all exhibitors and sponsors.

Sponsors who participate at the Diamond, Platinum or Gold level will also receive a post-show participating company list (company names only).

Driving Technology: Industry Partner Showdown

Tues Sept. 26 | 3:45 - 5:15 **Only 5 left! | Open to ALL Exhibitors & Sponsors**
Only 12 available

Join us on our main stage to share a 7-minute live demo of your product! This opportunity is an added benefit to your **Diamond, Platinum, or Gold** sponsorship. The only catch is we have just 12 slots available, and you must opt in to participate – so register now and secure your place in our line-up!

Additional Booth Staff \$900 each

Exhibitors have access to a new registration rate for 2023, which allows booth staff access to the Expo Hall ONLY throughout the conference. Also includes evening receptions and lunches taking place in the Expo Hall.

Booth staff who wish to attend breakfasts, sessions and/or evening events must register at the attendee rate.

Innovation - Session Sponsorship Add-On

\$3,000
Only 4 NOW available!

SOLD OUT!

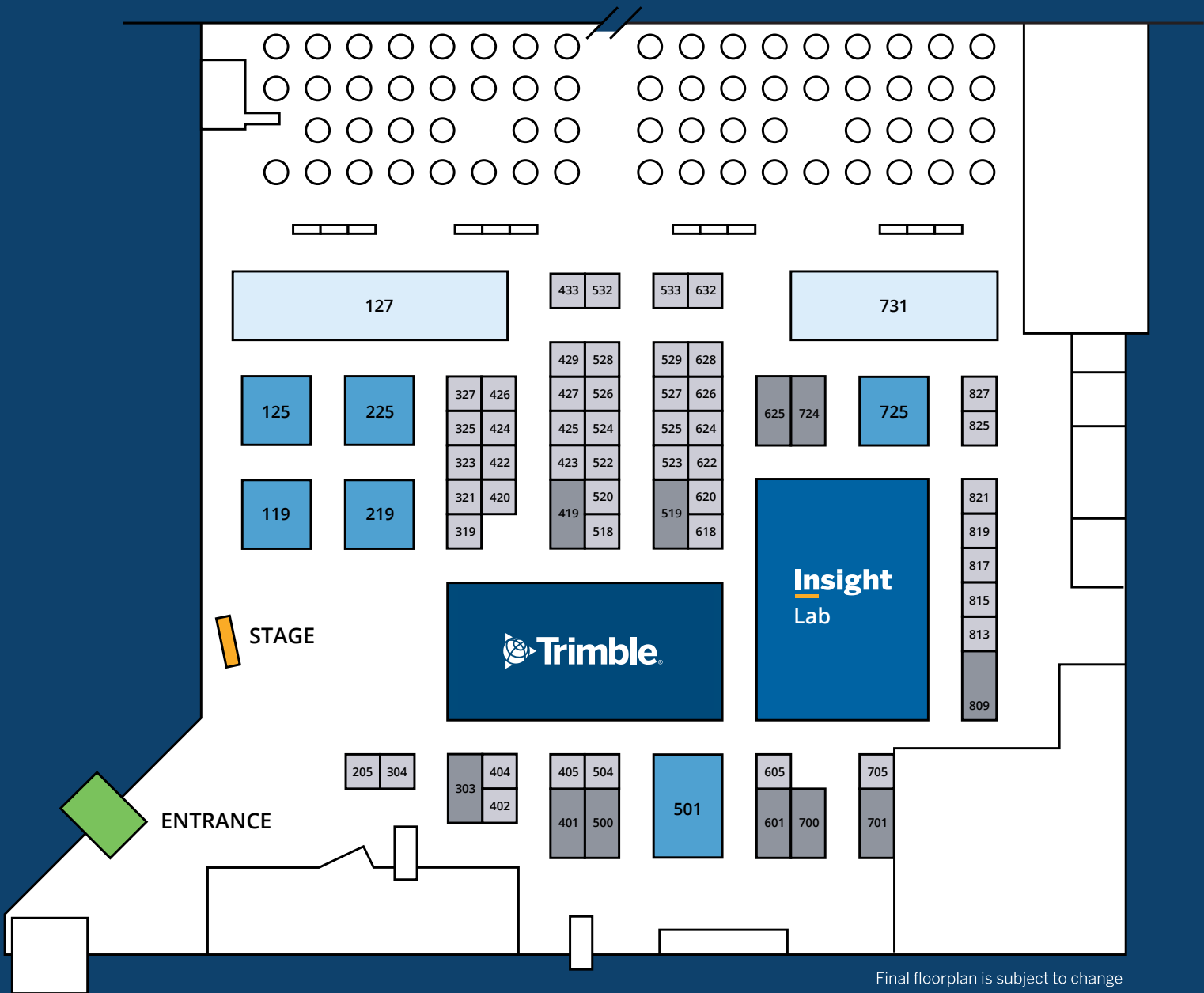
First come, first served . **NOW Open to Exhibitors & Sponsors!!** Reserve your session today! These are 15-minute demonstration sessions taking place in the Expo Hall from **12:30-2:30pm** on **Monday, Sept. 25, & Tuesday, Sept. 26.**

Innovation Stage | Expo Theater Sessions

Mon. Sept. 25 - 12:30-2:30pm - 6, 15min sessions +5min break
Tues. Sept. 26 - 12:30-2:30pm - 6, 15min sessions +5min break

Floor Plan

Floor plan for the Venetian Expo
& Convention Center - Level 2 all exhibitors and sponsors.



Final floorplan is subject to change

Exhibitor Application

Join us for Insight 2023 in Las Vegas!
Fill out this form and email to: exhibitinsight@trimble.com or [go online](#).
Please fill out all fields before returning.

Contact Name:

Email:

Company Name:

Company Address:

State:

Zip code:

Country:

Phone Number:

Booth Size:

Please list booth size desired and your top 3 booth picks.

Choice #1:

Choice #2:

Choice #3:

Payment Information: Please submit this form to exhibitinsight@trimble.com and we'll invoice you.

I Agree to the [Terms & Conditions](#) listed on pgs 18-19.

Insight 2023 Sponsorship Opportunities

This year's Insight Tech Conference is designed to **drive connections** between sponsors and attendees with distinct opportunities to engage via unique interactive events, innovative product demos, enhanced brand visibility, unparalleled networking and more.

Sponsorship packages are released on a first-come, first-served basis, with limited quantities available at each level.

For questions and more information, contact us at exhibitinsight@trimble.com.

Sponsor Benefits for ALL Levels:

- Company logo on sponsor thank-you signage.
- Company logo featured during opening session.
- Company logo and hyperlink on Insight Tech Conference website.
- Pre-show participating company list for Insight Tech Conference registrants who opt in.
- Featured listing on Insight Tech Conference mobile app.
- Post-show access to Video on Demand content.
- All Insight Tech Conference items include sponsor branding.
- All activities include specialty signage highlighting the sponsor and creative event customizations (where possible).
- Right of first refusal for the 2024 Insight Tech Conference.

Please note: exhibitor fees do not apply to sponsorship categories or levels.

Only ONE available



Diamond

\$50,000

SOLD!!

Presenting sponsor of the 2023 Insight Tech Conference, and main sponsor of the Keynote Session on Tuesday, Sept. 26.

In addition to the benefits listed on pg 12, the Diamond-level sponsor also receives:

- 10 conference registrations.
- **5 Discounted codes** to send to customers for **50% off** the registration rate.
- Private cabana at **Havana Nights** event on **Monday, Sept. 25**.
- Passed signature cocktail or game at **Party at A-Lot** on **Tuesday, Sept. 26**.
- VIP branded seating for up to 8 attendees at general session on **Monday, Sept. 25 & Keynote Session** on **Tuesday, Sept. 26**.
- Shout-out during welcome comments in the general session on **Monday, Sept. 25**.
- Introduction during keynote presentation on **Tuesday, Sept. 26**.
- Sponsored highboy table at Power of Together networking sessions throughout the conference.
- Post-show participating company list of registrants who opt in.
- Feature in pre-event email to attendees.
- 2 spotlight posts on social media.
- 2 push notifications, banner ad and recognition on splash screen in Insight Tech Conference mobile app.
- Opportunity to take part in our Driving Technology: Industry Partner Showdown session.



Platinum

\$25,000

Main sponsor of one of the following activities:

NEW for 2023

**Havana Nights Event
Co-Sponsor**
x2 available

Only 1 available!

Monday, Sept. 25: Includes prominent sponsor branding throughout event space, recognition from event DJ, branded sponsored items & more.

NEW for 2023

**VIP Balcony Zone at
Party at A-Lot Event**

Unavailable

Tuesday, Sept. 26: Includes specialty cocktails, photo area, entertainment & more.

- Expo Hall Welcome Reception on **Sunday, Sept. 24.**
- Tuesday Evening Reception on **Tuesday, Sept. 26.**
- Conference Bags.
- Conference Lanyards. - **SOLD!**

In addition to the benefits listed on pg 12, Platinum-level sponsors also receive:

- 8 conference registrations.
- Private cabana at **Havana Nights** event on **Monday, Sept. 25.**
- Passed signature cocktail OR game at **Party at A-Lot** on **Tuesday, Sept. 26.**
- VIP branded seating for up to 8 attendees at general session on **Monday, Sept. 25.**
- Shout-out during welcome comments in the general session on **Monday, Sept. 25.**
- Single-slide recognition with logo during general session on **Monday, Sept. 25.**
- Sponsored highboy table at Power of Together networking sessions throughout the conference.
- Post-show participating company list of registrants who opt in.
- Feature in pre-event email to attendees.
- Spotlight post on social media.
- 4 Discount codes to send to customers for **50% off** the registration rate.
- Opportunity to take part in our Driving Technology: Industry Partner Showdown Session



Gold

\$17,000

Main sponsor of one of the following activities:

NEW for 2023

Innovation Stage

Includes branded headsets & signage.

SOLD!!

NEW for 2023

Recharge Lounges

x2 available – **Expo Hall & 4th Floor**

We'll dedicate 1 of these 2 areas to you where attendees can recharge mentally, physically, socially & electronically.

NEW for 2023

Sustainability Sponsor

Branding on recycling & trash receptacles in conference venue.

NEW for 2023

Insight Story Booth

Video booth to record attendees' takeaways from the conference.

NEW for 2023

Wellness Sponsor

Includes reusable water bottles featuring QR code to sponsor's website, fruit-infused water stations & step counting signage with sponsor logo.

SOLD!!

NEW for 2023

Branded Photo Booth

Tuesday, Sept. 26: Branded Photo Booth at Party at A-Lot event

- **Insight Arcade**
 - Classic arcade area for attendees to play their favorite games like Giant Jenga, Corn Hole, Ping Pong, PacMan & more.
- **Insight Garage**
 - Area filled with interactive engagements where attendees can get hands-on with the work of innovation.
- **Headshots Sponsor**
 - Includes branding on photography website/platform.

In addition to the benefits listed on pg 12, Gold-level sponsors also receive:

- 6 conference registrations.
- Company logo included as part of slide deck shown prior to educational and general sessions.
- Post-show participating company list of registrants who opt in.
- Push notification in Insight Tech Conference mobile app.
- 3 Discount codes to send to customers for **50% off** the registration rate.
- Opportunity to take part in our Driving Technology: Industry Partner Showdown session.



Silver
\$8,500

Main sponsor of one of the following activities:

NEW for 2023

Entertainment Sponsor

Tuesday, Sept. 26: Entertainment Sponsor at Party at A-Loft event.

SOLD!!

- Conference Wi-Fi. - **SOLD!**
- Hotel Room Key. - **SOLD!**
- Notebooks & Pens. - **SOLD!**
- **Mon. Tues. or Weds. Breakfast**
 - Opportunity to place marketing materials at tables.

In addition to the benefits listed on pg 12, Silver-level sponsors also receive:

- 3 conference registrations.
- 2 Discount codes to send to customers for **50% off** the registration rate.



Bronze
\$5,500

Main sponsor of one of the following activities:

NEW for 2023

Offsite Transportation Sponsor

Includes signage in waiting areas.

SOLD!!

- Monday AM Break. - **SOLD!**
- Monday PM Break. - **SOLD!**
- Tuesday AM Break. - **SOLD!**
- TuesdayPM Break. - **SOLD!**
- Wednesday AM Break.
- Luggage Storage.
- JUST ADDED! - Charging Stations (2)

In addition to the benefits listed on pg 12, Bronze-level sponsors also receive:

- 2 conference registrations.
- 1 Discount codes to send to customers for **50% off** the registration rate.

Add Ons -- NOW Available to Exhibitors & Sponsors!

Sponsors may add on one or more of the following opportunities:

Room Drop
5 Available
\$10,000

- Deadline - June 23

- Sponsor may provide an item that will be delivered to all Insight Tech Conference attendee hotel rooms either upon check-in or during the conference.
- Sponsor must provide items to all attendees (approximately 1,600).

Hospitality Room - **Only 4 available!**
5 Available for Gold, Platinum & Diamond sponsors
\$2,000

- Reserved private meeting room for duration of Insight Tech Conference.
- Sponsor works directly with The Venetian to arrange catering, audio/video, Wi-Fi & room layout needs.

Industry Partner Series Session
Available for Gold, Platinum & Diamond sponsors
\$15,000

- Deadline - June 30

- **45-minute** thought leadership session during the conference; logo on podium.
- See "Thought Leadership Opportunities" section for content guidelines.

Innovation Stage Presentation
Only 12 available - **- SOLD OUT!**
\$3,000

- **15-minute** demonstration sessions taking place in the Expo Hall from 12:30-2:30 p.m. on **Monday, Sept. 25**, and **Tuesday, Sept. 26**.
- Limit one demo per sponsor.

Private Cabana at Havana Nights Event
12 available - **Only 7 available!**
\$2,000

- Reserve a private cabana for Havana Nights event on **Monday, Sept. 25**. Cabanas have space for approx. 10-12 people.

Speaker Sessions

Industry Speaker Sessions are Thought Leadership Opportunities:

Insight is built on the fundamental belief that creating the greatest value for our attendees will also create the greatest value for our sponsors. We take our content and thought leadership very seriously, and, to that end, please expect guidance, coaching, and final say from us on on the following.

Level of speaker:
Strong preference for C-level speakers, and those with real depth of knowledge and operating experience.

Quality of content:
Strong preference for content that is not an explicit pitch of your product or service, and that shares some genuinely new insight or data.

Novelty: We are not interested in pre-canned talks, or thought leadership that has already been widely shared at other conferences, or in books and blog posts.

Only 1 available!

2023 Insight Tech Conference + Expo | Exhibitor / Sponsor Terms and Conditions

Definitions. The “Agreement” means the Sponsor and Exhibitor Information on the Website or in an Information Packet; these Terms and Conditions; the Exhibitor’s Service Manual; the Exhibitor’s Show Services Kit; and any other policies or guidelines related to the Conference provided to you by Trimble. “Trimble” means PeopleNet Communications Corporation and Trimble Transportation Enterprise Solutions, Inc. collectively (and where appropriate, individually), and includes all authorized employees, agents, and representatives of the same acting within the scope of their employment and/or authority. “Exhibitor” means any person or company approved by Trimble to exhibit at the Conference (and if also agreeing to a Sponsorship Package level above Exhibitor, to sponsor portions of the Conference). “Conference” means the 2023 Insight Tech Conference +Expo. The “Venue” means The Venetian Resort, Las Vegas. “Exhibition Hall” means the designated exhibition space during the Conference at the Venue.

Sponsorship. Sponsorship Packages are set forth on the website or in the Information Packet. Exhibitors may purchase any Sponsorship item or bundle them to create a Sponsorship Package. Sponsorship Items come with such other benefits as described on the website or in the Information Packet. Trimble reserves the right to change the benefits provided at any time as long as the substituted benefits are of substantially similar quality and value. Certain events available at certain Sponsorship Package levels above Exhibitor may sell out.

Registration. All prospective Exhibitors must submit a signed Agreement in accordance with the application procedures established by Trimble. The submission of a signed Agreement is an offer to Trimble; Trimble will notify Exhibitor if its Agreement is accepted. All prospective Exhibitor personnel planning to attend the Conference must register to attend the Conference in accordance with the registration procedures established by Trimble. All Exhibitors and Exhibitor attendees must register in their company name and, if approved, all credentials, including badges, will be issued accordingly. Trimble may refuse registration to any applicant, or decline to accept the submitted Agreement of any proposed Exhibitor, in its sole discretion, and the decision of Trimble will be final. All Exhibitors and attendees agree to be bound by the terms of the Agreement, including these Terms and Conditions, and any applicable Venue terms, conditions and/or policies.

Assignment of Exhibitor Space. Exhibitor space will be assigned by Trimble once a Conference application form has been approved by Trimble and payment in full has been received by Trimble, as required hereunder. Trimble reserves the right, in its sole discretion, to change Exhibitor space assignments at any time, as it may deem necessary and without notice.

Booth Specifications, Installation, and Dismantling. All displays and equipment used by Exhibitor in a booth in the Exhibition Hall (“Booth”) must be in accordance with the Agreement. Exhibitor shall make arrangements for shipment, delivery, receipt and storage of all Exhibitor materials through the provider designated by Trimble and/or the Venue. Standard Booth backgrounds, side rails and uniform two line signs (44”x7”) are provided without charge. Except in the case of Island Booths (20’x20’ minimum size and dimensions), tractors and/or trailers, no display may exceed a height of eight feet from the building floor in the area four (4) feet forward from the rear background of each Booth without written permission from Trimble. In any portion of the Booth beyond four (4) feet from the rear background of the Booth, all parts of the Booth shall be placed not to exceed four (4) feet from the building floor. Trimble will be responsible for aisle carpeting only. All Booths must be erected and ready for viewing by the earlier of (a) two (2) hours prior to the date and hour announced as the opening of the Conference or (b) the official inspection time announced by Trimble. If in the sole opinion of Trimble an Exhibitor is unlikely to meet pre-designated deadlines, Trimble reserves the right to engage labor on behalf of Exhibitor, and at the Exhibitor’s expense, to meet such deadlines, and Exhibitor shall pay all invoices for such labor. Goods received by Exhibitor after the Conference opening must be delivered to the official decorator or Exhibition Hall manager, as designated by Trimble, and set up during times when the Exhibition Hall is closed. Booth materials and displays may not, without approval by Trimble, be removed from the Exhibition Hall until the hall has been officially closed. An Exhibitor will be fined \$1,000 for dismantling of their Booth prior to the official close of the Conference. The deadline for clearance of materials from the Exhibition Hall will be indicated in the official Exhibitor’s Service Manual provided by Trimble, which shall be strictly enforced. Exhibitor is also responsible for compliance with any additional requirements set forth in the Exhibitor Show Services Kit.

Fees and Payment Terms. The fees for each Sponsorship Package and available additions are set forth on the website or in the Information Packet. Fees due from Exhibitor will depend on Sponsorship Package selected, Booth assignment, and additional items selected by Exhibitor. Payment in full is required within thirty (30) days of Trimble email confirmation of Exhibitor registration or fourteen (14) days in advance of the Conference, whichever is first.

External Activity. Exhibitor will not provide entertainment for customers (or prospective customers), or meetings/gatherings, during any scheduled official Conference event (either during the day or evening), from September 24, 2023 through September 27, 2023.

Use of Booth Space; Exclusion or Removal of the Exhibitor’s Property. All demonstrations, sales activities, and distribution of circulars and other promotional materials must be confined to Exhibitor’s Booth. Absent written approval by Trimble, Exhibitor shall not assign, sublet, or share the space assigned, nor display, distribute, or otherwise promote items or materials not manufactured or sold in the ordinary course of Exhibitor’s business. Exhibitor’s activities, and the conduct of its personnel, shall comply at all times with Trimble and Venue policies as well as applicable laws, rules and regulations. Exhibitor personnel shall conduct themselves in a professional and non-disruptive manner at all times. Exhibitor personnel in violation of these terms may be required to leave the Exhibition Hall and/or the Conference, and temporarily or permanently banned from re-entry by Trimble and/or the Venue. Trimble reserves the right to remove from the Conference any or all of Exhibitor’s property should: (1) the Conference be canceled or relocated, (2) the Exhibitor or its personnel violate any of the conditions of the Agreement; or (3) Trimble deem such property unsuitable for, or not in keeping with the purpose and character of the Conference. In the event of (2) or (3) above, Trimble may, in its discretion, either require Exhibitor to modify Exhibitor property to become compliant or it may remove such property at Exhibitor’s expense, and Trimble assumes no liability for damage to Exhibitor’s property or any obligation to return Exhibitor fees.

Default in Occupancy. The failure of Exhibitor to occupy the assigned Booth space within two (2) hours of the opening of the Conference shall be deemed a default in occupancy. In the event of a default in occupancy, Trimble shall have the right to otherwise use such unoccupied space in its sole discretion and Exhibitor shall remain obligated to pay all fees as required hereunder.

Independent Contractors. The relationship between Trimble and Exhibitor shall be that of independent contractor and this Agreement shall not be construed as creating a partnership, employer-employee relationship, joint venture or agency between Trimble and Exhibitor.

Insurance. All property and equipment of the Exhibitor, owned or otherwise furnished, will remain under Exhibitor’s custody and control during transit to and from, and within the confines of the Exhibition Hall. Exhibitor shall maintain minimum insurance coverage as for the follows: (1) Workers’ Compensation, a minimum of \$1,000,000 each accident and \$1,000,000 each employee of the statutory amount as regulated/enacted into law of the jurisdiction where services are to be provided or performed (whichever is greater); (2) Automobile Liability, to include hired and non-owned vehicles with a minimum limit of \$1,000,000 CSL (combined single limit), and; (3) Commercial General Liability (CGL), in the amount of \$1,000,000 per occurrence and \$2,000,000 aggregate coverage to include bodily injury, property damage, personal injury and contractual liability. All insurance coverage shall include a waiver of subrogation and shall be written with insurance carriers that are admitted in the jurisdiction where services are to be provided and have at least a rating of A VII or better in the current AM Best Guide. Exhibitor shall name PeopleNet Communications Corporation, Trimble Transportation Enterprise Solutions, Inc., their affiliates, and the Venue as additional insureds under its CGL policy. Exhibitor must provide Trimble with a Certificate of Insurance on or before thirty (30) business days from the start of the Conference. Any cancellation of an Exhibitor insurance policy, or material alteration of coverage or limits prior to the Conference, requires prompt written notification to Trimble prior to the Conference.

Disclaimer; Liability. Trimble, its employees, its members, their service contractors, agents and building and grounds officials are not responsible for the safety of the Exhibitor, its personnel, or its property from theft, fire, accident, vandalism or other causes. Any protection to persons or property provided by Trimble including, but not limited to the provision of security watchmen and other precautions intended to protect property during installation, show periods and removal, shall be deemed gratuitous, and shall not give rise to any duty of care by Trimble. Trimble will make reasonable efforts to attract the maximum number of attendees to its Conference, but does not guarantee specific volumes or levels of attendance. Booth attendance and foot traffic by a specific booth is a function of the particular exhibit and is not the responsibility of Trimble. NEITHER TRIMBLE, ITS CONFERENCE VENDORS AND SUBCONTRACTORS, NOR THE VENUE SHALL BE LIABLE TO EXHIBITOR OR ANY OTHER THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES, WHETHER FORESEEABLE OR UNFORESEEABLE, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, REVENUE, OR DATA, REGARDLESS OF THE LEGAL THEORY ASSERTED OR WHETHER A CLAIM IS BROUGHT IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE, PRODUCT LIABILITY OR STRICT LIABILITY) OR OTHER THEORY, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. UNDER ALL CIRCUMSTANCES WHATSOEVER, THE MAXIMUM LIABILITY OF TRIMBLE UNDER THIS AGREEMENT SHALL BE LIMITED TO THE TOTAL FEES RECEIVED BY TRIMBLE FROM EXHIBITOR.

Force Majeure. Trimble shall not be liable for the fulfillment of this Agreement as to delivery of Booth space in the event that such non-delivery is due to a Force Majeure event. “Force Majeure” is defined as any cause beyond the reasonable control of Trimble, including without limitation: destruction of, or damage to the Venue or the Exhibition Hall by fire, act of God or acts of public enemy; pandemic; strikes; war or war-like conditions; or terrorist attack. In the event that the Conference is postponed due to a Force Majeure event, then the performance of the parties under this Agreement shall be excused for such period of time as is reasonably necessary after such occurrence to remedy the effects thereof, and in any event for the duration of such postponement. In the event that such occurrence results in cancellation of the Conference, the obligations of the parties under this Agreement shall terminate and Trimble may reimburse Exhibitors for any prepaid Booth space rental fees, less a pro rata share of expenses actually incurred by Trimble in connection with the Conference as determined by Trimble in its sole discretion.

Cancellation by Exhibitor. Exhibitor agrees that Trimble will suffer actual harm that will be difficult to determine if Exhibitor cancels this Agreement other than as expressly permitted herein. Exhibitor will pay as liquidated damages to Trimble, depending upon the timing of such cancellation, the following amounts, as a reasonable estimate of harm to Trimble for the cancellation:

For cancellations received by Trimble prior to 5pm CT on June 5, 2023: \$500 service fee

For cancellations received by Trimble on or after 5pm CT on June 5, 2023: 100% of prepaid amounts

In the event of any cancellation by Exhibitor, Trimble shall have the discretion to re-rent the canceled Booth space to another Exhibitor with any amounts retained by Trimble hereunder as liquidated damages.

Indemnification. Exhibitor agrees to fully and completely indemnify, hold harmless, and defend Trimble, its officers, directors, employees, agents or assigns, from and against any and all claims, liability, loss, cost or expense, including reasonable attorney fees arising from any and all claims or causes of action made against Trimble alleging that acts or omissions by Exhibitor under this Agreement gave rise to such claims, resulting from Exhibitor’s breach of this Agreement, or third-party claims of intellectual property infringement.

Exhibition Hall Access. The Conference is a private event and is not open to the public. Trimble retains sole discretion and control to admit or reject the Conference area any and all entrants including, but not limited to, Exhibitor personnel and/or registrants. Any person denied admittance shall be deemed to have waived any right and all claims for damages, reimbursement, or reinstatement, against Trimble and the Exhibition Hall, including their respective agents and employees.

Reserved Rights. Trimble and the Exhibition Hall reserve the sole and exclusive right to sell or serve at or about the Exhibition Hall, any alcoholic beverages, soft drinks, or food, souvenirs, or other merchandise, except for candy and similar snacks customarily offered by exhibitors at exhibit booths. No other food or beverage, samples or otherwise, may be served or distributed by Exhibitor without the prior consent of Trimble or the Venue.

Good Neighbors. Exhibitors are expected to be courteous, respectful, and non-disruptive to other Booths and the Exhibit Hall in general. Exhibitors may not hold any live musical performances within their Booth during posted exhibit times. Live presenters, recorded presentations, slides or videos will be permitted if tuned to a conversational level.

Exhibitor’s Use of Live or Recorded Music or Other Intellectual Property. Exhibitors are responsible for any copyright licensing fees resulting from the use of music, live or recorded, or any other proprietary item, that is the intellectual property of a third party.

Confidentiality and Nondisclosure. The Exhibitor acknowledges and agrees that any and all information provided by Trimble at, or in relation to, the Conference is confidential and considered protected Trimble intellectual property (“Confidential Information”). Exhibitor agrees that it shall not re-disclose Confidential Information to third parties. Excluded from such Confidential Information shall be information: (1) in the public domain (outside of the Conference) at the time it is received or after, provided it was not made public by Exhibitor; (2) lawfully known to the Exhibitor on a non-confidential basis immediately prior to the time of disclosure, (3) disclosed with the prior written approval of Trimble, or; (4) that was independently developed by or for Exhibitor without the use of or any reference to Confidential Information. Exhibitor acknowledges that remedies at law may be inadequate to protect Trimble against any actual or threatened breach of this Agreement by Exhibitor and, without prejudice to any other rights and remedies otherwise available to Trimble, Exhibitor agrees to the granting of injunctive or other equitable relief in Trimble’s favor, without proof of actual damages or the requirement of posting a bond or other security.

Governing Law and Venue; Waiver of Jury Trial. This Agreement will be governed exclusively by, and construed and enforced exclusively in accordance with, the laws of the State of Minnesota, United States of America without regard to or application of its conflicts-of-laws provisions. Any legal proceeding arising out of or relating to this Agreement will be subject to the exclusive jurisdiction of the United States District Court for the District of Minnesota or any state court sitting in Hennepin County, Minnesota and each Party irrevocably consents to the jurisdiction and venue of said courts and waives any right to object thereto. EACH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL ACTION, PROCEEDING, CAUSE OF ACTION OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT, INCLUDING ANY EXHIBITS, SCHEDULES, AND APPENDICES ATTACHED TO THIS AGREEMENT, OR THE TRANSACTIONS CONTEMPLATED HEREBY.

Miscellaneous. This Agreement sets forth the entire understanding between Trimble and Exhibitor in connection with this Agreement, and supersedes all prior or contemporaneous proposals, communications, agreements, negotiations, and representations, whether written or oral, regarding the subject matter thereof. No amendment to this Agreement will be valid unless made in writing and physically signed by Trimble and Exhibitor. Exhibitor may not assign or otherwise transfer this Agreement, or assign or delegate any of its rights herein, without Trimble’s express prior written consent. Subject to the preceding sentence, this Agreement will be binding upon, inure to the benefit of, and be enforceable by the parties and their successors and permitted assigns. Any assignment, transfer, or attempted assignment or transfer by Exhibitor in violation of the terms of this Agreement shall be void and of no force or effect and shall constitute a material breach of this Agreement. No waiver of any provision or breach of this Agreement (a) will be effective unless made in writing, or (b) will operate as or be construed to be a continuing waiver of such provision or breach. Regardless of which party may have drafted this Agreement, no rule of strict construction shall be applied against either party. In the event any portion of this Agreement is held to be invalid or unenforceable, such portion will be construed as nearly as possible to reflect the original intent of the parties, or if such construction cannot be made, such provision or portion thereof will be severable from this Agreement, provided that the same will not affect in any respect whatsoever the remainder of this Agreement. Any notification of any event required pursuant to this Agreement will be in writing, will reference this Agreement, and will be personally delivered or sent by nationally or internationally recognized express courier to the other party (if to Exhibitor, to the address listed on the Agreement, and if to Trimble, to its corporate offices at 4400 Baker Road, Minnetonka, MN 55343, ATTN: Legal). Notice will be deemed effective upon delivery or refused delivery attempt (as evidenced by the delivery receipt). The Parties have specifically requested that this Agreement be drafted in English. Les Parties ont spécifiquement demandé à ce que cette entente soit rédigée en anglais. If there is a conflict between versions of this Agreement in any other language, the English language version controls. A fax signature or signature delivered as an image attachment to an email message will be deemed equivalent to an original ink signature.