



**Texas Department of Insurance
Business Unit # 45400
Purchase Order # 16-2190**

Payment Terms: **NET30** Freight Terms: **FOB Destination** Ship Via: **VNDR** PCC: **D** Date: **09/23/16** PO Method: **DG** Dispatch: **Dispatch Via Print** Rev Dt:

PLEASE NOTE: ADDITIONAL TERMS AND CONDITIONS MAY BE LISTED AT THE END OF THE PURCHASE ORDER.

Vendor: TRADESHOW MULTIMEDIA, INC.
4350 RENAISSANCE PKWY
SUITE D
USA
CLEVELAND OH 44128-5793
United States

Ship To: 2H0002 - No Physical Shipment
United States

Vendor ID: 1341791945 6

Purchaser: Chastity Marion
Phone: 512/676-6151
Fax: 512/463-6159
Email: chastity.marion@tdi.texas.gov

Bill To: Attn: Acctng - Mail Code 108-3A
P. O. Box 149104
Austin TX 78714-9104
United States

Fax:
Email: Invoices@tdi.texas.gov

PO Information:

This Purchase Order (PO) is issued pursuant to Contract No. 45400 16-1977-20 for Online Event Registration Services, for the period of August 9, 2016 through August, 31 2017.

Contractor, Tradeshow Multimedia Inc. (TMI) shall provide services to the Texas Department of Insurance (TDI) in accordance with the following documents, listed in order of precedence: (1) Contract No. 45400 16-1977-20, (2) TDI's Request for Quote (RFQ) 45400 16-15262-A, and Contractor's Response to RFQ as modified by responses to Contractor Questions and Best and Final Offer.

Contract Term. The initial term of the contract is from August 9, 2016 through August 31, 2017.

TDI has the option to renew the contract for up to three (3) additional one-year periods.
Renewal Option 1: September 1, 2017 - August 31, 2018
Renewal Option 2: September 1, 2018 - August 31, 2019
Renewal Option 3: September 1, 2019 - August 31, 2020

TDI Contact:
Joe Meyer, Program Contract Specialist/Coordinator, (512) 676-6167; joe.meyer@tdi.texas.gov
Karen Urban, Accounting, (512) 676-6172; karen.urban@tdi.texas.gov

TMI Contact:
Anne Abbott, (216) 378-0700; anne @tmiexpos.com

Invoicing. To ensure prompt payment, the vendor must include the following information on all invoices: (1) the above reference PO Number, (2) the above referenced Vendor ID No., and (3) any other relevant information that will confirm purchase. Failure to comply may delay payment process or cause invoice to be returned.

Certification. The terms of the contract are considered complete and payment can be made when the terms and conditions of the order have been met and the goods and/or services have been certified.
Technical CAPPs issue required PO No. 45400 16-2172 to be canceled and replaced with this PO. CRM 9/23/16

Authorized Signature

Chastity Marion, CTCM, CTAM

09/23/2016



Texas Department of Insurance
Business Unit # 45400
Purchase Order # 16-2190

Line-Sch	Line Description	Class/Item	Quantity	UOM	Unit Price	Extended Amt	Due Date
1- 1	Web Based Event Registration Software	956/35	1.0000	LOT	\$24,000.00	\$24,000.00	09/23/2016
						Schedule Total	<input type="text" value="\$24,000.00"/>
				<u>ReqID:</u> 0000016895			
						Item Total for Line # 1	<input type="text" value="\$24,000.00"/>
						Total PO Amount	<input type="text" value="\$24,000.00"/>

All Shipments, Shipping papers, invoices and correspondence must be identified with our Purchase Order Number. Over shipments will not be accepted unless authorized by Purchaser prior to Shipment.

The Purchase Order Terms and Conditions can be found at:
<http://www.tdi.texas.gov/general/aspurch.html>

Authorized Signature
Charity Major, CTCM, CTAM
09/23/2016

**CONTRACT
FOR
EVENT REGISTRATION SERVICES
BETWEEN
TEXAS DEPARTMENT OF INSURANCE
AND
TRADESHOW MULTIMEDIA INC.**

The Texas Department of Insurance (hereinafter referred to as "TDI"), a state agency located at 333 Guadalupe St., Austin, Texas 78701 and Tradeshow Multimedia Inc. (hereinafter referred to as "Contractor"), located at 4350 Renaissance Parkway, Suite D, Cleveland Ohio 44128 enter into a contract agreement (hereinafter referred to as the "Contract") for Online Event Registration Services (hereinafter referred to as "Services") pursuant to pursuant to Tex. Gov't Code Chapters 2155, 2156 and/or 2157, as applicable.

I. CONTRACTED SERVICES/CONTRACT DOCUMENTS.

1.01. SERVICE REQUIREMENTS. Contractor shall provide Online Event Registration services, as further described in RFQ No. 45400 16-15262-A and subsequently negotiated under this contract. Services shall be performed in accordance with the following documents:

- (a.) Service Contract - TDI Contract No. 45400 16-1977-20;
- (b.) Exhibit A, TDI's Request for Quote No. 45400 16-15262-A (including all Attachments, Appendices and subsequent Addenda);
- (c.) Exhibit B, Contractor's Proposal response submitted as modified by responses to Contractor Questions and Best and Final Offer, if any;
- (d.) Exhibit C, Contractor's approved HUB Subcontracting Plan (HSP) (if applicable); and
- (e.) Exhibit C-1, Contractor's HUB Progress Assessment Report (PAR) Template (if applicable).

1.02. INCORPORATED BY REFERENCE. All documents listed in 1.01(b) through (e) (Additional Documents) are attached hereto and incorporated herein and become part of the Contract as if fully set forth.

1.03. ORDER OF PRECEDENCE. In interpreting this Contract and resolving any ambiguities, this Service Contract - TDI Contract No. 45400 16-1977-20 shall take precedence over the Additional Documents (section 1.01, b-e above, and any inconsistency among the documents shall be resolved in the order in which they are listed below:

- (a.) Executed Service Contract – Contract No. 45400 16-1977-20
- (b.) Exhibit A, TDI's Request for Proposal No. 45400 16-15262-A (including all Attachments, Appendices, and Addenda);
- (c.) Exhibit B, Contractor's Proposal response submitted as modified by responses to Contractor Questions and Best and Final Offer, if any.

1.04. CONTRACT ADMINISTRATOR.

- (a.) TDI shall designate a "Contract Administrator" for this Contract who will serve as the point of contact between TDI and the Contractor. The instructions of the TDI Contract Administrator ("or designated representative") are to be strictly and promptly followed by Contractor at all times. TDI's

Contract Administrator will decide any and all questions that may arise as to the quality and acceptability of work performed and as to the manner of performance and rate of progress of the work. TDI's Contract Administrator will determine the amount of work performed which is to be paid under the Contract. Failure of the TDI Contract Administrator during the progress of the Contract to discover or reject unacceptable work or work not performed in accordance with the Contract, or to exercise any remedies shall not be deemed an acceptance or a waiver of TDI's right to full performance of the Contract. TDI's Contract Administrator does not have any express or implied authority to vary or amend the terms of the Contract or to waive strict performance of the terms or conditions of the Contract.

- (b.) Contractor agrees to conduct all of its services under this Contract by and through appropriate communications with the TDI Contract Administrator. Contractor shall undertake no services or enhancements except with the prior written direction of the TDI Contract Administrator. Contractor understands and agrees that services or enhancements performed without the prior written direction of the TDI Contract Administrator is work not approved by TDI and outside the scope of this Contract and shall be performed exclusively at Contractor's risk and own expense.

II. TERM.

2.01. CONTRACT AWARD.

- (a.) This Contract shall be effective upon execution of the final signature and shall continue through August 31, 2017, unless extended by the parties by amendment to this Contract or terminated earlier in accordance with terms of this Contract.
- (b.) TDI has the option in its sole discretion to renew this Contract for up to three (3) one-year periods. In the event of such renewal, the scope of services, deliverable dates, and contract amount may be negotiated.
- (c.) If a new Contract for these Services is not executed at the time of termination of this contract, TDI may continue this existing Contract on a month to month basis for 180 days or until a new contract is executed, whichever is later. This time period will not exceed eleven (11) months. All provisions remains in effect, including pricing during this holdover. This continuance does not constitute a renewal or an extension for any further term."
- (d.) Notwithstanding the termination or expiration of this Contract, the provisions (if applicable) regarding indemnification, confidentiality, dispute resolution, Intellectual Property Rights, audit rights, limitation of liability, tool development, limitation of distribution, and warranties, will survive the termination or expiration dates of this Contract.

2.02. TRANSITION OF SERVICES FROM CURRENT CONTRACTOR TO A NEW VENDOR.

- (a.) Contractor agrees and understands that should TDI select a new Vendor subsequent to a new solicitation or the termination of the resulting Contract with current Contractor, current Contractor shall transition Services to a new vendor within 90 (ninety) calendar days of being notified of selection of a new Vendor or termination of the existing Contract with current Contractor.
- (b.) TDI effectuate this transition in a timely manner, Contractor shall provide TDI with a "Transition Plan" within 180 calendar days of the termination date of the existing Contract with current Contractor. The Transition Plan must be a comprehensive document detailing the proposed schedule, activities, and resource requirements associated with the transition tasks. The Transition Plan shall describe Contractor's approach and schedule for transfer of all data, information

associated with any work product created for TDI and operational support information, as applicable, under current Contractor's existing Contract. The Transition Plan shall also include sufficient information, any applicable data transfers, and documentation to ensure successful transition of the Contract to a new Vendor.

- (c.) In the event delays prevent the current Contractor from providing Transition services to TDI or the new Vendor prior to the expiration of the awarded Contract, if any, current Contractor shall continue to provide requested services on a month-to-month basis at the current costs to the State.
- (d.) TDI and the State will not be responsible for any payments to the Contractor where the Contractor fails to act in good faith, cooperate, or work with TDI in the Transition phase, which result in any unnecessary in delays. TDI further reserves the right to pursue any and all applicable rights and remedies in the event of any delays in the Transition phase.

2.03. TERMINATION, SUSPENSION, AND CANCELLATION.

- (a.) The Contract may be terminated, suspended, canceled, or specific services may be canceled, in whole or in part, in any one of the following circumstances:
 - (1) **Mutual Agreement.** Upon the mutual written agreement of TDI and Contractor, the Contract may be terminated or canceled.
 - (2) **TDI Cancel upon Thirty (30) Days' Notice.** TDI may, in its sole discretion, terminate, suspend, or cancel the Contract, or cancel specific services of the Contract, with 30 calendar days' written notice to Contractor.
 - i. No additional charges or fees will be assessed to TDI for the termination, suspension, or cancellation.
 - ii. Upon termination, suspension, or cancellation under this provision, Contractor shall refund to TDI any amounts attributable to the terminated, suspended, or canceled time period within 30 calendar days of the termination or cancellation. If TDI does not receive the refund within 30 calendar days, the Contract amount and monthly invoice will be reduced during the next billing cycle based on the services canceled.
 - iii. TDI may, in its sole discretion, reinstate terminated, suspended, or canceled Services with 30 calendar days' notice to Respondent.
 - (3) **Breach of Material Term.** Either Party may, upon giving 30 calendar days' written notice identifying specifically the basis of such notice, terminate the Contract for breach of a material term or condition of the Contract, provided the breaching Party must not have cured such breach within 30 calendar day period. In the event of such termination, Contractor will be paid for all services accepted prior to the date of the termination.
 - (4) **Contractor's Nonperformance.** If Contractor fails to comply with any requirement of the Contract or fails to provide goods, deliverables, or services as required, including, but not limited to, this Contract, TDI may immediately terminate, suspend, or cancel all or any part of the Contract.
 - i. Upon written notice of default or cause to Contractor, TDI may immediately terminate or suspend all or any part of the Contract. Termination is not an exclusive remedy, but shall be in addition to any other rights and remedies provided in equity, by law, or under the Contract. In the event of a partial termination of specific goods, deliverables, or services, Contractor is liable for all costs. Contractor cannot claim reimbursement from TDI for work performed on the canceled good, deliverable, or service.

- ii. TDI may exercise any other right, remedy, or privilege which may be available to it under applicable law of the State and any other applicable law, or may proceed by appropriate court action to enforce the provisions of this Contract. The exercise of foregoing remedies will not constitute a termination of the Contract unless TDI notifies Contractor in writing prior to the exercise of such remedy.
 - iii. TDI may obtain substitute requested items, withhold acceptance and payments to Contractor, revoke any prior acceptance, require Contractor to refund amounts paid prior to revocation of acceptance, and pursue all rights and remedies against the Contractor under the Contract and any applicable law.
 - iv. The Contractor remains liable for all covenants and indemnities under the Contract.
 - v. The Contractor is liable for all costs and expenses, including court costs, incurred by TDI with respect to the enforcement of any remedies listed herein.
- (5) **Availability of State Funds, Legislative.** The Contract is subject to termination, suspension, or cancellation, without penalty to TDI, in either whole or in part, subject to the availability of state funds. TDI is a state agency that has authority and appropriations subject to actions of the Texas Legislature. If TDI becomes subject to a legislative change, revocation of statutory authority, or lack of appropriated funds that would render either TDI's or Contractor's delivery or performance under the Contract impossible or unnecessary, the Contract will be terminated or canceled and be deemed null and void. In the event of a termination or cancellation under this Section, TDI will not be liable to Contractor for any damages which are caused or associated with such termination, suspension, or cancellation, and TDI will not be required to give prior notice.
- (b.) In the event of termination, cancellation, or suspension, the following provisions may apply:
- (1) **Legal Remedies and Damages Resulting from Breach of Contract.** TDI expressly reserves any and all legal remedies to which it may be entitled to collect and all damages directly or indirectly resulting from breach of Contract by Contractor or any of its agents, representatives, consultants, subcontractors, employees, or any other Party acting on behalf of the Contractor. TDI reserves the right to pursue any and all applicable rights and remedies if the Contract is terminated for any reason and TDI expressly waives no such rights or remedies.
 - (2) **Recovery of Funds.** TDI reserves the right to recover reasonable costs, fees, expenses, and other amounts or damages available to TDI under the Contract or under applicable law, including, but not limited to, attorneys' fees and court costs, if termination or cancellation is at Contractor's request or if termination or cancellation is for cause. This right is in addition to any other remedies available to TDI under the Contract or under applicable law. TDI reserves the right to pursue any and all applicable rights and remedies if the Contract is terminated for any reason, and TDI expressly waives no such rights or remedies.
 - (3) **Notice of Termination or Cancellation Delivery.** Any termination by TDI of the Contract, which requires written notice, may be accomplished by TDI's delivery to Contractor of a notice of termination or cancellation specifying that the Contract is terminated or canceled.
 - (4) **Substitution of Services.** In the event TDI terminates or cancels the Contract for Contractor's nonperformance or for cause, TDI may procure, upon such reasonable terms and in such manner as it deems appropriate, substitute services similar to those so terminated or

canceled. Contractor shall be liable to TDI for any excess or additional costs incurred by TDI in acquiring such services plus court costs and attorneys' fees. TDI's recovery of costs under this Section is in addition to any other remedies available to TDI under the Contract and/or under applicable law.

- (5) **Implementation of Termination.** Contractor shall terminate all work under the Contract to the extent and on the date specified in the Notice of Termination and until such date shall, to the extent stated in the Notice of Termination, do only such work as may be necessary, and will be compensated only for such work as may be necessary, as determined by TDI's Contract Administrator or his/her designated representative, to preserve the work in progress.

2.04. NO LIABILITY UPON TERMINATION. If this Contract is terminated for any reason, TDI and the State of Texas shall not be liable to Contractor for any damages, claims, losses, or any other amounts arising from or related to any such termination absent an award of damages pursuant to Texas Government Code Chapter 2260.

III. CONSIDERATION.

3.01. CONTRACT LIMIT, FEES, AND EXPENSES.

- (a.) The total amount of fees to be paid under this Contract during the initial term is subject to appropriations by the Texas Legislature and shall not exceed TWENTY-THREE THOUSAND FIVE HUNDRED AND NO HUNDREDTHS DOLLARS (\$23,500.00).
- (b.) The total amount of fees to be paid under this Contract shall be in accordance with Attachment 3 – Requirements and Pricing Sheet, attached hereto and incorporated herein for all purposes. Any changes to the fees set forth in Attachment 3 – Requirements and Pricing Sheet shall be submitted to TDI for review and shall be approved by amendment to this Contract.
- (c.) At any time, TDI may adjust the Contract, in whole or in part, with thirty (30) days notice to Contractor. Adjustments shall be in accordance with the unit prices quoted in Attachment 3 – Requirements and Pricing Sheet and shall be documented by amendment to this Contract.
- (d.) Contractor will be compensated only for services actually authorized and approved by TDI in writing and in compliance with this Contract. Contractor has no rights to compensation or any other rights or benefits except as expressly provided in this Contract. TDI will not reimburse for travel, meals, lodging, or other related expenses unless specifically provided for in this Contract. In that event, such costs will be invoiced to TDI based on actual expenses and TDI shall not be liable for reimbursement of expenses that: (i) were not preapproved in writing by TDI, or (ii) exceed the current State Travel Regulations. Receipts are required to validate invoicing.
- (e.) The Contract amount for any renewal periods will be specified by a written amendment signed by both parties.

3.03. PAYMENTS TO CONTRACTOR.

- (a.) This Contractor shall submit invoices to TDI for certification in compliance with Section 6 of the RFQ. The invoices must be accompanied by documentation to support payment. Upon TDI's certification that services by the Contractor have been performed in accordance with the terms of this Contract, TDI will make any contract payments to the Contractor from the State funds dedicated to this project. Payments will be made in accordance with the Texas Prompt Payment Act, Texas Government Code Chapter 2251. If this Contract is terminated early, the State shall pay the Contractor for products and services provided by Contractor through the date of termination so

long as TDI has accepted such products and services according to the terms of this Contract. An invoice is considered received on the date it is received by TDI. Contractor will be paid for completion of work accepted and approved by TDI's Contract Administrator or his/her designated representative.

- (b.) Contractor shall invoice TDI for work performed by Contractor identification number, and purchase order number. Invoices must include the purchase order number and Contract number. Address for submission is: Texas Department of Insurance, Accounting – Mail Code 108-3A, P.O. Box 149104, Austin, Texas 78714-9104; or by email: invoices@tdi.texas.gov.

IV. CONTRACTOR PERSONNEL.

4.01. REQUIRED QUALIFICATIONS. At all times during the term of the Contract, Contractor shall have available the necessary qualified employees/personnel to properly fulfill all the terms and conditions of this Contract.

V. NOTICES.

5.01. NOTICES.

- (a.) Any notice required or permitted to be delivered under this Contract shall be deemed delivered when deposited in the United States mail, postage prepaid, certified mail, return receipt requested, addressed to TDI or Contractor, as the case may be, at the address set forth below. Contractor shall submit notices regarding the daily contract management activities of the Contract to the attention of the Contract Administrator. All other notices shall be submitted to the Purchasing and Contract Administration Manager.

For TDI
(Notifications regarding the daily contract management activities of the Contract)

Texas Department of Insurance
Administrative Operations – Financial Services Office
333 Guadalupe St., P.O. Box 149104
Austin, TX 78701
Attention: Joe Meyer, Assistant Chief Financial Officer
Phone: (512) 676-6167
Email: joe.meyer@tdi.texas.gov

For TDI
(Notification not pertaining to the daily contract management activities of the Contract)

Texas Department of Insurance
Administrative Operations – Purchasing and Contract Administration
333 Guadalupe St., P.O. Box 149104
Austin, TX 78701
Attention: Chastity Marion, Contract Specialist
Phone: (512) 676-6151
Email: chastity.marion@tdi.texas.gov

For Contractor

Tradeshow Multimedia Inc.
4350 Renaissance Parkway, Suite D
Cleveland, OH 44128
Attention: Anne Abbott
Phone: (216) 378-0700
Email: anne@tmiexpos.com

- (b.) Notice given in any other manner shall be deemed effective only if and when received by the Party to be notified. Either Party may change its address for notice by written notice to the other Party as herein provided.

VI. MISCELLANEOUS PROVISIONS.

6.01. GOVERNING LAW AND VENUE. This Contract and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Texas, exclusive of conflicts of law provisions. Venue of any suit brought under this Contract shall be in a court of competent jurisdiction in Travis County, Texas. Contractor irrevocably waives any objection, including any objection to personal jurisdiction or proper venue or based on the grounds of forum non conveniens, which it may now or hereafter have to the filing of any action or proceeding in such jurisdiction in respect of this Contract or any document related hereto. **Nothing in this section shall be construed as a waiver of sovereign immunity by TDI.**

6.02. SEVERABILITY. If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract shall be construed as if such provision did not exist and the non-enforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.

6.03. PROPER AUTHORITY. The parties hereto represent and warrant that the Person executing this Contract on behalf of each party has full power and authority to enter into this Contract. Contractor acknowledges Contract is effective for the period specified in the Contract. Any services performed by Contractor before this Contract is effective or after it ceases to be effective are performed at the sole risk of Contractor.

6.04. SOVEREIGN IMMUNITY. The parties agree and acknowledge that nothing contained in Contractor's proposal response or this Contract will in any manner be construed as a waiver of sovereign immunity or official immunity by TDI, its employees, or the state of Texas. TDI and the state of Texas retain all legal defenses and immunities available to each. TDI does not waive any privileges, rights, defenses, remedies, or immunities available to TDI as an agency of the state of Texas or otherwise available to TDI.

6.05. FALSE STATEMENTS; BREACH OF REPRESENTATIONS. By signature to this Contract, Contractor makes all the representations, warranties, guarantees, certifications, and affirmations included in this Contract. If Contractor signs this Contract with a false statement or it is subsequently determined that Contractor has violated any of the representations, warranties, guarantees, certifications, or affirmations included in this Contract, Contractor shall be in default under this Contract, and TDI may terminate or void this Contract for cause and pursue other remedies available to TDI under this Contract and applicable law.

6.06. ENTIRE CONTRACT AND MODIFICATION. This Contract and its integrated attachments constitute the entire agreement of the parties and such are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless otherwise expressly authorized by the terms of this Contract, no modification, renewal, extension, or amendment to this Contract shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto.

6.07. ABANDONMENT OR DEFAULT. If the Contractor defaults on the Contract, TDI reserves the right to cancel the Contract without notice and either re-solicit or award the Contract to the next best responsive and responsible Respondent. The defaulting Contractor will not be considered in the re-solicitation and may not be considered in future solicitations for the same type of work, unless the specification or scope of work significantly changed. The period of suspension will be determined by TDI, based upon the seriousness of the default.

6.08. ACCESSIBILITY OF PUBLIC INFORMATION. Pursuant to Texas Government Code Section 2252.907, Contractor is required to make any information created or exchanged with the State pursuant to this Contract, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the State.

6.09. PUBLIC INFORMATION. Notwithstanding any provisions of this Contract to the contrary, Contractor understands that TDI will comply with the Texas Public Information Act, Texas Government Code Chapter 552, as interpreted by judicial opinions and opinions of the Attorney General of the State of Texas. TDI agrees to notify Contractor in writing within a reasonable time from receipt of a request for information related to the Contractor's work under this Contract. Contractor will cooperate with TDI in the production of documents responsive to the request. TDI will make a determination whether to submit a Public Information Act request to the Attorney General. Contractor will notify TDI General Counsel within 24 hours of receipt of any third-party request for information that was provided by the State of Texas for use in performing the Contract. This Contract and all data and other information generated or otherwise obtained in its performance may be subject to the Public Information Act.

6.10. AMENDMENTS. This Contract may be amended only upon the written agreement between TDI and Contractor; however, the Contract may not be amended so as to conflict with the laws of the State of Texas. To the extent the laws of the State of Texas require TDI to include additional language in its contracts, the Contractor agrees to amend this Contract and to cooperate in the execution of any contract amendments necessary to effectuate such state law. During the term of this Contract and any extensions or renewals, TDI reserves the right to request contract amendments or modifications as determined to be in the best interests of TDI or the State and for compliance with all applicable state and federal laws, regulations, requirements, and guidelines.

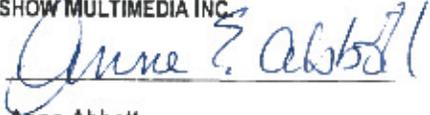
6.16. CONTRACTOR REPORTING REQUIREMENTS. Contractor shall comply with Texas Business and Commerce Code Chapter 110, requiring computer technicians to report images of child pornography.

6.17. EXECUTION SIGNATURES. By the signatures below, each signatory represents and warrants that they have the authority to enter into this Contract on behalf of the respective parties. The parties agree this Contract may be executed in multiple counterparts.

TEXAS DEPARTMENT OF INSURANCE

TRADESHOW MULTIMEDIA INC

By (Signature) 
Name (Printed) Patricia David *D*
Title Deputy Commissioner
Administrative Operations
Date of Execution 8/9/14

By (Signature) 
Name (Printed) Anne Abbott
Title President/Owner
Date of Execution Aug 1, 2016