

Reliabilityweb Speaker Terms and Conditions

Thank you for agreeing to speak at an event organized by NetexpressUSA Inc. d/b/a Reliabilityweb.com on behalf of itself and its affiliates ("Reliabilityweb", "we" or "us"). We are looking forward to having you speak at the event. By agreeing to be a speaker at our event you are also agreeing to the following terms and conditions.

You will retain ownership of the underlying material of your presentation, but you agree that we may film and/or photograph the presentation in any medium and in return for the benefits specified above, you hereby grant to Reliabilityweb a nonexclusive, worldwide, royalty-free, irrevocable, transferable, perpetual license to use, duplicate, market, execute, reproduce, sell, commercialize, display, perform, distribute copies of, and prepare derivative works of those recordings of the presentation and the accompanying materials, including without limitation the slide deck and any other written materials. In no event will Reliabilityweb be precluded from independently creating any ideas, concepts or other intellectual property rights that are similar to the underlying material of the presentation. Unless otherwise agreed by us and you in writing, you agree that your presentation will be delivered in the English language. You hereby grant us the right to use your name and image to promote the event. Each party represents and warrants that: (a) any materials provided hereunder do not infringe the intellectual property rights of any third party; (b) all obligations performed hereunder will be performed in a professional and workmanlike manner; (c) each party will comply with all laws applicable to it in its performance hereunder; and (d) each party has the necessary consents and permissions to provide any information disclosed by it to the other party. Except for the foregoing, each party hereby disclaims all warranties, express and implied, including without limitation any warranty of merchantability, fitness for a particular purpose, title and non-infringement. These terms and conditions constitute the complete understanding of the parties regarding the subject matter hereof. No amendment, modification or waiver of any provision of these terms and conditions shall be effective unless in writing and signed by both parties. If any provision of these terms and conditions is held to be invalid or unenforceable, the remaining portions shall remain in full force and effect and such provision shall be enforced to the maximum extent possible so as to affect the intent of the parties and shall be reformed to the extent necessary to make such provision valid and enforceable. No waiver of rights by either party may be implied from any actions or failures to enforce rights under these terms and conditions. Reliabilityweb will have no liability for any indirect, incidental, exemplary, punitive, or consequential damages arising from the event or these terms and conditions. In no event will Reliabilityweb's total aggregate liability for any damages arising from or in connection with the event and these terms and conditions whether in actions based on contract, tort or any other legal theory, and whether or not Reliabilityweb has been notified of the possibility thereof, exceed five hundred dollars (US\$500). The foregoing limitations, exclusions and disclaimers are an allocation of the risk between the parties and will apply to the maximum extent permitted by applicable law, even if any remedy fails in its essential purpose. Except as otherwise provided herein, each party will be responsible for its expenses in its performance under these terms and conditions. Each party may terminate these terms and conditions upon notice to the other party in the event the other party does not cure a breach of these terms and conditions within thirty (30) days of receipt of notice to do so. Further, Reliabilityweb may terminate your right to speak at the event at any time by giving notice to you. Should Reliabilityweb terminate your right to speak at the event, any discounted or complimentary passes to the event may also be revoked. The laws of the State of Florida will govern these terms and conditions. In the event of a dispute arising out of or related to these terms and conditions, each party will give the other prompt notice of the dispute, and both will meet promptly for good faith discussions to try to resolve the matter. If that fails, such dispute will be resolved by final and binding arbitration before a sole arbitrator, who is an attorney, and will be administered by the American Arbitration Association under its then-current Commercial Arbitration Rules. The decision and award of the arbitrator will be final and binding, and the award rendered may be entered in a court of competent jurisdiction located in Lee County, Florida. The arbitration will be held in Lee County, Florida. The arbitrator must enforce the terms of these terms and conditions and will have no authority to award any damages in conflict with or in excess of the limitations and exclusions set forth in these terms and conditions. All notices must be in writing and shall be effective three (3) days after the date sent to the other party's address given herein.