

ACCESS INTELLIGENCE, LLC SPONSORSHIP TERMS AND CONDITIONS

1. CANCELLATION BY SPONSOR:

(a) After acceptance by Access Intelligence, LLC, Sponsor may cancel or reduce the scope of this Agreement only with the specific written consent of Access Intelligence, LLC. Any requests for cancellations or other modifications of this Agreement, including reductions in Sponsor's sponsorships, must be submitted to Access Intelligence, LLC in writing and will be granted or denied in the sole discretion of Access Intelligence, LLC.

(b) If Access Intelligence, LLC accepts any cancellation or modification of this Agreement, the Sponsor shall be subject to the following cancellation fees, which shall be deemed to be liquidated damages and not a penalty:

- 50% of the specified fee if the cancellation notice is received and accepted by Access Intelligence, LLC six-months prior to the event start date as noted on the contract.
- 100% of the specified fee if the cancellation notice is received and accepted by Access Intelligence, LLC on or after six months prior to event start date as noted on the contract.
- For modifications that constitute less than a complete cancellation, the amount of liquidated damages will be determined by Access Intelligence, LLC, based on a reasonable pro-ration of the foregoing.

(c) Subsequent replacement of the sponsorship cancelled by the Sponsor does not relieve Sponsor of the obligation to pay the cancellation fee.

(d) If the cancellation fee due to Access Intelligence, LLC exceeds the amount previously paid by the Sponsor for the sponsorship, the Sponsor must pay the balance to Access Intelligence, LLC within 30 days of Access Intelligence, LLC's acceptance of the written cancellation/modification request. If the cancellation fee due to Access Intelligence, LLC is less than the amount previously paid by the Sponsor, Access Intelligence, LLC will refund the excess to the Sponsor 30 days following the event.

2. APPROVALS AND DELIVERY:

All materials and primary contact names that are supplied by the Sponsor are subject to approval by Access Intelligence, LLC. To provide for such approval, all such materials must be submitted by the Sponsor to Access Intelligence, LLC no less than 45 days prior to the first day of the event.

If Sponsor is supplying logos and other materials for Access Intelligence, LLC's production, such goods must be received by Access Intelligence, LLC or its designated contractor at the predetermined and agreed date, which is to be no less than 30 days prior to the first day of the event programs. Delays caused by the failure of the Sponsor to provide required materials may cause the omission of the logos or the materials specified in the appropriate sponsorship.

If Sponsor is supplying the finished product, such goods must be received by Access Intelligence, LLC or its specified contractor no less than 14 days prior to the first day of the event's programs.

3. INDEMNITY:

Sponsor agrees to indemnify, defend and save harmless Access Intelligence, LLC, and its officers, employees and agents, from and against any and all liability for the content of Sponsor's advertisements and/or sponsorships purchased hereunder (including text, illustrations, representations, sketches, maps trademarks, labels or other copyrighted material) and for the unauthorized use of any trademarks or copyrighted materials or any person's name or photograph arising from the reproduction and display of the advertisements purchased hereunder.

4. RULES AND REGULATIONS:

Sponsor agrees to abide by all rules and regulations governing the event, which are promulgated by Access Intelligence, LLC and its management. If Sponsor fails to comply with such rules, or with the terms of this Contract, Access Intelligence, LLC may, in its discretion, deny Sponsor the right to proceed with its sponsorship and require Sponsor to forfeit all fees theretofore paid under this Agreement.

5. SAMPLES:

Sponsor agrees to hold Access Intelligence, LLC harmless should the final product differ from the sample shown and Sponsor will not be entitled to any financial or other compensation.

6. CONFLICTING MEETING AND SOCIAL EVENTS:

In the interest of the entire event, Sponsor agrees not to extend invitations, call meetings, or otherwise encourage absence of Show attendees, exhibitors, or invited guests from the educational sessions or Exhibit Hall during the official hours of the sessions or the event.

7. CANCELLATION OR POSTPONEMENT OF SHOW:

In the event that any unforeseen occurrence shall force the movement of dates, location (in person or online) or render the fulfillment of this Agreement impossible or inadvisable by Access Intelligence, LLC, this Agreement shall be transferred to new date or location,

amended or terminated as determined by Access Intelligence, LLC to be appropriate. Sponsor hereby waives any claim against Access Intelligence, LLC for damages or compensation in the event of such amendment or termination. As it determines to be appropriate, Access Intelligence, LLC may return a portion of the amount paid for sponsorship after deduction of any amounts necessary to cover expenses incurred in connection with the event programs. Such expenses shall include, but not be limited to, all expenses incurred by Access Intelligence, LLC as a result of contracts with third parties for services or products incidental to the event programs, including out of pocket expenses incidental to the event programs, and all overhead expenses attributable to the production of the event programs. Access Intelligence, LLC shall not be financially liable in the event the event programs is interrupted, canceled, moved, dates changed or executed in a virtual environment online.

8. SPONSOR DEFAULT:

If Sponsor is in default of any obligation to Access Intelligence, LLC (including specifically failure to pay Access Intelligence, LLC per payment terms outlined in Section 1), Access Intelligence, LLC is not obligated to fulfill terms of Sponsorship and may terminate Sponsor's right under this contract to participate in the event programs. If Access Intelligence, LLC elects to exercise such right of termination, it shall first give Sponsor written notice stating its intent to terminate and the action that Sponsor must take to avoid termination. If Sponsor fails to cure the default within 10 days of the date of notice from Access Intelligence, LLC, Sponsor shall have no further right to participate in the event programs. Access Intelligence, LLC's liability to return any amounts paid by Exhibitor under this contract will be limited as set forth in paragraph 6 above. Furthermore, Access Intelligence, LLC may retain any amount that would otherwise be returned to Exhibitor and apply such retained amount to satisfy the liability to Access Intelligence, LLC for which Exhibitor is in default.

9. MISCELLANEOUS:

(a) Waiver by either party of any term or condition or breach shall not constitute a waiver of any other term or condition or breach of this Agreement. The rights of any party shall not be deemed waived except as specifically stated in writing and signed by an authorized representative of such party. (b) If any provision of this Agreement is held invalid or unenforceable, neither the remaining provisions of this Agreement nor other applications of the provisions involved shall be affected thereby. (c) This Agreement shall be interpreted under the laws of the State of Delaware. The parties agree that any dispute arising under this Agreement will be submitted to the federal or state courts of the State of Delaware. (d) This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof and specifically supersedes all prior agreements or commitments, whether in writing or oral. No amendment or modification to this Agreement shall be valid and binding on the parties unless set forth in writing and signed by both parties.

10. LIABILITY AND INSURANCE:

a) All property of Exhibitor remains under its custody and control in transit to and from the Exhibit Hall, during installation and removal, and while it is within the confines of the Exhibit Hall. Neither Show Management, the service contractors, the management of the Exhibit Hall nor any of the officers, staff members, or directors of any of the same are responsible for the safety of the property of Exhibitor from theft, damage by fire, accident, vandalism or other causes, and Exhibitor expressly waives and releases any claim or demand it may have against any of them by reason of any damage to or loss of any property of Exhibitor, except where the damage or loss is due to the gross negligence or willful misconduct of the persons mentioned above. b) Exhibitor understands that Show Management does not carry business interruption and property damage insurance coverage for loss or damage of Exhibitor's property. Exhibitor agrees to obtain adequate insurance during the dates of the Show including move-in and move-out days, in commercially reasonable amounts and with commercially reasonable deductibles, and shall provide certificates of insurance to Show Management prior to move-in, showing Show Management, General Service Contractor and Venue as additional insureds, and evidencing the following coverages: (1) Commercial general liability insurance coverage (minimum of \$1,000,000 USD), including protective and contractual liability coverage for bodily injury and property damage, (2) employers liability insurance; (3) worker's compensation/occupational disease coverage in full compliance with federal and state laws, (4) comprehensive general liability automobile insurance covering owned, non-owned, and hired vehicles, including loading and unloading hazards. (c) Show Management and Exhibitor agree to waive the right of subrogation by their insurance carriers to recover loss sustained under the respective insurance contracts for real and personal property.

11. ENFORCEMENT OF REGULATIONS:

Show Management has full power to interpret and enforce all of the Rules and the power to make amendments and/or further rules or regulations, orally or in writing, that are considered necessary for the proper conduct of the Show. Such decisions shall be binding on Exhibitor. Failure to comply with these or any other rules or regulations may be sufficient cause for Show Management to require the immediate removal of the exhibit and/or offending Exhibitor at the expense of Exhibitor. In addition, Exhibitor agrees to be bound by the terms of Show Management's agreement with the Exhibit Hall in which the Show is held. Failure to comply with all applicable rules may also result in forfeiture of all fees paid. Show Management may lease any space so forfeited to another exhibitor and retain all revenues collected.