

EXHIBIT SPACE TERMS & CONDITIONS

1. VENDOR INFORMATION:

2. BINDING CONTRACT: The Vendor agrees that upon acceptance of this Application and Contract by NCSI it shall become a legally binding contract enforceable against the Vendor in accordance with its terms and conditions. This contract is binding on the parties and their respective personal representatives, successors and assigns. NCSI may, in its sole discretion, without the written consent of the Vendor, assign its rights and/or liabilities hereunder and in such event NCSI shall provide written notice of the assignment to Vendor. By the below signature, the individual signing this contract represents and warrants that he/she has read each page of this contract and is duly authorized to execute this binding contract on behalf of the Vendor. The Vendor agrees to be bound by the terms. Contract acceptance by NCSI is required.

3. NCSI ACCEPTANCE:

4. EXHIBIT SPACE COSTS: Cost for each 10' by 10' square booth unit includes up to four (4) booth representative badges. Additional booth representative badges may be purchased for \$150 each.

- Vendor 10' x 10' Booth Unit - \$4,400
- Government 10' x 10' Booth Unit - \$2,050
- Enhanced listing w/ company logo for \$750 (a \$1,000 value)

5. CREDIT CARD PAYMENT: Credit cards will be charged beginning on July 1, 2018. All credit card refunds shall be subject to a 3% administrative fee.

6. PURCHASE ORDER:

7. PAYMENT TERMS: The entire fee is due on July 1, 2018 and must be paid in full before move-in / set-up. Make all checks payable to National Conference Services, Inc. and mail with this Application and Contract as follows:

**National Conference Services, Inc.
P.O. Box 64466
Baltimore, MD 21264-4466**

Vendor agrees to pay all fees associated with collection efforts, including, but not limited to, attorney fees of 25% of the amount owed and interest charges at the highest rate allowed by law. NCSI is not responsible for collecting payments from third parties or from outsourced payment processing services or from the Vendor's computerized on-line payment portal. Upon request, NCSI shall provide the Vendor with an invoice for any unpaid fees as a courtesy and not as a term or condition of this contract.

8. CANCELLATION OR DOWNGRADE OF SPACE BY VENDOR: All cancellations and exhibit space downgrades must be in writing and shall become effective when received by NCSI. Both the Vendor and NCSI acknowledge that NCSI will sustain substantial losses if the Vendor cancels or downgrades this contract. Even though NCSI will exercise its best efforts to mitigate the damages associated with the Vendor's cancellation or downgrade, the parties agree that NCSI will nevertheless incur substantial losses that cannot be precisely determined. Accordingly, Vendor agrees to waive all related future claims and to pay to NCSI the following fee as liquidated damages, and not as a penalty:

- Vendor may cancel or downgrade exhibit space without charge and liquidated damages of \$0.00 provided written notice is received by NCSI by June 14, 2018 (i.e. sixty (60) days prior written notice).
- Vendor shall pay a non-refundable fee of 50% of the contracted exhibit space cost for cancelled or downgraded exhibit space when written notice is received by NCSI between June 15, 2018 and June 29, 2018 (i.e. forty-five (45) days prior written notice).
- Vendor shall pay a non-refundable fee of 100% of the contracted exhibit space cost for cancelled or downgraded exhibit space when notice is received by NCSI on or after June 30, 2018 (i.e. forty-four (44) days prior written notice).

Liquidated damages retained and/or collected by NCSI, including credit card payments, shall be considered fully earned by NCSI and non-refundable.

Credits left on account shall remain valid until December 31, 2019 after which shall be considered fully earned by NCSI and non-refundable.

9. TERMINATION BY NCSI: This contract may be terminated by NCSI for failure to make payment(s) when due and/or failure to comply with any of the terms and conditions contained herein. If this contract is terminated by NCSI, Vendor will be notified in writing. Upon such termination, NCSI may, in its sole discretion, assign or reassign exhibit space to any other Vendor.

10. LOCATION CITY AND DATE(S): NCSI and the federal Government, in their sole discretion, shall have the right to change the location city and/or the date(s) of the event. Vendor will be notified in writing of such change and will have fourteen (14) days from the date of notification to cancel participation in the event without penalty. If NCSI is not notified in writing within the fourteen (14) days, this contract will be enforceable as written given the changes in location city and/or date(s) of the event. In all cases liquidated damages and refunds of fees remain subject to SECTION 8.

11. EVENT CANCELLATION AND/OR POSTPONEMENT: NCSI and the federal Government, in their sole individual discretion, reserve the right to cancel or postpone this event or any part thereof, change the event's name, venue and/or event times without any liability for the fulfillment of this contract and all fees paid by Vendor shall, in the sole discretion of NCSI, be either credited to future NCSI events or refunded on a prorated basis less NCSI's direct costs, reasonable overhead expenses, and a 3% administrative fee on all credit card refunds. If the event or any part thereof is canceled or postponed for any reason beyond the control of NCSI such as, but not limited to, cancellation by the federal Government, cancellation by the sponsoring/hosting/co-sponsoring organizations(s), an act of God, terrorism, war, riots, strikes, fire, flood, weather, damage to the venue, or the breach or termination of the venue contract, then NCSI is not obligated to refund any fees. Unused credit left on account shall expire on December 31, 2019 at which time shall be considered fully earned by NCSI and non-refundable.

12. UNAUTHORIZED ACTIVITIES: Unauthorized activities are strictly prohibited. Vendor may not promote, host or participate in any event, conference, meeting, party, reception, hospitality suite, social activity or outdoor/mobile exhibit for and/or with event attendees, whether on-property or off-property, without a properly executed NCSI contract and the express written permission of NCSI and the hosting Government organization. Vendor must provide NCSI, along with this contract, a detailed written description of the proposed activity. Activities must comply with all applicable laws, government regulations, venue rules and NCSI policies. The Vendor agrees to pay NCSI the fee stated in the published rate schedule (or the equivalent thereof) for any unauthorized activities at this event.

13. LIABILITY & INDEMNIFICATION: Vendor is solely responsible for the safety and security of its exhibit, property and personnel. Vendor agrees that NCSI, the hosting organization, co-sponsoring organization(s), the venue, its owner and its management company, and their respective employees and agents are not liable for any theft, damage or loss to or of the Vendor's property or for any injury that may occur to the Vendor, its agents, employees, guests or business invitees. Vendor assumes the entire responsibility and liability for losses, damages, and claims arising out of Vendor's activities in the venue premises or at the event and will indemnify, defend, and hold harmless NCSI, the venue, its owner, and its management company, as well as their respective agents, servants, and employees from any and all claims, demands, judgments, settlements, attorney's fees, or other costs/expenses.

14. TAXES: Vendor shall pay (if any) all taxes, including but not limited to, sales & use taxes, value added taxes (VAT), and all other fees and assessments levied or required to be paid by any foreign government, the United States Government, any state or local government in connection with Vendor's participation in the event. In the event NCSI pays any of the aforementioned items on behalf of the Vendor, either now or in the future, then Vendor agrees to reimburse NCSI within thirty (30) days upon presentation of an invoice.

15. INSURANCE: Vendor must carry property damage insurance for the full replacement value of all its property and general liability insurance of no less than \$1,000,000 (one million dollars). NCSI and the hosting organization shall be named as additional insured's in such policy which must be provided to NCSI no less than thirty (30) days prior to the event upon request. Vendor must carry worker's compensation insurance

coverage in compliance with all laws and regulations covering Vendor's employees.

16. ATTENDANCE: NCSI makes no representations or warranties with respect to the demographic make-up and/or number of attendees at this event. Attendee lists are the sole property of NCSI and will not be made available to Vendors. NCSI will however, upon written request, provide Vendor with attendee counts and a summary of demographic data collected during the registration process.

17. EVENT PROMOTIONS: Event advertising and promotions by the Vendor must be targeted to appropriate government / trade personnel only and not to the general public. Advertising and promotion of the event to the general public (e.g. radio, television, newspaper, etc.) is strictly prohibited unless approved in writing in advance by NCSI. Trade advertising and promotion of the event by the Vendor must include the official event logos, graphical images, event descriptions, hyperlinks and other social media, email marketing, and website tools developed for the event by NCSI and made available to Vendors via download on NCSI's website.

18. LOGOS & TRADEMARKS: Vendor grants NCSI permission, subject to the fee in SECTION 4, to use Vendor's logos and trademarks, in accordance with guidelines and standards to be provided by the Vendor, solely in connection with the advertising, marketing and promotion of this event. Logos and trademarks may appear on the event's website, attendee promotions, printed program, and signage.

19. PRINTED PROGRAM / VENDOR GUIDE PUBLICATION: Vendor shall email its NCSI Sales Representative, within the prescribed deadline(s), the following information for inclusion in the printed Vendor Guide: 1) a brief description (25 words or less) of the Vendor's company, product(s) and/or services(s); 2) company name, address, website and contact information; 3) names, titles, security and contact information for the Vendor's on-site event representatives; 4) company logo (subject to an additional logo placement fee).

20. NO-SHOWS: Any Vendor that fails to erect and staff a display in their assigned space by the designated set up time of the exposition shall be considered a no-show and shall forfeit fees paid. Furthermore, Vendor shall be responsible and liable for all unpaid fees due to NCSI. Upon such no-show, NCSI may use the space for any purpose, including leasing to another Vendor, in NCSI's sole discretion.

21. EXHIBIT SPACE ASSIGNMENTS: Upon acceptance of this contract, NCSI shall assign appropriate exhibit space subject to the requirements dictated by the event's Government sponsor and NCSI policies. Vendors may request specific booth assignment and NCSI will make a reasonable effort to accommodate the request. Refer to www.ncsi.com for the exhibit hall floor plan. NCSI further reserves, in its sole discretion, the right to move or reallocate Vendor's booth space to a new location in the interest of a better showing of the exhibit, for the betterment of the overall exhibit hall or for any other reason deemed necessary by NCSI. All terms of this contract, including the cancellation policy, remain in full effect upon such relocation of Vendor's booth space by NCSI.

22. EXHIBITOR MANUAL: NCSI may distribute to Vendors a hard-copy or electronic version of our Exhibitor's Manual. Alternatively, NCSI may publish an Exhibitor Resources page on the event's website. In either case, all applicable terms, conditions, rules, regulations and policies set forth in the aforementioned documents shall hereby be incorporated herein and made a part hereof. NCSI reserves the right at any time to alter, change or modify any provision of these documents and the Vendor agrees to be bound by such alteration, change or modification.

23. RECEIPT AND REMOVAL OF FREIGHT: Payment in full must be received by NCSI prior to freight move-in and set-up. Only Vendors showing proper exhibit credentials and personal identification will be permitted to move or remove any equipment, merchandise, display or other property in or out of the facility. No exhibit or portion thereof may be removed from the exhibit hall during the event. If Vendor fails to remove all of its property within the allotted move-out time, NCSI reserves the right, at the Vendor's expense, to ship the property through a carrier of NCSI's choosing or to place same in a storage warehouse. NCSI shall not be liable or responsible for any loss or damage to such property. Please refer to the Exhibitor Manual for additional information. All exhibit space must be completely cleaned and cleared by the specified deadline on the final day.

24. EXHIBIT CONSTRUCTION, DECORATION, SIGNS, ETC.: Vendors are solely responsible for the safety and security of their exhibits and property. All booth construction, displays, decorations and signs must conform to

NCSI and venue regulations (upon request, Vendor must provide a written description). NCSI's approval and/or Vendor's compliance with NCSI regulations shall not be construed as an acceptance of or an opinion on the structural safety and/or compliance with laws, regulations, building codes and ordinances in force in the exhibit venue. Vendors may choose any display company provided it meets NCSI requirements for vendor appointed contractors (see SECTION 25). Refer to Exhibitor Manual for additional information.

25. VENDOR APPOINTED CONTRACTOR (EAC) APPROVAL: Under no circumstances shall NCSI be liable or responsible for work promised or performed by an EAC. An EAC (not listed in the Exhibitor Manual) may be used provided NCSI obtains no less than 30 days in advance: 1) Written notification on the Vendor's letterhead of its intent to use the EAC; 2) Written proof of the EAC's worker's compensation, personal property damage and general liability insurance coverage; 3) Signed EAC indemnification statement; 4) Use of the EAC is permitted by venue and union rules. Use of an EAC is subject to EAC's acceptance of NCSI's EAC contract. NCSI may deny access by or use of any EAC if these specific requirements are not met in the sole opinion of NCSI. If a Vendor brings an EAC or other contractor into the exhibit facility, the Vendor is responsible for that contractor's worker's compensation and liability insurance certificates and must send them to NCSI, the exhibit facility, and the general contractor.

26. ELECTRICAL, CLEANING, CATERING SERVICES, ETC.: Electrical, internet, cleaning, catering, rigging, carpeting, furniture, drayage and other services needed by individual Vendors are provided only when the Vendor orders and pays for these services from the exclusive supplier(s) authorized to provide such services listed in the Exhibitor Manual. NCSI shall not be responsible or liable for these services. Vendor must provide electricity surge protection devices for its exhibit booth and equipment.

27. SHARING / RE-SELLING OF EXHIBIT SPACE: Only the company set forth on page one of this contract is the official Vendor. Vendors may not share, re-sell or sublease exhibit space or any portion thereof without the prior written consent of NCSI. Vendor shall not permit non-exhibiting company representatives to operate from its booth.

28. VENDOR BADGES: Vendor personnel must wear a valid badge to enter the exhibit hall. Vendor shall receive up to four (4) vendor representative badges per 10' x 10' booth unit. Additional representative badges may be purchased for the price set forth in SECTION 4 of this contract. All Vendor fees must be paid in full before badges will be issued to booth representatives. Vendor representatives must register as an attendee and purchase a full conference pass in order to attend conference sessions, breakouts, attendee only functions and enjoy access to refreshments intended for attendees.

29. VENDOR PERSONNEL: Vendor personnel must comply with all hosting facility regulations concerning conduct, electronic devices, entry and security. Failure of Vendor personnel to gain and/or qualify for access to a secure Government session or facility does not relieve Vendor of any financial obligation contained herein.

30. DISTRIBUTION OF MATERIALS, PROPERTY AND/OR SERVICES: Vendor may provide, and/or distribute printed materials only within its exhibit space. Distribution of printed materials, handbills, printed invitations, and the posting of signs and posters in common areas is prohibited. Vendor may not distribute tangible property (e.g. gifts, promotional items, samples, refreshments, printing, toys, prizes, etc.) or provide personal services with a value greater than \$20 to any event attendee or participant. Luxury items (e.g. massage stations, shoe shines, alcoholic beverages, cigars, limousines, etc.) may not be served without the prior written approval of NCSI. All aforementioned items must comply with established government ethics regulations. No raffles and/or contests may be conducted without the prior written approval of NCSI, which approval is in the sole discretion of NCSI. Publication bins located at the event are reserved for NCSI approved publications.

31. NO SALES OF PRODUCTS AND/OR SERVICES: The event is for information and demonstration purposes only. The Vendor will not engage in sales transactions and/or solicit or accept orders for products and/or services during the event.

32. NO PRODUCT ENDORSEMENTS: NCSI, the federal government, the sponsoring organization, co-sponsoring organization(s) and the hosting organization do not approve, endorse or recommend the use of any specific commercial product or service. Vendor will not represent, advertise, communicate or imply either verbally or in writing, that its products or services are approved, endorsed, or recommended by NCSI or any of the aforementioned organizations.

33. GOVERNING LAW AND JURISDICTION: This contract shall be governed by and subject to the laws of the State of Maryland and all matters whether sounding in contract or in tort relating to the validity, construction, interpretation and enforcement of this contract shall be heard in the appropriate Court for, at NCSI's option, either Howard County, Maryland or Montgomery County, Maryland, which Court shall have exclusive jurisdiction and venue. Each of the parties hereby waives trial by jury in any action, proceeding or counter-claim arising out of or in any way connected with this contract.

34. FEDERAL GOVERNMENT VENDORS: NCSI offers Government exhibitors GSA Schedule (GS-07F-0444W) discounted pricing. In the event of a conflict between this contract and federal law and/or the Federal Acquisition Regulations (FAR), than the federal law, jurisdiction and/or FAR shall prevail.

35. NOTICES: All notices shall be given in writing and shall be deemed to have been duly given 1) upon receipt, if delivered by hand, recognized overnight courier, facsimile or e-mail; or 2) one (1) day following the date of posting, if mailed postage prepaid by certified or registered mail, return receipt requested.

36. NO WAIVER: No failure on the part of any party at any time to require the performance by any other party of any term of this contract shall be taken or held to be a waiver of such term or in any way affect such party's right to enforce such term, and no waiver on the part of any party of any term of this contract shall be taken or held to be a waiver of any other term hereof or the breach thereof.

37. SEVERABILITY: The invalidity or unenforceability of any particular provision of this contract shall not affect the other provisions, and this contract shall be construed in all respects as if such invalid or unenforceable provision had not been contained herein.

38. VIOLATIONS OF REGULATIONS: NCSI may, in its sole discretion, close the Vendor's exhibit display for failure to make payment prior to move-in and/or failure to comply with any laws, regulations, fire codes, venue rules or show policies. In such event Vendor will not receive or be entitled to a refund of any fee consideration paid or payable to NCSI and NCSI shall not be liable for any damages, consequential or otherwise, or compensation to Vendor of any kind.

39. ENTIRE AGREEMENT: This contract contains the entire agreement between the parties and supersedes all prior negotiations, agreements and understandings with respect to the subject matter hereof. This contract is not subject to or contingent upon the Vendor's purchase order, the Vendor's policies or payment terms, the Vendor's agreement(s) with its subcontractors or representations & certifications (Reps & Certs) or Vendor's supplier related documents of any kind. This contract may only be amended by a written agreement duly executed by the Vendor and a corporate officer of NCSI.

40. NO MODIFICATIONS: To ensure fairness and a level playing field for all vendors and to avoid any appearance of impropriety or the preferential treatment of any commercial vendor, NCSI will not negotiate, change or modify the terms and conditions contained herein.