

## **Rules and Guidelines Text:**

### **Sponsor Rules and Guidelines**

#### **1) ACCEPTANCE BY ORGANIZER.**

Exhibitor's participation in the Event is subject to Organizer's approval. No contract is created until the Application is countersigned by Organizer. Organizer may withdraw its acceptance at any time by refunding the Total Sponsorship Fee paid if Organizer, in its sole discretion, determines that Exhibitor or its product is ineligible. Organizer makes no warranties regarding the number of persons who will attend the Event. Event dates, hours, and venues may be modified by information provided to Exhibitor in writing.

#### **2) ASSIGNMENT AND USE OF SPACE**

A) Benefits and License Grant. Organizer will provide exhibit space (the "Space") at the Event for Exhibitor to display its qualified products and services (the "Sponsorship"). The Total Sponsorship Fee includes use of the Space and any other benefits as specified in the Application or in the Exhibitor Services Manual as amended from time to time (the "Manual"). Exhibitor grants to Organizer the right to use Exhibitor's name, logo, and employees in connection with the promotion and production of the Event.

B) Space Assignment, Use, Installation, Occupancy, and Dismantling. The location and amount of Space provided to Exhibitor will be determined by Organizer. Organizer may reassign the Space or alter Event layout or venue at any time. The space is for Exhibitor's use only, and Exhibitor may not assign or sublease any portion of the Space or Sponsorship (including to an affiliated company) without Organizer's prior written consent. Exhibitor's activities must be confined within the Space, and must be in support of products or services identified in the Application and directly related to Exhibitor's normal business activities. Organizer may refuse permission to exhibit any products or services Organizer deems objectionable or unsuitable for the Event. At the Event, Exhibitor may not exchange goods or money without Organizer's prior written consent and Exhibitor may not assist any other party in soliciting business without Organizer's prior consent.

C) Own Risk. Exhibitor has sole responsibility for any loss of its equipment or proprietary information, or any other loss, including any subrogation claims by its insurer. Persons visiting, viewing, or otherwise participating in Exhibitor's space are deemed the invitees or licensees of Exhibitor and are not the invitees or licensees of Organizer.

D) Third Party Contractors. Organizer may require Exhibitor to use designated third-party contractors to provide certain services ("Required Contractors"), and Exhibitor must then use only the Required Contractors for such services. Notwithstanding such designation, Required Contractors and third-party vendors listed in the Manual act solely as independent contractors, and Organizer is not responsible for their performance, acts, or omissions.

E) Other Events and Marketing. Exhibitor agrees that it may not use any Organizer event to leverage or promote any other event in which Exhibitor is a sponsor or participant, and therefore agrees that it may not, during the period from two days before until two days after the Event conduct, promote, endorse, or sponsor any functions, classes, seminars, exhibits, or similar marketing activities within 50 miles of any event similar to the Event that is the subject of this agreement, other than Exhibitor's participation in the Event under this Agreement. During the Event, Exhibitor may not promote its products or organization within 500 yards of any Event locations, except (i) in advertising contained in periodicals or similar regularly published media, or (ii) as permitted by this Agreement or by Organizer in writing.

F) Other Event Payments. Organizer may apply any payments made by Exhibitor under this Agreement to any obligation that is past due under any other event-related agreement between Exhibitor and Organizer, in which case Organizer will notify Exhibitor of such application.

#### **3) COMPLIANCE WITH LAWS AND RULES**

A) Laws and Rules. Exhibitor must comply with all applicable laws, regulations, and ordinances in connection with its participation in the Event, including, but not limited to, rules of the venue and any relevant labor union, construction of the Exhibit in compliance with the Americans With Disabilities Act or its local equivalent, and the terms, conditions, and rules issued by Organizer from time to time in connection with the Event.

B) Third Party Proprietary Rights. Exhibitor will not violate any proprietary rights of third parties in connection with its participation in the Event, including but not limited to the performance, distribution, or posting of copyrighted material without a license, assignment, or other legally effective permission.

C) Taxes and Licenses. Exhibitor is solely responsible for obtaining any licenses and permits, and payments of all taxes (including sales and use taxes), license fees, or other charges applicable to its participation in the Event, including taxes collected by Organizer.

#### **4) CANCELLATION OR TERMINATION**

A) Cancellation. Organizer may cancel all or any part of the Event for any reason beyond its reasonable control, including but not limited to natural or public disaster, wartime, act of God, venue construction, insufficient participation, market fluctuations, government regulation, or similar reasons, in which case Organizer will refund to Exhibitor any space fees already paid to Organizer that have not yet been expended on behalf of Exhibitor, after which Exhibitor will have no further recourse against Organizer. B) Termination. Organizer may take possession of the Space and terminate Exhibitor's participation in the Event upon Exhibitor's failure to meet any obligations under the Agreement, including but not limited to Exhibitor's failure to pay for the Space or related services, set up its Exhibit, maintain all exhibited products in good working order, or staff the Space fully, in a timely manner, or violated Organizer's standards of conduct (including, but not limited to, engaging in violent, illegal, threatening, or discriminatory conduct). All payments to Organizer are deemed fully earned and non-refundable when due. The amounts due from Exhibitor under this Agreement as of the effective date of any termination belong to Organizer and represent an agreed measure of compensation, and are not to be deemed or construed as a forfeiture or penalty.

#### **5) ORGANIZER MATERIALS.**

The Manual and any other methodologies and planning materials distributed to Exhibitor related to the planning or execution of the Event ("Organizer Materials") are owned exclusively by and are confidential information of Organizer. Organizer grants to Exhibitor a nontransferable, nonexclusive license, on an "AS IS" basis to use such Organizer Materials solely in connection with Exhibitor's participation in the Event. Exhibitor is responsible for obtaining the Manual from Organizer. Upon completion of the Event or earlier termination of this Agreement, Exhibitor promptly must return the Organizer Materials to Organizer upon Organizer's written request. Exhibitor may use, but may not sell, lists of Event exhibitors or attendees without Organizer's prior written permission.

#### **6) LIMITATION OF LIABILITY; INDEMNITY**

A) Under no circumstances will Organizer (Deltek, Inc.) or any of their affiliated entities and individuals, or the venue (the "Event Providers") be liable for lost profits or other indirect, incidental, consequential, punitive, or exemplary damages for any of their acts of omissions in connection with the Event, whether or not such Event Provider has been apprised of the possibility of such damages or lost profits. In no event will Organizer's or Deltek's liability hereunder, or otherwise in connection with the Event, exceed the amount actually paid to Organizer by Exhibitor for the Space. Neither Organizer nor any Event Provider is liable for any errors in any listing or descriptions or for omitting Exhibitor from the Event show guide or other materials. B) None of the Event Providers is liable to Exhibitor for any damage, loss, harm, or injury to the person, property, or business of Exhibitor, or any of its visitors, officers, agents, employees, or other representatives, resulting from theft, fire, earthquake, water, unavailability of the venue or intermediate staging facilities, insufficient participation, accident, or any other reason in connection with the Event or any planning meetings, demonstrations, or stagings, except to the extent such liability arises directly from the willful misconduct of the Event Providers against whom liability is sought to be assessed. C) Exhibitor agrees to defend, indemnify, and hold harmless the Event Providers and those lawfully in the venue from and against any claim, loss, liability, or damage suffered due to (i) Exhibitor's construction or maintenance of an unsafe Exhibit, and/or (ii) the negligence or misconduct of Exhibitor or its agents or Exhibitor's breach of any commitment made hereunder. Exhibitor must maintain proper insurance coverage for its property and liability, and Exhibitor represents and warrants that it has obtained adequate insurance of at least \$1 million to cover its potential liability hereunder. Exhibitor agrees to furnish Organizer an insurance certificate reasonably acceptable to Organizer, which names Organizer (Deltek, Inc.) as an insured under the contract of insurance. If Exhibitor fails to provide Organizer with proof of its having obtained insurance coverage for Organizer within 30 days after execution of the sponsorship agreement, Organizer, in its sole discretion, may terminate this Agreement with Exhibitor. In such a circumstance, the Total Sponsorship Fee shall not be refunded.

#### **7) RELEASE.**

Exhibitor acknowledges that the Event may be recorded or reproduced, and Exhibitor authorizes Organizer and its designees to record, transcribe, modify, reproduce, perform, display, and distribute in any form and for any purposes any such recording of the Event, and agrees to execute any additional release presented by Organizer, its licensees, or permittees, in connection with such activity. Exhibitor

hereby releases Organizer and its designees from and waives all claims it or its employees or agents may possess, now or in the future, in connection with such activities, and Exhibitor specifically waives any statutory restriction on waivers of future claims or moral rights.

**8) ARBITRATION AGREEMENT.**

Exhibitor agrees that any legal or equitable action against Organizer arising out of or relating to this Agreement shall be settled by binding arbitration administered by the American Arbitration Association ("AAA") in accordance with its Commercial Arbitration Rules and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Any activities or disputes arising out of or related to the Event, Exhibitor's sponsorship, or any arbitration shall be governed by the laws of the Commonwealth of Virginia, exclusive of its choice of law rules. The prevailing party in the arbitration shall be entitled to all reasonable attorney fees and costs. The parties shall be entitled to conduct discovery, provided that the arbitrator(s) must authorize all such discovery in advance based on findings that the material sought is relevant to the issues in dispute and that the nature and scope of such discovery is reasonable under the circumstances. At the request of either party, the arbitrator(s) shall have the discretion to order examination by deposition of witnesses to the extent the arbitrator deems such additional discovery relevant and appropriate. Depositions shall be limited to a maximum of three per party and shall be held within 30 days of the making of a request. Each deposition shall be limited to a maximum of six hours duration. All discovery shall be completed within 45 days following the appointment of the arbitrator(s). Exhibitor consents to the exclusive jurisdiction of the Commonwealth of Virginia to enforce any arbitration award resulting from any action arising out of this Agreement or the Event before an AAA arbitrator.

**9) MISCELLANEOUS.**

This Agreement will constitute the entire agreement between Exhibitor and Organizer concerning its subject matter, and may only be modified in a writing signed by both parties. Organizer's rights under this Agreement are not deemed waived except as specifically stated in writing and signed by an authorized representative of Organizer. If any term of this Agreement is declared invalid or unenforceable, the remainder continues in full force and effect. Organizer may assign this Agreement or its rights or responsibilities hereunder to any other party. Exhibitor may not assign this Agreement to any other party, including a successor in interest, in the event of a merger or sale of assets, without the prior written consent of Organizer, in which circumstance Exhibitor must guarantee performance of the assigned obligations. This Agreement is binding upon the heirs, successors, and permitted assigns of Exhibitor.