

APPLICATION AND CONTRACT TERMS AND CONDITIONS—(American Evaluation Association, Eval20 Reimagined: A Virtual Experience)

This Application and Contract to participate in Eval20 Reimagined: A Virtual Experience (herein known as “Show”) scheduled to occur over October 27 – 30, 2020 (herein known as “Show Dates”) shall become effective when it has been submitted by the exhibiting company and accepted by the American Evaluation Association (herein known as AEA). The individual signing this Application and Contract represents and warrants that they are duly authorized to execute this binding Application and Contract on behalf of the exhibiting company. By signing below, the exhibiting company agrees to be bound by the terms and conditions below. The exhibiting company agrees that upon acceptance of this Application and Contract by American Evaluation Association (AEA), with or without appropriate payment of the exhibition fee and further action by the exhibiting company, this Application and Contract, together with the terms and conditions below, (collectively “this Contract”) shall become a legally binding contract between American Evaluation Association (AEA) and exhibiting/sponsoring company (herein known as “Exhibitor”).

As used herein, “booth,” “space,” “floor plan,” and “show floor” are all in reference to a virtual exhibit floor and trade show.

1. ELIGIBILITY CRITERIA FOR EXHIBITORS (Including Products Eligible for Exhibit)

AEA welcomes exhibits and/or sponsorships from companies and organizations that are aligned with AEA’s mission, vision, and values. Sponsoring companies and organizations might be categorized into at least one of the following: Publishers featuring evaluation titles, Universities with evaluation programs, Consulting firms/Individuals in the evaluation field, Software companies with products related/beneficial to evaluators, Foundations, non-profits, or grant making organizations.

AEA cannot accept exhibits and/or sponsorships from the following: Political organizations, and/or Organizations with proclaimed interests or principles that run counter to AEA’s values.

2. VIRTUAL BOOTH DESCRIPTION & COST

American Evaluation Association (AEA)

- Basic Showcase Package - \$400
 - Company listing under Virtual Exhibitors
 - Company profile with logo and description
 - Company url and social media listings
 - Access to who’s viewed your listing and the ability to message them within Pathable!
- Tier 2 Showcase Package - \$600
 - All offerings of the Basic Showcase Package plus:
 - Access to the Virtual Exhibit Booth where attendees can enter a face to face video chat with your team directly
 - Lead retrieval system where Virtual attendees can reach out within Pathable and request more information from you directly
- Tier 3 Showcase Package - \$800
 - All offerings available in the Basic and Tier 2 Packages plus:
 - Ability to schedule 15 minute 1 on 1 meetings with attendees
 - Host videos and other digital collateral right from your virtual booth

3. EXHIBITOR LISTING

Exhibitors will be listed alphabetically on the website and virtual exhibit platform.

AEA reserves the right to change Show hours or dates, to rearrange the virtual floor plan, and/or to relocate any Exhibitor as it deems necessary at any time.

4. PAYMENTS, CANCELLATIONS & REFUNDS

Applications and Contracts must be accompanied by a Fifty percent (50%) deposit of the total space rental charge. This amount will be invoiced via email 3-5 business days after application/contract submission. The remaining balance must be paid on or before October 13, 2020.

Applications and Contracts will not be processed, nor space assigned without the required payments. Credit card payments can be made online using American Express, MasterCard, or Visa. Make all checks payable to American Evaluation Association and remit to the following address:

P.O. Box 423391
Washington, DC 20042-3391

5. CANCELLATION OF FULL OR PARTIAL SPACE BY EXHIBITOR

Cancellation of exhibit space must be directed via email to exhibits@eval.org, provided that the cancelling Exhibitor obtains confirmation of AEA's receipt of the email on or before the cancellation deadline.

For cancellations of space received between the initial contract date and October 9, 2020, Exhibitor is responsible for, and AEA retains, 50 percent of the total space rental charge as a cancellation fee.

Full payment is required and no refunds whatsoever will be made on cancellations or reductions of space after October 9, 2020. Should an Exhibitor cancel even partial space after October 9, 2020, the Exhibitor is responsible for the full space rental charge for the originally contracted exhibit space.

Notwithstanding the foregoing, Exhibitor will have no right to cancel subsequent to AEA cancellation pursuant to Section 6.

6. CANCELLATION OR CHANGES TO SHOW BY AMERICAN EVALUATION ASSOCIATION (AEA)

If for any reason beyond American Evaluation Association (AEA)'s control AEA determines that the Show must be cancelled, shortened, delayed, dates changed, or otherwise altered or changed, Exhibitor understands and agrees that AEA shall not refund the fees paid to it by Exhibitor and that all losses and damages that it may suffer as a consequence thereof are its responsibility and not that of AEA or its directors, officers, employees, agents or subcontractors. Exhibitor understands that it may lose all monies it has paid to AEA for space in the Show, as well as other costs and expenses it has incurred, including travel to the Show, setup, lodging, decorator freight, employee wages, etc.

Exhibitor, as a condition of being permitted by AEA to be an Exhibitor in the Show, agrees to indemnify, defend and hold harmless AEA, its directors, officers employees, agents and subcontractors from any and all loss which Exhibitor may suffer as a result of Show cancellation, duration, delay or other alterations or changes caused in whole, or in part, by any reason outside AEA's control. The terms of this provision shall survive the termination or expiration of this Contract.

7. ELIGIBILITY TO EXHIBIT

An Exhibitor's eligibility to exhibit in the Show must remain in effect from the time of submission of the Application and Contract to the time of the Show and should American Evaluation Association (AEA) determine that an Exhibitor which it had previously determined was eligible to exhibit at the Show is no longer eligible to do so AEA may notify the Exhibitor and may terminate the Application and Contract without liability upon written notice to Exhibitor.

8. SUBLETTING OF EXHIBIT SPACE PROHIBITED

Exhibitors are prohibited from assigning or subletting a booth or any part of the space allotted to them nor shall they exhibit or permit to be exhibited in their space any products or advertising materials which are not a part of their own regular products, or which are not compatible with the purpose and/or character of The Show as determined by AEA in its sole discretion.

9. PROMOTIONAL ACTIVITIES

Further, Exhibitors shall not engage in any promotional activities which American Evaluation Association (AEA) determines to be outside the purpose and/or character of The Show as determined by AEA in its sole discretion.

10. INTELLECTUAL PROPERTY MATTERS

The Exhibitor represents and warrants to American Evaluation Association (AEA) that no materials used in or in connection with their exhibit infringe the trademarks, copyrights (including, without limitation, copyrights in music and other materials used or broadcast by Exhibitor) or other intellectual property rights of any third party. The Exhibitor agrees to immediately notify AEA of any information of which the Exhibitor becomes aware regarding actual or alleged infringement of any third

party's trademarks, copyrights or other intellectual property rights. The Exhibitor agrees to indemnify, defend and hold AEA, its officers, directors, employees, agents, successors and assigns harmless from and against all losses, damages and costs (including attorney's fees) arising out of or related to claims of infringement by Exhibitor, its employees, agents, or contractors of the trademarks, copyrights and other intellectual property rights of any third party.

Notwithstanding the foregoing, AEA, its officers, directors, employees, agents, and each of them, shall not be liable for and expressly disclaims all liability for infringement or alleged infringement of the trademarks, copyrights or other intellectual property of any third party arising out of the actions of any Exhibitors. The terms of this provision shall survive the termination or expiration of this Contract.

11. USE OF AMERICAN EVALUATION ASSOCIATION (AEA) NAME

American Evaluation Association (AEA), The Show and The Show logo are registered trademarks owned by the AEA. Participation by an Exhibitor in the Show does not entitle the Exhibitor to use such names or logos, except that the Exhibitor may reference The Show and use The Show logo with reference to the Exhibitor's participation as an Exhibitor at Eval20 Reimagined. Participation in the Show does not imply endorsement or approval by AEA of any product, service or participant and none shall be claimed by any participant.

12. SHOW HOURS

Tuesday, October 27	1:00pm – 2:00pm	Dedicated Exhibitor Hours, be prepared to staff your virtual booth (if securing this option)
Wednesday, October 28	11:30am – 12:00pm	Scheduled break but not dedicated to exhibits. Attendees may still enter your virtual booth
	2:00pm – 3:00pm	Dedicated Exhibitor Hours, be prepared to staff your virtual booth
Thursday, October 29	10:00am – 10:30am	Dedicated Exhibitor Hours, be prepared to staff your virtual booth
	11:30am – 12:00pm & 2:00pm – 2:30pm	Scheduled break but not dedicated to exhibits.
Friday, October 30	11:00am – 12:00pm	Dedicated Exhibitor Hours, be prepared to staff your virtual booth
	1:00pm – 1:30pm	Scheduled break but not dedicated to exhibits.

*These hours are subject to change per finalization of education schedule. All times are Eastern Time.

13. REGISTRATION

Exhibitors are provided two (2) complimentary Exhibitor registrations per Showcase package purchased.

14. INDEMNIFICATION

Exhibitor agrees that it will indemnify, defend and hold Show Management, American Evaluation Association (AEA), their respective officers, directors, employees, agents and each of them, harmless from and against a) the performance or breach of this Contract by Exhibitor, its employees, agents or contractors; b) the failure by Exhibitor, its employees, agents or contractors to comply with applicable laws, regulations and ordinances; and c) the act, omission, negligence, gross negligence, or willful misconduct of Exhibitor, its employees, agents, contractors, licensees, guests, or invitees. This indemnification of Show Management by Exhibitor is effective unless such injury was caused by the sole gross negligence or willful misconduct of Show Management. Exhibitor agrees that if Show Management or AEA is made a party to any litigation commenced by or against Exhibitor, or relating to this Contract or the premises leased hereunder, then EXHIBITOR WILL PAY ALL COSTS AND EXPENSES, including attorneys' fees, INCURRED BY OR IMPOSED UPON SHOW MANAGEMENT OR American Evaluation Association (AEA) BY REASON OF SUCH LITIGATION. THE TERMS OF THIS PROVISION SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THIS CONTRACT.

15. USE OF VIRTUAL SPACE — GENERAL

- (a) Exhibitors are prohibited from possessing, displaying or depicting any products or components or company names in their booth that could be interpreted as being a promotion or comparison (features, benefits, price) of another company.
- (b) Any special promotions music must be cleared with American Evaluation Association (AEA). AEA reserves the right to designate specific days and hours during which special promotions may be conducted, if they are permitted at all.
- (c) American Evaluation Association (AEA) allows drawings, games of chance and raffles at the Show, subject to the prior written approval of AEA. Exhibitors must abide by all Washington, DC statutes and regulations regarding drawings, games of chance and raffles.
- (d) All booth personnel visible on the virtual platform must be properly and modestly clothed.
- (e) The Exhibitor acknowledges and agrees that the American Evaluation Association (AEA), its employees and contractors may take video/screenshots of the Show, which could include images of the Exhibitor's booth, its name and logo, its representatives and its virtual exhibit while attending the show. The Exhibitor hereby consents to and grants to the AEA and its affiliates, the unrestricted, perpetual, worldwide, royalty-free and transferable right and license to use (and grant others the right to use) the images worldwide without any compensation. The Exhibitor acknowledges that AEA is the sole and exclusive owner of all rights in the images and hereby waives (a) any and all rights in and to such images, and (b) any and all claims the Exhibitor and its representatives may have relating to or arising from the images or their use.
- (f) Music used in the booth or at any of Exhibitor's function held in conjunction with the American Evaluation Association (AEA) Show is subject to applicable copyright and licensing fees charged by ASCAP and/or BMI. It is the sole responsibility of the Exhibitor to pay applicable fees.
- (g) In order to ensure the success of the Show and avoid dilution of benefits extended to all partners, Exhibitor may not extend invitations, call meetings or otherwise encourage absence of other exhibitors/sponsors attendees from any program or other component of the Show during the official hours of the Show or any function sponsored in connect with the show by American Evaluation Association (AEA) without prior notice to and approval by AEA.

16. ATTENDEE LISTS

Attendee lists from the Show are distributed only to paid exhibiting companies, other official partners and attendees. Attendee lists are only available to those of a specified sponsorship level or to those who have purchased the mailing list directly from AEA. Please note that no other individual or organization are authorized to market or to sell attendee lists of AEA. Such lists shall only be used for mailings of promotional material relating to Exhibitor's booth at the Show and shall not be reproduced, transferred or used in any other manner. In using such lists for mailings, Exhibitors must ensure compliance with all country, state and local laws and regulations including, but not limited to, the European Union's General Data Protection Regulations (GDPR and the California Consumer Privacy Act (CCPA)). The Exhibitor shall indemnify, hold AEA, its directors, officers, employees, agents or subcontractors harmless from the performance or breach of this provision by Exhibitor, its employees, agents or contractors. The terms of this provision shall survive the termination or expiration of this Contract.

17. WARRANTIES

American Evaluation Association (AEA) makes no warranties, either express or implied, as to the availability or suitability of the technology platforms used for the Show and virtual exhibit floor.

18. AMENDMENTS/ INTERPRETATION

American Evaluation Association (AEA) reserves the right to amend and enforce this Contract. Written notice of any amendments shall be given to each affected Exhibitor. Each Exhibitor, for itself, its agents and employees, agrees to abide by this Contract set forth therein, or by any subsequent amendments. AEA reserves the sole right to interpret this Contract. All interpretations are final and are not subject to review or to appeal. Exhibitors which, in the sole interpretation of AEA

shall be subject to disciplinary action up to and including ejection from the Show and refusal to participate in any future events or shows of AEA.

19. ENFORCEMENT/ MISCELLANEOUS

This Contract is governed by Washington, DC law and the Exhibitor consents to the exclusive jurisdiction of the State and Federal courts seated in the District of Columbia, with respect to any action arising out of this Contract or American Evaluation Association (AEA). The parties explicitly acknowledge and agree that the provisions of this Contract are both reasonable and enforceable. However, the provisions of this Contract are severable and, as such, the invalidity of any one or more provisions shall not affect or limit the enforceability of the remaining provisions. Should any provision be held unenforceable for any reason, then such provision shall be enforced to the maximum extent permitted by law.

This Contract will be binding on the Exhibitor's heirs, successors and assigns.

20. LIMITATION OF LIABILITY

IN NO EVENT SHALL THE FACILITY, THE SHOW, AMERICAN EVALUATION ASSOCIATION (AEA) , THEIR OWNERS, MANAGERS, OFFICERS OR DIRECTORS, AGENTS, EMPLOYEES, INDEPENDENT CONTRACTORS, SUBSIDIARIES AND AFFILIATES (COLLECTIVELY "American Evaluation Association (AEA) PARTIES") BE LIABLE TO THE EXHIBITOR OR ANY THIRD PARTY HIRED BY OR OTHERWISE ENGAGED BY THE EXHIBITOR FOR ANY LOST PROFITS OR ANY OTHER INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING ATTORNEY'S FEES AND COSTS, ARISING OUT OF THIS APPLICATION AND CONTRACT OR CONNECTED IN ANY WAY WITH USE OF OR INABILITY TO USE THE SERVICES OUTLINED IN THIS APPLICATION AND CONTRACT OR FOR ANY CLAIM BY EXHIBITOR, EVEN IF ANY OF THE American Evaluation Association (AEA) PARTIES HAVE BEEN ADVISED, ARE ON NOTICE, AND/OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF SUCH DAMAGES. EXHIBITOR AGREES THAT American Evaluation Association (AEA) PARTIES' SOLE AND MAXIMUM LIABILITY TO EXHIBITOR, REGARDLESS OF THE CIRCUMSTANCES, SHALL BE THE REFUND OF THE EXHIBIT BOOTH FEE. EXHIBITOR AGREES TO INDEMNIFY AND DEFEND THE American Evaluation Association (AEA) PARTIES FROM ANY CLAIMS BROUGHT BY A THIRD PARTY HIRED BY, OR ENGAGED BY THE EXHIBITOR FOR ANY AMOUNT BEYOND THE EXHIBIT BOOTH FEE. FURTHER, EXHIBITOR AGREES TO PAY ALL ATTORNEY'S FEES AND COSTS INCURRED BY American Evaluation Association (AEA) PARTIES ARISING OUT OF, OR IN ANY WAY RELATED TO, THIS CONTRACT. EXHIBITOR SHALL BE SOLEY RESPONSIBLE FOR ITS ATTORNEY'S FEES AND COSTS.