

## ITC 2020 EXHIBITOR APPLICATION/CONTRACT

INSTRUCTIONS: Complete all sections. Obtain authorized signature. Application/contract will be confirmed in writing.

1. COMPANY INFORMATION	
Please type company and exhibitor name as it should be published.	
Company Name:	
Street Address:	
City/State/Postal/Country:	
Website URL:	

2. CONTACT INFORMATION	
Individual to receive all information.	
Name:	
Title:	
Phone:	
Email:	
<input type="checkbox"/> We would like to be contacted regarding promotional opportunities.	

3. EXHIBITOR PACKAGE	
<input type="checkbox"/> Esteemed Exhibitor — \$11,600	
<input type="checkbox"/> Featured Exhibitor — \$5,800	
<input type="checkbox"/> Exhibitor — \$2,900	
<b>TOTAL Exhibitor Package Fee = \$</b>	

4. SUPPORTER/EXHIBITOR PACKAGES	
<input type="checkbox"/> Diamond — \$10,000	
<input type="checkbox"/> Platinum — \$7,500	
<input type="checkbox"/> Gold — \$2,500	
<b>TOTAL Supporter/Exhibitor Items Fee = \$</b>	

5. PAYMENT INFORMATION	
Exhibitor Packages	= \$
Supporter/Exhibitor Packages	= \$
<b>TOTAL</b>	= \$
Note: Supporter/Exhibitor balance is due upon receipt of invoice.	
Payments can be made via bank transfer, check, or credit card.	

6. AUTHORIZED SIGNATURE	
This Application shall not be confirmed unless and until it is accepted and approved in writing by the IEEE Computer Society. The undersigned has read the Contract Terms (on next page), and agrees to all provisions contained therein. This is a binding and legal document.	
Name (Print):	
Title:	
Signature:	
Date (mm/dd/yyyy):	

**SUBMIT APPLICATION TO:**  
**Regan Pickett**  
**IEEE Computer Society, Business Development,**  
**Exhibits & Sponsorships**  
 Email: r.pickett@computer.org  
 Phone: +1 714-822-8022 · Fax: +1 714-821-4010  
 QW 2020 c/o IEEE Computer Society.  
 10662 Los Vaqueros Circle  
 Los Alamitos, CA 90720-1314, USA

## ITC 2020 EXHIBIT & SUPPORTER/EXHIBITOR CONTRACT TERMS

These rules and regulations are a bona fide part of the contract for ITC 2020. The word "Forum" as used herein shall mean the ITC 2020 and the Institute of Electrical and Electronics Engineering (IEEE). The word "Management" as used herein shall mean the representatives acting for it in the management of the Event. "Supporter/Exhibitor" refers to the company submitting this application/contract and recipient of supporter benefits.

**1. Limited License**  
 IEEE hereby grants to the Supporter/Exhibitor a non-exclusive, non-transferable and royalty-free license to use its name and logo solely for the specific use detailed herein. The Supporter/Exhibitor hereby grants to IEEE a non-exclusive, non-transferable and royalty-free license to use its name and logo solely for the specific use detailed herein. Each Party agrees and warrants that it will not use or exploit the other Party's name or logo in any manner that is deceptive or misleading or that reflects unfavorably upon the good name, goodwill, reputation or image of the other Party or in a manner that is contrary to applicable laws.

**2. Payment Terms**  
 Total due upon signing.

**3. Visual Identity**  
 All IEEE-branded, end-user facing materials for IEEE publications, products, services, conferences, and the like must adhere to the guidelines established by IEEE.

**4. Data Protection**  
 In the event Supporter/Exhibitor processes any personal data on behalf of IEEE in connection with the performance of this Agreement it shall process such personal data in accordance with all applicable laws including, but not limited to, the General Data Protection Regulation (GDPR). Supporter/Exhibitor shall protect any personal data in accordance with prevailing industry standards, but in no case, should such protection consist of less than reasonable care.

**5. Supporter's Withdrawal**  
 No refunds will be issued for withdrawal notices received on or after 17 August 2020. Withdrawal notice does not eliminate financial liability when withdrawing. Failure to appear at the Event does not release Supporter from responsibility for payment.

**6. Indemnification**  
 Each Party agrees to indemnify, defend and hold harmless the other, its parents, subsidiaries, affiliates and its and their officers, agents and employees from and against any and all claims, damages, liabilities, losses and/or expenses (including attorneys' fees and costs and any claim or threatened claim of third parties) incurred by the indemnified Party (collectively, "Losses") that arise from any: (a) alleged or actual infringement or misappropriation of any copyright, patent, trademark, trade secret or other right based upon the services or deliverables provided by indemnifying Party pursuant to this Agreement; (b) gross negligence or willful misconduct of indemnifying Party; (c) indemnifying Party's failure to perform fully its obligations herein in a timely manner; or (d) breach of any of indemnifying Party's representations and warranties herein. This provision shall also apply to any and all subcontractors employed by either Party. The terms of this provision shall survive the termination or expiration of this Agreement.

**7. Limitation on Liability**  
 IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOST BUSINESS, LOSS OF DATA OR COST OF SUBSTITUTE SERVICES) ARISING OUT OF OR IN CONNECTION WITH ANY AGREEMENT BETWEEN THE PARTIES, OR THE SERVICES PERFORMED THEREUNDER UNDER ANY THEORY OF LIABILITY (WHETHER IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE), EVEN IF THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. except for indemnification,

EITHER PARTY SHALL ONLY BE LIABLE TO THE OTHER UNDER ANY THEORY OF LIABILITY (WHETHER IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE) FOR ANY DIRECT DAMAGES IN AMOUNT EQUAL TO (A) ACTUAL DAMAGES OR (B) THE SUPPORTER/EXHIBITOR AMOUNT, WHICHEVER IS LESS.

**8. Insurance**  
 For the term of the Agreement, both Parties shall secure and maintain, at their own expense, all insurance necessary to fulfill their respective obligations under this Agreement. Such insurance shall be written by an insurance carrier rated "A" or better by A.M. Best. IEEE has the right, but not the obligation, to request evidence of such insurance.

**9. Non-Discrimination**  
 The Supporter/Exhibitor acknowledges that IEEE's reputation and good will require that all persons associated with IEEE undertake the highest degree of legal and ethical conduct and that, among other things, any actual or perceived discrimination, harassment or bullying against any person is expressly prohibited. Supporter/Exhibitor agrees that in the performance of its duties under this Agreement, Supporter/Exhibitor shall maintain an environment free of discrimination, including harassment, bullying, or retaliation. IEEE hereby provides notice of its compliance with FAR 52-222-26, 41 C.F.R. 60-1.4, 41 C.F.R. 60-250.5 and 41 C.F.R. 60-741.5, which are incorporated by reference.

**10. Compliance with Laws**  
 Supporter/Exhibitor represents and warrants that it shall comply with all laws and regulations that apply to its obligations and duties under this Agreement.

**11. Confidentiality and Ownership of Information and Other Assets**  
 Neither Party shall disclose to a third party Confidential Information of the other Party. The receiving Party shall use the same degree of care as it uses to protect the confidentiality of its own confidential information of like nature, but no less than a reasonable degree of care, to maintain in confidence the Confidential Information of the disclosing Party. "Confidential Information" as used in this Agreement means information identified by either Party as "Confidential" and/or "Proprietary," or information that, under the circumstances, ought reasonably be treated as confidential and/or proprietary.

**12. Force Majeure**  
 The performance of this Agreement is subject to acts of God, government authority, riots, epidemics, unusually severe weather, fire, floods, war, terrorism, embargoes, labor disputes or strikes, or other cause beyond the Parties' control, which make it inadvisable, commercially impracticable, illegal or impossible to perform as originally contracted under this Agreement. It is provided that this Agreement may be terminated for any one or more of such reasons by written notice from one Party to the other without liability.

**13. Miscellaneous**  
 This Agreement shall be governed by the laws of the State of New York. This Agreement contains the entire agreement between the parties and supersedes all prior and contemporaneous agreements, arrangements, negotiations and understandings between the parties relating to the subject matter hereof. There are no other understandings, statements, or promises of inducement, oral or otherwise, contrary to the terms of this Agreement. The failure of either Party to require strict performance by the other Party of any provision hereof shall not affect the full right to require such performance at any time thereafter, nor shall the waiver by either Party of a breach of any provision hereof be taken or held to be a waiver of the provision itself. This Agreement shall be binding upon, and inure to the benefit of, IEEE and its successors and assigns. The Supporter/Exhibitor may not assign any of its rights or obligations hereunder without the prior written consent of IEEE.

This Agreement shall not be valid until approved and executed by authorized representatives of both Parties.

