

September 26 - 29, 2021

SHERATON SAN DIEGO HOTEL & MARINA SAN DIEGO, CA

# SPONSOR & EXHIBITOR PROSPECTUS



## YOU ARE INVITED!

content of the premier conference focused on the business management of the surgical suite. In its ninth year, the **OR Business Management Conference** is designed to inform OR directors and business managers about improved processes, new technologies, best practices for staffing, and ways to optimize efficiencies in surgical services. Hundreds of healthcare professionals attend because they are seeking the latest in perioperative products and services to streamline, improve, and solve everyday challenges they face.

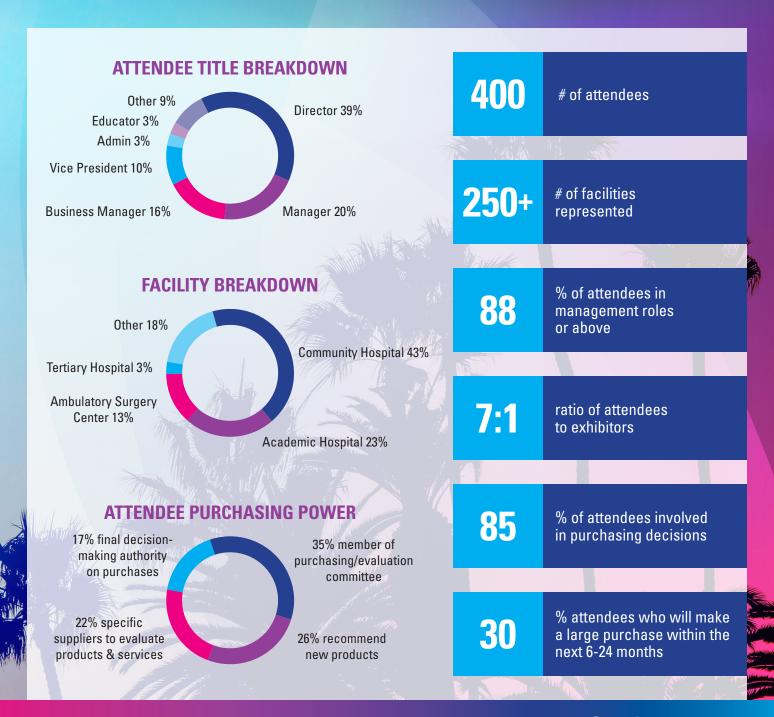
### Agenda tracks include:

- Finance & Data Analytics
- Leadership/Operations
- PerformanceImprovement & Quality
- Supply Management
- Technology

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## TARGET BUSINESS MANAGERS OF THE OPERATING ROOM



### Here's what past attendees have to say about this Conference:

The wealth of knowledge from peers willing to share ideas and successes to achieve exceptional patient outcomes while still being good financial stewards is priceless!

What I like most about this conference is that I can save time by seeing the latest technology in one place.

The dynamic presentations combined with informative and motivating content truly set the stage for an enjoyable, productive and beneficial experience.

## THE IT LIST

Attendees represent many facilities across the United States and internationally.

Here's a sampling of who you can expect to meet!

TITLE	COMPANY	TITLE	COMPANY
Business Manager	Adventist Healthcare Shady Grove Medical Center	Materials Manager	North Pointe Surgery Center
Periop Business Manager/SPD Manager	Advocate Sherman Hospital	Founder & President	NorthStar Anesthesia
Manager of Central Sterile	Altru Hospital	Director Surgical Services	Novant Health Presbyterian Medical Center
Manager Perioperative Business Operations	Ascension	Perioperative Informatics Specialist	NYU Langone Health
Surgical Services Manager	Aspirus Langlade Hospital	Assistant Nurse Manager	Orlando Health
Business Operations Manager	Aurora BayCare Medical Center	Surgery Assistant Manager	Orlando Health Dr. P. Phillips Hospital
Perioperative Business Manager	Baltimore Washington Medical Center	Vice President of Patient Care Services	Phoebe Putney Health System
Director, Surgical Services	BE Smith	Director of General Surgery	Pinnacle Health System
VP, Operations	Beaumont Hospital, Trenton	Director Perioperative Services	Presence Mercy Medical Center
Operations Manager, Operating Room	Berkshire Medical Center	RN	Press Ganey Corporation, Inc
Perioperative Business Manager	Cambridge Health Alliance	Business Manager	PRO Sports Club — Medical Center
Executive Director Surgical Service	Catholic Medical Center	RN Manager Surgical & Interventional Business	Providence Holy Cross Medical Center
Surgical Services Business Manager	Children's Hospital of WI	Ops Business Manager	Regions Hospital
Perioperative Business and Systems Administrator	City of Hope	SVP-Periop/Emergency SGRV	RWJ Barnabas Health
Director, Surgical Supply and Infrastructure	Cleveland Clinic		Salem Health
Director of Outpatient Services	Columbus Community Hospital	Vice President, Surgical Services	SCL Health Systems/Good Samaritan Medical Center
Perioperative Materials Manager	Cone Health	Business Manager Perioperative Services  Director Perioperative Services	South Nassau Communities Hospital
Vice President	Confluence Health	Director Peri-Operative Services	South Nassau Communities Hospital  Southeast Alabama Medical Center
Surgical Services Division Director	Cullman Regional	Director of Purchasing	Springhill Medical Center
ADAS, Office of Logistics & Supply Chain Mgmt	Department of Veterans Affairs	Perioperative Services Manager	St. Charles Health System Redmond Campus
Surgical Director	Dignity Health Sierra Nevada	Surgical Services Business Manager	St. John Medical Center
Business Intelligence Analyst	Flagstaff Medical Center	Program Director, Perioperative Services	St. Michael's Hospital
Manager of Surgery Services	Froedtert & MCW Community Memorial	Project Engineer	St. Onge Company
Associate Medical Director-Surgical Services	Gillette Children's Specialty Healthcare	Executive Director for Interventional Services	Stanford Health Care ValleyCare
Financial Operations Consultant	Gundersen Health Systems	Director-Perioperative and Bariatric Services	Sutter Santa Rosa Regional Hospital
Manager, Operating Room and GI Lab	Hendrick Medical Center	IT Director	Tangent Computer Inc
Director OR	Hill Country Memorial Hospital	OR Clinical Coordinator	The Children's Hospital of San Antonio
Day Surgery/ PAT Manager	Houston Methodist	Assistant Director, Periop & Supply Chain	
Surgical Services Business Manager	Intermountain Healthcare	Informatics	The University of Kansas Health System
Business Operations Manager Perioperative Services	John Muir Health	Director of Surgical Services	Tuba City Regional Health Care Corporation
Preoperative Services Business Manager	Kaiser Permanente	Director Periop Business & Resources	UAB Hospital
Director, Clinical Planning & Facilities		Perioperative Services Director	UCSF Benioff Children's Hospital Oakland
Management	Kaiser Permanente, South Bay	Director of Surgical Services Resources	UNC Rex
Manager, Operating Room	Little Company of Mary Hospital	Manager Operating Room/Scheduling Office	UnityPoint Health St. Luke's Cedar Rapids
Director of Nursing	Lydon B Johnson General Hospital	Manager, Preadmission, DSU, POCU, PACU	University Health Network, Toronto Western Hospital
Perioperative Business Manager	Maricopa Integrated Health System	Clinical Nurse Specialist/Nurse Educator	University of California in San Diego
Director of Perioperative Services	Marina Del Rey Hospital	Director of Perioperative Operations	University of Chicago Medicine
Sr. Manager, Perioperative Business Services	Massachusetts General Hospital	Executive Director	University of New Mexico Hospital
Clinical Coordinator/Board Runner	Maury Regional Medical Center	Surgical/Anesthesia Services Business Manager	UPMC
Anesthesia Operations Consultant	MedAmerica	Nurse Practitioner	UPMC/Pinnacle
Manager	Mercyhelath Hospital and Medical Center Walworth	Director of Operations	UVA Medical Center
OR Manager	Metro Health: University of Michigan Health	OR Director Perioperative Services	Vanderbilt Medical Center
Perioperative Business Manager	Mon Health Medical Center	Executive Director	Veterans Affairs
Clinical Nursing Director, Perioperative Services	Montefiore Medical Center	Assistant Vice President Patient Care	Virtua
Business Manager Surgical Services	Munson Medical Center	OR Director/ Nurse Manager	Vitenas Cosmetic Surgery
Associate Chief Nurse	MUSC	Nurse Manager	Washington Hospital Healthcare System

WiseOR.com

Vice President — Client Services

Physician Advisor



\$20,000

#### **RECOGNITION:**

- Monday, September 27 Luncheon Sponsor
- Opening remarks and literature drop
- · Complete session attendee leads
- Four complimentary registrations
- Complimentary tabletop exhibit (includes one 6' table and chairs)
- Your company will be identified as a Platinum Sponsor on prominent signage throughout the Conference
- One pre-and post-show email blast to Conference attendees

#### **PRINT & ELECTRONIC PROMOTION:**

- Platinum Sponsor recognition in the program guide
- One full page ad in the program guide
- Company logo and description on the Conference website

#### **ADD-ON PRESENTATION OPPORTUNITY:**

\$5,000

- Select the topic and speaker of your choice for the Monday Luncheon presentation (sponsoring company provides speaker and presentation materials) — requires approval of Conference Management
- Sponsoring company will work with OR Business Management Conference Program Manager to facilitate
  the presentation, invite speakers, etc.



#### **PLATINUM SPONSORSHIP**

\$20,000

Tuesday, September 28 "Best in OR Business Award" Luncheon

#### **RECOGNITION:**

- Tuesday, September 28 Luncheon Sponsor
- Opening remarks and literature drop
- Complete session attendee leads
- · Four complimentary registrations
- Complimentary tabletop exhibit (includes one 6' table and chairs)
- Your company will be identified as a Platinum Sponsor on prominent signage throughout the Conference
- One pre-and post-show email blast to Conference attendees

#### **PRINT & ELECTRONIC PROMOTION:**

- Platinum Sponsor recognition in the program guide
- One full page ad in the program guide
- Company logo and description on the Conference website

#### **ADD-ON PRESENTATION OPPORTUNITY:**

\$5,000

- Select the topic and speaker of your choice for the Tuesday Luncheon presentation (sponsoring company provides speaker and presentation materials) — requires approval of Conference Management
- Sponsoring company will work with OR Business Management Conference Program Manager to facilitate the presentation, invite speakers, etc.

#### PLATINUM SPONSORSHIP

\$20,000

Wedneday, September 29 Breakfast Presentation

#### **RECOGNITION:**

- Wednesday, September 29 Breakfast Presentation Sponsor
- Opening remarks and literature drop
- · Complete session attendee leads
- Four complimentary registrations
- Complimentary tabletop exhibit (includes one 6' table and chairs)
- Your company will be identified as a Platinum Sponsor on prominent signage throughout the Conference
- One pre-and post-show email blast to Conference attendees

#### **PRINT & ELECTRONIC PROMOTION:**

- Platinum Sponsor recognition in the program guide
- · One full page ad in the program guide
- Company logo and description on the Conference website

#### **ADD-ON PRESENTATION OPPORTUNITY:**

\$5,000

- Select the topic and speaker of your choice for the Wednesday Breakfast Presentation (sponsoring company provides speaker and presentation materials) — requires approval of Conference Management
- Sponsoring company will work with OR Business Management Conference Program Manager to facilitate the presentation, invite speakers, etc

#### **GOLD HEADSHOT STATION SPONSORSHIP**

\$12,500

#### **RECOGNITION:**

- Includes sponsorship of a branded headshot station during networking time in the Exhibit Hall
- Three complimentary registrations
- Complimentary tabletop exhibit (includes one 6' table and chairs)
- Your company will be identified as a Gold Sponsor on prominent signage throughout the conference
- One pre-event or post-show email blast to registered attendees

#### PRINT & ELECTRONIC PROMOTION:

- Gold Sponsor recognition in the program guide
- One half page ad in the program guide
- Company logo and description on the Conference website



#### **GOLD DIGITAL SPONSORSHIP**

\$12,500

#### **RECOGNITION:**

- Includes sponsorship of the Mobile App and Wi-Fi onsite
- Three complimentary registrations
- Complimentary tabletop exhibit (includes one 6' table and chairs)
- Your company will be identified as a Gold Sponsor on prominent signage throughout the Conference
- One pre-event or post-show email blast to Conference attendees

#### PRINT & ELECTRONIC PROMOTION:

- Gold Sponsor recognition in the program guide
- One half page ad in the program guide
- Company logo and description on the Conference website

#### ADD-ON OPPORTUNITY:

\$2,500

Work with Conference team to create lead generation form for WiFi access

#### SILVER NETWORKING BREAKFAST SPONSORSHIP

\$10,500

(3 Available)

#### **RECOGNITION:**

- Includes sponsorship of a Networking Breakfast (3 dates/times available)
- Giveaway of Sponsor's choice (must be approved by Conference team)
- Three complimentary registrations
- Complimentary tabletop exhibit (includes one 6' table and chairs)
- Your company will be identified as a Silver Sponsor on prominent signage throughout the conference
- One pre-event email blast to registered attendees

#### PRINT & ELECTRONIC PROMOTION:

- · Silver Sponsor recognition in the program guide
- One half page ad in the program guide
- Company logo and description on the Conference website



#### SILVER HOTEL KEYCARD SPONSORSHIP

\$8,500

#### **RECOGNITION:**

- Includes sponsorship of a branded hotel keycard distributed to all attendees
- Three complimentary registrations
- Complimentary tabletop exhibit (includes one 6' table and chairs)
- Your company will be identified as a Silver Sponsor on prominent signage throughout the conference
- · One pre-event email blast to registered attendees

#### **PRINT & ELECTRONIC PROMOTION:**

- Silver Sponsor recognition in the program guide
- One half page ad in the program guide
- Company logo and description on the Conference website

#### **BRONZE REGISTRATION SPONSORSHIP**

\$7,500

#### **RECOGNITION:**

- Company logo on registration signage
- Company logo printed on all lanyards and badges
- · Company logo on all registrant confirmation emails
- Branded signage at registration, welcoming attendees
- Two complimentary registrations
- Complimentary tabletop exhibit (includes one 6' table and chairs)
- Your company will be identified as a Bronze Sponsor on prominent signage throughout the Conference

#### PRINT & ELECTRONIC PROMOTION:

- · Bronze Sponsor recognition in the program guide
- One quarter page ad in the program guide
- · Company logo and description on the Conference website

#### **ADD-ON OPPORTUNITY:**

\$2,500

 Champagne at Registration! Welcome attendees with champagne and your branded materials during exclusive registration hours. This includes an additional tabletop at registration during key hours for your branded materials.

#### **BRONZE NETWORKING COFFEE BREAK SPONSORSHIP**

\$7,500

(4 Available)

#### **RECOGNITION:**

- Sponsorship of one Networking Coffee Break (4 dates/times available)
- Two complimentary registrations
- One complimentary tabletop exhibit (includes one 6' table and chairs)
- Your company will be identified as a Bronze sponsor on prominent signage throughout the conference

#### **PRINT & ELECTRONIC PROMOTION:**

- Bronze recognition in the program guide
- One guarter page ad in the program guide
- Company logo and description on the Conference website

#### **BRONZE TRACK SESSION SPONSORSHIP**

\$7,500

(5 Available)

#### **RECOGNITION:**

- Sponsorship of one of the five tracks (first come, first served) throughout the conference
- Sponsor logo on welcome slide during breakout sessions in your specific sponsored track
- · Signage outside the sponsored track room
- Two complimentary registrations
- One complimentary tabletop exhibit (includes one 6' table and chairs)
- Your company will be identified as a Bronze sponsor on prominent signage throughout the conference

#### **PRINT & ELECTRONIC PROMOTION:**

- Bronze recognition in the program guide
- One quarter page ad in the program guide
- · Company logo and description on the Conference website

#### **TABLETOP EXHIBITOR**

\$4,450

- One tabletop exhibit (includes one 6' table and chairs)
- One complimentary registration
- Your company will be identified as an Exhibitor on prominent signage throughout the conference
- · Exhibitor recognition in the program guide
- Logo listed on the Conference website
- · Discounted registration code to share with clients

#### CO-SPONSORSHIP | PRE-CONFERENCE WORKSHOP

\$5,000

(5 sponsorships available)

Align your brand with the highly-attended Pre-conference Workshop scheduled for Sunday, September 26. This workshop provides hundreds of attendees with an additional opportunity for education and to earn continuing education credits. You'll receive:

- Complimentary registration to attend the Workshop
- One tabletop in the workshop room with literature
- Company logo on signage and materials at the workshop
- Workshop attendee contact information

#### **CO-SPONSORSHIP | WELCOME RECEPTION**

\$7,500 / \$5,000\*

\*with existing package

(5 sponsorships available)

Kick off the conference in San Diego, CA by co-sponsoring the Welcome Reception on September 27. This is the perfect opportunity to make a meaningful connection with all attendees! You'll receive:

- One complimentary registration to the Conference
- Branding through napkins and signage throughout the Reception space
- Company logo on signage
- · Option to place literature/giveaways on a tabletop in the Reception space

#### HOTEL ROOM DROP

\$4,500

Go beyond traditional marketing by distributing your conference materials or a giveaway directly to attendee hotel rooms for a valuable connection.

#### SESSION LITERATURE DROP

\$2,000

Align your brand with content of your choosing with a breakout session literature drop. This includes distribution of one piece of company literature on each seat during the chosen breakout session.

#### PRE- OR POST-CONFERENCE EMAIL BLAST

\$2,000

Send out a targeted marketing email message to pre-registered attendees before the Conference or a follow up message to all attendees following the Conference!

\$1,200 **BAG INSERT** 

Promote your organization's products and services with an insert in the official OR Business Management Conference bag, which is provided to all attendees at registration. This is a great opportunity to drive traffic to your booth!

#### AD IN THE PROGRAM GUIDE

\$1,750 FULL PAGE / \$875 HALF PAGE

(Limited Availability)

Upgrade your package to include a full page ad or half page ad in the onsite program guide! This is every attendee's go-to-resource onsite. Jam packed with important session information, networking times, company descriptions, and more, this guide is referenced many times throughout the Conference.

#### **MAILING LIST RENTAL**

\$1,000

(Limited Availability)

Add-on a post-show mailing list rental to your sponsorship package to connect with attendees following the conference via mail. Please note that this opportunity is only available to secured sponsors and exhibitors.

#### MOBILE APP ALERT

\$400

(Limited Availability)

Communicate directly with attendees onsite through a mobile app alert. Encourage attendees to visit your tabletop to win a free prize, or tell them more about what you can do for them!

The intimate format of this Conference allows for all sponsors and exhibitors to attend sessions and connect with attendees throughout the program. There are also dedicated networking hours where attendees have ample time (where no sessions are scheduled) to visit with all exhibitors and sponsors. 7:30 a.m. – 8:00 a.m.

Networking Breakfast in Exhibit Foyer

10:00 a.m. – 10:30 a.m.

Morning Networking Break

12:15 p.m. – 12:45 p.m. Dessert Networking Break with Exhibitors

1:45 p.m. – 2:00 p.m. Afternoon Coffee Break

3:00 p.m. – 4:00 p.m.

Networking Event in the Exhibit Hall 5:00 p.m. – 6:30 p.m. Welcome Reception

7:30 a.m. – 8:00 a.m. Networking Breakfast in Exhibit Foyer 10:00 a.m. - 10:30 a.m.

Morning Networking Break

12:15 p.m. – 12:45 p.m. Dessert Networking Break with Exhibitors

3:00 p.m. - 3:30 p.m. Afternoon Networking Break

6:00 p.m. - 8:00 p.m. **Evening Activity** 



#### **SPONSOR & EXHIBITOR CONTRACT**

September 26 - 29, 2021

SHERATON SAN DIEGO HOTEL & MARINA | SAN DIEGO, CA

#### **SPONSORSHIP CONTACT**

Nancy lannotta
Sales Representative

Access Intelligence (AI) 761 Main Avenue, 2nd Floor Norwalk, CT 06851

Ph: 203-899-8429 Fax: 203-286-1996

Email: niannotta@accessintel.com

#### 1. CONTACT INFORMATION (will receive all correspondence about the show)

Name	WALL 100	<u> </u>
Title		<u> </u>
		"
Address		
City	State/Province	Zip/Postal Code
Country		
		Fax
Email	Website	

#### 1. SPONSORSHIP LEVEL ☐ Gold Headshot Station Sponsor \$12,500 ☐ Silver Network Breakfast Sponsor \$10,500 ■ Bronze Registration Sponsor \$7,500 ☐ Champagne Add-On \$2,500 ☐ Bronze Networking Coffee Break Sponsorship \$7,500 ☐ Bronze Track Session Sponsorship \$7,500 ☐ Tabletop Exhibitor \$4,450 2. ADDITIONAL SPONSORSHIP OPTIONS ☐ Pre-Conference Workshop Sponsor \$5,000 ■ Welcome Reception Sponsor \$7,500 / \$5,000 ☐ Hotel Room Drop \$4,500 ☐ Session Literature Drop \$2,000 ☐ Pre- or Post-Show Email Blast \$2,000 ☐ Ad in the Program Guide \$1,750 / \$875 ■ Bag Insert \$1,200

3. NOTES		
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#### **4. PAYMENT TERMS**

☐ Mailing List Rental

☐ Mobile App Alert

In consideration of company's participation as a sponsor, the participating sponsor shall pay to Access Intelligence, LLC the total sponsorship fee, which shall be payable (a) at 50% at contract signing and (b) the balance on or before March 26, 2021. For contacts received on or after March 26, 2021, and to the first day of the event, 100% of the fee will be due with the contract.

All fees are deemed fully earned by Access Intelligence, LLC and non-refundable when due unless Access Intelligence, LLC denies this application, in which case fees already paid will be refunded.

#### **5. SPONSOR SIGNATURE**

Sponsor expressly represents and warrants to Access Intelligence, LLC that it has the authority to enter into this Agreement and that the person signing this Agreement is authorized by the company to execute this Agreement and bind the company to the terms set forth herein and on the reverse side of this Agreement.

Sponsor has executed this Agreement as of:

Date:	
Sponsor Company:	
Print Name:	
Authorized Signature:	

#### **6. PAYMENT INFORMATION**

Total Due \$		
☐ Please Invoice		
☐ Payment by Credit Card:☐ Visa☐ MasterCard	□ American Express □ Discover	
Card Number		
Expiration Date	CVV #	
Signature		
Print Name on Card		

#### 7. ACCEPTANCE

\$1,000 \$400

FOR A LAW HAR DISCOUNTY	
FOR Access Intelligence, LLC USE ONLY:	
Accepted By:	
Date:	Booth #:
Cost: \$	

Product Supplied By:\_

Access Intelligence, LLC reserves the right to accept or reject this Agreement in its discretion.

If this Agreement is accepted, Access Intelligence, LLC will invoice the exhibitor for fees due hereunder. The sending of such invoice will constitute evidence of acceptance, so that this will become a contract binding both exhibitor and Access Intelligence, LLC

#### **ACCESS INTELLIGENCE, LLC SPONSORSHIPTERMS & 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:

- 0% of the specified fee if the cancellation notice is received and accepted by Access Intelligence, LLC six-month's 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 it's 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 mater) 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 fess 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.

#### **ACCESS INTELLIGENCE, LLC EXHIBITOR TERMS & CONDITIONS**

- **1. AGREEMENT:** By signing the Contract for Exhibit Space, Exhibitor agrees to abide by these Rules and Regulations and all amendments thereto and the decisions of Show Management. For purposes of this Agreement, (i) the term "Event" shall mean the conference, trade show, in person promotion or online event outlined in first page of this document, (ii) the term "Show Management" shall mean Access Intelligence, LLC (AI) and its respective agents, (iii) the term "Exhibit Hall" shall mean the venue hosting the Event, online platform hosting a digital version or any other exhibit hall designated by Show Management in the future, (iv) the term "Exhibitor" shall mean the company that has submitted this Contract, and (v) the term "Rules" shall mean these Rules and Regulations.
- 2. UNDESIRABLE ACTIVITIES: Exhibitor agrees that its exhibit shall be admitted into the Show and shall remain from day to day solely on strict compliance with all the rules herein described. Show Management reserves the right to reject, eject, or prohibit any exhibit in whole or in part after Show Management's good faith determination is communicated to Exhibitor that the exhibit or Exhibitor is not in accord with the Contract or the Rules.
- **3. BOOTH ASSIGNMENTS:** Space assignments will be made only after receipt from Exhibitor of this Contract and applicable booth fees. After assignment, space location may not be changed, transferred, or canceled by Exhibitor except upon written request and with the subsequent written approval of Show Management. Notwithstanding the above, Show Management reserves the right to change location assignments at any time, as it may, in its sole discretion, deem necessary.
- **4. BOOTH REPRESENTATIVES:** Booth representation is limited to Exhibitor. Exhibitor shall not permit in its booth a non-exhibiting company representative. Exhibitor shall staff its booth during all open show hours. Booth Representatives shall at all times wear or be able to show badge identification approved by Show Management. Show Management may limit the number of booth personnel at any time.
- **5. LISTINGS AND PROMOTIONAL MATERIALS:** By participating in the Event, Exhibitor grants to Event a fully-paid, perpetual non-exclusive license to use, display and reproduce the name, trade names and product names of Exhibitor in any Event directory (print, online or other media) listing the Exhibiting companies at the Event and to use such names in Event promotional materials. Show Management shall not be liable for any errors in listings or descriptions or for omissions. Exhibitor's booth, exhibited items and personnel at the Event may be included in Event photographs and used for Event promotional purpose.
- **6. USE OF DISPLAY SPACE**: a) Restrictions on Space Rental: Without the express written permission of Show Management, Exhibitor may not (i) sublet, subdivide or assign its space, or any part thereof, (ii) purchase multiple booths for the purpose of subletting or assigning to third parties, or (iii) permit in its booth any non-exhibiting company representative. Only companies or individuals that have contracted directly with Show Management shall be listed in the Show Directory or allowed on the Show floor as an exhibitor. Only one company name per booth will be listed on any booth sign. No signs or advertising devices shall be displayed outside the exhibit space other than those furnished by Show Management. Failure to comply with this provision may be sufficient cause for Show Management to require the immediate removal of the exhibit and/or the offending Exhibitor, at the expense of Exhibitor. Failure to comply may also result in forfeiture of all fees paid. In addition, all booths must be fully carpeted and no exhibit shall be built to exceed height limitations set in the exhibitor manual. An exhibit that exceeds the height limitations will have to be altered to conform to the requirements, at Exhibitor's expense.
- **7. INSTALLATION AND REMOVAL:** Show Management has full discretion and authority over the placement, arrangement, and appearance of items which Exhibitor displays. Installation of all exhibits must be fully completed at least one (1) hour prior to the opening time of the Show. If Exhibitor does not meet this deadline, Exhibitor will not be allowed to set up until two (2) hours prior to the next day's Show hours. Any space not claimed by 5 PM, the day before the Exhibit Hall opens may be resold or reassigned by Show Management, without refund. All exhibit and booth materials must be removed by 5 PM, on last day of Exhibit Hall hours. Show Management reserves the absolute right to inspect any items removed from the exhibit.

- **8. EARLY REMOVAL OF EXHIBITS NOT ALLOWED:** a) No exhibit shall be packed, removed, or dismantled prior to the closing of the Show. If Exhibitor acts in breach of this provision, it shall pay as compensation for the distraction to the Show's appearance, an amount equal to one-third of the total space charge for Exhibitor's allocated area, in addition to all sums otherwise due under this Agreement. b) For security reasons, any equipment removed from the Exhibit Hall prior to the official closing of the Show shall require a special pass issued by Show Management.
- 9. PROHIBITED ACTIVITIES: a) No cooking may take place in Exhibitor's space. b) All demonstrations, sales activities, and distribution of circulars and promotional material must be confined to the limits of Exhibitor's booth. Exhibitor must not place equipment for display or demonstration in such manner as to cause observers to gather in the aisles. All equipment for display or demonstration must be placed within the assigned booth to attract observers into the booth. c) Exchange of money or consummating the sale of goods or services on the Exhibit Hall floor is prohibited. Orders may be taken for future delivery only. d) Exhibits which include the operation of musical instruments, radios, sound motion picture equipment, public address systems, or any noise-making machines must be operated so that the noise resulting there from will not annoy or disturb adjacent exhibitors or their patrons. e) Exhibitor is prohibited from displaying any devices or objects in the booth that exceed the length of the back wall without prior written approval from Show Management and the Exhibit Hall. f) Animals and pets are not permitted in the Exhibit Hall except in conjunction with an approved exhibit, display or performance legitimately requiring use of animals. Guide dogs are permitted. g) Exhibitor is not allowed to conduct any activities that could be considered an illegal lottery under the State laws where the event is to be held. h) Electrical equipment that is not UL approved may not be used in the Exhibit Hall. No wiring, installation of spotlights or other electrical work shall be done except by the electrical contractor authorized by Show Management or the Exhibit Hall.
- **10. UNION LABOR:** Where required, Exhibitor hereby agrees to use qualified union labor at all times while in the Exhibit Hall and abide by all agreements made between the Exhibit Hall, the unions, and Show Management.
- **11. RIGHT OF ENTRY AND INSPECTION:** Show Management, in its absolute discretion, shall have the right at any time to enter the leased area occupied by Exhibitor or otherwise inspect Exhibitor's material.
- **12. BOOTH MAINTENANCE:** Exhibitor is required to maintain the daily cleanliness and disinfecting of its booth. Cleaning of booths shall take place at times other than Show hours. Show Management will be responsible only for the cleaning and disinfecting of aisle space and public areas.
- **13. CARE OF BUILDING AND EQUIPMENT:** Exhibitor and its agents shall not injure or deface any part of the Exhibit Hall, the booths or booth contents or Show equipment and decor. If Exhibitor causes any such damage, Exhibitor shall be liable to the owner of the property so damaged.
- **14. CANCELLATION BY EXHIBITOR:** Exhibitor specifically recognizes and acknowledges that Show Management will sustain certain losses if Exhibitor cancels its exhibit space after it has been assigned and confirmed by the Show Management. Due to the difficulty, if not impossibility of determining and proving said losses, Exhibitor agrees to pay the following amounts as liquidated damages, and not as a penalty, if Exhibitor cancels all or part of its exhibit space on or within the time periods specified below:

#### TIME PERIOD LIQUIDATED DAMAGES

6 months or more prior to event start date as noted on contract 50% of rental fees

Within 6 months of event start date as noted on contract 100% of rental fees

Upon receipt of written notice of cancellation by Exhibitor, Show Management has the right to resell the space and retain all revenue collected. Any such re-sale shall not reduce the amount ofliquidated damages to be paid by Exhibitor.

**15. CANCELLATION OF EVENT:** If for any reason beyond Show Management's control (e.g., fire, casualty, flood, epidemic, earthquake, explosion, accident, blockage, embargo, inclement weather, governmental restraints, act of public enemy, riot or civil disturbance, impairment or lack of adequate transportation, inability to secure sufficient labor, technical or other personnel, municipal, state or federal laws, or act of God), the

#### **ACCESS INTELLIGENCE, LLC EXHIBITOR TERMS & CONDITIONS**

Event, or any part thereof, is prevented from being held, interrupted or the Facility becomes unavailable, unfit for occupancy or substantially interfered with, Show Management may postpone as described in Section 16 or cancel the Event. If a cancellation occurs of such event (not a Postponement), Show Management shall not be responsible for delays, damage, loss, increased costs, or other unfavorable conditions arising by virtue thereof, and Exhibitor waives claims for damage arising there from. Upon a cancellation, Show Management may credit or refund to Exhibitor no more than a prorated amount of Exhibitor's total cost of participation paid after deducting all expenses and reasonable compensation to Event. In no case, shall the amount of any credit or refund exceed Exhibitor's total cost of participation actually paid.

- **16. POSTPONEMENT OF EVENT:** If for any reason the location (in person or online) or dates of the Event should be changed, no refund will be due to Exhibitor. Show Management will re-assign exhibit booth space to Exhibitor, and Exhibitor agrees to use exhibit booth space under the terms of this contract. Show Management shall not be financially liable or otherwise obligated in the event that the Event is relocated, postponed or executed in a virtual environment online.
- 17. EXHIBITOR DEFAULT: If Exhibitor is in default of any obligation to AI (including specifically failure to pay AI within 30 days of invoice), AI may terminate Exhibitor's right under this contract to participate in the Show. If AI elects to exercise such right of termination, it shall first give Exhibitor written notice stating its intent to terminate and the action that Exhibitor must take to avoid termination. If Exhibitor fails to cure the default within 10 days of the date of notice from AI, Exhibitor shall have no further right to participate in the Show. Al's liability to return any amounts paid by Exhibitor under this contract will be limited as set forth in paragraph 14 above. Furthermore, AI may retain any amount that would otherwise be returned by Exhibitor and apply such retained amount to satisfy the liability to AI for which Exhibitor is in default.
- 18. EXHIBITS AND PUBLIC POLICY: Exhibitor is charged with knowledge of all Federal, State and local laws, ordinances and regulations pertaining to health, fire prevention and public safety, while participating in this Show. Compliance with such laws is mandatory for Exhibitor, and the sole responsibility is that of Exhibitor. Show Management and service contractors have no responsibility pertaining to the compliance with laws as to public policy as far as individual Exhibitor's space, materials and operation is concerned. Exhibitors with guestions regarding such laws, ordinances, and regulations should contact Show Management. All booth decorations including carpet must be flame-proofed, and all hangings must clear the floor. Electrical wiring must conform with National Electric Code Safety Rules and the electrical code in host city and state. If inspection indicates that Exhibitor has neglected to comply with these regulations, or otherwise incurs fire hazard, the right is reserved to remove all or such part of his exhibit as may be in violation, at Exhibitor's expense. If unusual equipment or machinery is to be installed, or if appliances that might come under fire code are to be used, Exhibitor should contact the Show Management for information concerning facilities or regulations. City and state fire regulations must be complied with. Use of hazardous materials, such as open flame or liquid propane gas, must be approved by the local Fire Department.
- **19. ERRORS AND OMISSIONS:** Show Management assumes no responsibility or liability for any of the services performed or materials delivered by official Show contractors or other suppliers to the Show, their personnel, or their agents. Any controversies which may arise between Exhibitor and official contractors or union representatives, or personnel of either, on the Show premises shall be referred to Show Management for resolution, and Show Management's decision shall be final and binding.
- **20. SECURITY:** Show Management shall provide guard service throughout the hours of set-up, Show hours, before and after Show hours, and during dismantling period. This security is to prevent unauthorized entry into the Show halls. A badge must be worn at all times. Show Management reserves the absolute right to inspect any items removed from the exhibit area.
- **21. 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 be prepared to furnish certificates of insurance to Show Management if requested evidencing the following coverages: (1) Commercial general liability insurance coverage, 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, nonowned, 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.
- 22. 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.
- 23. COPYRIGHTED MATERIALS: Exhibitor shall not violate any copyrights with respect to writings, music or other material used by it at the Event or at any affiliated function, and assumes sole liability and responsibility for the use and display of all copyrighted materials at the Event, and shall obtain any and all necessary licenses therefore.
- **24. CONFLICTING MEETING AND SOCIAL EVENTS:** In the interest of the entire Show, Exhibitor 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 Show.
- **25. ADA COMPLIANCE:** Exhibitor represents and warrants that: a) its exhibit will be accessible to the full extent required by law, (b) its exhibit will comply with the American with Disabilities Act (ADA) and with any regulations implemented under the ADA, and (c) it shall indemnify and hold harmless and defend Show Management from and against any and all claims and expenses, including reasonable attorneys' fees and litigation expenses, that may be incurred by or asserted against Show Management because of the Exhibitor's breach of this paragraph or non-compliance with any of the provisions of the ADA.
- **26. WAIVER:** 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 Contract. The rights of Show Management shall not be deemed waived except as specifically stated in writing and signed by an authorized representative of Show Management.
- **27. SEVERABILITY:** If any provision of this Contract is held invalid or unenforceable, neither the remaining provisions of this Contract nor other applications of the provisions involved shall be affected thereby.
- **28. GOVERNING LAW:** This Contract shall be interpreted under the laws of the State of Delaware. The parties agree that any dispute arising under this Contract will be submitted to the federal or state courts of the State of Delaware.
- **29. ENTIRE AGREEMENT:** This Contract 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 Contract shall be valid and binding on the parties unless set forth in writing and signed by both parties.