

## **TERMS & CONDITIONS**

By executing the AUSA Sponsorship Contract (the "Contract"), the sponsoring company named on the Contract ("Sponsor") agrees to the following terms and conditions, intending to be legally bound.

1. **Term.** The term of this Contract ("Term") shall commence on the date of full execution hereof and end at the conclusion of the sponsoring event ("Meeting").
  2. **Sponsorship.**
    - a. Amount of Sponsorship. Sponsor shall pay the sponsorship fee for the Term in the amount listed in the Contract ("Sponsorship Fee"). Such Sponsorship Fee to be payable in the manner set forth below.
    - b. AUSA will confirm the Sponsorship by email following receipt of this executed Contract from Sponsor. AUSA shall have no obligations to Sponsor prior to this confirmation.
  3. **Sponsorship Benefits.**
    - a. Sponsor will receive the Sponsorship benefits for each Sponsorship as indicated on the Sponsorship Opportunities page of Sponsor's website for the Meeting (the "Sponsorship Benefits").
    - b. AUSA shall endeavor to provide each of the Sponsorship Benefits. Should AUSA either: (i) be unable, after reasonable efforts, to offer to Sponsor any material element of the Sponsorship Benefits; or (ii) decide, in AUSA's business judgment, to discontinue a material element of such Sponsorship Benefits, Sponsor shall accept such reasonably comparable benefits as AUSA may offer in substitution, without diminishing the Sponsorship Fee payable by Sponsor hereunder. No substitution, withdrawal, or change in any of the Sponsorship Benefits shall affect Sponsor's obligation to pay the Sponsorship Fee as set forth in this Contract, or entitle Sponsor to a refund thereof.
  4. **Payment Schedule.**
    - a. The Sponsorship Fee shall be paid as indicated in the Contract. Complete payment must be made no later than the date specified in the Contract. If Sponsor fails to pay the Sponsorship Fee by the date indicated, AUSA may cancel the Sponsorship and all benefits without further notice. AUSA may also assess late fees beginning on the day after the payment due date without prior notice to Sponsor, in the amount of \$100.00, plus interest accruing on the unpaid balance at the rate equal to the lesser of: (i) 1.5% per month; or (ii) the highest rate permitted by law.
    - b. The Sponsorship Fee is net of any taxes. Sponsor shall be solely liable for payment of applicable taxes, other than taxes based solely on AUSA's net income.
  5. **Submission Deadlines:** AUSA will provide Sponsor with deadlines for submission of Sponsor's Marks, advertising copy, and/or other information or materials required for the Sponsorship. AUSA shall have no liability to Sponsor if submission is made late or not made, so that AUSA is unable to provide the Sponsorship Benefits in whole or in part. In such event, Sponsor shall remain liable for the Sponsorship Fee, and no refund shall be issued.
  6. **No Exclusivity.** Sponsor acknowledges and agrees that this Contract includes no sponsorship exclusivity in terms of the category of goods or services provided by Sponsor. AUSA shall have the right to solicit and enter into sponsorships with other parties providing the same or similar goods and/or services as Sponsor, in AUSA's sole discretion.
  7. **Use of Marks.**
    - a. Except as provided for in this Contract (including the Sponsorship Benefits), AUSA and Sponsor agree that neither shall have any right to use, and shall not use any trademark, service mark, logo, trade name, or any other proprietary designations ("Marks") owned, licensed, or registered by the other without specific prior written consent of such other party (which may be withheld in a party's discretion).
    - b. Notwithstanding the Subsection above, Sponsor grants to AUSA a limited, royalty-free, non-exclusive license to utilize Sponsor's Marks in the furtherance of the terms and spirit of this Contract. The license granted pursuant to this Section shall terminate immediately upon the expiration or termination of this Contract; provided, that AUSA shall have no duty to remove any Mark of Sponsor printed on any sign, brochure, or document, if doing so would involve material waste or additional cost to AUSA. AUSA may also continue to utilize the Mark of Sponsor in any list of sponsors displayed in a summary of the Meeting on AUSA's website after the conclusion of the Term.
    - c. Sponsor may not use AUSA's name, logo, and other Marks except with AUSA's prior written permission. AUSA shall have the right to approve in advance any use of its Marks.
    - d. Each party may use the other party's Marks only in accordance with Sponsor's specifications and guidelines as may be provided from time to time.
  8. **Termination.**
    - a. This Contract may be terminated: (i) by the non-breaching party if a material breach of this Contract occurs and is not cured within ten (10) days after written notice is provided by the non-breaching party (or, if a cure within ten (10) days is not reasonably possible, the breaching party does not commence a cure within such 10-day period, and thereafter diligently pursues it to completion); or (ii) by bankruptcy, insolvency, dissolution or cessation of business of either party. Should Sponsor terminate for reasons (i) or (ii), it shall have no further liability to AUSA. If AUSA is curing a breach when a payment from Sponsor is due, such payment may be delayed until the breach is substantially cured during the cure period (as it may be extended) pursuant to this provision.
  - b. **Termination to Protect AUSA's Image.** AUSA shall have the right to immediately terminate this Contract in the event the Sponsor or a person or entity associated with Sponsor, in AUSA's reasonable discretion, engages in illegal, indecent, immoral, harmful, or scandalous behavior or activities, or is accused of such behavior or activities, in such a manner that AUSA determines may directly or indirectly damage AUSA's reputation or goodwill. This includes, but shall not be limited to, Sponsor (or an officer, director, owner, affiliate, parent, or subsidiary thereof) committing an act or omission that causes Sponsor to be viewed in the media and the public in an unfavorable light, and accordingly the continuation of the sponsorship would not be in AUSA's best interests.
  - c. In the event of termination for any reason whatsoever, under no circumstances will there be a refund of amounts previously paid to AUSA.
9. **Damage to Facility:** In the event the Sponsorship Benefits include an opportunity for Sponsor to place a sign or display physically in the Meeting premises, the placement of such sign or display shall be subject to AUSA's approval, and the rules and regulations of the Meeting venue. Sponsor shall be solely responsible for any and all damage to the Meeting venue and/or injury or damage caused to persons and property of others, arising from Sponsor's signage and/or exhibits placed in the Meeting venue pursuant to this Contract.
  10. **Indemnity:** Sponsor shall indemnify, defend, and hold AUSA, its officers, directors, employees, agents, and affiliates harmless, from and against any injury (including death), damages, claims, liability, losses, suits, costs (including but not limited to reasonable attorney's fees and court costs) and judgments arising out of, or relating directly or indirectly to, AUSA's use and display of Sponsor's Marks, and the provision by AUSA of the Sponsorship Benefits, pursuant to this Contract.
  11. **Limitation of Liability.** Sponsor agrees that the liability of AUSA under this Contract shall not exceed the amount of the Sponsor Fee actually paid by Sponsor. In no event shall either party be liable for any indirect, consequential, punitive, or incidental damages, even if advised of the possibility of such damages. Notwithstanding any other provision in this Contract, AUSA's maximum liability for any reason whatsoever shall be the amount of the Sponsorship Fee.
  12. **Disclaimer.** AUSA makes no representation or warranty that any advertisement, notice, or publication containing Sponsor's name and/or logo will be seen by a certain number of persons, or that the sponsorship will generate any minimum level of revenue for Sponsor, or any revenue at all. AUSA's obligation is solely to provide the sponsorship benefits to Sponsor as set forth in this Contract.
  13. **Confidentiality.** The parties shall each keep confidential all provisions of this Contract and (unless required by law or judicial process after making reasonable efforts to resist disclosure), shall not disclose any of same to any third party (other than the parties' respective agents, counsel, and other representatives) without first obtaining the prior written consent of the other party. The provisions of this Section shall survive the termination of this Contract for any reason.
  14. **No Assignment:** This Contract is personal to both AUSA and Sponsor, and the rights and obligations of each party may not be assigned, transferred or subcontracted by either party without the prior written consent of the other party; which consent may be withheld in a party's sole discretion.
  15. **General.** If any provision of this Contract is held by a court of competent jurisdiction to be contrary to law, the remaining provisions of this Contract will remain in full force and effect. Sponsor and AUSA are independent contractors, and nothing contained herein shall be deemed to create an agency, partnership or joint venture between parties.
  16. **Notices.** All notices required to be given by a party pursuant to this Contract shall be in writing and sent by certified mail, overnight delivery service, or email (with receipt of message acknowledged) to the address of the other party as set forth in the Contract, or such other address as a party may provide in writing for notice purposes.
  17. **Binding Effect.** This Contract shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.
  18. **Time of the Essence.** Time is of the essence in the performance of this Contract and the parties' obligations hereunder.
  19. **Governing Law.** The validity, performance and all matters relating to the interpretation and effect of this Contract will be governed by the laws of the Commonwealth of Virginia, without regard to conflict of laws rules. Any disputes between the parties shall be brought in the state courts located in Arlington, Virginia, or the federal courts located in Alexandria, Virginia.
  20. **Entire Agreement.** This Contract is made up by the Sponsorship Contract and these Terms and Conditions. This Contract sets forth the entire understanding between the parties and supersedes any prior or contemporaneous oral or written agreements or representations. It may be modified only by written amendment duly executed by both parties.