



2026 Finance and Technology Summit Exhibitor Terms and Conditions

The National Alliance for Care at Home, Inc. (the “**Alliance**”) operates the 2026 Finance and Technology Summit, to be held at the Boston Marriott Copley Place, Boston, MA (the “**Facility**”), July 12-14, 2026 (the “**Show**”). “**Show Management**” refers to the Alliance and any vendor hired by the Alliance to operate the Show.

The terms of your (“**Exhibitor**”) contract for Exhibit Space at the Show consist of: (i) your application for exhibit space (the “**Application**”), to the extent accepted by Show Management, (ii) the terms in this document (“**Terms**”), and (iii) all policies and signage for the Show (including those made available on the Alliance’s website at www.allianceforcareathome.org) (collectively, as amended from time to time by Show Management, the “**Rules**”) (collectively, the “**Contract**”).

By submitting your Application, you agree to and are bound by this Contract. In the event of a conflict between the provisions of this Contract and the Rules, this Contract governs. Show Management reserves the right to make changes, amendments and additions to the Terms and Rules at any time in its sole discretion, and Exhibitor agrees that all changes provided on Show Management’s website are binding on the Exhibitor. If Exhibitor is unwilling for the Terms to continue as amended, it may terminate this Contract by giving written notice to Show Management within one week of such posting; provided that in this event Exhibitor will not be entitled to any refund for exhibit fees other than as described in this Contract.

1. **Application and Eligibility.** Applications for exhibitors, supporters, and booth space must be made on the digital form provided by Show Management, contain the information as requested, and be executed by an individual who has authority to act on behalf of the applicant. This exhibition is designed for the display and demonstration of products and services relating to the practice and advancement of the art and science of care-at-home professionals and the professional education of those individuals attending the meeting. Show Management has the sole discretion to determine the eligibility of any company, product, or service. Show Management may reject the application of any company whose display of goods or services is not compatible, in the sole opinion of Show Management, with the educational character and objectives of the Show, or for any other reason. In the event an application is not accepted, any paid space rental fees or deposits will be refunded.
2. “**Support**” is a financial or in-kind contribution given by an organization not a commercial interest organization. A “commercial interest” is defined as any proprietary entity producing healthcare goods or services, but not non-profit or government organizations and non-healthcare-related companies.
3. **Payment Policy.** Exhibitor must make the following payments to secure their exhibit space: payment of 25% of the total booth cost within 30 days to secure booth space; payment of 50% of the total booth cost on or before February 15, 2026; payment of 75% of the total booth cost on or before April 15, 2026, and 100% of the total booth cost on or before May 30, 2026. Any exhibit space not paid for in accordance with these requirements is subject to Show Management’s cancellation, reassignment, and exceptions at its sole discretion.
 - a. The “total booth cost” may reflect a discount on the rate based on the Exhibitor’s business partner membership in the Alliance. If the Exhibitor is contracting for booth space based on the Alliance business partner membership rate, that membership must be active for the year 2026 to obtain the discounted membership rate. If the Exhibitor is not an active Alliance business partner member in 2026, Exhibitor agrees to the appropriate adjustment in the “total booth cost”



to the non-member rate.

4. **Cancellations.** All cancellations by the Exhibitor must be submitted, in writing, to exhibits@allianceforcareathome.org. Nonpayment is not considered to be a valid cancellation. Should the Exhibitor cancel its assigned booth space, Show Management may reallocate or reassign the vacated space at its sole discretion, notwithstanding any cancellation assessment owed by the Exhibitor.
 - a. If the Exhibitor cancels its booth space, a cancellation fee based on the "total booth cost" will be assessed according to the date of written cancellation as follows: no fee if canceled on or before December 31, 2025; 25% if canceled on or before February 15, 2026; 50% if canceled on or before April 15, 2026; 75% if canceled on or before May 30, 2026; and 100% if canceled after May 30, 2026. Show Management will retain any amounts paid up to the applicable cancellation fee. Any outstanding balance of the cancellation fee will be invoiced to the Exhibitor.
 - b. The payment obligation for the cancellation fee set out above is not reduced in the event that Show Management reassigns or resells the booth space to another party. Exhibitor is entitled to a refund only of any amounts paid that are in excess of the final cancellation fee obligation.
5. **Exhibit Space Rental and Assignment of Location.**
 - a. Exhibit space will be assigned on the basis of a tiered system, and Show Management may in its sole discretion assign exhibitors to the best alternate space in the event that all of the Exhibitor's first three choices are already reserved, and to make reasonable shifts in location for the benefit of the Exhibitor or the betterment of the Show. Whenever possible, space assignments will be made by Show Management in keeping with the preference as to location requested by the exhibitor.
 - b. Show Management reserves the right to determine all space assignments in the best interests of the Show. Booth assignments will be made on a first-come, first-served basis upon receipt of the application and deposit, availability of requested area, amount of space requested, special needs and compatibility of exhibitors' products. In the event of simultaneous receipt of application, Alliance members will receive the first option.
 - c. Show Management may assign other than the choice requested, if necessary, and to rearrange the floor plan and/or relocate any exhibits based on show management, hotel requirements, fire marshal inspection and approval.
 - d. Exhibit space for the 2026 Finance and Technology Summit will first be offered to exhibitors who were fully paid exhibitors in the 2025 Annual Meeting & Expo and 2025 Summit.
6. **Priority Points.** The Priority Point System ("System") rewards Exhibitors for their participation and compliance with event Terms and Conditions of the Show. Points are awarded annually and determine the booth selection order for the following year. Priority Points are non-transferable and remain the property of Show Management.
 - a. Exhibitors may earn priority points based on the following criteria:
 - b. Exhibit Participation
 - i. Full participation in the current year's exhibition in good standing: One point
 - ii. First Time Exhibitors: One point
 - c. Booth Space
 - i. Booth square footage: One point for every 80 sq ft
 - d. Adherence to Terms
 - i. Full compliance with installation, dismantling, and operational requirements: Two points
 - e. Other Contributions
 - i. Exhibitors who Purchase event Sponsorships or Branding:



1. One Point for sponsorships up to \$2,500
 2. Two Points for sponsorships \$2,501-\$4,999
 3. Three Points for title-level sponsorships designated by Show Management
 - ii. Other Contributions recognized by Show Management:
 1. Alliance Members (Business Partners and Allied): One point
 2. Alliance Enhanced Members: Two points
 - f. Show Management reserves the right to deduct priority points from an Exhibitor for violations of these Terms, including but not limited to early dismantling, late installation, failure to staff the booth during exhibition hours, late payment, or any conduct deemed detrimental to the Show. Priority point deductions may affect the Exhibitor's future booth selection order and exhibit placement. Show Management also reserves the right to modify, suspend, or terminate the Priority Point System at any time. All decisions by Show Management regarding Priority Points are final and binding. All Exhibitors will be notified of such changes, which will become binding upon notice.
7. **Rebooking Tiers.** Two phases of rebooking will be conducted.
- a. Phase One
 - i. Tier I and Tier II – Priority Exhibitors and Supporters: Exhibitors and supporters with the highest Priority Points will be granted the earliest opportunity to select and secure exhibit space for the 2026 Annual Meeting & Expo and 2026 Finance and Technology Summit. This priority selection period will begin prior to the start of the 2025 Annual Meeting & Expo.
 - ii. Tier III – All Current Exhibitors: Beginning on the official opening day of the exhibit hall, rebooking will be made available to all current exhibitors who participated in the 2025 Annual Meeting & Expo and/or Finance and Technology Summit and who are in good standing. Exhibitors assigned to Tiers I, II, and III will receive the first right of refusal and must confirm their participation no later than December 19, 2025, to retain priority.
 - b. Phase Two
 - i. Tier IV – New Exhibitors: Upon completion of the rebooking period for all current exhibitors, any remaining exhibit space will open to new or lapsed exhibitors beginning in January 2026.
8. **Use of Space, Subletting of Space.** No exhibitor shall assign, sublet, or share the space allotted with another business or firm, unless approval has been obtained in writing from Show Management. Exhibitors are not permitted to feature names or advertisements of non-exhibiting manufacturers, distributors, or agents in the exhibitor's display. Exceptions are parent or subsidiary companies. Exhibitors must show only products and/or services dealt by them in the regular course of business. Should an article of a non-exhibiting firm be required for operation or demonstration in an exhibitor's display, identification of such article shall be limited to the usual and regular nameplate, imprint, or trademark under which same is sold in the general course of business. No firm or organization that has not assigned exhibit space will be permitted to solicit business within the Show.
9. **Exhibitor Personnel.** Exhibitor representatives in the Exhibit Space are restricted to Exhibitor's employees and authorized representatives and agents ("Personnel") who are 16 years of age or older. All Personnel shall, at all times, wear proper badge identification furnished by Show Management. Show Management may limit the number of Personnel or request Exhibitor to remove Personnel at its sole discretion. In the event Show Management requests Personnel or any individuals associated with an Exhibitor to be removed from the Exhibit Space, Exhibitor will promptly comply with Show Management's request. The Exhibit Space must be staffed by Exhibitor during all open hours of the Show. Vacating the Exhibit Space prior to the end of the Show constitutes a material breach of this Contract and entitles Show Management to assert damage claims and exclude Exhibitor from future participation in any or all Alliance events. For their own safety and



protection, individuals under 16 years of age will not be admitted to the exhibit halls during move-in and move-out. Individuals 16 and 17 years of age may be present on the exhibit floor during show hours only if accompanied by an adult 18 years of age or older.

10. **Authorized Representative.** Each exhibitor must name one person to be the representative in connection with installation, operation, and removal of the firm's exhibit. Such representatives shall be authorized to enter such service contracts as may be necessary and for which the exhibitor shall be responsible. The exhibitor shall assume responsibility for representation in attendance throughout all exhibition periods; and this representative shall be responsible for keeping the exhibition neat, manned, and orderly.
11. **Scope of Risk.** The following cases fall solely within the scope of Exhibitor's risk, in addition to all others in this Contract or otherwise: (a) if the products exhibited by Exhibitor cannot be included in the Show as a result of the legal requirements applicable to the Facility or for any other reason; (b) if Exhibitor's products do not timely arrive, arrive damaged or do not arrive at the Facility at all (for example, as a result of any loss, delay in transport or customs, etc.); or (c) if Exhibitor or its Personnel should be delayed in arriving to the Show or if such arrival should become impossible. Further, Exhibitor acknowledges that an inherent risk of exposure to communicable diseases such as coronavirus exists in any public place where people are present including but not limited to the Show; by attending the Show, Exhibitor voluntarily assumes all risks related to its and its Personnel's exposure and agrees not to hold the Alliance, or any of the Alliance's affiliates, directors, officers, employees, agents, contractors, or volunteers liable for any loss, illness or injury. Show Management is not liable for any damages, costs or expenses that result from or are connected to any of the foregoing.
12. **Installation and Removal.** Show Management reserves the right to fix the time for the installation of a booth prior to the Show opening and for its removal after the conclusion of the Show. The installation of all exhibits must be fully completed by the end of the established move-in hours. Dismantle or repacking of any part of your exhibit may not occur until after the established closing of the exhibit hall. Early dismantling of exhibits, defined as any teardown occurring prior to the official close of the exhibit hall, is a violation of these Terms and may result in forfeiture of priority points and potential negative impact on the Exhibitor's future booth selection and placement.
13. **Contracted Services.** Show Management will provide access to approved, qualified contractors for services necessary to support Exhibitor operations. In circumstances where the facility or governing rules require the use of a specific contractor, the Exhibitor must engage that contractor and may not substitute an alternative provider.
14. **Arrangement of Exhibits.** Each exhibitor is provided an Official Exhibitors Kit. The Exhibitors Kit describes the type and arrangement of exhibit space, and the standard equipment provided by Show Management for booth construction. All booth space must be arranged and constructed according to the guidelines, provisions and limitations in the Exhibitors' Kit. If, in the sole opinion of Show Management, an exhibit fails to conform to the Exhibitors Kit guidelines, or the provisions set forth herein, such exhibit will be prohibited from functioning at any time during the exhibition. Booth construction plans, exhibits in peninsula or island booth space, or involving other unusual construction features, must be submitted for approval at least sixty (60) days before the exhibition opens. Exhibitors are provided standard draped back wall and side rails, (1) 6' draped table, (2) side chairs, (1) wastebasket, (1) booth ID sign, general security guard service and daily cleaning. All exhibitors are required to have carpet in their exhibit space at this show.
15. **Exhibits & Public Policy.** Each exhibitor is charged with knowledge of all laws, ordinances and regulations pertaining to health, fire protection and public safety, while participating in this exhibition. Compliance with such laws is mandatory for all exhibitors and the sole responsibility is that of the 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. Should an



exhibitor have any questions as to the application of such laws, ordinances and regulations to their exhibit or display, Show Management will endeavor to answer them. All booth decorations including carpeting must be flameproofed and all hangings must clear the floor. Butane or bottled gas is not permitted. Electrical wiring must conform to National Electrical Code Safety Rules. If inspection indicates any exhibitor has neglected to comply with these regulations, or otherwise incurs fire hazard, the right is reserved to cancel all, or such part of their exhibit as may be irregular and effect the removal of same at exhibitor's expense. Exhibitors must comply with City and State fire regulations. If unusual equipment or machinery is to be installed, or if appliances that might come under fire codes are to be used, the exhibitor should communicate with Show Management for information concerning facilities/regulations.

16. **Storage of Packing Crates and Boxes.** Exhibitors will not be permitted to store packing crates and boxes in their booths during the exhibit period; but these, when properly marked, will be stored and returned to the booth by general service contractors. It is the exhibitor's responsibility to mark and identify their crates. Crates not properly marked or identified may be destroyed. Show Management assumes no responsibility for the contents of crates or boxes improperly labeled as "empty." Crates, boxes or other exhibit materials unclaimed by the exhibitor after the Show will be removed at the exhibitor's expense. Show Management will bill exhibitors for removal time and materials at prevailing rates.
17. **Operation of Displays.** Show Management reserves the right to restrict the operation of, or evict completely, any exhibit, which, in its sole opinion, detracts from the general character of the conference and exhibition. This includes, but is not limited to, an exhibit, which, because of noise, flashing lights, method of operation, display of unsuitable material, is determined by Show Management to be objectionable to the successful conduct of the exhibition. Use of so-called "barkers" or "pitchman" is prohibited. All demonstrations or other promotional activities must be confined to the limits of the exhibit space. Sufficient space must be provided within the exhibit space for the comfort and safety of people watching demonstrations and other promotional activities. Each exhibitor is responsible for keeping the aisles near its exhibit space free of congestion caused by demonstrations or other promotions.
18. **Contests, Drawings & Lotteries.** Show Management must approve all unusual promotional activities in writing no later than thirty (30) days before the exhibition opens.
19. **Literature Distribution.** Distribution of circulars, catalogs, folders, or other advertising materials may be made only within the space assigned to the exhibitor. Distribution of such materials in the aisles, meeting rooms, registration areas, lounges, or grounds of the host facility is prohibited. Trade publishers may distribute their publications from their booth but are prohibited from soliciting advertising or using automatic distribution methods during the Show.
20. **Badge Scans.** Exhibitors may conduct badge scanning activities solely within their designated booth space. Scanning attendee badges in any public or common areas of the exhibit hall (e.g., hall entrances, aisles, concession or lunch lines) is not allowed and shall be considered a violation of these Terms.
21. **Live Animals.** Live animals by exhibitors or attendees are prohibited unless pre-approved by Show Management. Service animals required under the Americans with Disabilities Act (ADA) are permitted. Exhibitors and attendees must comply with all applicable ADA guidelines regarding service animals, including control and behavior standards.
22. **Sales.** The purpose of exhibit space is for the display and demonstration of products and services. While Exhibitors may take orders for future delivery, on-site sales involving the direct exchange of products for payment are strictly prohibited.
23. **Sound.** Microphones are not permitted. Exhibits that include the operation of musical instruments, radios, sound projection equipment, or any noisemaking machines, must be conducted or arranged so that the noise resulting from the demonstration will not annoy or disturb adjacent exhibitors and their patrons, nor cause the aisles to be blocked. Operators of noisemaking exhibits must secure approval of operating



methods before the exhibit opens.

24. **Social Activities.** The exhibitor agrees to withhold supporting hospitality suites/rooms or other functions during official show activities, including exhibit hours, social functions, educational seminars, and any other related activity scheduled by Show Management. All social functions must be pre-approved by Show Management and will incur a nominal meeting room charge.
25. **Americans with Disabilities Act.** Exhibitors acknowledge their responsibilities under the Americans with Disabilities Act (hereinafter “Act”) to make their booths accessible to handicapped persons. Exhibitor shall also indemnify and hold harmless the Show Management, and facility against cost, expense, liability, or damage which may be incident to, arise out of or be caused by Exhibitor’s failure to comply with the Act.
26. **Care of Building and Equipment.** Exhibitors or their agents shall not injure or deface any part of the exhibit building, the booths, or booth contents or show equipment and décor. When such damage appears, the exhibitor is liable to the owner of the damaged property.
27. **Sponsorship & Advertising.** All sponsorship and event advertising applications must be submitted through event management system to Show Management, which reserves the right to accept or reject any application at its sole discretion. A sponsorship or advertising agreement becomes legally binding only upon written acceptance by Show Management.
 - a. *Sponsorship Payment Schedule.* 25% deposit due February 15, 2026; 50% deposit due April 15, 2026, 100% due May 30, 2026. Failure to pay on time may result in cancellation but does not release Sponsor from financial obligations.
 - b. *Sponsorship Cancellation Policy.* Exhibitor agrees that the cost of and amount payable due for sponsorship that is canceled by the Exhibitor is as follows: no cancellation fee if canceled in writing on or before December 31, 2025; 25% of the “total sponsorship cost” cancellation fee if canceled in writing on or before February 15, 2026; 50% of the “total sponsorship cost” cancellation fee if canceled in writing on or before April 15, 2026; and 100% of the “total sponsorship cost” cancellation fee if canceled in writing after May 30, 2026. If already paid, then Show Management retains the applicable percentage of the total sponsorship cost as a cancellation fee; if not yet paid, any amounts due will be invoiced to Exhibitor.
 - c. Sponsorship and advertising materials must comply with event policies and Show Management reserves the right to reject, remove, or request modification of any materials that violate guidelines
28. **Show Director/Attendee Mailing List.** By submitting a request and upon purchase of any Attendee Mailing List, Exhibitor/Sponsor/Supporter agrees:
 - a. The director/list is provided for one-time communication use only (i.e., one mailing or email to any individual on the list). Neither this list nor excerpts thereof may be duplicated, reproduced, reused or transferred. The lists are seeded with decoy names to detect unauthorized use. If unauthorized use is detected, Exhibitor will pay 10 times the value of the list order and may be subject to other legal action. The list will be delivered in Excel format to the email address of the contact specified on the order application. Any outstanding exhibit space balance must be paid in full prior to being provided the list.
 - b. Exhibitor must clearly state in each communication (email):
 - i. “This is a promotional message from [Exhibitor] and is not an endorsement by the Alliance.”
 - ii. Exhibitor’s complete contact information.
 - c. Exhibitor is solely responsible for its costs.
 - d. Mailings may not invite/encourage participation in specific educational sessions nor feature/highlight company representatives that serve as faculty for the conference.



- e. Mailings must be clearly delineated and separated from educational content.
 - f. For sponsorship/advertising content, if a mailing is submitted that does not adhere to these requirements, the Alliance will return the mailing with a request that it be re-designed to meet these guidelines. Conference attendee emails will be at the Alliance's discretion. The broadcast of an email advertisement does not constitute endorsement or approval of any advertised products or services, any point of view, standard or opinion. The email advertiser and/or advertising agency assumes all liability for all ad content including text representation and illustrations. It is understood that the email advertiser and/or advertising agency will indemnify and hold the publisher harmless from and against any loss, expense, or other liability resulting from any suits for libel, misrepresentation, or any other claims or suits whatsoever which may arise from publication of such advertisement. If an advertisement is omitted, the Alliance's sole liability shall be the return of any charge that has been paid for the advertisement.
 - g. Show Management is not responsible for any errors or omissions in any listings, directories, guides or promotional signs or other materials related to or in connection with the Show and is released from any liability.
 - h. All requests for the director/list are subject to approval by the Alliance. The Alliance reserves the right to deny such a request if, in the Alliance's sole judgment, the prospective advertisement would not serve the interests of the Alliance or its members or the prospective supporter or requestor has goals or purposes or has engaged in conduct which the Alliance, in its sole judgment, determines to be inconsistent with the interests of the Alliance or its members, or not in keeping with the character of the Alliance publications. The Alliance reserves the right to refuse advertising it deems incompatible with our philosophy, our mission, or otherwise not in keeping with the publication's standards.
29. **Marketing Guidelines.** The purpose of these Terms is to establish clear, concise, and enforceable standards for all exhibitor marketing activities. Exhibitors whose marketing practices are deemed inappropriate or inconsistent with these standards may be prohibited from participating in the Exhibition.
- a. *Use of Logos and Names:* Exhibitor may advertise that it will participate in the Show, including by referring to "2026 Finance and Technology Summit." Exhibitor may not otherwise use the logos or names of the National Alliance for Care at Home, "2026 Finance and Technology Summit," "2026 Summit," or their respective trademarks without the prior written approval of Show Management solely to promote Exhibitor's participation in the Show.
 - b. *Logo Placement:* Alliance logos or trademarks may not be combined or intertwined with any Exhibitors, supporters, sponsors, or third-party logos in marketing or promotional materials.
 - c. *Accuracy:* Exhibitors must not make false, misleading, or unsubstantiated statements regarding their relationship with the Alliance, including compliance with federal or state regulatory requirements.
 - d. *Endorsement and Affiliation:* Exhibitors, supporters, and sponsors are neither endorsed by nor affiliated with the Alliance or its affiliates. Exhibitors are prohibited from implying endorsement, sponsorship, or affiliation in any marketing or advertising materials.
 - e. *Trademark Integrity:* Exhibitors may not alter, modify, or distort any Alliance trademarks or logos. All trademarks must be used in their approved form and according to Show Management guidelines.
 - f. *Enforcement:* Violations may result in denial of participation, revocation of priority points, or other remedies at the sole discretion of Show Management.
30. **Showcase Policy/No Suitcasing.** While all meeting attendees are invited to the exhibit hall, any attendee who is observed to be soliciting business in the aisles or other public spaces, in another company's booth,



or in violation of any portion of the Exhibit Rules and Terms or regulations, will be asked to leave immediately. Additional penalties may be applied. Please report any violations you may observe to the Alliance staff (Show Management). Show Management recognizes that suitcasing may also take the form of commercial activity conducted from a hotel guest room or hospitality suite, a restaurant, club, or any other public place of assembly. For the purposes of this policy, suitcasing violations may occur at venues other than the exhibition floor and at other events. Show Management must be informed of any hospitality suites, and expressed consent must be received prior to the event.

31. **Intellectual Property.** Exhibitor represents and warrants that no work or materials infringing any person's intellectual property rights will be displayed at the Exhibit Space. Exhibitor assumes all responsibility for its use of any images, music, or other protected materials. Show Management is the owner of all photographic and other recording rights with respect to the Show, the names "2026 Finance and Technology Summit," and all other trademarks and intellectual property rights held by the Alliance, and no license to any such rights is granted to Exhibitor. The Alliance has the right to use photographs and video of the Show, including images of Exhibitor's Exhibit Space and Personnel, for information and marketing purposes. Exhibitor/Supporter grants to Show Management a nonexclusive, nontransferable, royalty free, revocable, right to display their trademarks, service marks, and logos during the Show. Neither party acquires any rights of ownership to any copyrights, patents, trade secrets, trademarks or other intellectual property of the other party.
32. **Limitation of Liability and Insurance.** Each Exhibitor must maintain adequate insurance coverage for their participation in the Show. Notwithstanding any other provision of this Contract, (a) neither the Alliance, nor its agents, directors or employees, or the Facility or its employees, shall be held liable for, and they are hereby released from liability for, any damage, loss, harm or injury to the person or property of the Exhibitor or any of its Personnel resulting from (i) theft, fire, water, accident or any other cause or (ii) any loss of or change to Exhibit Space assigned to Exhibitor in connection with the Show as a result of conditions imposed by the Facility or changes made to the agreement between the Facility and Show Management with respect to the Show ("Venue Agreement"). Exhibitor hereby acknowledges and agrees that in the event of a conflict between the terms of this Contract and the terms of the Venue Agreement, the terms of the Venue Agreement shall control and Exhibitor hereby releases the Alliance, the Facility and their respective employees, directors and agents from any liability with respect to the same; and (b) in no event shall the Alliance or its affiliates, or their respective agents, directors or employees, or the Facility be liable for any consequential, indirect, punitive or special damages whatsoever. The liability of the Alliance shall in no event exceed the aggregate amount of fees paid by Exhibitor to the Alliance hereunder. All claims by Exhibitor against the Alliance arising from or relating to Exhibitor's participation in the Show must be made in writing no later than six (6) months following the last day of the Show. Neither the Alliance nor its affiliates shall be liable for any act or omission except to the extent that such act or omission constitutes gross negligence or willful misconduct.
33. **Indemnification.** Exhibitor agrees to indemnify, defend and hold harmless the Alliance, the owner of the Facility, Show Management's contractors, and the city in which the Show is held, and each of their respective directors, officers, employees, representatives and other agents, against any and all claims, demands, liabilities, losses, suits, damages, judgments, expenses, costs, fees and charges of every kind, including but not limited to consequential, indirect and special damages, and attorneys' fees and expenses, which result from or arise out of, relate to or are otherwise connected to or in respect of: (a) a breach by Exhibitor or any of its Personnel of any applicable law, or of this Contract or the Rules; (b) Exhibitor's participation in the Show or the actions or omissions of Exhibitor or any of its Personnel, including but not limited to those related to claims of damage, injury, death or other loss; or (c) the infringement by Exhibitor or its Personnel of any common law or statutory right of any third party including, without limitation, any



contractual rights, proprietary rights, trademark, service mark, trade secret, copyright, or patent rights. Notwithstanding the foregoing, this indemnity shall only apply to the fullest extent permitted by law with respect to governmental agencies that are otherwise prohibited by law from providing any indemnity. This indemnification clause survives the termination and expiration of this Contract.

34. **Force Majeure.** The performance of this Contract, in whole or in part, by Show Management is subject to Acts of God, war, terrorism, government regulation, civil disorder within 20 miles of the Facility, disaster (including, but not limited to, fire, flood, severe weather, and earthquake), strikes, contagious virus or pathogen, or curtailment of transportation facilities, any of which prevents or unreasonably inconveniences at least 25% of attendees from attending, or other cause beyond the control of Show Management making it illegal, impossible, or commercially impractical to hold the Show (“Force Majeure”). This includes the continuation after the execution of this Contract of any act, incident, or circumstances that would qualify as a Force Majeure event. Show Management may terminate or suspend its obligations under this Contract if such obligations are delayed or prevented by any Force Majeure event.
35. **Arbitration and Governing Law.** Any dispute arising out of or relating to this Contract or the transactions contemplated hereby may be litigated exclusively by arbitration in Washington, D.C., administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules. Show Management and Exhibitor agree that such arbitration is final, binding, and non-appealable. Any award may be entered in any court having proper jurisdiction. This Contract is governed by and interpreted in accordance with the laws of Washington, D.C., exclusive of its conflicts of law provisions. Show Management and Exhibitor consent to the exclusive jurisdiction of the state and federal courts in Washington, D.C., for any matter that is not arbitrable. The prevailing party in such litigation or arbitration is entitled to recover from the other party all reasonable costs, including attorney’s fees, incurred by it in connection with such litigation or arbitration or the enforcement of any award.
36. **Severability.** If any provision of this Contract is held to be illegal, invalid or unenforceable, that provision will be enforced to the maximum extent permissible so as to affect the intent of the parties and the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired. If necessary to achieve the intent of the parties, Show Management will amend this Contract to replace the unenforceable language with enforceable language which as closely as possible reflects the intent.