

These terms and conditions shall form the Agreement between you, the entity registering to participate as an exhibitor in the 2023 MIC Partner Pavilion (hereafter referred to as "Exhibitor") and National Information Solutions Cooperative, Inc. ("NISC"). By submitting this registration, Exhibitor agrees to the following terms and conditions applicable to Exhibitor's participation at NISC's 2023 Member Information Conference ("MIC") to be held at the Gaylord Rockies Resort and Convention Center in Denver, Colorado ("Gaylord") September 17, 2023 through September 20, 2023 (the "Event").

Exhibitor acknowledges that registration will be processed on a first come, first served basis. NISC reserves the right to decline any registration. In such event, NISC will notify Exhibitor within a reasonable time that Exhibitor's registration has not been accepted and promptly refund the amount paid by Exhibitor, at which time this Agreement shall automatically terminate.

1. Sponsorship Levels and Sponsorship Fee: During the online registration process Exhibitor selected a sponsorship level and/or a promotional sponsorship. Exhibitor agrees to pay the price associated with such sponsorship(s) as noted on the registration site ("Sponsorship Fee"). If NISC remits an invoice for the Sponsorship Fee in lieu of Exhibitor remitting payment during the registration process, Exhibitor agrees to pay the invoice in full no later than 30 days from the date of the invoice. In exchange for payment of the Sponsorship Fee, Exhibitor shall receive the Partner Pavilion benefits associated with the sponsorship level or type selected during registration.

2. Booth Activities and Standard Terms

- A. Event Center Conditions: NISC has contracted with the Gaylord for the use of convention center space during the Event. Exhibitor shall be bound by the basic terms and conditions of the agreement between NISC and the Gaylord as are applicable to Exhibitor, including without limitation all terms applicable to the use of Gaylord premises and Exhibitor conduct during the Event. Exhibitor agrees to comply with any such terms and conditions imposed by the Gaylord.

Exhibitor may move in between 8 a.m. MT and 4 p.m. MT on Sunday, September 17, 2023 and will dismantle and move out between 4:30 p.m. MT and 9 p.m. MT on Tuesday September 19, 2023 or 8:00 a.m. MT and 11 a.m. MT on Wednesday, September 20, 2023.

- B. General Terms. Exhibitor agrees to comply with the following general terms and restrictions during the Term of the Agreement:
- a. Exhibitor grants NISC a license to use Exhibitor's trademarks, service marks, trade names, trade dress, symbols, logos, designs, and other source identifiers provided by Exhibitor to NISC for the sole purpose of marketing the Event.
 - b. Exhibitor will advise NISC if any entity other than Exhibitor pays the Sponsorship Fee in part or in full.
 - c. Depending on Exhibitor's sponsorship level or type, NISC may require certain materials to be furnished in advance of the Event. Exhibitor shall provide all necessary materials in advance of the any deadline provided by NISC. If Exhibitor fails to provide materials prior to the deadline established by NISC, Exhibitor may forfeit the sponsorship opportunity without refund of any Sponsorship Fees remitted for such opportunity.
 - d. Only Exhibitor sales and marketing employees may work the exhibit booth and present at the Event; there shall be no Exhibitor employees who work in the area of developing products or services which directly or indirectly compete with any NISC product or service.
 - e. Exhibitor shall not display, discuss, market or promote any Exhibitor products or services which directly or indirectly compete with any NISC product or service without NISC's prior written consent.
 - f. Exhibitor acknowledges that NISC has contracted with a third party for show management and vendor services to be utilized for exhibitor hall and booth materials and construction needs. Exhibitor shall only utilize the services of the third party designated by NISC, subject to a separate agreement between Exhibitor and the NISC-designated third party.

- g. Exhibitor shall, and shall cause its employees, subcontractors and agents, to at all times conduct themselves in a safe and professional manner while working the booth or being present at the event.
- h. Exhibitor and any of its employees and/or representatives shall not attend any of the concurrent sessions being conducted by NISC or any of NISC's Members. Admission to the Event is limited to the Partner Pavilion, meals, and MICfest.

If, in the reasonable opinion of NISC, Exhibitor violates the terms of this Section, NISC reserves the right to close Exhibitor's booth for any period of time, including for the duration of the Event, without refund of the Sponsorship Fees paid by Exhibitor.

3. Non-Solicitation of NISC Employees: Exhibitor shall not, directly or indirectly, on Exhibitor's behalf or for or on behalf of any other person or entity, solicit or induce, or attempt to solicit or induce, any employee of NISC to leave his or her employment with NISC or, for the term of the Agreement and for one year following the termination of the Agreement, extend any offer of employment to any employee of NISC.

4. Confidential Information. In the course of attending the Event, Exhibitor may have access to, or receive from NISC or any of its employees, officers, directors, agents, or member owners, non-public, confidential or proprietary information of NISC, whether written or oral and whether or not marked, designated or otherwise identified as confidential ("Confidential Information"). Exhibitor agrees not to disclose to anyone Confidential Information it receives under the protection of this Agreement. Exhibitor shall take precautions consistent with industry standards to protect Confidential Information, including, at a minimum, using the same degree of care to prevent the unauthorized access, use, dissemination, or publication of Confidential Information as Exhibitor uses to protect its own confidential information of a like nature. Exhibitor shall not use Confidential Information for any purpose other than as expressly allowed by NISC, and specifically not for Exhibitor's own use beyond the Purpose, or for the benefit of any third party. All Confidential Information made available by NISC to Exhibitor shall remain the exclusive property of NISC. For purposes of this Agreement, Confidential Information shall include all non-public, confidential, or proprietary information disclosed by NISC or any of its employees, officers, directors, partners, shareholders, agents, attorneys, accountants, advisors or member owners to Exhibitor or its affiliates, whether disclosed orally or disclosed or accessed in written, electronic, or other form or media, and whether or not marked, designated, or otherwise identified as "confidential". The obligations in this Section shall survive termination of the Agreement indefinitely.

5. Visual and Audio Recording Rights. All visual and audio recording rights in the Event are reserved to NISC or its affiliates. No recording of booths, other than Exhibitor's own booth, is permitted at any time. NISC has the right to record Exhibitor's image, photograph, picture, likeness and voice by any technology or other means during the Event. NISC has the right to copy, use, perform, display and distribute such recording of Exhibitor or Exhibitor's booth for any purpose, including but not limited to distribution by means of streaming or other technologies via the internet. NISC has the right to combine such recordings of Exhibitor with other images, recordings, or printed material in the production of motion pictures, sound recordings, still photography and other media. NISC has the right to record, reproduce, amplify and simulate Exhibitor's image and all sound effects produced. NISC has the right to use Exhibitor's image and voice of its employees in connection with the marketing of NISC's programs, events, educational materials or other future events.

6. Indemnity, Limitation of Liability and Insurance:

- A. Waiver and Indemnification: Exhibitor assumes entire responsibility for its installation, removal and maintenance of its booth, Exhibitor's occupancy and use of the exhibition premises, and the safety of its exhibits, materials, equipment, and structures placed within its booth. Neither NISC nor the Gaylord shall be responsible for any losses that arise out of Exhibitor's participation in the Event, and Exhibitor hereby agrees to indemnify, defend and hold harmless NISC and the Gaylord and their respective affiliates and representatives from all losses arising out of (a) Exhibitor's use of the exhibition premises, (b) any violation of law, regulation or ordinance by Exhibitor, (c) any failure by Exhibitor to comply with the terms of this Agreement, or (d) the negligence, gross negligence, willful misconduct or fraud of Exhibitor.

- B. Liability Limitation. IN NO EVENT WILL EITHER NISC OR THE GAYLORD BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ITS SUBJECT MATTER UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE FOR ANY CONSEQUENTIAL, LOST PROFITS, INCIDENTAL, INDIRECT, EXEMPLARY, ENHANCED OR PUNITIVE DAMAGES, REGARDLESS OF WHETHER EXHIBITOR WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

IN NO EVENT WILL NISC'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT OR ITS SUBJECT MATTER, WHETHER ARISING UNDER OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR ANY OTHER LEGAL OR EQUITABLE THEORY, EXCEED THE FEES ACTUALLY PAID BY EXHIBITOR UNDER THIS AGREEMENT.

- C. Insurance: Exhibitor shall obtain and keep in force during the term of this Agreement, policies of Comprehensive General Liability Insurance and Contractual Liability Insurance, insuring and specifically referring to the Contractual liability set forth in this Agreement, in an amount not less than \$2,000,000 Combined Single Limit for personal injury and property damages. The Gaylord and NISC shall be included in such policies as additional named insureds. In addition, Exhibitor acknowledges that neither the Gaylord nor NISC maintain insurance covering exhibitor's property and that it is the sole responsibility of Exhibitor to obtain business interruption and property damage insurance covering any losses by Exhibitor.

7. Cancellation of or Modification to Event: Notwithstanding anything in this Agreement to the contrary, in the event of a pandemic or widespread epidemic resulting in federal, state or local restrictions on travel or social gathering sizes, NISC may, at its discretion, chose to either cancel the Event or make changes to the Event that would result in a reduction in the number of exhibitors. If such cancellation or reduction were to occur, NISC may terminate this Agreement without penalty. In the event of cancellation pursuant to this Section, any payments made by Exhibitor shall be refunded by NISC within 60 days of NISC's written notice of cancellation.

8. Term and Termination: This Agreement shall remain in effect until the conclusion of the Event, unless earlier terminated as allowed by this Agreement. In the event of a breach of this Agreement by either Party, the other Party may immediately terminate this Agreement upon Notice to the breaching Party. Except as set forth in Section 7, in the event Exhibitor terminates this Agreement due to no fault of NISC or otherwise without cause, NISC shall nevertheless be entitled to payment of the amount due under this Agreement.

9. Remedies: The parties understand that, should Exhibitor breach this Agreement or should a breach of this Agreement appear imminent, NISC will suffer an irreparable injury, such that no remedy at law will afford it adequate protection against, or appropriate compensation for, such injury. Accordingly, Exhibitor agrees that NISC may be entitled to an injunction and specific performance of Exhibitor's obligations under this Agreement, as well as such further legal and equitable relief as may be granted by a court of competent jurisdiction.

10. Miscellaneous; Governing Law: This Agreement is the complete and exclusive agreement between the Parties regarding the Purpose and replaces any prior oral or written communications between them as to the matters described herein. This Agreement may not be changed, modified, amended, or supplemented except by a written instrument signed by all parties. If any provision of this Agreement is found by a proper authority to be unenforceable, that provision shall be severed, and the remainder of this Agreement will continue in full force and effect. Exhibitor may not assign (directly, by operation of law, or otherwise) this Agreement or any of its rights or obligations under this Agreement without NISC's prior written consent. The Parties agree this Agreement shall be governed by and construed in accordance with the laws of the State of Missouri excluding its conflicts of laws principles, and that any action with respect to this Agreement shall have for its venue a court of competent jurisdiction located within the State of Missouri.