

IEEE Terms and Conditions

Agreement

This application properly executed by applicant ("Contributor") shall upon written acceptance by IEEE constitute a valid and binding agreement ("Agreement").

Limited License

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

Visual Identity

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

Data Protection

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

Termination

Either Party may terminate this Agreement at any time by providing at least thirty (30) days' prior written notice to the other Party. All fees paid by the Contributor prior to termination are non-refundable for any reason. Nonetheless, if IEEE

terminates this Agreement for any reason other than force majeure or breach of the Agreement by the Contributor, any fees paid by the Contributor prior to termination will be refunded by IEEE within 30 days of termination.

Indemnification

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

Limitation on Liability

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

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

Insurance

Contributor shall, at their sole cost and expense, procure and maintain through the term of this Agreement, the following insurance:

- (i) Commercial General Liability insurance with limits not less than \$1,000,000 per occurrence, \$2,000,000 in the aggregate including IEEE and [Venue] as additional insured
- (ii) Workers' Compensation in full compliance with all laws covering the Contributor's employees.

The Contributor is solely responsible for its own exhibition materials and products, and should insure exhibit materials and products from loss or damage from any cause whatsoever. Proof of such insurance in the form of a certificate of insurance shall be provided to IEEE.

Reputational Risk

Contributor agrees to conduct itself in a manner that upholds the reputation, values, and public image of IEEE and the Event. Contributor shall not engage in any conduct, make public statements, or be associated with activities that may bring the Event, its organizers, participants, or affiliated partners into disrepute. If IEEE, in its sole discretion, determines that Contributor's actions or affiliations may pose a reputational risk, IEEE reserves the right to revoke sponsorship privileges, remove Contributor branding from Event materials, and/or terminate this Agreement without refund or liability.

Contributor Conduct and Safety Risk

IEEE reserves the right to take immediate and appropriate action in response to any conduct it deems unsafe, including removal of Contributor representatives from the venue, suspension of sponsor activations, or termination of the

Agreement without refund. Contributor shall be liable for any damages or costs resulting from such conduct and agrees to indemnify and hold harmless IEEE from any resulting claims or liabilities.

Risk Management

Contributor acknowledges and agrees to cooperate fully with IEEE in all matters related to risk management and safety planning for the Event. IEEE reserves the right to prohibit, modify, or remove any Contributor element or activity that is deemed to present an unacceptable level of risk to the Event, its attendees, staff, or stakeholders. Contributor assumes full responsibility for the safety and appropriateness of its participation and agrees to indemnify and hold harmless IEEE against any claims, damages, or losses arising from Contributor's failure to adhere to risk management requirements.

Non-Discrimination

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

Compliance with Laws

Contributor represents and warrants that it shall comply with all laws and regulations that apply to its obligations and duties under this Agreement.

Confidentiality

Neither Party shall disclose to a third-party Confidential Information of the other Party. The receiving party shall use the same degree of care as it uses to protect the confidentiality of its own confidential information of like nature, but no less

than a reasonable degree of care, to maintain in confidence the Confidential Information of the disclosing Party. "Confidential Information" as used in this Agreement means information identified by either Party as "Confidential" and/or "Proprietary," or information that, under the circumstances, ought reasonably to be treated as confidential and/or proprietary.

and its successors and assigns. The Contributor may not assign any of its rights or obligations hereunder without the prior written consent of IEEE.

Force Majeure

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

Management

The Contributor further agrees that the conditions, rules and regulations of IEEE are made a part of this Agreement, and that said Contributor agrees to be bound by each and all of these rules and regulations, and that IEEE shall have the full power to interpret, amend and enforce all rules and regulations in the best interest of the Event.

Miscellaneous

This Agreement shall be governed by the laws of the State of New York. This Agreement contain the entire agreement between the Parties and supersede all prior and contemporaneous agreements, arrangements, negotiations, and understandings between the Parties relating to the subject matter hereof. There are no other understandings, statements, or promises of inducement, oral or otherwise, contrary to the terms of this Agreement. The failure of either Party to require strict performance by the other Party of any provision hereof shall not affect the full right to require such performance at any time thereafter, nor shall the waiver by either Party of a breach of any provision hereof be taken or held to be a waiver of the provision itself. This Agreement shall be binding upon, and inure to the benefit of, IEEE