

# 2023 NAB SHOW NEW YORK CONTRACT



*This National Association of Broadcasters Contract (the “Contract”) comprises of the Acceptance Page, Terms of Contract, and Annexes, which are available upon request and are subject to change as determined by the National Association of Broadcasters.*

- I. The Acceptance Page identifies the licenses granted under the Contract.*
- II. The General Terms of Contract (GTC) stipulates the general terms and conditions applicable to the licenses NAB grants under the Contract.*
- III. The Specific Terms of Contract (STC) stipulates the specific terms and conditions for the following types of licenses regulated under the Contract: (i) Exhibit Space, (ii) Meeting Space, (iii) Shared Exhibit Space, (iv) Upgraded Listing, (v) Advertisement and (vi) Sponsorship.*

*This Contract pertains to the 2023 NAB SHOW NEW YORK (the “Event”). Under the Contract, the National Association of Broadcasters (“NAB”) acts as the manager of the Event. The Contracting Licensee identified on the Acceptance Page of this Contract is referred to as “Organization”. NAB and Organization are sometimes referred to herein individually as a “Party” and collectively as “Parties”.*

*Only Organization may exercise the rights and use the licenses contemplated under the Contract.*

*The Contract will become binding and enforceable upon its execution by both Parties and supersedes any and all prior written and oral agreements between the Parties pertaining to the Licenses at issue in the Contract. No modifications to any of the terms of this Contract will be permitted without a written agreement executed by NAB.*

**Acceptance Page**

<b>Section 1: Organization Details</b>	
<b>Organization Information</b>	
Name	
18-Digit ID	
Address Line 1	
Address Line 2	
City, State/Province, Zip/Postal Code	
Country/Region	
<b>Section 2: License Details</b>	
<b>License Type: Exhibit Space</b>	
<b>Specifications</b>	
Number	
Size (Sq.Ft.)	
<b>Fees</b>	
<b>License Fee</b>	
Price Type	
License Unit Cost	
License Fee Calculated Total	
License Fee Adjustment	
License Fee Total	
<b>Service Fee</b>	
Service Type	
Service Unit Cost	
Service Fee Calculated Total	
Service Fee Adjustment	
Service Fee Total	
<b>License Type: Meeting Space</b>	
<b>Specifications</b>	
Number	
Size (Sq.Ft.)	
<b>Fees</b>	
<b>License Fee</b>	
Price Type	
License Unit Cost	
License Fee Calculated Total	
License Fee Adjustment	
License Fee Total	

# 2023 NAB SHOW NEW YORK CONTRACT



<b>License Type: Shared Exhibit Space</b>	
<b>Specifications</b>	
Primary Exhibiting Organization	
Number	
Size (Sq.Ft.)	
<b>Fees</b>	
<b>License Fee</b>	
Price Type	
License Unit Cost	
License Fee Calculated Total	
License Fee Adjustment	
License Fee Total	
<b>License Type: Upgraded Listing</b>	
<b>Specifications</b>	
Upgraded Listing Package	
<b>Fees</b>	
<b>License Fee</b>	
License Fee Calculated Total	
License Fee Adjustment	
License Fee Total	
<b>License Type: Advertisement</b>	
<b>Specifications</b>	
Category	
Item	
<b>Fees</b>	
<b>License Fee</b>	
License Fee Calculated Total	
License Fee Adjustment	
License	
<b>License Type: Sponsorship</b>	
<b>Specifications</b>	
Category	
Item	
<b>Fees</b>	
<b>License Fee</b>	
License Fee Calculated Total	
License Fee Adjustment	
License Fee Total	

**2023 NAB SHOW NEW YORK  
CONTRACT**



**Section 3: Contract Execution**

**By NAB**

Signature	<i>Eric Trabb</i>
Name	Eric Trabb
Title	Senior Vice President, Chief Customer Success Officer
Date	

**By Organization**

Signature	
Name	
Title	
Date	

## GENERAL TERMS OF CONTRACT

### 1. PAYMENT OF FEES.

- A. License Fee Amount.** License Fees for all licenses granted under the Contract and detailed in the relevant STC Section.
- B. Service Fee Amount.** Service Fees for all licenses granted under the Contract and detailed in the relevant STC Section.
- C. License Fee Payment Schedule.** Organization will pay the applicable License Fee(s), as indicated on the Application Page and as specified in the relevant STC Section.
- D. Service Fee Payment Schedule.** Organization will pay the applicable Service Fee(s), as indicated on the Application Page and as specified in the relevant STC Section.
- E. NAB's Right to Modify the Fee Payment Schedules.** Parties agree that NAB reserves the right to modify the payment schedule provided herein or require the payment of License Fee and Service Fee in full based on Organization's previous payment or credit history with NAB.
- F.** Payments made under the Contract may be applied first to any outstanding balances from previous NAB events and the fees required for the items secured under the Contract may not be processed until all prior financial obligations have been met.
- G. Late Payment.** Organization will not be entitled to any of its rights under the GTC or STC Sections of the Contract until the License Fee(s) and Service Fee(s) are paid as specified herein. Organization acknowledges that the late payments, partial payments, or any checks or money orders marked as being Paid in Full or as being the settlement of any dispute may be accepted without forfeiting NAB's rights under the Contract or the law. If Organization submits payments that are unpaid by its bank, it will be placed on a cash basis. There will be a \$50 charge for all returned checks. Failure to make payments does not release Organization from any of its obligations under the Contract.
- H. No Payment.** Organization acknowledges that NAB can terminate the Contract in the event of Organization's failure to comply with its hereunder payment obligations in part or in full. Such termination will not relieve Organization from its payment obligations. NAB reserves the right to release the licenses subject to the Contract in case of late, non- or incomplete payment by Organization.
- I. Interest and Debt Collection Fees.** Organization accepts and agrees that if it does not meet all its financial obligations when due, Organization may be responsible for all outstanding debts and interest at the rate of 1.5% per month, compounded monthly, on all past-due balances hereunder at NAB's discretion which shall be based in part on the Parties' history and the circumstances surrounding Organization's failure to meet its financial obligations hereunder. Organization further agrees to pay, upon NAB's request, any collection fees and reasonable attorney fees in an amount not less than 33.3% of the unpaid principal and interest owed to NAB hereunder. If the above fees exceed the amount(s) allowed under the applicable law(s), then Organization will pay NAB the maximum amount allowed under law.

### 2. CANCELLATION.

- A. Cancellation Notice by Organization.** Organization may cancel the Contract by submitting a cancellation notice in writing addressed to Global Connections and Events delivered to 1 M Street, SE, Washington, DC, 20003, USA, Return Receipt Requested. The cancellation will become effective when approved by NAB.
- B. Cancellation of License by Organization.** Organization may be entitled to compensation for Organization's cancellation of the Contract pursuant to the relevant STC Section.
- C. Cancellation of Service by Organization.** Organization may be entitled to compensation for Organization's cancellation of the Service pursuant to the relevant STC Section.

### 3. CONTRACT SCOPE.

- A.** The Contract Scope refers to all licenses and services licensed under the Contract.
- B.** The in-person portion of the Event will take place at the location appointed by NAB (the "**Location**").
- C.** The digital portion of the Event will take place on the platform appointed by NAB (the "**Platform**").
- D.** Organization acknowledges and agrees that NAB, in its sole discretion, reserves the right to modify the Event at any time.

### 4. REDUCTION/INCREASE OF THE CONTRACT SCOPE.

- A.** Parties agree that all requests to modify the Contract Scope must be made in writing and must be verified by NAB. All such requests will become effective when approved by NAB. NAB reserves the right to decline any request to modify the Contract Scope in its own discretion without indicating a reason.
- B. Refund due to Reduced Licenses.** Reducing the Contract Scope may result in a reduction of associated costs and Organization may be entitled to a refund based on the same. Provided that NAB approves such request, the refund, if owed, for reduced Contract Scope requests is defined in the relevant STC Section.
- C. Refund due to Reduced Services.** Reducing the services associated with the Contract may constitute a reduction of associated costs, and Organization may be entitled to a refund. Provided that NAB approves such request; the refund, if owed, for reduced Contract Scope requests is defined in the relevant STC Section.

### 5. REAPPLICATION.

- A.** After Organization's cancellation of all or part of the Contract, Organization can re-apply on a first-come, first-served basis. Monies previously paid on account may be applied to the reapplication.
- B.** If the value of the Contract executed upon reapplication is less than the Contract canceled by Organization, Organization will pay a fee according to the schedule outlined in the applicable STC Section.

### 6. ASSIGNMENT OF THE CONTRACT.

- A.** In the absence of NAB's prior written consent, Organization cannot assign the Contract in whole or in part or transfer the usage rights of any services rendered or licenses granted by NAB to Organization under the Contract.
- B. Approved Assignee.** If NAB approves a requested assignment, the Assignee approved by NAB ("Approved Assignee") must enter a separate contract with NAB. Approved Assignee must be a corporate parent or subsidiary of Organization, or a subsidiary of Organization's parent corporation, and must provide NAB with written documentation of its relationship with Organization.

- C. Failure to Execute Separate Contract.** If the Approved Assignee fails to enter into a separate contract with NAB, NAB, at its sole discretion, may prevent the Approved Assignee's use of any rights and/or licenses provided and stop rendering of any services that are defined in the Contract.

**7. PROHIBITION ON DISPLAYING THIRD PARTY PRODUCTS**

- A.** Organization acknowledges that the Contract Scope is exclusive to Organization's business, including Organization's products, goods and/or services, advertisements, commercials manufactured, posted, published, traded, and rendered by Organization in the regular course of its business. Organization is prohibited under the Contract from including third-party products, goods, commercials, or services that are not manufactured, traded, or rendered by Organization. Should an article of a third-party be required for the performance of the Contract, such article's involvement in the Contract Scope will be limited to its regular use.

**8. PROHIBITION ON DISTRIBUTION OF PUBLICATIONS AND COMMERCIAL MEDIA.**

- A.** Organization is prohibited from distributing commercial publications or other commercial media specifically directed to Event attendees in the absence of NAB's prior written consent.

**9. TERMINATION.**

- A. Breach by Organization.** Should Organization breach any provision of the Contract or the terms and conditions of the Location or the Platform or act in violation of applicable laws and/or governing regulations, NAB will notify Organization of its breach and demand its immediate cure.
- B. Consequences of Failure to Cure.** If Organization fails to immediately cure its breach upon its receipt of NAB's notification, NAB, at its own discretion, may elect to cease rendering the services provided to Organization under the Contract, terminate all of Organization's rights under the Contract, and cancel all licenses and services granted to Organization under the Contract ("Shut-down").
- C. Shut-down.** In the case of a Shut-down, Organization will not be eligible for a refund of any kind of fees paid by Organization to NAB under or concerning the performance of the Contract, and Organization will be responsible for any charges that may accrue related to the performance of the Contract and/or the Shut-down. Organization will lose all accumulated Priority Points and may be prohibited from participating in any future NAB event.
- D. Insolvency.** If Organization is insolvent or deemed to be or declared insolvent under applicable law, or unable, or admits inability to pay its due debts due to insolvency, NAB may terminate the Contract. Such termination will not release Organization from its obligations under the Contract.

**10. LIMITATION OF LIABILITY AND DAMAGES; INDEMNIFICATION.**

- A. Limitation of Damages.** Under no circumstances will NAB be liable to Organization for any consequential or incidental damages, including but not limited to loss of use or loss of profit. Organization waives any right to receive punitive damages. A person or entity who is not a party to the Contract will have no right to enforce any of its terms. Organization agrees to limit NAB's liability arising from NAB's professional acts, errors, or omissions such that the total liability of NAB will not exceed the total value of the Contract.
- B. Limitation of Liability.** NAB will not be liable for any losses, claims, damages, liabilities, expenses, actions, demands, proceedings, inquiries, investigations, judgments, decisions, or reports brought or threatened to be brought or entered or enforced or conducted against Organization because of, or arising directly or indirectly out of, the carrying out of the services under the Contract except to the extent that the same arises from NAB's willful misconduct.
- C.** NAB shall not be liable for any damages of any kind arising out of or relating to the use of or the inability to use the Platform, the Platform's content, software or links, including but not limited to damages caused by or related to errors, omissions, interruptions, defects, delays in operation or transmission, computer viruses or line failures. NAB shall not have any liability or responsibility for the performance or failure to perform of the Platform Host, or for any acts, omissions, or conduct of any user or other third party.
- D. Waiver of Legal Actions and/or Proceedings Against NAB and Associated Parties.** Organization covenants and agrees not to commence any legal action or proceedings or to make claims, demands, allegations of any nature whatsoever against NAB or NAB's officers, directors, agents, and/or employees except to the extent that the same arises from NAB's willful misconduct.
- E. Indemnification.** Without prejudice to any other right or remedy NAB may have, Organization will indemnify and keep indemnified NAB continuingly and each of its officers, directors, employees, and agents in full against all claims, liabilities, costs, expenses, attorney fees, damages, and losses (including any direct, indirect or consequential losses, loss of profit and loss of reputation), whether arising in tort (including negligence without limitation), in the Contract, or otherwise whether or not such losses were foreseeable or foreseen at the date of the Contract and all interest, penalties, legal costs (calculated on a full indemnity basis), and all other reasonable professional costs and expenses suffered or incurred by NAB arising out of or in connection with Organization's participation in the Event, performance under this Contract, using of the License, using of the Location, using of the Platform, including but not limited to any damages, injuries, losses to the Event or the Platform or to other organizations, individuals present in the Location, individuals present on or using the Platform, and due to occurrences both in physical space and/or cyberspace. The Indemnification extends to the acts and omissions of Organization's agents, officers, directors, employees, guests, or invitees.
- F. Definition of Willful Misconduct.** Under the Contract, willful misconduct occurs when a party intentionally acts or fails to act, knowing that their conduct would result in injury or damage.
- G. Waiver for the Right of Subrogation.** Organization hereby agrees to waive the right of subrogation by its insurance carriers to recover losses sustained under its insurance contract, including but not limited to real, digital, and personal property.
- H. No Insurance by the Location or the Platform.** Organization acknowledges that neither NAB, nor the Location, nor the Platform, maintain insurance covering Organization's property, personnel, and/or Event attendees, and it is the responsibility of Organization to obtain such insurance.

**11. INTELLECTUAL PROPERTY RIGHTS/MUSIC LICENSING.**

- A. Intellectual Property Licensing.** Organization agrees and acknowledges that it will comply with all Intellectual Property Rights ("IPR") and copyright restrictions applicable to Organization and the Platform including but not limited to, any music performance agreement between NAB and ASCAP, BMI, SESAC, and/or GMR for meetings, conventions, trade shows, and/or expositions. Organization further agrees and

acknowledges that it will obtain any additional permission, license, or grant of authority required of Organization under the IPR or copyright laws and be prepared to present NAB with a copy of such license or grant no less than thirty (30) days before the start of the Event.

- B. Indemnification.** Organization will indemnify, hold harmless, and defend NAB and each of its officers, directors, employees, and agents against any claims, damages, losses, or expenses, including reasonable attorney's fees and costs, arising out of or related to its failure to perform the preceding GTC Section 11.A. Organization will contact NAB for assistance in protecting its own IPR.

## 12. LICENSE RELATIONSHIP.

- A.** The legal relationship between NAB and Organization constitutes a non-assignable license relationship (except as otherwise provided herein) that grants Organization the use of the Contract Scope for organization's participation in the event. The Contract does not form any kind of partnership agreement, employment agreement, or joint venture between Parties.
- B. Licensed Rights.** The License(s) granted in the Contract Scope and any other usage rights granted to Organization under the Contract will, from time to time, be referred to as the "Licensed Rights" under the Contract.

## 13. PROTECTION OF THE EVENT.

- A.** NAB reserves the right to take any action whatsoever, in its sole judgment, that is reasonably necessary for the protection of NAB, NAB's members, the Event, and/or the Event's participants, including but not limited to exhibitors, sponsors, advertisers, and/or attendees.

## 14. NO REPRESENTATION AS TO ATTENDANCE.

- A.** NAB makes no representation or warranties for the demographic nature and/or volume of exhibitors, sponsors, advertisers, press, and/or attendees at the Event.

## 15. FORCE MAJEURE.

- A. Definition of Force Majeure Event.** As used in the Contract, "Force Majeure Event" means the occurrence of any (or any combination) of the following events or circumstances, which (or any of the consequences of which): (i) are beyond the reasonable control of NAB; (ii) could not have been prevented by the exercise of reasonable care and skill; (iii) impair the ability of NAB to perform and comply with its obligations under the Contract or the validity, legality, or enforceability of the Contract; (iv) impair the ability of the Event to proceed as scheduled and/or as conceived; and/or (v) are not attributable to NAB's breach of the Contract or an NAB subcontractor's breach or non-performance of its subcontract and will include the following events or any other event whether similar or dissimilar of the following:

- I.** national strike, lock-out or any other industrial action or labor dispute;
- II.** an act of war (whether declared or undeclared), invasion, armed conflict, the act of a foreign enemy, blockade, embargo, revolution, riot, insurrection, civil commotion, sabotage, terrorism, or the threat of sabotage or terrorism;
- III.** software failure affecting the Platform;
- IV.** cyber espionage, ransomware attack, DDoS attack, hacktivism, advance persistent threats;
- V.** explosion, chemical or radioactive contamination or ionizing radiation, lightning, earthquake, tempest, flooding, fire, cyclone, hurricane, tornado, typhoon, tidal wave, whirlwind, volcanic eruption, and/or other extreme adverse weather or environmental condition, or action of the elements, meteorites, collision or impact by any vehicle, vessel or aircraft or objects falling from aircraft or other aerial devices or the occurrence of pressure waves caused by aircraft or other aerial devices traveling at supersonic speed;
- VI.** any act of God;
- VII.** act of government authority whether lawful or unlawful, compliance with any law or governmental order;
- VIII.** plagues, viral outbreaks, infectious disease, pandemic, epidemic, quarantine, public health emergency; and/or
- IX.** curfews, governmental restrictions on business, foreign and/or interstate trade, and/or international and/or interstate travel.

- B. Notification.** If the performance by a Party of any of its obligations under the Contract is affected by the occurrence of a Force Majeure Event, the "Affected Party" will promptly notify the other Party of the nature and extent thereof and keep the other Party informed of any Material developments relating to such Force Majeure Event.

- C. Mitigation of Adverse Effects.** The Affected Party will nevertheless use commercially practical endeavors to continue to perform its obligations under the Contract and to mitigate the adverse effects of the Force Majeure Event to the extent commercially practical.

- D. Termination due to Force Majeure.** In the event of the occurrence of a Force Majeure Event, the Parties will be relieved from their obligations under the Contract and the License and Service Fees paid to NAB by Organization, which have not been expended or contracted to be expended in payments to third parties, will be returned to Organization upon deduction of the prorated cost of overhead.

## 16. Right to Cancel for COVID-19 Related Public Health Crisis or Public Health Related Supervening Events Causing Commercial Impracticability.

- A.** The Parties acknowledge, recognize, and agree to the following:

- I.** NAB is a non-profit premier trade association for broadcasters. NAB's mission is to improve the quality and profitability of broadcasting, encourage content and technology innovation, and spotlight the essential and unique ways stations serve their communities. NAB performs the Event in pursuit of its goals to deliver value to the broadcasting industry through advocacy, education, and innovation, to foster innovation, and to create an unrivaled marketplace for new products, services, and ideas. The Event is a significant element of NAB's mission, and its performance is crucial for the industry as it supports the creation, distribution, management, and monetization of NAB's mission in support thereof.
- II.** However, at the time of the Contract's execution, COVID-19 is still a threat to human life and an impediment to business. There is no reliable information or data available to provide any reasonable expectation as to when the pandemic will likely subside. The fact that the federal government, the state, and the city of the Location keep the business open does not eliminate the

unforeseeability of COVID-19's adverse effects on the level of attendance and participation in the Event. Accordingly, Parties agree that COVID-19's future impacts on the Event's performance are still unforeseeable.

- III. Therefore, NAB reserves the right to cancel, Materially modify, or indefinitely postpone the Event without liability at any time if NAB, at its sole discretion, determines that COVID-19 or a public health-related supervening event renders the Event's performance commercially impractical. As explained under Section 16, by executing the Contract, Organization accepts and agrees that there is an existing risk that the Event may be canceled, Materially modified, or indefinitely postponed; and in that case, Organization will not be entitled to any remedies other than the reimbursements stipulated under the Contract.

- B. **Consequences of Cancellation under Section 16.** If NAB exercises its right under **GTC Section 16** and cancels or Materially modifies the Event without postponement resulting in the Contract's termination, NAB will refund Organization for the License Fee and the Service Fee, if applicable, as specified in the relevant STC Sections.

## 17. CANCELLATION DUE TO PUBLIC HEALTH-RELATED TRAVEL BAN.

- A. If Organization terminates the Contract as a result of Organization's inability to travel to the Event due to a public health-related travel ban by its local jurisdiction restricting the international travel of its representing Event attendees between October 24, 2023 and October 27, 2023, Organization will not be entitled to a full refund. Upon receipt of the termination notice, NAB, at its sole discretion, will refund Organization as specified in the relevant STC Section.

## 18. COVID-19 READINESS.

- A. Organization represents and warrants that Organization and its employees and contractors will follow the applicable guidelines, laws, and regulations by the CDC, the World Health Organization, the U.S. Department of Labor Occupational Safety and Health & Human Services, the U.S. Equal Employment Opportunity Commission, the state and the city of the Location, and any other laws and regulations aiming to protect Organization's employees, the Event attendees, and any other third party that will be visiting the Licensed Space.
- B. Organization will indemnify, hold harmless, and defend NAB and each of its officers, directors, employees, and agents against any claims, damages, losses, or expenses, including reasonable attorney's fees and costs, arising out of or related to any alleged COVID-19 claims relating to Organization's operations, as set out under the GTC Section 10.

## 19. OPERATIONS & GUIDELINES.

- A. Organization agrees to adhere to the Operations & Guidelines outlined in the relevant STC Section.

## 20. MATERIAL.

- A. Material as used in the Contract refers to the subject matter, form, size, wording, illustration, topography, and/or any and all specific design element of any of the licenses secured under the Contract. Material will be subject to the approval of NAB. NAB reserves the right to reject any Material.
- B. If NAB is unable to set any type or style requested, it may set to a type or style in its opinion most nearly corresponds thereto, and the Material may be submitted without submission of proof unless proof before insertion is requested on the face of the order. All typesetting will be billed at the current rates.
- C. Where Material furnished by Organization occupies more space than specified in the relevant STC Section, NAB will communicate with Organization for definite instructions. If NAB is unable to secure definite instructions from Organization, the Material will be omitted.
- D. No Material that emulates NAB editorial format or could be construed as NAB's endorsement of Organization's product or service will be accepted.
- E. NAB or its printer will keep the artwork for at least one (1) year. After this time, NAB reserves the right to destroy all artwork without notice to Organization. Upon written request from Organization, the artwork will be returned via regular mail unless other shipping arrangements are made at Organization's expense.
- F. Artwork must be received by deadlines specified by NAB. If artwork is not received in time, the artwork will not appear as scheduled. Organization, however, is still responsible for the payment of the License Fee.
- G. NAB has no obligation to archive the digital media for Event recordings.

## 21. ELIGIBILITY.

- A. NAB reserves the right to determine the eligibility of any company or product to participate in the Event. NAB can refuse any license contracted for herein if Organization's display of goods or services is not, in the sole opinion of NAB, compatible with the professional and educational character and objectives of the Event. In such an event, NAB will terminate the Contract and refund the License Fee less an administrative fee of \$500.00. If Organization's display of goods or services is not, in the sole opinion of NAB, compatible with the professional and educational character and objectives of the Event, NAB will terminate the Contract and retain 100% of the License Fee.

## 22. DISABILITY PROVISIONS.

- A. Organization acknowledges that it will have sole responsibility for ensuring that its activities within the Contract Scope are in full compliance with the Americans with Disabilities Act ("ADA") and any regulations under that Act and that Organization will ensure the accessibility of its Contract Scope License(s).
- B. Organization will indemnify, hold harmless, and defend NAB and each of its officers, directors, employees, and agents against any claims, damages, loss, or expense, including reasonable attorney's fees and costs, arising out of or related to any alleged ADA violation.

## 23. PROHIBITION ON RECORDING, BROADCASTING AND VIDEOTAPING.

- A. The Contract prohibits recording, broadcasting, and/or videotaping of the Event unless otherwise agreed to in writing and in advance by the Parties.
- B. Organization hereby grants NAB, its employees, agents, officers, directors, contractors, licensees, and assignees the irrevocable right to make photographs and audio/video recordings and reproduce, distribute, sell, transmit, stream, display, and publicly perform recordings, transcriptions and derivative works in any medium containing the image of the Contract Scope, designated to the use of Organization, equipment and/or image and statements of its officers, employees, agents, and invitees in and during the Event.

## 24. MISCELLANEOUS.



- A. Remedies and Waivers.** No failure to exercise, nor any delay in exercising, on the part of any Party of any power, right, or remedy under the Contract will operate as a waiver, nor will any single or partial exercise of any right or remedy prevent any further or other exercise or the exercise of any other right or remedy. The rights and remedies provided in the Contract are cumulative and not exclusive of any rights or remedies provided by law.
- B. Partial Invalidity.** If any provision of the Contract is or becomes illegal, invalid, or unenforceable in any respect under any law of any jurisdiction, neither the legality, validity, or enforceability of the remaining provisions nor the legality, validity or enforceability of such provision under the law of any other jurisdiction will in any way be affected or impaired.
- C. Governing Law.** The Contract and any non-contractual obligations arising out of or in connection with it will be governed by and construed under laws of the District of Columbia.
- D. Dispute Resolution.** Upon the failure of the Parties' attempt for an amicable settlement, any controversy or claim arising out of or relating to the Contract or the breach thereof will be settled by arbitration administered by the American Arbitration Association ("AAA") under its Commercial Arbitration Rules. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The dispute will be heard and determined in the District of Columbia by one arbitrator appointed by the AAA. The losing party will bear all the costs of the arbitration, including the reasonable attorney and expert fees. To the extent permissible by the applicable law, the Parties hereby waive any rights to appeal the arbitral award.
- E. Entire Agreement.** This Contract supersedes and replaces any and all previous documents, correspondence, conversations, or other written or oral understandings related to the subject matter of this Contract. The Contract constitutes the entire agreement between NAB and Organization and cannot be modified orally, by phone, or by email in the absence of NAB's written approval.
- F. Headings.** The headings contained in the Contract are for reference purposes only and shall not limit or otherwise affect in any way the meaning or interpretation of the Contract.
- G. Notices.** Notices under the Contract will be deemed to have been delivered and effective for all purposes on the date of their delivery or, if delivery is not accepted by Organization, on the date of their attempted delivery to the postal address, email address, facsimile number provided by Organization in the Contract. The address of any party hereto may be changed by a notice in writing given under the provisions hereof. Notices of breach will be served by email. The filing of formal claims, actions, or litigation against must be served under applicable laws for service of process.
- H. OSHA Regulations.** Organization's operations within the Contract Scope will be in strict compliance with OSHA regulations.

## STC I

### EXHIBIT LICENSE SPECIFIC TERMS OF CONTRACT

#### 1. PAYMENT OF FEES.

- A. Exhibit License Fee.** The License Fee is the Total Exhibit License Fee listed on the Acceptance Page of the Contract. **Exhibit Service Fee.** The Exhibit Service Fee is the Total Service Fee listed on the Acceptance Page of the Contract.
- B. License Fee Payment Schedule.** The License Fee will be paid as shown below:
- I. 25% of the License Fee due on November 14, 2022;
    1. If this Contract's Execution Date is after November 14, 2022, 25% of the License Fee will be due on the Execution Date.
  - II. 25% of the License Fee due on December 1, 2022; and
    1. If this Contract's Execution Date is after December 1, 2022, 50% of the License Fee will be due on the Execution Date.
  - III. 50% of the License Fee due on March 6, 2023.
    1. If this Contract's Execution Date is after March 6, 2023, the full License Fee will be due on the Execution Date.

#### 2. CANCELLATION.

- A. Cancellation of License by Organization.** The License Fee refund (less any credits issued by NAB to Organization following the cancellation of a prior NAB event and applied towards Organization's License Fee) will be calculated as follows:
- I. 50% refund less any credits issued by NAB to Organization following the cancellation of a prior NAB event and applied towards Organization's License Fee if the cancellation notice is received on or before June 1, 2023; and
  - II. No refund if the cancellation notice is received after June 1, 2023.

#### 3. EXHIBIT SPACE LICENSE SCOPE.

- A.** The Exhibit Space License Order and associated Exhibit Space Service Order is defined in the 2023 NAB Show New York Space Contracting & Offerings Guide.
- B.** The area licensed to Exhibitor under the Exhibit Space License Order will comprise the "Exhibit".

#### 4. Right to Cancel for COVID-19 Public Health Crisis or Public Health Related Supervening Events Causing Commercial Impracticability.

- A. NAB's Cancellation of the Event under GTC Section 16.** Organization's License Fee will be refunded exclusive of credits as follows. If cancellation occurs:
- I. On or before August 8, 2023, Organization will be refunded 70% of the License Fee;
  - II. On or before September 8, 2023, Organization will be refunded 66% of the License Fee; and
  - III. After September 8, 2023, Organization will be refunded 34% of the License Fee.

#### 5. CANCELLATION DUE TO PUBLIC HEALTH-RELATED TRAVEL BAN.

- A. Organization's Cancellation of the Contract under GTC Section 17.** Organization will be refunded for the License Fee as follows. If cancellation occurs:
- I. On or before September 30, 2023, Organization will be refunded 70% of the License Fee;
  - II. On or before October 10, 2023, Organization will be refunded 66% of the License Fee; and
  - III. After October 10, 2023, Organization will be refunded 34% of the License Fee.

#### 6. OPERATIONS & GUIDELINES.

- A. Installation.** Organization acknowledges that the Exhibit installation in the Location depends on the location of Organization's Exhibit. Target move-in dates and regulations are published in the 2023 NAB SHOW NEW YORK Exhibit Manual. The exhibit materials should not arrive at the Location earlier than the date scheduled in the 2023 NAB SHOW NEW YORK Exhibit Manual for Organization's location.
- B. Dismantling.** Organization agrees that the display must not be dismantled or packed in preparation for removal prior to the official closing time on October 26, 2023; and that every Exhibit must be fully staffed and operational during the entire Event. The dismantling of displays begins at the official closing time on October 26, 2023 and continues according to the schedule outlined in the 2023 NAB SHOW NEW YORK Exhibit Manual and/or the Event notices. At the end of the designated dismantling time, all the Exhibit displays or materials left in the Exhibit without instructions will be packed, shipped or discarded at the discretion of NAB, and all charges will be charged to Organization, will lose all accumulated Priority Points.
- C. The Character of Exhibits.** Organization agrees and accepts the following: The general rule of the Exhibit Floor is "be a good neighbor." No exhibits that interfere with the use of or access to other exhibits or impede access and free use of the aisle will be permitted. Organization employees and booth personnel, including demonstrators, distributors of printed materials, hostesses, and models are required to confine their activities within Organization's Exhibit. Apart from the specific display space for which an Organization has contracted with NAB, no part of the Location and its grounds may be used by any organization other than NAB for display purposes of any kind or nature without written permission of NAB. Within the convention center property, Organization brand or company logos, signs, and trademark displays will be limited to the official Exhibit only and any official banner or signage purchased from NAB.
- I. **Attire.** Representatives should be attired to maintain the professional and business-like atmosphere of the Event.
  - II. **Sound.** Video and audio productions relating to Organization's equipment will be permitted, provided equipment and screen are located set back from all aisles, and all viewers/listeners stand or sit within the Exhibit. The sound should not be audible in the aisles or neighboring booths. Sound systems will be permitted if tuned to a conversational level. Sound levels within Organization's Exhibit must comply with OSHA regulations, and sound levels emanating from Exhibit will not exceed eighty (80) dB when measured by NAB from the center of any adjacent aisle. No singing, dancing, or use of musical instruments or other types of performance is permitted.
  - III. **Lighting.** In the best interest of the Event, NAB reserves the right to restrict the use of glaring lights or light effects. The use of flashing electric signs, lights, or lasers is not permitted without prior written approval from NAB.

- IV. Booth Exteriors.** The exterior of any display cabinet or structure facing a side aisle or adjacent Organization's Exhibit must be suitably decorated at Organization's expense.
- V. Noise and Odors.** In fairness to all Organizations, no noisy or obstructive activity will be permitted during Event hours, nor will noisily operating displays, or exhibits producing odors be allowed. Loud machinery should only be operated for reasonable periodic demonstrations
- VI. Contests.** No lotteries, drawings, or contests of any type are permitted in the Exhibit and Exhibit surrounding area without written advance approval from NAB. Those seeking permission must provide evidence that the proposed events comply with governing law and indemnify, defend, and hold harmless NAB and its affiliated parties and persons from claims of any nature arising therefrom.
- VII. Gifts.** Gifts, prizes, products, or services not directly related to the educational display of Organization's Exhibit may not be sold to attendees by Organization.
- D. Exhibit Construction Guidelines.** Organization agrees that the display material (including showcases, display or storage cabinets, electrical fixtures, wire, conduits, etc.) must adhere to the Exhibit Construction Guidelines outlined in the 2023 NAB SHOW NEW YORK Exhibit Manual. However, these rules do not apply to machinery and equipment placed in a position comparable to actual utilization. Organization acknowledges that NAB may require the rearrangement or alteration of any exhibiting violation of the Exhibit Construction Guidelines. In such an event, Organization will be liable for any cost incurred.
- E. Positioning Equipment in Relation to Aisle.** Organization agrees that to ensure the safety of all Event participants, Organization will position the machinery and equipment in a manner that no portion is closer than twelve (12) inches from any aisle.
- F. Location/Relocation of Exhibits.** Organization acknowledges that NAB reserves the right to locate and/or alter the location of exhibits, at its sole discretion, in the best interest of the Show. Organization agrees that it will not bring any claims including but not limited to breach of contract/torts/unjust enrichment claims against NAB, or any of its officers, directors, employees, and/or agents regarding its or any other Organization's/vendor's/contractor's location at the Event.
- G. Prohibition on off-Site Activities and Exhibits/Outboarding.** Organization agrees not to exhibit its products/services outside the official Location during the official Event hours without prior approval from NAB. Organization further agrees not to conduct any presentation or demonstration-related activities that would induce attendees to leave the official NAB Location during official Event hours. Organization's acting otherwise may, at NAB's discretion, result in termination of the Contract and in Organization's liability to reimburse NAB. Any entity not participating in the Event but holding an exhibit, display, or demonstration in the city and state of the Location between October 25-26, 2023, will lose any and all accumulated Space Selection Priority Points.
- H. Exhibitor Insurance.** In accordance with the Industry standard, Organization agrees to procure and maintain at its sole cost and expense, through the term of this Contract, comprehensive General Liability Insurance against claims for bodily injury or death and property damage and loss occurring in or upon, or resulting from, arising out of or related to the premises leased by NAB. Such insurance will include contractual liability and product liability coverage, with a minimum of \$1,000,000 per occurrence/\$2,000,000 aggregate coverage. Such insurance will name NAB and the Facility therein as an additional insured (with no limitations), and Organization will upon request provide NAB with a certificate so indicating. Organization's Workers Compensation and Occupational Disease insurance will be in full compliance with all federal and state laws, covering all Organization's employees engaged in the performance of any work for Organization. All property of Organization is understood to remain under its custody and control in transit to, during the Event, and from the confines of the hall.
- I. Exhibitor-Appointed Contractors (EACs) Insurance.** Organization agrees and acknowledges that it is responsible for the utilization of the EAC's insurance. The EAC(s) will procure and maintain at its/their sole cost and expense, through the term of the Event the requested insurance coverage and supply NAB with a properly completed Certificate of Insurance as described in the 2023 NAB SHOW NEW YORK Exhibit Manual. Organization will indemnify, hold harmless, and defend NAB and each of its officers, directors, employees, and agents against any claims, damages, loss or expense, including reasonable attorney's fees and costs, arising out of or related to the failure of Organization's EAC to acquire or provide the requested insurance coverage.
- J. Damage to Property.** Organization will be responsible for any damage Organization causes to the property including but not limited to the Location's facilities, furniture, equipment, building floors, walls or columns; and the property belonging to Organizations.
  - I. Prohibited Actions.** Organization is prohibited from applying paint, lacquer, adhesives, stickers, or other coatings to the Location; and Organization acknowledges that helium balloons larger than thirty-six (36) inches in diameter are allowed provided that they anchored to Organization's Exhibit; and that no helium balloons will be permitted for giveaway or sale.
- K. Fire Regulations.** Organization agrees to the following:
  - I.** There will be no flammable materials, as defined in the applicable law and rules and regulations of the Location, including decorative material and equipment covers, will be permitted within the Event area or within Organization's Exhibit.
  - II.** All fabrics used in the Exhibit must be flame proofed or treated with aflame-retardant solution to meet requirements of the standard flame test as provided in the code for the county of the Location for fire prevention.
  - III.** Electrical signs and equipment must be wired to meet the specifications of Underwriters Laboratories.
  - IV.** Fire protection equipment, fire hoses, extinguishers and sprinkler controls must be visible and accessible at all times, whether inside or outside Organization's Exhibit.
  - V.** There will be no storage of any kind is allowed behind the back drapes or in the Exhibit, and all cartons, crates, containers, and packaging materials will be stored by the Official Service Contractor. The storage within the Exhibit is limited to up to one day's supply of operational materials.

- VI.** All aisles, corridors, exit areas, and exit stairways must be maintained at their required width at all times that the Event is open; and there will be no obstruction such as chairs, tables, displays or other materials that may protrude into the aisles. Organization further agrees and acknowledges that it is charged with knowledge of all laws, ordinances, and regulations on health, fire prevention, and public safety while participating in the Event and that Organization's compliance with such laws is mandatory and Organization's sole responsibility.
- L. Security.** Organization acknowledges that it is responsible for the security of the Exhibit and or the Hospitality Suite or any other area that is a license to the use of Organization under the scope of the Contract. Organization agrees that it will make security arrangements to protect its sensitive or valuable items. Organization is solely responsible for obtaining insurance to cover the respective risk.
- M. Food Service.** Organization agrees that all arrangements for food and beverage service must be made with the caterer at the Location.
- N. Union Labor.** Organization agrees that it will observe relevant contracts in effect between Official Service Contractors, the Location, and labor organizations. Labor jurisdictions will be outlined in 2023 NAB SHOW NEW YORK Exhibit Manual.
- O. Artwork Deadline.** Organization agrees that the advertisement material must be received and approved by NAB according to the dates outlined in the **2023 NAB SHOW NEW YORK Exhibit Manual**. Organization acknowledges that NAB may require the rearrangement, alteration, or cancellation of any advertisement in violation of the Exhibit Guidelines. In such an event, Organization will be liable for any cost incurred.
- P. Graphic Guidelines.** Upon receipt of the signed contract, NAB Exhibit Services will send the artwork specs, guidelines, and submission instructions. Contact NAB Exhibit Services with any questions.

**STC II**

**MEETING LICENSE SPECIFIC TERMS OF CONTRACT**

**1. PAYMENT OF FEES.**

**A. Meeting License Fee.** The Meeting License Fee is the Total Meeting License Fee listed on the Acceptance Page of the Contract.

**B. Meeting License Fee Payment Schedule.** The Meeting License Fee will be paid as shown below:

I. 100% of the License Fee due on June 30, 2023.

1. If this Contract's Execution Date is after June 30, 2023, the total amount of the License Fee will be due on the Execution Date.

**2. CANCELLATION.**

**A. Cancellation of License by Organization.** The Meeting License Fee less any credits issued by NAB to Organization following the cancellation of a prior NAB event and applied towards Organization's Meeting License will be refunded as follows:

I. 50% refund if the cancellation notice is received on or before August 1, 2023; and

II. No refund if the cancellation notice is received after August 1, 2023.

**3. MEETING LICENSE SCOPE.**

**A.** The License Order is defined in the 2023 NAB SHOW NEW YORK Space Contracting & Offerings Guide annex hereto.

**B.** The area licensed to Exhibitor under the License Order will be the "Exhibit".

**4. Right to Cancel for COVID-19 Public Health Crisis or Public Health Related Supervening Events Causing Commercial Impracticability.**

**A. NAB's Cancellation of the Event under GTC Section 17.** Organization will be refunded for the License Fee as follows. If cancellation occurs:

I. On or before August 8, 2023, Organization will be refunded 70%;

II. On or before September 8, 2023, Organization will be refunded 66%; and

III. After September 8, 2023, Organization will be refunded 34%.

**5. CANCELLATION DUE TO PUBLIC HEALTH-RELATED TRAVEL BAN.**

**A. Organization's Cancellation of the Contract under GTC Section 18.** Organization will be refunded for the License Fee as follows. If cancellation occurs:

I. On or before September 30, 2023, Organization will be refunded 70%;

II. On or before October 10, 2023, Organization will be refunded 66%; and

III. After October 10, 2023, Organization will be refunded 34%.

**6. OPERATIONS & GUIDELINES.**

**A. Installation.** Organization acknowledges that the Exhibit installation in the Location depends on the location of Organization's Exhibit. Target move-in dates and regulations are published in the 2023 NAB SHOW NEW YORK Exhibit Manual. The exhibit materials should not arrive at the Location earlier than the date scheduled in the 2023 NAB SHOW NEW YORK Exhibit Manual for Organization's location.

**B. Dismantling.** Organization agrees that the display must not be dismantled or packed in preparation for removal prior to the official closing time on October 25, 2023; and that every Exhibit must be fully staffed and operational during the entire Event. The dismantling of displays begins at the official closing time on October 25, 2023 and continues according to the schedule outlined in the 2023 NAB SHOW NEW YORK Exhibit Manual and/or the Event notices. At the end of the designated dismantling time, all the Exhibit displays or materials left in the Exhibit without instructions will be packed, shipped or discarded at the discretion of NAB, and all charges will be charged to Organization, will lose all accumulated Priority Points.

**C. The Character of Exhibits.** Organization agrees and accepts the following: The general rule of the Exhibit Floor is "be a good neighbor." No exhibits that interfere with the use of or access to other exhibits or impede access and free use of the aisle will be permitted. Organization employees and booth personnel, including demonstrators, distributors of printed materials, hostesses, and models are required to confine their activities within Organization's Exhibit. Apart from the specific display space for which an Organization has contracted with NAB, no part of the Location and its grounds may be used by any organization other than NAB for display purposes of any kind or nature without written permission of NAB. Within the Location, Organization brand or company logos, signs, and trademark displays will be limited to the official Exhibit only and any official banner or signage purchased from NAB.

**I. Attire.** Representatives should be attired to maintain the professional and business-like atmosphere of the Event.

**II. Sound.** Video and audio productions relating to Organization's equipment will be permitted, provided equipment and screen are located set back from all aisles, and all viewers/listeners stand or sit within the Exhibit. The sound should not be audible in the aisles or neighboring booths. Sound systems will be permitted if tuned to a conversational level. Sound levels within Organization's Exhibit must comply with OSHA regulations, and sound levels emanating from Exhibit will not exceed eighty (80) dB when measured by NAB from the center of any adjacent aisle. No singing, dancing, or use of musical instruments or other types of performance is permitted.

**III. Lighting.** In the best interest of the Event, NAB reserves the right to restrict the use of glaring lights or light effects. The use of flashing electric signs, lights, or lasers is not permitted without prior written approval from NAB.

**IV. Booth Exteriors.** The exterior of any display cabinet or structure facing a side aisle or adjacent Organization's Exhibit must be suitably decorated at Organization's expense.

**V. Noise and Odors.** In fairness to all Organizations, no noisy or obstructive activity will be permitted during Event hours, nor will noisily operating displays or exhibits producing odors be allowed. Loud machinery should only be operated for reasonable periodic demonstrations

**VI. Contests.** No lotteries, drawings, or contests of any type are permitted in the Exhibit and Exhibit surrounding area without written advance approval from NAB. Those seeking permission must provide evidence that the proposed events comply with governing law and indemnify, defend, and hold harmless NAB and its affiliated parties and persons from claims of any nature arising therefrom.

- VII. Gifts.** Gifts, prizes, products, or services not directly related to the educational display of Organization's Exhibit may not be sold to attendees by Organization.
- D. Exhibit Construction Guidelines.** Organization agrees that the display material (including showcases, display or storage cabinets, electrical fixtures, wire, conduits, etc.) must adhere to the Exhibit Construction Guidelines outlined in the 2023 NAB SHOW NEW YORK Exhibit Manual. However, these rules do not apply to machinery and equipment placed in a position comparable to actual utilization. Organization acknowledges that NAB may require the rearrangement or alteration of any exhibiting violation of the Exhibit Construction Guidelines. In such an event, Organization will be liable for any cost incurred.
- E. Positioning Equipment in Relation to Aisle.** Organization agrees that to ensure the safety of all Event participants, Organization will position the machinery and equipment in a manner that no portion is closer than twelve (12) inches from any aisle.
- F. Location/Relocation of Exhibits.** Organization acknowledges that NAB reserves the right to locate and/or alter the location of exhibits, at its sole discretion. Organization agrees that it will not bring any claims, including, but not limited to, breach of contract/torts/unjust enrichment claims against NAB, or any of its officers, directors, employees, and/or agents regarding its or any other Organization or party's location at the Event.
- G. Prohibition on off-Site Activities and Exhibits/Outboarding.** Organization agrees not to exhibit its products and/or services outside the Location during the official Event hours without prior approval from NAB. Organization further agrees not to conduct any presentation or demonstration-related activities that would induce attendees to leave the Location during official Event hours. Organization's acting otherwise may, at NAB's discretion, result in termination of the Contract and in Organization's reimbursement to NAB. Any entity not participating in the Event but holding an exhibit, display, or demonstration in the city and state of the Location between October 25-26, 2023 will lose any and all accumulated Space Selection Priority Points.
- H. Exhibitor Insurance.** In accordance with the Industry standard, Organization agrees to procure and maintain at its sole cost and expense, through the term of this Contract, comprehensive General Liability Insurance against claims for bodily injury or death and property damage and loss occurring in or upon, or resulting from, arising out of or related to the premises leased and/or licensed by NAB. Such insurance will include contractual liability and product liability coverage, with a minimum of \$1,000,000 per occurrence/\$2,000,000 aggregate coverage. Such insurance will name NAB and the Facility therein as an additional insured (with no limitations), and Organization will upon request provide NAB with a certificate so indicating. Organization's Workers Compensation and Occupational Disease insurance will be in full compliance with all federal and state laws, covering all Organization's employees engaged in the performance of any work for Organization. All property of Organization is understood to remain under its custody and control in transit to, during the Event, and from the confines of the Location.
- I. Exhibitor-Appointed Contractors ("EAC") Insurance.** Organization agrees and acknowledges that it is responsible for the utilization of the EAC insurance. The EAC will procure and maintain at its/their sole cost and expense, through the term of the Event the requested insurance coverage and supply NAB with a properly completed Certificate of Insurance as described in the 2023 NAB SHOW NEW YORK Exhibit Manual. Organization will indemnify, hold harmless, and defend NAB and each of its officers, directors, employees, and agents against any claims, damages, loss or expense, including reasonable attorney's fees and costs, arising out of or related to the failure of Organization's EAC to acquire or provide the requested insurance coverage.
- J. Damage to Property.** Organization will be responsible for any damage Organization causes to the Location including but not limited to the Location's facilities, furniture, equipment, building floors, walls, and/or columns; and the property belonging to Organization.
- I. Prohibited Actions.** Organization is prohibited from applying paint, lacquer, adhesives, stickers, and/or other coatings to the Location. Organization acknowledges that helium balloons larger than thirty-six (36) inches in diameter are allowed provided that they anchored to Organization's Exhibit and that no helium balloons will be permitted for giveaway or sale.
- K. Fire Regulations.** Organization agrees to the following:
- I.** There will be no flammable materials, as defined in the applicable law, rules, and regulations of the Location, including decorative material and equipment covers, will be permitted within the Event area or within Organization's Exhibit.
  - II.** All fabrics used in the Exhibit must be flame proofed or treated with a flame-retardant solution to meet requirements of the standard flame test as provided in the code for the county of the Location for fire prevention.
  - III.** Electrical signs and equipment must be wired to meet the specifications of Underwriters Laboratories.
  - IV.** Fire protection equipment, fire hoses, extinguishers, and sprinkler controls must be visible and accessible at all times, whether inside or outside Organization's Exhibit.
  - V.** No storage of any kind is allowed behind the back drapes or in the Exhibit and all cartons, crates, containers, and packaging materials will be stored by the Official Service Contractor. The storage within the Exhibit is limited to up to one day's supply of operational materials.
  - VI.** All aisles, corridors, exit areas, and exit stairways must be maintained at their required width at all times that the Event is open. There will be no obstruction such as chairs, tables, displays, or other materials that may protrude into the aisles. Organization further agrees and acknowledges that it is charged with knowledge of all laws, ordinances, and regulations on health, fire prevention, and public safety while participating in the Event and that Organization's compliance with such laws is mandatory and Organization's sole responsibility.
- L. Security.** Organization acknowledges that it is responsible for the security of the Exhibit and or the Hospitality Suite or any other area that is a license to the use of Organization under the Contract Scope. Organization agrees that it will make security arrangements to protect its sensitive or valuable items. Organization is solely responsible for obtaining insurance to cover the respective risk.
- M. Food Service.** Organization agrees that all arrangements for food and beverage service must be made with the caterer at the Location.

## 2023 NAB SHOW NEW YORK CONTRACT



- N. Union Labor.** Organization agrees that it will observe relevant contracts in effect between Official Service Contractors, the Location, and labor organizations. Labor jurisdictions will be outlined in 2023 NAB SHOW NEW YORK Exhibit Manual.
- O. Artwork Deadline.** Organization agrees that the advertisement material must be received and approved by NAB according to the dates outlined in the 2023 NAB SHOW NEW YORK Exhibit Manual. Organization acknowledges that NAB may require the rearrangement, alteration, or cancellation of any advertisement in violation of the Exhibit Guidelines. In such an event, Organization will be liable for any cost incurred.
- P. Graphic Guidelines.** Upon receipt of the signed contract, NAB Exhibit Services will send the artwork specs, guidelines, and submission instructions. Contact NAB Exhibit Services with any questions.

## STC III

### SHARED EXHIBIT LICENSE SPECIFIC TERMS OF CONTRACT

#### 1. PAYMENT OF FEES.

- A. **Shared Exhibit License Fee Amount.** The Shared Exhibit License Fee is the Total Shared Exhibit License Fee listed on the Acceptance Page of the Contract.
- B. **Shared License Fee Payment Schedule.** The License Fee will be paid in one installment.
  - I. 100% of the License Fee due on June 30, 2023 or at the time of execution if the Contract is executed after June 30, 2023.

#### 2. CANCELLATION.

- A. **Cancellation of License by Organization.** No License Fee refunds will be issued if Organization provides cancellation notice after August 1, 2023.

#### 3. SHARED EXHIBIT LICENSE SCOPE.

- A. The License Order is defined in the 2023 NAB SHOW NEW YORK Space Contracting & Offerings Guide.
- B. The area licensed to the Primary Exhibiting Organization under the License Order will be the "Exhibit".

#### 4. REDUCTION/INCREASE OF THE CONTRACT SCOPE.

- A. **Refunds due to Shared Exhibit License Fee Reduction.** There will be no refund of the License Fee if there is a reduction of Shared Exhibit License Scope.

#### 5. Right to Cancel for COVID-19 Public Health Crisis or Public Health Related Supervening Events Causing Commercial Impracticability.

- A. **NAB's Cancellation of the Event under GTC Section 16.** Organization will be refunded for the License Fee as follows. If cancellation occurs:
  - I. On or before August 8, 2023, Organization will be refunded 70%;
  - II. On or before September 8, 2023, Organization will be refunded 66%; and
  - III. After September 8, 2023, Organization will be refunded 34%.

#### 6. CANCELLATION DUE TO PUBLIC HEALTH-RELATED TRAVEL BAN.

- A. **Organization's Cancellation of the Contract under GTC Section 17.** Organization will be refunded for the License Fee as follows. If cancellation occurs:
  - I. On or before September 30, 2023, Organization will be refunded 70%;
  - II. On or before October 10, 2023, Organization will be refunded 66%; and
  - III. After October 10, 2023, Organization will be refunded 34%.

#### 7. OPERATIONS & GUIDELINES.

- A. **Installation.** Organization acknowledges that the Exhibit installation in the Location depends on the location of Organization's Exhibit. Target move-in dates and regulations are published in the 2023 NAB SHOW NEW YORK Exhibit Manual. The exhibit materials should not arrive at the Location earlier than the date scheduled in the 2023 NAB SHOW NEW YORK Exhibit Manual for Organization's location.
- B. **Dismantling.** Organization agrees that the display must not be dismantled or packed in preparation for removal prior to the official closing time on October 26, 2023; and that every Exhibit must be fully staffed and operational during the entire Event. The dismantling of displays begins at the official closing time on October 26, 2023 and continues according to the schedule outlined in the 2023 NAB SHOW NEW YORK Exhibit Manual and/or the Event notices. At the end of the designated dismantling time, all the Exhibit displays or materials left in the Exhibit without instructions will be packed, shipped or discarded at the discretion of NAB, and all charges will be charged to Organization, will lose all accumulated Priority Points.
- C. **The Character of Exhibits.** Organization agrees and accepts the following: The general rule of the Exhibit Floor is "be a good neighbor." No exhibits that interfere with the use of or access to other exhibits or impede access and free use of the aisle will be permitted. Organization employees and booth personnel, including demonstrators, distributors of printed materials, hostesses, and models are required to confine their activities within Organization's Exhibit. Apart from the specific display space for which an Organization has contracted with NAB, no part of the Location and its grounds may be used by any organization other than NAB for display purposes of any kind or nature without written permission of NAB. Within the convention center property, Organization brand or company logos, signs, and trademark displays will be limited to the official Exhibit only and any official banner or signage purchased from NAB.
  - I. **Attire.** Representatives should be attired to maintain the professional and business-like atmosphere of the Event.
  - II. **Sound.** Video and audio productions relating to Organization's equipment will be permitted, provided equipment and screen are located set back from all aisles, and all viewers/listeners stand or sit within the Exhibit. The sound should not be audible in the aisles or neighboring booths. Sound systems will be permitted if tuned to a conversational level. Sound levels within Organization's Exhibit must comply with OSHA regulations, and sound levels emanating from Exhibit will not exceed eighty (80) dB when measured by NAB from the center of any adjacent aisle. No singing, dancing, or use of musical instruments or other types of performance is permitted.
  - III. **Lighting.** In the best interest of the Event, NAB reserves the right to restrict the use of glaring lights or light effects. The use of flashing electric signs, lights, or lasers is not permitted without prior written approval from NAB.
  - IV. **Booth Exteriors.** The exterior of any display cabinet or structure facing a side aisle or adjacent Organization's Exhibit must be suitably decorated at Organization's expense.
  - V. **Noise and Odors.** In fairness to all Organizations, no noisy or obstructive activity will be permitted during Event hours, nor will noisily operating displays or exhibits producing odors be allowed. Loud machinery should only be operated for reasonable periodic demonstrations
  - VI. **Contests.** No lotteries, drawings, or contests of any type are permitted in the Exhibit and Exhibit surrounding area without written advance approval from NAB. Those seeking permission must provide evidence that the proposed events comply with governing law and indemnify, defend, and hold harmless NAB and its affiliated parties and persons from claims of any nature arising therefrom.
  - VII. **Gifts.** Gifts, prizes, products, or services not directly related to the educational display of Organization's Exhibit may not be sold to attendees by Organization.



- D. Exhibit Construction Guidelines.** Organization agrees that the display material (including showcases, display or storage cabinets, electrical fixtures, wire, conduits, etc.) must adhere to the Exhibit Construction Guidelines outlined in the 2023 NAB SHOW NEW YORK Exhibit Manual. However, these rules do not apply to machinery and equipment placed in a position comparable to actual utilization. Organization acknowledges that NAB may require the rearrangement or alteration of any exhibiting violation of the Exhibit Construction Guidelines. In such an event, Organization will be liable for any cost incurred.
- E. Positioning Equipment in Relation to Aisle.** Organization agrees that to ensure the safety of all Event participants, Organization will position the machinery and equipment in a manner that no portion is closer than twelve (12) inches from any aisle.
- F. Location/Relocation of Exhibits.** Organization acknowledges that NAB reserves the right to locate and/or alter the location of exhibits, at its sole discretion. Organization agrees that it will not bring any claims including but not limited to breach of contract/torts/unjust enrichment claims against NAB, or any of its officers, directors, employees, and/or agents regarding its or any other Organization's or party's location at the Event.
- G. Prohibition on off-Site Activities and Exhibits/Outboarding.** Organization agrees not to exhibit its products/services outside the official Location during the official Event hours without prior approval from NAB. Organization further agrees not to conduct any presentation or demonstration-related activities that would induce attendees to leave the official NAB Location during official Event hours. Organization's acting otherwise may, at NAB's discretion, result in termination of the Contract and in Organization's liability to reimburse NAB. Any entity not participating in the Event but holding an exhibit, display, or demonstration in the city and state of the Location between October 25-26, 2023, will lose any and all accumulated Space Selection Priority Points.
- H. Exhibitor Insurance.** In accordance with the industry standard, Organization agrees to procure and maintain at its sole cost and expense, through the term of this Contract, comprehensive General Liability Insurance against claims for bodily injury or death and property damage and loss occurring in or upon, or resulting from, arising out of or related to the premises leased or licensed by NAB. Such insurance will include contractual liability and product liability coverage, with a minimum of \$1,000,000 per occurrence/\$2,000,000 aggregate coverage. Such insurance will name NAB and the Facility therein as an additional insured (with no limitations), and Organization will upon request provide NAB with a certificate so indicating. Organization's Workers Compensation and Occupational Disease insurance will be in full compliance with all federal and state laws, covering all Organization's employees engaged in the performance of any work for Organization. All property of Organization is understood to remain under its custody and control in transit to, during the Event, and from the confines of the hall.
- I. Exhibitor-Appointed Contractors ("EAC") Insurance.** Organization agrees and acknowledges that it is responsible for the utilization of the EAC's insurance. The EAC(s) will procure and maintain at its/their sole cost and expense, through the term of the Event the requested insurance coverage and supply NAB with a properly completed Certificate of Insurance as described in the 2023 NAB SHOW NEW YORK Exhibit Manual. Organization will indemnify, hold harmless, and defend NAB and each of its officers, directors, employees, and agents against any claims, damages, loss or expense, including reasonable attorney's fees and costs, arising out of or related to the failure of Organization's EAC to acquire or provide the requested insurance coverage.
- J. Damage to Property.** Organization will be responsible for any damage Organization causes to the property including but not limited to the Location's facilities, furniture, equipment, building floors, walls, and/or columns; and the property belonging to Organizations.
- I. Prohibited Actions.** Organization is prohibited from applying paint, lacquer, adhesives, stickers, and/or other coatings to the Location. Organization acknowledges that helium balloons larger than thirty-six (36) inches in diameter are allowed provided that they are anchored to Organization's Exhibit and that no helium balloons will be permitted for giveaway or sale.
- K. Fire Regulations.** Organization agrees to the following:
- I.** There will be no flammable materials, as defined in the applicable law and rules and regulations of the Location, including decorative material and equipment covers, will be permitted within the Event area or within Organization's Exhibit.
  - II.** All fabrics used in the Exhibit must be flame proofed or treated with a flame-retardant solution to meet requirements of the standard flame test as provided in the code for the county of the Location for fire prevention.
  - III.** Electrical signs and equipment must be wired to meet the specifications of Underwriters Laboratories.
  - IV.** Fire protection equipment, fire hoses, extinguishers and sprinkler controls must be visible and accessible at all times, whether inside or outside Organization's Exhibit.
  - V.** No storage of any kind is allowed behind the back drapes or in the Exhibit, and all cartons, crates, containers, and packaging materials will be stored by the Official Service Contractor. The storage within the Exhibit is limited to up to one day's supply of operational materials.
  - VI.** All aisles, corridors, exit areas, and exit stairways must be maintained at their required width at all times that the Event is open; and there will be no obstruction such as chairs, tables, displays, and/or other materials that may protrude into the aisles. Organization further agrees and acknowledges that it is charged with knowledge of all laws, ordinances, and regulations on health, fire prevention, and public safety while participating in the Event and that Organization's compliance with such laws is mandatory and Organization's sole responsibility.
- L. Security.** Organization acknowledges that it is responsible for the security of the Exhibit and or the Hospitality Suite or any other area that is a license to the use of Organization under the Contract Scope. Organization agrees that it will make security arrangements to protect its sensitive or valuable items. Organization is solely responsible for obtaining insurance to cover the respective risk.
- M. Food Service.** Organization agrees that all arrangements for food and beverage service must be made with the caterer at the Location.

## 2023 NAB SHOW NEW YORK CONTRACT



- N. Union Labor.** Organization agrees that it will observe relevant contracts in effect between Official Service Contractors, the Location, and labor organizations. Labor jurisdictions will be outlined in 2023 NAB SHOW NEW YORK Exhibit Manual.
- O. Artwork Deadline.** Organization agrees that the advertisement material must be received and approved by NAB according to the dates outlined in the 2023 NAB SHOW NEW YORK Exhibit Manual. Organization acknowledges that NAB may require the rearrangement, alteration, or cancellation of any advertisement in violation of the Exhibit Guidelines. In such an event, Organization will be liable for any cost incurred.
- P. Graphic Guidelines.** Upon receipt of the signed contract, NAB Exhibit Services will send the artwork specs, guidelines, and submission instructions. Contact NAB Exhibit Services with any questions.

**STC IV**

**UPGRADED LISTING LICENSE SPECIFIC TERMS OF CONTRACT**

**1. PAYMENT OF FEES.**

**A. Upgraded Listing License Fee Amount.** The Upgraded Listing License Fee is the Total Upgraded Listing License Fee listed on the Acceptance Page of the Contract.

**B. Upgraded Listing License Fee Payment Schedule.** The License Fee will be paid in one installment on June 30, 2023. If this Contract's Execution Date is after June 30, 2023, the total amount of the License Fee will be due on the Execution Date.

**2. CANCELLATION.**

**A. Cancellation of License by Organization.** No refund will be issued if the cancellation notice is received after August 1, 2023.

**3. UPGRADED LISTING CONTRACT SCOPE.**

**A.** The License Order is defined in the 2023 NAB SHOW NEW YORK Media Kit.

**B.** The item(s) licensed to Exhibitor under the License Order will be the "License" or "Upgraded Listing".

**4. Right to Cancel for COVID-19 Public Health Crisis or Public Health Related Supervening Events Causing Commercial Impracticability.**

**A. NAB's Cancellation of the Event under GTC Section 16.** Organization will be refunded for the License Fee as follows. If cancellation occurs:

**I.** On or before August 8, 2023, Organization will be refunded 70%;

**II.** On or before September 8, 2023, Organization will be refunded 66%; and

**III.** After September 8, 2023, Organization will be refunded 34%.

**5. CANCELLATION DUE TO PUBLIC HEALTH-RELATED TRAVEL BAN.**

**A. Organization's Cancellation of the Contract under GTC Section 17.** Organization will be refunded for the License Fee as follows. If cancellation occurs:

**I.** On or before September 30, 2023, Organization will be refunded 70%;

**II.** On or before October 10, 2023, Organization will be refunded 66%; and

**III.** After October 10, 2023, Organization will be refunded 34%.

**6. OPERATIONS & GUIDELINES.**

**A. General.** Organization agrees to adhere to the rules and regulations outlined in the 2023 NAB SHOW NEW YORK Exhibitor Manual.

**B. Location/Relocation of Upgraded Listing.** Organization acknowledges that NAB and Property reserve the right to locate and/or alter the location of the upgraded listing, at its sole discretion. Organization agrees that it will not bring any claims including but not limited to breach of contract/torts/unjust enrichment claims against NAB, or any of its officers, directors, employees, and/or agents regarding its or any other Organization's or party's location at the Property.

**C. Prohibition on off-Site Activities and Exhibits/Outboarding.** Organization agrees not to exhibit its products and/or services outside the official Location during the official Event hours without prior approval from NAB. Organization further agrees not to conduct any presentation or demonstration-related activities that would induce attendees to leave the Location during official Event hours. Organization's acting otherwise may, at NAB's discretion, result in termination of the Contract and in Organization's reimbursement to NAB. Any entity not participating in the Event but holding an exhibit, display, or demonstration in the city and state of the Location between October 25-26, 2023 will lose any and all accumulated Space Selection Priority Points.

**D. Artwork Deadline.** Organization agrees that the advertisement material must be received and approved by NAB according to the dates outlined in the 2023 NAB SHOW NEW YORK Exhibitor Manual. Organization acknowledges that NAB may require the rearrangement, alteration, or cancellation of any advertisement in violation of the Upgraded Listing Guidelines. In such an event, Organization will be liable for any cost incurred.

**E. Graphic Guidelines.** Upon receipt of the signed contract, NAB Services will send the artwork specs, guidelines, and submission instructions. Contact NAB Services with any questions.

**STC V**

**ADVERTISEMENT LICENSE SPECIFIC TERMS OF CONTRACT**

**1. PAYMENT OF FEES.**

- A. Advertisement License Fee.** The Advertisement License Fee is the Total Advertisement License Fee listed on the Acceptance Page of the Contract.
- B. Advertisement License Fee Payment Schedule. The Advertisement License Fee will be paid in one installment.**
  - I. 100% of the License Fee due on June 30, 2023 or at the time of execution if the Contract is executed after June 30, 2023.

**2. CANCELLATION.**

- A. Cancellation of the Advertisement License by Organization.** No refund will be issued if the cancellation notice is received after June 30, 2023.

**3. ADVERTISEMENT LICENSE SCOPE.**

- A.** The Advertisement License Order is defined in the applicable 2023 NAB Show New York Advertisement Opportunities.
- B.** The item(s) licensed to Organization under the Advertisement License Order will be the "Advertisement License" or "Advertisement".

**4. RIGHT TO CANCEL FOR COVID-19 PUBLIC HEALTH CRISIS OR PUBLIC HEALTH RELATED SUPERVENING EVENTS CAUSING COMMERCIAL IMPRACTICABILITY.**

- A. NAB's Cancellation of the Event under GTC Section 16.** Organization's Advertisement License Fee will be refunded exclusive of credits as follows. If cancellation occurs:
  - I. On or before September 1, 2023, Organization will be refunded 100%
  - II. After September 1, 2023, there will be no refund of the Advertisement License Fee.

**5. CANCELLATION DUE TO PUBLIC HEALTH-RELATED TRAVEL BAN.**

- A. Organization's Cancellation of the Contract under GTC Section 17.** Organization will be refunded exclusive of credits for the Advertisement License Fee as follows. If cancellation occurs:
  - I. On or before September 30, 2023, Organization will be refunded 100%
  - II. After September 30, 2023, there will be no refund of the Advertisement License Fee.

**6. OPERATIONS & GUIDELINES.**

- A. General.** Organization agrees to adhere to the rules and regulations outlined in the applicable 2023 NAB Show New York Advertisement Confirmation Email.
- B. Location/Relocation of Advertisement.** Organization acknowledges that NAB and Property reserve the right to locate and/or alter the location of the advertisement, at its sole discretion, in the best interest of the Show. Organization agrees that it will not bring any claims including but not limited to breach of contract/torts/unjust enrichment claims against NAB, or any of its officers, directors, employees, and/or agents regarding its or any other Organization's/ vendor's/ contractor's location at the Property.
- C. Prohibition on off-Site Activities and Exhibits/Outboarding.** Organization agrees not to exhibit its products/services outside the official Location during the official Event hours without prior approval from NAB. Organization further agrees not to conduct any presentation or demonstration-related activities that would induce attendees to leave the official NAB Location during official Event hours. Organization's acting otherwise may, at NAB's discretion, result in termination of the Contract and in Organization's liability to reimburse NAB. Any entity not participating in the Event but holding an exhibit, display, or demonstration in the city and state of the Location between October 25-26, 2023, will lose any and all accumulated Space Selection Priority Points.
- D. Artwork Deadline.** Organization agrees that the advertisement material must be received and approved by NAB according to the dates outlined in the applicable 2023 NAB Show New York Advertisement Confirmation Email. Organization acknowledges that NAB may require the rearrangement, alteration, or cancellation of any advertisement in violation of the Advertisement Guidelines. In such an event, Organization will be liable for any cost incurred.
- E. Graphic Guidelines.** Upon receipt of the signed contract, NAB Services will send the artwork specs, guidelines, and submission instructions. Contact NAB Services with any questions.

**STC VI**

**SPONSORSHIP LICENSE SPECIFIC TERMS OF CONTRACT**

**1. PAYMENT OF FEES.**

- A. Sponsorship License Fee.** The Sponsorship License Fee is the Total Sponsorship License Fee listed on the Acceptance Page of the Contract.
- B. Sponsorship License Fee Payment Schedule.** The Sponsorship License Fee will be paid in one installment.
  - I. 100% of the Sponsorship License Fee is due on September 1, 2023 or at the time of execution if the Contract is executed after September 1, 2023.**

**2. CANCELLATION.**

- A. Cancellation of Sponsorship License by Organization.** No refund will be issued if the cancellation notice is received after September 1, 2023.

**3. SPONSORSHIP LICENSE SCOPE.**

- A.** The Sponsorship License Order is defined in the applicable 2023 NAB Show New York Sponsorship Opportunities.
- B.** The item(s) licensed to Organization under the Sponsorship License Order will be the "Sponsorship License" or "Sponsorship".

**4. REDUCTION/INCREASE OF THE SPONSORSHIP LICENSE SCOPE.**

- A. Refunds due to Sponsorship License Fee Reduction.** The Sponsorship License Fee refund is calculated based on the date the reduction request is confirmed.
  - I.** 100% of the Sponsorship License Fee will be refunded (less any credits issued by NAB to Organization following the cancellation of a prior NAB event and applied towards Organization's Sponsorship License Fee) if Organization's reduction notice is received and confirmed on or before September 1, 2023. Otherwise, there will be no refund of the Sponsorship License Fee.

**5. RIGHT TO CANCEL FOR COVID-19 PUBLIC HEALTH CRISIS OF PUBLIC HEALTH RELATED SUPERVENING EVENTS CAUSING COMMERCIAL IMPRACTICABILITY.**

- A. NAB's Cancellation of the Event under GTC Section 16.** Organization's Sponsorship License Fee will be refunded exclusive of credits as follows. If cancellation occurs:
  - I.** On or before September 1, 2023, Organization will be refunded 100%
  - II.** After September 1, 2023, there will be no refund of the Sponsorship License Fee.

**6. CANCELLATION DUE TO PUBLIC HEALTH-RELATED TRAVEL BAN.**

- A. Organization's Cancellation of the Contract under GTC Section 17.** Organization will be refunded exclusive of credits for the Sponsorship License Fee as follows. If cancellation occurs:
  - I.** On or before September 15, 2023, Organization will be refunded 100%; and
  - II.** After September 15, 2023, there will be no refund of the Sponsorship License Fee.

**7. OPERATIONS & GUIDELINES.**

- A. General.** Organization agrees to adhere to the rules and regulations outlined in the applicable 2023 NAB Show New York Sponsorship Confirmation Email.
- B. Location/Relocation of Sponsorship.** Organization acknowledges that NAB and Property reserve the right to locate and/or alter the location of the sponsorship, at its sole discretion, in the best interest of the Show. Organization agrees that it will not bring any claims including but not limited to breach of contract/torts/unjust enrichment claims against NAB, or any of its officers, directors, employees, and/or agents regarding its or any other Organization's/vendor's/contractor's location at the Property.
- C. Prohibition on off-Site Activities and Exhibits/Outboarding.** Organization agrees not to exhibit its products/services outside the official Location during the official Event hours without prior approval from NAB. Organization further agrees not to conduct any presentation or demonstration-related activities that would induce attendees to leave the official NAB Location during official Event hours. Organization's acting otherwise may, at NAB's discretion, result in termination of the Contract and in Organization's liability to reimburse NAB. Any entity not participating in the Event but holding an exhibit, display, or demonstration in the city and state of the Location between October 25-26, 2023 will lose any and all accumulated Space Selection Priority Points.
- D. Damage to Property.** Organization will be responsible for any damage Organization causes to the property including but not limited to the Location's facilities, furniture, equipment, building floors, walls or columns; and the property belonging to Organizations.
  - I. Prohibited Actions** Unless stated otherwise in the applicable 2023 NAB Show New York Sponsorship Confirmation Email, Organization is prohibited from applying paint, lacquer, adhesives, stickers, or other coatings to the Location.
- E. Additional Services.** Organization agrees that all arrangements for food and beverage service must be made with the caterer at the Location. Organization shall assume full responsibility for any damages incurred and payment for additional services including but not limited to food and beverage, audio visual, furniture rental and removal, business needs and other general services. NAB will not be responsible for additional services and charges.
- F. Artwork Deadline.** Organization agrees that the advertisement material must be received and approved by NAB according to the dates outlined in the applicable 2023 NAB Show New York Sponsorship Confirmation Email. Organization acknowledges that NAB may require the rearrangement, alteration, or cancellation of any advertisement in violation of the Sponsorship Guidelines. In such an event, Organization will be liable for any cost incurred.
- G. Graphic Guidelines.** Upon receipt of the signed contract, NAB Services will send the artwork specs, guidelines, and submission instructions. Contact NAB Services with any questions.