

2024 NCTA Conference Sponsorship and Exhibitor Agreement

Please read the below terms and conditions of your organization's participation as a Sponsor and/or Exhibitor at the National College Testing Association's 2024 Annual Conference (the "2024 NCTA Conference"). Organizations that sponsor the 2024 NCTA Conference are referred to as a "Sponsor." Organizations that exhibit at the 2024 NCTA Conference are referred to as a "Exhibitor."

1. Contract for Sponsorship

By signing and completing the 2024 NCTA Conference Sponsorship and Exhibitor Application (the "Application") and paying the applicable fees for the desired sponsorship level or exhibit space, if accepted and approved by NCTA in its sole discretion, Sponsor and/or Exhibitor is/are entering into a binding legal agreement with National College Testing Association, Inc. ("NCTA") that includes all of the terms and conditions set forth in (a) the Application, (b) the 2023 NCTA Sponsor and Exhibitor Packet (the "Prospectus"), (c) the NCTA 2023 Annual Conference Attendee Terms & Conditions (the "Attendee Terms") and (d) this 2024 NCTA Conference Sponsorship and Exhibitor Agreement (collectively, the "Contract"). NCTA and Sponsor and/or Exhibitor are referred to in the Contract collectively as the "Parties" and individually as a "Party." Some Sponsors may also participate as Exhibitors at the 2024 NCTA Conference, although it is possible that a participant may only be either a Sponsor or an Exhibitor. Throughout the Contract, terms that apply to both Sponsors and Exhibitors are directed to "Sponsor/Exhibitor" and where terms only apply only to either a Sponsor or an Exhibitor, the Contract will only identify the relevant participant category.

2. In-Person Event

Sponsor/Exhibitor acknowledges that the 2024 NCTA Conference is an in-person event and an authorized representative of Sponsor/Exhibitor must appear in-person at the event to participate as a Sponsor.

3. Sponsorship Payment and No Refunds

Full payment of the sponsorship and/or exhibitor fee for the sponsorship level and/or exhibit type selected by Sponsor must be provided to NCTA upon contract execution and is not refundable. NCTA will not issue refunds, in whole or part, even if Sponsor/Exhibitor does not participate in one or more components of the 2024 NCTA Conference.

4. Sponsor/Exhibitor Hall Terms

a. Assignment of Booth Position at Sponsor/Exhibitor Hall

Placement of a Sponsor's/Exhibitor's booth within the Sponsor/Exhibitor Hall at the in-person component of the 2024 NCTA Conference is determined by NCTA in its sole discretion and based on sponsorship level and/or exhibit type on a first-come, first-served basis. NCTA will not consider requests to change booth positions at the Sponsor/Exhibitor Hall under any circumstances. No booth may be set up at the in-person conference in any location not assigned by NCTA.

b. Compliance with Schedule and Booth Attendant

NCTA shall determine, in its sole discretion, the times of operation of the Sponsor/Exhibitor Hall, which are subject to change without notice. Sponsor/Exhibitor may only operate its booth at the Sponsor/Exhibitor Hall while the Sponsor/Exhibitor Hall is open and operating, within the Sponsor/Exhibitor Hall operating times established by NCTA and/or the conference venue. Sponsor/Exhibitor must provide an attendant, who will staff and manage Sponsor's/Exhibitor's booth at the Sponsor/Exhibitor Hall during all times when the Sponsor/Exhibitor Hall is operating.

c. General Restrictions

NCTA reserves the right in its sole discretion, without recourse by Sponsor/Exhibitor, to control or prohibit any advertising or promotional materials made available or displayed on or near a booth at the Sponsor/Exhibitor Hall which, in the sole opinion of NCTA, is not suitable or in keeping with the character of the conference or organization. NCTA may also require the removal of any Sponsor/Exhibitor content, materials, or images that it deems offensive, objectionable, or inappropriate, in its sole discretion. In keeping with NCTA's designation as a 501(c)(3) nonprofit corporation, no political advertising or commentary is permitted in the Sponsor Hall under any circumstances.

d. Distribution of Materials

Distribution of advertising and promotional materials, digital media, audio recordings and/or videos by the Sponsor or its agents is limited to Sponsor's/Exhibitor's assigned booth location at the Sponsor/Exhibitor Hall. Advertising and promotional materials are not permitted to be sent without the approval of NCTA. Noncompliance with this rule will result in the prompt removal of the Sponsor from the Sponsor/Exhibitor Hall.

5. Advertising Placement on NCTA Website

Placement of Sponsor logos, trademarks and/or content on NCTA websites for the 2024 NCTA Conference is determined by NCTA in its sole discretion and provided based on sponsorship level on a first-come, first-served basis.

6. Registration and Attendance of Sponsor Employees as Attendees

For sponsorship levels that include one or more conference registrations, it is the responsibility of each Sponsor to register their attending representatives using NCTA's conference registration website after the sponsorship has been confirmed and the applicable sponsorship fee paid by Sponsor. No Sponsor/Exhibitor employees, representatives or agents are permitted to participate as Attendees in the conference event unless they are registered as an Attendee. Although Sponsor/Exhibitor employees are not required to register for the NCTA conference, if Sponsor/Exhibitor employees desire to participate in the conference as an Attendee, Sponsor/Exhibitor must pay for all such employee registrations to participate as Attendees in the conference (to the extent not included in the applicable sponsorship package purchased by Sponsor). Notwithstanding whether Sponsor/Exhibitor has registered for any employee to attend the conference as an Attendee, Sponsor/Exhibitor and all their employees shall comply in all respects with the Attendee Terms that govern the conduct of participants at the conference.

7. Disclaimers and Limitation of Liability

NCTA EXPRESSLY DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES, WHETHER ORAL OR WRITTEN, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, NON-INFRINGEMENT AND ACCURACY OF INFORMATIONAL CONTENT.

NCTA AND ITS AFFILIATES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, CONTRACTORS, REPRESENTATIVES, AGENTS, ATTORNEYS, LICENSORS, SUCCESSORS AND ASSIGNS WILL NOT BE LIABLE TO SPONSOR/EXHIBITOR UNDER ANY CAUSE OF ACTION OR THEORY OF LIABILITY (WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE), EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, FOR (I) INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, OR (II) LOST PROFITS, REVENUES, CUSTOMERS, OPPORTUNITIES, OR GOODWILL. SUBJECT TO THE ABOVE DISCLAIMERS SET FORTH IN THESE TERMS, THE AGGREGATE LIABILITY OF NCTA AND ITS AFFILIATES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, CONTRACTORS, REPRESENTATIVES, AGENTS, LICENSORS, SUCCESSORS AND ASSIGNS TO SPONSOR UNDER THESE TERMS OR IN RELATION TO SPONSORSHIP OF THE EVENT WILL NOT EXCEED THE SPONSORSHIP FEE PAID BY SPONSOR AND RECEIVED BY NCTA. THE LIMITATIONS IN THIS SECTION APPLY ONLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. SPONSOR/EXHIBITOR AGREES THAT ANY ACTION BROUGHT PURSUANT TO THIS CONTRACT MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CLAIM OR CAUSE OF ACTION ARISES.

8. Additional Terms and Conditions

a. Licenses

Sponsor/Exhibitor hereby grants NCTA a perpetual, non-exclusive, transferable, assignable, sublicensable, royalty free, fully paid, worldwide right and license to use, display, transmit, and broadcast the names, logos and trademarks of Sponsor/Exhibitor in any manner or media of communication whether now existing or hereafter created for the exclusive purposes of promoting, advertising, marketing, and publicizing Sponsor's/Exhibitor's role as a Sponsor/Exhibitor at the 2024 NCTA Conference, in accordance with the sponsorship level purchase by Sponsor. Sponsor/Exhibitor shall not have the right or license to use NCTA's name, logo, or trademarks except for the exclusive purpose of announcing and promoting Sponsor's sponsorship of the NCTA 2024 Conference. Sponsor/Exhibitor shall not imply in any way that NCTA has evaluated or endorsed Sponsor/Exhibitor or any of its products or services.

b. Representations and Warranties

Sponsor/Exhibitor makes all of the following representations and warranties about all components of the Sponsor's/Exhibitor's advertising and promotional content to be used, displayed or distributed in any way in relation to the 2024 NCTA Conference, including all text, graphic images, photographs, mixed media content, audio tracks, videos and all other content and materials incorporated into, made part of or used, broadcast, played or displayed in connection with the advertising and promotional content provided, displayed and distributed by Sponsor/Exhibitor for the 2024 NCTA Conference (the "Advertising Content"):

- i. The Advertising Content will not violate the intellectual property rights of a third party, including copyright, trademark, and trade secret rights;
- ii. The Advertising Content does not include or incorporate the content, literary work, creation, photograph, graphic image, illustration, video, audio, recording, media, choreography or artwork of a third party without the explicit written permission and license of any such third party, and Sponsor has sought and obtained all required clearances, permissions and licenses before including any such licensed content in the Advertising Content and paid any required fees for any such licenses;
- iii. The Advertising Content does not violate the privacy or publicity rights of a third party;
- iv. The Advertising Content does not include any confidential, inaccurate, false, misleading, defamatory, libelous, unlawful, scandalous, offensive, or actionable statements, images, or allegations.
- v. There are no outstanding rights in the Advertising Content that would diminish, encumber, or impair the full enjoyment or exercise of the rights granted to NCTA under this Agreement; and
- vi. The Advertising Content complies in all respects with all applicable international, federal, state and local laws, and regulations.

c. Indemnification

Sponsor/Exhibitor shall indemnify, defend and hold harmless NCTA, its officers, directors, members, employees, attorneys, and agents, from and against all claims, demands, losses, damages, awards, judgments, settlements, costs of defense and litigation, attorneys' fees and all other expenses arising from or related to Sponsor's/Exhibitor's breach of any of its representations and warranties in this Agreement as set forth in Section 8b and all of its subparts. The terms of this paragraph shall survive the cancellation or termination of this Agreement.

d. Taxes

Sponsor/Exhibitor shall, in addition to other amounts payable under this Agreement, pay all sales, use, or other taxes levied or imposed by reason of the transactions contemplated under this Agreement.

e. Compliance with Laws

Sponsor/Exhibitor shall comply with all applicable international, federal, state, and local laws and regulations that apply to Sponsor's/Exhibitor's participation in the 2024 NCTA Conference as a Sponsor/Exhibitor, as well as all rules imposed by the event hotel for the conference.

f. Choice of Law

This Agreement shall be governed by, and its terms construed in accordance with, the laws of the state of New York applicable to contracts wholly executed and performed therein, without regard to conflict of laws or choice of law provisions.

g. Disputes

Any controversy or dispute relating to or arising under this Agreement shall be resolved by arbitration in accordance with the rules then existing of the American Arbitration Association unless otherwise agreed in writing by the Parties. Any arbitration hereunder shall be before one arbitrator mutually agreed upon by the Parties and shall take place in New York County in the State of New York. Each Party shall initially bear its own costs and expenses in the arbitration. The arbitrator's award shall be final, and judgment upon the award rendered may be entered in any state, federal or other court having jurisdiction. The prevailing party shall be entitled to reimbursement from the other party for all costs and expenses (including reasonable legal fees) incurred by the prevailing party in connection with such controversy or dispute.

h. Entire Agreement

This Contract contains the entire understanding between the Parties with respect to the subject matter contained herein and supersedes all prior agreements or prior understandings, whether written or oral, between the Parties. Any alterations or additions to this Agreement are effective only if in writing and signed by both Parties.

i. Electronic Signature and Legal Authority

The person electronically accepting this Contract by checking the box below and submitting the accepted Contract to NCTA acknowledges that their electronic click-through acceptance of this Contract shall serve as their legally binding signature on behalf of the entity identified at the top of the Contract as the Sponsor/Exhibitor and further represents and warrants that they have the legal authority and consent on behalf of the Sponsor/Exhibitor to bind the Sponsor/Exhibitor to legal agreements.

By checking the box below and clicking the "Submit" button, you are representing to NCTA that you are the person identified by name at the top of the Contract and you are acknowledging that you have read the Contract in its entirety and that you accept all of its terms and conditions on behalf of the Sponsor/Exhibitor.

By checking this box, I am acknowledging that I am the person identified by name at the top of the Contract and that I have read the Contract in its entirety and accept all of its terms and conditions on behalf of the Sponsor/Exhibitor.