

WISPAMERICA 2022 EXHIBIT AGREEMENT

WISPA EVENT EXHIBIT BOOTH RESERVATION AGREEMENT TERMS

All Conference purchases are Non-Refundable

- 1. Scope:** This WISPA Event Exhibit Booth Reservation Agreement Terms (“Agreement”) is entered into and is effective on the Acceptance Date below and is by and between the WISPA member company of which the currently logged in user account is affiliated (“Exhibitor”) and the Wireless Internet Service Providers Association (“WISPA”) with respect to the exhibitor’s use of exhibit space at Ernest N. Morial Convention Center, New Orleans, Louisiana (the “Event Location”) during WISPAMERICA 2022 (the “Show”). WISPA reserves the right to change and modify the terms and conditions at any time and such revised terms shall be effective immediately. All WISPA decisions are final and are not subject to further review or appeal.
- 2. Eligibility:** WISPA reserves the right to determine the eligibility of any company for inclusion in the Show. An Exhibitor’s eligibility to exhibit must remain in effect from the time of application to the time of the Show and should WISPA determine that an Exhibitor which WISPA had previously determined was eligible to exhibit at the Show, WISPA may notify the Exhibitor and terminate the Agreement without liability or refund due upon written notice to Exhibitor.
- 3. Space Selection:** The Exhibitor shall request booth space on a first-come, first-served basis during the reservation process. WISPA reserves the right to change its space allocation and/or Exhibitor booth space selections at any time based on the Exhibitor’s payment status, space availability, the necessity of floor plan changes due to fire marshal requirements, or for any other reason.
- 4. Modification to Show:** WISPA reserves the right to modify the dates, times, location, and format of the Show (e.g., live event to a virtual event) upon notice to Exhibitor without liability or obligation to refund payments made to WISPA by Exhibitor.
- 5. Operation of Show:** WISPA, in its sole discretion and with or without cause, reserves the right to require modification of, restrict or exclude, in whole or part, any person, product, exhibit or entity it considers to be acting in a manner that is contrary to law, this Agreement, disruptive, unsuitable, objectionable, inappropriate, or not consistent with the character of the Show. WISPA may, at its sole discretion and at any time, use photographs, videos, logos and testimonials of the Exhibitor for WISPA’s own publicity use.
- 6. Space Amenities:** WISPA will provide the Exhibitor the following amenities: Per 10x10 booth space with side rail and back drape, 1-6' Table, 2-Chairs, 2 Exhibitor Passes, 5-amp electric connection and 1 waste basket. Per 3’x2’ deep kiosk display counter, 1-exhibitor staff pass, 2-stools and 1 waste basket.
- 7. Booth Personnel:** Only duly registered Exhibitors and their representatives whose exhibitor registrations are paid in full shall be permitted to display or demonstrate any products, processes or services, solicit orders or distribute materials at the Show.

8. Additional Furnishings and Amenities: Electrical service or outlets beyond the standard electrical connection, Internet service, freight services, and any furnishing or amenity other than those listed above are the sole responsibility of the Exhibitor and must be ordered through the official Event Location Service Contractor.

9. Payment: Full payment is due immediately as of the effective date of this Agreement. No exhibit will be permitted to be placed in the exhibit space until full payment has been made.

Payment options are as follows:

- Pay online at wispa.org
- E-mail pre-arranged purchase order (please indicate booth #) to: billing@wispa.org
- Call WISPA's office to provide credit card info: 407-641-1644 (AMEX, MasterCard, VISA, DISCOVER)

Send a check (payable to WISPA; please indicate booth #) via mail to: 712 H Street NE, Suite 1888, Washington, DC 20002

• Cancellation: In the event of cancellation by the Exhibitor, Exhibitor shall remain responsible for full payment of all sponsorship payments, exhibit space payments, and all other fees. Booth space cancellation necessarily results in cancellation all related Exhibitor registrations.

10. No Assignment: The Exhibitor shall not assign, sublet or share exhibit space, in whole or in part, without prior written permission of WISPA.

11. Maintenance of Exhibits: All exhibits shall be adequately staffed during Show hours. The aisles of the exhibit area may not be used for distributing literature, product samples, or other materials or conducting any promotional or other activities. **NO EXHIBITS ARE TO BE DISMANTLED PRIOR TO THE END OF THE SHOW.** If the Exhibitor dismantles its exhibit prior to the end of the show, WISPA will fine the Exhibitor **\$2,500.00, and Exhibitor agrees to permit WISPA to utilize the credit card, or ACH to checking account used to make payment for the exhibition space.** Upon conclusion of the Show, all exhibits, and related materials must be removed no later than the time specified by WISPA.

12. Sales at the Show: Any final sales transactions conducted at the Show are subject to local and state laws and regulations. The Exhibitor agrees to assume sole responsibility to ascertain and assure full compliance with all such laws and regulations, including obtaining and producing a state and/ or local sales tax license or permit.

13. Compliance with Laws: This Agreement is subject to any and all applicable laws, regulations, rules or ordinances in effect at the Event Location, including WISPA's and the Event Location's rules and regulations and any applicable labor agreements and regulations concerning the use of services and labor at the Event Location.

14. Safety Precautions: All exhibit materials must conform to applicable fire and safety codes and Event Location rules, regulations and practices. Displays are subject to inspection for safety by WISPA and by local fire department representatives. Any materials determined by WISPA, local fire department officials, or the Event Location, in their sole discretion, to be a safety hazard must be promptly removed.

15. Attendance: WISPA shall have sole control over all attendance policies at all times. WISPA does not guarantee specific volumes or levels of attendance at the Show. The Exhibitor shall not be entitled to any refund, in full or in part, of any amounts paid based on actual attendance level.

16. Social Activities: The Exhibitor agrees to obtain WISPA's prior written approval before hosting any meetings, hospitality suites or other functions during any official Show activities or conference/exhibit hall hours.

17. Indemnification: The Exhibitor hereby agrees to indemnify, defend and hold harmless WISPA and the Event Location, their respective board members, managers, officers, directors, sponsors, employees, agents, successors, and assigns from any suit, action, damages or claim by it or its employees, agents or invitees whatsoever including, but not limited to, for worker's compensation, personal injury or property damage, lost profits or for loss of use of property by whomsoever sustained, in any way relating to or arising out of the Exhibitor's participation in the Show. The terms of this provision shall survive the termination or expiration of this Agreement.

18. Force Majeure: If for any reason beyond the Parties' control, the Show must be cancelled, shortened, delayed, modified in format (e.g., in-person event to virtual event), or otherwise changed for any cause beyond its control including, but not limited to; acts of God, shortage of commodities or supplies to be furnished by the Event Location, infectious or communicable diseases, governmental authority, or war in the United States that makes it commercially impracticable, illegal or impossible for WISPA to hold the Show, Exhibitor understands and agrees that all losses and damages which it may suffer as a consequence thereof are its own responsibility and not that of WISPA, its directors, officers, employees or agents.

19. Insurance: The Exhibitor agrees that WISPA has advised it to obtain property damage insurance to cover its exhibit material against damage or loss during the Show, and also to obtain liability insurance providing coverage against injury to any person or the property of others, naming WISPA and the Event Location as additional insured parties.

20. No Guarantee of Success. WISPA makes no express or implied warranty as to the success or profitability the Exhibitor will have from exhibiting, sponsoring, attending, or conducting any other promotion at the Show.

21. Waiver. Failure by WISPA to enforce any provision of this Agreement shall not be deemed as a waiver with respect to such provision after demand by WISPA for strict performance of this Agreement.

22. Default: In the event of any violation by the Exhibitor of any provisions of this Agreement, WISPA may in its sole discretion prohibit the Exhibitor from placing its exhibit, may terminate this Agreement, and may evict the Exhibitor and its representatives without refund. If WISPA acts pursuant to an Exhibitor's Default, WISPA shall have no obligation to refund any amount paid by the Exhibitor or its representatives.

23. Fees and Costs: If WISPA undertakes any legal proceedings to enforce any part of this Agreement, the Exhibitor agrees to pay to WISPA all costs and attorneys' fees WISPA reasonably incurs in connection with such proceedings.

24. Jury Trial Waiver. **The parties hereby knowingly, voluntarily, and intentionally waive any right that they may have to trial by jury in any proceeding, litigation or counterclaim based on, or arising out of, or in any way connected with this Agreement.** If the subject matter of any lawsuit is one in which the waiver of jury trial is prohibited, no party to this Agreement shall seek to consolidate any such action or present as a noncompulsory counterclaim in any such action any claim based on, or arising out of, or in any way connected with this Agreement.

25. Severability. If any provision of this Agreement is declared unenforceable, the remaining provisions of this Agreement will remain in effect. 26. Entire Agreement and Amendment. This Agreement contains the entire agreement between the parties relating to the subject matter hereof. This Agreement may be amended only by a later written agreement signed by both parties.

27. Choice of Law and Venue. This Agreement will be construed in accordance with and governed by the substantive laws of the State of Illinois, without regard to conflict of laws principles. Any action or proceeding to enforce or arising out of this Agreement will be commenced in the state or federal courts located in Cook County, Illinois. The Parties consent to personal jurisdiction and exclusive venue in such court and waive any request to transfer such action out of such court for the convenience of the parties and witnesses.

28. Booth Accessibility. Exhibitors shall be responsible for compliance with the Americans with Disabilities Act of 1992 with regards to their booth space, including, but not limited to wheelchair access and alternate formats of collateral materials. Further information regarding ADA compliance is available at www.usdoj.gov/ada/infoline.htm.

29. Animals. No animals, other than service animals, will be allowed in the facility including, but not limited to, the exhibits, without the prior written consent of the facility and WISPA.

30. Data Use. Exhibitors shall be responsible for compliance with applicable data protection laws protecting the personal data of attendees.

31. Photography/Recordings. It is expressly prohibited for the Exhibitor or its representatives to record images of any other exhibitor's exhibition space or exhibits in any form ("Images") without the prior written consent of WISPA. Such prohibition includes, but is not limited to, the taking of photographs, video or digital recording of any type and/or making any drawing or sketch or other physical record. The Exhibitor and its representatives agree to surrender to WISPA on demand any material in whatever media on which Images may be recorded in violation of this rule, including but not limited to film, video tapes, sketchbooks, camera phones and digital storage devices. The Exhibitor acknowledges and agrees that the WISPA, its employees and contractors may take photographs/videos which could include images of the Exhibitor, its representatives and its exhibits while attending the Show. The Exhibitor hereby consents to and grants to WISPA and its affiliates, the unrestricted, perpetual, worldwide, royalty-free and transferable right and license to use (and grant others the right to use) the images worldwide without any compensation. The Exhibitor acknowledges that WISPA is the sole and exclusive owner of all rights in the images and hereby waives (a) any and all rights in and to such images, and (b) any and all claims the Exhibitor and its representatives may have relating to or arising from the images or their use.

32. Children in the Event Location. All children (minors under the age of 18 years of age) shall be allowed in the Event Location during regular show hours provided they are accompanied by a parent or guardian. It shall be the responsibility of the parent/guardian to supervise their children at all times. Failure to do so may result in the removal of the parent/guardian and their children. Children will not be permitted in the Event Location during move-in and move-out times.

33. LIMITATION OF LIABILITY. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY LOST REVENUE, LOST PROFITS, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY, WHETHER IN

CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHERWISE, ARISING OUT OF THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING ANY FAILURE OF PURPOSE OF ANY LIMITED REMEDY. EXHIBITOR'S TOTAL AGGREGATE LIABILITY HEREUNDER SHALL NOT EXCEED THE AGGREGATE FEES PAYED BY EXHIBITOR TO WISPA UNDER THIS AGREEMENT DURING THE TWELVE-MONTH PERIOD PRECEDING THE ACCRUAL OF ANY LIABILITY OF EXHIBITOR TO PROVIDER AND WRITTEN NOTICE BY PROVIDER TO EXHIBITOR OF SAME.

34. Acceptance. This Agreement shall not constitute a contract between the parties until acceptance by WISPA.