HACU TERMS AND CONDITIONS FOR EVENT PARTICIPATION

The following Terms and Conditions are binding upon you, your company, and you and your company's affiliates, subsidiaries, agents, and assigns, as applicable (together, the "Participant") upon purchase of any and all HACU promotional activities, events and/or vendor booths (each a "Purchased Opportunity"). By completing an order for a Purchased Opportunity and signing the agreement, Participant acknowledges that it has read, accepts, agrees to be bound by, and creates a binding obligation to comply with, these Terms and Conditions. Acceptance of these Terms and Conditions creates a binding legal agreement between the Participant and HACU and HACU's obligation to fulfill the Purchased Opportunity is conditioned on Participant's compliance. If Participant does not agree to these Terms and Conditions, Participant must not complete payment for the Purchased Opportunity. These Terms and Conditions shall be effective when Participant signs this agreement. HACU reserves the absolute right to decline or rejectany Purchased Opportunity submission from a Participant whose products or services do not conform to HACU's criteria, if applicable.

1. **Commercial Terms.** HACU's obligation to fulfill any Purchased Opportunity, as selected by Participant, is subject to payment in full of the associated purchase price. Absent good faith error, all prices provided through the HACU portal are firm, final, and expressed in U.S. dollars. All taxes, if applicable, are included in the Purchased Opportunity order summary. Except as otherwise expressly provided herein, all sales are final and no refund of the purchase price applicable to any Purchased Opportunity shall be given by HACU. HACU reserves the right to refuse service and cancel orders for any Purchased Opportunity in its sole discretion.

2. **Participant's Promotional Activity.** Provided that such right is expressly granted as part of Participant's applicable Purchased Opportunity, Participant may use and distribute promotional materials during the times, in the manner, and in the locations expressly set forth in Participant's Purchased Opportunity. The materials permitted pursuant to Participant's Purchased Opportunity are subject to HACU's approval, which HACU may grant or deny at any time in its sole discretion. Use of registration lists relating to the Purchased Opportunity, HACU listservs, or the general HACU membership directory for sending marketing material, harvesting contacts, populating lead or prospect databases, or soliciting of any kind by electronic means is strictly prohibited. This prohibition does not apply to lists that have been supplied to Participants as part of the Purchased Opportunity where organizations and individuals have specifically opted to have their information shared.

3. **Sales During Purchased Opportunity.** The HACU Purchased Opportunity is a forum for the exchange of information between the Participant and HACU's attendees. Participant's activities in connection with the Purchased Opportunity are intended to support this objective. As a result, Participant is responsible for following all state regulations and tax laws for any orders, products sold for private profit, or otherwise engagement in commercial activity during its participation in the Purchased Opportunity. Participant warrants that they will pay any required state and local taxes and fully indemnify HACU if Participant fails to make required tax payments.

4. **Grant of Trademark License.** Participant hereby grants to HACU, and HACU accepts from Participant, a non-exclusive, royalty-free, worldwide license to use any of Participant's trademarks, service marks, logos, trade dress and any other identifying mark or insignia (collectively "Participant's Trademarks") in any manner reasonably determined by HACU, in its sole discretion, in order to facilitate the promotion and fulfillment of the Purchased Opportunity. The license granted by Participant hereunder shall automatically terminate upon the conclusion of the applicable Purchased Opportunity. Upon HACU approval, HACU hereby grants to Participant, and Participant accepts from HACU, a non-exclusive, royalty-free, worldwide license to use any of HACU's trademarks, service marks, logos, trade dress and any other identifying mark or insignia (collectively "HACU's Trademarks")adherent to HACU's branding protocols. Any usage does not imply that HACU endorses your company's presence or its products and services. Usage of HACU Trademarks is exclusively for the promotion of the Purchased Opportunity and may be used for no other purpose without the express written permission of HACU. The license granted by HACU hereunder shall automatically terminate upon the conclusion of the applicable Purchased Opportunity.

5. **No Endorsement, License, or Assumption of Liability.** Unless expressly provided otherwise in writing, nothing in these Terms and Conditions or the Purchased Opportunity shall serve as (i) an endorsement; (ii) a grant of trademark license; (iii) or an assumption of liability or responsibility for Participant, its property (regardless of location), or its products and services, by HACU, its employees, agents, volunteers, assigns or successors. Participant understands, acknowledges, and shall not advertise or otherwise represent that it has received such endorsement, shall not use the trademarks of HACU, or otherwise assert that HACU has assumed liability or responsibility for Participant's property or liabilities, whether in connection with the Purchased Opportunity or otherwise. Participant shall obtain insurance for its property and any liabilities which may be incurred in connection with Participant's products, services, or participation in the Purchased Opportunity. HACU may request that Participant provide proof of insurance and if reasonably necessary to have HACU named in Participant's insurance for the Purchased Opportunity (See 10e).

6. **Ejection of Participant Upon Breach.** Participant's participation in connection with the Purchased Opportunity is permitted at the sole discretion of HACU. In the event HACU reasonably determines Participant has breached any term or terms of these Terms and Conditions or the Purchased Opportunity, HACU may, in its sole discretion, eject Participant from the Purchased Opportunity and cancel any right or obligations regarding the Purchased Opportunity. In the event of theforegoing, Participant shall not be entitled to a refund of the purchase price applicable to the Purchased Opportunity, which shall be retained by HACU as liquidated damages. In the event sufficient time is available prior to the commencement of the Purchased Opportunity, HACU may resell the opportunity and retain all fees received in connection therewith.

   a. **Proper Vendor Booth Conduct.** - Proper conduct includes, but is not limited to, Participant personnel staying within the confines of the designated space, not occupying another Participant's space, or distributing materials outside the designated area. Such activity will be deemedimproper conduct and will be grounds for the Participant being removed from the eventfor a day or permanently, at HACU's sole discretion.

7. **Withdrawal by Participant.** Participant may withdraw from the Purchased Opportunity at any time, effective upon delivery of written notice to that effect to HACU. Such withdrawal shall not entitle Participant to a refund of the purchase price applicable to the Purchased Opportunity, which shall be retained by HACU as liquidated damages, pursuant to Section 12.c. "Cancellation" below.

8. **Force Majeure, and Cancellation or Postponement without Fault of Participant.** Neither party shall be liable for any delay or failure in performance, shall not be considered in breach of this Agreement, or otherwise be liable for any loss or damage suffered by the other, including without limitation any damages for lost profits due to any failure or delay in performance, caused by any act of God, fire, flood, war, terrorism, embargo, governmental action, strike or other labor difficulties or any other cause of like or different kind beyond their reasonable control (a "Force Majeure Event"). In the event HACU cancels or postpones the Purchased Opportunity or any event surrounding the same, and such cancellation or postponement is not the result of a Force Majeure Event or breach by Participant, the parties shall mutually amend or terminate all agreements and understandings surrounding the Purchased Opportunity, at HACUs' option. Participant's sole remedy in the event of a cancellation shall be a return and refund of the purchase price (minus any costs actually accrued by HACU) applicable to the Purchased Opportunity, which shall serve as liquidated damages.

Confidentiality. In the course of performing pursuant to these Terms and Conditions andthe Purchased Opportunity, each party may be exposed to or acquire Confidential Information (as hereinafter defined) of the other party. Each party shall hold such Confidential Information in strict confidence and not to disclose such Confidential Information to third parties, or to use such information for any purpose other than internal business purposes or for the purpose of performing such party's obligations pursuant to the Purchased Opportunity and these Terms and Conditions, without the expresswritten permission of the other party; provided, however, that such obligations shall not apply to information that: (a) at the time of its disclosure is, or thereafter becomes, part of the public domain through a source other than the receiving party; (b) was known to the receiving party at the time of its disclosure from a source other than the providing party; (c) is independently developed by the receiving party; (d) is subsequently learned from a third party not under a confidentiality obligation to the providing party; or (e) is required to be disclosed pursuant to a court order or government authority, whereupon the receiving party shall provide notice to the other party prior to such disclosure. The parties shall use reasonable efforts to advise each other immediately in the event that either party learns or has reason to believe that a violation of this Section has occurred or is likely to occur and will reasonably cooperate with the other party in seeking injunctive relief. For purposes of these Terms and Conditions, "Confidential Information" shall include, but is not limited to, unpublished materials or materials otherwise not released for general circulation to the public, plans, reports, consumer and financial information, and any other material or information so indicated by the providing party as confidential. Participant further agrees that they will follow all applicable federal, state and local laws regarding the privacy of individuals and group data collected during the Purchased Opportunity.

9. **Indemnification.** Participant assumes full responsibility for the acts, omissions, and conduct of its representatives, agents, and contractors and agrees to indemnify, hold harmless, and defend HACU, its officers and directors, employees, and agents from and against any and all claims, losses, damages, governmental fines or penalties, and costs or expenses (including court costs, interest, and attorney fees) of any kind whatsoever arising from such acts, omissions, and conduct except to the extent that such claims, losses, and damages are the direct result of HACU's gross negligence or intentional acts. In any event, HACU's liability to Participant under these Terms and Conditions shall be limited to and not exceed the amount of the Purchased Opportunity paid by Participant. HACU reserves the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by Participant, in which event Participant agrees to cooperate with HACU in asserting any available defenses.

10. **Outstanding Debts.** All outstanding debts owed to HACU must be paid prior to participation in the Purchased Opportunity. If such debts remain unpaid at the time of the Purchased Opportunity, HACU reserves the right to exclude Participant and its subcontractor(s) from the Purchased Opportunity without liability. Failure of HACU to exercise rights under this provision will not waive HACU's right to full collection.

11. **Event-Specific Requirements.** In the case that the Purchase Opportunity is related to an HACU Event (whether virtual or in-person), the following requirements apply.

    a. Booth Assignments at In-Person Events

        i. By reserving booth space for any HACU event, you agree to the appropriate cancellation policy (Section 12.c).

        ii. Booth and display space assignments for all HACU events are assignedat the sole discretion of HACU.

    b. Booth and Display Space Inclusions and Incorporation

        i. HACU may, from time to time and without prior notice to Exhibitor, amend its policies, rules, and regulations. Exhibitor acknowledges that the Rules and Regulations are subject to change and agrees to periodically check online postings to ensure that Exhibitor complies with the current Rules and Regulations.

    c. Cancellation Policies

        i. For all HACU virtual and in-person conferences, Exhibitors may cancel this contract at any time. Exhibitor understands and agrees that HACU will incur damages from the Exhibitor's cancellation/downsizing. For cancellation to be effective, HACU must be notified in writing, and the date of cancellation must be within the dates HACU receives such notice. HACU may in its sole discretion keep any payment already received as liquidated damages for the cancellation.

        ii. For all other HACU events, no refund will be given in the event of cancellation by participant, once purchased.

    d. Promotional Materials and Marketing Activities

        i. Use of the conference registration list for any HACU event, or the general HACU membership directory for harvesting contacts, populating prospect databases, and/or soliciting by any electronic means is strictly prohibited and may result in the termination of this contract, and/or forfeiture of Participant's HACU membership. This prohibition does not apply to lists of organizations and individuals who have specifically opted to share their information. Such data will be appropriately marked and disseminated by HACU for the benefit of Participant.

    e. Insurance

        For any HACU in-person Conferences, during the term of this Contract and for the dates of the exhibit, including move- in and move-out days, Exhibitor shall obtain and maintain Comprehensive General Liability insurance. Such policy shall provide minimum coverage of not less than $500,000 per occurrence and shall name HACU, its officers, directors, employees, and agents as additional insured. A certificate evidencing such policy and its coverage and indicating the additional insured as required herein may be requested by HACU. Failure to provide such a certificate constitutes grounds for HACU to cancel this Contract without liability and to retain Exhibitor's booth fees as liquidated damages. Exhibitor understands and agrees that neither HACU nor the Conference Facility maintains insurance covering Exhibitor's property, and it is the sole responsibility of Exhibitor to obtain sufficient insurance coverage for such property.

12. Miscellaneous.

a. Compliance with all Applicable Rules and Laws. In addition to the provisions of these Terms and Conditions, Participant agrees to abide by all laws, regulations, and rules, including any rules or stipulations of the location in which the Purchased Opportunity will occur, applicable to the Purchased Opportunity and Participant's participation therein.

b. Severability. If any provision or provisions of these Terms and Conditions, or the Purchased Opportunity are held to be invalid, illegal, unenforceable, or otherwise conflict with or violate any law, regulation or rule of any applicable jurisdiction, such part or provision shall be deemed severable from these Terms and Conditions, or the Purchased Opportunity, as applicable, and the remainder hereof and thereof shall remain binding upon the parties. In such event, such part or provision shall be replaced with a part or provision not unenforceable and not in conflict with such laws, regulations, and rules, which most closely approaches the purpose of these Terms and Conditions and the Purchased Opportunity, as applicable.

c. Governing Law and Jurisdiction. These Terms and Conditions and the Purchased Opportunity shall be governed by the and interpreted in accordance with the laws of the State of Texas, without regard to its conflict of law's provisions. The parties hereby expressly agree that the exclusive jurisdiction for any claim or action arising out of or relating to these Terms and Conditions and the Purchased Opportunity shall lie with the state and federal courts with jurisdiction over San Antonio, Texas, and Participant further agrees and submits to the exercise of personal jurisdiction of such courts for the purpose of litigating any such claim or action.

d. Alternative Dispute Resolution. In the event of any dispute, controversy, or claim arising out of or relating to these Terms and Conditions and the Purchased Opportunity, or the breach, termination, or validity thereof, the parties shall first attempt to resolve the matter through good faith negotiations over a period of at least thirty (30) days. In the event such good faith negotiations fail to resolve the applicable dispute, the parties shall submit the dispute for mediation in San Antonio, Texas. Unless mutually agreed otherwise in writing, such mediation shall be overseen by a mediator listed in the American Arbitration Association's National Roster of Mediators and shall be conducted pursuant to the standards set forth in the American Arbitration Association's Mediators Model Standards of Conduct. Notwithstanding anything to the contrary in the foregoing, the parties shall not be required to engage in negotiation or mediation prior to seeking equitable remedies, including but not limited to an injunction.

e. Waiver. Waiver by either party of any provision of these Terms and Conditions or the Purchased Opportunity, or any breach thereof, shall not imply a subsequent waiver of that or any other provision or breach.

f. Entire Agreement. These Terms and Conditions, the Purchased Opportunity, and all documents incorporated by reference herein or therein constitute the entire agreement of the parties and may not be modified or amended in any respect whatsoever without written consent of HACU.

g. Assignment. The Purchased Opportunity and these Terms and Conditions may not be assigned by Participant without the express written consent of HACU.

h. Authority. Participant hereby represents and warrants that (i) it has all requisite corporate power and authority to enter and perform pursuant to these Terms and Conditions and the Purchased Opportunity; and (ii) the entry into and performance of these Terms and Conditions and the Purchased Opportunity, and the consummation of the transactions contemplated hereby and thereby, have been duly and properly authorized by all requisite organizational action on its part.

i. Remedies. All rights and remedies hereunder are not exclusive of any other rights or remedies provided hereunder or by law, unless expressly stated otherwise.