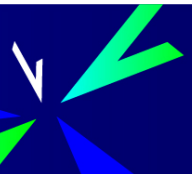


## SCTE TechExpo 24 Exhibitor Application Terms and Conditions

### Definitions

- “**SCTE**” means the Society of Cable Telecommunication Engineers, Inc.
  - “**Event**” means the SCTE TechExpo 24 to be held September 24-26, 2024 in Atlanta, GA.
  - “**Host Facility**” means the Georgia World Congress Center, Building B, Halls B1-B3 in Atlanta, GA.
  - “**Hotel**” means any hotel or other facilities with which SCTE arranges lodgings, meeting rooms, banquet rooms or similar facilities to be available to exhibitors and other participants of the Event.
  - “**Landlord**” means, collectively, the owner(s) and operator(s) of the Host Facility as well as any Hotel(s).
  - “**Force Majeure**” means, with respect to a party, any act of God or other event including but not limited to fire; public enemy; strike; epidemic or public health emergency; act of war or terrorism; or any newly enacted law, regulation or order of public authority, or any other unforeseeable reason outside of such party’s control which makes it impossible or impractical for such party to perform and obligation.
1. By submitting an exhibit space reservation application (“**Application**”) for the Event, the applying entity (“**Exhibitor**”) agrees to the terms set forth in these SCTE TechExpo 24 Exhibitor Application Terms and Conditions (“**T&Cs**”). Exhibitor’s submission is an offer to SCTE for Exhibitor to purchase the use of exhibit space or a meeting room (collectively “**Exhibit**”) at the Event. The Application will not be processed or binding upon SCTE unless all information requested by SCTE is completely and accurately provided. SCTE will inform Exhibitor if SCTE does not accept Exhibitor’s Application within three business days from the date of submission, otherwise SCTE has accepted the Application. SCTE may accept or reject any Application in the sole discretion of SCTE.
  2. Upon SCTE’s acceptance of Exhibitor’s Application, the Application, subject to these T&Cs, becomes a binding agreement (“**Agreement**”) between SCTE and Exhibitor (each a “**Party**” and collectively “**Parties**”) and Exhibitor can no longer withdraw the Application or alter the size or nature of the Exhibit. These T&Cs incorporate by reference the SCTE EXHIBITOR ADDITIONAL TERMS | Rules & Regulations (“**Additional Terms**”) set forth at [techexpo.scte.org/legal](https://techexpo.scte.org/legal). If there is a conflict between a provision of these T&Cs and a provision of the Additional Terms, the Additional Terms will control. If there is a conflict between a provision of the Application and provision of these T&Cs, these T&Cs will control. If Exhibitor submits more than one Application (e.g., one Application for a booth space and another Application for a meeting room) and thereby becomes party to multiple Agreements, a breach by Exhibitor of any one such Agreement shall be deemed to be a breach by Exhibitor of all such Agreements.
  3. Exhibitor may have received an invitation from SCTE to submit an Application at an assigned date and time based upon previously earned Exhibitor Points. SCTE will make reasonable efforts to prioritize an Application received by the designated date and time. If Exhibitor does not submit the Application by the designated date and time, or if Exhibitor has not been assigned a date and time, SCTE will make reasonable efforts to prioritize the Application based upon the date the Application was received by SCTE. SCTE reserves the right allocate exhibit space to



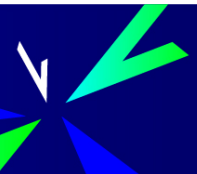
the Exhibitor at the sole discretion of SCTE, and Exhibitor will implement its Exhibit in such space.

4. Payment.

- A. An initial 50% of the Exhibit fee payment is due within 30 days of submitting the Application. The balance is due June 26, 2024. The deposit and balance are referred to herein collectively as the "**Event Fee**". Accepted forms of payment include check, wire transfer, or credit card. Credit card payments are subject to a 3% convenience fee. This credit card convenience fee is non-refundable even if the Agreement is subsequently terminated.
- B. All deposits or payments made pursuant to the Agreement must be made in United States dollars. Payment to SCTE is exclusive of, and Exhibitor is responsible for paying, any sales, use, value-added, excise, income tax, withholding tax, and any other taxes or charges (other than SCTE's income tax, payroll taxes, or taxes directly related to SCTE's business). Exhibitor will reimburse SCTE for any such taxes that SCTE must pay to applicable taxing authorities.
- C. If Exhibitor fails to timely pay any amount due under the Agreement and fails to cure such breach within 48 hours, SCTE may terminate the Agreement upon written notice to Exhibitor and retain the entire Event Fee paid by Exhibitor.

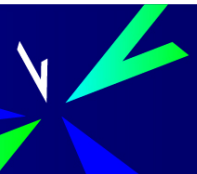
5. Cancellation and Termination of the Agreement. Unless otherwise agreed by both Parties in writing, the only terms applicable to cancellation and termination of the Agreement are those provided in the Agreement. Exhibitor can cancel its participation in the Event only by terminating the Agreement as set forth below.

- A. Termination by Exhibitor. Exhibitor may cancel its participation in the Event only by terminating the Agreement as follows:
  - i. If Exhibitor is unable to fulfill its obligations under the Agreement due to an event of Force Majeure, Exhibitor must immediately so notify SCTE in writing at [expo@SCTE.org](mailto:expo@SCTE.org), in which case SCTE will either, at the sole discretion of SCTE: (y) provide Exhibitor with a substantially similar exhibition space at the next annual SCTE event, retain the Event Fee paid by Exhibitor and apply 50% of that Event Fee as a deposit towards that subsequent event; or (z) refund 50% of the Event Fee paid by Exhibitor and the Agreement will thereupon be deemed terminated with no further liability to either Party (subject to Section 12 below). If the provisions of Section 5(B)(i) below apply, then Section 5(B)(i) will supersede this Section 5(A)(i).
  - ii. If SCTE changes the date or location of the Event, and such change is unacceptable to Exhibitor, Exhibitor must immediately so notify SCTE in writing at [expo@SCTE.org](mailto:expo@SCTE.org) and SCTE will refund the Event Fee paid by Exhibitor and the Agreement will thereupon be deemed terminated with no further liability to either Party (subject to Section 12 below).
  - iii. If Exhibitor wishes to terminate the Agreement for convenience, Exhibitor must so notify SCTE in writing at [expo@SCTE.org](mailto:expo@SCTE.org) on or before June 26, 2024. If Exhibitor submits timely notice and the Event is completely sold out (including SCTE successfully re-selling Exhibitor's space), SCTE will refund to Exhibitor 50% of the Event Fee paid by Exhibitor, which refund to be mailed to Exhibitor



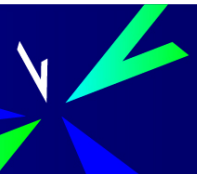
approximately six weeks after the close of the Event, and the Agreement will thereupon be deemed terminated with no further liability to either Party (subject to Section 12 below). If the Event is not sold out (including SCTE successfully re-selling Exhibitor's space), SCTE will retain the entire Event Fee paid by Exhibitor and the Agreement will be deemed terminated with no further liability to either Party (subject to Section 12 below).

- B. Termination by SCTE.
- i. If SCTE is unable to fulfill its obligations under the Agreement due to an event of Force Majeure, SCTE will so notify Exhibitor in writing and SCTE will either, at the sole discretion of SCTE: (y) provide Exhibitor with a pro rata credit substantially similar exhibition space at the next annual SCTE event, and retain the Event Fee paid by Exhibitor as a deposit towards that subsequent event; or (z) issue a pro rata refund the Event Fee paid by Exhibitor and the Agreement will thereupon be deemed terminated with no further liability to either Party (subject to Section 12 below). In calculating the pro rata credit or refund of Event Fee, the applicable ratio will be determined by dividing the amount of Event-related fees that SCTE can recover from third parties by the total amount of Event-related fees that SCTE has spent or is obligated to spend with third parties.
  - ii. SCTE may terminate the Agreement upon written notice to Exhibitor and retain the entire Event Fee paid by Exhibitor with no further liability to SCTE if Exhibitor breaches any provision of the Agreement and fails to cure such breach before the earlier of 14 calendar days after notice of such breach or the day before the Event.
  - iii. SCTE may terminate the Agreement in accordance with Section 11 of these T&Cs or Sections 15(B) or 22 of the Additional Terms and retain the entire Event Fee paid by Exhibitor with no further liability to SCTE.
- C. If the Agreement is terminated for any reason, SCTE may re-sell the Event space covered by the Agreement.
6. If the Exhibit does not comply with the Agreement, SCTE may dismantle, remove, store and/or destroy the Exhibit at the expense of Exhibitor.
  7. [intentionally omitted]
  8. Exhibitor acknowledges and agrees that SCTE, in its sole discretion, reserves the right to change the Event, including but not limited to, the Event's name, themes, content, program, speakers, performers, hosts, moderators, venue, floor plan and times, all without refunding Event Fees to Exhibitor. SCTE further reserves the right to change the date and/or location of the Event without penalty, subject to the provisions of Section 5(A)(ii) above.
  9. Exhibitor employees, agents, and contractors will conduct themselves professionally throughout the duration of scheduled exposition hours, including wearing attire appropriate to the Event.
  10. [intentionally omitted]
  11. Exhibitor warrants that the products/services presented at the Exhibit accurately represent Exhibitor's capabilities and are germane to the cable and telecommunications industry. If the SCTE determines that such product or services are not representative of Exhibitor's capabilities



and/or are not germane to the cable and telecommunications industry, SCTE may immediately terminate the Agreement.

12. Exhibitor agrees to indemnify, defend and hold harmless SCTE and the Landlord as well as all of their respective affiliates from any and all claims, damages or other liability, including attorney's fees, that may arise due to the actions or failures to act of Exhibitor and any agent or contractor or guest of Exhibitor. The provisions of this paragraph will survive any termination of the Agreement.
13. To the extent permitted by law: (i) Exhibitor hereby releases SCTE from any liability for claims, damages or other harm to Exhibitor arising from participation in the Event except to the extent arising from the gross negligence or willful misconduct of SCTE; and (ii) Exhibitor hereby releases Landlord from any liability for claims, damages or other harm to Exhibitor arising from participation in the Event except to the extent arising from the gross negligence or willful misconduct of Landlord.
14. CHOICE OF LAW. The laws of the Commonwealth of Pennsylvania shall govern the construction, interpretation, meaning, validity and performance of the Agreement, without regard to any contrary conflicts of law principles. Each Party hereby consents to the exclusive jurisdiction and venue in the state and federal courts sitting in the Commonwealth of Pennsylvania and agrees that the prevailing party in any dispute arising from the Agreement shall be entitled to its attorney fees and costs. Each Party hereby waives any right it may have to a trial by jury for any disputes arising from this Agreement or the Parties' relationship created hereby.
15. SEVERABILITY. If any provision of the Agreement is deemed to be unenforceable, then the remainder of the Agreement shall not be affected and shall be enforced as if the unenforceable provision were not included therein.
16. LEGAL COMPLIANCE AND EXPORT CONTROL. Exhibitor is responsible for complying with: (i) all laws and regulations applicable to its performance under the Agreement; and (ii) import, export, and economic sanction laws and regulations, including any defense trade control regime of any jurisdiction, and those of the United States that prohibits or restricts the export, re-export, import or transfer of technology, data, software, services or products, whether indirectly or directly, to or for the benefit of restricted end users, applications or countries. Any Exhibitor that (y) transfers, exports, re-exports, or import material(s) or (z) uses any of SCTE's service(s) in a jurisdiction external to the location of Exhibitor's business or individual address, does so at their own liability and accepts and acknowledges that SCTE does not and shall not serve as the transferor, exporter, or importer of such material and shall have no liability for same. Any use of SCTE services for an unlawful purpose will result in immediate termination of the Agreement as well as termination of access to all or any portion of SCTE applications and services at the sole discretion of SCTE.
17. NOTICES. All administrative notices and Event planning requests to SCTE will be in writing sent via email to [expo@scte.org](mailto:expo@scte.org). All legal notices to SCTE will be sent via email with delivery confirmation to [legal@SCTE.org](mailto:legal@SCTE.org). All notices to Exhibitor will be in writing sent via email to the email address provided in the Application.
18. ASSIGNMENT. The Agreement shall not be assigned by Exhibitor by operation of law or otherwise except with the written consent of SCTE. Subject to the foregoing, the Agreement



shall be binding upon and shall inure to the benefit of the parties and their permitted successors and assigns.

19. AMENDMENTS. All modifications, amendments or extensions of the Agreement must be in a writing signed by both Parties.
20. ENTIRE AGREEMENT. The Agreement represents the full and complete understanding and agreement of the Parties pertaining to the subject matter hereof and prevails over all statements, clauses or conditions which may be contained in any other form or document. No provisions printed on any purchase order submitted by Exhibitor will supersede the provisions of the Agreement.
21. WAIVER. No delay or failure to exercise any right or remedy provided for herein will be deemed to be a waiver thereof or acquiescence in the event giving rise to such right or remedy, and every such right and remedy may be exercised from time to time and so often as may be deemed expedient by the Party exercising such right or remedy. The rights and remedies herein provided are cumulative and not exclusive of any provided by law.
22. RIGHT TO USE EXHIBITOR'S NAME AND MARKS. SCTE will be entitled to use Exhibitor's name and trademarks to promote the Event. SCTE shall not have or acquire any ownership rights in the Exhibitor marks as a result of the Agreement. All use and the goodwill created from SCTE's use of Exhibitor marks shall inure solely to the benefit of the Exhibitor.

Version 2024.02.23

