

SCTE TechExpo25 Participant Agreement

Definitions

- “**Event**” means the SCTE TechExpo25 to be held September 29, 2025 – October 1, 2025 in Washington, DC, USA.
 - “**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 an obligation.
 - “**Host Facility**” means the Walter E. Washington Convention Center in Washington, DC, USA.
 - “**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).
1. Agreements to Exhibit and Sponsor Event.
 - A. Agreement to Exhibit. Participant agrees to operate the Exhibit at the Event in accordance with the provisions of this Agreement. Participant agrees to pay to SCTE the fee set forth in **Appendix A** hereto (“**Exhibitor Fee**”) for the privilege of operating the Exhibit.
 - B. Any Agreement to Sponsor Event to be Documented Separately. Participant may, if the Parties so agree, subsequently enter into one or more sponsorship agreements (each a “**Sponsorship Agreement**”) with SCTE pursuant to which Participant will agree pay a fee (each a “**Sponsorship Fee**”) to be recognized with respect to an Event sponsorship (each a “**Sponsorship**”). The term “**Sponsor**”, as used herein, refers to Participant to the extent that Participant becomes party to a Sponsorship Agreement.
 2. The term (“**Term**”) of the Agreement commences upon Effective Date and, unless terminated sooner, ends upon the date that Participant completes the removal of the Exhibit and any other Exhibit- or Sponsorship-related materials from the Host Facility and all Hotels. The Agreement incorporates by reference, and Participant agrees to comply with, the SCTE EXHIBITOR RULES (“**Rules**”) set forth at techexpo.scte.org/legal. If there is a conflict between a provision in the body of the Agreement and a provision of the Rules, the Rules will control. If Participant becomes party to more than one agreement to operate an exhibit at the Event, or if Participant otherwise enters into separate Sponsorship Agreements or other agreements with SCTE with respect to the Event, a breach by Participant of any one such agreement shall be deemed to be a breach by Participant of all such agreements.
 3. Participant may have received an invitation from SCTE to submit an exhibit application (“**Application**”) at an assigned date and time based upon previously earned Priority Points. SCTE will make reasonable efforts to prioritize an Application received by the designated date and time. If Participant does not submit the Application by the designated date and time, or if Participant 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 Participant at the sole discretion of SCTE, and

Participant will implement its Exhibit in such space. Participant agrees that SCTE may, from time to time in the sole discretion of SCTE, cancel or update the terms of its priority points program for exhibitors.

4. Exhibitor Payment.

- A. A 50% deposit of the Exhibitor Fee is due the earlier of: (i) 30 days after the Effective Date; or (ii) June 25, 2025. The balance of the Exhibitor Fee is due June 25, 2025. If the Effective Date is after June 22, 2025, the entire amount of the Exhibitor Fee is due within three business days of the Effective Date. 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). If Participant requests, and SCTE agrees, that the Exhibitor Fee will be paid through use of a Participant or third-party processing service, the amount of the Exhibitor Fee will be increased to offset any fees that are assessed to SCTE in connection with the use of such processing service.
- B. All payments made pursuant to the Agreement or any Sponsorship Agreement must be made in United States dollars. Payment to SCTE is exclusive of, and Participant 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). Participant will promptly reimburse SCTE for any such taxes that SCTE must pay to applicable taxing authorities.
- C. If Participant fails to timely pay any amount due under the Agreement or any Sponsorship Agreement and fails to cure such breach within 48 hours, SCTE may terminate the Agreement and any Sponsorship Agreement upon written notice to Participant and retain all Exhibitor Fees and Sponsorship Fees paid by Participant.

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

- A. Termination of Agreement by Participant. Participant may cancel its Exhibit only by terminating the Agreement as follows:
 - i. If Participant is unable to fulfill its obligations under the Agreement due to an event of Force Majeure, Participant must immediately so notify SCTE in writing at expo@SCTE.org. If Participant has paid the entire Exhibitor Fee and timely provides such notice, SCTE will either, at the sole discretion of SCTE: (y) provide Participant with a substantially similar exhibition space at the next annual SCTE TechExpo event, retain an amount equal to the Exhibitor Fee and apply 50% of that amount as a deposit towards that next annual TechExpo event; or (z) refund 50% of the Exhibitor Fee paid by Participant and the Agreement will thereupon be deemed terminated with no further liability to either Party. If Participant fails to give timely notice or if Participant has not paid the entire Exhibitor Fee, then SCTE will be entitled to retain the entire amount that has been paid. If the provisions of Section 5(B)(i) apply, then Section 5(B)(i) will supersede this Section 5(A)(i).

- ii. If SCTE changes the date or host state or country of the Event, and such change is unacceptable to Participant, Participant must immediately so notify SCTE in writing at expo@SCTE.org and SCTE will refund the Exhibitor Fee and any Sponsorship Fee paid by Participant and the Agreement and any Sponsorship Agreements will thereupon be deemed terminated with no further liability to either Party.
 - iii. If Participant wishes to terminate the Agreement for convenience, Participant must so notify SCTE in writing at expo@SCTE.org on or before June 26, 2025. If Participant submits timely notice and the Event is completely sold out (including SCTE successfully re-selling Participant's Exhibit and, if applicable, any Participant Sponsorship), SCTE will retain an amount equal to 50% of the Exhibitor Fee and refund any Exhibitor Fee balance to Participant, which refund will be mailed to Participant approximately six weeks after the close of the Event, and the Agreement will thereupon be deemed terminated with no further liability to either Party. If the Event is not sold out (including SCTE successfully re-selling Participant's Exhibit and, if applicable, any Participant Sponsorship), SCTE will retain the entire Exhibitor Fee paid by Participant and the Agreement will be deemed terminated with no further liability to either Party.
- B. Termination of Agreement or Sponsorship Agreement by SCTE.
- i. If SCTE is unable to fulfill its obligations under the Agreement or any Sponsorship Agreement due to an event of Force Majeure, SCTE will so notify Participant in writing and SCTE will either, at the sole discretion of SCTE: (y) provide Participant with a pro rata credit to be applied toward a substantially similar Exhibit or Sponsorship, as applicable, at the next annual TechExpo event, and retain the Exhibitor Fee paid by Participant as a deposit towards that subsequent event; or (z) issue a pro rata refund of the amount of the Exhibitor Fee that has been paid by Participant and the Agreement will thereupon be deemed terminated with no further liability to either Party. In calculating the pro rata credit or refund, the applicable ratio will be determined by dividing the amount of Event-related costs that SCTE can recover from third parties by the total amount of Event-related costs that SCTE incurs with respect to the Event.
 - ii. SCTE may terminate the Agreement and any Sponsorship Agreement upon written notice to Participant and retain all Exhibitor Fees and Sponsorship Fees paid by Participant with no further liability to SCTE if Participant breaches any provision of the Agreement or any Sponsorship 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 immediately terminate the Agreement and any Sponsorship Agreement in accordance with Sections 4(C), 9 or 14 of the Agreement or Sections 13(B) or 20 of the Rules and retain all Exhibitor Fees and Sponsorship Fees paid by Participant with no further liability to SCTE.
- C. The Parties agree that any retention by SCTE of Exhibitor Fee or Sponsorship Fee payments pursuant to Sections 5(A)(i) or (iii), 5(B)(i) or (iii) or 31(A)(i) or (iii) constitutes liquidated damages that are compensation and not a penalty. The Parties further agree that: (i) SCTE's damages in the event of such cancellation or termination would be

impossible or very difficult to estimate; (ii) such retention of Exhibitor Fee and Sponsorship Fee payments are in consideration of (and compensation for the cost of) SCTE having reserved the Exhibitor and Sponsorship opportunities for Participant until the date of cancellation or termination, thereby losing or deferring the opportunity to provide the Exhibitor and Sponsorship opportunity to others, as well as incurring other performance and administrative costs; (iii) the Parties are accordingly agreeing to liquidated damages as set forth herein; and (iv) such retention of Exhibitor Fee and Sponsorship Fee payments are a reasonable forecast of SCTE's probable damages in the event of such cancellation or termination. Such retention by SCTE of Exhibitor Fee and Sponsorship Fee payments shall be SCTE's sole and exclusive remedy, and the Participant's sole liability and entire obligation, for lost Event revenues related to a cancellation or termination. The Parties agree that any Exhibitor Fee or Sponsorship Fee amount not refunded to Participant may not be applied to any other SCTE activity, service, or product.

- D. If the Agreement is terminated for any reason, SCTE may re-sell the Event space covered by the Agreement. If a Sponsorship Agreement is terminated for any reason, SCTE may re-sell the sponsorship covered by the Sponsorship Agreement.
6. SCTE has the right to prohibit any Exhibit or part of an Exhibit which in its opinion is not suitable to, or in keeping with, the character or purpose of the Event and of SCTE. Questionable Exhibits shall be immediately modified or removed at Participant's expense at the request of SCTE.
 7. Changes to the Event.
 - A. Participant 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 Exhibitor Fees to Participant. 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). All matters and questions not specifically covered by the Agreement shall be subject to the discretion of SCTE.
 - B. [intentionally omitted]
 8. Participant employees, representatives, agents, contractors and guests will conduct themselves professionally throughout the Event, including wearing attire appropriate to the Event. Each such individual must agree to and comply with all Event attendee terms and conditions as promulgated and updated by SCTE from time to time.
 9. Participant warrants that the products/services presented in the Exhibit or Sponsorship, as applicable, accurately represent Participant's capabilities and are germane to the cable and telecommunications industry. If SCTE determines that such products or services are not representative of Participant's capabilities and/or are not germane to the cable and telecommunications industry, SCTE may immediately terminate the Agreement and any Sponsorship Agreement.
 10. Host Facility Rules. Participant agrees to comply with all rules promulgated by the Landlord with respect to the use of the Host Facility or Hotels. Participant will not post any signage at the Host Facility or Hotels, or otherwise in connection with the Event, without the prior written consent of

SCTE. Participant will pay for the cost of removal of, and damages caused by, improperly placed signs.

11. The Participant participates in the Event entirely at its own risk and SCTE and Landlord are not liable, whether in contract or in tort (including negligence), to Participant for claims or harms arising out of or in connection with Event participation. To the extent permitted by law: (i) Participant hereby releases SCTE from any liability for claims, damages or other harm to Participant, including loss or damage to the goods or property of the Participant, arising from participation in the Event except to the extent arising from the gross negligence or willful misconduct of SCTE; and (ii) Participant hereby releases Landlord from any liability for claims, damages or other harm to Participant arising from participation in the Event, including loss or damage to the goods or property of the Participant, except to the extent arising from the gross negligence or willful misconduct of Landlord.
12. Dispute Resolution.
 - A. The laws of the Commonwealth of Pennsylvania shall govern the construction, interpretation, meaning, validity and performance of the Agreement and any Sponsorship Agreement, without regard to any contrary conflicts of law principles. If permitted by applicable law, each Party waives the right to litigate in court or an arbitration proceeding any dispute as a class action, either as a member of a class or as a representative, or to act as a private attorney general.
 - B. All disputes arising out of or in connection with this Agreement or any Sponsorship Agreement will be finally settled under the Commercial Rules (Expedited Procedures) of the American Arbitration Association, by a single arbitrator appointed in accordance with such Rules. The seat of arbitration shall be Exton, Pennsylvania and the language of the arbitral proceedings shall be English. The prevailing party in any such dispute shall be entitled to its attorney fees and costs.
 - C. Notwithstanding the provisions of Section 12(B), if any dispute entails a matter that will cause either Party irreparable damage for which recovery of money damages would be inadequate, either Party may seek immediate equitable relief without the necessity of posting a bond in any state or federal court located in Chester County, Pennsylvania. Each party hereby waives any right it may have to a trial by jury for any such dispute. The prevailing party in any such dispute shall be entitled to its attorney fees and costs.
13. Severability. If any provision of the Agreement or any Sponsorship Agreement is determined by an arbitrator or court of proper jurisdiction to be unenforceable, then the remainder of the applicable agreement shall not be affected and shall be enforced as if the unenforceable provision were not included therein.
14. Legal Compliance and Export Control.
 - A. Participant is responsible for complying with: (i) all laws and regulations applicable to its performance under the Agreement and any Sponsorship 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 Participant 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 Participant'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 and any Sponsorship Agreement as well as termination of access to all or any portion of SCTE applications and services at the sole discretion of SCTE.

- B. Except as previously disclosed in writing to SCTE, neither Participant, nor any of its direct or indirect shareholders, directors, officers, or third-party agents, nor any of its subsidiaries (including directors, officers or third-party agents of such subsidiaries) is a person identified on any Restricted Person List. For purposes of the foregoing, "**Restricted Person List**" means: (i) the restricted person lists maintained by the U.S. government including the Specially Designated Nationals and Blocked Persons enforced by the Department of the Treasury's Office of Foreign Assets Control, and the Entity, Denied Person, and Unverified List enforced by the Department of Commerce's Bureau of Industry and Security, (ii) restricted person lists maintained or published by the European Union, the United Kingdom, and the United Nations, and (iii) or any other comparable list of persons subject to trade restrictions and/or sanctions imposed or administered by any governmental entity in any jurisdiction in which Participant operates. SCTE reserves the right to immediately terminate the Agreement and bar Participant's inclusion in any SCTE activities if SCTE determines in its sole judgment that Participant is in violation of this paragraph.
15. Notices. All administrative notices and Event planning requests to SCTE will be in writing sent via email to expo@scte.org. All legal notices to SCTE will be in writing sent via email with delivery confirmation to legal@SCTE.org. All notices to Participant will be in writing sent via email to the email address provided in the signature block of Participant.
16. Assignment. The Agreement and any Sponsorship Agreement shall not be assigned by Participant by operation of law or otherwise except with the written consent of SCTE. SCTE may freely assign the Agreement or any Sponsorship Agreement. Subject to the foregoing, the Agreement and any Sponsorship Agreement shall be binding upon and shall inure to the benefit of the Parties and their permitted successors and assigns.
17. Amendments. All modifications, amendments or extensions of the Agreement or any Sponsorship Agreement must be in a writing signed by both Parties.
18. Entire Agreement. The Agreement, together with any Sponsorship Agreement(s), 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 Participant will supersede the provisions of the Agreement or any Sponsorship Agreement.
19. Waiver. No delay or failure to exercise any right or remedy provided for in the Agreement or any Sponsorship Agreement 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 and in any Sponsorship Agreement provided are cumulative and not exclusive of any provided by law.

20. Right to Use Participant's Name and Marks.

- A. Participant hereby grants to SCTE a limited, non-exclusive, worldwide, non-transferable, sublicensable, royalty-free and fully paid-up right and license to use Participant's names and trademarks and any third-party names and trademarks (collectively "**Participant Marks**") that Participant makes available to SCTE (including in any Sponsor Content), solely for the purposes of: (i) performing SCTE's obligations under the Agreement and any Sponsorship Agreement; and (ii) promoting and memorializing the Event. Such license will commence on the Effective Date and continue indefinitely unless Participant gives written notice SCTE withdrawing such license, which notice cannot be effective sooner than one year after the end of the Event.
- B. SCTE shall not have or acquire any ownership rights in Participant Marks as a result of the Agreement or any Sponsorship Agreement. All use and the goodwill created from SCTE's use of Participant Marks shall inure solely to the benefit of Participant.
- C. Participant hereby represents that the Participant Marks that it provides to SCTE for the purpose of SCTE's performance under the Agreement and any Sponsorship Agreement meets Participant's internal brand guidelines and do not infringe, violate, or misappropriate any third-party intellectual property or proprietary right.

21. Approved Contractors; Security.

- A. SCTE will identify the third-party contractors (each an "**Approved Contractor**") authorized by Landlord to provide services at the Host Facility and Hotels. Participant will not engage any third-party contractor other than an Approved Contractor to provide services to Participant at the Host Facility and Hotels unless approved in advance in writing by SCTE. To the extent permitted by applicable law, Participant releases each Approved Contractor from any liability for claims, damages or other harm to Participant arising from participation in the Event except to the extent arising from the gross negligence or willful misconduct of such Approved Contractor. SCTE and Landlord are not responsible for the performance of any Approved Contractor or any other Event contractor in carrying out such contractor's obligations to Participant or for any other act or omission of any such contractor, whether or not the contractor has been appointed as the exclusive provider of any class of goods or services to Event participants.
- B. SCTE will arrange for security guards during the closed hours of the Event. After show hours, only those Participant personnel properly identified and with the permission of SCTE may enter the exhibit area.
- C. Participant may only engage subcontractors to perform Participant's obligations at the Event with the prior written consent of SCTE, in which case such subcontractors must comply with all requirements applicable to subcontractors in the Rules and as set forth at techexpo.org/legal. Notwithstanding whether SCTE approves of a subcontractor, Participant will remain responsible for the performance of its subcontractors.

22. Insurance.

- A. Participant must maintain the following insurance throughout the term of the Agreement:

<u>COVERAGE</u>	<u>MINIMUM LIMIT</u>
I. Commercial General Liability:	
General Aggregate:	\$2,000,000
Products – Completed/Operations Aggregate:	\$2,000,000
Personal and Advertising Injury:	\$1,000,000
Each occurrence:	\$1,000,000
Fire Damage (any one fire)	\$300,000
Medical expense (any one person)	\$5,000
II. Automobile Liability (covering owned, hired and non-owned vehicles for bodily injury and property damage), combined single limit (each accident):	
	\$1,000,000
III. Excess Liability (shall be following form or broader than underlying policies):	
	\$2,000,000
IV. Workers Compensation – Statutory limits:	
Employers liability – By each accident	\$500,000
Employers liability – By each disease	\$500,000
Employers liability - Policy limit	\$500,000

- B. All such Participant policies will be obtained from insurance companies having at least an A-VII A.M. Best rating and will be considered primary and policies held by SCTE or Landlord are non-contributory. SCTE and each applicable Landlord entity and all of their respective affiliates will be named as an additional insured on the general liability and automobile liability policies (the formal names of these entities will be posted at techexpo.scte.org/exhibitor-resources and updated from time to time). Participant must provide proof of insurance to SCTE upon request.
- C. SCTE recommends that Participant consider, in the sole discretion and expense of Participant, obtaining for the Event: (i) a contract of insurance providing cover of any losses of the Participant in the event of Event cancellation for any reason by either Party; and/or (ii) a portal-to-portal insurance rider to protect Participant property.

23. Non-Discrimination; Compliance with ADA.

- A. Neither Party will discriminate against any person on the basis of race, color, religion, sex, national origin or physical or mental disability in performing under the Agreement or any Sponsorship Agreement or participating in the Event.
- B. Participant will comply with the Americans with Disabilities Act and be solely responsible for non-permanent accessibility requirements for Participant's Exhibit space, such as, but not limited to, auxiliary aids for the visually impaired hearing impaired and mobility impaired, and meeting room seating arrangements.

24. Indemnification.

- A. Participant will defend, indemnify and hold harmless SCTE from and against: (i) any claims or damages arising from damage to the Host Facility or Hotels caused by Participant or its employees, representatives, agents, contractors or guests; and (ii) any claims by the Host Facility or Hotels for damages for failure to timely vacate the Event space, if due to Participant's failure to timely vacate the Event space.
 - B. Participant agrees to indemnify, defend and hold harmless SCTE and the Landlord as well as their respective affiliates from and against any and all claims, damages or other liability, including attorney's fees, that may arise due to the gross negligence or willful misconduct of Participant or any employee, representative, agent, contractor or guest of Participant or from a breach of Sections 20(C), 23 or 28(C).
 - C. SCTE agrees to indemnify, defend and hold harmless Participant from and against any and all claims, damages or other liability, including attorney's fees, that may arise due to the gross negligence or willful misconduct of SCTE.
25. Limitations of Liability.
- A. Participant will not be liable to SCTE for any indirect, incidental, special, punitive or consequential damages arising from the Agreement, whether such damages arise in contract, tort or otherwise and whether Participant has been advised or not of the possibility of such damages.
 - B. SCTE will not be liable to Participant for any indirect, incidental, special, punitive or consequential damages arising from the Agreement, whether such damages arise in contract, tort or otherwise and whether SCTE has been advised or not of the possibility of such damages.
 - C. The limitations of liability set forth above in Sections 25(A) and (B) will not apply to: (i) claims or damages arising from the gross negligence or willful misconduct of, or claims brought by third parties as a result of, the acts or failures to act of the Party seeking to enforce the limitations of liability; or (ii) any obligation of either Party to indemnify the other Party under the Agreement.
26. Survival. Termination of the Agreement or any Sponsorship Agreement shall not affect either Party's accrued rights or obligations under the terminated agreement as they exist at the time of termination, or any rights or obligations that either expressly or by implication continue after such agreement has ended. Any provisions of the Agreement or any Sponsorship Agreement which, by their nature, are intended to survive shall survive expiration or termination of such agreement for any reason.
27. Force Majeure. Subject to certain remedies and requirements set forth in Sections 5(A)(i), 5(B)(i) and 31(A)(i), neither Party will be liable for defaults or delays under the Agreement or any Sponsorship Agreement by reason of Force Majeure.
28. Sponsor Content. Sponsorship details, as set forth in a Sponsorship Agreement, may include content (including advertising) to be presented by or on behalf of Participant at or prior to the Event (collectively "**Sponsor Content**") and/or the right to use video highlights or other recordings of the Event ("**Post-Event Content**") for Participant's purposes after the Event. Participant agrees that:

- A. Participant must deliver Sponsor Content to SCTE in the format set forth in the applicable Sponsorship Agreement, or as otherwise specified by SCTE from time to time.
 - B. Participant will not include in the Sponsor Content, or use Post-Event Content in connection with, any obscene, sexually explicit, racially, culturally or ethnically offensive, harmful, harassing, intimidating, threatening, hateful, discriminatory, or otherwise offensive or abusive statements, comments, material or content.
 - C. SCTE has the right to prohibit any Sponsor Content, or use of Post-Event Content in connection with any content, which, in the sole discretion of SCTE, is not suitable to, or in keeping with, the character or purpose of the Event and of SCTE. Sponsor Content or use of Post-Event Content that SCTE finds objectionable shall be immediately modified or removed at Participant's expense at the request of SCTE. Notwithstanding the foregoing approval rights of SCTE, Participant is solely responsible for any legal liability arising out of or related to the Sponsor Content or improper use of Post-Event Content and/or any material to which users can link through the Sponsor Content. Participant represents and warrants that it holds the necessary rights to permit the use of the Sponsor Content and that the use, reproduction, distribution, or transmission of the Sponsor Content will not violate any criminal laws or any rights of any third parties, including but not limited to such violations as infringement or misappropriation of any copyright, patent, trademark, trade secret, music, likeness or image, or other proprietary or property right, false advertising, unfair competition, defamation, invasion of privacy rights or rights of celebrity, violation of any anti-discrimination law or regulation, or any other right of any person or entity.
29. Attendee Passes. If a Sponsorship Agreement states that Participant is entitled to Event attendance passes, Participant may identify individuals to receive Event attendance passes, whether as employees, representatives or guests of Participant, subject to Section 8.
30. Confidentiality. Participant agrees that that the amount of the Sponsorship Fee in any Sponsorship Agreement is confidential information of SCTE and will not disclose the Sponsorship Fee to third parties except as required by law. This paragraph will not apply if the amount of the Sponsorship Fee is otherwise disclosed by SCTE in a non-confidential manner.
31. Cancellation and Termination of Sponsorship Agreement.
- A. Cancellation or Termination by Participant.
 - i. If Participant is unable to fulfill its obligations under a Sponsorship Agreement due to an event of Force Majeure, Participant must immediately so notify SCTE in writing at expo@SCTE.org. If Participant has paid the entire Sponsorship Fee and timely provides such notice, SCTE will either, at the sole discretion of SCTE: (y) provide Participant with a substantially similar sponsorship opportunity at the next annual SCTE TechExpo event and retain an amount equal to the Sponsorship Fee and apply 50% of that amount as a deposit towards that next annual TechExpo event; or (z) refund 50% of the Sponsorship Fee paid by Participant and the Sponsorship Agreement will thereupon be deemed terminated with no further liability to either Party. If Participant fails to give timely notice or if Participant has not paid the entire Sponsorship Fee, then SCTE will be entitled to retain the entire amount that has been paid. If the provisions of

Section 5(B)(i) apply, then Section 5(B)(i) will control rather than this Section 31(A)(i).

- ii. If SCTE changes the date or host state or country of the Event, and such change is unacceptable to Participant, Participant must immediately so notify SCTE in writing at expo@SCTE.org and SCTE will refund the Sponsorship Fee paid by Participant and the Sponsorship Agreement will thereupon be deemed terminated.
- iii. If Participant wishes to terminate a Sponsorship Agreement for convenience, Participant must so notify SCTE in writing at expo@SCTE.org before June 25, 2025 ("**Cut-Off Date**"). If Participant submits timely notice and the Event is completely sold out (including SCTE successfully re-selling Participant's Exhibit and, if applicable, any Participant Sponsorship), SCTE will retain an amount equal to 50% of the Sponsorship Fee and refund any Sponsorship Fee balance to Participant, which refund will be mailed to Participant approximately six weeks after the close of the Event, and the Agreement will thereupon be deemed terminated with no further liability to either Party. If the Event is not sold out (including SCTE successfully re-selling Participant's Exhibit and, if applicable, any Participant Sponsorship), SCTE will retain the entire Sponsorship Fee paid by Participant and the Sponsorship Agreement will be deemed terminated with no further liability to either Party.

- B. No Refunds for Advertising Sponsorships. Certain Sponsorships require SCTE to provide advertising, blogging or other promotion of Participant ("**Advertising Sponsorship**"). Notwithstanding the provisions of Sections 5(A) and (B) and 31(A), under no circumstances will the Sponsorship Fee for an Advertising Sponsorship be refundable once SCTE has begun to deliver the advertising, blogging or other promotion of Participant. An Advertising Sponsorship will otherwise be subject to Sections 5 and 31.

32. Sponsor Content Delivery Requirements under Sponsorship Agreements.

- A. Participant must forward all Sponsor Content and copy of the Participant Marks to expo@scte.org no later than the later of: (i) twelve weeks before the start date of the Event; or (ii) two business days after the Effective Date of the applicable Sponsorship Agreement. If SCTE receives such materials after this date, SCTE cannot guarantee inclusion.
- B. The Sponsor Content and Participant Marks are subject to the following requirements, as well as other reasonable requirements promulgated by SCTE from time to time:
 - i. Full color logo in a vectored eps file and jpeg for use on website, signage, and Event app.
 - ii. Banner sponsors only need to provide artwork designed by Participant. Dimensions provided in applicable Sponsorship Agreement.
 - iii. Unless otherwise noted in the applicable Sponsorship Agreement, Participant's logo will be featured in full color.

- iv. Submission details will be included in the Exhibitor Hub at techexpo.scte.org for the Event.

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