



Supporter Terms and Conditions

The exhibit and sponsor opportunities for Virtual SLEEP 2020 are detailed on sleepmeeting.org. An organization which participates in SLEEP 2020 shall be referred to in these Terms and Conditions as "Supporter". The exhibit and sponsorship application and these Terms and Conditions collectively constitute the "Agreement" for SLEEP 2020 and other offerings (collectively "Events" organized by the Associated Professional Sleep Societies, LLC ("APSS"). This document "Supporter Terms and Conditions for Virtual SLEEP 2020" supersedes the following documents, that may have been previously agreed to for the face-to-face SLEEP 2020 meeting, Exhibitor Rules and Regulations and Sponsorship Terms & Conditions.

- 1. Support.** APSS conducts opportunities as indicated on sleepmeeting.org for the Events. During the Term of this Agreement (as defined herein):
 - a) APSS shall identify and acknowledge Supporter as a supporter of the Events, as permitted in connection with qualified sponsorship payments under Section 513(i) of the Internal Revenue Code of 1986, as the same may be amended or supplemented (the "Code"), and the Treasury regulations thereunder. Such identification and acknowledgment shall include displaying Supporter's corporate logo and certain other identifying information (as permitted in connection with qualified sponsorship payments under Section 513(i) of the Code and the Treasury regulations thereunder) on the said and applicable Events in connection with the Events, as well as on other appropriate promotional media and materials in connection with the Events. The placement, form, content, appearance, and all other aspects of such identification and acknowledgment shall be determined by APSS in its sole discretion.
 - b) Supporter shall provide to APSS its trademarks, service marks, logos and other information, content and materials (in printed, electronic and/or other form) (collectively, the "Supporter Marks") in connection with Supporter's sponsorship of the Events.
- 2. Limited License to APSS**
 - a) Subject to the provisions of this Agreement, Supporter hereby grants to APSS a non-exclusive, nontransferable, revocable license to use the Supporter Marks solely in connection with Supporter's sponsorship of the Events (the "APSS License"). All uses of Supporter's Marks shall be determined by APSS in its sole discretion and shall be in accordance with Section 2 below.
 - b) All uses of the Supporter Marks by APSS shall be in connection with goods and/or services of a consistently high standard of quality, commensurate with the current standards and reputation for quality associated with APSS, and the provision of the goods and/or services under the Supporter Marks shall not reflect adversely upon the Supporter Marks or Supporter.
 - c) Except as expressly granted to APSS under the terms of this Agreement, all right, title and interest in and to the Supporter Marks shall at all times remain with Supporter. APSS shall not take any action that is inconsistent with Supporter's ownership of the

Supporter Marks or that would impair Supporter's rights in the Supporter Marks, and all goodwill and benefits accruing from use of the Supporter Marks shall inure to the benefit of Supporter. APSS shall not, at any time, seek to register the Supporter Marks.

- d) Supporter represents and warrants to APSS that (i) it has the full right, power and authority to license the Supporter Marks to APSS pursuant to this Section 2; and (ii) use of the Supporter Marks by APSS pursuant to the terms of this Agreement will not infringe upon the proprietary rights of any person or entity.

- 3. **Term.** The Term of this Agreement shall commence on the acceptance of this Agreement by APSS and terminate on August 1, 2021 Agreement ("Term"), unless terminated earlier by either party as set forth in Section 8 below, provided, that Supporter marks may remain on websites and other material published in connection with the Events during the Term of this Agreement.

4. **Contribution Schedule.**

- a. Supporter agrees to make a cash contribution to APSS in the total amount stated on sleepmeeting.org in a single lump-sum with the submission of this Agreement. Supporter acknowledges that no part of the contribution shall be returned to the Sponsor except as provided below in Section 21.
- b. The contribution known as the "sponsorship fee" is paid to the APSS for right to sponsor the Events and the right to receive benefits from being acknowledged by APSS as a Supporter of the Events during the Term of this Agreement. Supporter agrees that the contribution is fair compensation for the benefits provided and will not request documentation of expenses from the APSS.

- 5. **Obligations.** The Supporter agrees to adhere to applicable Events deadlines (as listed on sleepmeeting.org) and in the Exhibitor Portal. If submission deadlines are missed it could result in loss of benefits or opportunities associated with the said Event(s). If Supporter fails to meet the deadlines, Supporter is still held liable for the cash contribution outlined in Section 4.

- 6. **Relationship of Parties.** The relationship of Supporter and APSS to each other is that of independent contractors. Nothing herein shall create any association, joint venture, partnership or agency relationship of any kind between the parties. Neither party is authorized to incur any liability, obligation or expense on behalf of the other, to use the other's monetary credit in conducting any activities under this Agreement, or to represent that APSS is in the business of providing the products and/or services provided by Supporter.

- 7. **Indemnification.** Supporter shall indemnify, defend and hold harmless APSS and its subsidiaries, affiliates, related entities, partners, agents, officers, directors, employees, attorneys, heirs, successors, and assigns, and each of them, (collectively "APSS Indemnitees") from and against any and all claims, actions, demands, losses, damages, judgments, settlements, costs and expenses (including attorneys' fees and expenses), and liabilities of every kind and character whatsoever, which may arise by reason of: (i) any act or omission by Supporter or any of its officers, directors, employees, agents, or contractors; (ii) any use of Supporter's name, trademarks, service marks, logo, website or other information, materials, products or services provided by Supporter; and/or (iii) the inaccuracy or breach of any of the covenants,

representations and warranties made by Supporter in this Agreement. This indemnity shall require the payment of costs and expenses by Supporter as they occur. APSS shall promptly notify Supporter upon receipt of any claim or legal action referenced in this Section 7. The provisions of this Section 7 shall survive any termination or expiration of this Agreement.

8. Termination.

This Agreement shall terminate: (i) upon the occurrence of a material breach of a material provision by one (1) of the parties hereto if such breach is not cured within thirty (30) days after written notice of such breach is received by the breaching party from the non-breaching party identifying the matter constituting the material breach; or (ii) at any time upon the mutual written consent of both parties.

Associated Professional Sleep Societies, LLC may determine for any reason to cancel, suspend, reschedule or otherwise modify the dates, schedule, plans, or methods of delivery (including, but not limited to, virtual) for the Events. In such event, the Supporter agrees that all damages, costs and lost profits that it may suffer as a consequence thereof are its responsibility and not that of Associated Professional Sleep Societies, LLC or its representatives, vendors, volunteers, agents or employees.

9. Warranties. Supporter and APSS covenants, warrants and represents that it shall comply with all laws and regulations applicable to this Agreement and the performance of the parties' obligations hereunder, and that it shall exercise due care and act in good faith at all times in the performance of its obligations hereunder. The provisions of this Section shall survive any termination or expiration of this Agreement.

10. Waiver. Either Supporter's or APSS' waiver of, or failure to exercise, any right provided for in this Agreement shall not be deemed a waiver of any further or future right under this Agreement.

11. Governing Law. All questions with respect to the construction of this Agreement or the rights and liabilities of the parties here-under shall be determined in accordance with the laws of the State of Illinois. Any legal action taken or to be taken by either party regarding this Agreement or the rights and liabilities of parties hereunder shall be brought only before a federal, state or local court of competent jurisdiction located within the State of Illinois. Each party hereby consents to the jurisdiction of the federal, state and local courts located within Cook County, Illinois.

12. Headings. The headings of the various paragraphs hereof are intended solely for the convenience of reference and are not intended for any purpose whatsoever to explain, modify or place any construction upon any of the provisions of this Agreement.

13. Assignment. This Agreement may not be assigned, or the rights granted hereunder transferred by either Supporter or APSS without the express prior written consent of the other party. APSS may use contractors to fulfill its obligations under this Agreement.

14. Heirs, Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of each party, its subsidiaries, affiliates, related entities, partners, shareholders, agents, officers,

directors, employees, heirs, successors, and assigns, without regard to whether it is expressly acknowledged in any instrument of succession or assignment.

- 15. Counterparts.** This Agreement may be executed in one (1) or more counterparts, each of which shall be deemed an original and all of which taken together shall constitute one (1) and the same instrument.
- 16. Entire Agreement.** This Agreement: (i) constitutes the entire agreement between the parties hereto with respect to the subject matter hereof; (ii) supersedes and replaces all prior agreements, oral and written, between the parties relating to the subject matter hereof; and (iii) may be amended only by a written instrument clearly setting forth the amendment(s) and executed by both parties.
- 17. Notice.** All notices or communications required or permitted hereunder must be in writing and shall be deemed to have been duly given (a) upon delivery, if delivered personally; (b) on the first business day after transmission, if delivered by facsimile transmission and such delivery is confirmed telephonically; or (c) on the first business day after the mailing or sending of such notice by commercial overnight courier (e.g. Federal Express), to the following addresses: If to APSS: Associated Professional Sleep Societies, LLC, Attention: Executive Director, 2510 North Frontage Road, Darien, IL 60561, Ph. (630) 737-9700, Fax (630) 737-9790. If to Supporter: the address indicated on the front/first page of this Agreement.
- 18. Severability.** All provisions of this Agreement are severable. If any provision or portion hereof is determined to be unenforceable in arbitration or by a court of competent jurisdiction, then the remaining portion of the Agreement shall remain in full effect.
- 19. Rejection of Application.** The APSS reserves the right to reject a sponsorship application. The enforcement of this right is at the sole and absolute discretion of APSS management and is not subject to appeal.
- 20. Americans with Disabilities Act** Each Supporter is responsible for compliance with the Americans with Disabilities Act (ADA) within its booth and assigned space.
- 21. Cancellations, Refunds & Reductions in Space.** Should Supporter cancel or modify its level of support, Supporter shall so notify APSS in writing. The date of receipt of such notice will be used as the official cancellation/modification date. Notices received on or before **August 12, 2020**, will incur an administrative fee equal to 20% of the total payment. Refunds will not be given for cancellations/modifications received on or after **August 13, 2020**. All approved refunds will be processed and returned prior to September 4, 2020.
- 22. Dress Code.** The dress code at SLEEP 2020 is business casual. All Supporters and their representatives are required to adhere to this dress code during live video chat; the APSS reserves the right to remove virtual access to any Supporter who does not comply with this dress code.
- 23. Financial Standing.** At any time leading up to SLEEP 2020, if it is determined that a Supporter is not in good financial standing with the APSS, AASM, SRS, AASM Foundation or SRS Foundation the APSS reserves the right to the support and apply that money to the outstanding debts of the

Supporter. The Supporter will be informed of this decision and will have 30 days to cure all debts. Only organizations in good financial standing will be allowed to participate in SLEEP 2020.

24. FDA Regulations. Exhibitors should be aware of the Food and Drug Administration (FDA) restrictions on the promotion of investigational and pre-approved drugs and devices. The FDA also prohibits the promotion of approved drugs for unapproved purposes.

25. Handouts and Giveaways. Handouts and giveaways, including prize contests and drawings, are permitted by the APSS. Please indicate on the enclosed application the intended handouts/giveaways. Permission for all handout and giveaway items must be obtained prior to the opening prior to the opening if the virtual Exhibit Hall and materials will only be distributed through the Supporter listing and/or product showcase. Any distributed materials are limited to information about the company's products/services. Exhibitors may not disseminate materials of any kind announcing events occurring at times other than the dates of the virtual SLEEP 2020 meeting unless prior approval has been granted. The APSS in its sole discretion shall have the right to prohibit the distribution of any materials that violates APSS policies, deems objectionable or is otherwise inappropriate.

27. Photography and Video Recording. Photography, audio or video recording, other than by the APSS or press approved by the APSS, is prohibited. 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 Supporter acknowledges and agrees that the Associated Professional Sleep Societies, LLC, its employees and contractors may take photographs/videos which could include images of the Supporter, its representatives and its material in connection with the Events. The Supporter hereby consents to and grants to the Associated Professional Sleep Societies, LLC 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 Supporter acknowledges that Associated Professional Sleep Societies, LLC 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 Supporter and its representatives may have relating to or arising from the images or their use.

28. Rejection of Application. The APSS reserves the right to reject an application, to cancel participation in the Events, to curtail or close participation in the Events at any time prior to or during SLEEP 2020, the 34th Annual Meeting of the Associated Professional Sleep Societies, LLC, or after. In addition, the APSS reserves the right to deny participation in the Events to organizations and companies that are direct competitors, or which do not fit within the mission of APSS. The enforcement of this right is at the sole and absolute discretion of APSS management.

29. Selling Products. The APSS will permit sales during the SLEEP 2020 Exhibit Hall. In order to conduct sales, Supporters must strictly adhere to all applicable rules, policies and procedures prior to, during and following the annual meeting. Exhibitors choosing to participate in direct sales must clearly indicate such intent on their application and contract for exhibit space. Exhibitors are solely responsible for (i) paying all applicable state and/or city sales taxes; (ii) complying with all tax laws, regulations and policies of the meeting's host city and state; and (iii) complying with any other associated tax laws, policies, regulations or requirements. The APSS is not responsible or accountable in any way for sales conducted during the virtual event, nor after if via sale by leads from the event, collection or payment of sales tax, compliance with applicable tax laws, or for any

violations made by an exhibiting company concerning sales tax, or any other applicable tax laws, policies, regulations or requirements.

The Supporter must provide all information and complete requests for information from third party vendors for the Events. The APSS is not liable for providing a Supporter's relevant information.

Supporters must provide APSS with a list of products and/or services that are intended for sale during the annual meeting no later than **July 22, 2020**. The APSS may decline the sale of any product and/or service during the event, in its sole and absolute discretion. APSS reserves the right to remove any Supporter who does not comply with the APSS SLEEP 2020 Terms and Conditions, and the CadmiumCD Privacy Statement.

30. Staffing of Virtual Exhibits. Supporter's virtual exhibit space must be staffed and operational during the designated times. Supporters which do not have staff operational in their virtual exhibit during the designated times will incur a loss of priority points and may be denied exhibit space at future SLEEP meetings.

31. Subletting/Sharing. No subletting or sharing of exhibit space is allowed. Supporters may show only products or services manufactured or dealt by them in the regular course of business. The featuring of a name or advertisement of a non-exhibiting firm or business is prohibited.

32. Technology Use. The extent of attendee's use of technology during the event is not guaranteed. Efforts will be made to communicate with attendees regarding camera use in devices and computers, mobile app capabilities in iOS and Android, audio settings and headset use, and stylus use in the virtual event platform. In no event shall APSS be held liable for interruptions to Internet access, power access, video camera access, or audio capabilities, nor of any similar interruptions to that in the virtual event platform (CadmiumCD) for the duration of the posted virtual event platform website.

33. Use of APSS and SLEEP 2020 Name/Logo. The Associated Professional Sleep Services, LLC (APSS) and SLEEP 2020 name, logo and acronym are proprietary and may not be used in signs, advertising, promotions or on any product literature either inside or outside the Exhibit Hall. This rule applies before, during and after the SLEEP meeting, unless prior authorization has been received from the APSS.

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

APSS shall have sole power in the interpretation and enforcement of all regulations contained herein, and the power to make amendments thereto and such further regulations shall be considered necessary for the proper conduct of the exhibition. Such decisions shall be binding upon exhibitors.

LIMITATION OF LIABILITY. IN NO EVENT SHALL ASSOCIATED PROFESSIONAL SLEEP SOCIETIES, LLC, CADMIUM CD, AND THEIR RESPECTIVE OWNERS, MANAGERS, OFFICERS OR DIRECTORS, AGENTS, EMPLOYEES, INDEPENDENT CONTRACTORS, SUBSIDIARIES AND AFFILIATES (COLLECTIVELY "APSS PARTIES") BE LIABLE TO THE SUPPORTER OR ANY THIRD PARTY HIRED BY OR OTHERWISE ENGAGED

BY THE SUPPORTER FOR ANY LOST PROFITS OR ANY OTHER INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING ATTORNEYS' FEES AND COSTS, ARISING OUT OF THIS APPLICATION AND AGREEMENT OR CONNECTED IN ANY WAY WITH USE OF OR INABILITY TO USE THE SERVICES OUTLINED IN THIS AGREEMENT OR FOR ANY CLAIM BY SUPPORTER, EVEN IF ANY OF THE APSS PARTIES HAVE BEEN ADVISED, ARE ON NOTICE AND/OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF SUCH DAMAGES. SUPPORTER AGREES TO INDEMNIFY AND DEFEND THE APSS PARTIES FROM ANY CLAIMS BROUGHT BY A THIRD PARTY HIRED BY OR ENGAGED BY THE SUPPORTER FOR ANY AMOUNT BEYOND THE CONTRIBUTION. FURTHER, SUPPORTER AGREES TO PAY ALL ATTORNEY'S FEES AND COSTS INCURRED BY APSS PARTIES ARISING OUT OF OR IN ANY WAY RELATED TO THIS APPLICATION AND PARTICIPATION. SUPPORTER SHALL BE SOLELY RESPONSIBLE FOR ITS ATTORNEY'S FEES AND COSTS.