

XPONENTIAL 2022 PROMOTIONAL OPPORTUNITIES AGREEMENT Terms and Conditions

This XPONENTIAL 2022 Promotional Opportunities Agreement ("Agreement"), including these XPONENTIAL 2022 Promotional Opportunities Agreement Terms and Conditions ("Terms and Conditions"), plus any additions or amendments thereto that may hereafter be established by the Association for Unmanned Vehicle Systems International ("AUVSI"), all of which are hereby incorporated and integrated by reference into and form essential terms and conditions of the agreement between Sponsor and AUVSI, to the same extent as if set forth in full in the XPONENTIAL 2022 Promotional Opportunities Agreement. The XPONENTIAL 2022 Promotional Opportunities Agreement, the Terms and Conditions and any additions or amendments thereto are hereinafter collectively referred to as the/this "Promotional Opportunities Agreement" or "Agreement."

These Terms and Conditions set forth the terms and conditions by which the undersigned ("Sponsor") has agreed to be a sponsor for certain programs (hereinafter each sponsored program is referred to as "Promotional Opportunity" in the singular, and "Promotional Opportunities" in the plural) of the AUVSI event ("AUVSI Event") stated in the XPONENTIAL 2022 Promotional Opportunities Agreement. These Terms and Conditions shall be binding and fully enforceable on the Sponsor, its directors, officers, employees, and agents upon Sponsor's execution and return of the Promotional Opportunities Agreement for the subject AUVSI Event.

Promotional opportunities for the AUVSI Event may be limited in availability and on a "first come, first served basis," so time is of the essence in executing and returning the Promotional Opportunities Agreement to AUVSI. Sponsor must adhere to the AUVSI payment deadlines, and the Terms and Conditions stated below to maintain eligibility and receive the Promotional opportunities described in the Promotional Opportunities Agreement.

If the Sponsor, from the date of acceptance of the Promotional Opportunities Agreement to the last date of the AUVSI Event, should engage in any conduct which disparages AUVSI, brings it into disrepute, impairs the goodwill and/or economic value of the AUVSI Event, infringes on any of AUVSI's copyrights or marks, or otherwise harms AUVSI, then AUVSI reserves the right to prohibit it from participating in the AUVSI Event. AUVSI reserves the right to restrict participation to those companies and organizations that AUVSI deems detrimental to the success of AUVSI.

I. SPONSORSHIP

1. Sponsor. Subject to the Promotional Opportunities Agreement and these Terms and Conditions, AUVSI hereby designates Sponsor as an official AUVSI sponsor for the Promotional Opportunity set forth in the Promotional Opportunities Agreement. AUVSI, at its absolute and sole discretion, reserves the right to reject the Promotional Opportunities Agreement, up to 30 days after AUVSI's receipt of the executed Promotional Opportunities Agreement and Promotional Opportunities Fee deposit, for any reason or no reason whatsoever. If the Promotional Opportunities Agreement is rejected by AUVSI, as provided above in this Section, AUVSI's only obligation to Sponsor is the return of the Promotional Opportunities Fee deposit payment it received. Thereafter, AUVSI shall be released from any liability or further obligation to Sponsor related to this Agreement.
2. AUVSI Rights. AUVSI reserves the right to be recognized as the co-producer of any Sponsored Program, including any promotional opportunity, and in that capacity AUVSI retains the right to conduct or produce such program or event, or produce any related materials, in any way that AUVSI, in its sole and absolute discretion, determines is in the best interest of AUVSI, its members and/or participants, without the approval or consent from Sponsor.
3. Sponsor acknowledges and agrees that this Agreement is not intended to address any other events, trade AUVSI Events, exhibitions, or conferences that AUVSI currently or in the future produces, owns or sponsors, except the AUVSI Event set forth in the Promotional Opportunities Agreement.
4. Any Artwork to be provided by Sponsor may be submitted in an EPS format with a proof. Contact your account representative for artwork deadline date. It is the responsibility of the Sponsor to supply

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the appropriate artwork by the given deadline, or any increase in price will be passed on to Sponsor which is in addition to the already agreed upon Promotional Opportunities Fee.

5. All banners should match the size indicated on the banner legend. If Freeman is producing the banner, contact your account executive for the submission deadline. All artwork, regardless of who is producing it, must be approved by AUVSI. Please contact an account representative for artwork submission requirements, shipping information and a list of all deadlines related to the sponsorship opportunity(ies).
6. AUVSI is not responsible for misspellings or other errors. AUVSI will not add text or booth information to artwork. Proofs are not provided. AUVSI shall not be responsible for errors caused by typesetter or claims made in any advertisement. The advertiser is responsible for ensuring that materials are submitted in final, legal, and acceptable formats and sizes. Unless specifically paid for as such, AUVSI will make every attempt to honor placement requests but cannot guarantee such requests. Any advertising copy that might be mistaken as an article, commentary or other non-advertising material must be clearly marked "advertisement." Advertisements should not contain nudity or sexual innuendo. AUVSI reserves the right to accept or reject any ad submitted.
7. Conversion, film, drawings, or photographs will be made upon order and charged at prevailing rates. Cost of necessary repairs to material received in either worn or damaged condition are to be paid by advertisers. These charges are non-commissionable.
8. Special promotional or one-time corporate organizational member discounts cannot be combined with any other agency or promotional discounts. In all such cases, the higher discount will be accepted and applied.

II. PROMOTIONAL OPPORTUNITIES FEE

1. Promotional Opportunities Fee Payments. In consideration of the promotional opportunities and licenses granted herein, Sponsor shall pay AUVSI the promotional opportunities fee as set forth in the Promotional Opportunities Agreement (the "Promotional Opportunities Fee"). Payment is due 30 days within signing Agreement or will be subject to a late fee of 15% for every 15 calendar days the payment is late. All sponsorships promotional opportunities must be paid prior to the start of the event; April 25, 2022, or before any branded collateral is offered, whichever comes first.
2. Promotional Opportunities Fee Payment Deadlines. If Sponsor fails to make any required Promotional Opportunities Fee payments as scheduled, then Sponsor shall lose its right to participate as an AUVSI Event Sponsor, or to gain access to the AUVSI Event which is the subject of this Agreement, and Sponsor will have been deemed to have forfeited the entire Promotional Opportunities Fee amount owed to AUVSI under this Agreement, without recourse. Further, Sponsor shall be responsible for any fees (including attorney's fees and/or collection fee) AUVSI incurs to recover any outstanding amount owed to AUVSI. Sponsor shall be entitled to a partial refund of the Promotional Opportunities Fee, only in the circumstance of a written notice of termination as stated in Article III below.

III. TERM; TERMINATION

1. Effective Date. This Agreement shall be deemed to be effective as of the date Sponsor executes the Promotional Opportunities Agreement and shall expire at the Conclusion of the AUVSI Event, which is the subject matter of this Agreement, unless terminated earlier in accordance with the terms and conditions herein.
2. Notice of Cancellation and Refunds. All cancellations must be made in writing to AUVSI at 3100 Clarendon Blvd, Suite 1200, Arlington, VA 22201, USA with a copy via e-mail to

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advertising@auvsi.org. Sponsor must notify AUVSI in writing of cancellation of this Agreement. It is the Sponsor's responsibility to confirm receipt of the cancellation request with AUVSI. The date upon which the written notice of cancellation is received by AUVSI shall apply as the official cancellation date. Upon Sponsor notification of cancellation, AUVSI reserves the right to resell the promotional opportunity. Sponsor acknowledges and agrees that AUVSI shall retain all of the Promotional Opportunity Fee due and payable to AUVSI, as stated in the Promotional Opportunities Agreement, as reasonable compensation to AUVSI for providing the promotional opportunity, reserving the promotional opportunity for Sponsor, incurring and/or expending costs or expenses, and/or expending time and other resources up to the date of cancellation, and as a valid and reasonable pre-estimate of damages suffered by AUVSI due to cancellation by Sponsor and not as a penalty. Sponsor remains obligated to pay the outstanding portion of the Promotional Opportunities Fee as stated in the Promotional Opportunities Agreement. No payments or deposits will be refunded due to cancellation.

3. Force Majeure.

- A. In the event that AUVSI Event or any Sponsored Program held in conjunction with or related thereto does not occur due to any reason beyond reasonable control of AUVSI, including but not limited to acts of God, strikes, labor disputes, government requisitions, restrictions or regulations on travel, hotel or facility availability, commodities or supplies, war or apparent act of war, terrorism or apparent act of terrorism, disaster, civil disorder, epidemic or pandemic, curtailment, suspension, and/or restriction on transportation facilities/means of transportation, or any other occurrence, (collectively a "Force Majeure") AUVSI shall have the right to immediately terminate this Agreement without liability. In the case of such termination, AUVSI shall return the unearned portion of Promotional Opportunities Fee paid, less any costs or expenses incurred or expended by AUVSI prior to the date of termination. Notwithstanding anything to the contrary, Sponsor acknowledges and agrees payment of the refund shall be in full satisfaction of all liabilities of AUVSI to the Sponsor, and the Sponsor agrees to waive all claims it might have against AUVSI, for any claims, damages, costs or claims of any kind whatsoever if the Sponsored Program is terminated, delayed, rescheduled, postponed due to a Force Majeure occurrence.

- B. In acknowledgement and understanding this Agreement for the Sponsored Program is being entered into by the Parties during the ongoing COVID-19 pandemic, and the Parties agree it may be necessary to take measures to avoid and otherwise limit any potential exposure to infectious or communicable disease pandemics or epidemic such as but not limited to COVID-19 or its variant strains. Therefore, the Parties agree that AUVSI may invoke the Force Majeure declaration as stated in Section 3A, above, at any time prior to the actual AUVSI Event Dates or Sponsored Program dates, and terminate this Agreement without liability if the COVID-19 pandemic or a similar epidemic or pandemic is or could reasonably be active or spreading prior to or during the AUVSI Event Dates and AUVSI reasonably determines, in good faith, that such pandemic or epidemic could adversely affect Sponsored Program or AUVSI Event participants or either Parties' employees, staff or others, or increase the risk of harm to individuals with underlying health or medical conditions, or contaminate the AUVSI Event's Venue, or otherwise cause material impairment or substantial economic harm to AUVSI or Event participants.

- 4. Breach of Agreement. AUVSI may immediately terminate this Agreement in the event of Sponsor's fraud, misrepresentation, malfeasance, willful misconduct, non-payment of all or a portion of the Promotional Opportunities Fee when due, insolvency or dissolution; provided, however, in such case, Sponsor shall not be entitled to receive a refund on any portion of the Promotional Opportunities Fee paid up to the date of termination of this Agreement, and Sponsor shall retain liability for any outstanding balance of the Promotional Opportunities Fee. This Agreement may be terminated immediately by either party in the event that any breaching party fails to remedy such breach within

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fifteen (15) business days of receipt of written notice of such breach. Sponsor shall receive a refund of the Promotional Opportunities Fee paid in the event this Agreement is terminated by Sponsor due to an uncured material breach by AUVSI.

IV. INTELLECTUAL PROPERTY/LICENSES FOR MARKS

1. AUVSI Intellectual Property. AUVSI will retain the sole and exclusive rights, title and interest in its intellectual property, ideas, brands, copyrights, event names, trademarks, services marks, logos, websites, databases, and other materials developed by or for AUVSI for its programs or events, including the Sponsored Program, and any derivations thereof, along with the goodwill associated with its intellectual property.
2. AUVSI Marks. Subject to the terms and conditions of this Agreement, AUVSI hereby grants to Sponsor a limited, non-exclusive right and license to use the service marks and trademarks of AUVSI (the "AUVSI Marks") solely in connection with the promotional opportunities for the Sponsored Program, and pursuant to the terms of this Agreement (the "AUVSI License"), and not for any other purpose whatsoever, without the prior written approval of AUVSI. Sponsor shall have no right to sublicense, transfer, or assign the AUVSI Marks. AUVSI Branding Guidelines are available upon request.
3. Sponsor Marks. Sponsor represents and warrants to AUVSI that Sponsor owns or validly possesses the right to make, use, perform, sell, and display any patented products, copyrighted works, trademarks, service marks and trade names (collectively, "Sponsor Intellectual Property"), as the case may be, provided to AUVSI or used by AUVSI for the Sponsored Program or to promote its activities at the AUVSI Event and all affiliated events. Subject to this such representations and warranties, Sponsor hereby grants to AUVSI a limited, non-exclusive right and license to use the service marks and trademarks of Sponsor as provided by the Sponsor, solely in connection with the promotional opportunities for the Sponsored Program and pursuant to the terms of this Agreement ("Sponsor License") and not for any other purpose whatsoever, without the prior written approval of Sponsor. AUVSI shall have no right to sublicense, transfer, or assign the Sponsor Marks.
4. Reserved Rights. All uses of the AUVSI Marks and the Sponsor Marks, as applicable, proposed by the using party shall be subject to prior review and written approval of the owning party, which approval shall not be unreasonably withheld. The using party shall at all times use the AUVSI Marks and the Sponsor Marks, as applicable, in conformance with the owning party's trademark usage policies then in effect and provided to the using party, as such policies may be amended from time to time, in the owning party's sole discretion, and delivered to the using party (the "Standards"); provided, that the using party shall be afforded a reasonable time period to bring any use of the AUVSI Marks and the Sponsor Marks, as applicable, into compliance with any changes to the Standards. Upon reasonable advance written notice to the using party, the owning party may (i) inspect the using party's uses of the AUVSI Marks and the Sponsor Marks, as applicable, during regular business hours and (ii) require the using party to submit for inspection all advertising, promotional and related materials using the AUVSI Marks and the Sponsor Marks, as applicable, for the purpose of ensuring compliance in all material respects with the Standards. Except as expressly granted to AUVSI or Sponsor under the terms of this Agreement, all right, title and interest in and to the AUVSI Marks shall at all times remain with AUVSI, and all right, title and interest in and to the Sponsor Marks shall at all times remain with Sponsor. Sponsor shall not, at any time, seek to register the AUVSI Marks. AUVSI shall not, at any time, seek to register the Sponsor Marks.
5. Restrictions on Marks Upon Expiration or Termination: Upon expiration or termination of this Agreement for any reason: (a) the AUVSI License shall terminate immediately, and Sponsor shall cease using the AUVSI Marks promptly thereafter; (b) the Sponsor License shall terminate immediately, and AUVSI shall cease using the Sponsor Marks promptly thereafter, except that AUVSI will be under no

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obligation whatsoever to remove, delete, reprint, reedit or obscure the Sponsor Mark from any medium produced or in production up to the date of termination of this Agreement unless AUVSI, in its sole discretion, chooses to do so; and (c) all obligations of AUVSI and Sponsor under this Agreement, other than those set forth in Articles II, III, Article IV Sections 3 and 4, and Article VII Sections 1, 7 and 8 shall terminate immediately, and shall be of no further force or effect. Any request for a refund must be in writing to AUVSI.

6. Photographs, Promotional Material, Radio, Television and Print Media. AUVSI reserves the right to use any photographs, recordings, electronic images or promotional or publicity material received from Sponsor or which is lawfully obtained by AUVSI, for whatever use deemed proper by AUVSI for the Sponsored Program, as well as all other AUVSI programs and events, future marketing materials or for other legitimate purposes deemed necessary and reasonable by AUVSI. AUVSI has the exclusive right to include photographic, video and other visual portrayals of Sponsor and its exhibit display related to or arising from to this Agreement, in any pictorial medium of any nature whatsoever for the purpose of trade, advertising, sales, publicity and otherwise, without compensation to Sponsor, and all rights titled and interest bearing (including all worldwide copyrights therein) shall be AUVSI's sole property, free of any claims of Sponsor or any persons deriving any rights or interest from Sponsor.
7. Participant Lists. Sponsor agrees that all AUVSI program or event participant lists are the proprietary and confidential information of AUVSI and shall not under any circumstances be sold, published, disclosed, transferred, distributed, copied, forwarded, or duplicated, in whole or in part, in any manner or form, for any reason, to any third party without the prior written consent of AUVSI.

V. RULES AND REGULATIONS; ADDITIONAL REQUIREMENTS

1. Sponsor and its directors, officers, employees, agents and representatives shall perform their obligations as required pursuant to this Agreement in compliance with all applicable laws, ordinances, orders, rules and regulations of all local, state, federal and all other jurisdictions and regulatory bodies having authority over such performance, and shall be required to comply with all rules and regulations related to the Promotional Opportunities and the AUVSI Event, including without limitation, the Promotional Opportunities Agreement, these Promotional Opportunities Terms and Conditions and any additions or amendments thereto, and any rules, regulations or policies mandated by the owner or manager of any venue/facility where the Sponsored Program or AUVSI Event will take place.
2. If the promotional opportunity includes AUVSI membership, Sponsor agrees to be bound by the AUVSI membership policies (www.auvsi.org/membership-policies).

VI. MISCELLANEOUS

1. Indemnification; Limitation of Liability; Insurance.
 - a. Indemnification by AUVSI. Subject to the limitations set forth in Subsection 1.c below, AUVSI shall defend, indemnify and hold harmless the Sponsor and its officers, directors, and employees (the "Sponsor Indemnified Parties"), from and against any and all losses, liabilities, damages, judgments, assessments, fines, costs, expenses or deficiencies (including interest, penalties and fees, expenses and disbursements of attorneys, experts and consultants reasonably incurred by the Sponsor Indemnified Parties arising out of or relating to: (i) any third party claims as to the lack of validity or enforceability of (A) the AUVSI Marks or (B) AUVSI's ownership rights in the AUVSI Marks; or (ii) the gross negligence or willful misconduct of AUVSI, its officers, directors or employees, except to the extent such damage, loss or injury results from the negligence or willful misconduct of a Sponsor Indemnified Party or their respective directors, officers employees or agents.
 - b. Indemnification by the Sponsor. Sponsor shall defend, indemnify and hold harmless AUVSI, the

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facility owner and/or third party vendors and any of their respective officers, directors, employees, members, affiliates, or agents, (the "AUVSI Indemnified Parties), from and against any and all losses, liabilities, damages, judgments, assessments, fines, costs, expenses or deficiencies (including interest, penalties and fees, expenses and disbursements of attorneys, experts and consultants reasonably incurred by the) arising out of or relating to: (i) any third party claims as to the lack of validity or enforceability of (A) the Sponsor Marks or (B) the Sponsor's ownership rights in the Sponsor Marks; or (ii) the gross negligence or willful misconduct of, or breach of this Agreement by, Sponsor, its officers, directors, employees or agents except to the extent such damage or injury results from the negligence or willful misconduct of a AUVSI Indemnified Party or their respective directors, officers, employees or agents.

- c. Limitation of Liability. IN NO EVENT SHALL AUVSI BE LIABLE OR HELD RESPONSIBLE FOR THE ACTS OR OMISSIONS OF ANY THIRD-PARTY, INCLUDING WITHOUT LIMITATION, AUVSI EVENT PARTICIPANTS OR THE MANAGEMENT, OPERATOR OR OWNER (OR AFFILIATE OF THE OWNER) OF THE FACILITY/IES WHERE THE SPONSORED PROGRAM WILL TAKE PLACE. NOR SHALL AUVSI BE LIABLE OR RESPONSIBLE IN ANY WAY WHATSOEVER FOR ANY ACTS OF, OR STATEMENTS, REMARKS, DISPARAGING OR DEFAMATORY COMMENTS OR OTHERWISE MADE BY ANY THIRD-PARTY, INCLUDING WITHOUT LIMITATION ANY AUVSI EVENT VENDOR, SPONSOR, EXHIBITOR, ATTENDEE, GUEST OR OTHERS PARTICIPATING IN OR ATTENDING SPONSOR'S SPONSORED PROGRAM, OR THE AUVSI EVENT. SPONSOR ACKNOWLEDGES AND AGREES THAT AUVSI'S LIABILITY HEREUNDER SHALL BE SOLELY LIMITED TO THE AMOUNT OF THE PROMOTIONAL OPPORTUNITIES FEE ACTUALLY PAID TO AUVSI BY SPONSOR HEREUNDER. SPONSOR EXPRESSLY ACKNOWLEDGES AND AGREES THAT TO THE MAXIMUM EXTENT PROVIDED UNDER APPLICABLE LAW AUVSI'S MAXIMUM LIABILITY TO THE SPONSOR IN ANY WAY RELATED TO, IN CONJUNCTION WITH OR ARISING FROM THIS AGREEMENT OR THE SPONSORED PROGRAM, OR ANY JUDICIAL DETERMINATION OF AUVSI'S WRONGFUL CANCELLATION OF THIS AGREEMENT, THE SPONSORED PROGRAM AND OR THE AUVSI EVENT WILL BE LIMITED SOLELY TO THE RETURN OF ALL OF THE PROMOTIONAL OPPORTUNITIES FEE PREVIOUSLY PAID TO AUVSI BY SPONSOR.
- d. SPONSOR EXPRESSLY ASSUMES ALL RESPONSIBILITY, LIABILITY AND RISK ASSOCIATED WITH, RESULTING FROM OR ARISING IN CONNECTION WITH THE SPONSOR'S PARTICIPATION IN THE SPONSORED PROGRAM OR PRESENCE AT THE EVENT, INCLUDING, WITHOUT LIMITATION, ALL RISKS OF THEFT, HARM, LOSS, DAMAGE OR INJURY TO OR OF ANY PERSON (INCLUDING DEATH), ITS OWN PROPERTY OR THE PROPERTY OF OTHERS, BUSINESS OR PROFITS OF SPONSOR, TORTIOUS ACTIVITY OF ANY KIND (INCLUDING LIBEL, SLANDER) WHETHER CAUSED BY NEGLIGENCE, INTENTIONAL ACT, ACCIDENT, ACTS OF GOD OR OTHERWISE PRIOR TO, DURING OR SUBSEQUENT TO THE PERIOD COVERED BY THIS AGREEMENT.
- e. IN NO EVENT WILL AUVSI, AUVSI'S SERVICE CONTRACTORS, THE AUVSI EVENT VENUE OR THE CITY WHERE THE AUVSI EVENT VENUE IS LOCATED OR THEIR RESPECTIVE OWNERS, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS AND REPRESENTATIVES BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE, OR INCIDENTAL DAMAGES OF ANY NATURE OR FOR ANY REASON WHATSOEVER WHETHER OR NOT APPRISED OF THE POSSIBILITY OF ANY SUCH LOST PROFITS OR DAMAGES. AUVSI MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE NUMBER OF PERSONS WHO WILL ATTEND THE EVENT VENUE OR REGARDING ANY OTHER MATTERS.
- f. Insurance. Sponsor, at its sole cost and expense, shall secure and maintain adequate insurance coverage as is necessary, as a reasonable prudent businessperson, for Sponsor to bear all of its obligations under this Agreement. Such coverage shall include Media Insurance, Errors & Omissions Insurance, and Commercial General Liability Insurance. Maintenance of the forgoing insurance shall

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in no way be interpreted as relieving Sponsor of any responsibility or obligation whatsoever and Sponsor may acquire, at its own expense, such additional insurance Sponsor deems necessary. Sponsor assumes full and complete liability for all injuries to, or death of, any person, or for any damages to property to the extent arising from the acts or omissions of Sponsor.

2. No Partnership/Sponsor's Employees and Agents. This Agreement does not constitute a partnership or joint venture between the parties. Neither party shall have any right to obligate or bind the other party in any manner whatsoever, except as expressly provided. Nothing herein contained shall give, or is intended to give, any rights of any kind to any third parties. All persons performing services which are to be performed by Sponsor under this Agreement shall at all times be under Sponsor's direction and control and, as such, shall be deemed an employee or agent of Sponsor and not of AUVSI. Under no circumstance shall Sponsor's employees or agents present at the Sponsored Program or the AUVSI Event be construed to be employees of AUVSI, in any form or fashion.
3. Amendment, Waiver, Discharge, Severability. This Agreement may not be amended, released, discharged, abandoned, changed, or modified in any manner, except by an instrument in writing signed on behalf of each of the parties hereto by their duly authorized representatives. The failure of any party hereto to enforce at any time any of the provisions of this Agreement shall in no way be construed to be a waiver of any such provision, nor in any way to affect the validity of this Agreement or any part thereof or the right of any party thereafter to enforce each and every provision. No waiver of any breach of this Agreement shall be held to be a waiver of any other or subsequent breach. If any portion of this Agreement shall be determined to be invalid, then said portion shall be deemed severed from this Agreement in such a jurisdiction and all remaining portions shall remain in full force and effect.
4. Notices. All notices or communications required or permitted hereunder must be in writing and shall be deemed to have been duly given if delivered personally, delivered by overnight courier, or sent by email, facsimile transmission (followed by a separate notice as required above), to the parties hereto at the addresses set forth on the Promotional Opportunities Agreement.
5. Counterparts. This Agreement may be executed in several counterparts, and be delivered by means of facsimile transmission, email, or otherwise, each of which when so executed shall be deemed an original, but all of which together shall constitute one and the same instrument.
6. Public Announcement. No party hereto shall issue any press release or public announcement or otherwise divulge the existence of this Agreement or the transactions contemplated hereby without the prior written approval of the other party hereto except as and to the extent that such party shall be obligated by law, in which case the other party shall be so advised, and the parties shall use their best efforts to cause a mutually agreeable release or announcement to be issued.
7. AUVSI Event and Promotional Opportunities Related Commercial Messages. To the extent Sponsor provides any information to AUVSI, including contact information and other personally identifiable information, Sponsor hereby grants to AUVSI the right to use or release such information for all lawful AUVSI and AUVSI Event and or Promotional Opportunities related business purposes, including confirming AUVSI Event exhibition and registration information and providing Sponsor related information to third-parties retained or contracted by AUVSI to provide services required or requested for the AUVSI Event. Sponsor acknowledges that information provided to AUVSI, such as Sponsor's information regarding name, address, phone numbers, email and website addresses, number and location of exhibit booth space and names and number of Sponsor personnel will be treated as public domain information and may be available on the AUVSI Event website or AUVSI website and/or in materials provided to AUVSI members and or AUVSI Event attendees.

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8. Legal/Collections Fees. Unless otherwise agreed, each party is responsible for attorney's fees incurred on its behalf in connection with this Agreement or disputes governed and/or arising under this Agreement. Notwithstanding the foregoing sentence, legal and/or collections fees incurred in attempt to collect debt owed to AUVSI shall be paid by Sponsor.
9. Governing Law; Venue. This Agreement shall be construed and enforced in accordance with the laws of the Commonwealth of Virginia, without reference to the principles of conflicts of laws of such jurisdiction. Each of the parties submits to the jurisdiction of any competent federal or state court sitting in Arlington County, City of Arlington, Commonwealth of Virginia, USA to the exclusion of all other venues of any other state, territory, or country, and irrevocably consents to the exercise of personal jurisdiction over each of the parties by such courts and waives any right to plead, claim or allege that Arlington County, City of Arlington, Commonwealth of Virginia is an inconvenient forum.
10. Assignment. This Agreement may not be assigned by Sponsor to any other party. Any change in the ownership or control of Sponsor will be deemed a transfer requiring AUVSI's written consent. This Agreement shall be binding upon and inure to the benefit of the parties and their respective permitted successors and assigns. Any attempted assignment in violation of this Section shall be of no force or effect.
11. Survival. Termination of this Agreement will not affect or modify those obligations of the parties under this Agreement that by their terms are to survive the termination of this Agreement.
12. Authority. Each party represents to the other party that the individual executing the Promotional Opportunities Agreement on such party's behalf has the requisite authority to enter into this Agreement.
13. Entire Agreement. Any schedules, exhibits and the like attached or provided under this Agreement, are an integral part of this Agreement and incorporated by reference in full (collectively "Exhibits"). This Agreement and the Exhibits hereto constitute the entire agreement between the parties with respect to the subject matter hereof and thereof and supersedes any other agreements, written or oral, relating to the subject matter. Should any inconsistency exist or arise between a provision of this Agreement and a provision of any such schedule or other incorporated writing the provision of this Agreement will prevail. The headings of the various sections of this Agreement are inserted only for convenience of reference and are not intended nor shall they be construed to modify, define, limit, or expand the intent of the parties as expressed in this Agreement.