

NDIA EXHIBITS & SPONSORSHIP RULES AND REGULATIONS

The following rules and regulations are part of NDIA's Virtual Event offerings. Company Participants shall be bound by such rules and regulations set forth herein and by any such amendments or additional rules and regulations which may be established by the National Defense Industrial Association (NDIA), or through its affiliates.

ORGANIZER: "Organizer" as used herein shall mean the sponsoring organization, association or its officers, agents or employees acting for it, in the management of the event. In this instance, Organizer shall be the National Defense Industrial Association (NDIA).

PARTICIPANT: "Participant" as used herein shall mean the company and individuals that secure a virtual exhibit or sponsorship.

ELIGIBILITY / CHARACTER OF PARTICIPANT: The Organizer reserves the right to determine the eligibility of any company or product for inclusion in the event. All Participants are subject to the approval of Organizer. Organizer reserves the right to refuse inclusion in the exhibition and event, at its discretion, of any Participants that does not meet Organizer/Event standards, and to curtail parts thereof that do not appropriately reflect the character of the event. This right of refusal applies to persons, conduct, articles of merchandise, printed matter, souvenirs, catalogs, and any other items, without limitation, that effect the character of the event. Participants are restricted to products and services related to the professional nature of each individual Organizer meeting.

LIABILITY: The Participant agrees to hold harmless Organizer, its members, officers, directors, and employees against any and all liability whatsoever caused by the Participant or its agents, employees, or representatives. Participant acknowledges that Organizer does not maintain and is not responsible for obtaining any insurance on behalf of Participant. Participant shall obtain its own insurance coverage, sufficient to insure against any possible liability. Organizer will not be held liable for the actions of and/or statements from event Participants during the event. Event officials will remove content considered inappropriate from the website, including questions, chats and comments. They will disable accounts deemed responsible for such content or behavior. Any content that suggests direct threats or physical harm will be deleted and the responsible party/parties will face consequences, to include legal action where appropriate.

CHANGES & FORCE MAJEURE: The event date and hours are as indicated on event-related website and material. Organizer reserves the right to change the event date and/or hours for any or no reason whatsoever. In such event, Organizer shall notify Participant as much in advance as reasonably possible. The performance of this

Agreement by either party is subject to called strikes; wildcat strikes; acts of God (including fire, flood, earthquake, storm, hurricane, tornado, or other natural disaster); other acts over which neither party has control (to include but not limited to circumstances such as acts of war, disease, epidemic, pandemic, quarantine); government sanction, executive order, rules, acts, actions, decisions, or regulations, or denial or cancellation of license (to include but not limited to government decisions, orders and actions blocking, limiting or restricting attendance); threats of terrorism (including bomb threats); civil disturbance or disorder; violent demonstrations; unavailability of transportation facilities consistent with those available at the time of the Agreement; electrical black-out, or any other circumstance over which neither party has control, making it inadvisable, impossible, illegal, or commercially impractical for either party to perform materially their respective obligations under this Agreement. Impossibility of performance shall mean the inability to conduct the program as originally contracted.

CANCELLATION: All cancellations must be in writing. There is a 100% penalty fee on all cancellations. Virtual event fees are non-transferable. If Organizer cancels the event, all exhibitor and sponsorship fees will be refunded, less a \$200 administration fee. Any transaction fees (i.e. bank fees) will be at the Participants expense.

Since all registrants will have access to recorded sessions after the conference, there will be no refunds given for technical difficulties encountered during the events livestreams.

TECHNOLOGY AND PLATFORM: It is the responsibility of the Participant to test and troubleshoot the platform with their software prior to attending the event. There will be no refunds for technical difficulties.

ATTENDANCE: The Organizer shall have sole control over attendance policies at all times. Organizer does not warrant or guarantee any particular results of the event, nor does it guarantee a particular number of attendees or impressions.

ITAR & EAR REGULATIONS: Company profiles and meetings are subject to the International Traffic in Arms (ITAR) and the Export Administration Regulations (EAR) and are limited to public domain information (ITAR Sec.120.11). In addition, literature and discussions will NOT reference missions, operations or units. Organizer is not responsible for the enforcement of ITAR and EAR Regulations; please check with your internal security officer on these matters.

MUSIC LICENSING: The Participants shall be responsible for securing any and all necessary

licenses or consents for any performance, displays, or other uses of copyrighted works or patented inventions and use of any name, likeness, signature, voice or other impression, or other intellectual property owned by any third party which is used, directly or indirectly, by the Participant. The Participant hereby agrees to indemnify, defend and hold Organizer harmless from and against any claim of liability and any incident or resulting loss, cost or damage including cost of attorney's fees) for failure to obtain these licenses or consents and/or related to infringements or other violations of the intellectual property rights or the rights of privacy or publicity of any third party.

CAMERA/RECORDING EQUIPMENT:

Unauthorized video, audio and other recording devices will not be permitted in the presentation rooms and/or in virtual booths. Participants are responsible for the appropriate handling of technical information presented in their profiles. Please review your policy documents, and that of the government agencies with whom you contract, regarding open/limited/restricted distribution and sharing limitations.

INDUSTRY REPRESENTATIVES'

RESPONSIBILITY: Each Participant must name at least one person to be its representative in connection with coordination and operation of the virtual exhibit space and/or sponsorship. Such Representative shall be authorized to enter into such service contracts as may be necessary, and for which the Participant shall be responsible.

SELLING IN THE EVENT: No cash and carry sale of goods as in a retail setting is permitted directly from a virtual exhibit profile. Participating companies found participating in this action will be removed from the event and no monies will be returned for their participation.

COMPLIANCE WITH LAWS: Participants must comply with all laws, rules, regulations, and ordinances in force.

REJECTED DISPLAYS: The Organizer reserves the right to reject, eject or prohibit any Participant in whole or in part, or any attendee or its representative, with or without giving cause. Liability, in the case of other than for cause, shall not exceed the return to the Participant of the amount of participation unearned at the time of ejection. If a Participant is in violation of pre-established rules or removed for any other stated reason, no return of cost shall be made.

AMENDMENT TO RULES: Any and all matters or questions not specifically covered by the Rules and Regulations set forth herein, shall be subject solely to the decision of the Organizer. The Organizer may amend these rules and regulations at any time and all amendments so made shall be binding on all Participants. Participants will be given reasonable notice of any such amendments.