

2024 I.C.E. Exchange Application and Contract Terms and Conditions

This Application and Contract to participate in the 2024 I.C.E. Exchange (“Event”) at the Fontainebleau Miami Beach (“Facility”) over November 17 – November 20, 2024 including but not limited to move-in and move out dates (“Event Dates”) shall become effective when it has been submitted by the exhibiting company and accepted by the Institute for Credentialing Excellence (I.C.E.).

The individual signing this Application and Contract represents and warrants that he/she is duly authorized to execute this binding Application and Contract on behalf of the exhibiting company. By signing below, the exhibiting company agrees to be bound by the terms and conditions below.

The exhibiting company agrees that upon acceptance of this Application and Contract by Institute for Credentialing Excellence (I.C.E.), with or without appropriate payment of the exhibition fee and further action by the exhibiting company, this Application and Contract, together with the terms and conditions below, (collectively “this Contract”) shall become a legally binding contract between Institute for Credentialing Excellence (I.C.E.) and exhibiting company (“Exhibitor”).

1. ELIGIBILITY CRITERIA FOR EXHIBITORS (Including Products Eligible for Exhibit Space)

Only firms and organizations whose services are appropriately related to the purpose of I.C.E. shall be permitted to exhibit. I.C.E. reserves the right to decline or prohibit any exhibit which in its judgment is inappropriate, this reservation being all includes as to persons, things, printed matter, products and conduct.

2. BOOTH RENTAL FEE

\$2,425 per 10x10 for I.C.E. Members
\$2,755 per 10x10 for Non-Members
\$500 Corner/Premium Upgrade Fee

For purposes of this Contract, the amount of the rental cost associated with the booth selected by Exhibitor is referred to as the “Exhibit Booth Fee.”

3. ASSIGNMENT OF SPACE

For all Contracts received on or before March 27, 2024, space is assigned April 2, 2024 via online space selection based on the priority points.

This priority points system:

- Tracks participation and I.C.E. Exchange spend back to 2018
- Awards 1 point for every \$100 spent on booth space
- Awards 1 point for every \$100 spent on sponsorship
- Include 10 points for every year of membership (years do not have to be consecutive to count, and 2023 memberships is factored in for those paid in full for a membership by March 27, 2024.
- The final weight is tabulated by giving 60% to exhibit spend, and 40% to sponsorship spend and years of membership.

I.C.E. is beginning a membership referral program beginning in 2024 which the point earned can be used toward the space selection point total beginning with the 2025 I.C.E. Exchange. For every Organizational Membership (credentialing body) referred to I.C.E. which results in a membership purchase, will earn exhibitor two (2) points. For every Sustaining membership referral resulting in a membership purchase, will earn exhibitor five (5) points. The referred member must list your company when completing the new member profile form in the I.C.E.

database online. The referred member must not have been an I.C.E. member at any time between 2018-2024. These points must be only used for booth selection booth totals and cannot be transferred to future years. You may contact the I.C.E. membership and operations team with questions about qualifying referrals.

For all Contracts received on or after March 27, 2024, space will be assigned on a first-come, first-served basis starting immediately after all previously scheduled online selections take place.

If an Exhibitor is acquired by another exhibitor after their initial space selection, the acquired exhibitor can move to the acquiring exhibitor's booth without any financial liability. Alternatively, the acquired exhibitor may retain its contracted space to exhibit its own products and also may display the company name of the acquiring exhibitor but not the acquiring exhibitor's products.

Exhibitor should frequently review its space [location](#) and changes to neighboring booths/areas for updates to the floor plan. It is the Exhibitor's responsibility to keep up with changes to their assigned area. Institute for Credentialing Excellence (I.C.E.) anticipates alterations to the initial plan and cannot be held responsible for changes that may affect a participating Exhibitor's selection of space.

Institute for Credentialing Excellence (I.C.E.) will maintain a waitlist for any Exhibitor who wishes to be placed in a different booth location after their initial selection. To be added to the waitlist, Exhibitor shall submit a written request, including the requested size of space to meetings@credentialingexcellence.org. Exhibitors are added to the waitlist on a first-come, first served basis based on date and time of email receipt by Institute for Credentialing Excellence (I.C.E.).

Institute for Credentialing Excellence (I.C.E.) reserves the right to change Event hours or dates, to rearrange the floor plan, and/or to relocate any Exhibitor as it deems necessary at any time.

4. PAYMENTS, CANCELLATIONS & REFUNDS

Institute for Credentialing Excellence (I.C.E.) Show Management shall issue an invoice to the Exhibitor after assignment of space. Exhibitor must remit a 100 percent payment of the total Exhibit Booth Fee within 30 days of receipt of their invoice from Institute for Credentialing Excellence (I.C.E.) Show Management. The remaining balance of the Exhibit Booth Fee must be paid on or before July 8, 2024. Notwithstanding the foregoing, a Contract submitted on or after July 8, 2024, must remit 100 percent of the total Exhibit Booth Fee within 30 days of receipt of their invoice from Institute for Credentialing Excellence (I.C.E.) Show Management and full payment must be received on or before September 2, 2024, regardless of Applications & Contract submission date. I.C.E. reserves the right to reassign an exhibit booth space if the Exhibitor fails to remit 100% payment by the deadline date.

A Contract will not be processed nor space assigned, without the required Exhibit Booth Fee payments. Credit card payments can be made online using American Express, MasterCard or Visa. Payment over \$10,000 must be made by check or ACH. Checks must be payable to Institute for Credentialing Excellence and can be remitted to the following address via the U.S. Postal Service:

Institute for Credentialing Excellence
Attn: Exhibits and Sponsorship
PO BOX 713262
CHICAGO IL 60677-1262

Please note: this address does not accept UPS or FedEx deliveries. Contact I.C.E. if you are sending payment this way.

For ACH/wire payments, please email meetings@credentialingexcellence.org for remittance instructions.

Institute for Credentialing Excellence (I.C.E.) reserves the right to hold or revoke Exhibitor badges for any Exhibitor with an unpaid balance and to instruct all official show contractors to deny goods and services.

5. CANCELLATION OF FULL OR PARTIAL SPACE BY EXHIBITOR

Cancellation of exhibit space must be directed via email to meetings@credentialingexcellence.org, provided that the cancelling Exhibitor obtains confirmation of Institute for Credentialing Excellence (I.C.E.)'s receipt of the email on or before the cancellation deadline.

For cancellations of space received between the initial space selection and July 8, 2024, Exhibitor is responsible for, and Institute for Credentialing Excellence (I.C.E.) shall be entitled to retain, 50% percent of the total Exhibit Booth Fee as a cancellation fee.

Should an Exhibitor cancel a portion of its space between July 9, 2024 and September 2, 2024, Exhibitor is responsible for, and Institute for Credentialing Excellence (I.C.E.) shall be entitled to retain, 60% percent of the total Exhibit Booth Fee as a cancellation fee.

Full payment is required and no refunds whatsoever will be made on cancellations or reductions of space on or after September 1, 2024. Should an Exhibitor cancel partial space on or after September 1, 2024, the Exhibitor is responsible for the full Exhibit Booth Fee for the originally contracted exhibit space.

Notwithstanding the foregoing, Exhibitor will have no right to cancel all or any portion of assigned exhibit space or this Contract subsequent to Institute for Credentialing Excellence (I.C.E.)'s cancellation of the Event pursuant to Section 6.

6. CANCELLATION OR CHANGES TO 2024 I.C.E. Exchange BY Institute for Credentialing Excellence (I.C.E.)

If for any reason beyond Institute for Credentialing Excellence (I.C.E.)'s control Institute for Credentialing Excellence (I.C.E.) determines that 2024 I.C.E. Exchange must be cancelled, shortened, delayed, dates changed, or otherwise altered or changed, Exhibitor understands and agrees that Institute for Credentialing Excellence (I.C.E.) shall not refund any amounts Exhibitor paid towards the Exhibit Booth Fee and that all losses and damages that it may suffer as a consequence thereof are its responsibility and not that of Institute for Credentialing Excellence (I.C.E.) or its directors, officers, employees, agents or subcontractors. Exhibitor understands that it may lose all monies it has paid to Institute for Credentialing Excellence (I.C.E.) for space at the Event, as well as other costs and expenses it has incurred, including travel to the Event, setup, lodging, decorator freight, employee wages, etc.

Exhibitor, as a condition of being permitted by Institute for Credentialing Excellence (I.C.E.) to be an Exhibitor in the Event, agrees to indemnify, defend and hold harmless Institute for Credentialing Excellence (I.C.E.), its directors, officers, employees, agents and subcontractors from any and all loss which Exhibitor may suffer as a result of Event cancellation, duration, delay or other alterations or changes caused in whole, or in part, by any reason outside Institute for Credentialing Excellence (I.C.E.)'s control. The terms of this provision shall survive the termination or expiration of this Contract.

7. ELIGIBILITY TO EXHIBIT

Institute for Credentialing Excellence (I.C.E.) reserves the right to determine the eligibility of any exhibitor for inclusion in the Event and to prohibit an exhibitor from conducting and maintaining an exhibit if, in the sole judgment of Institute for Credentialing Excellence (I.C.E.), the exhibitor or exhibit or proposed exhibit shall in any respect be deemed unsuitable. Exhibitor's eligibility to exhibit in the Event must remain in effect from the time of submission of the Contract to the time of the Event and should Institute for Credentialing Excellence (I.C.E.) determine that Exhibitors no longer eligible to exhibit at the Event (though previously deemed eligible), Institute for Credentialing Excellence (I.C.E.) may notify the Exhibitor and may terminate this Contract without liability upon written notice to Exhibitor. I.C.E. Members wishing to exhibit will only be allowed to exhibit under the name of the organization in membership. No substitutions will be allowed.

8. SUBLETTING OF EXHIBIT SPACE PROHIBITED

Exhibitor is prohibited from assigning or subletting a booth or any part of the space allotted to it nor shall it exhibit or permit to be exhibited in its space any products or advertising materials which are not a part of its own regular products, or which are not compatible with the purpose and/or character of 2024 I.C.E. Exchange as determined by Institute for Credentialing Excellence (I.C.E.) in its sole discretion.

9. PROMOTIONAL ACTIVITIES

Further, Exhibitor shall not engage in any promotional activities which Institute for Credentialing Excellence (I.C.E.) determines to be outside the purpose and/or character of the 2024 I.C.E. Exchange as determined by Institute for Credentialing Excellence (I.C.E.) in its sole discretion.

10. RETAIL SALES

No retail sales, where payment is received and product delivered, are permitted in the exhibit hall of the Event ("Exhibit Hall") at any time. Payment and/or orders may be taken for future delivery.

11. INTELLECTUAL PROPERTY MATTERS

The Exhibitor represents and warrants to Institute for Credentialing Excellence (I.C.E.) that no materials used in or in connection with its exhibit infringe the trademarks, copyrights (including, without limitation, copyrights in music and other materials used or broadcast by Exhibitor) or other intellectual property rights of any third party. The Exhibitor agrees to immediately notify Institute for Credentialing Excellence (I.C.E.) of any information of which Exhibitor becomes aware regarding actual or alleged infringement of any third party's trademarks, copyrights or other intellectual property rights. The Exhibitor agrees to indemnify, defend and hold Institute for Credentialing Excellence (I.C.E.), officers, directors, employees, agents, successors and assigns harmless from and against all losses, damages and costs (including attorneys' fees) arising out of or related to claims of infringement by Exhibitor, its employees, agents, or contractors of the trademarks, copyrights and other intellectual property rights of any third party.

Notwithstanding the foregoing, Institute for Credentialing Excellence (I.C.E.), its officers, directors, employees, agents, and each of them, shall not be liable for and expressly disclaims all liability for infringement or alleged infringement of the trademarks, copyrights or other intellectual property of any third party arising out of the actions of any Exhibitors. The terms of this provision shall survive the termination or expiration of this Contract.

12. USE OF INSTITUTE FOR CREDENTIALING EXCELLENCE (I.C.E.) NAME

Institute for Credentialing Excellence (I.C.E.), 2024 I.C.E. Exchange, and Event logo are registered trademarks owned by the Institute for Credentialing Excellence (I.C.E.). Participation by Exhibitor in the Event does not entitle Exhibitor to use such names or logos, except that Exhibitor may reference the Event and use the Event logo with reference to Exhibitor's participation as an exhibitor at the 2024 I.C.E. Exchange. Participation in the Event does not imply endorsement or approval by Institute for Credentialing Excellence (I.C.E.) of any product, service or participant and none shall be claimed by any participant.

13. SET-UP TIME

Set-up of exhibits begins in the Facility on November 17, 2024. If an exhibit is not set-up by 5:00 PM, November 17, 2024, Institute for Credentialing Excellence (I.C.E.) reserves the right to cancel such space, to re-assign such space to another Exhibitor, or to make such other use of the space as deemed necessary or appropriate. Institute for Credentialing Excellence (I.C.E.) reserves the right to set-up the exhibit or remove the freight from the booth at the Exhibitor's expense. Institute for Credentialing Excellence (I.C.E.) reserves the right to modify move-in/Show Hours/move-out, in which case all Exhibitors will be notified prior to the effective date of such changes. No refund will be made to the original contracting Exhibitor with respect to Institute for Credentialing Excellence (I.C.E.)'s election of any rights under this Section 14.

14. EVENT HOURS

Sunday, November 17, 2024: 6:00 PM – 7:30 PM
Monday, November 18, 2024: 7:00 AM – 7:00 PM
Tuesday, November 19, 2024: 7:00 AM – 2:15 PM

Exact hours are subject to change.

15. DISMANTLING OF EXHIBITS

Exhibits are to be kept intact until the closing of the Exhibit Hall on November 19, 2024, 2:30 PM. No part of an exhibit shall be removed during the Show Hours without special permission from Institute for Credentialing Excellence (I.C.E.). Should Exhibitor begin dismantling its booth before the close of the Exhibit Hall may lose part or all of its priority points and may entirely lose the privilege of exhibiting at future Institute for Credentialing Excellence (I.C.E.) events.

All freight must be removed from Facility by 6:00 PM, November 19, 2024. If exhibits are not removed by this time, Institute for Credentialing Excellence (I.C.E.) reserves the right to remove exhibits and charge the expense to Exhibitor and Institute for Credentialing Excellence (I.C.E.) shall have no liability for any loss or damage to Exhibitor's exhibit property caused by such removal.

16. BADGES

Exhibitor will be provided (2) complimentary Exhibitor badges per (100) sq. ft. of exhibit space purchased which include access to the exhibit hall only. Exhibitor will be provided (1) complimentary Exhibitor Full Conference badges per (100) sq. ft. of exhibit space purchased which include access to the exhibit hall, education sessions, and other public events. Exhibitor badges are for Exhibitor's full and part time employees or contractors. Exhibitor badges and Exhibitor Full Conference badges allow access to the Exhibit Hall during the following move-in, Show Hours and move-out.

Event attendees do not have access to the Exhibit Hall until November 20, 2024. Should Exhibitor give its badges to an Event attendee in order for the attendee to gain access to the Exhibit Hall prior to this time may, at the sole discretion of Institute for Credentialing Excellence (I.C.E.), lose part or all of its company's priority points, and may entirely lose the privilege of exhibiting in future Institute for Credentialing Excellence (I.C.E.) events. Institute for Credentialing Excellence (I.C.E.) reserves the right to give an Exhibit Hall Pass to any Exhibitor or Event attendee in order to grant them access to the Exhibit Hall at any time.

17. MINIMUM AGE FOR ADMISSION

Children under the age of 16 are not permitted in the Exhibit Hall at any time. Any attendees or exhibitors arriving with children under the age of (16) will be denied access to the Exhibit Hall with such children without any exceptions or refunds.

18. EXHIBITOR LIABILITY

Exhibitor remains solely responsible for the safety of its property at all times during transit to and from the Facility and in the Exhibit Hall. Neither Institute for Credentialing Excellence (I.C.E.), its directors, officers, employees, agents, subcontractors, nor SmithBucklin, (collectively "Show Management") are responsible for Exhibitor's property or any loss thereto from any cause.

EXHIBITOR HEREBY WAIVES AND RELEASES ANY CLAIM OR DEMAND IT MAY HAVE AGAINST ANY OF THE SHOW MANAGEMENT BY REASON OF ANY DAMAGE TO OR LOSS OF ANY OF ITS PROPERTY.

19. INDEMNIFICATION

Exhibitor agrees that it will indemnify, defend and hold Show Management, Institute for Credentialing Excellence (I.C.E.), their respective officers, directors, employees, agents and each of them, harmless from and against a) the performance or breach of this Contract by Exhibitor, its employees, agents or contractors; b) the failure by Exhibitor, its employees, agents or contractors to comply with applicable laws, regulations and ordinances; and c)

the act, omission, negligence, gross negligence, or willful misconduct of Exhibitor, its employees, agents, contractors, licensees, guests, or invitees. This indemnification of Show Management by Exhibitor is effective unless such injury was caused by the sole gross negligence or willful misconduct of Show Management. Exhibitor agrees that if Show Management or Institute for Credentialing Excellence (I.C.E.) is made a party to any litigation commenced by or against Exhibitor, or relating to this Contract or the premises leased hereunder, then EXHIBITOR WILL PAY ALL COSTS AND EXPENSES, including attorneys' fees, INCURRED BY OR IMPOSED UPON SHOW MANAGEMENT OR Institute for Credentialing Excellence (I.C.E.) BY REASON OF SUCH LITIGATION. THE TERMS OF THIS PROVISION SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THIS CONTRACT.

20. INSURANCE

Exhibitor is required to maintain and to provide a Certificate of Insurance (COI) to Show Management on or before September 13, 2024 evidencing the following:

- (a) General liability with limits not less than \$1,000,000 per occurrence, \$2,000,000 in the aggregate
- (b) Owned (if applicable), hired and non-owned auto liability with limits not less than \$1,000,000 per occurrence
- (c) Workers' compensation with state statutory limits
- (d) Employer's liability with limits not less than \$500,000
- (e) Commercial umbrella liability with limits not less than \$5,000,000
- (f) Personal property and equipment on a special form replacement cost basis

Institute for Credentialing Excellence (I.C.E.), SmithBucklin Corporation and the Fontainebleau Miami Beach, are to be listed as additional insureds on a primary and non-contributory basis with respect to general/auto/umbrella liability.

A waiver of subrogation must apply to all policies. All carriers are to maintain an A.M. Best rating of not less than A- VII.

Exhibitor will not be permitted to set up its booth prior to submitting the proper certificates. Certificates should be sent to: meetings@credentialingexcellence.org

21. USE OF SPACE — GENERAL

(a) Exhibitor is not permitted to display or distribute literature or any promotion outside the confines of its assigned exhibit space in the Exhibit Hall. Distribution or display of promotional material in public areas of the Facility or meeting rooms is strictly prohibited. Institute for Credentialing Excellence (I.C.E.) also reserves the right to remove, at Exhibitor's cost, any promotional material or product deemed by Show Management as not suitable for display at the 2024 I.C.E. Exchange.

(b) Exhibitor is prohibited from possessing, displaying or depicting any products or components or company names in their booth that could be interpreted as being a promotion or comparison (features, benefits, price etc.) of another company. For member discounts, only the name of the I.C.E. member contracting for the exhibit space will be listed in the published conference material or in the mobile app.

(c) No exhibit will be permitted that interferes with the use of other exhibits or impedes access to them or impedes the free use of the aisles.

(d) Distribution by Exhibitor, or its agents, of any printed materials, souvenirs or other articles shall be restricted to the Exhibitor's exhibit space. No noisemakers, helium balloons, lighter-than-air objects, gummed stickers or labels will be permitted as handouts.

(e) Any special promotions, music or stunts planned by Exhibitor at any time during the Event must be approved with Institute for Credentialing Excellence (I.C.E.). Details should be submitted to Show Management via email to meetings@credentialingexcellence.org at least 10 business days prior to the start of the Event. Institute for

Credentialing Excellence (I.C.E.) reserves the right to designate specific days and hours during which special promotions and stunts may be conducted, if they are permitted at all.

(f) Institute for Credentialing Excellence (I.C.E.) allows drawings, games of chance and raffles in the Exhibit Hall, subject to the prior written approval of Institute for Credentialing Excellence (I.C.E.). Exhibitor must abide by all State, county, and city statutes and regulations regarding drawings, games of chance and raffles.

(g) No animals are permitted in the Facility other than service animals.

(h) Exhibitor must abide by all of the General Policies, Rules, and Regulations of the Facility, a copy of which is included in the Exhibitor Services Manual, made available to Exhibitor in August. The Facility has reserved the right to update, change or amend its rules and regulations after publication in the Exhibitor Services Manual. To obtain a copy of the General Policies, Rules, and Regulations of the Facility prior to publication in the Exhibitor Services Manual Exhibitor may email meetings@credentialingexcellence.org.

(i) Exhibitor shall be responsible for compliance with the Americans with Disabilities Act. Exhibitor shall indemnify, defend and hold Show Management harmless from any and all claims, costs, expenses or other damages, arising out of Exhibitor's breach of this provision consequences of Exhibitor's failure in this regard. The terms of this provision shall survive the termination or expiration of this Contract. For more information on the Americans with Disabilities Act and how to make exhibit space accessible to persons with disabilities, please contact:

U.S. Department of Justice ADA, Civil Rights Division Disability Rights Section – NYAV 950 Pennsylvania Avenue, NW Washington, D.C. 20530 USA phone: +1.800.514.0301 (voice) +1.800.514.0383 (TTY), website: www.ada.gov

(j) Helium or other compressed gas tanks must be properly secured to prevent toppling. Facility reserves the right to require compressed gas tanks to be removed from the Exhibit Hall during Show Hours. Helium-filled balloons are allowed in the Facility only as a display, and must be fastened to the booth. Balloons may not be given out within the Facility. All lighter-than-air objects must be removed from the Facility at the close of the Event. Facility reserves the right to assess a fee for retrieving any escaped lighter-than-air objects to the Exhibitor.

(k) The Fontainebleau Miami Beach is the only official housing vendor for the Event and other companies may not provide the prices, service and reliability available from the Fontainebleau Miami Beach. If you are contacted by ANY company except the Fontainebleau Miami Beach about hotel reservations for 2024 I.C.E. Exchange, please inform Show Management at meetings@credentialingexcellence.org. Institute for Credentialing Excellence (I.C.E.) shall not be responsible for any damages or costs related to Exhibitor making hotel reservations via an unauthorized solicitation of hotel reservations.

(l) All booth personnel must be properly and modestly clothed.

(m) Exhibitor is permitted to serve food and non-alcoholic beverages in its booth during Event Hours. Non-alcoholic beverages do not need to be served by a bartender but all beverages and food must be ordered through the Facility's caterer and follow safety protocols as recommended by Institute for Credentialing Excellence (I.C.E.) staff.

(n) The Fontainebleau Miami Beach is the exclusive provider of food and/or beverage items at the Facility. If the Fontainebleau Miami Beach is required to handle, store, refrigerate, transport, deliver, prepare, or service any of the demonstration food and beverage product brought in by the Exhibitor, charges will apply. Only food and/or beverages used for Exhibitor's equipment demonstration will be permitted.

(o) Exhibitor, at Institute for Credentialing Excellence (I.C.E.)'s sole discretion, is prohibited from taking videos and photographs of any booths in the Exhibit Hall, other than their own. Aerial photography, videography or stunts of any kind by an Exhibitor, i.e. drones, are strictly prohibited. The Exhibitor acknowledges and agrees that the

Institute for Credentialing Excellence (I.C.E.), its employees and contractors may take photographs/videos, which could include images of Exhibitor, its name and logo, its representatives and its exhibits while attending the Exhibition. Exhibitor hereby consents to and grants to the Institute for Credentialing Excellence (I.C.E.) 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. Exhibitor acknowledges that Institute for Credentialing Excellence (I.C.E.) 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 Exhibitor and its representatives may have relating to or arising from the images or their use.

(p) Music in the booth or at any of Exhibitor's function held in conjunction with the Event is subject to applicable copyright and licensing fees. It is the sole responsibility of the Exhibitor to pay applicable fees.

(q) All exhibit fixtures and booth structures are permitted to a maximum height of (8') (2.44 m) in inline booths and must be placed against the back wall of the booth space. All exhibit fixtures and booth structures are permitted to a maximum height of (12') (3.66 m) in all perimeter booths. Exhibitor agrees to abide by these maximum height limits and all other Booth Construction/Display Rules & Regulations included in the Exhibitor Services Manual. To obtain a copy prior to publication in the Exhibitor Services Manual, Exhibitor may email meetings@credentialingexcellence.org.

(r) Umbrellas and canopies are considered part of the overall booth components and may not protrude into the aisle.

22. USE OF SPACE — LIGHTS/ AUDIO / VEHICLES ETC.

(a) No spotlight may be directed toward the aisles or so directed that it proves to be irritating or distracting to neighboring Exhibitors or guests.

(b) Droplights or special lighting devices must be hung at a level or positioned so as not to prove to be an irritant or distraction to neighboring Exhibitors or guests.

(c) No strobe light effects are permitted.

(d) Projectors, computer screens or TV screens must not cause people to block the aisle. Computer screens and TV screens are considered part of the overall booth components and may not protrude into the aisle.

(e) Loud speakers or operation of equipment, which is of excessive sound volume to be annoying to neighboring Exhibitors or guests is not permitted based on the 80/80 Rule: Any sound that consistently exceeds 80 decibels measured at the edge of an Exhibitor's booth or is clearly identifiable more than 80 feet from that booth is considered objectionable.

(f) No lighting, fixtures, lighting trusses, or overhead lighting are allowed outside the boundaries of the exhibit space. All lighting should be directed to the inner confines of the booth space. Lighting should not project onto other exhibits or aisles. Exhibitors intending to use hanging light systems are required to submit a detailed floor plan with light locations and dimensions, including height, of all items in the booth, to Show Management for review and approval by July 26, 2024.

(g) Vehicles may not be displayed without prior written approval from Institute for Credentialing Excellence (I.C.E.) and the Public Safety Department of the Facility.

23. MEETINGS & DISPLAYS OUTSIDE EXHIBIT AREA

In order to ensure the success of the Event and avoid dilution of benefits extended to all partners, Exhibitor may not extend invitations, call meetings or otherwise encourage absence of other exhibitors/sponsors attendees from any program or other component of the Event during Show Hours or any function sponsored in connect with the

Event without prior notice to and approval by Institute for Credentialing Excellence (I.C.E.).

Absolutely no exhibits are permitted outside the Facility. There are to be no displays in hotel rooms, hotel public areas or other facilities or areas contracted or used by Institute for Credentialing Excellence (I.C.E.).

24. HOTEL ROOMS, SUITES & MEETING ROOMS

Institute for Credentialing Excellence (I.C.E.) reserves the right to control all suites and meeting rooms in the Facility and in those hotels participating in the Institute for Credentialing Excellence (I.C.E.) housing block. These controls have already been set up with each property. If you have interest in hosting any type of private event during the conference, please email meetings@credentialingexcellence.org with the event format and proposed date and time. No meetings, private functions, including lunch meetings, or entertainment can be scheduled during Show Hours (Sunday, November 17, 2024: 6:00 PM – 7:30 PM, Monday, November 18, 2024: 7:00 AM – 7:00 PM, Tuesday, November 19, 2024: 7:00 AM – 2:15 PM). No product displays or demonstrations are permitted in meeting rooms. Activities that conflict with the nature of 2024 I.C.E. Exchange are not permitted. Suites and meeting rooms are assigned on a first-come, first-served basis and only to Exhibitors and organizations allied with Institute for Credentialing Excellence (I.C.E.).

25. ATTENDEE LISTS

Attendee lists from the Event are distributed only to Gold, Platinum, or Diamond sponsoring companies and other official partners who have secured access. Please note that Sponsors, Exhibitors, and no other individual or organization are authorized to market or to sell attendee lists of Institute for Credentialing Excellence (I.C.E.). Such lists shall only be used for mailings of promotional material relating to Exhibitor's booth at the Event and shall not be reproduced, transferred or used in any other manner. In using such lists for mailings, Exhibitor must ensure compliance with all country, state and local laws and regulations including, but not limited to, the European Union's General Data Protection Regulations (GDPR) and the California Consumer Privacy Act (CCPA). The Exhibitor shall indemnify, hold Institute for Credentialing Excellence (I.C.E.), its directors, officers, employees, agents or subcontractors harmless from the performance or breach of this provision by Exhibitor, its employees, agents or contractors. Misuse of these lists will result in the loss of your appointment to select sponsorship items and booth placement for the 2024 I.C.E. Exchange. The terms of this provision shall survive the termination or expiration of this Contract.

26. FIRE REGULATIONS

(a) All materials used in exhibit booth(s) must be of a non-flammable nature. Electric signs and equipment must be wired to meet the specifications of the Facility and the Colorado Springs Fire Prevention Division.

(b) If Exhibitor has equipment that produces heat, smoke or open flames as an integral part of product demonstration, Exhibitor must provide ventilation, safety equipment and proper insulation and utility connections meeting all local fire regulations. Under such circumstances, Exhibitor must also receive written approval of plans from the Facility, the Miami Beach Fire Prevention Division and from Institute for Credentialing Excellence (I.C.E.). A heat producing device form to request approval from the Miami Beach Fire Prevention Division is included in the Exhibitor Services Manual.

(c) A complete list of all fire regulations is included in the Exhibitor Services Manual. The Miami Beach Fire Prevention Division has reserved the right to update, change or amend its rules and regulations after publication in the Exhibitor Services Manual.

27. LABOR RELATIONS

(a) Full-time employees of Exhibitor may set up Exhibitor's own exhibits without assistance from Alliance Nationwide Exposition. Any labor services that may be required beyond what Exhibitor's regular full-time employees can provide must be rendered by Alliance and can be ordered in advance through the Alliance Nationwide Exposition exhibitor service portal.

(b) If Exhibitor intends to use an Exhibitor Appointed Contractor (EAC) to install and/or dismantle their booth, Exhibitor must register their EAC no later than 30 days prior to move-in. An EAC registration form is provided in the Exhibitor Services Manual. An original Certificate of Insurance must be filed with Institute for Credentialing Excellence (I.C.E.) in order for any EACs to gain access to the Exhibit Hall. The Facility follows the ESCA (Exhibition Service Contractors Association) Badging System. All EACs are required to wear both a Facility Access Credential and individual Event credential at all times.

(c) Exhibitor may hand carry its own materials into the exhibit facility. Hand carry must be through designated and authorized entrance points to the venue. The use or rental of dollies, flat trucks and other mechanical equipment, however, is not permitted. Alliance Nationwide Exhibition controls access to the loading docks in order to provide for a safe and orderly move-in/out. Only full-time employees of the exhibiting company are allowed to hand carry items. Unloading and reloading at the dock of any and all contracted carriers are handled by the General Services Contractor. Privately operated vehicles are not permitted for self-unload or re-load at the loading dock, and material must be handled by the General Services Contractor at the prevailing rate.

28. EXHIBITOR SERVICES MANUAL

In August 2024, Alliance Nationwide Exposition will distribute an Exhibitor Services Manual to Exhibitor that provides complete shipping instructions, production information, and other forms for all services needed during installation, Show Hours and dismantle.

29. WARRANTIES

Institute for Credentialing Excellence (I.C.E.) makes no warranties, either express or implied, as to the availability or suitability of the contractors, services and/or equipment of the Facility, Institute for Credentialing Excellence (I.C.E.), or their respective employees, agents or contractors.

30. AMENDMENTS/ INTERPRETATION

Institute for Credentialing Excellence (I.C.E.) reserves the right to amend and enforce this Contract. Written notice of any amendments shall be given to Exhibitor. Exhibitor, for itself, its agents and employees, agrees to abide by this Contract set forth therein, or by any subsequent amendments. Institute for Credentialing Excellence (I.C.E.) reserves the sole right to interpret this Contract. All interpretations are final and are not subject to review or to appeal. Exhibitor, in the sole interpretation of Institute for Credentialing Excellence (I.C.E.) shall be subject to disciplinary action up to and including ejection from the Event and refusal to participate in any future events of Institute for Credentialing Excellence (I.C.E.).

31. ENFORCEMENT/ MISCELLANEOUS

This Contract is governed by Washington, DC law and the Exhibitor consents to the exclusive jurisdiction of the State and Federal courts seated in Washington, DC, with respect to any action arising out of this Contract or Institute for Credentialing Excellence (I.C.E.). The parties explicitly acknowledge and agree that the provisions of this Contract are both reasonable and enforceable. However, the provisions of this Contract are severable and, as such, the invalidity of any one or more provisions shall not affect or limit the enforceability of the remaining provisions. Should any provision be held unenforceable for any reason, then such provision shall be enforced to the maximum extent permitted by law.

This Contract will be binding on the Exhibitor's heirs, successors and assigns.

32. LIMITATION OF LIABILITY

IN NO EVENT SHALL THE FACILITY, 2024 I.C.E. Exchange, Institute for Credentialing Excellence (I.C.E.) , THEIR OWNERS, MANAGERS, OFFICERS OR DIRECTORS, AGENTS, EMPLOYEES, INDEPENDENT CONTRACTORS, SUBSIDIARIES AND AFFILIATES (COLLECTIVELY "Institute for Credentialing Excellence (I.C.E.) PARTIES") BE LIABLE TO THE EXHIBITOR OR ANY THIRD PARTY HIRED BY OR OTHERWISE ENGAGED BY THE EXHIBITOR FOR ANY LOST PROFITS OR ANY OTHER INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING ATTORNEY'S FEES AND COSTS, ARISING OUT OF THIS APPLICATION AND CONTRACT OR CONNECTED IN

ANY WAY WITH USE OF OR INABILITY TO USE THE SERVICES OUTLINED IN THIS APPLICATION AND CONTRACT OR FOR ANY CLAIM BY EXHIBITOR, EVEN IF ANY OF THE Institute for Credentialing Excellence (I.C.E.) PARTIES HAVE BEEN ADVISED, ARE ON NOTICE, AND/OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF SUCH DAMAGES. EXHIBITOR AGREES THAT Institute for Credentialing Excellence (I.C.E.) PARTIES' SOLE AND MAXIMUM LIABILITY TO EXHIBITOR, REGARDLESS OF THE CIRCUMSTANCES, SHALL BE THE REFUND OF THE EXHIBIT BOOTH FEE. EXHIBITOR AGREES TO INDEMNIFY AND DEFEND THE Institute for Credentialing Excellence (I.C.E.) PARTIES FROM ANY CLAIMS BROUGHT BY A THIRD PARTY HIRED BY, OR ENGAGED BY THE EXHIBITOR FOR ANY AMOUNT BEYOND THE EXHIBIT BOOTH FEE. FURTHER, EXHIBITOR AGREES TO PAY ALL ATTORNEYS' FEES AND COSTS INCURRED BY Institute for Credentialing Excellence (I.C.E.) PARTIES ARISING OUT OF, OR IN ANY WAY RELATED TO, THIS CONTRACT. EXHIBITOR SHALL BE SOLELY RESPONSIBLE FOR ITS ATTORNEYS' FEES AND COSTS.

33. PERSONAL INFORMATION CONSENT

EXHIBITOR ACKNOWLEDGES THAT PERSONAL INFORMATION OF ITS COMPANY CONTACTS MAY BE USED BY Institute for Credentialing Excellence (I.C.E.): (A) TO FULFILL THE PURPOSE AND OBLIGATIONS OF THIS CONTRACT; (B) TO COMMUNICATE OTHER INFORMATION ABOUT Institute for Credentialing Excellence (I.C.E.); (C) TO ENGAGE IN OUTREACH TO SOLICIT CORPORATE SUPPORT OF Institute for Credentialing Excellence (I.C.E.) IN THE FUTURE; AND (D) IN FURTHERANCE OF ANY OTHER PURPOSE OUTLINED IN Institute for Credentialing Excellence (I.C.E.)'S PRIVACY POLICY.

[Signature page follows]

By its signature below, Exhibitor submits this Application and Contract and agrees to be bound to its terms:

EXHIBITOR:

[Name of Company Printed Here]

By: _____

Printed Name: _____

Title: _____

Date: _____

ACCEPTED BY Institute for Credentialing Excellence (I.C.E.)

By: _____

Date: _____