



## Novi Summit Terms and Conditions

**Last Updated:** June 13, 2025

Thank you for your interest in purchasing the Novi Summit sponsorship package selected by you on the Novi AMS Sponsorship Page (your "Package"). These Terms and Conditions (these "Terms") govern your purchase of the Package and participation as a sponsor pursuant to the Package at the Novi Summit listed on the Sponsorship Page (the "Event"). The Event is put on by Novi AMS, LLC ("we," "us" or "our").

**Please read these Terms carefully. If you do not agree with any of these Terms, then you must not purchase the Package and participate in the Event as a sponsor. You accept these Terms by purchasing the Package, and/or by clicking to accept or agree to these Terms when this option is made available to you. These Terms, together with the Package, collectively constitute the "Agreement". Any individual accepting the Agreement on an entity's behalf claims the authority to bind such entity to the terms of the Agreement.**

### **1. Sponsorship Fee; Sponsorship Benefits**

You will pay the fee ("Sponsorship Fee") applicable to your Package concurrent at the time of purchase. For the avoidance of doubt, if your payment is declined for any reason, then your sponsorship will be deemed rejected and the Agreement will be void and of no force and effect. In consideration of and subject to your payment of the Sponsorship Fee, we will provide you with the benefits described in your Package ("Sponsorship Benefits"). Except as specifically set forth in these Terms, the Sponsorship Fee is nonrefundable.

### **2. Term and Termination**

- a. The term of the Agreement commences as of the date of your purchase of the Package and, unless terminated earlier pursuant to any express provisions of the Agreement, will continue in effect until completion of the Event.
- b. We may cancel the Agreement without penalty or liability on written notice to you if we cancel the Event for any reason, including as the result of any act of God, court or governmental action or regulation, disaster, strike, labor strife, civil disorder, criminal activity, casualty, or if we deem it unreasonably dangerous, illegal, or otherwise inappropriate to hold the Event. If we cancel the Agreement pursuant to the preceding sentence, then we will promptly refund you the amounts paid for your Package.
- c. If a Force Majeure Event (as defined in the following sentence) occurs during the course of the Event, then we may cancel the Event (and terminate the Agreement) immediately, in which case we will not refund any amounts paid for your Package. A "Force Majeure Event" includes any act of God, court or governmental action or regulation, disaster, inclement weather, strike, health crisis, labor strife, civil disorder, criminal activity, casualty, or any other event, occurrence or circumstances that we deem makes it unreasonably dangerous, illegal, or otherwise inappropriate to continue to hold the Event. If we cancel the Event and the Agreement pursuant to the preceding sentence, no refund will be issued to you.
- d. We may terminate your participation as a sponsor at the Event immediately if you violate these Terms or if we or the Event facility representatives deem that you (or any of your representatives), your display, or any of your materials or equipment are offensive, in bad taste, illegal, unethical, or otherwise present undue risk to us (including our name, brand or goodwill), the Event facility or any Event attendees. If we cancel the Event and the Agreement pursuant to the preceding sentence, no refund will be issued to you.



e. If we reschedule the Event for any reason, we will honor your Package on the rescheduled date for the Event.

f. You may cancel your participation in the Event at any time, provided that no refund will be issued to you and your logo will not be removed from materials ordered prior to your cancellation.

### **3. Your Obligations at the Event**

a. You must set up and breakdown your displays in accordance with any instructions communicated to you.

b. Your activities act and otherwise in respect of the Event must reflect favorably on our business, name, brand, goodwill, and reputation. Without limiting the generality of the foregoing, you and your representatives, your display, and all your materials or equipment must not be offensive, in bad taste, illegal or unethical, and must not otherwise present undue risk to us (including our name, brand or goodwill), the Event facility or any Event attendees.

c. Your display and all activities related must be conducted from within the assigned area. Materials and displays inside this restricted area must be self-contained and may not encroach upon common area. Drones or other unmanned aircraft systems are prohibited without express advance written authorization, licensure and insurance.

d. Promotional items and marketing activities that may conflict or interfere with the Event (as determined in Novi's sole discretion) are not allowed. It is recommended that Novi approve any promotional items or marketing activities in advance in writing.

e. We reserve the right to require modification to or otherwise restrict your displays for any reason, including because of noise, method of operation, materials, safety or because we otherwise determine is warranted. In the event of such modification or restriction or removal, no refund will be issued to you.

f. You will comply with all applicable laws, regulations mandates, and orders, and will be exclusively responsible for all health, safety and other protocols and guidance with regard to any suite, hospitality, display area, loge box or other area operated by you at the Event. It is your sole and exclusive responsibility to conduct your activities at the Event in a safe manner.

### **4. Ownership and Licenses**

a. Any use by you of our name, brand, logo and/or marks is subject to our advance written consent in each case. If we consent to any such usage, you will comply with any applicable guidelines provided to you, and will include all appropriate intellectual property notices. You acknowledge that you have no right, title or interest in or to our name, brand, logo, marks or other intellectual property, and that nothing in the Agreement will be construed as an assignment or grant to you of any of the same. Any goodwill derived from any use by you of our name, brand, logo, marks or other intellectual property will inure solely to our benefit. Any permission to use our materials will terminate upon written notice to you, and automatically upon the expiration or termination of the Agreement.

b. You hereby grants us, and our agents, service providers and representatives a non-exclusive right and license to use your marks, logos and content as reasonably necessary to provide the Sponsorship Benefits, and otherwise in connection with our marketing, promotion or conduct of the Event.

c. You acknowledge and agree that we may, directly or through our employees, agents, representatives or outside service providers, record, photograph, videotape or otherwise capture portions of you and/or your officers, employees or agents and other representatives of your sponsorship of and presence at the Event. On behalf of yourself and such representatives, you consent to, without any compensation (other than the Sponsorship Benefits) or ownership or approval rights whatsoever, the use and display of your and your officers', employees', agents', and other representatives' name, voice, likeness, image and appearance by us or our designees in, on or in connection with any pictures, audio and video recordings, websites, publications, and all other printed and electronic forms and media throughout the world, at any time, for all legitimate business purposes ("Permitted Use").

### **5. Waiver and Release; Indemnification**



a. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, YOU, ON BEHALF OF YOURSELF AND YOUR OFFICERS, EMPLOYEES OR AGENTS AND OTHER REPRESENTATIVES (COLLECTIVELY, "RELEASING PARTIES"), ASSUME ALL RISKS ASSOCIATED WITH YOUR SPONSORSHIP OF AND PARTICIPATION AT THE EVENT, AND FULLY RELEASE AND FOREVER DISCHARGE US, OUR MANAGERS, OFFICERS, EMPLOYEES, AGENTS, THIRD PARTY SERVICE PROVIDERS, AND REPRESENTATIVES, AND THE EVENT FACILITY (INCLUDING THE FACILITY'S OFFICERS, EMPLOYEES, AGENTS AND REPRESENTATIVES) (COLLECTIVELY, "RELEASED PARTIES"), FROM ANY AND ALL CLAIMS, ACTIONS, DAMAGES, LOSSES, COSTS, EXPENSES AND LIABILITY OF ANY KIND, ARISING UNDER ANY LEGAL OR EQUITABLE THEORY WHATSOEVER AT ANY TIME, WHETHER KNOWN OR UNKNOWN, SUSPECTED OR UNSUSPECTED, ASSERTED, ACCRUED, UNACCRUED, ACTUAL, CONTINGENT, OR OTHERWISE, DIRECT OR INDIRECT AND WHETHER OR NOT CONCEALED OR HIDDEN ARISING OUT OF, ON ACCOUNT OF OR RELATING TO ANY INJURY TO OR RESULTING IN DEATH, IN CONNECTION WITH ANY PERMITTED USE AND/OR YOUR PREPARATION FOR AND PARTICIPATION AS A SPONSOR OF THE EVENT (COLLECTIVELY, "RELEASED CLAIMS"). YOU REPRESENT, WARRANT AND COVENANT NOT TO, AND WILL CAUSE EACH OF THE OTHER RELEASING PARTIES NOT TO, DIRECTLY OR INDIRECTLY, BRING, COMMENCE, INSTITUTE, MAINTAIN, PROSECUTE, AID OR FUND IN ANY WAY ANY ACTION OF ANY KIND OR OTHERWISE ASSERT AGAINST ANY OF THE RELEASED PARTIES ANYWHERE IN THE WORLD ANY RELEASED CLAIM. Without limiting the generality of the foregoing, you acknowledge and agree that we will not be liable for any damages or losses due to theft or the actions of third parties.

b. You will indemnify, defend and hold harmless each of the Released Parties from and against all any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including attorneys' fees, the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers resulting from any claim, suit, action or proceeding arising out of or related to: (i) your materials; (ii) any breach by you of any of your representations, warranties, covenants or obligations under the Agreement; (iii) action or inaction by you or any other Releasing Party in connection with the Agreement or otherwise; or (iv) any Released Claim; in each case, whether caused by the ordinary negligence of the Released Parties or otherwise and including and/or arising out of any Releasing Party's improper and/or tortious conduct in connection therewith.

## **6. Insurance**

You will maintain during the term of the Agreement a comprehensive occurrence based general liability insurance in such amounts as reasonably acceptable to us for injuries (including death) or property damage that may arise from or in connection with performance of your obligations under the Agreement and/or your presence at the Event. You will provide a certificate of insurance evidencing your maintenance of insurance coverage in accordance with this Section. This Section is not intended to and will not be construed in any manner as to waive, restrict or limit your liability for any obligations under the Agreement (including Section 5 of these Terms).

## **7. Disclaimers**

YOU ACKNOWLEDGE AND AGREE THAT THE SPONSORSHIP BENEFITS ARE PROVIDED ON AN "AS IS" BASIS. WE MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND REGARDING THE SPONSORSHIP BENEFITS OR THE EVENT, AND DISCLAIM ANY AND ALL WARRANTIES RELATING TO THE SPONSORSHIP BENEFITS AND THE EVENT, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND QUIET ENJOYMENT. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, WE DO NOT GUARANTEE ANY SPECIFIC ATTENDANCE LEVELS AT THE EVENT, ANY ATTENDANCE BY SPECIFIED PERSONS OR ENTITIES, OR THE QUALITY OR SUCCESS OF THE EVENT. NO SUGGESTIONS, COMMENTS, FEEDBACK, ADVICE, INFORMATION, OR RECOMMENDED CHANGES OBTAINED BY YOU FROM US OR ANY OTHER PERSON OR ENTITY IN CONNECTION WITH THE AGREEMENT, THE SPONSORSHIP BENEFITS, THE EVENT OR OTHERWISE (COLLECTIVELY, "SUGGESTIONS") WILL CREATE ANY WARRANTY NOT EXPRESSLY



STATED IN THE AGREEMENT AND THE ACCEPTANCE OF OR RELIANCE UPON SUCH SUGGESTIONS IS ENTIRELY AT YOUR OWN RISK.

#### **8. Miscellaneous**

The provisions of the Agreement may not be amended, supplemented, waived or changed orally, but only by a writing signed by authorized representatives of both parties. You may not assign or delegate your rights or obligations under the Agreement. Waiver by us of a breach of any provision of the Agreement will not operate as a waiver of a breach of any other provision of the Agreement. Nothing contained in the Agreement creates the relationship of a joint venture, employment, agency, franchise or partnership between the parties. If any term of the Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, such term will be inapplicable and deemed omitted to the extent invalid or unenforceable, but the remainder of the Agreement will remain in full force and effect as if such invalid or unenforceable term had never been included. If any provision of the Agreement may be construed in two or more ways, one of which would render the provision invalid or otherwise voidable or unenforceable and another of which would render the provision valid and enforceable, such provision shall have the meaning that renders it valid and enforceable. The Agreement will be governed by, and construed and enforced in accordance with, the internal laws of the State of Florida, without regard to principles of conflicts of laws, and the parties agree to sole and exclusive venue and jurisdiction in the state courts of record located in Palm Beach County, Florida. The Agreement constitutes the entire agreement between the parties and supersede all earlier or simultaneous agreements regarding the subject matter hereof.