

1. COMPANY INFORMATION

Company Name

Contact Person

Title

Phone

Email

Address

City, State, Zip/Postal Code

Country

2. EXHIBITION AND SPONSORSHIP DETAILS



3. PAYMENT TERMS & AGREEMENT

Non-refundable full payment is due with signed contract. An invoice will be issued by AIAA upon receipt of signed agreement.

Upon submission to AIAA of this contract along with appropriate, signatures and initials throughout the ASCEND Industry Partner Sales Contract indicates your agreement with the terms and conditions set forth on this application and contract. Additionally, you agree to abide by the rules and regulations set forth in this document and in the Partner/Exhibitor Manual.

Authorized Company Signature

Date

Printed Name, Title

Phone

Email

By signature above, the individual executing this contract represents and warrants that he/she is duly authorized to execute this binding contract on behalf of the company and agrees to all terms and conditions. Full details, terms and conditions are spelled out on the attached pages. Please initial each page prior to submitting contract.

TOTAL INVESTMENT: \$

INITIALS

THIS AGREEMENT (the "Agreement"), is entered into by and between the American Institute for Aeronautics and Astronautics (AIAA) and Participating Company (Company) and shall become a contract upon execution. This Agreement shall confirm the details of sponsoring and exhibiting at ASCEND 2023 held 23–25 October 2023 and/or related ASCENDx series (Event).

The individual executing this Contract represents and warrants that he/she is duly authorized to execute this binding contract on behalf of the Company.

IN CONSIDERATION of the mutual undertakings and promises of the parties as set forth below, the parties agree as follows:

AIAA is selling its sponsorships and exhibition participation in packages known as "Partner Sale Packages" for ASCEND 2023 as described in the sales prospectus.

1. PARTNER SALES PACKAGES

1.1 AIAA and Company will develop and execute the Partner Sales Package(s) in accordance with the terms and conditions set forth in this Agreement and as set forth in any Attachments and/or Exhibits to the Agreement. AIAA and Company agree they will perform their duties and responsibilities in a professional manner consistent, at all times, with industry standards and in accordance with applicable laws and regulations.

1.2 In consideration of the rights granted in the Agreement, Company agrees to pay AIAA a Partner Sales Fee as defined on page one of this Agreement. Partner Sales Fees are payable with a non-refundable 100% deposit upon receipt of invoice. In exchange for the Partner Sales Fee, AIAA agrees to provide Sponsor services as outlined on the first page of this agreement.

2. INTELLECTUAL PROPERTY

2.1 Each party is granted a nontransferable, non-exclusive license to use the other party's materials, marks and logos (collectively "Intellectual Property") solely for the promotion and execution of the Partner Sales Activities at the Event as set forth herein and only during the agreed upon period. Any such use shall be professional and in good taste and shall not claim or imply an endorsement by one party of the other party, its products, or services.

2.2 Upon expiration or termination of the Partner Sales Agreement, each party will cease using the other party's Intellectual Property and to the extent possible will, at the request of the other party, either destroy or return such Intellectual Property to the other party.

2.3 AIAA will remove a sponsor's logo from its website within 90 days of the close of an event, however, in some cases for archival purposes we may leave the sponsor's logo visible for a longer period, or it may remain visible via an internet search when AIAA no longer has the page visible and under its control.

3. EFFECTIVE DATE, TERM, AND TERMINATION

3.1 Effective Date and Term: Unless the Agreement is terminated earlier in accordance with its terms and conditions, the term of this Agreement shall commence on the Effective Date and terminate at the conclusion of the parties obligations pertaining to the Event.

3.2 In the event either party commits a material breach of any provision contained within the Agreement, and such breach remains uncured after thirty (30) days written notice specifying the breach, the non-breaching party may terminate the Agreement. Upon expiration or termination of this Agreement each party agrees to timely comply with the terms of Section 2.2 above. In the event this Agreement is terminated for material breach of a party following the commencement of the Event and/or Sponsorship activities, the parties agree nonetheless to cooperate to the extent necessary to avoid interruption of the Event. Such cooperation shall not be construed to waive any claim or defense a party may have.

3.3 In the event of cancellation by the company, AIAA shall determine an assessment covering the resale of sponsorship, prior services performed, and other damages related to cancellation.

AIAA must receive written notification of the cancellation from Company. Date cancellation notice is received by AIAA will determine assessment charges. In the event of either a full cancellation by Company, AIAA reserves the right to resell canceled package, regardless of the cancellation assessment. Subsequent resale of canceled package does not relieve the canceling sponsor of the obligation to pay the cancellation assessment. Appropriate payment must be received within 30 days of cancellation notice.

3.4 Should the Event in this Agreement be canceled or postponed by AIAA, except for conditions defined in this agreement as Force Majeure, either prior to the start of the Event or after the Event has officially commenced (determined by the earliest date and time listed in the Event program itinerary), AIAA will provide a refund equal to the Fee paid under the terms of this Agreement less a \$250 USD processing fee and any bank fees directly related to the refund.

4. LIMITATION OF LIABILITY

In no event shall either party be liable to the other party for any indirect, incidental, consequential, special, or exemplary damages (even if that party has been advised of the possibility of such damages), arising from breach of this Agreement, or any provision of this Agreement, such as, but not limited to loss of revenue or anticipated profits or lost business.

5. FORCE MAJEURE

Neither party shall be liable to the other in the event its failure to perform its obligations under the terms of the Agreement results from: (i) compliance with any law, ruling, order, regulation or order of any court or government decision or action of competent jurisdiction; (ii) acts of God

or other circumstances beyond the reasonable control of the parties; (iii) acts or omissions of the other party; (iv) fires, strikes, embargoes, war, acts of domestic terrorism, civil insurrection or riot, (v) a weather event or curtailment of transportation facilities preventing or unreasonably delaying [at least 25% of attendees and guests from attending the Event, or (vi) or other emergency beyond the party's control making it inadvisable, illegal or impossible to hold the Event or which materially affects a party's ability to perform its obligations here under. Any delay resulting from any of said causes shall extend performance accordingly or excuse performance, in whole or part, as may be reasonable under the circumstances. The terminating party shall endeavor to give notice of termination to the other party as soon as reasonably practicable in an effort to minimize the impact of termination.

In the event of a termination as a result of a Force Majeure event as defined above, neither party will have any liability to the other party hereunder.

6. PAYMENT

6.1 A 100% non-refundable deposit is due upon execution of this agreement.

6.2 Notice: Upon confirmation of this agreement, AIAA will record this transaction as receivable income and outstanding or overdue invoices become subject to audit by AIAA's third party auditors. Additionally, AIAA's staff, audit committee and board of directors may review and use various methods to collect invoices that are significantly past due, including a restriction on personal or corporate member benefits, or access to AIAA products, events and services.

Engagement Zone Participation (aka Exhibition) Specific:

The Host organization for ASCEND 2023 responsible for organization of ASCEND and the Exhibition (also known as the Engagement Zone) is the American Institute of Aeronautics and Astronautics (AIAA). SmithBucklin is an authorized sales partner of ASCEND.

1. PURPOSE

The Engagement Zone brings together individuals from inside and outside the industry to discuss topics of timely importance to the advancement of the space industry. Exhibitors are limited to firms, organizations, and agencies whose exhibits are in harmony with the purpose of this Exhibition. Active selling or order taking is NOT permitted without prior written approval of AIAA.

2. LOCATION OF EXHIBITS

The exhibit hall will be live during 24–26, October 2023 (hereafter known as the location).

3. SUBLEASING

Unless authorized by the Host, Exhibitor may not sublet his exhibit space, nor any part thereof, nor exhibit, offer for sale, or advertise articles not manufactured or sold by the exhibiting company, except where such articles are necessary for proper demonstration or operation of the exhibitor's display, in which case identification shall be limited to the manufacturer's regular nameplate. Exhibitor may not permit non-exhibiting company representatives to operate from his booth. Rulings of AIAA, shall, in all instances, be final with regard to use of exhibit space.

4. OCCUPANCY DEFAULT

Any exhibitor failing to occupy space contracted for ASCEND shall not be relieved of the obligation of paying the full rental charge of such space. If not occupied by the time set for completion of the installation of the displays, such virtual space shall be taken by AIAA, and re-allocated or reassigned for such purposes or use as AIAA may see fit.

5. ELIGIBILITY

AIAA has the sole right to determine the eligibility of any company or product for inclusion in the Exhibition.

6. LIMITATION OF LIABILITY

AIAA shall not be liable to exhibitor in any respect for any claims, losses, expenses, injuries, or damages arising out of or related to the Exhibition or exhibitor's participation in the Exhibition due to any act or omission of AIAA or its employees or agents, or any third person, whether based on breach of contract or warranty, negligence or other tort, or strict liability, unless directly and solely caused by the gross negligence or willful misconduct of AIAA. AIAA disclaims all warranties, express or implied, including, without limitation, warranties of merchantability and fitness for a particular purpose. AIAA shall not be liable to exhibitor for any indirect, special or consequential damages, including lost profits, whether based upon a claim or action of contract, warranty, negligence, strict liability or other tort. Notwithstanding any other provision of these terms and conditions, the maximum liability of AIAA to exhibitor will in no event exceed the lesser of (i) the amount of exhibit fees paid by exhibitor to AIAA or (ii) \$5,000; recovery of such amount shall be the exhibitor's sole and exclusive legal remedy. Any claim against AIAA by exhibitor not submitted to AIAA within thirty (30) days of the close of the Exhibition shall be forever waived, and no suit or action shall be brought against AIAA more than one (1) year after the Exhibition.

The exhibitor is solely responsible for his own exhibition material and products and should insure exhibit and products from loss or damage from any cause whatsoever. It is understood all property of an exhibitor is in his care, custody, and control in transit to, or from, or within the confines of the Virtual Exhibition Hall. AIAA shall bear no responsibility for the safety of the exhibitor, its personnel, employees, agents or representatives or personal property.

7. INSURANCE

Exhibitors shall, at their sole cost and expense, procure and maintain through the term of this contract, the following insurance: Comprehensive General Liability insurance with limits not less than \$1,000,000 including Contractual Liability and Products Liability coverage and Workman's Compensation in full compliance with all laws covering the exhibitor's

employees. Proof of such insurance shall be provided to AIAA or its agent or representative upon request.

8. LOTTERIES OR CONTESTS

The operation of games of chance or lottery devices, or the actual or simulated pursuit of any recreational past time is permitted only with prior written approval from AIAA.

9. ATTENDANCE

Admission policies shall remain, at all times, the prerogative of AIAA, and may be revised or amended to suit unforeseen conditions.

10. BOOTH PERSONNEL

Exhibitor representatives are restricted to personnel engaged in the display, demonstration, application or sale of the company's product or services.

11. USE OF SPACE

Displays and demonstrations are limited to the confines of an exhibitor's own virtual booth, as is the distribution of literature or other items.

12. DISPLAY

AIAA shall have full authority for approval or arrangement and appearance of items displayed. AIAA may, at its discretion, require replacement, rearrangement, or redecoration of any item or any booth, and no liability shall attach to AIAA for the costs to the exhibitor that may result thereby.

13. INDEMNIFICATION

Exhibitor shall indemnify AIAA, its employees, agents, and representatives against—and hold them harmless for—all liabilities, damages, actions, losses, claims, costs, and expenses (including reasonable attorney's fees) on account of personal injury, death, or damage to or loss of property arising out of or contributed to by any act or omission of exhibitor, its employees, agents, contractors, patrons, or invitees. The foregoing shall not apply with respect to any liability, damage, or loss directly and solely caused by the gross negligence or willful misconduct of the entity or person seeking indemnification claims arising out of the acts of negligence of exhibitor, exhibitor's agents, employees or representatives, and any claims for injury to exhibitor, its employees, agents, representatives, or event attendees.

14. WAIVER OF RIGHTS

Any rights of AIAA under this contract shall not be deemed waived in any manner except as specifically waived in writing and signed by an authorized officer of AIAA.

15. VIRTUAL LOCATION AND FLOORPLAN REVISIONS

AIAA retains the exclusive right to revise the Exhibition Hall floorplan and/or move assigned exhibitors as necessary at any time.

16. AMENDMENT AND ADDITION RULES

Any matters not specifically covered by the preceding rules shall be subject solely to the decision of AIAA. AIAA may, at any time, amend or add further rules to these rules, and all amendments made shall be binding on exhibitor equally with the foregoing rules and regulations. AIAA will notify exhibitors via email within 30 days of any amendment.

17. AGREEMENT TO RULES

Exhibitor and its personnel, employees, agents or representatives, agrees to abide by the foregoing rules and those provided and contained in both this document and the Exhibitors Manual, and by any amendments and additional rules that may be put into effect by AIAA after exhibit space request is accepted. AIAA strives to promote a safe and professional environment and as such exhibitor personnel, agents, and representatives will be subject to and abide by the AIAA Code of Ethics and Anti-Harassment Policy. www.aiaa.org/CodeofEthics/ and www.aiaa.org/Anti-Harassment-Policy/

18. PAYMENT AND NOTICE OF COLLECTION

A non-refundable full payment is due within 30 days of invoicing by AIAA. Upon acceptance of the partner sales agreement, AIAA will record this transaction as receivable income and outstanding or overdue invoices become subject to audit by AIAA's third party auditors.

Additionally, AIAA's staff, audit committee and board of trustees may review and use various methods to collect invoices that are significantly past due, including a restriction on personal or corporate member benefits, or access to AIAA products, forum admission and other services.