

TERMS AND CONDITIONS

1. ASSIGNMENT OF VIRTUAL SPACE

While doing our best to provide Sponsors with the best available virtual booth placement in the virtual exhibitor/sponsor area, Viewpoint reserves the right to assign all virtual booth space at its sole discretion and may modify assigned virtual booth space as needed. The virtual booth space is non-transferable by Sponsor.

2. USE OF SPONSORSHIP AND VIRTUAL SPACE

Sponsor agrees that the sponsorship is only to be used by the company whose name appears on this Application and Contract. Viewpoint reserves the right to refuse Sponsor's request for other sponsorships at future events if the Sponsor leaves or fails to occupy the chat function during established exhibition hours.

3. CANCELLATION

Exhibitor and Sponsorship fees are non-refundable.

4. CONDUCT AND STANDARDS

Sponsor shall require that its employees and agents conduct themselves at all times in accordance with normal standards of decorum and good taste. Viewpoint reserves the right to require Sponsors and its employees or agents to cease any action or behavior that creates a nuisance or is offensive to other attendees at the Event.

5. LICENSES AND APPROVALS

Sponsor is solely responsible for obtaining any licenses or permits required for its participation at the Event. Sponsor is solely responsible for obtaining any permissions, approvals, releases, or licenses necessary to use or display any literary or artistic works, trademarks or logos, or other content, images, or materials in connection with its participation at the Event.

6. COMPLIANCE WITH LAWS

Sponsor shall, and shall require that its employees and agents, abide by all applicable federal, state, and local laws in connection with its participation at the Event.

8. RELEASE

Sponsor expressly assumes all risks and responsibilities for Sponsor's participation at the Event, and Sponsor further releases and discharges Viewpoint for claims of liability by Sponsor arising out of its participation at the Event, excluding any injury, loss, or damage arising from the gross negligence or willful misconduct of Viewpoint or its employees or agents.

7. INDEMNIFICATIONS

Sponsor shall indemnify, defend, and hold Viewpoint and its directors, officers, employees, and agents harmless from any and all claims, demands, suits, liabilities, damages, losses, costs (including reasonable attorneys' fee and expenses) which result from or arise out of Sponsor's or its employees or agent's participation at the Event. Except that the foregoing indemnity shall not apply, and Sponsor shall not be liable for, any of the same which result or arise from gross negligence or willful misconduct of Viewpoint or its employees or agents.

8. LIMITATION OF LIABILITY

Except for Sponsor's indemnification obligations under Section 7, neither party shall in any way be liable for any lost profits or any incidental, special, indirect, punitive, or consequential damages in any way arising out of or relating to this Contract, regardless of the form or theory of action and even if advised of the possibility of such potential loss or damage. Except for Sponsor's indemnification obligations under Section 7, in no event shall either party's liability exceed amounts paid by Sponsor to Viewpoint hereunder.

9. VIOLATION OF RULES AND REGULATIONS

Any violation of the terms and conditions of this Contract or other rules or guidelines that Viewpoint provides or makes available to Sponsor in connection with this Event, may result in the termination of the Sponsor's participation in the Event. Termination for breach of this Contract by Sponsor will result in forfeit of all monies paid.

10. GOVERNING LAWS

This Contract is governed by the laws of the state of Oregon. Sponsor waives any right to assert lack of personal or subject matter jurisdiction and agrees that venue properly lies in Portland, Oregon.

11. VIEWPOINT PARTNERS

If the Sponsor is a member of a Viewpoint partner program, Sponsor must be current on all program fees payable under the partner program in order to sponsor at the Event.

12. PAYMENT

Viewpoint will submit an invoice to Sponsor for the sponsorship fee upon execution of this Contract. Sponsor agrees to pay the invoice upon receipt. If payment is not received by September 1st, 2020, Viewpoint reserves the right to cancel Sponsor's participation in the Event.