

Return signed contract with deposit by **4 September 2020** to:

OSA Exhibits, c/o OSA, 2010 Massachusetts Ave., NW, Washington, DC 20036 USA • Email: [exhibitsales@osa.org](mailto:exhibitsales@osa.org)

### 1 COMPANY INFORMATION

Company Name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City: \_\_\_\_\_ State/Province: \_\_\_\_\_  
 ZIP/Postal Code: \_\_\_\_\_ Country: \_\_\_\_\_  
 URL: \_\_\_\_\_

### 2 PRIMARY OPERATIONS CONTACT

Name: \_\_\_\_\_  
 Job Title: \_\_\_\_\_  
 Email: \_\_\_\_\_  
 Tel: \_\_\_\_\_

### 3 PRICING: Indicate event and product selection by checking the box, all rates in US\$. Frontiers in Optics Quantum 2.0

VIRTUAL EXHIBIT*	OIDA Member**	Non-member		OIDA Member**	Non-member
<b>Basic Exhibitor</b>	<input type="checkbox"/> \$375	<input type="checkbox"/> \$500	<b>Enhanced Exhibitor</b>	<input type="checkbox"/> \$750	<input type="checkbox"/> \$1,000
<b>SPONSORSHIPS</b>					
<b>Conference-wide</b>	<input type="checkbox"/> \$1,875	<input type="checkbox"/> \$2,500	<b>Registration Sponsor</b>	<input type="checkbox"/> \$2,250	<input type="checkbox"/> \$3,000
<b>Plenary, Visionary, or Keynote Video</b>	<input type="checkbox"/> \$3,750	<input type="checkbox"/> \$5,000	<b>Rotating Ad</b>	<input type="checkbox"/> \$750	<input type="checkbox"/> \$1,000
<b>Daily Tech Zoom Room</b>	<input type="checkbox"/> \$2,250	<input type="checkbox"/> \$3,000	<b>Static Ad</b>	<input type="checkbox"/> \$375	<input type="checkbox"/> \$500
<b>Coffee Break</b>	<input type="checkbox"/> \$1,125	<input type="checkbox"/> \$1,500			

\*Virtual Exhibit content will remain live for 60 days after the event.

\*\*OSA Industry Development Associates (OIDA) Member rates apply only if membership is active at the start of the Conference and the member has chosen the Business Development benefit category as part of their OIDA member benefits.

### 4 CONTRACT AUTHORIZATION: By signing below, with or without appropriate payment, you are entering a legally binding contract. The individual signing below represents that he/she is duly authorized to execute this contract on behalf of the exhibitor.

The following documents, as they may be amended from time to time by Exhibit Management, shall be incorporated herein by reference and made part of this contract: **Exhibit Management's Rules and Regulations; Exhibit Service Manual (inclusive); Code of Conduct (available at [www.osa.org/codeofconduct](http://www.osa.org/codeofconduct)); and OSA Privacy Policy (available at [www.osa.org/privacypolicy](http://www.osa.org/privacypolicy)).**

Exhibit Management makes no warranty as to the accuracy, integrity or quality of the content posted on or provided through the virtual exhibit features and shall have no obligations or suffer any liability regarding the same. Each Exhibitor shall be solely responsible for the accuracy, integrity and quality of the content that it posts or provides. Any loss or damage of any kind incurred by anyone as a result of either the use or inaccessibility of exhibitor content shall be the sole responsibility of Exhibitor.

Exhibit Management does not actively monitor the content of virtual exhibits. You may advise Exhibit Management about content that you find objectionable. Exhibit Management may, in its sole discretion, choose to investigate your complaint and take appropriate action, which may include issuing a warning or removing content.

**TERMS OF USE:** Do not upload, post, email, transmit or otherwise make available ("provide") any content that is unlawful, libelous, defamatory, obscene, pornographic, indecent, lewd, harassing, threatening, harmful, infringes upon the intellectual property rights of a third party, invasive of privacy or publicity rights, abusive, inflammatory or otherwise objectionable; Do not provide any content that encourages a criminal offense or violates the rights of any party; Do not violate any applicable local, state, national and international law or regulation; Do not harass others; and Do not try to gain unauthorized access to the Website, other exhibitor's accounts, or computers connected to the Website. If Exhibit Management reserves the right to remove objectionable content from a digital booth if it determines, in its sole discretion, that the Terms of Use have been violated.

**LOGO USAGE:** Exhibitor agrees to provide Exhibit Management with a limited, revocable, non-exclusive, nontransferable, worldwide, royalty-free license to use, distribute, display, make derivative works from and copy the trademarks and logos of Exhibitor for promotional and marketing purposes related to FiO 2020.

**PAYMENT AND CANCELLATION:** Payment in full must accompany the contract. Defaults in payment may result in cancellation (subject to cancellation fee). Exhibitor must cancel the contract via electronic mail (email), fax or written notice forwarded to the address set forth in this contract. No refund will be due to exhibitor if cancelled. Cancellation fees will not be applied to any other past, current, or future charges incurred by Exhibitor and are non-transferable. In no event will Exhibitor receive a credit from any revenue later generated by reuse of the virtual exhibit space or sponsorship by Exhibit Management. Exhibitor shall also forfeit all exhibitor privileges.

Authorized Representative Signature: X \_\_\_\_\_ Date: \_\_\_\_\_

Authorized Representative Name (Please print.) \_\_\_\_\_

**5 PAYMENT:** Full payment is due with contract. Make checks payable (in US Dollars, drawn on a US bank) to The Optical Society, mail checks to OSA Exhibits, 2010 Massachusetts Avenue, NW, Washington, DC 20036, USA. Wire Transfer - (ACH payments are not accepted), direct funds to: Bank of America, 1501 Pennsylvania Ave. NW, Washington, DC 20013 USA; ABA# 0260-0959-3; Beneficiary, The Optical Society; Acct.#20-867-84-287; SWIFT, BOFAUS3N. Please incorporate any bank fees associated with your wire transfer, to include a \$25 processing fee by Bank of America, as remitter is responsible for these fees.

You may also pay by credit card:  Visa  M/C  Diners  AmEx

Amount: \_\_\_\_\_

Card No: \_\_\_\_\_ Exp. Date: \_\_\_\_\_ CVV: \_\_\_\_\_

Print Name (as it appears on card): \_\_\_\_\_

Cardholder Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Frontiers in Optics (FiO) and Quantum 2.0 are managed by The Optical Society ("OSA" or "FiO Management"). FiO Management may, in its sole reasonable discretion, amend these Rules and Regulations at any time. FiO Management further reserves the right to apply, interpret, and enforce these rules in its sole reasonable discretion. Any point not specifically covered in these rules is subject to the decision of FiO Management, whose decision shall be final.

**PURPOSE:** To disseminate knowledge and promote the development and application of optics. The virtual exhibition serves to introduce new products and services to the market and to educate individuals in these areas with regard to these technologies. Only exhibitors whose materials are related to those purposes will be allowed to maintain a virtual exhibit. FiO Management reserves the right to determine whether an Exhibitor's materials relate to the purpose of the exhibition.

**MERGERS AND ACQUISITIONS:** Exhibitor's obligations under this agreement, including payment obligation, may not be waived or assigned to any third party without the prior written permission of FiO Management. For the avoidance of doubt, in the event that Exhibitor acquires, is acquired by or merges with a third party, Exhibitor shall remain liable for full payment of fees under this agreement, regardless of whether the third party has entered into its own exhibit space agreement.

**SERVICES:** FiO Management has designated official exhibition contractors as outlined in the Exhibitor Service Manual. Services for these and other contractors will be available and charged at the then-current rates by the contractor directly to Exhibitor. FiO Management and its Sponsors assume no responsibility or liability for such contractors.

**COMPLIANCE WITH LAWS, RULES, AND SAFETY PRECAUTIONS:** Exhibitor is responsible for compliance with all federal, state, and local laws, regulations, orders, and requirements applicable to Exhibitor's virtual exhibit and the content posted or provided therein. Exhibitor is responsible for obtaining any licenses and permits necessary for its exhibition. The content posted or provided in Exhibitor's virtual exhibit shall comply with all applicable industry safety standards.

**MUSIC:** Exhibitor must be prepared to provide proof of Broadcast Music Industry (BMI), American Society of Composers & Performers (ASCAP), Society of European Stage Authors and Composers (SESAC), or other appropriate licenses for Exhibitor's use of music. Exhibitors using such music agree to indemnify and hold harmless the Sponsors against any claims, liability or damages resulting from their use of such music.

**AMERICANS WITH DISABILITIES ACT (ADA):** Exhibitor is solely responsible for ensuring that its exhibit fully complies with the ADA.

**FORCE MAJEURE:** FiO Management may suspend or terminate this Contract without penalty in the event it becomes inadvisable, impracticable, illegal, or impossible to hold the Exhibit as scheduled due to any event beyond the control of FiO Management, including but not limited to the following: unavailability or breakdown of necessary technology; unavailability of necessary utility, internet or other service, strike; lockout; injunction; emergency; act of God; act of war or terror; pandemic; epidemic; and economic factors which make it impractical for FiO Management to hold the Exhibit or otherwise perform its obligations hereunder. In such an event, Exhibitor hereby waives any and all damages and claims for damages and agrees that the sole liability of FiO Management and the Sponsors of the Exhibit shall be to refund to Exhibitor all payments made for the virtual exhibit, less a proportionate share of all expenses incurred and committed by FiO Management, such as, but not limited to, advertising, vendor fees, etc., to the extent any monies remain after payment of such expenses.

**DISCLAIMER OF WARRANTIES:** The express terms of this Agreement are in lieu of all warranties, conditions, undertakings, terms and obligations implied by statute, common law, trade usage, course of dealing or otherwise, including but not limited to any implied warranties of merchantability or fitness for any particular purpose, all of which are hereby excluded to the fullest extent permitted by law.

**EXHIBITOR WARRANTY:** Exhibitor warrants and represents that the content posted on or provided through the virtual exhibit features by Exhibitor does not infringe upon the personal or intellectual property rights of any third party, including but not limited to privacy, trademark, copyright and patent rights. Exhibitor further warrants and represents that any scientific knowledge contained in the content posted on or provided through the virtual exhibit features is true and accurate.

**INDEMNIFICATION AND INSURANCE:** Exhibitor agrees to defend, indemnify, and hold harmless FiO Management and its respective officers, directors, employees, and agents from and against any and all claims, demands, actions, causes of action, penalties, judgments and liabilities (including court costs and reasonable attorney's fees) based upon or related to Exhibitor's virtual exhibit or any act, omission, negligence, misconduct or breach of any material condition or warranty of this Contract by Exhibitor or its officers, directors, employees, representatives, servants, agents, invitees, licensees, contractors or subcontractors. Exhibitor shall maintain commercial general liability or other insurance in reasonable amounts as may be necessary to insure against potential liabilities that may arise from Exhibitor's participation in the exhibition. Proof of insurance shall be provided to Exhibit Management upon request.

**LIMITATION OF LIABILITY:** Exhibitor agrees that the liability of the FiO Management under this agreement shall not exceed the amount of virtual exhibit fees paid by Exhibitor. In no event shall the FiO Management be liable for any indirect, consequential, punitive, or incidental damages, even if advised of the possibility of such damages. To the extent allowed by law, no claim may be brought against FiO Management beyond one (1) year of the conclusion of the Exhibit and Conference.

**LAW:** This Contract shall be exclusively governed by, and construed and enforced in accordance with, the laws of the state of New York without reference to its choice of law doctrine. Exhibitor agrees that the sole jurisdiction and venue for any litigation arising from or relating to this Contract shall be an appropriate federal or state court located in the District of Columbia. Exhibitor hereby waives trial by jury in any action, proceeding, or counterclaim brought by or against FiO Management with respect to this Contract. FiO Management shall be entitled to recover from Exhibitor all costs (including attorney's fees) from any suit brought by FiO Management to enforce their rights herein.

**NOTICES:** Exhibitor agrees to notify FiO Management immediately: (i) if it becomes insolvent; (ii) if it files or anticipates filing a petition for voluntary bankruptcy, reorganization, insolvency or similar action; (iii) if Exhibitor has filed against it an involuntary petition in bankruptcy or a receiver or trustee is appointed to take possession of Exhibitor's property; or (iv) if it is dissolved voluntarily, involuntarily or by operation of law.

**GENERAL:** The parties are independent contractors with respect to each other, and nothing herein shall create any association, partnership, joint venture or agency relationship between the parties. Neither party has any right nor authority, to assume or to create any obligation or responsibility on behalf of the other party except as otherwise provided herein. The parties agree that all rights and obligations provided in this Agreement which do not expressly terminate pursuant to this Agreement shall survive beyond the term of this Contract and shall remain in full force and effect in perpetuity. This Contract represents the entire agreement of the parties and supersedes any other understanding of the parties concerning the subject matter herein. This Contract may be modified only with signed written consent of FiO Management. The waiver of a breach of any of the terms hereof or of any default hereunder shall not be deemed a waiver of any subsequent breach or default, whether of the same or similar nature, and shall not in any way affect the other terms hereof. No waiver or modification shall be valid or binding unless in writing and signed by the waiving party. All provisions of this Contract shall be severable and no provision shall be affected by the invalidity of any other provision to the extent that such invalidity does not also render such other provision invalid. All notices required under this Contract shall be considered given when deposited in the U.S. mail, certified, return receipt requested, addressed to the respective parties as listed on the first page of this Contract.

**ASSIGNMENT AND MULTIPLE-COMPANY SHARING:** Exhibitor shall not, without advance written approval by FiO Management, assign this Contract, in whole or in part, nor exhibit any products or services other than those manufactured or handled in Exhibitor's normal course of business. Multiple-company sharing of a virtual exhibit shall require advance written permission from FiO Management.