NUCLEAR DETERRENCE SUMMIT

January 27 - 29, 2025 Crystal Gateway Marriott | Arlington, VA

SPONSORSHIP AND EXHIBITOR PROSPECTUS

www.DeterrenceSummit.com

Presented by: <u>NUCLEAR SECURITY &</u> MONITOR





YOU ARE INVITED...

You are invited to the annual Nuclear Deterrence Summit, the preeminent gathering of U.S. and international leaders, experts, and industry executives in the field of nuclear deterrence. With discussion topics ranging from management of the U.S. nuclear weapons complex and the security of the stockpile to arms control negotiations and strategic policy, the Nuclear Deterrence Summit brings together the top minds in the field.

Produced by ExchangeMonitor Publications & Forums' Nuclear Security & Deterrence Monitor, this Summit is a powerful relationship-building and marketing opportunity for potential sponsors and exhibitors. You'll get access to executives representing some of the world's most influential organizations and government agencies working in the nuclear deterrence and nonproliferation arenas. It's the premier event for nuclear deterrence decision-makers to network, get high-level strategic updates, and connect with one another to create business opportunities for 2025 and beyond.

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A CLOSER LOOK AT NUCLEAR DETERRENCE ATTENDEES

ATTENDEE TITLE BREAKDOWN



ORGANIZATION BREAKDOWN

READ WHAT ATTENDEES SAID ABOUT THE NUCLEAR DETERRENCE SUMMIT!

- "This continues to be a valuable opportunity for individuals associated with the Nation's nuclear infrastructure to meet and discuss areas of interest and codify their perspectives."
 - "The right mix of presenters, good break periods, and social events."
 - "The conference was well done and supported by a variety of different civilian and government agencies with great guest speakers."
 - "Great event...appreciated the long breaks, as it allowed networking. Talks were excellent."

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WHO ATTENDS NUCLEAR DETERRENCE SUMMIT?

2024 GOVERNMENT ATTENDEES

- » Defense Nuclear Facilities Safety Board
- » Department of National Defence Canada
- » Kansas City National Security Campus
- » Lawrence Livermore National Laboratory
- » Los Alamos National Laboratory
- » National Institute for Deterrence Studies
- » National Intelligence University
- » National Nuclear Security Administration
- » National Security Council, the White House
- » Nevada National Security Site
- » NNSA Livermore Field Office
- » NNSA Office of Experimental Sciences
- » Oak Ridge National Laboratory
- » Office of the Secretary of Defense
- » Pacific Northwest National Laboratory
- » Sandia National Laboratories
- » Savannah River National Laboratory
- » Savannah River Site
- » U.S. Air Force
- » U.S. Department of Defense
- » U.S. Department of Energy
- » U.S. Department of Homeland Security
- » U.S. Department of State
- » U.S. Government Accountability Office
- » U.S. Navy
- » U.S. Senate Armed Services Committee
- » U.S. Space Force
- » U.S. Strategic Command
- » Y-12 National Security Complex

2024 UNIVERSITY ATTENDEES

- » George Washington University Law School
- » National Strategic Research Institute at U of NE

- » Texas A&M National Laboratories Office
- » Texas A&M University System
- » Tufts University
- » University of California
- » University of Michigan
- » University of Michigan, Nuclear Engineering Department
- » University of Pitt / Center for Int'l Security Studies

2024 COMPANY ATTENDEES

- » Accenture Federal Services
- » Advanced Automation Corporation
- » Advanced Nuclear Weapons Alliance Deterrence Center
- » Advanced Technologies and Laboratories International, Inc.
- » Advanced Technology Group
- » AECOM, Inc
- » Akana
- » Akima
- » Alberici Constructors, Inc.
- » Alpha Safety
- » Amazon Web Services
- » Amentum
- » American Institute of Physics
- » Analytic Services Inc.
- » Appian
- » Applied Research Associates
- » AtkinsRealis
- » Atlantic Council
- » Atomic Weapons Establishment
- » AVANTech, LLC
- » BAE Systems
- » Baker Concrete Construction

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- » Bechtel
- » Booz Allen Hamilton

- » Boston Government Services
- » Burns & McDonnell
- » BWX Technologies, Inc.
- » C.A. Murren & Sons Company, Inc.
- » CACI
- » Camfil Clean Air Solutions
- » CareerSMITH, Inc.
- » Catawba Corporations
- » Cavendish Nuclear USA Inc.
- » CEA
- » Centrus Energy Corp.
- » Centrus Technical Solutions
- » Cogent Security Consulting LLC
- » Consolidated Nuclear Security
- » Constellis, LLC
- » Crane Nuclear
- » Curtiss-Wright
- » Dassault Systemes
- » Day & Zimmermann
- » Deloitte
- » Desert Research Institute
- » DS Government Solutions Corp
- » Edgewater Federal Solutions
- » Edgewater Technical Associates
- » EGS, Inc.
- » Enercon Federal Services
- » ETEBA
- » Firewater Associates, LLC
- » Fluor
- » Foxguard Solutions
- » Framatome
- » Frontier Technology Corp
- » GEM Technologies, Inc.

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» Genasys, Inc

- General Atomics »
- General Dynamics Information Technology, Inc »
- **General Dynamics Mission Systems** »
- Geosyntec Consultants, Inc. »
- Govini »
- **Green Marble Group** »
- **Gunderson Iron Works** »
- Heritage Systems Engineering »
- HII »
- Holtec Government Services »
- Holtec International »
- Honeywell Building Technologies »
- Honeywell FM&T »
- » HukariAscendent
- » **IB3 Global Solutions**
- **Inside Defense** »
- InterAcademy Partnership »
- Institute for Defense Analyses »
- J Vollbrecht Consulting Inc. »
- J.G. Management Systems »
- JA Greene & Company »
- Jacobs »
- Jacobs Nuclear Projects and Consulting »
- James Fisher Technologies LLC »
- Juno Management Professionals »
- KeySource Inc. »
- **Kiewit Nuclear Solutions** »
- L3Harris »
- Laboratory for Laser Energetics »
- LATA »
- Leak Testing Specialists Inc. »
- Leidos »
- Lockheed Martin »
- Longenecker & Associates »
- Los Alamos Study Group »
- M&O Contracting Solutions Inc X

- Management Solutions, LLC »
- Materion ×
- Maximus Federal »
- McKinsey & Company »
- Merrick & Company »
- Michael Baker International »
- Mission Support and Test Services LLC »
- MIT Alumni Climate Action Group »
- Model Performance Group »
- MPR Associates »
- MS Technology, Inc. »
- Navarro »
- North Wind Dynamics »
- Northrop Grumman »
- » NucleCast
- Omega Technical Services »
- » Palantir Technologies, Inc.
- Paragon Energy Solutions, LLC »
- Parsons »
- Paschal Solutions, Inc. »
- Perma-Fix Environmental Services »
- Physics Today »
- Pinnacle Specialty Group »
- Precinmac »
- Pro2Serve »
- Project Enhancement Corporation »
- **Reuter-Stokes** »
- **Rockwell Automation** »
- S&K Technologies, Inc. »
- SAIC »
- Sargent & Lundy »
- Savannah River Nuclear Solutions LLC »
- Siemens Digital Industries Software »
- Siemens Government Technologies, Inc. »

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- Sierra Peaks Corporation »
- Sigma Science, Inc. »

- Simpson Gumpertz & Heger »
- SOC/D&Z »
- Software Engineering Institute »
- Sonic Systems International, LLC »
- Spectra Tech, Inc. »
- StorCo »
- Strata-G, LLC »
- Strategic Forces Association »
- Strategic Management Solutions LLC »
- SummitET »
- Superior Technical Ceramics »
- Systems Planning & Analysis »
- TechSource, Inc. »
- **Teledyne Brown Engineering** »
- » TerraGraphics Environmental Engineering
- The Aerospace Corporation »
- The De Novo Group LLC »
- The Marymont Group >>
- The Wall Street Journal »
- theEDGE, LLC »
- **Togiak Management Services, LLC** »
- TradeWind Services LLC »
- Triad National Security, LLC »
- Tsay/Pueblo Alliance »
- UDR Consulting, Inc »
- **Ultra Energy** »

Zivaro

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»

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- **Unitech Services Group** »
- United Global Technologies » Valor 3 Services, LLC

Wagstaff Applied Technologies

Westinghouse Government Services LLC

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2024 SPONSORS



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2024 EXHIBITORS



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GRAND SPONSOR

- Exclusive Recognition at Reception, which includes branding and an interactive experience
- $\boldsymbol{\cdot}$ Guaranteed speaking/moderating on two sessions
- Turnkey Exhibit with top priority in space selection
- (6) complimentary registrations (\$14,760 value)
- Unlimited additional registrations at a set rate of \$1,599 per pass (30% discount)
- One email blast to Summit attendees (pre- or post-show)
- Grand Sponsor branding on the conference website, printed program guide, mobile app, and on-site LED signage
- One full-page ad in the program guide, high-impact position
- Private Meeting Room for the duration of the conference
- $\cdot\,$ 25% discount on any Sponsor Add-Ons (see page 13 for options)
- Attendee list with contact details provided two weeks before the conference

PRE-CONFERENCE SPONSOR

- Exclusive Half-Day Pre-Conference Sponsor
- Turnkey Exhibit with top priority in space selection
- (6) complimentary registrations (\$14,760 value)
- Unlimited additional registrations at a set rate of \$1,772 per pass (30% discount)
- One email blast to Summit attendees (pre- or post-show)
- Platinum Sponsor branding on the conference website, printed program guide, mobile app, and on-site LED signage
- One full-page ad in the program guide, high-impact position
- Private Meeting Room for the duration of the conference
- 25% discount on any Sponsor Add-Ons (see page 13 for options)
- · Attendee list with contact details provided two weeks before the conference



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Contact: David Brumbach | 717-497-1625 | dbrumbach@accessintel.com

\$30,000

\$32,000

PLATINUM SPONSOR

\$24,000

- Select One Platinum Branded Option (see options below)
- Guaranteed Speaking/Moderating on one existing panel or create your own panel/topic (based on availability)
- Turnkey Exhibit with High Priority in booth space selection
- (5) complimentary registrations (\$12,300 value)
- Unlimited additional registrations at a set rate of \$1,722 per pass (30% discount)
- Platinum Sponsor branding on the conference website, printed program guide, mobile app, and on-site LED signage
- One full-page ad in the program guide
- Opportunity to reserve a Private Meeting Room (additional fee)
- $\cdot\,$ 20% discount on any Sponsor Add-Ons (see page 13 for options)
- Attendee list with contact details provided two weeks before the conference

PLATINUM SPONSORSHIP OPTIONS - SELECT ONE

» Reception Sponsor

Exclusive branding at one of the receptions. Branding will include signage, signature cocktail or similar experience. Sponsoring company may make 1–2-minute remarks before the reception

» Lanyard Sponsor

ExchangeMonitor will order and brand conference lanyards

» Branded Elevator Wrap or Branded Column Wrap

Includes branded elevator wrap or column wrap in the conference area

» Networking Lunch Sponsor

Exclusive branding at the Luncheon with table tents and signage. Option to play branded slides on a loop during the one-hour lunch

» Branded Lounge

ExchangeMonitor will create a lounge area with chairs and tables in the exhibit hall. There will be sponsor signage around the lounge area as well as branded pillows

» Any option listed in the Gold Sponsor Options (see next page)



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GOLD SPONSOR

\$18,750

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- Select One Gold Branded Option (see options below)
- Turnkey Exhibit
- (4) complimentary registrations (\$9,840 value)
- Unlimited additional registrations at a set rate of \$1,845 per pass (25% discount)
- Gold Sponsor branding on the conference website, printed program guide, mobile app, and on-site LED signage
- One full-page ad in the program guide
- Attendee list with contact details provided two weeks before the conference
- $\cdot\,$ 10% discount on any Sponsor Add-Ons (see page 13 for options)

GOLD SPONSORSHIP OPTIONS - SELECT ONE

» Hydration Station Sponsor

ExchangeMonitor will order and brand water coolers and/or water bottles

» Registration Sponsor

Includes branded registration desk at the conference and branding on the NDS registration page

» WiFi Sponsor

You pick the wifi password. We will also have branded table tents in the general session room with the wifi password and your branding

» Half-Day Coffee Sponsor and Networking Break

Exclusive Half-Day Coffee Sponsor. Includes branded signage and coffee sleeves for 3 hours, plus branding during 30 min networking break

» Custom Branded Journals

ExchangeMonitor will order & brand **300** premium journals. Attendees will receive one when they check-in for the conference

» Mobile App Sponsor

Includes branding within the Mobile App as well as branded signage throughout the conference area that promotes how to use the mobile app

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SILVER SPONSOR

\$12,000

- Select One Silver Branded Option (see options below)
- Turnkey Exhibit
- (3) complimentary registrations (\$7,380 value)
- · Additional registrations at a set rate of \$1,968 per pass (20% discount)
- Silver Sponsor branding on the conference website, printed program guide, mobile app, and on-site LED signage
- One half-page ad in the program guide
- · Check out our Sponsor Add-Ons for additional opportunities to increase your brand (see page 13 for options)
- Attendee list with contact details provided two weeks before the conference

SILVER SPONSORSHIP OPTIONS - SELECT ONE

» Networking Breakfast

Exclusive branding at a one-hour networking breakfast which includes branded signage, napkins, and the option to play slides on a loop in the conference room during the breakfast

» Charging Packs Sponsor

Exchange Monitor will order and brand 10 individual mobile phone charging packs that attendees may use during the conference

» Professional Photo Station

Exchange Monitor will hire a photographer and set up a photo station so attendees can get an updated professional headshot picture

» Digital Ad Sponsor

Create a large ad that will be visible on our LED signs in the conference area. This sign will be visible to all attendees

» Coat Check Sponsor

Includes Exclusive branding at the coat check room along with branded coat check tickets



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BRONZE SPONSOR

\$8,500

\$5,000

\$5.195

- Select One of the following options:
 - SWAG: Branded Pens, Notepad, or Similar item
 - Sponsorship of the Top 10 Nuclear Security & Deterrence Monitor stories of 2024: This printed content will be available to all attendees and will have your ad showcased in a high impact position
 - O Literature Chair Drop: Exchange Monitor will deliver your content to all conference attendees
- Turnkey Exhibit
- (2) complimentary registrations (\$4,920 value)
- · Additional registrations at a set rate of \$2,091 per pass (15% discount off regular rate)
- Bronze Sponsor branding on the conference website, printed program guide, mobile app, and on-site LED signage
- One half-page ad in the program guide
- Check out our Sponsor Add-Ons for additional opportunities to increase your brand (see page 13 for options)
- Attendee list with contact details provided two weeks before the conference

SUPPORTING SPONSOR

- (1) complimentary registration
- · Additional registrations at a set rate of \$2,091 per pass (15% discount off regular rate)
- Sponsor branding on the conference website, printed program guide, mobile app, and on-site LED signage
- One half-page ad in the program guide
- Attendee list with contact details provided two weeks before the conference

TURNKEY EXHIBIT

- · Custom branded counter with LED lights (power included)
- (1) complimentary registration
- 15% discount on additional passes
- Black diamond stools
- Wastebasket
- Exhibitor branding on the conference website, mobile app, and on-site LED signage



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SPONSORSHIP ADD-ONS

EMAIL BLAST Send a targeted message to all conference attendees (you design the file and we	\$2,500 e deploy it).
SPONSORSHIP OF THE TOP 10 NUCLEAR SECURITY & DETERRENCE MONITOR STORIES O This will be available to all attendees. (4 options available).	F 2024 \$2,500
SPONSORSHIP OF THE WEAPONS COMPLEX MORNING BRIEFING E-LETTER Timing aligned with the conference.	\$2,750
SPONSORSHIP OF THE NUCLEAR SECURITY & DETERRENCE E-LETTER Timing aligned with the conference.	\$750 PER ISSUE
LITERATURE CHAIR DROP Bring or ship copies of your literature piece to the conference and the Exchange Monitor team will provide a copy of all attendees.	\$2,500
HOTEL ROOM DROP Go beyond traditional marketing by distributing your company materials or a giveaway directly to attendee hotel rooms to create a valuable connection.	\$4,500

AD IN THE PROGRAM GUIDE

Full page or half page ad in NDS 2025 program guide.

\$1,750 FULL PAGE / \$1,150 HALF PAGE

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SPONSOR/EXHIBITOR CONT

1. Contact Information (will receive all correspondence about the show)

SPONSOR/EXHIBITOR CONTACT:	Name		
David Brumbach			
Account Executive			
Access Intelligence (AI) 9211 Corporate Blvd., 4th Floor			
Rockville, MD 20850	City	State/Province	Zip/Postal Code
Phone: 717-497-1625	Country		
Email: dbrumbach@accessintel.com	Phone	Ext	Fax
	Email	Website	

2. Sponsorship/Exhibitor Level

Grand Sponsor	\$
Pre-Conference Workshop Sponsor	\$
Platinum Sponsor	\$
	\$
□ Silver Sponsor	\$
Bronze Sponsor	\$
□ Supporting Sponsor	\$
Turnkey Exhibit	\$
Custom:	\$

3. Payment Terms

In consideration of company's participation as a sponsor, the participating sponsor shall pay to Access Intelligence, LLC the total sponsorship fee due with the contract. All fees are deemed fully earned by Access Intelligence, LLC and non-refundable when due unless Access Intelligence, LLC denies this application, in which case fees already paid will be refunded.

4. Sponsor/Exhibitor Signature

Sponsor expressly represents and warrants to Access Intelligence, LLC that it has the authority to enter into this Agreement and that the person signing this Agreement is authorized by the company to execute this Agreement and bind the company to the terms set forth herein and on the reverse side of this Agreement.

Sponsor has executed this Agreement as of:

Data	
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Sponsor Company: _

Print Name: Signature:

5. Payment Information

Total Due \$		
Check Enclosed (Make che	. ,	5
Amount submitted in U.S. Do	Mars \$	
Please Invoice		
Payment by Credit Card:		
□ Visa □ MasterCard	□ American Express	∐ Discover
Card Number		
Expiration Date	C\	VV #
Signature		
Print Name on Card		

6. Acceptance

FOR Access Intelligence, LLC USE ONLY:	
Accepted By:	
Date:	Booth #:
Cost: \$	
Product Supplied By:	
······································	

Access Intelligence, LLC reserves the right to accept or reject this Agreement in its discretion If this Agreement is accepted, Access Intelligence, LLC will invoice the exhibitor for fees due hereunder. The sending of such invoice will constitute evidence of acceptance, so that this will become a contract binding both exhibitor and Access Intelligence, LLC.

Visit www.accessintel.com/termsandconditions; to review Nuclear Deterrence Summit's print and digital general terms and conditions.



ACCESS INTELLIGENCE, LLC SPONSORSHIP TERMS AND CONDITIONS

1. Cancellation by Sponsor:

(a) After acceptance by Access Intelligence, LLC, Sponsor may cancel or reduce the scope of this Agreement only with the specific written consent of Access Intelligence, LLC. Any requests for cancellations or other modifications of this Agreement, including reductions in Sponsor's sponsorships, must be submitted to Access Intelligence, LLC in writing and will be granted or denied in the sole discretion of Access Intelligence, LLC.

(b) If Access Intelligence, LLC accepts any cancellation or modification of this Agreement, the Sponsor shall be subject to the following cancellation fees, which shall be deemed to be liquidated damages and not a penalty:

 \cdot 50% of the specified fee if the cancellation notice is received and accepted by Access Intelligence, LLC six-month's prior to the event start date as noted on the contract.

 \cdot 100% of the specified fee if the cancellation notice is received and accepted by Access Intelligence, LLC on or after six months prior to event start date as noted on the contract.

• For modifications that constitute less than a complete cancellation, the amount of liquidated damages will be determined by Access Intelligence, LLC, based on a reasonable pro-ration of the foregoing.

(c) Subsequent replacement of the sponsorship cancelled by the Sponsor does not relieve Sponsor of the obligation to pay the cancellation fee.

(d) If the cancellation fee due to Access Intelligence, LLC exceeds the amount previously paid by the Sponsor for the sponsorship, the Sponsor must pay the balance to Access Intelligence, LLC within 30 days of Access Intelligence, LLC's acceptance of the written cancellation/modification request. If the cancellation fee due to Access Intelligence, LLC is less than the amount previously paid by the Sponsor, Access Intelligence, LLC will refund the excess to the Sponsor 30 days following the event.

2. Approvals and Delivery:

All materials and primary contact names that are supplied by the Sponsor are subject to approval by Access Intelligence, LLC. To provide for such approval, all such materials must be submitted by the Sponsor to Access Intelligence, LLC no less than 45 days prior to the first day of the event.

If Sponsor is supplying logos and other materials for Access Intelligence, LLC's production, such goods must be received by Access Intelligence, LLC or it's designated contractor at the predetermined and agreed date, which is to be no less than 30 days prior to the first day of the event programs. Delays caused by the failure of the Sponsor to provide required materials may cause the omission of the logos or the materials specified in the appropriate sponsorship.

If Sponsor is supplying the finished product, such goods must be received by Access Intelligence, LLC or its specified contractor no less than 14 days prior to the first day of the event's programs.

3. Indemnity:

Sponsor agrees to indemnify, defend and save harmless Access Intelligence, LLC, and its officers, employees and agents, from and against any and all liability for the content of Sponsor's advertisements and/or sponsorships purchased hereunder (including text, illustrations, representations, sketches, maps trademarks, labels or other copyrighted mater) and for the unauthorized use of any trademarks or copyrighted materials or any person's name or photograph arising from the reproduction and display of the advertisements purchased hereunder.

4. Rules and Regulations:

Sponsor agrees to abide by all rules and regulations governing the event, which are promulgated by Access Intelligence, LLC and its management. If Sponsor fails to comply with such rules, or with the terms of this Contract, Access Intelligence, LLC may, in its discretion, deny Sponsor the right to proceed with its sponsorship and require Sponsor to forfeit all fess theretofore paid under this Agreement.

5. Samples:

Sponsor agrees to hold Access Intelligence, LLC harmless should the final product differ from the sample shown and Sponsor will not be entitled to any financial or other compensation.

6. Conflicting Meeting and Social Events:

In the interest of the entire event, Sponsor agrees not to extend invitations, call meetings, or otherwise encourage absence of Show attendees, exhibitors, or invited guests from the educational sessions or Exhibit Hall during the official hours of the sessions or the event.

7. Cancellation Or Postponement Of Show:

In the event that any unforeseen occurrence shall force the movement of dates, location (in person or online) or render the fulfillment of this Agreement impossible or inadvisable by Access Intelligence, LLC, this Agreement shall be transferred to new date or location, amended or terminated as determined by Access Intelligence, LLC to be appropriate. Sponsor hereby waives any claim against Access Intelligence, LLC for damages or compensation in the event of such amendment or termination. If the event is moved exclusively online, Sponsor has the option to apply value of Agreement to a future year live event or other digital engagement opportunity offered by Access Intelligence, LLC commensurate with the same sponsorship level. In the occurrence of a full cancellation, as it determines to be appropriate. Access Intelligence, LLC may return a portion of the amount paid for sponsorship after deduction of any amounts necessary to cover expenses incurred in connection with the event programs. Such expenses shall include, but not be limited to, all expenses incurred by Access Intelligence, LLC as a result of contracts with third parties for services or products incidental to the event programs, including out of pocket expenses incidental to the event programs, and all overhead expenses attributable to the production of the event programs. Access Intelligence, LLC. shall not be financially liable in the event the event programs are interrupted, canceled, moved, dates changed or executed in a virtual environment online.

8. Sponsor Default:

If Sponsor is in default of any obligation to Access Intelligence, LLC (including specifically failure to pay Access Intelligence, LLC per payment terms outlined in Section 1), Access Intelligence, LLC is not obligated to fulfill terms of Sponsor-ship and may terminate Sponsor's right under this contract to participate in the event programs. If Access Intelligence, LLC elects to exercise such right of termination, it shall first give Sponsor written notice stating its intent to terminate and the action that Sponsor must take to avoid termination. If Sponsor fails to cure the default within 10 days of the date of notice from Access Intelligence, LLC, Sponsor shall have no further right to participate in the event programs. Access Intelligence, LLC's liability to return any amounts paid by Exhibitor under this contract will be limited as set forth in paragraph 6 above. Furthermore, Access Intelligence, LLC may retain any amount that would otherwise be returned to Exhibitor and apply such retained amount to satisfy the liability to Access Intelligence, LLC for which Exhibitor is in default.

9. MISCELLANEOUS:

(a) Waiver by either party of any term or condition or breach shall not constitute a waiver of any other term or condition or breach of this Agreement. The rights of any party shall not be deemed waived except as specifically stated in writing and signed by an authorized representative of such party. (b) If any provision of this Agreement is held invalid or unenforceable, neither the remaining provisions of this Agreement nor other applications of the provisions involved shall be affected thereby. (c) This Agreement shall be interpreted under the laws of the State of Delaware. The parties agree that any dispute arising under this Agreement will be submitted to the federal or state courts of the State of Delaware. (d) This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof and specifically supersedes all prior agreements or commitments, whether in writing or oral. No amendment or modification to this Agreement shall be valid and binding on the parties unless set forth in writing and signed by both parties.