



Terms and Conditions for IICLE Sponsorships

Acceptance. All advertising content, including artwork, text, and images, is subject to the acceptance and approval of IICLE, at its sole discretion. IICLE reserves the right to reject any sponsorship or any advertisement at any time and for any reason whatsoever. In general, advertising that infringes upon or appears to infringe upon the copyrights of others, that conveys editorial opinions of the Sponsor, and/or that contains libelous or obscene material will not be accepted. These Terms and Conditions, along with the corresponding Sponsorship Order, incorporated herein by reference, constitute the entire arrangement whereby IICLE will publish Sponsor's message(s) or otherwise execute the Sponsorship. In the event a Sponsor or an advertisement is rejected by IICLE, all monies paid by Sponsor to IICLE pursuant to the Sponsorship Order shall be refunded to Sponsor.

Deadlines, Changes, and Cancellations. Sponsor is responsible for submitting advertising copy and related artwork by the deadlines specified in the Sponsorship Orders. Cancellations of and/or changes to the Sponsorship Order are accepted in writing only, and are subject to IICLE's approval. Cancellations and/or changes must be received at least twenty-four (24) hours before the deadline noted on the Sponsorship Order. For recurring advertising arrangements, if new materials are not submitted before the deadlines set forth in the Sponsorship Order, IICLE reserves the right to run the most recent insertion on file and bill Sponsor for that advertisement accordingly.

Payment. Upon execution of the Sponsorship Order, IICLE will schedule, invoice, and publish or otherwise execute the contracted-for sponsorship opportunities in accordance with the dates listed in the Sponsorship Order. Unless otherwise provided in the Sponsorship Order, payment is due in full within 30 days after the date of the invoice. A fee of not more than 1.5% per number of months past due will be added to accounts that become delinquent, beginning with thirty (30) days' delinquency and charged monthly thereafter until the invoice has been paid in full. In the event payment is not made in accordance with this Agreement, Sponsor (and its contracted Agent, if applicable) shall be responsible for any and all attorneys' and/or collection agency fees incurred in the collection of the debt. Payment for any and all design, development, and/or production costs shall be the sole responsibility of Sponsor (and its contracted Agent, if applicable). Payment for sponsorship shall be made in accordance with the current pricing schedule as noted on the Sponsorship Order.

Refunds and Exclusivity. No portion of fees or in-kind services paid by Sponsor is subject to being refunded for any reason, except as otherwise provided in these Terms and Conditions or in the Sponsorship Order. The Sponsorship is not exclusive unless explicitly the Sponsorship Order expressly states otherwise.

Non-endorsement. Sponsorship does not constitute an endorsement by IICLE of Sponsor or of its products or services and Sponsor may not represent in any manner that its goods or services have been endorsed by IICLE.

Exchange of Information. For the sole purpose of determining performance of the Sponsorship, Sponsor and IICLE agree, where applicable, to mutually share information regarding business activity attributable to the Sponsorship, including, but not limited to: website "traffic" data (site visits, site searches, "pageviews," and/or "click-through rates"), and sales. Each party shall furnish the information in writing within five (5) business days of the other's written request. The parties agree to keep confidential and not disclose any information produced under the terms of the Sponsorship Order to any third party without the written consent of the party supplying the information.

Additional Terms and Conditions for IICLE Exhibitor or Event Sponsorship

Sponsor Expenses. Sponsor is responsible for any incidental charges that may accrue in relation to any Exhibitor or Event Sponsorship, including, but not limited to, printing and shipping expenses, signage, phone line or internet connections, and audio visual equipment. Sponsor will make all such arrangements directly with the appropriate vendor or facility at Sponsor's expense.

Exhibitor Booth Policies. Booth placement at IICLE events is made at the discretion of IICLE and is subject to the following terms:

- Exhibit booths may be staffed by a maximum of two representatives.
- Sponsor agrees to keep its display within the booth space provided.
- IICLE is not responsible for any theft, damage, or loss of exhibitor property.

Termination. IICLE may terminate this Sponsorship at any time. In the event of termination for any reason other than failure to provide contracted fees or services, IICLE may (1) substitute an equivalent sponsorship with the approval of Sponsor or (2) refund fees received from Sponsor by IICLE. Sponsor shall not terminate this agreement without the approval of IICLE.

Amendments. This Agreement may be amended only by a written instrument executed by both parties.

Indemnification. Sponsor shall indemnify and hold harmless IICLE, its agents and its employees, from any claims, losses, or damages to any person or entity arising or alleged to have arisen out of any acts of Sponsor or its agents in the performance (or breach) of this Sponsorship.

Choice of Law. This Sponsorship is governed by Illinois law, subject to the jurisdiction of Sangamon County, Illinois, and is binding upon all of the parties' successors and assigns