



SPONSOR APPLICATION AND CONTRACT TERMS AND CONDITIONS

This Sponsor Application and Contract is entered into by the American Society of Transplant Surgeons (ASTS) and the American Society of Transplantation (AST), doing business as the American Transplant Congress (ATC), and the Sponsoring company identified in this Sponsor Application and Contract, regarding ATC's Joint American Transplant event to be held June 5–9, 2027, including all applicable move-in and move-out dates, at the Seattle Convention Center in Seattle, Washington (the “Event”).

This Sponsor Application and Contract becomes effective when submitted by the sponsoring company and accepted by ATC. The individual signing on behalf of the Sponsoring company represents and warrants that they are duly authorized to bind the Sponsoring company to this Sponsor Application and Contract. By signing, the sponsoring company agrees to the terms and conditions set forth below. Upon ATC's acceptance, this Sponsor Application and Contract, together with those terms and conditions, will constitute a legally binding agreement between ATC and the Sponsoring company, as Sponsor (“Sponsor”), whether or not the Sponsorship fee has been paid at the time of acceptance.

Event Management

Smithbucklin Corporation d/b/a 360 Live Media will manage the Event on behalf of ATC (“ATC Event Management”). ATC Event Management is responsible for assignment of Sponsor logistics and collection of fees in connection with the Event. ATC Event Management acts as a liaison between Sponsors and all official contractors. Should Sponsor have any questions about the Event, please contact ATC Event Management at the contact information shown below:

American Transplant Congress (ATC)
C/O Smithbucklin
330 N. Wabash Ave.
Ste. 2000
Chicago, IL 60611 USA
Phone: +1 312-673-4883
E-mail: exhibits@atcmeeting.org

Sponsor Fee, Payments, Cancellations, and Refunds

For purposes of this Application and Contract, “Sponsor Fee ” means the total of the sponsorship item(s) selected by the Sponsor and submitted to ATC Event Management. ATC Event Management shall issue an invoice after accepting the Sponsor's Application and Contact for the total Sponsor Fee. Sponsor shall make full payment of the Sponsor Fee within 30 days of receipt of its invoice from ATC Event Management or on or before April 30, 2027, whichever is earlier, regardless of the Sponsor Application and Contract submission date. ATC reserves the right to reassign or cancel any Sponsor benefits if Sponsor fails to remit full payment by the deadline date.

Credit card payments may be made online using American Express, MasterCard, or Visa. Make all checks payable to Joint American Transplant Meeting and remit payment via the U.S. Postal Service or overnight courier, including DHL, FedEx, or UPS, to the following address:

American Transplant Congress (ATC)
Attn: Diane Case
8401 Greensboro Drive #500
McLean, VA 22102

Sponsors who choose to pay by ACH or wire must email exhibits@atcmeeting.org for remittance instructions.

ATC reserves the right to hold or revoke Sponsor badges for any Sponsor with an unpaid balance and to instruct all official contractors to deny goods and services.

Cancellation by Sponsor

Full payment is required, and no refunds whatsoever will be made on cancellations of Sponsorship. The sponsor may request changes or substitutions as an alternative resolution to outright sponsorship cancellation, subject to availability and approval by ATC Event Management. ATC does not guarantee acceptance of any proposed alternative resolution.

Cancellation by any Sponsor must be directed via email to exhibits@atcmeeting.org. Cancellation shall not be deemed received unless acknowledged by ATC via email. It is the Sponsor's responsibility to confirm receipt of its cancellation request and obtain ATC's email acknowledgment and approval of any proposed alternative resolution.

Notwithstanding the foregoing, Sponsor will have no right to cancel all or any portion of their Sponsorship, or this Sponsor Application and Contract subsequent to ATC's cancellation of the Event pursuant to the Cancellation or Changes to Event by ATC section.

Cancellation or Changes to Event by ATC

If for any reason ATC determines that the Event must be cancelled, shortened, delayed, have its dates changed, or otherwise be altered or changed, Sponsor understands and agrees that ATC shall not refund the fees paid to it by Sponsor and that all losses and damages that Sponsor may suffer as a consequence thereof are Sponsor's responsibility and not that of ATC or its directors, officers, employees, agents, or subcontractors. Sponsor understands that it may lose all monies it has paid to ATC for space in the Event, as well as other costs and expenses it has incurred, including travel to the Event, setup, lodging, decorator freight, employee wages, and similar costs.

Sponsor, as a condition of being permitted by ATC to be an Sponsor in the Event, agrees to indemnify, defend, and hold harmless ASTS, AST, ATC, ATC Event Management, and their respective directors, officers, employees, agents, and subcontractors from and against any and all loss that Sponsor may suffer as a result of Event cancellation, duration, delay, or other alterations or changes for any reason. The terms of this provision shall survive the termination or expiration of this Contract.

Eligibility to Sponsor

ATC Event Management reserves the right to determine the eligibility of any Sponsor for inclusion in the Event and to prohibit a Sponsor from conducting and maintaining their sponsorship if, in the sole judgment of ATC Event Management, the Sponsor or proposed Sponsor shall in any respect be deemed unsuitable. Sponsor's eligibility to Sponsor in the Event must remain in effect from the time of submission of the Contract to the time of the Event and should ATC Event Management determine that Sponsors no longer eligible to Sponsor at the Event (though previously deemed eligible), ATC Event Management may notify the Sponsor and may terminate this Application and Contract without liability upon written notice to Sponsor. ATC Event Management requires that any Sponsor also submit an Exhibit Application and Contract.

Eligibility to Sponsor and Food and Drug Administration Market Clearance

All products Sponsored must have fulfilled all applicable FDA regulations. Products that are not FDA approved for a particular use in humans or are not commercially available in the United States will be permitted to be displayed only when accompanied by appropriate signs that indicate FDA clearance status. The signs must be clearly and easily visible and placed near the product and on any graphics depicting the product.

Display of investigational products is to remain within the expectations and limitations of the Food and Drug Administration's Guidelines on Notices of Availability. Any investigational product graphically depicted on a commercial Sponsor should:

- Contain only objective statements about the product;

- Contain no claims of safety, effectiveness, or reliability;
- Contain no comparative claims to other marketed products;
- Exist solely for the purpose of obtaining investigators;
- Be accompanied by directions for becoming an investigator and a list of investigator responsibilities; and
- Contain a statement on signage, “Caution: Investigational Product, Limited to Investigational Use,” or a similar statement, in prominent size and placement.

It is Sponsor’s responsibility to contact the FDA to ensure compliance with current FDA guidelines. Sponsor should contact the FDA Office of Compliance regarding its responsibilities under the Federal Food, Drug, and Cosmetic Act.

AMDECO, as the ACCME accredited provider for ATC, is subject to all rules and regulations, including adherence to FDA rules and regulations on displayed products and disclosure of current FDA status by appropriate labeling of all displayed products. ATC reserves the right to determine what is appropriate as it pertains to Sponsoring materials, attire, professionalism, and audio-equipment volume. Violation of any rules may lead to immediate shutdown of Sponsor’s Sponsor Space or barring from participation in future ATC meetings. Granting CME credit, in any category, from an Sponsor Booth or Sponsor Meeting Space is prohibited.

Promotional Activities

Sponsors shall not engage in any promotional activities that ATC determines to be outside the purpose and/or character of the Event, as determined by ATC in its sole discretion.

Retail Sales

No retail sales are permitted in the exhibit hall of the Event (the “Exhibit Hall”) at any time or in any meeting rooms or space assigned to Sponsor. Retail sales include, but are not limited to, cash-and-carry transactions, onsite fulfillment, direct-to-consumer sales, and collection of payment from attendees. Payment and/or orders may be taken for future delivery.

Intellectual Property Matters

Sponsor represents and warrants to ATC that no materials used in or in connection with Sponsor’s Sponsor infringe the trademarks, copyrights, including, without limitation, copyrights in music and other materials used or broadcast by Sponsor, or other intellectual property rights of any third party.

Sponsor agrees to immediately notify ATC of any information of which Sponsor becomes aware regarding actual or alleged infringement of any third party’s trademarks, copyrights, or other intellectual property rights. Sponsor agrees to indemnify, defend, and hold ATC and its officers, directors, employees, agents, successors, and assigns harmless from and against all losses, damages, and costs, including attorneys’ fees, arising out of or related to claims of infringement by Sponsor or its employees, agents, or contractors of the trademarks, copyrights, or other intellectual property rights of any third party.

Notwithstanding the foregoing, ATC and its officers, directors, employees, and agents shall not be liable for, and expressly disclaim all liability for, infringement or alleged infringement of the trademarks, copyrights, or other intellectual property of any third party arising out of the actions of any Sponsor. The terms of this provision shall survive the termination or expiration of this Contract.

No Sponsor shall serve or attempt to serve any legal process, including subpoenas, summonses, complaints, or any other legal documents, on another Sponsor within any areas of the Event, including Sponsorion halls, conference rooms, and common areas.

Use of ATC Name and ATC Scientific Program Content

American Transplant Congress, ATC, the Event logo, and the names, logos, and acronyms of the American Society of Transplant Surgeons (ASTS) and American Society of Transplantation (AST) (collectively, “ATC Intellectual Property”) are the exclusive property of each society. Participation by Sponsor in the Event does not entitle

Sponsor to use the ATC Intellectual Property, except that Sponsor may reference the Event and use the Event logo with reference to Sponsor’s participation as an Sponsor at the Event.

Participation in the Event does not imply endorsement or approval by ATC of any product, service, or participant, and none shall be claimed by any participant. Sponsor hereby grants to ATC Event Management a limited, non-exclusive, non-transferable, revocable license to use the name and logo of Sponsor and any logos and/or artwork provided by Sponsor in connection with the Event.

Information presented during ATC is the property of ASTS, AST, and the presenter. Information may not be recorded, photographed, copied, photocopied, transferred to electronic format, reproduced, or distributed without the written permission of ATC and the presenter. Any use of program content, including oral presentations, audiovisual materials used by speakers, and program handouts, without the written consent of ATC is prohibited.

Housing

onPeak is the only official housing vendor for the Event. Any company other than onPeak that contacts Sponsor regarding hotel reservations for the Event is not authorized by ATC and may not offer the same rates, service, reliability, or booking support available through onPeak.

Sponsor should make all hotel reservations for the Event through the official ATC housing process, either by using the secure housing link provided after Sponsor completes badge registration or by visiting <https://www.atcmeeting.org/Attend/Hotels-Travel>. If Sponsor is contacted by any company other than onPeak regarding hotel reservations for the Event, Sponsor should promptly notify ATC Event Management at exhibits@atcmeeting.org.

Sponsor may contact onPeak directly by calling +1 800-438-4326 toll-free within the United States, +1 312-527-7300 internationally, or by emailing atc@onpeaksupport.com.

ATC is not responsible for, and disclaims any liability for, any damages, losses, costs, fees, booking issues, or other consequences arising from or relating to Sponsor’s use of, response to, or reliance on any unauthorized hotel-reservation solicitation or any hotel reservation made outside the official onPeak housing process.

Badges

Sponsors may receive complimentary badges as a benefit of their Sponsorship in addition to the two complimentary Exhibitor badge registrations for each 100 square feet of exhibit space contracted under the Sponsor’s separate Exhibit Application and Contract. Additional Sponsor badges are \$799 each.

All badges are for Sponsor’s full-time and part-time employees or contractors. Sponsor badges allow access to the Exhibit Hall during the following move-in, Sponsor hours, early access, and move-out hours:

Date	Access Hours
Thursday, June 3, 2027	1:00 PM – 4:30 PM
Friday, June 4, 2027	8:00 AM – 4:30 PM
Saturday, June 5, 2027	8:00 AM – 7:15 PM
Sunday, June 6, 2027	8:00 AM – 4:00 PM
Monday, June 7, 2027	8:00 AM – 4:00 PM
Tuesday, June 8, 2027	9:45 AM – 7:30 PM
Wednesday, June 9, 2027	8:00 AM – 12:00 PM

Event attendees do not have access to the Exhibit Hall until Saturday, June 5, 2027 at 5:45 PM. Sponsors who give their badges to an Event attendee in order for the attendee to gain access to the Exhibit Hall prior to this time may, at the sole discretion of ATC, lose part or all of their company’s priority points and may lose the privilege of participating in future ATC events.

ATC reserves the right to give an Exhibit Hall pass to any Sponsor or Event attendee in order to grant access to the Exhibit Hall at any time.

Minimum Age for Admission

Children under the age of 16 are not permitted in the Exhibit Hall at any time. Any attendees arriving with children under the age of 16 will be denied access to the Exhibit Hall with such children, without exceptions or refunds.

Event Code Of Conduct

All Event participants including but not limited to Sponsors and their Sponsor Space personnel shall abide by the [Event Code of Conduct](#). All Sponsor personnel must be properly and modestly clothed.

Sponsor Liability

Sponsor remains solely responsible for the safety of its property at all times during transit to and from the Facility and in the Sponsor Hall. Neither ASTS, AST, ATC, ATC Event Management, nor any of their respective directors, officers, employees, agents, or subcontractors is responsible for Sponsor's property or any loss thereto from any cause.

Sponsor hereby waives and releases any claim or demand it may have against ASTS, AST, ATC, ATC Event Management, and their respective directors, officers, employees, agents, and subcontractors by reason of any damage to or loss of any of Sponsor's property.

Indemnification

Sponsor Indemnity

Sponsor shall indemnify, defend, and hold harmless ATC, ASTS, AST, ATC Event Management, the Facility, and each of their respective officers, directors, employees, agents, representatives, contractors, successors, and assigns from and against all claims, losses, damages, liabilities, costs, and expenses, including reasonable attorneys' fees, arising out of or relating to: (a) Sponsor's breach of this Contract; (b) Sponsor's Sponsor, booth, products, services, materials, demonstrations, or Event activities; (c) any act, omission, negligence, gross negligence, or willful misconduct of Sponsor or its employees, agents, contractors, guests, or invitees; or (d) Sponsor's failure to comply with applicable laws, Facility requirements, or Event rules.

ATC Indemnity

ATC shall indemnify, defend, and hold harmless Sponsor and its officers, directors, and employees from third-party claims, losses, damages, liabilities, costs, and expenses, including reasonable attorneys' fees, only to the extent directly caused by ATC's gross negligence or willful misconduct in connection with the Event.

Limitations

Neither party is required to indemnify the other to the extent a claim is caused by the indemnified party's gross negligence or willful misconduct. ATC may participate in the defense of any claim affecting ATC, ASTS, AST, ATC Event Management, the Facility, or the Event with counsel of its choosing.

Survival

The terms of this Indemnification provision shall survive the termination or expiration of this Contract.

Insurance

Sponsors are required to maintain and provide a certificate of insurance to ATC Event Management on or before April 30, 2027, evidencing the following minimum coverage:

- Commercial general liability with limits not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate;
- Owned, if applicable, hired, and non-owned auto liability with limits not less than \$1,000,000 per occurrence;
- Workers' compensation with state statutory limits;
- Employer's liability with limits not less than \$500,000;
- Commercial umbrella liability with limits not less than \$1,000,000; and

- Personal property and equipment coverage on a special form replacement-cost basis.

ATC, American Society of Transplant Surgeons (ASTS), American Society of Transplantation (AST), Smithbucklin, and the Seattle Convention Center must be listed as additional insureds on a primary and non-contributory basis with respect to general, auto, and umbrella liability. A waiver of subrogation must apply to all policies. All carriers must maintain an A.M. Best rating of not less than A- VII.

Sponsors will not be permitted to set up their booth without submitting the proper certificates. Certificates should be sent to:

ATC Event Management
C/O Smithbucklin
330 N. Wabash Ave.
Ste. 2000
Chicago, IL 60611 USA

Food and Beverage

Aramark is the official in-house caterer and exclusive provider of food and beverage items at the Facility. All food and beverages must be purchased from and served through Aramark, and Sponsor may not bring outside food or beverages into the Facility during the Event. Sponsors are permitted to serve food and non-alcoholic beverages in their booth during Sponsor Hours. Non-alcoholic beverages do not need to be served by a bartender.

Sponsors are permitted to provide alcoholic beverages in their booth only by contracting a Bar or Specialty Cocktail Sponsorship. Sponsor must contact ATC Event Management at exhibits@atcmeeting.org at least 30 business days prior to the start of the Event for review and approval. Alcoholic beverages served in booths may only be purchased and served by licensed bartenders from the Facility's Food and Beverage Department and must be ordered through the Facility's caterer, Aramark.

Photography, Video, and Music

Sponsors, at ATC's sole discretion, are prohibited from taking videos and photographs of any booths in the Exhibit Hall other than their own booth. Aerial photography, videography, or stunts of any kind by a Sponsor, including drones, are strictly prohibited.

Sponsor acknowledges and agrees that ATC, its employees, and its contractors may take photographs or videos that could include images of Sponsor, its name and logo, its representatives, and its Sponsors while attending the Event. Sponsor consents to and grants to ATC and its affiliates the unrestricted, perpetual, worldwide, royalty-free, and transferable right and license to use, and grant others the right to use, the images worldwide without any compensation. Sponsor acknowledges that ATC is the sole and exclusive owner of all rights in the images and, on behalf of itself and its employees, agents, contractors, and booth personnel, waives: (a) any and all rights in and to such images; and (b) any and all claims Sponsor and its representatives may have relating to or arising from the images or their use.

Music in the booth or at any Sponsor function held in conjunction with the Event is subject to applicable copyright and licensing fees. Sponsor is solely responsible for paying applicable fees.

Activities Outside Sponsor Area

Absolutely no Sponsors are permitted outside the Facility. Displays are prohibited in hotel rooms, hotel public areas, and other facilities or areas contracted or used by ATC. Demonstrations, industry focus groups, and other Sponsor-sponsored activities are prohibited in the Facility, hotel rooms, hotel public areas, or other facilities or areas contracted or used by ATC unless approved in advance by ATC Event Management.

Ancillary Events

ATC reserves the right to control all suites and meeting rooms in the Facility and in those hotels participating in the ATC housing block. These controls have already been set up with each facility. All independent industry-

sponsored events, including symposia, private functions, focus groups, social events, entertainment, or other events affiliated with the Event (each, an “Ancillary Event”), must be approved by ATC Event Management.

No Ancillary Events may be scheduled during the hours listed below except for Focus Groups and Satellite Symposia approved by ATC Event Management, for which a separate application is required:

Date	Restricted Hours
Saturday, June 5, 2027	4:15 PM – 7:00 PM
Sunday, June 6, 2027	7:00 AM – 5:30 PM
Monday, June 7, 2027	7:00 AM – 5:30 PM
Tuesday, June 8, 2027	7:00 AM – 6:30 PM
Wednesday, June 9, 2027	7:00 AM – 1:30 PM

The dates and hours above are subject to change. No request for an Ancillary Event should be considered approved until confirmed by ATC Event Management in writing. Sponsors who hold an Ancillary Event during the hours listed above may lose ATC priority points, incur additional fees, and/or lose the right to Sponsor at future American Transplant Congresses and any other American Society of Transplant Surgeons (ASTS) or American Society of Transplantation (AST) program or event.

Approved off-premises Ancillary Events are subject to the applicable administrative access fee and may only be held during the designated hours in the original request. Requests to extend timeslots must be submitted to ATC Event Management at least one week before the Ancillary Event and are subject to approval. All companies holding an Ancillary Event must contact exhibits@atcmeeting.org for approval, even if meeting space is not requested and an unofficial facility is being used.

In-person Ancillary Events that include the operation of musical instruments, radios, sound-projection equipment, or any noisemaking machines must be conducted or arranged so that the resulting noise will not annoy or disturb adjacent events or cause aisles to be blocked. Operators of noisemaking Ancillary Events must secure approval of operating methods before the Ancillary Event opens. ATC Event Management shall be the sole judge of what constitutes appropriate sound levels.

In-person registration areas may be located directly outside of each sponsor’s room and shall not interfere with neighboring events. Registration lines must be structured in an orderly fashion to include stanchions and must stay located on the same side of the wall as the Ancillary Event. ATC Event Management shall be the sole judge of what constitutes an orderly registration line and reserves the right to relocate or restructure.

Meeting space requests for an Ancillary Event at the Facility or in hotels participating in the ATC housing block will be confirmed in writing by ATC Event Management to the individual who made the request. ATC Event Management reserves the right to assign the next best substitute timeslot when the requested timeslot is not available. Once meeting space is assigned, Sponsor shall work directly with the assigned facility, in-house caterer, and audiovisual vendor on the Ancillary Event. ATC Event Management reserves the right to change meeting space, dates, and/or timeslot assignments to benefit the Event.

Sponsor is limited to one branded sign with maximum measurements of 4’ x 8’. Signage must remain directly outside Ancillary Events. Registration-line signage and human directionals are acceptable. ATC Event Management reserves the right to remove excess signage.

Attendee Lists and Lead-Retrieval Lists

Attendee lists and lead-retrieval lists from the Event, if distributed by ATC or ATC Event Management, are provided only to Sponsoring companies, official partners, and attendees at the discretion of ATC Event Management (collectively, “Event Lists”). Event Lists may be used only for communications and mailings of promotional material relating to Sponsor’s booth at the Event and may not be reproduced, transferred, sold, disclosed, or used for any other purpose.

Sponsor must comply with all applicable country, state, and local laws and regulations, including, as applicable, the European Union’s General Data Protection Regulation and the California Consumer Privacy Act, in connection

with its use of Event Lists. Sponsor shall indemnify, defend, and hold harmless ATC, ASTS, AST, ATC Event Management, and their respective officers, directors, employees, agents, and representatives from and against all claims, losses, damages, liabilities, costs, and expenses, including reasonable attorneys' fees, arising out of or relating to Sponsor's use, misuse, reproduction, transfer, disclosure, sale, or distribution of Event Lists or breach of this provision. The terms of this provision shall survive the termination or expiration of this Contract.

Neither Sponsor nor any other individual or organization is authorized to market or sell ATC attendee lists or lead-retrieval lists. If Sponsor is contacted by any person or entity regarding ATC attendee lists or lead-retrieval lists, Sponsor should promptly notify ATC Event Management at exhibits@atcmeeting.org.

Warranties

ATC makes no warranties, either express or implied, as to the availability or suitability of the contractors, services, and/or equipment of the Facility, ATC, or their respective employees, agents, or contractors.

Do No Harm

Sponsor agrees not to engage in any conduct or take any action that is illegal or intended to reflect negatively on or harm the reputation or business interests of ATC, ASTS, AST, or their members. Sponsor further agrees not to harm, disturb, disrupt, or otherwise interfere with ATC's operations, including the Event. Sponsor shall immediately notify ATC Event Management of any knowledge of or reasonable suspicion of violation of this provision by any Sponsor, attendee, or other entity.

Release

In consideration of the opportunity to participate in the Event, Sponsor, on behalf of itself and its employees, agents, contractors, and other booth personnel, forever releases, waives, and holds harmless ASTS, AST, ATC, ATC Event Management, and their respective members, officers, employees, and agents from any and all liability, injury, damage, loss, or expense that may arise, directly or indirectly, now or in the future, regardless of whether caused by fault on the part of any released party, in connection with Sponsor's and its employees', agents', contractors', and other booth personnel's attendance at an ATC-hosted in-person event.

Sponsor, on behalf of itself and its employees, agents, contractors, and other booth personnel, understands that this release and waiver is intended to be as broad and inclusive as permitted by law, and that if any portion of this release and waiver is held invalid, the remainder will continue in full legal force and effect. This release and waiver shall extend to and be binding upon Sponsor and its employees, agents, contractors, and other booth personnel and each of their respective estates, heirs, executors, administrators, and personal representatives.

Amendments; Interpretation

ATC reserves the right to amend and enforce this Contract. Written notice of any amendments shall be given to each affected Sponsor. Each Sponsor, for itself and its agents and employees, agrees to abide by this Contract and any subsequent amendments. ATC reserves the sole right to interpret this Contract. All interpretations are final and are not subject to review or appeal. Sponsors that, in the sole interpretation of ATC, violate this Contract shall be subject to disciplinary action up to and including ejection from the Event and refusal to participate in any future ATC events.

Enforcement; Miscellaneous

This Contract is governed by Virginia law, and Sponsor consents to the exclusive jurisdiction of the state and federal courts seated in Arlington County, Virginia, with respect to any action arising out of this Contract or ATC. The parties acknowledge and agree that the provisions of this Contract are reasonable and enforceable. However, the provisions of this Contract are severable and, as such, the invalidity of any one or more provisions shall not affect or limit the enforceability of the remaining provisions. Should any provision be held unenforceable for any reason, such provision shall be enforced to the maximum extent permitted by law.

This Contract will be binding on Sponsor's heirs, successors, and assigns. Sponsor may not assign any of its rights or obligations under this Contract without the prior written consent of ATC Event Management.

Limitation of Liability

For purposes of this section, “ATC Parties” means the Facility, American Transplant Congress, AST, ASTS, ATC Event Management, and each of their respective owners, managers, officers, directors, agents, employees, independent contractors, subsidiaries, and affiliates.

IN NO EVENT SHALL THE ATC PARTIES BE LIABLE TO SPONSOR OR ANY THIRD PARTY HIRED BY OR OTHERWISE ENGAGED BY SPONSOR FOR ANY LOST PROFITS OR ANY OTHER INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING ATTORNEYS’ FEES AND COSTS, ARISING OUT OF THIS APPLICATION AND CONTRACT OR CONNECTED IN ANY WAY WITH USE OF OR INABILITY TO USE THE SERVICES OUTLINED IN THIS APPLICATION AND CONTRACT OR FOR ANY CLAIM BY SPONSOR, EVEN IF ANY OF THE ATC PARTIES HAVE BEEN ADVISED, ARE ON NOTICE, AND/OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF SUCH DAMAGES.

Sponsor agrees that the ATC Parties’ sole and maximum aggregate liability to Sponsor, regardless of the circumstances, shall not exceed the amounts actually paid by Sponsor to ATC under this Contract for the specific Sponsor Space or Sponsor Meeting Room giving rise to the claim. Sponsor agrees to indemnify and defend the ATC Parties from any claims brought by a third party hired by, or engaged by, Sponsor for any amount beyond that liability cap. Sponsor further agrees to pay all attorneys’ fees and costs incurred by the ATC Parties arising out of, or in any way related to, this Contract. Sponsor shall be solely responsible for its own attorneys’ fees and costs.

Personal Information Consent

Sponsor acknowledges that personal information of its company contacts may be used by ATC and ATC Event Management to: (a) fulfill the purposes and obligations of this Contract; (b) communicate information about ATC and the Event; (c) engage in outreach to solicit corporate support of ATC in the future; (d) provide Sponsor contact information to meeting service providers for purposes related to Sponsor’s participation in the Event; and (e) for any other purpose described in [ATC’s Privacy Policy](#).