

TERMS AND CONDITIONS TO PTC'23 ADVERTISING AGREEMENT

In consideration for the Pacific Telecommunications Council ("PTC") accepting the participation of [INSERT COMPANY NAME] ("Advertiser" or "You" or "Your") at PTC'23 (the "Conference") and other good and valuable consideration, the receipt and sufficiency of which is hereby expressly acknowledged, Advertiser hereby acknowledges and agrees to all terms and conditions set forth herein (these "Terms and Conditions"). PTC and Advertiser may each be referred to herein as a "Party" and together as the "Parties".

1. **ADVERTISING AGREEMENT:** The benefits associated are specified in the Advertising Agreement (the "Advertising Agreement" together with the Terms and Conditions, the "Agreement") between Advertiser and PTC, which Advertiser hereby acknowledges receiving and which is incorporated by reference into these Terms and Conditions. Advertiser's participation in the Conference will be subject to the Advertising Agreement and these Terms and Conditions as of the date the Advertising Agreement is accepted by PTC ("Effective Date"). Notwithstanding anything to the contrary that may be set forth herein, if any term of the Advertising Agreement conflicts with these Terms and Conditions, the terms of the Advertising Agreement shall prevail.
2. **TERM:** The Term of the Agreement will commence on the Effective Date and end on completion of all obligations by the Parties, unless earlier terminated per the terms of the Agreement.
3. **PAYMENT TERMS:** Advertiser agrees to pay advertising fee in accordance with the terms and payment schedule set forth in the Advertising Agreement and any invoices provided by PTC in connection therewith (the "Advertising Fee"). [If Advertiser has not paid the Advertising Fee in full by the final due date set forth in the Advertising Agreement, Advertiser may not participate in the Conference.
4. **CANCELLATION BY ADVERTISER:** If Advertiser wishes to cancel all or part of the Agreement, Advertiser must send notice of cancellation in writing to PTC, Attention: PTC Marketing, 914 Coolidge Street, Honolulu, Hawaii 96826-3085 via certified mail, return receipt requested or by email to marketing@ptc.org, provided that no such cancellation shall relieve Advertiser from the obligation to pay any Advertising Fees or entitle Advertiser to receive any refund of Advertising Fees previously paid except to the extent expressly provided in the Advertising Agreement¹. In the event of cancellation by Advertiser, PTC reserves the right to use or resell Advertiser's cancelled Conference participation. PTC's re-allocation of Advertiser's Conference participation shall not entitle Advertiser to any refund or excuse Advertiser from its obligation to pay the Advertising Fees assessed under the Agreement. Advertiser's failure to occupy the Space at the commencement of the Conference will be deemed to constitute cancellation by Advertiser for purposes of the Agreement.
5. **CANCELLATION OR TERMINATION BY PTC:** PTC reserves the right to cancel the Conference, or any portion thereof, for any reason at any time upon written notice to Advertiser. PTC may immediately upon written notice to Advertiser terminate the Agreement, in whole or in part, with or without cause. Upon termination of the Agreement by PTC for cause, including, without limitation, Advertiser's breach of the Agreement (including but not limited to Advertiser's failure to pay the Advertising Fee in full), Advertiser will not be entitled to, and PTC will not pay Advertiser, any refund of any Advertising Fee. In the event the Conference is canceled by PTC or

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PTC terminates the Agreement without cause, PTC's sole liability to Advertiser, and Advertiser's exclusive remedy, will be a refund of the Advertising Fee pre-paid prior to notice of such termination. [Advertiser understands and agrees that, if during the Conference, Advertiser wishes to host an event, session, or any other activity, certain activities under the terms of the Agreement will result in immediate termination of Advertiser's participation in the Conference and the Agreement ("Prohibited Activities"). Such Prohibited Activities include ones (i) that conflict with the Conference's daily schedule and/or (ii) in which Advertiser charges Conference attendees to attend or participate. For clarification, Advertiser's use of any PTC Marks, Conference messaging, or otherwise, in connection with the Prohibited Activity, is a further material breach of the Agreement and may violate PTC's trademark and other intellectual property rights.

6. **GOVERNING LAW:** The Agreement shall be construed and enforced in accordance with the laws of the state of Hawaii applicable to contracts entered into and performed therein by residents thereof. Any action or proceeding relating to the Agreement brought by either Party against the other Party shall be brought in a state or federal court located in Honolulu, and the Parties hereby irrevocably submit and consent to the personal jurisdiction of, and to venue in, any such court for purposes of any such action or proceeding.
7. **CONFIDENTIALITY AND AUTHORIZATION:** The Agreement, its terms and the Conference are each confidential until publicly announced by PTC. You may not disclose the existence of the Agreement or the terms of the Agreement to any third party, including by issuing any announcement or press release regarding the Conference, or Your participation in the Conference, without the prior written consent of PTC. You hereby authorize PTC to provide Advertiser's contact information including address, phone number, fax number and the main point of contact for logistical issues related to the Conference to PTC employees and any PTC vendor contracted to conduct work for the Conference, as well as to the Location Owner and its employees, agents and contractors.
8. **FORCE MAJEURE:** PTC will not be liable for any delay or failure in its performance hereunder to the extent attributable to any acts of God, pandemics (including the COVID-19 pandemic), fires, floods, earthquakes, storms, strikes, riots, civil disorder, acts of war, accidents, equipment failure, failure of facilities or any other occurrences beyond its reasonable control. Notwithstanding any other terms or conditions of the Agreement, should PTC be reasonably unable to hold the Conference due to a force majeure event, PTC may retain such portion of the Advertising Fee as reasonably necessary to compensate PTC for Expenses. All pre-payments in excess of Expenses shall be refunded. If Expenses exceed the amount of any deposit or other pre-paid Advertising Fee, Advertiser shall pay the amount of such excess promptly upon receipt of PTC's invoice therefore.
9. **MISCELLANEOUS:** No waiver of any provision by either Party will constitute a waiver of any other provision nor will any waiver be effective unless it is in writing and signed by the Party to be charged therewith. It is the intent of the Parties that if a court finds any provision of the Agreement to be invalid or unenforceable, all other provisions will remain effective and enforceable.

By signing, Advertiser accepts these Terms and Conditions and represents and warrants to PTC that the information supplied herein is complete and correct and the person who signs below is authorized by Advertiser to execute these Terms and Conditions and bind Advertiser hereto. To be effective, a copy of these Terms and Conditions signed by Advertiser must be received by PTC.

Advertiser Name: _____

By: _____

Title: _____

Date: _____

Signature: _____

PACIFIC TELECOMMUNICATIONS COUNCIL

By: _____

Title: _____

Date: _____

Signature: _____