

Sponsor will participate in the NCR Innovation Conference 2019 Conference & Expo as a conference sponsor in accordance with the published list of benefits and Conference Regulations. NCR will agree to the promotion methods to recognize the Sponsor with all listed benefits associated with the selected conference sponsorship level.

All benefits: Payment is due in full prior to delivery or execution of any sponsorship benefits

1. Acceptance and Agreement.

This Agreement, when properly executed by Sponsor and accepted by Organizer, constitutes a valid and binding contract between the Organizer and Sponsor relating to Sponsor's use of exhibit space assigned by Organizer, and participation in the Event. The terms of the prospectus relating to this Event (the "Event Prospectus") are incorporated into this Agreement by reference. In the event of any conflict between these Terms and Conditions and any terms inserted by the Sponsor, these Terms and Conditions shall govern. Organizer reserves the right to accept or refuse, in its sole discretion, any Application for participation in the Event, including, but not limited to, if the Applicant's products or services is not likely to be, in the opinion of Organizer, compatible with the general character and objectives of Organizer. In the absence of Organizer acceptance, Organizer incurs no obligations hereunder. Sponsors who have not participated in a prior event held by Organizer like that of the Event may be required to submit a description of the nature of their business and the items intended to be exhibited.

- 1.1 If the Sponsor fails to abide by the terms and conditions in this Agreement, Sponsor forfeits the amount paid for exhibit space, and its right to use such space and participate in the Event.
- 1.2 Unless otherwise provided in this Agreement, the term of this Agreement begins on that date that it has been executed both parties and terminates two years after the last Event Date.

2. Assignment and Use of Space.

- 2.1 Upon acceptance, Organizer will attempt to assign Sponsor to the exhibit space and location it requests but cannot guarantee the requested placement can be accommodated. Sponsor reserves the right to make the final determination on all space assignments. Should circumstances make it necessary, Organizer may move an already allotted space from one place to another, reduce the size of the space, close or alter the location of any exits or entries, carry through any structural alterations or make any other changes it deems appropriate in its sole discretion. If the contracted space is reduced by such changes, Sponsor's fee will be adjusted proportionately.
- 2.2 Sponsor is not permitted to assign, sublet, or share the space allotted with another business or firm, unless Organizer provides prior written approval. Any purported assignment, sublease, or sublicense in violation of this Section shall be null and void. No assignment, sublease, or sublicense shall relieve Sponsor of any of its obligations under this Agreement.
- 2.3 No Sponsor will solicit or encourage event attendees to favor Sponsor's business or product line in the product areas in which both Sponsor and Organizer compete.
- 2.4 Sponsor will fully staff and operate the exhibits assigned to it during the scheduled hours of exhibition.
- 2.5 Sponsor will not attach anything to the walls, floors, ceilings, furniture or other properties of Venue Management. Any cost to repair any damages to properties belonging to Venue Management will be billed to the responsible Sponsor.

3. Sponsorship Badges.

- 3.1 Sponsorship badges are nontransferable and are to be used for Sponsor only.
- 3.2 If Sponsors require more than the allowed number of sponsorship badge registrations for Event, Sponsor understands and agrees to pay an additional fee of \$1,000 for each additional attendee.

4. Application for Space and Terms of Payment.

- 4.1 Application for exhibit space is made by returning this signed Agreement to Organizer, accompanied by the deposit specified in this Agreement. Applications will not be considered if not accompanied by the required deposit.
- 4.2 A deposit of 50% of the exhibit space fees must be made at the time of submission of your Application. The applicable exhibit space fees are based on the Sponsorship Level selected, as described in the Event Prospectus. The remainder of the balance is due by July 31, 2019. Payment must be made in one of the forms specified in the online registration website relating to this Event. If your Application is submitted after July 31, 2019, payment is due in full with your submission.
- 4.3 Any exhibit space that has not been paid in full by close of business on August 14, 2019 can be reassigned or canceled at the discretion of Organizer. Except as otherwise provided in this Agreement, no other refunds will be issued to Sponsor.
- 4.4 Organizer may deny Sponsor access to the Event and exhibit space if Sponsor fails to pay any fees when due under this Agreement. Sponsor may not withhold or reduce payment by virtue of any claims against Organizer in connection with this Agreement.

5. Sponsor Withdrawal or Late Registration.

- 5.1 Sponsor may choose to withdraw from its exhibit space by sending written notice of withdrawal to Organizer via email to ncr.globalevents@ncr.com before July 31, 2019. In this event, Organizer will retain the original exhibit space fee deposit of 50%, and refund any fees paid in excess of that deposit.
- 5.2 The Event Prospectus or related material may outline certain marketing deliverables to be provided by Organizer. If Sponsor does not provide the material necessary before the applicable submission deadlines stated therein, Organizer reserves the right to omit the deliverable as part of the sponsorship. If Organizer elects to allow deliverables in question, Sponsor is responsible for any late fees and/or rush charges.

6. Cancellation and Force Majeure.

If Organizer cancels the Event or is delayed or prevented from performing its obligations under this Agreement due to acts of God or government, civil commotion, military authority, war, riots, terrorism, strikes, fire, or other causes beyond its reasonable control, the performance of such obligation is excused, and Organizer is not liable for any expenditure, liability or loss incurred by Sponsor. Organizer will refund exhibit space fees paid to Organizer by Sponsor if Sponsor cancels the Event for any other reason.

7. Limitation of Liability.

NEITHER PARTY WILL BE LIABLE TO THE OTHER, WHETHER IN AN ACTION IN CONTRACT, TORT, PRODUCT LIABILITY, STRICT LIABILITY, STATUTE, LAW, EQUITY, OR OTHERWISE, ARISING UNDER OR RELATED TO THIS AGREEMENT, FOR: (A) INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES; (B) LOSS OF PROFITS OR REVENUE (OTHER THAN IN AN ACTION BY ORGANIZER TO RECOVER AMOUNTS OWED); OR (C) LOSS OF REPUTATION, GOODWILL, TIME, OPPORTUNITY, DATA, OR ACCESS TO DATA. As used in this Section, a "party" includes its Affiliates, employees, agents, contractors, and suppliers, and any persons or entities claiming by or through that party. ORGANIZER WILL NOT BE LIABLE TO SPONSOR FOR ANY AMOUNT GREATER THAN THE FEES PAID BY SPONSOR TO ORGANIZER UNDER THIS AGREEMENT. Organizer is not responsible for any injury, loss, damage, or claim, arising from or relating to this Agreement, the Event, or exhibit space, incurred by Sponsor or its officers, agents, and employees, from any cause whatsoever, including, but not limited to, acts or omissions of Venue Management and other Sponsors, and each of its officers, agents, and employees, unless and to the extent that such injury, loss, or damage is directly caused by the gross negligence or willful misconduct of Organizer. This Section does not limit a party's liability for bodily injury, including death, to the extent caused by its negligence or willful misconduct. EACH CLAUSE AND PHRASE OF THIS SECTION IS SEPARATE FROM EACH OTHER CLAUSE AND PHRASE, AND FROM THE REMEDY LIMITATIONS AND EXCLUSIONS ELSEWHERE IN THIS AGREEMENT AND WILL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF A REMEDY, ANY TERMINATION OF THIS AGREEMENT, OR SEVERABILITY OF ANY CLAUSE OR PHRASE IN THIS AGREEMENT.

8. Indemnification, Insurance.

- 8.1 Sponsor is liable for and will defend, indemnify and hold harmless Organizer, its officers, agents, and employees, from and against any injury, loss, damage, or claim, arising from or relating to this Agreement, the Event, or exhibit space, for which recovery of damages is sought that may arise out of or be occasioned by the act or omission of Sponsor or its officers, agents, and employees, including, but not limited to, any contractor not provided by Organizer used to transport Sponsor materials; except that the indemnity provided for in this paragraph shall not apply to any liability resulting from the sole negligence of Organizer.
- 8.2 All property of the Sponsor and Sponsor's contractors is understood to remain under its custody and control in transit to, within, and in transit from the confines of the Event location.
- 8.3 Sponsor and its contractors will, at their sole cost and expense, procure and maintain through the term of this Agreement, the following insurance, and Sponsor will obtain and shall furnish upon request of Organizer a certificate of insurance evidencing the required insurance to Organizer:
- Commercial General Liability Insurance against claims for bodily injury or death, property damage as well as personal and advertising injury occurring in or upon or resulting from the premises leased. Such insurance shall include contractual liability and products liability coverage, with combined single limits of liability of not less than \$1,000,000 per occurrence; and
 - Workers Compensation insurance as required by statutory law.

9. Compliance with Laws.

- 9.1 Each Sponsor is responsible for knowledge of and compliance with all health, safety, and fire prevention laws, regulations, and ordinances applicable to the Event or Sponsor's participation in the Event.
- 9.2 Sponsor is responsible for knowledge of and compliance with all intellectual property, antitrust, and competition laws and regulations applicable to the Event or Sponsor's participation in the Event, including, but not limited to, payment of royalties that may be due for the use of copyrighted works during Sponsor's events.
- 9.3 Sponsor may not reproduce the Event's or Organizer's logo, name, marks, or other insignia on items, documents or advertising materials, without Organizer's prior written consent.

10. Recording of Event.

- 10.1 Sponsor acknowledges that the Event may be recorded and reproduced in any form (including but not limited to digital formats) and hereby authorizes Organizer and its designees to record, transcribe, modify, reproduce, publicly perform, display, distribute, redistribute, and transmit in any form and for any purpose any such recording of the Event. Sponsor hereby releases Organizer and its designees from, and waives all claims it may have, now or in the future, in connection with such activities, and specifically waives any statutory restriction on waivers of future claims or moral rights.

10.2 Sponsor is not permitted to record or reproduce the Event in any form, including, but not limited to, the use of any videographer to film speaking sessions or exhibition activities.

11. Modification, Warranties, Representations

Organizer makes no representations or warranties, oral or written, express or implied, regarding matters related to this Agreement, the Event, or the number, quality, or character of persons who will attend the Event. Any and all matters relating to the Event and not specifically covered by the terms and conditions of this Agreement are subject to Organizer's sole discretion. Organizer may adopt, amend, or revoke any established rules and regulations from time to time, on reasonable notice to Sponsor.

12. Governing Law.

12.1 New York law governs this Agreement, and the relationships created by it, notwithstanding its laws regarding conflicts of law and arbitrability; the Federal Arbitration Act governs all issues of arbitrability. Neither party may bring a claim more than 2 years after the underlying cause of action first accrues.

12.2 Each party agrees to give the other prompt notice of any claim, controversy, or dispute arising under or related to this Agreement, or the parties' relationship or course of dealing, and both parties agree to engage in good faith discussions to resolve the matter. If that fails to resolve the matter promptly, upon either party's election, the parties will participate in a non-binding mediation before a mutually agreed mediator. Any controversy, claim or dispute which is not resolved through the procedures set forth above within 60 days following the initial notice (or such longer period as the parties may agree) will be resolved by arbitration before a sole arbitrator who is an attorney, under the then-current Commercial Arbitration Rules of the American Arbitration Association. The duty and right to arbitrate will extend to any employee, officer, director, shareholder, agent, or affiliate, of a party to the extent that right or duty arises through a party or is related to this Agreement. The decision and award of the arbitrator will be final and binding, and may be entered in any court having jurisdiction. The arbitrator is directed to hear and decide potentially dispositive motions in advance of a hearing on the merits by applying the applicable law to undisputed facts and documents. The arbitration will be held in the United States headquarters city of the party not initiating the claim. This Section, and the obligation to mediate and arbitrate, will not apply to claims for misuse by one party of the other party's confidential information. At any time, a party may seek from a court of competent jurisdiction an injunction or other equitable relief in aid of arbitration, to the extent available under applicable law. The arbitrator will not have authority to award damages that are inconsistent with the limitations and exclusions set forth in this Agreement.

13. Definitions.

This Agreement and related documents use the following defined terms:

- 13.1 "Agreement" means this Sponsorship Application and Contract.
- 13.2 "Applicant" means the company that has applied for exhibition space.
- 13.3 "Application" means submission of the signed Agreement.
- 13.4 "Event" means the Innovation Conference currently scheduled to be held on September 9-11, 2019 (the "Event Date") at Marriott Marquis Atlanta, 265 Peachtree Center Ave NE, Atlanta, GA 30303 (the "Venue").
- 13.5 "Organizer" means NCR Corporation, the Event organizer.
- 13.6 "Sponsor" means the Applicant has applied and been accepted by Organizer for exhibit space by submitting this Application and Agreement.
- 13.7 "Venue Management" means the manager of the Venue.

Accepted and Agreed:

SPONSORING COMPANY

COMPANY NAME: _____
(SPONSOR ENTITY FULL LEGAL NAME)

CONTACT NAME: _____

CONTACT TITLE: _____

CONTACT EMAIL: _____

SIGNATURE: _____

PRINTED NAME: _____

TITLE: _____

DATE: _____

SPONSORSHIP

EXHIBIT SIZE: _____

EXHIBIT COST: _____

SPONSORSHIP OPTION: _____

SPONSORSHIP COST: _____

TOTAL AMOUNT DUE: _____

NCR CORPORATION

SIGNATURE: _____

PRINTED NAME: _____

TITLE: _____

DATE: _____