

MOBILE APPS EXPO

SEPTEMBER 23-24, 2023

Student Exhibit Space Application and Agreement

Student Name:				
College or University Student attends:				
Contact Person:		Title:		
Street Address:				
City:		Phone:		
State:		Email:		
Country:		Website:		
PLEASE IDENTIFY THE TYPE OF MOBILE APP OR SERVICE				
Examples:				
Social Media/Entertainment	Service Provider	Education	Health & Fitness/Digital Health	Other
If "other" please describe:				

Check here if you would like to receive expo information.

Check here if you would like to receive sponsorship information.

DESCRIPTION OF PRODUCTS OR SERVICES TO BE DISPLAYED
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Payment of the one-time fee must accompany this Application and Agreement and received by Sainya LLC ("Sainya LLC") at the time of registration.

ALL AMOUNTS PAID TO SAINYA LLC PURSUANT TO THIS APPLICATION AND AGREEMENT SHALL, UPON ACCEPTANCE BY SAINYA LLC BE NON-REFUNDABLE EXCEPT AS SET FORTH IN SECTIONS 4, 7, AND 20 OF THE TERMS AND CONDITIONS INCLUDED IN THIS APPLICATION AND AGREEMENT. ONCE THIS APPLICATION IS ACCEPTED BY SAINYA LLC, STUDENT SHALL BE LIABLE FOR THE TOTAL PAYMENT DUE, WHETHER OR NOT STUDENT ACTUALLY PARTICIPATES IN THE EVENT OR USES THE FULL SPACE OR NUMBER OF BOOTHS TO WHICH IT IS COMMITTING IN THIS APPLICATION AND AGREEMENT.

** Exciting prizes will be given to Students Exhibitors that are participating from the same college/university, and will be based on the creativity, usability, potential impact, and technical proficiency of the Students' mobile apps presented during the Event. **

EXHIBIT SPACE PAYMENT SCHEDULE AND TERMS	
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One-time fee of \$250, is due with completed Application and Agreement. Last day to submit the Student Exhibit Application and Agreement, along with payment is September 15, 2023.

NOTE: Student shall be responsible to pay for the internet and electricity fees separately from Mobile Apps Expo fees, and such internet and electricity fees can be paid via the Mobile Apps Expo website. (Dulles Expo Center Website) Forms can also be requested from the organizer.

AUTHORIZED SIGNATURE

By signing below, I acknowledge that I (a) have all necessary authority to sign this Application and Agreement on behalf of the Student, and (b) have read, understand, and agree to be bound by the provisions of this Application and Agreement ("**Agreement**"), including those set forth in the TERMS AND CONDITIONS on the reverse side. I further acknowledge that our failure to abide by this Agreement, and the rules set forth in on the website and in these terms and conditions, may result in the loss of our exhibit privileges without recourse or refund.

COMPLETING AND SUBMITTING THIS APPLICATION IS NOT A GUARANTEE OF SPACE OR PLACEMENT. NEITHER ACCEPTANCE OF THIS APPLICATION NOR ACCEPTANCE OF INTERIM PAYMENTS OR DEPOSITS BY SAINYA LLC SHALL BE CONSTRUED AS ACKNOWLEDGMENT OF PAYMENT IN FULL OR A GUARANTEE OF SPACE.

Print Name: _____

Title: _____

Signature: _____

CREDIT CARD PAYMENT VIA PAYPAL

TERMS AND CONDITIONS

1. Definitions. The term "**Event**" means the Mobile Apps Expo currently scheduled to be held on September 23-24, 2023 (the "**Event Date(s)**") at Dulles Expo Center, 4320 Chantilly Shopping Center, Chantilly, VA 20151 (the "**Venue**"). The term "**Organizer**" means Sainya LLC. The term "**Student**" means the company that has applied for Exhibit Space by submitting this Application and Agreement. The term "**Venue Management**" means the manager of the Venue.

2. Acceptance and Agreement. This Application and Agreement, when properly executed by Student and accepted by Organizer ("**Agreement**"), constitutes a valid and binding agreement between the Organizer and the Student for Student to license exhibit space or booth(s) at the Event. In the event of any conflict between these Terms and Conditions and any terms inserted by the Student, 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. In the absence of Organizer acceptance, Organizer incurs no obligations hereunder. Students who have not participated in a prior event held by Organizer similar to that of the Event may be required to submit a description of the nature of their business and the items intended to be exhibited separate from and in addition to the information entered on the front side of this Agreement.

3. Assignment of Space. Upon acceptance, Organizer will attempt to place Student in a requested space and location, but no guarantee can be given as the ultimate location of the Student until at least 75% of the exhibit space has been sold. Space will be allocated on a first-come, first-served basis. Organizer reserves the right to move locations of Event attendees ("**Attendees**"), from time to time in order to allow companies already signed up for the show to increase their space if necessary, or for any other reason. Organizer in its sole discretion reserves the right to add, alter, or delete from the floor plan at any time in its sole discretion. Should circumstances make it necessary, in Organizer's sole discretion, it 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, Student's fee will be adjusted proportionately. Organizer shall not be liable for errors in acceptance of application or allocation of space.

4. Date(s) of Event. Event dates are stated above. Organizer has the right to postpone, shorten, or cancel the Event. In the event of postponement or shortening of the Event, this Agreement shall be deemed valid for the new dates and duration and confers no right on the Student to withdraw from the Agreement. If the Event is canceled by Organizer, the Agreement will be terminated with no liability to Organizer except that Organizer shall be obligated to refund fees paid by Student, as required by the provisions of Section 20.

5. Application for Space and Terms of Payment. Application for exhibit space is made by returning the duly signed Agreement to Organizer, accompanied by the deposit specified in this Agreement. APPLICATIONS WILL NOT BE CONSIDERED IF NOT ACCOMPANIED BY THE REQUIRED DEPOSIT. Student shall not assign, sublease, sublicense, or otherwise grant rights to a third party for use of the exhibit space without the prior written consent of Organizer, which consent may be denied in its sole discretion. Any purported

assignment, sublease, or sublicense in violation of this Section shall be null and void. No assignment, sublease, or sublicense shall relieve Student of any of its obligations hereunder. All late payments shall bear interest at the lesser of the rate of 1.5% per month or the highest rate permissible under applicable law, calculated daily and compounded monthly. In addition to all other remedies available under this Agreement or at law (which Organizer does not waive by the exercise of any rights hereunder), Organizer shall be entitled to deny Student access to the Event if Student fails to pay any fees when due hereunder and such failure continues for fourteen (14) days following written notice to Student. Student may not withhold or reduce payment by virtue of any claims against Organizer in connection with this agreement. If Student is in breach of any of its obligations under this Agreement, Organizer has the right to terminate this Agreement without liability to Student.

6. Attending the Event. Students are responsible for: (i) providing their own transportation to and from the Event, and (ii) if required, finding appropriate lodging to attend the Event, and (iii) all fees related to transportation and lodging for Students to attend the Event. Organizer is not, and shall not be, responsible for any costs or fees related to Students' attendance at the Event.

7. Withdrawal from Participation. Withdrawal from the Event is possible only under the following conditions: (1) If notification of withdrawal and reason for withdrawal are submitted in writing and received by Organizer no later than **September 1, 2023**, Student will, as liquidated damages, forfeit all payments made or due up to the date of withdrawal notification. If notification of withdrawal and reason for withdrawal are submitted in writing and received by Organizer **between September 1, 2023 and September 15, 2023**, Student remains, except as otherwise set forth in this Section 7, fully liable, as liquidated damages, for the total package price set forth on the reverse side, plus any extra costs incurred by Organizer as a result of the withdrawal (including, but not limited to any structural changes to the event floor plan or relocation of other Attendees necessitated by the cancellation). Organizer may, but shall not be obligated to, resell canceled space to another vendor but will give priority to filling any still-available space, before attempting to re-license Student's space. If Organizer succeeds in relicensing canceled space to another vendor, it has the right to retain, as liquidated damages, one-third of the total package price contracted for by Student. If notification of withdrawal and reason for withdrawal are submitted in writing and received by Organizer **after September 15, 2023**, Student shall, as liquidated damages, be liable for all fees contracted for and due, plus any extra costs incurred by Organizer as a result of the withdrawal (including, but not limited to any structural changes to the event floor plan or relocation of other Attendees necessitated by the cancellation). No refunds of any kind will be made for withdrawal within 30 days of show opening, even if Organizer succeeds in reselling the canceled space to another vendor.

8. Rules and Regulations. Student will abide by all rules and regulations regarding the construction, maintenance, and tear-down of the exhibit space, as well as any rules and regulations promulgated, from time to time, by Organizer or the Venue. Organizer reserves the right to determine the suitability and appropriateness of all exhibits and the attire and conduct of all exhibit personnel and to regulate the same at its sole discretion. Student must provide the necessary safety items to protect Attendees, other exhibitors, and all others from operable equipment or from any other material, processes, or operations that might cause bodily harm. Student will not use any copyrighted music or dramatic materials or any other property owned by

a third party without first obtaining licenses for the use of the same. Student will not discriminate against any person in connection with admission to its booth, services rendered or privileges offered, on the basis of race, creed, ancestry, sexual orientation, disability, color, sex, marital status, age, religion, or national origin.

9. Event Management, Exhibit Construction, and Tear-Down. Organizer will manage and coordinate all aspects of the Event space and may appoint any subcontractors or outside sources of supply as it deems fit to assist it in carrying out this responsibility. STUDENT SHALL NOT UTILIZE THE SERVICES OF ANY THIRD-PARTY CONTRACTOR WITHIN THE CONFINES OF THE EVENT SPACE UNLESS AUTHORIZED BY ORGANIZER. Set-up and tear-down hours are listed in the Event Manual issued by Organizer in accordance with Section 24 of this Agreement and are subject to change, upon notice to Student. If Student is not set up by the time specified in the Event Manual, Organizer reserves the right to re-assign the allocated space to another vendor or to make other use of the space as it deems appropriate, in its sole discretion. The cost for any such re-assignment or allocation will be solely Student's responsibility. Exhibits are to be kept intact until the Event ends, at September 24, 2023 at 6pm ET. Students shall not remove any part of an exhibit during the Event without written prior permission from Organizer. All exhibits must be dismantled and removed from the facility by September 24, 2023 at 10pm ET. Student shall have an authorized representative on-site during setup and dismantling periods to oversee exhibit materials, receipt, and shipment.

10. Quality, Character, and Construction of Exhibit. Student shall cause its exhibit to display its products or services tastefully as determined by Organizer in its sole discretion. Student shall limit its advertising, marketing, and distribution of samples and printed materials of any kind to its own exhibit space. The aisles, passageways, and overhead spaces remain strictly under Organizer's control, and no exhibit materials or equipment, including but not limited to signs, decorations, banners, advertising materials, and special exhibits, are permitted in any of these spaces without Organizer's express, written permission. Student shall construct its exhibit in conformity with law, the Venue's rules, and any additional and specific rules, set forth in any applicable Event brochure, or the Event website. Student shall change or alter its exhibit at the request or instruction of Organizer or the Venue. Organizer reserves the right to reject or later remove an exhibit based on, without limitation, Student's failure to (a) initially construct its exhibit in conformity with all applicable laws, terms, and rules or (b) subsequently obey instructions pertaining to the exhibit's quality, character, or construction. Organizer reserves the right to restrict or remove any exhibit that Organizer, in its sole discretion, believes is objectionable or inappropriate. Without limiting the foregoing, Student is solely responsible for ensuring that its exhibit is accessible to persons with disabilities, as required by the Americans with Disabilities Act, and shall indemnify and hold Organizer harmless from any consequences or liability for any failure by Student to do so.

11. Event Security and Data Security.

(a) While the Venue may provide perimeter security for the Event area during the Event, it is under no obligation to do so, and any security provided by the Venue may be discontinued at any time. Whether or not such security is provided, Student shall be solely responsible for the protection of its property and its confidential and proprietary information, and for obtaining insurance (see Section 14) with respect thereto. Organizer

shall, in any event, have no obligation to provide security services and makes no representation or warranty whatsoever, and disclaims all liability with respect to security of the premises or Student's goods or equipment. Student hereby releases and shall hold Organizer harmless with respect to the same.

(b) Student represents and warrants that, any mobile application that it uses and/or demonstrates at the Event, which is provided to Attendees through download, website, direct sharing, or any other method, shall employ all physical, administrative, and technical controls, screening, and security procedures and other safeguards necessary to securely administer the distribution and use of all Students' mobile applications and protect against any unauthorized access to or use of such mobile applications. Student further represents and warrants that, in the event Student collects, uses, analyzes, stores, or otherwise processes an Attendee's data, including personal data such as name, address, email address, phone number, IP address, or other identifying information or other information provided to Student by Attendee ("Attendee Data"), the Student shall use industry standards to secure and protect Attendee Data. Student further represents and warrants that it shall comply with all applicable federal, state, and local laws.

12. Disclaimer of Warranties. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THIS AGREEMENT, THE EVENT, AND ALL THE SERVICES AND MATERIALS PROVIDED BY THE ORGANIZER ARE PROVIDED "AS IS." ORGANIZER SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. WITHOUT LIMITING THE FOREGOING, ORGANIZER MAKES NO WARRANTY OF ANY KIND THAT (1) THE EVENT, OR THE SERVICES OR MATERIALS PROVIDED BY THE ORGANIZER, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL (A) MEET STUDENT'S OR ANY OTHER PERSON'S REQUIREMENTS, (B) ACHIEVE ANY INTENDED RESULT, INCLUDING ACQUIRING OR GAINING CUSTOMERS, CLIENTS, OR OTHER BUSINESS, OR (C) INCREASE STUDENT'S REVENUES OR BUSINESS; (2) ANY INTERNET OR WIFI NETWORKS PROVIDED BY ORGANIZER OR VENUE WILL: (A) OPERATE WITHOUT INTERRUPTION OR (B) BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM, OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE. ALL THIRD-PARTY MATERIALS ARE PROVIDED "AS IS" AND ANY REPRESENTATION OR WARRANTY OF OR CONCERNING ANY THIRD-PARTY MATERIALS IS STRICTLY BETWEEN STUDENT AND THE THIRD-PARTY OWNER OR DISTRIBUTOR OF THE THIRD-PARTY MATERIALS.

13. Limitation of Liability and Timing of Claims. IN NO EVENT SHALL ORGANIZER OR VENUE OR ANY OF THEIR OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, CONTRACTORS, REPRESENTATIVES, AFFILIATES, AND ASSIGNEES BE LIABLE FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR ENHANCED DAMAGES, LOST PROFITS OR REVENUES, OR DIMINUTION IN VALUE, ARISING OUT OF, OR RELATING TO, AND/OR IN CONNECTION WITH THEIR ACTS OR OMISSIONS OR ANY BREACH OF THIS AGREEMENT, REGARDLESS OF (A) WHETHER SUCH DAMAGES WERE

FORESEEABLE, (B) WHETHER OR NOT ORGANIZER OR THE VENUE WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND (C) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH THE CLAIM IS BASED. IN NO EVENT SHALL ORGANIZER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNTS PAID TO ORGANIZER PURSUANT TO THIS AGREEMENT. CLAIMS ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT MUST BE MADE IN WRITING WITHIN THIRTY DAYS AFTER THE LAST DAY OF THE EVENT, AND FAILURE TO GIVE SUCH NOTICE SHALL CONSTITUTE A WAIVER OF ANY CLAIMS.

Organizer shall not be liable for any misrepresentation of data by the Attendee or Student.

14. Indemnification. Student shall indemnify, hold harmless, and defend the Organizer and its officers, directors, employees, agents, affiliates, successors and permitted assigns (collectively, "**Indemnified Party**") against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees, that are incurred by Indemnified Party (collectively, "**Losses**"), arising out of or resulting from (a) injury to the person, property, or business of any person in connection with Student's conduct of its exhibit, (b) Student's construction or maintenance of an unsafe exhibit, (c) any act, omission, negligence, fault, violation of law or ordinance, or misconduct of Student, its employees, subcontractors, invitees or agents, or any breach by Student of any agreements, covenant, promises or other obligations under this Application and Agreement, (d) Student's participation or presence at the Event and/or use of any of the Event facilities, (e) any claim brought by any of its employees, agents, contractors, or invitees against an Indemnified Party in connection with such activity, (f) violation of any applicable laws, (g) breach of Student's representations and warranties and this Agreement, and (h) Student's actual or alleged infringement of the patent, trademark, copyright, or any other intellectual property rights of a third party including any claim resulting from the use of copyrighted music, dramatic materials, or other property which is used by Student in connection with the Event.

15. Insurance. No later than **September 15, 2023**, Student shall furnish Organizer with an insurance certificate reasonably acceptable to Organizer, naming Organizer and the Venue as additional insured and waiving subrogation under its general liability policy. Student shall maintain adequate property and liability insurance coverage, including coverage for workers compensation, employer's liability (with limits not less than \$250,000 per occurrence), comprehensive commercial general liability (with limits not less than \$250,000 per occurrence), and automobile liability (with limits not less than \$250,000 per occurrence).

16. Listings and Promotional Materials. Student grants Organizer a fully-paid, perpetual non-exclusive license to use, display, and reproduce Student's name, trade names, and product names in any directory (print, electronic, or other media) that list the Students participating at the Event and to use such names in Organizer's promotional materials. Organizer is not liable for any errors or omissions in any show guide listings or descriptions. Organizer

shall also have the right to take photographs of Student's booth space, exhibit, and personnel during, before, or after the open hours of the Event and use such photographs for any legal purpose.

17. Organizer Materials. Any materials that are distributed to the Student related to the planning or execution of the Event, including but not limited to, the Event Manual, are owned exclusively by the Organizer. Organizer grants Student a non-transferable, non-exclusive license to use such materials solely in connection with Student's participation in the Event. If Student ceases to be an exhibitor at the Event, including at the conclusion thereof, Student shall promptly return to Organizer all such materials.

18. Recording of Event. Student 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. Student 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.

19. Use of Event Insignia. Student 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.

20. Force Majeure. No party shall be liable or responsible to the other party, or be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations of Student to make payments to Organizer), when and to the extent such failure or delay is caused by or results from acts beyond the impacted party's ("Impacted Party") reasonable control, including, without limitation, the following force majeure events ("Force Majeure Event(s)": (a) acts of God; (b) flood, fire, earthquake, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order, law, or actions; (e) embargoes or blockades in effect on or after the date of this Agreement; (f) national or regional emergency; (g) strikes, labor stoppages or slowdowns, or other industrial disturbances; (h) telecommunication breakdowns, power outages or shortages, lack of warehouse or storage space, inadequate transportation services, or inability or delay in obtaining supplies of adequate or suitable materials; and (i) other similar events beyond the reasonable control of the Impacted Party.

The Impacted Party shall give notice within five (5) days of the Force Majeure Event to the other party, stating the length of time the occurrence is expected to continue. The Impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. If the Impacted Party's failure or delay remains uncured for a period of three consecutive days following written notice given by it under this Section 20, either party may thereafter terminate this Agreement upon three (3) days' written notice. If Organizer cancels the event due to a Force Majeure Event, it shall refund to Student a pro-rata share of any refunds Organizer receives from its

subcontractors but shall have no other liability to Student for the cancellation. Organizer shall have no obligation to refund or provide any other relief to Student if Student has withdrawn prior to cancellation of the Event by Organizer.

21. Assignment. Organizer may assign this Agreement at any time. Student may not assign this Agreement or sell, transfer, assign or sublet to a third party all or any portion of its exhibit space without Organizer's prior written consent.

22. Severability. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

23. Choice of law. This Agreement and all related documents, and all matters arising out of or relating to this Agreement, are governed by, and to be construed in accordance with, the laws of the Commonwealth of Virginia, without regard to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the Commonwealth of Virginia.

24. Choice of Forum. Each party irrevocably and unconditionally agrees that it will not commence any action, litigation, or proceeding of any kind whatsoever against the other party in any way arising from or relating to this Agreement and all contemplated transactions, in any forum other than Eastern District of Virginia or, if such court does not have subject-matter jurisdiction, the courts of the Commonwealth of Virginia sitting in Loudoun County, and any appellate court from any thereof. Each party irrevocably and unconditionally submits to the exclusive jurisdiction of such courts and shall bring any such action, litigation or proceeding only in Eastern District of Virginia or, if such court does not have subject-matter jurisdiction, the courts of the Commonwealth of Virginia sitting in Loudoun County. Each party agrees that a final judgment in any such action, litigation, or proceeding is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

25. No Representations or Warranties; Rules and Regulations; Entire Agreement. Organizer makes no representations or warranties, express or implied, regarding the number, quality, or character of persons who will attend the Event or regarding any other matters. Any and all matters pertaining to the Event and not specifically covered by the terms and conditions of this Agreement or set forth in the Event Manual 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 Student. Any such rules or regulations, including but not limited to those in the Event Manual or any communication from Organizer to Student are hereby incorporated in this Agreement and have the same effect as if set forth herein. This Agreement, including but not limited to the Event Manual and any additional rules or regulations adopted by Organizer, states the entire agreement between the parties and may not be amended without Organizer's written consent.