

AxisCare Event Contributor Terms and Conditions

These Event Contributor Terms and Conditions ("**Agreement**"), dated as of AxisCare's acceptance of the sponsor or exhibitor's event registration form (the "**Effective Date**"), is by and between Centex AxisCare, LLC ("**AxisCare**", "**Organizer**"), and the sponsor or exhibitor listed on the event registration form ("**Event Contributor**").

1. Organizer's Approval of Registration. Organizer reserves the right to review all Event Contributor registrations and has the right to remove any registration in its sole discretion. If Organizer exercises this right and removes Event Contributor's registration, Organizer will refund Event Contributor the fee paid by Event Contributor to Organizer as set forth in the event registration form ("**Registration Fee**").

2. Event Contributorship. Upon Organizer's acceptance of Event Contributor's registration form, Organizer hereby engages Event Contributor, and Event Contributor hereby accepts such engagement, each subject to the terms and conditions set forth in this Agreement, to be a sponsor or exhibitor of the event as provided on the registration form (the "**Event**").

3. Event Contributorship Benefits. In consideration of and contingent upon Event Contributor's full payment of the Registration Fee (and Organizer's receipt thereof) and performance of the Event Contributorship Obligations as provided in Section 4, Organizer shall provide Event Contributor with the Event Contributorship Benefits set forth on the registration form. Event Contributorship Benefits include Event Contributor's logo being displayed on the Event's website and other marketing material to be delivered, contingent on receiving necessary assets prior to Organizer's provided deadlines.

4. Registration Fee and other Event Contributor Obligations. Event Contributor shall pay Organizer the Registration Fee payable in US Dollars and as set forth on the registration form, and on a timely basis, perform its other Contributor Obligations set forth in this Section 4 and/or provided on the registration form. Event Contributor is obligated to meet Organizer's deadlines for requests of materials and/assets.

5. License Grants. Each Party hereby grants to the other Party, a non-exclusive, non-transferable, non-sublicensable right and license to use the its Marks during the Term and for a reasonable time thereafter: (i) in its advertising, marketing, and promotional materials in all formats and media, including on its website, mobile apps, and social marketing pages on third-party websites and mobile apps, to identify and promote its association with the Event; and (ii) on products or merchandise bearing a Party's Mark, either alone or together with the other Party's Mark, for distribution at or in connection with the Event that the Party is obligated or otherwise permitted to create and distribute at or in connection with the Event.

6. Usage of Marks. Each party shall use the other party's Marks solely in accordance with the other party's trademark usage guidelines and quality control standards provided by such other party as the same may be updated from time to time. If either party is notified in writing by the other party that any use does not so comply, such party shall immediately remedy the use to the satisfaction of the other party or terminate such use. Neither party shall use, register, or attempt to register in any jurisdiction any mark that is confusingly similar to or incorporates any of the other party's Marks. All

uses of a party's Marks, and all goodwill associated therewith, shall inure solely to the benefit of such party, and each party shall retain all right, title, and interest in and to its Marks.

7. Term. The term of this Agreement commences as of the Effective Date and, unless terminated earlier pursuant to any express provisions of the Agreement, will continue in effect until thirty (30) days after completion of the Event (the "**Term**").

8. Termination By Event Contributor. Event Contributor may terminate this Agreement immediately upon written notice to Organizer if such association with the Organizer and/or Event may cause Event Contributor harm to its reputation, as a result of a material change in the Event, including a change in its timing, location, content, purpose, or target audience, including any change that is caused by or related to a Force Majeure (defined below); or Organizer's or any of its officers', directors', or employees' engaging in, or any of their or the Event's, becoming the subject of a regulatory or law enforcement inquiry or action alleging conduct that is unlawful, unethical, or otherwise harmful to the reputation of the Organizer or the Event.

9. Termination By Either Party. Either party may terminate this Agreement, immediately upon written notice to the other party if: (i) the other party materially breaches this Agreement, and such breach is incapable of cure before the Event; or (ii) the other party: (A) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due; (B) files or has filed against it a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law; (C) makes or seeks to make a general assignment for the benefit of its creditors; or (D) applies for or has appointed a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

10. Termination Obligation. On expiration or earlier termination of this Agreement: (i) except as otherwise provided in this Agreement, each party shall immediately return or destroy the other party's Confidential Information (defined below); (ii) the parties will be relieved of their respective further obligations under Section 3 and Section 4; and (iii) if Event Contributor terminates this Agreement early pursuant to Section 8, Organizer shall refund to Event Contributor all previously paid Registration Fees.

11. Surviving Provisions. The provisions set forth in the following Sections, and any other right or obligation of the parties in this Agreement that, by its nature, should survive termination or expiration of this Agreement, will survive any expiration or termination of this Agreement: Section 10, Section 14, Section 15, Section 16, and Section 17.

12. Mutual Representations and Warranties. Each party represents and warrants to the other party that: (i) it is duly organized, validly existing, and in good standing as a corporation or other entity as represented herein under the laws and regulations of its jurisdiction of incorporation, organization, or chartering; (ii) it has the full right, power, and authority to enter into this Agreement, to grant the rights and licenses granted hereunder, and to perform its obligations hereunder; (iii) the acceptance of the terms and conditions of this Agreement by its representative (for Event Contributor, whether by clicking to accept these terms and conditions, submitting a registration form subject to this Agreement, or otherwise, and for Organizer, by acceptance of the Event Contributor's registration form) has been duly authorized by all necessary corporate action of the party; and (iv) upon acceptance by

both parties, this Agreement will constitute the legal, valid, and binding obligation of such party, enforceable against such party in accordance with its terms.

13. Additional Representation and Warranties. Organizer further represents and warrants that the Organizer Marks and Event Contributor's use thereof will not infringe, misappropriate, or otherwise violate any rights of any third party. Event Contributor further represents and warrants that the Event Contributor Marks and Organizer's use thereof without alteration and otherwise strictly in accordance with this Agreement will not infringe, misappropriate, or otherwise violate any rights of any third party.

14. Indemnification by Organizer. Organizer shall indemnify, defend, and hold harmless Event Contributor and officers, directors, employees, agents, successors, and assigns from and 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, the cost of enforcing any right to indemnification hereunder, and the cost of pursuing any insurance providers (collectively, "**Losses**"), resulting from any claim, suit, action, or proceeding (each, an "**Action**") arising out of or related to: (i) the Event, including Organizer's advertising, marketing, or promotion of the Event, the Organizer Marks and materials presented, distributed, or otherwise provided by Organizer or any other person or entity at or in connection with the Event; (ii) any use, presentation, display, or distribution of Event Contributors Marks and any other materials presented, distributed, or otherwise provided by Event Contributor at or in connection with the Event ("**Event Contributor Materials**") in a manner not expressly permitted by this Agreement; or (iii) Organizer's breach of any representation, warranty, covenant, or obligation of Organizer under this Agreement.

15. Indemnification By Event Contributor. Event Contributor shall indemnify, defend, and hold harmless Organizer and Organizer's Affiliates, and each of their respective officers, directors, employees, agents, successors, and assigns from and against all any and all Losses resulting from any Action arising out of or related to: (i) the Event Contributor Materials, solely as used, presented, displayed, and distributed without alteration and otherwise in strict compliance with this Agreement or (ii) Event Contributor's breach of any representation, warranty, covenant, or obligation of Event Contributor under this Agreement.

16. Confidential Information. Confidential Information means information in any form or medium (whether oral, written, electronic, or other) that a party (as a disclosing party) considers confidential or proprietary, including trade secrets, technology, information pertaining to business operations and strategies, and information pertaining to customers, pricing, and marketing, in each case to the extent it is: (a) if disclosed in writing or other tangible form or medium, marked "confidential" or "proprietary" or (b) if disclosed orally or in other intangible form or medium, identified by the disclosing party or such party's officers, employees, consultants, and legal advisors ("**Representatives**") as confidential or proprietary when disclosed and summarized and marked "confidential" or "proprietary" in writing by the disclosing party or its Representative within ten (10) days after disclosure. Confidential Information does not include information that: (i) was already known to the receiving party without restriction on use or disclosure prior to its receipt of or access to such information in connection with this Agreement; (ii) was or becomes generally known by the public other than by breach of this Agreement by, or other wrongful act of, the receiving party or any of its Representatives; (iii) was or is received by the receiving party from a third party who was not or is not, at the time of such receipt, under any obligation to the disclosing party or any other Person to maintain the confidentiality of such

information; or (iv) was or is independently developed by the receiving party without reference to or use of any of the disclosing party's Confidential Information.

17. Confidentiality Obligations. In connection with this Agreement, each party may disclose or make available Confidential Information to the other party. As a condition to being provided with any disclosure of or access to the disclosing party's Confidential Information, the receiving party shall: (i) not access or use the disclosing party's Confidential Information other than as necessary to exercise its rights or perform its obligations under this Agreement; (ii) not use the disclosing party's Confidential Information, directly or indirectly, in any manner to the detriment of the disclosing party or to obtain any competitive benefit with respect to the disclosing party; (iii) not disclose or permit access to Confidential Information other than to its Representatives who: (A) need to know such Confidential Information for purposes of the Receiving Party's exercise of its rights or performance of its obligations under and in accordance with this Agreement; (B) have been informed of the confidential nature of the Confidential Information and the Receiving Party's obligations under this Section 17; and (C) are bound by written confidentiality and restricted use obligations at least as protective of the Confidential Information as the terms set forth in this Section 17; and (iv) safeguard the Confidential Information from unauthorized use, access, or disclosure using at least the degree of care it uses to protect its similarly sensitive information and in no event less than a reasonable degree of care. The disclosing party is responsible for ensuring its Representatives' compliance with, and shall be liable for any breach by its Representatives of, this Section 17.

18. Force Majeure. Neither party will 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, when and to the extent such failure or delay is caused by any: (i) acts of God; (ii) flood, fire, or explosion; (iii) war, terrorism, invasion, riot, or other civil unrest; (iv) embargoes or blockades in effect on or after the date of this Agreement; (v) national or regional emergency; (vi) strikes, labor stoppages or slowdowns, or other industrial disturbances; (vii) passage of law or governmental order, rule, regulation, or direction, or any action taken by a governmental or public authority, including but not limited to imposing an embargo, export or import restriction, quota, or other restriction or prohibition; or (viii) national or regional shortage of adequate power, telecommunications, or transportation facilities (each of the foregoing, a "**Force Majeure**"), in each case, provided that (A) such event is outside the reasonable control of the affected party; (B) the affected party provides prompt notice to the other party, stating the period of time the occurrence is expected to continue; and (C) the affected party uses diligent efforts to end the failure or delay and minimize the effects of such Force Majeure.

19. General. The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever. All notices, requests, consents, claims, demands, waivers, and other communications hereunder must be in writing and addressed to the parties as provided on the event registration form. This Agreement, together with the event registration form and any exhibits or attachments thereto, constitute the entire agreement of the parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. Neither party may assign or otherwise transfer any of its rights, or delegate or otherwise transfer any of its obligations or performance, under this Agreement, in

each case whether voluntarily, involuntarily, by operation of law, or otherwise, without the other party's prior written consent, which consent such other party may give or withhold in its sole discretion, provided, however, that Event Contributor may assign or otherwise transfer all or any of its rights, and delegate or otherwise transfer all or any of its obligations or performance, under this Agreement without Organizer's consent to the successor to all or substantially all of its business to which this Agreement relates. No delegation or other transfer will relieve the delegating or transferring party of any of its obligations or performance under this Agreement. Any purported assignment, delegation, or transfer in violation of this clause is void. This Agreement is binding upon and inures to the benefit of the parties hereto and their respective permitted successors and assigns. This Agreement is for the sole benefit of the parties hereto and their respective permitted successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other Person any legal or equitable right, benefit, or remedy of any nature whatsoever, under or by reason of this Agreement. No amendment to or modification of or rescission, termination, or discharge of this Agreement is effective unless it is in writing and signed by an authorized representative of each party. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege. If any 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. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible. This Agreement is governed by and construed in accordance with the internal laws of the State of Texas without giving effect to any choice or conflict of law provision or rule that would require or permit the application of the laws of any jurisdiction other than those of the State of Texas.