



ASTRO'S 62ND ANNUAL MEETING OCTOBER 25-28, 2020

APPLICATION AND CONTRACT FOR THE INDUSTRY-EXPERT THEATER

The Application and Contract for the Industry-Expert Theater must include full payment or it will not be considered. Quantity is limited and requests are accommodated on a first-come, first-served basis. Once your Application and Contract for the Industry-Expert Theater and full payment have been received and approved, you will be notified of your Industry-Expert Theater assignment.

CONTACT INFORMATION

Exhibitor Name

Mailing Address

City State/Province Zip Country

Contact Person Title

Phone Email

As an authorized representative of the above stated Exhibitor, I have received and reviewed the "2020 Annual Meeting Industry-Expert Theater Contract Terms" and the "2020 Annual Meeting Exhibitor Rules, Regulations and Policies: Virtual Event" available online at www.astro.org/rules, (as existing on the date hereof and as the same may be amended or changed), hereinafter referred to collectively as "Industry-Expert Theater Terms and Rules". Exhibitor agrees to comply with the Industry-Expert Theater Terms and Rules which are incorporated herein by reference and made part of this contract ("Contract"). In the event of any change in the Industry-Expert Theater Terms and Rules, the most up-to-date versions, available online at www.astro.org/rules, will be controlling.

The parties hereto agree that upon the Exhibitor's authorized signature and ASTRO's acceptance and approval, this Contract will constitute a legal and binding agreement between Exhibitor and ASTRO enforceable in accordance with its terms.

Signature Print Name Date

PREFERRED DATES *Please select top two choices. Each time slot will have up to two companies.*

Sunday, October 25, 2020

- 11:00 a.m. – 12:00 p.m.
 12:00 p.m. – 1:00 p.m.

Monday, October 26, 2020

- 11:00 a.m. – 12:00 p.m.
 12:00 p.m. – 1:00 p.m.

Tuesday, October 27, 2020

- 11:00 a.m. – 12:00 p.m.
 12:00 p.m. – 1:00 p.m.

Wednesday, October 28, 2020

- 11:00 a.m. – 12:00 p.m.
 12:00 p.m. – 1:00 p.m.

Thursday, October 29, 2020

- 11:00 a.m. – 12:00 p.m.
 12:00 p.m. – 1:00 p.m.

INDUSTRY-EXPERT THEATER FEE

- Standard Rate: \$25,000 Ambassador Rate: \$20,000

CANCELLATION POLICY

- 50 percent of the total fee will be retained for cancellations received before August 3, 2020.
- 100 percent of the total fee will be retained for cancellations received after August 3, 2020.
- All cancellations must be made in writing.
- ASTRO reserves the right to cancel the Industry-Expert Theater.

QUESTIONS?

Please contact Kathy Peters:

Phone: 703-839-7342
Email: kathy.peters@astro.org

PAYMENT INFORMATION *(Payment in full is due at the time of application.)*

CHECK PAYMENT

If paying by check, please fax Application and Contract to 703-286-1571. Please mail original application with check made payable to ASTRO to:

FOR STANDARD MAIL:

ASTRO
P.O. Box 418075
Boston, MA 02241-7217

FOR OVERNIGHT DELIVERY:

Bank of America, Merrill Lynch Lockbox Services
Lockbox #417217, MA5-527-02-07
2 Morrissey Blvd.,
Dorchester, MA 02125

Fax Application and Contract for Industry-Expert Theater to Erick Granados at 703-286-1571.

CREDIT CARD PAYMENT

Your signature authorizes your card to be charged for the total amount due according to the schedule above. ASTRO reserves the right to charge the correct amount if different from the total listed. Cardholder is responsible for any changes in the exchange rate.

- American Express Discover MasterCard Visa Amount: \$ _____

Cardholder's Name (as it appears on card) Signature

Billing Address City State Zip Code Country

Card Number Exp. Date CSC Code



ASTRO'S 62ND ANNUAL MEETING OCTOBER 25-28, 2020

2020 ANNUAL MEETING INDUSTRY-EXPERT THEATER CONTRACT TERMS (Page 1 of 2)

ELIGIBILITY

Exhibiting companies who have secured booth space at the 2020 ASTRO Annual Meeting will be given first priority in applying for a slot in the Industry-Expert Theater, subject to availability and adherence to all published 2020 Annual Meeting Industry-Expert Theater Contract Terms and the *2020 Annual Meeting Exhibitor Rules, Regulations and Policies: Virtual Event* ("Rules") available online at www.astro.org/rules, as existing on the date hereof and as the same may be amended or changed, hereinafter referred to collectively as "Industry-Expert Theater Terms and Rules" and incorporated herein by reference. In the event of any change in the Industry-Expert Theater Terms and Rules, the most up-to-date versions, available online at www.astro.org/rules, will be controlling.

In the event a company reserves a booth at the 2020 ASTRO Annual Meeting but does not make full payment of booth space by June 25, 2020, cancels prior to the 2020 ASTRO Annual Meeting or is a no-show in the Exhibit Hall, permission to hold the Industry-Expert Theater will be revoked. This policy will be strictly enforced and any violation(s) will result in the cancellation of the Industry-Expert Theater as well as forfeiture of Industry-Expert Theater fee and liability for other fines and damages, and may jeopardize future participation at meetings.

APPLICATION, PAYMENT AND CANCELLATION

The entire Industry-Expert Theater fee ("Fee") is due from the exhibitor ("Exhibitor") with submission of the Application and Contract for an Industry-Expert Theater ("Contract"). All charges for the Industry-Expert Theater must be paid in full in U.S. funds, drawn on a U.S. bank by August 3, 2020. Fifty percent of the Fee will be retained for cancellations received on or before August 3, 2020. After August 3, 2020, no refunds will be issued. Further, no refund will be issued if an Industry-Expert Theater is not engaged or used, nor will refunds be made for space used only part of the time. All cancellations must be submitted in writing to Kathy Peters, 2020 ASTRO Annual Meeting Show Management, 251 18th Street South, 8th Floor, Arlington, VA 22202. ASTRO reserves the right to cancel the Industry-Expert Theater. In such instances, Exhibitor's sole remedy will be refund of the Fee paid by Exhibitor.

Upon acceptance of Application and Contract for the Industry-Expert Theater and receipt of full payment, a confirmation letter will be issued to the Exhibitor detailing the Industry-Expert Theater assignment and the date and time that the Exhibitor shall have access to the Industry-Expert Theater space ("Space").

SCHEDULING

Industry-Expert Theaters are limited and will be assigned on a first-come, first-served basis. Available time slots can be found on the Application and Contract for an Industry-Expert Theater. Time slots are subject to change at any time.

PROVIDED SERVICES

The following services are included in the cost of the Industry-Expert Theater:

- Industry-Expert Theater virtual meeting space includes capacity for **500 people only**.
- Assignment of day and time.
- Four (4) complimentary registrations. Additional registrations are available for purchase at a discounted rate of \$320 per registrant.
- This year in our virtual format, ASTRO is offering two options: SimuLive or OnDemand.
 - * **"OnDemand"** OnDemand format will include a prerecorded presentation per specifications set by ASTRO that can be recorded with webcam and slides or just slides alone and will not include any live Q&A. Faculty must prerecord their presentations. The session will be released at the day and time selected in your application. After the session, your recording will be available to view OnDemand within 24 hours for the remainder of the meeting on ASTRO's virtual meeting platform. The recording will remain available on the platform until November 30, 2020.
 - * **"SimuLive"** SimuLive virtual session format will include a prerecorded presentation with polling and live text Q&A with faculty per specifications set by ASTRO. Faculty must prerecord their presentations and also be available for the entire scheduled session time in order to moderate and participate in polling and Q&A. The session will be scheduled for a specific day and time. Within 24 hours after the session occurs, your recording will be available on demand for the remainder of the meeting on ASTRO's virtual meeting platform. The recording will remain available on the platform until November 30, 2020.
- Technical support for prerecording of session per specifications set by ASTRO.
- One complimentary Preshow Attendee mailing list. To order this list, please contact **ASTRO Meetings** at meetings@astro.org.
- Industry-Expert Theater listing in the digital Exhibitor Directory, the ASTRO Annual Meeting website, Conference Planner and the ASTRO Annual Meeting app.
- Video and Audio Package capturing each session with links to be provided four weeks post-meeting.

CONTENT DEVELOPMENT

The Exhibitor shall be solely responsible for the development of the content, speaker recruitment and management, and any promotional efforts beyond what is described in the Provided Services section above. ASTRO does not provide logistical support for the Space apart from those services listed in the section "Provided Services."

LIABILITY AND INDEMNIFICATION

The Exhibitor shall be fully responsible for all claims, liabilities, losses, damages or expenses relating to or arising out of the Exhibitor's or Exhibitor's employees, contractors or agents' use of, participation in or acts or omissions related to the Industry-Expert Theater and Exhibitor's obligations thereunder; and the Exhibitor shall protect, indemnify, hold harmless and defend the American Society for Radiation Oncology (ASTRO), and its officers, directors, agents and employees ("ASTRO") from and against any and all such claims, liabilities, losses, damages and expenses (including costs of defending against such); provided that the foregoing shall not apply to any injury, loss or damage caused by or resulting from the willful misconduct of ASTRO or one or more of its officers, directors, agents or employees. The Exhibitor further waives any claim against ASTRO or its officers, directors, agents or employees arising out of the oral or written publication or republication of any statement made in connection with the 2020 ASTRO Annual Meeting by anyone who is not an employee of ASTRO concerning the Exhibitor's Industry-Expert Theater, products or services.

In case any part of the Exhibitor's Industry-Expert Theater is impeded or damaged so as to prevent ASTRO from permitting an Exhibitor to occupy assigned space during any part or the whole of the Space period, or in case occupancy of assigned Space during any part or the whole of the Space period is prevented by a strike, an act of God, a national emergency or other cause beyond the control of ASTRO or Exhibitor, then the Exhibitor will be charged for the Space on a prorated basis only for the period during which ASTRO is able to provide Exhibitor access to occupy the assigned Space.



ASTRO'S 62ND ANNUAL MEETING OCTOBER 25-28, 2020

2020 ANNUAL MEETING INDUSTRY-EXPERT THEATER CONTRACT TERMS (Page 2 of 2)

SECURITY AND INSURANCE

Exhibitor assumes sole responsibility for the content, acts and omissions associated with its Industry-Expert Theater. ASTRO shall not be liable for any damage, loss, or injury to Exhibitor, or Exhibitor's employees, contractors or agents or to their rights or property.

The Exhibitor shall, at its sole cost and expense, procure and maintain through the term of this Contract, comprehensive general liability insurance against all claims for bodily injury or death and property damage and loss occurring in or upon, or resulting from, or arising out of or related to the virtual space/opportunity purchased by Exhibitor. Such insurance shall comply with the requirements set forth in the *2020 Annual Meeting Exhibitor Rules, Regulations and Policies: Virtual Event*, available online at www.astro.org/rules.

PHOTOGRAPHY, VIDEOTAPING AND RECORDING

All photographing, filming, taping, recording, reproducing, imaging or capturing in any medium now known or hereafter devised, including, but not limited to via the use of mobile devices, hereinafter referred to as "Capturing," of the Industry-Expert Theater space, content, material, presentation, attendees or Exhibitors, Exhibit Hall or exhibits, including any display or equipment, is prohibited, except as allowed with the written consent of ASTRO. All photographing, filming, taping, recording, reproducing, imaging or capturing in any medium now known or hereafter devised, including, but not limited to via the use of mobile devices, hereinafter referred to as "Capturing," of the Industry-Expert Theater space, content, material, presentation, attendees or Exhibitors, Exhibit Hall or exhibits, including any display or equipment, is prohibited, except as allowed with the written consent of ASTRO. Exhibitor agrees to comply with all photography/videography requirements set forth in the *2020 Annual Meeting Exhibitor Rules, Regulations and Policies: Virtual Event*, available online at www.astro.org/rules.

PROMOTIONAL, MARKETING MATERIALS AND DISCLAIMER SLIDE

All promotional and marketing materials must contain the following statement: "The Industry-Expert Theater content and views expressed therein are those of the Exhibitor and not of ASTRO." Exhibitor agrees to display a disclaimer slide in accord with ASTRO specifications that includes that same statement regarding content and views, at the beginning of the Industry-Expert Theater presentation.

USE OF ASTRO NAME AND LOGOS

The name American Society for Radiation Oncology, the acronym ASTRO and the ASTRO logo are registered trademarks of the American Society for Radiation Oncology. Use of the aforementioned in conjunction with promotional materials, advertisements, email marketing, company websites, endorsements, statements, contests and/or awards is strictly prohibited. In addition, Exhibitor is not permitted to use the name American Society for Radiation Oncology or the acronym ASTRO in a company website address, email signature/tag line, etc.

Exhibitors may be able to use the ASTRO Annual Meeting show logo provided that advance written permission is received from ASTRO. If you would like to use the ASTRO Annual Meeting Show logo or have questions regarding [ASTRO's logo usage policy](#), please contact permissions@astro.org.

DISTRIBUTION OF MATERIALS

Advertising, marketing, promotional activities, signage and the distribution of product promotion material, product specific advertisement and other types of Exhibitor collateral is strictly limited to within the Exhibit Booth in the Exhibit Hall or other venues approved in writing in advance by ASTRO. Violation may result in expulsion from the Exhibit Hall, cancellation of Exhibitor's Industry-Expert Theater, loss of all priority points earned in 2020 and possible prohibition from participating in future ASTRO events.

POLICIES

Exhibitor agrees to adhere to the terms set forth in these Contract Terms, as well as the *2020 Annual Meeting Exhibitor Rules, Regulations and Policies: Virtual Event* that are available online at www.astro.org/rules. In addition, Exhibitor agrees:

1. The Exhibitor's activities must be confined to its assigned space(s). Exhibitors may not enter another company's Industry-Expert Theater without invitation.
2. The Exhibitor is responsible for compliance with all applicable laws related to its activities or those of its employees, contractors and agents.
3. ASTRO has the right, in its sole discretion, to refuse an Exhibitor on the grounds of unethical or uncooperative behavior, infraction of Industry-Expert Theater Terms or Rules, or other noncompatibility with the event. ASTRO reserves the absolute right to regain possession of any space by refunding to the Exhibitor the prorated amount paid for the space.
4. The Exhibitor will ensure that it, as well as any of its employees, contractors or agents, properly safeguard and handle any personal information obtained or perceived in the course of their activities for the Industry-Expert Theater, in compliance with applicable privacy laws, and only obtain and use personal information as allowable under these terms and all applicable law.
5. Orderly conduct is required of all persons in the Exhibitor's Industry-Expert Theater and space. ASTRO has the right to remove disorderly persons in its sole discretion.
6. ASTRO has the right, in its sole discretion, to refuse an Exhibitor on the grounds of unethical or uncooperative behavior, infraction of Industry-Expert Theater Terms or Rules, or other noncompatibility with the event. ASTRO reserves the absolute right to regain possession of any space by refunding the Exhibitor the prorated amount paid for the space.

NON-COMPLIANCE

Violation of any terms of the Contract may result in consequences to be determined by ASTRO in its sole discretion, including by not limited to, Exhibitor being ineligible for a "preferred" booth space or an Industry-Expert Theater for the following meeting, expulsion from the Exhibit Hall and/or space, cancellation of Exhibitor's Industry-Expert Theater, loss of all priority points earned in 2020 and forfeiture of Fee and liability for other fines and damages.

AMMENDMENT

ASTRO reserves the right to amend or change any of Industry-Expert Theater Terms or Rules. In the event of any change to the Industry-Expert Theater Terms or Rules, the most up-to-date versions, available online at www.astro.org/rules, will be controlling.