

Radiance Exhibitor Guidelines

The following Radiance Exhibitor Guidelines applies to Sponsor's participation at the Venue for Radiance. Any capitalized terms used but not defined herein shall have the meaning described in the Sponsor Agreement between HighRadius and the Sponsor.

1. **Assignment of Space:** Space within Radiance shall be assigned by HighRadius in its sole discretion for Radiance and for the Radiance dates only. The assignment of space does not imply that similar space will be assigned for future Radiance events. HighRadius reserves the right to change the floor plan or to move a sponsor to another location prior to or during the Radiance for any or no reason. The standard Radiance sponsorship package includes the space selected and approved as set forth in the Sponsorship Agreement. Sponsor shall not assign, sublet, or share all or any portion of the allocated exhibit space nor assign or transfer any of its rights or obligations under this Agreement without prior written permission from HighRadius at its sole discretion. Sponsor acknowledges that such assignment, subletting, or sharing shall be construed as a material breach resulting in the removal of Sponsor and Sponsor's exhibit and exhibit materials from the Venue and forfeiture of all fees paid.
2. **Installation, Dismantle and Damage:** Sponsor will be provided reasonable time to erect and dismantle its exhibits. HighRadius will remove exhibit materials not removed from the Venue by the Sponsor at Sponsor's expense. Sponsor shall be fully responsible for any costs to repair or replace property at the Venue damaged, defaced, or lost during the dates of Radiance to the extent attributable to Sponsor's use of the Venue. Sponsor shall be liable to HighRadius and/or the Venue for the cost of repairing any damage to any portion of the Venue or any property located at the Venue caused by Sponsor in connection with Radiance. Further, if Sponsor stays at the Venue beyond the designated time of 10pm on Wednesday February 26, 2025, HighRadius reserves the right to charge Sponsor an additional hourly rate up to \$13,000 per hour for the occupation of the area. Fees for a breach of the Move-Out Time will be invoiced within 30 days after Radiance and due upon receipt.
3. **Change of Space:** In the event HighRadius elects to exercise its right to change Sponsor's exhibit space, Sponsor will be notified of its newly assigned space. HighRadius will make reasonable efforts to ensure that any reassignment will be to an exhibit space, which is of the same general style and size as Sponsor's original space. If a reduction in space to Sponsor's exhibit space is, in HighRadius' opinion, necessary, Sponsor will be reimbursed on a pro-rata basis.
4. **Use of Venue:** Sponsor shall at all times maintain the decorum appropriate to a professional place of business while using the Venue and while at Radiance, and will abide by all applicable governmental laws, ordinances, orders, directions, rules and regulations and abide by all rules and regulations as are adopted and revised from time to time by HighRadius or the Venue. Sponsor shall not take any action that would cause an increase in premiums of any of the Venue's insurance policies. HighRadius and the Venue reserve the right to exclude or eject any and all unruly, rowdy, intoxicated, or disruptive persons, or persons failing to comply with the Venue's rules and/or policies, from Radiance without liability and Sponsor shall be fully responsible for any damages, costs or expenses, direct or indirect, incurred by the Venue in

connection with such disruptive or inappropriate behavior and/or ejection of Sponsor's personnel. Sponsor shall only be allowed in those areas of the Venue designated for use by Sponsor.

5. **Sponsor Amenities:** Only the Sponsor will be entitled to any additional complimentary items, if any, offered by HighRadius to the Sponsor.
6. **Radiance Badges:** Sponsor personnel must wear Radiance identification badges while at the Venue.
7. **Available Services:** On behalf of the Radiance sponsors, HighRadius has designated official event contractors to provide Radiance services on an exclusive basis, including: moving, rigging, furniture, booth and floor decorations, signs, photographs, and telephone services. Service companies other than the official contractors will not be allowed to perform any of these exclusive services. All vendors providing services must be pre-approved by HighRadius. HighRadius assumes no responsibility or liability for any of the services performed or materials delivered by the foregoing persons, parties and organizations. Rules and regulations for union labor are made by the local unions and these regulations may be changed at any time. Where union labor is required because of building or contractor requirements, Sponsor agrees to comply with the regulations.
8. **Signage, Décor, Audio Visual:** HighRadius reserves the right to approve all signage, staging, props and décor. No signs, banners or décor can be affixed to any facility surfaces at any time. HighRadius reserves the right to prohibit the erection of props or free-standing display items in the facility. Balloons are not allowed in the Venue. No wheels on carpet, tile, in guest elevators, or through major entry doors. Carpeting is required for exhibit/tradeshow booths on platforms and concourse.
9. **Food & Beverage:** Sponsor is required to honor the contract with the Venue for the provision of food and beverage as such all food and beverage shall be under the sole control of the Venue. Any request for food and beverage shall go through HighRadius who will then make arrangements with the Venue, all costs shall be the responsibility of the requesting Sponsor.
10. **Safety:** All display materials used for decoration must be flameproof. Displays that do not pass fire safety inspection will be ordered closed until such fire hazards are corrected against further danger of fire. All electrical equipment or devices used in or about an exhibit must be in good operating condition and able to pass fire and/or electrical inspections. Extra materials stored in Sponsor's exhibit space must not block access to the exhibit or cover electrical wires or outlets. Sponsor shall cooperate responsibly with local ordinances and Venue management rules regarding health, fire prevention and public safety. If inspection of Sponsor's booth discloses a failure to comply with any applicable law, code or regulation, or if HighRadius determines that all or any part of an exhibit presents a fire hazard or other danger, HighRadius may cause the removal of all or a portion of such exhibit at Sponsor's expense. Under no circumstances may the weight of any equipment or exhibit material exceed the Venue's maximum floor load.

Sponsor accepts full and sole responsibility for any injury or damage to property or persons resulting from failure, knowingly or otherwise, to distribute the load of its exhibit material in conformity with the maximum floor load specifications.

11. **Security:** Venue will provide guard service to the general Venue during the hours when the exhibit area is closed. However, Sponsor is solely and fully responsible for its own exhibit material and other property at all times, regardless of its location. Any request for additional security shall go through HighRadius who will then make arrangements with the Venue, all costs shall be the responsibility of the requesting Sponsor. Neither HighRadius or Venue management, nor their agents or representatives will be responsible for any injury, loss or damage that may occur to Sponsor or to Sponsor's employees, sub-contractors or agents, or the property belonging to any such party. Sponsor shall obtain, at its own expense, adequate insurance against any such injury, loss or damage. Anyone visiting, viewing or otherwise participating in Sponsor's exhibit space is deemed to be the invitee or licensee of Sponsor, rather than the invitee or licensee of HighRadius. Sponsor is solely liable for any injury to its property or to persons participating in the exhibit or its invitees and guests, or any party or individual(s) designated by Sponsor as its agent(s), and assumes full responsibility and liability for acts and omissions of its agents, employees or independent contractors, whether acting within or without the scope of their authority, and agrees to hold harmless HighRadius and the Venue from responsibility or liability resulting directly or indirectly from such acts or omissions. Sponsor shall provide a list of its employees or independent contractors, invitees, guests, or any party or individual(s) entering the Venue in connection with Sponsor's participation in Radiance in any capacity.
12. **Smoking:** Smoking is not permitted anywhere on or around the Venue, this includes tobacco, vaping, or the smoking of any other substance.
13. **Insurance:** Sponsor agrees to purchase and maintain, at least thirty (30) days prior to the Event date, the following minimum insurance coverage: Sponsor must obtain, and continuously maintain, at its own expense, and require each of its own contractors to obtain and maintain, the following insurance policies: (i) if Sponsor's and/or Sponsor's vendors' employees will be in the Venue area , workers' compensation insurance (or its equivalent in the country in which it operates) in compliance with state statutory laws, covering employees, volunteers, temporary workers and leased workers, including employers' liability with limits of \$1,000,000 each accident, \$1,000,000 disease (each employee), and \$1,000,000 disease (policy limit); (ii) an Insurance Services Office (or its equivalent) occurrence-based commercial general liability insurance policy, providing coverage for bodily injury and property damage, personal and advertising injury including damage to premises licensed to Sponsor, and contractual liability with limits of \$1,000,000 each occurrence and \$5,000,000 general aggregate (iii) umbrella or excess liability insurance with a limit of not less than \$4,000,000 per occurrence in excess of \$1,000,000; and (iv) if Sponsor and/or Sponsor's vendors will have at least one (1) automobile in the Venue area , automobile liability insurance, covering hired automobiles, with a minimum combined single limit of \$1,000,000 each accident. All insurance policies must be issued by a commercially acceptable insurance carrier in the insurance industry. ASM Global Parent,

Inc., LV Stadium Events Company, LLC, Clark County Stadium Authority, The Oakland Raiders, a California limited partnership, Raiders Football Club, LLC, HighRadius Corporation, and each of their subsidiaries or affiliated entities, any entity which, now or in the future, controls, is controlled by, or is under common control with HighRadius and the Venue, and its and their directors, officers and employees ("Additional Insureds") must be named as additional insureds on the Commercial General Liability Policy, and, if applicable, the Commercial Automobile and Umbrella Liability Policies. Additional insured coverage shall be extended to include products-completed operations coverage.. Sponsor's liability policies shall include no exclusion for claims by employees of any of Sponsor's contractors. Further, coverage for the Additional Insureds shall apply on a primary and non-contributory basis irrespective of any other insurance, whether collectible or not. No policy shall contain a self-insured retention. No policy shall contain a deductible in excess of \$2,500.00 and any/all deductibles shall be the sole responsibility of the Sponsor and shall not apply to Additional Insureds. All policies shall be endorsed to provide a waiver of subrogation in favor of the Additional Insureds. Sponsor shall provide HighRadius with at least thirty (30) days' written notice if any of the required policies are cancelled or not renewed. Sponsor shall furnish HighRadius with certificates of insurance evidencing compliance with all insurance provisions noted above prior to the commencement of the use of the premises. Sponsor shall provide HighRadius with copies of its insurance policies and/or endorsements upon request. If any of the required policies are written on a claims made basis, Sponsor shall maintain such coverage for a period of three (3) years after termination of the Agreement and provide evidence of such coverage on an annual basis during the three (3) year period. The insurance requirements set forth will in no way modify, reduce, or limit the indemnification herein made by Sponsor. Any actions, errors or omissions that may invalidate coverage for Sponsor shall not invalidate or prohibit coverage available to the Additional Insureds. Receipt by HighRadius of a certificate of insurance, endorsement or policy of insurance which is more restrictive than the contracted for insurance shall not be construed as a waiver or modification of the insurance requirements above or an implied agreement to modify same, nor is any verbal agreement to modify same permissible or binding. Sponsor understands that none of HRC, the Venue or Venue management maintains insurance covering the Sponsor's property and it is the sole responsibility of the Sponsor to obtain such insurance. Sponsor is responsible for any and all damages caused by Sponsor or Sponsor's agents, employees, invitees or guests. At the sole approval of HRC, if Sponsor expects to conduct additional activities in connection with the Event, HRC reserves the right to require additional limits based on the scope of such activities.

14. **Photography/Videography:** Venue's photographer and video operator may take photographs and video during Radiance for Venue's promotional purposes.
15. **Filming and Video Recording Rights; Electronic Messages:** From time to time, photographs, motion pictures and/or video recordings may be made in the Event facility, which recordings may include (without limitation) images of Sponsor, its employees, agents and related merchandise and displays. Sponsor may not hinder, obstruct or interfere in any way with such photography or recordings whether by HRC or the Venue, their respective agents, attendees or other suppliers, and hereby consents to HRC's and the Venue's use of such recordings for commercial purposes.

For the purposes of HRC carrying out its performance obligations under this agreement, Sponsor hereby grants HRC and the Venue a perpetual, nonexclusive, royalty-free, worldwide license (a) to use, display, publish, distribute, digitize, copy, perform, license, sublicense, transfer, make available or transmit any photographs or images provided by Sponsor hereunder, and (b) to use Sponsor's trademarks, service marks, logos, trade names, copyrighted content, hypertext links, domain names, icons, buttons, banners, graphic files and images. By signing this Agreement, Sponsor authorizes HRC to provide contact information including address, phone number, fax number, and contact person to any service vendor contracted to conduct work for HRC for the Event.

16. **Drayage:** Sponsor is responsible for transporting any equipment or boxes it brings into the facility or has shipped to the facility. Any information regarding equipment or boxes must be communicated to HighRadius at least five (5) days prior to the Event. Sponsor will incur a per box fee if HighRadius staff members are utilized to store and/or move any equipment or boxes.
17. **Modifications:** HighRadius reserves the right to modify these Radiance Exhibitor Guidelines at any time in its sole discretion upon commercially reasonable written notice to Sponsor.