

Cancellation Language for Exhibitors/Sponsors

1. *Cancellation.*

- a.** SCCM may cancel the in-person annual meeting for any reason, at any time, for a reason beyond SCCM's Control. Reasons not within SCCM's control shall include, but are not limited to, acts of God, war, terrorism, government orders or regulations, court order, disaster, weather catastrophes, oil spills, strikes or other labor disputes, civil disorder, fire, flood, curtailment of transportation facilities, World Health Organization (WHO) or governmental restrictions on travel, transportation or gatherings, epidemics/pandemics, public health emergencies, inability to secure sufficient labor, loss of lease or other termination by the host, municipal, state or federal laws (each a "Force Majeure").

Exhibitor understands and agrees that all losses and damages which it may suffer as a consequence from SCCM's cancellation and/or change to the event is the responsibility of the Exhibitor and not that of SCCM or its directors, officers, employees, agents, or subcontractors.

Exhibitor, as a condition of being permitted by SCCM to be an Exhibitor at the Critical Care Congress, agrees to indemnify and hold harmless SCCM or its directors, officers, employees, agents or subcontractors from any and all loss, which Exhibitor may suffer as a result of show cancellation, duration, delay or other alterations or changes caused in whole or in part by any reason outside SCCM's control. SCCM shall not be responsible for delays, damage, loss, increased costs, or other unfavorable conditions arising by virtue of a cause or causes not within the control of SCCM.

SCCM may cancel, shorten, delay, or otherwise alter or change the event or events under this Agreement due to Force Majeure. If it does so, Exhibitor understands and agrees that all losses and damages which it may suffer as a consequence thereof are its responsibility and not that of SCCM or its directors, officers, employees, agents or subcontractors.

SCCM will not be responsible for any other damages, such as direct, indirect, consequential or incidental damages in connection with cancellation of the Event.

2. *Effect of Termination.*

- a.** If the in-person event has been cancelled and/or SCCM elects to hold a virtual event in its place, the Company may seek a refund, move its funds to the virtual event, or be given a credit for the Annual Critical Care Congress in 2023. Exhibitor must alert SCCM to its choice within fourteen (14) days of the notice of cancellation of the in-person event.
- b.** If Exhibitor requests a refund of the exhibit fee, then the refund will be payable within 90 days of the date of cancellation by SCCM.