



AGREEMENT TERMS AND CONDITIONS

The parties to this document agree as follows:

- 1) The Institute for Ocean Research Enterprise (IORE) is the duly authorized representative of COVE for the purpose of this Agreement.
- 2) Demonstration and product displays are conducted for the sole purpose of demonstrating the capabilities of particular item(s). IORE reserves the right to cancel or stop the demonstration at any time.
- 3) Demonstrations are conducted by an authorized representative of the Demonstrator. The Demonstrator is responsible for the health and safety of their personnel and event attendees. COVE personnel will not demonstrate nor endorse the Demonstrator's product.
- 4) Demonstrators will have sole responsibility for furnishing all supplies and equipment necessary to accomplish the demonstration, display, or service. Any changes to the above outlined demonstration, equipment, associated rentals or logistics, dates and times must be approved by IORE, failure to do so will result in Demonstrator's removal from the event.
- 5) On occasion, it may be desirable for COVE to furnish certain supplies and/or equipment to support demonstrations. In the event assets are furnished,
 - a) the Demonstrator shall maintain adequate control of the property in accordance with sound practice.
 - b) Unless otherwise provided for in this agreement, the Demonstrator assumes the risk of, and shall be responsible for, repairing, replacing, or fully reimbursing IORE for any damage or loss incurred while the supplies and/or equipment are in the Demonstrator's possession or use.
 - c) For the demonstration to be performed under this agreement, COVE will provide N/A
- 6) COVE assumes no cost or obligation, expressed or implied, for damage to, destruction of, or loss of any Demonstrator-provided equipment or material used in the demonstration. All risk of loss, destruction and/or loss of property brought onto the COVE site by Demonstrator shall be solely at the risk of the Demonstrator.
- 7) Demonstrator acknowledges and agrees that the property is used on an "as is" basis and the property owners make no representation or warranties of any kind whatsoever regarding the conditions of the property. Use of the property shall be at Demonstrator's risk.
- 8) Indemnification and Insurance
 - a) In return for the opportunity to demonstrate the capabilities of item(s) detailed above, the Demonstrator agrees to fully protect, indemnify, and hold harmless IORE from and against all claims, actions, causes of action, or liabilities, including reasonable attorney's fees, arising out of or resulting from any act or omission undertaken or committed by Demonstrator or any of its contractors pursuant to the performance of this agreement.
 - b) Demonstrator agrees to carry, at its own cost, insurance sufficient for the foregoing as well as commercial general liability (CGL) insurance, including blanket contractual liability and broad form property damage, with limits of not less than two million dollars (\$2,000,000) combined with single limit for bodily injury and property damage for each occurrence. All CGL insurance shall designate IORE and its employees as an additional insured, and Demonstrator shall furnish certificates and endorsements to IORE evidencing adequate proof of the foregoing insurance. All such insurance must be primary and required to respond and pay prior to any other available coverage.
 - c) The Demonstrator will not ask COVE or an individual attendee to sign a hold harmless or indemnification agreement of those participating or attending the demonstration. If the Demonstrator believes that attendees must sign any such agreement or waiver, the document must be provided for legal review along with this Demonstrator Agreement (if none, write "none").
- 9) Publicity and Marketing
 - a) Demonstrator grants COVE the right to display Demonstrator's company name and logo and demonstration description in exhibit signage, social media posts, and promotional materials. Any other use of Demonstrator's name or logo by COVE shall require Demonstrator's permission which Demonstrator agrees to not unreasonably withhold.
 - b) COVE shall use reasonable efforts to publicize the Event and all demonstrations, including the demonstration, for the purpose of exhibiting new services and technologies that can be offered in the Ocean Tech sector. Demonstrator agrees to submit all press releases or similar material related to the Event to COVE for review and editing prior to publication.

COVE may record all or portions of the Event, including the demonstration. In the event of such recording of this demonstration, Demonstrator hereby consents to the recording and duplication by COVE of the demonstration provided at this Event. COVE may publish, distribute and use such recordation and duplication, provided COVE provides Demonstrator with a copy of such recordation or duplication prior to publication or distribution, and receives Demonstrator's prior written approval for such publication or distribution, which approval Demonstrator may withhold in its reasonable discretion. In addition, Demonstrator hereby releases and indemnifies COVE, its employees, directors, officers and agents for any claims that are solely and directly attributable to the demonstration and that arise out of such recordation, duplication, publication, distribution and use including, but not limited to, any claims for libel, slander, invasion of privacy, misappropriation of trade secrets or infringement of intellectual property.