



# Association for Pathology Informatics

## Virtual Exhibitor Application for VIRTUAL PATHOLOGY INFORMATICS SUMMIT 2021

<b>Course Name:</b>	Pathology Informatics 2021	
<b>Course Date:</b>	May 5-7, 2021	
<b>Venue:</b>	CVENT online event	
<b>Conference Director:</b>	J. Mark Tuthill, MD	
<b>Conference Co-Director:</b>	Ulysses J. Balis, MD	
<b>Administrative Contact:</b>	Nova Marie Smith	
<b>Exhibit Costs</b>	\$9,000	Diamond Level
	\$7,000	Platinum Level
	\$ 5,000	Gold Level
	\$2,500	Silver/Non-Profit

This Virtual Exhibitor Application is entered into as of this date, \_\_\_\_\_, between the Association for Pathology Informatics, Inc. (herein, "API") and \_\_\_\_\_ for the purpose of exhibiting at the VIRTUAL Pathology Informatics Summit 2021 on May 5-7, 2021 using CVENT Technology's online Virtual Exhibitor Hall (herein and in the Terms and Conditions, the "CEH"). This form is not for use in the provision of a grant.

**(Please Type or Print Legibly)**

COMPANY INFORMATION. As it should appear in the online materials (i.e., virtual exhibit hall and web site). PLEASE PRINT.

Company Name:		
Headquarters' Address:		
City:	State:	ZIP:
Telephone Number:	Fax Number:	
E-mail Address:		
Web Address:		

\*CONTACT INFORMATION (REQUIRED)

Administrative Contact Name:		
Contact Address:		
City:	State:	ZIP:
Telephone Number:	Cell Phone Number:	Fax Number:
E-mail Address:		
Web Address:		

**VIRTUAL EXHIBIT BOOTH**

- \_\_\_\_\_ \$9,000 (Diamond Level)
- \_\_\_\_\_ \$7,000 (Platinum Level)
- \_\_\_\_\_ \$5,000 (Gold Level)
- \_\_\_\_\_ \$2,500 (Silver Level/Non-Profit)

**Payment:** All applications/contracts submitted must include full PAYMENT (Check applicable box).

\_\_\_\_\_ Check                      \_\_\_\_\_ Credit Card

METHOD OF PAYMENT

**Personal checks, company checks, and credit cards are acceptable forms of payment of the exhibit fee. Payment must be received within 30 days of API’s receipt of the signed contract unless other arrangements are made with API.**

Checks

Make payable to: **Association for Pathology Informatics**

Mail to: Association for Pathology Informatics  
PO Box 90319  
Pittsburgh, PA 15224

Credit Cards

Contact Nova Smith at [nova.smith@pathologyinformatics.org](mailto:nova.smith@pathologyinformatics.org) to pay by credit card/electronic invoice.

TERMS AND CONDITIONS

By submitting this Application, the undersigned agrees to all of the Terms and Conditions attached hereto for this event. This Application is made by the undersigned, an authorized signatory of the above-listed company, and upon approval by the Association for Pathology Informatics, Inc., constitutes a binding contact with the Association for Pathology Informatics, Inc.

In addition to the Terms and Conditions set forth by API within this Application, the undersigned agrees to comply with the use of API’s third party online exhibitor, “CVENT”. The undersigned, in submitting this Application, will comply with the Customer Use and Support provisions of the attached Terms and Conditions of CVENT.

\_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_  
Authorized Company Representative’s Signature

**Return the Application by PDF via email to:**

**E-mail:** [nova.smith@pathologyinformatics.org](mailto:nova.smith@pathologyinformatics.org)

**NOTE: Please contact Nova Smith if your company requires an invoice or W9 to process payment**

Approved by:

Association for Pathology Informatics, Inc.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

## General Terms and Conditions

1. **Application and Eligibility.** Application for exhibit space must be made on the printed form provided by the Association for Pathology Informatics, Inc. (hereinafter called "API"), contain the information requested, and be executed by an individual who has authority to act for the applicant. Exhibit contents will be limited to only the company listed on the application, and are subject to approval by API for accepted and acknowledged efficacy and commercial availability. API may reject the application of any company whose goods or services are not compatible, in the sole discretion of API, with the educational character and objectives of the Summit Meeting or mission of API. API may also prohibit, restrict and/or evict exhibits which are, in the sole discretion of API, objectionable for any reason including, but not limited to, danger, noise, safety, method of operation, objects on display and/or method of display. In the event an application is not accepted, any paid fees will be returned.
2. **Payment Dates.** No virtual exhibit space will be reserved until API receives payment accompanied by a signed application. Payment must be received within 30 days of API's receipt of the signed contract. Virtual exhibit space is subject to availability based on time of commitment, on a first come, first serve, basis.
3. **Cancellation.** In the event that the exhibitor notifies API of its intent to cancel the contract after approval by API but prior to April 15, 2021, a full refund will be received if payment has been made or the payment will be waived if not yet received, less a \$250 administrative cancellation fee due for ALL cancellations. No refunds will be made for cancellations accepted on or after April 15, 2021. If for any cause beyond the control of API – such as, but not limited to, the destruction of the meeting/exhibit facilities by an Act of God, the public enemy, authority of the law, fire, or other force nature – API is unable to comply with the terms of this contract and deliver the exhibitor benefits described, this contract shall be considered terminated and any payments made hereunder by the exhibitor shall be refunded to the exhibitor, less expenses incurred by API to the date of the termination allocable to the exhibitors after proration thereof among all exhibitors.
4. **Exhibitor Benefits.** Exhibitor benefits, including but not limited to presentations, banners, roundtable presentations, promotional communications, advertising and virtual exhibitor booths, will be assigned by API according to the date on which the application and payment are received. In regard to the exhibitor benefits, API reserves the right to assign them other than the choice requested, if necessary, and the right to rearrange the schedule of presentations, advertising, material and/or exhibits.
5. **Virtual Exhibit Booth Set Up –** All virtual exhibit booths must be set up on CVENT's Exhibitor Portal by **10 AM on Tuesday May 4, 2021**. Virtual Exhibit Booths must comply with the "Exhibitor Portal Guide" and "Virtual Booth Guide" as provided by virtual Vendor, CVENT. Information regarding the Exhibitor Portal and Virtual Booth will be provided upon submission of the Virtual Exhibitor Application to API, or upon request to API in advance of submission of the Virtual Exhibitor Application to API.
6. **Special Visual and Sound Effects.** Audiovisual and other sound and attention-getting devices and effects will be permitted only in the virtual exhibitor booths and only in such intensity as in the sole opinion of API does not interfere with the activities of the attendees of the conference and other exhibitors. Operation of equipment being demonstrated may not create noise levels objectionable to attendees, API, in its capacity as host of the conference, or to other exhibitors involuntarily exposed to such equipment. Each exhibitor assumes all responsibility for the use of any and all copyrighted, licensed, or patented materials including, but not limited to, music, video, or printed materials which may be protected under the laws of the United States of America. Each exhibitor is solely responsible for securing any and all appropriate rights to use such materials and for the payment of any and all royalties, license fees or other amounts associated with the use of such materials.
7. **Unions and Contractors.** Each exhibitor shall set up, display, and use its virtual exhibitor booth only in compliance with CVENT's policies and terms of use. Each exhibitor agrees to abide by and comply with all rules and regulations imposed by CVENT or with authorized contractors engaged by API.
8. **Shipping Instructions.** Information on shipping methods and rates will be sent to each exhibitor by the API as host of the conference.
9. **Miscellaneous.** API shall have the sole authority to interpret and enforce all terms and conditions governing

exhibitors and this meeting. Any and all matters not specifically covered herein are subject to decision by API. These terms and conditions may be amended at any time by API upon written notice to all exhibitors. The exhibitor expressly agrees to be bound by the terms and conditions set forth herein and by any amendments thereto adopted by API from time to time. This contract shall be interpreted under the laws of the United States and the Commonwealth of Pennsylvania.

10. The Americans with Disabilities Act ("ADA"). Each exhibitor is required to comply with all provisions of the ADA, including, without limitation, arranging its exhibit so as to be accessible to all persons covered by the ADA.
11. Compliance with laws. Each exhibitor assumes all responsibility for compliance with all pertinent laws, ordinances, regulations and codes of duly authorized local, state and federal governing bodies including, but not limited to, fire, safety, environmental and health laws, regulations, ordinances, or codes, together with the rules and regulations of the Venue and API.
12. Severability. The invalidity or unenforceability of any of the covenants, phrases or clauses in these Terms and Conditions shall not affect the validity of the remaining portions hereof, but these Terms and Conditions shall be construed as if such invalid covenant, phrase or clause had not been contained herein.

**CVENT EVENT CLOUD TERMS OF USE  
CUSTOMER'S USE, SUPPORT AND SECURITY**

The following terms and conditions are selected portions of the "CVENT EVENT CLOUD TERMS OF USE" as relevant to the Applicant in participating in the Virtual Pathology Informatics Summit:

**1 CUSTOMER'S USE**

1.1 **Acceptable Use.** Cvent does not monitor or police the content of communications or Customer Data transmitted through the SaaS Solutions, and Cvent is not responsible for the content of these communications or transmissions. Customer shall use a SaaS Solution exclusively for authorized and legal purposes, consistent with all applicable laws and regulations and Cvent's Privacy Policy located at <http://www.cvent.com/en/privacy-policy.shtml> (the "Privacy Policy").

1.2 **Restrictions.** Customer shall not (i) license, sublicense, sell, resell, transfer, rent, lease, assign (except as provided in Section 13.6 (Assignment)), distribute, disclose, or otherwise commercially exploit or make available to any third party the Products or Services; (ii) copy, record, extract, scrape, modify or make derivative works based upon the Products or Services; (iii) "frame" or "mirror" the Products or Services on any other server or device; (iv) access the Products or Services for any benchmarking or competitive purposes or use the Services for application service provider, timesharing or service bureau purposes, or any purpose other than its own internal use, (v) decompile, disassemble, reverse engineer or attempt to discover any source code or underlying ideas or algorithms of the Products or Services, (vi) remove, obscure or modify a copyright or other proprietary rights notice in the Product Service; (vii) use the Product or Service to send or store infringing, obscene, threatening, libelous, or otherwise unlawful material, including material that violates third party privacy rights; (viii) use the Product or Service to create, use, send, store, or run material containing software viruses, worms, Trojan horses or otherwise engage in any malicious act or disrupt the security, integrity or operation of the Products or Services; (ix) attempt to gain or permit unauthorized access to the Products or Services or related systems or networks, including but not limited to conducting any penetration testing, denial of service attacks, or similar efforts; (x) use the Products or Services other than in compliance with all applicable laws and regulations; or (xi) permit or assist any other party (including any user) to do any of the foregoing.

4.3 **No Spamming or Unsolicited Commercial Email.** Customer will not use the Services for illegal activities or junk mail, chain letters, pyramid schemes, phishing, "spam" or other unsolicited emails to any person who has not given specific permission to be included in such a process. Without limiting the generality of the foregoing, Customer is required to comply with the United States' Controlling the Assault of Non-Solicited Pornography And Marketing Act of 2003 ("CAN-SPAM Act"), and the rules and regulations promulgated thereunder. All email messages sent from Cvent, including invitations, reminders and confirmations, must include Customer's identity as the sender, contain a valid physical posting address, an "unsubscribe" link that allows subscribers to remove themselves from Customer's email messages, notice that the message is an advertisement or solicitation, and otherwise comply in all other respects with applicable law. Customer will actively manage, and process unsubscribe requests received by it directly as soon as reasonably practicable and no later than ten (10) days after submission and update its email lists and address books to reflect the unsubscribe requests. Cvent reserves the right to immediately suspend or terminate Customer's access to the Services in the event of Customer's violation of this Section 4.3. Customer is still responsible for full payment of its Order Form even if its access to the Services is terminated in accordance with this Section 4.3.

4.4 **Breach by Authorized User.** Any failure by an authorized user to comply with this Agreement is deemed to be a breach by Customer, and Cvent shall not be liable for any damages incurred by Customer or any third party resulting from such breach. Customer shall immediately take all necessary steps, including providing notice to Cvent, to effect the termination of an access ID for any authorized user if there is any compromise in the security of that access ID or if unauthorized use is suspected or has occurred.

4.5 **Server Location.** Customer acknowledges that Cvent has servers located in the United States and Europe only and that the SaaS Solutions are not intended to be used by Customer or third parties in any country which requires an individual's personal data to remain on servers located in that country. Without limiting the generality of the foregoing, the Services provided hereunder are not intended for use by citizens of the Russian Federation who reside in Russia. Customer represents and warrants that it will use the Service in compliance with all such applicable data privacy localization requirements. The Customer acknowledges and agrees that any use of the Services by Customer within the People's Republic of China, including Hong Kong and Macau (collectively, "China") carries certain inherent risks

associated with government rules and regulations and business environment, including but not limited to access (and interruption) to telecommunication or internet services and data privacy and localization requirements. Accordingly, Customer acknowledges and agrees that its use of the Services within China is at its sole risk and Cvent's: (i) failure or inability to provide any of the Services in China; or (ii) transfer of personal data of Chinese residents and citizens outside of China, shall not constitute a breach of the Agreement (including SLAs, if any) and in no event shall Cvent be liable to Customer for any damages (whether direct, indirect, consequential, punitive special, or otherwise), fines, penalties, credits, rebates, offsets, or any other form of payment arising from Customer's use or inability to use the Services within China. Customer shall indemnify, defend and hold harmless Cvent, its directors, officers, employees, agents and affiliates from and against any and all Claims to the extent that any such Claim is caused by or arises out of Customer's use of the Services within China or in connection with any personal data of Chinese residents or citizens

4.6 **No Protected Information.** Customer acknowledges and agrees that use of the Services does not require Customer to provide any Protected Information to or through the SaaS Solutions and Cvent shall have no liability to Customer or its representatives, users or any other party related to any Protected Information. Customer shall not (and shall ensure that its representatives and users do not) upload, provide or submit any Protected Information to the SaaS Solutions. Cvent may upon notice suspend all or portion of Customer's or its users' access to the SaaS Solutions if Cvent has a good faith belief that Customer or its users has breached the restrictions in this Section.

4.7 **Third Party Content.** Third party data, content, materials or software ("**Third Party Content**") published on the Cvent website or otherwise made available through a SaaS Solution may be subject to third party licenses, and these licenses may be altered or revoked at any time by the applicable third party licensor, and that, provided there is no material reduction of functionality in the Cvent System, removal or alteration of Third Party Content shall not constitute a material breach of this Agreement or any Order Form.

## 2 **SUPPORT.**

2.1 **Obligations.** Support services provided by Cvent as part of a SaaS Solution include technical support and workarounds so that the SaaS Solutions operate in material conformance with the Documentation, and (ii) the provision of updates thereto, if and when available (collectively, "**Support Services**"). For the avoidance of doubt, updates to the SaaS Solutions may include subsequent releases to Products, excluding Developed Materials, and may include bug fixes, patches, error corrections, minor and major releases, non-new platform changes, or modifications or revisions that enhance existing performance. Updates exclude new products, modules or functionality for which Cvent generally charges a separate fee.

2.2 **Exceptions to Support.** Cvent does not provide Support Services with respect to: (i) a SaaS Solution that have been altered or modified by anyone other than Cvent or its licensors; (ii) a SaaS Solution used other than in accordance with the Documentation; (iii) Professional Services, (iv) Developed Materials, (v) errors or malfunction caused by Customer's failure to comply with the minimum system requirement documentation as provided by Cvent or by Customer's use of non-conforming data, or (vi) errors and malfunction caused by any systems or programs not supplied by Cvent.

2.3 **Training.** Customer shall ensure that all users receive initial training services sufficient to enable Customer to effectively use the SaaS Solution. Failure to do so could result in additional fees if service requests are deemed excessive as a result of insufficient training, at Cvent's discretion. In addition, during the Term of this Agreement, Customer agrees that its authorized system users are required to complete online training related to the SaaS Solution purchased hereunder within 30 days of the creation of his or her authorized user ID, and subsequently complete Cvent's free certification within 6 months of the creation of the user ID. If any user fails to complete the foregoing in a timely manner, then Cvent reserves the right to restrict direct support access and/or revoke any discounts granted herein. Training can be found at the following link: <https://cvent.docebosaaS.com/external/learn/mycourses>.

2.4 **Communications.** By executing the Agreement, Customer hereby consents, on behalf of its signatory herein and each of its personnel who is assigned a user ID for access to the SaaS Solution, to receiving email communications from Cvent regarding Cvent products and services, including but not limited to Cvent white papers, webcasts, videos, live events, and other marketing and information materials. Customer understands that its signatory and personnel may withdraw such consent at any time by unsubscribing from such email communications through the links provided therein.

## 3 **SECURITY STANDARDS AND SAFEGUARDS.**

3.1 **Payment Cards.** Cvent shall maintain safeguards against the destruction, loss or alteration of payment card

information that is in the possession of Cvent and stored in a Cvent platform by implementing the applicable information security controls as set out in the then current version of the Payment Card Industry Data Security Standard (“**PCI DSS**”), or the immediately preceding version of PCI DSS to the extent still permitted by PCI authorities.

3.2 **Personal Data.** Cvent shall maintain commercial safeguards against the unauthorized destruction, disclosure or alteration of Customer personal data that is in the possession of Cvent. Upon Customer’s written request, Cvent shall provide Customer with a current copy of its Letter of Attestation with respect to its system architecture and vulnerability from an independent third-party assessor and a summary of SOC-1 (or substantially similar) audit report, as applicable.

3.3 **Data Protection Agreement.** Customer and Cvent shall comply with all applicable privacy laws and regulations and shall provide help and cooperation to the other as is reasonably necessary or requested to comply with these laws and regulations. If a SaaS Solution involves the processing of personal data of data subjects (as defined by applicable data protection legislation) located within the European Economic Area or Switzerland on behalf of Customer, then the Parties agree to execute Cvent’s data protection agreement located at <http://www.cvent.com/en/pdf/data-processing-addendum.pdf>.