

RSNA SPONSORSHIP TERMS AND CONDITIONS

These RSNA Sponsorship Terms and Conditions (these "Terms") describes the terms and conditions of sponsorship recognition and advertising services provided by RSNA.

Scope of Services.

Subject to these Terms, as applicable, RSNA shall provide the sponsorship and advertising opportunity in such size, scope, quantity, and media as specified in the Contract entered into by and between you and RSNA (the "Contract") to which these Terms are incorporated by reference and made a part thereof. By purchasing a sponsorship, you are stating that you agree to be bound by and adhere to these Terms.

The following apply only to the extent the applicable opportunity is purchased as identified in the Contract (the "Services"):

Print Publication Opportunities. The following terms apply to Print Publication Opportunities, unless otherwise expressly agreed to by RSNA in the Contract:

- Provided your invoice is paid within thirty (30) days of receipt, RSNA will apply an agency discount of fifteen percent (15%) for print journals only to recognized agencies.
- Content designed to resemble editorial pages, as determined by RSNA in its sole discretion, will not be accepted.
- RSNA reserves the right to give better position than specified in the order, at no increase in rate.
- Requests for specified position at Run of Press (ROP) rates are given consideration, but no guarantee is made unless the position premium has been provided for in the Contract.
- Cancellations:
 - a. Cancellation of print space order forfeits the right to position protection.
 - b. Cover positions must be canceled with written notice 60 days before the material closing date to avoid a penalty. The material closing date is specific to each publication and issue and will be disclosed to you by RSNA in the Contract.
 - c. All cover positions canceled after the material closing date will be charged a black and white print placement space rate.
 - d. All other print publication opportunities must be canceled with written notice at least ten (10) business days before the material closing date to avoid a penalty.
 - e. Cancellation for print publication opportunities (other than cover positions) after the material closing date will be charged a black and white print placement space rate.
- The Contract wherever possible, should specify a definite schedule of insertions, issues, and sizes of space. If the foregoing are not specified, RSNA may determine the same in its sole discretion.
- The forwarding of a Contract is construed as an acceptance of all the rates and conditions under which promotion is, at the time, sold.
- If more or fewer insertions than specified in the order are used within one year, charges will be adjusted in accordance with established rates.
- RSNA, does not assume liability for errors in the sponsor index, which is provided purely for convenience and as a courtesy to sponsors.

- When change of copy, covered by an uncanceled Contract, is not received by the closing date, copy run in the previous issue will be inserted.
- Any deliberate attempt to simulate a publication's format is not permitted, and RSNA reserves the right to place the word "sponsor" with copy which in RSNA's opinion resembles editorial matter.
- You (or your agency) may request up to two (2) copies of a print journal in which your ad was published.

Digital Opportunities. The following terms apply to Digital Opportunities, unless otherwise expressly agreed to by RSNA in the Contract:

- RSNA does not guarantee impressions or clicks for digital banner ads; nor does it guarantee the number of delivered emails, open rates and banner clicks for e-blasts.
- Creative for digital placements is due the 25th of the preceding month, unless otherwise stated in a communication from RSNA.
- When delivering creative, you should provide the correctly sized banner as a file attachment and linking URL, unless providing a creative tag.
- RSNA will accept third-party creative tags for RSNA.org and online journal placements. All third-party tags are subject to approval by RSNA, which will be granted in RSNA's sole discretion.
- Animated files may not loop more than four times.
- Promotion of online or in-person education in digital banners will be reviewed by RSNA on a case-by-case basis. Provider branding and webinar details should be limited to the landing page where possible.
- Creative and/or link updates may be possible depending on the opportunity and will be reviewed on a case-by-case basis. Please allow up to three (3) business days for new creative to go live.
- Digital reporting metrics and screenshots will be shared the month following the placement date.

Annual Meeting Promotional Opportunities. The following terms apply to Annual Meeting Promotional Opportunities, unless otherwise expressly agreed to by RSNA in the Contract:

- You agree to abide by and be bound by the [RSNA Annual Meeting Exhibitor Rules and Regulations](#), including without limitation, such rules and regulations pertaining to the use of RSNA intellectual property, attendee communications, promotional and marketing events and activities during the Annual Meeting, and photography, videography and event recording.
- In accordance with the guidelines of the Accreditation Council for Continuing Medical Education, unless approved by RSNA, at no time are you allowed to offer CME credit in conjunction with content delivered at the Annual Meeting.
- RSNA strongly discourages you from displaying marketing and promotional information in the public domain (within 30-mile radius of the event) via means outside of RSNA official promotional opportunities, e.g. Banners, billboards, signage or other activities.

Cancellations

- Contracts valued at \$15,000 or more:
 - a. May be cancelled without penalty on or before June 30th.
 - b. Will be charged a cancellation fee equal to fifty percent (50%) of the Contract value if terminated between July 1st and September 1st. Any prepayment more than this amount will be returned to you.
 - c. Will be charged a cancellation fee equal to one hundred percent (100%) of the Contract value if terminated after September 1st.
- Contracts less than \$15,000:
 - a. May be cancelled more than sixty (60) business days of the published closing date without penalty.
 - b. May be cancelled within sixty (60) business days of the published closing date, but no refund will be issued, and the entire value of the Contract shall be due and payable to RSNA.
- Transfer of funds between Contracts may be approved by RSNA, in its sole discretion. Any transfer requests must be made in writing (60) business days before the published closing date. Sponsorship funds may not be transferred to any non-sponsorship opportunities, including exhibit space, meeting suites, registration list rental and others.

Sponsored Education Opportunities. The following terms apply to Sponsored Education Opportunities, unless otherwise expressly agreed to by RSNA in the Contract:

- RSNA does not guarantee attendance (for either virtual or physical presentations), and no refunds will be provided based upon low or no attendance at the event.
- You agree to be bound by and abide by the applicable sponsored education opportunity guidelines, which will be provided to you by RSNA in connection with execution of the Contract, and to which you may be required to acknowledge receipt of in writing.

Except to the extent otherwise agreed to in the Contract or as set forth above, the following apply with respect to all Services:

Intellectual Property.

You grant to RSNA the limited use of your name, logo, trademarks, and copyrights, as used in the content provided to RSNA for publication pursuant to the Contract (individually and collectively, the “Marks”) solely for RSNA’s use pursuant to the Contract. You and your agency (if there is one) each represents that you have the right and authorization to publish any advertisement it has submitted, and that you are fully authorized and licensed to use all content provided to RSNA for publication.

Reservation of Editorial Rights.

- Information describing radiologic equipment, products and services offered by you or your agency must be ethical, educational, professional, and of value in furthering the radiologic evaluation and treatment of patients. All promotional materials should be consistent with the highest standards of professionalism. RSNA reserves the right to reject copy/materials which, in its opinion, are not in good taste, are unprofessional, are inappropriate for a radiology publication, or offer products or services not in the best interests of the patient or RSNA. Acceptance of promotions does not mean endorsement by RSNA of the products or services or the claims made.

- Acceptance of promotions for any product or service is subject to investigation of the product or service and of the claims made for it in the promotion submitted.
- All content is subject to RSNA's acceptance. RSNA reserves the right to reject promotions that it feels is not in keeping with any of RSNA publication's or event's standards.
- RSNA reserves the right to limit the size of space to be occupied by a purchased opportunity (a "Promotion").
- Promotions ordered, set, and not used will be charged for composition.
- It is your responsibility to meet all deadlines for deliverables as outlined by RSNA; RSNA will work with you upon request to identify deadline extensions where possible.
- Artwork should be developed in accordance with specifications and requirements as shared by RSNA.

Assignment of Agreement.

- Neither Party may assign or delegate this Agreement (or any of either Party's rights, duties, or obligations hereunder) to any third party.

No Endorsement

- The Parties agree that the fulfillment of the Contract or performance of the Services is and payment of the fees set forth in the Agreement is not contingent upon the purchase or recommendation of any of your products or services by RSNA, its affiliates or members and is not intended to induce RSNA to recommend or for RSNA to induce its members to purchase/utilize your products and services. Additionally, the Parties agree that fulfillment of the Contract and performance of the Services is not a promise or guarantee of the purchase of your products or services by any RSNA member or the public.

Compliance with Law.

- The Parties agree to abide by all applicable laws in performing their obligations in connection with the Contract. Unless otherwise expressly stated therein, the Contract represents a one-time only commitment between the Parties with respect to the Services described herein.

Entire Agreement.

- These Terms are in addition to such terms and conditions and privacy policies as may apply to RNSA's website and digital platform which may be utilized in the course of providing the Services hereunder, including without limitation the [RSNA's Privacy Policy](#), each of which is incorporated by reference and made a part hereof. In the event of a conflict between these Terms and the RSNA Privacy Policy, the term most protective of RNSA's rights and most limiting of RSNA's liabilities (or the rights and liabilities RSNA's affiliates) shall apply. In all other instances, these Terms shall govern and control.
- The Contract (together with these Terms, which are incorporated therein and made a part hereof) constitutes the entire agreement with respect to the subject matter hereof and may not be modified except by writing signed by both Parties.

- Insertion orders may be accepted in place of the Contract for select placements and sponsorships, as may be determined by RSNA in its sole discretion. If RSNA approves acceptance of an insertion order, these terms and conditions shall be deemed to be incorporated by reference and made a part thereof. All insertion orders shall clearly state all relevant information about the sponsorship including the following details: name of publication or event, name of sponsor, date to be inserted, size and type of promotion, plus any special instructions. Notwithstanding any language to the contrary therein, no terms or conditions stated in your purchase order, insertion order or other documentation shall be inconsistent with or replace these Terms and all such terms or conditions shall be null and void and not binding upon RSNA.

Media Kit.

- All orders are accepted subject to the terms and conditions of RSNA Sponsorship published rates in the Media Kit. Orders are accepted subject to rate change upon notice from the RSNA. However, orders may be canceled upon notice of a change in rates prior to the rate change effective date without incurring a short-rate adjustment, provided the rate has not been earned before the date of cancellation.

Payment Terms.

- If two or more companies are partnering on a sponsorship opportunity, the Contract may only be in the name of one sponsor. The company listed on the Contract (identified as “you” herein) will serve as the point of contact and will be responsible for full payment and all deliverables.
- RSNA will generate an invoice upon receipt of the signed Contract. Unless otherwise set forth in the Contract, payments shall be due thirty (30) days from the date of receipt of the relevant invoice.
- All payment instructions are included on the invoice. All payments must be made in U.S Dollars. Electronic payments (EFT) are the preferred form of payment. Checks must be in US dollars and drawn on a US bank. Note that by sending your check to us, you authorize RSNA to convert the check into an electronic funds transfer. Your bank account may be debited the same day your payment is received. For information on Direct Bank Deposits, please contact the RSNA Accounting Department at 1-630-571-7860.
- You will be responsible for incoming wire fees; however, RSNA will not charge a credit card processing fee or for incoming wire transfer fees.
- RSNA reserves the right to hold you and/or your agency jointly or individually liable for such monies as are due and payable to RSNA.
- RSNA may withhold its signature on any new Contract and new sponsorships may not be booked by you until your entire outstanding balance is paid in full.
- RSNA reserves the right to charge interest on past due payments at a rate equal to the maximum rate permitted by applicable law.

Cancellations.

Cancellation will be pursuant to the Contract, except as otherwise set forth in these Terms.

Indemnification.

Subject to the limitation of liability clause below, each Party shall indemnify and hold harmless the other Party, their respective parents, affiliates and subsidiaries and their respective owners, directors, officers employees, and the successors and assigns of any of them, from and against all losses, claims, damages, costs and expenses (including reasonable attorneys' fees and expenses) arising out of or resulting from (a) any breach of any representation, warranty, obligation or covenant made by the indemnifying Party herein, or (b) any negligent or willful act or omission by the indemnifying Party in connection with the performance of its obligations hereunder.

Limitation of Liability.

Without limiting anything herein to the contrary, (i) either Party's entire liability to the other Party arising out of or relating to this Agreement shall not exceed the Advertising Fee actually paid under this Agreement, and (ii) in no event shall either Party be liable for any consequential, incidental, special, reliance or indirect damages arising out of or relating to this Agreement whether such claim is based in contract or tort, and whether or not either Party has been advised of the possibility of such damages. The foregoing limitation of liability shall not apply to damages incurred by RSNA due to third party claims arising out of actual or alleged infringement of third-party intellectual property rights of any content, including the Marks, provided by you.

RSNA assumes no liability if, for any reason, it becomes necessary to omit a Promotion. Your sole and exclusive remedy with respect to such omission is a refund of the fees paid in association with the omitted Promotion.

Force Majeure.

You acknowledge and agree that RSNA's performance under the Contract is subject to and shall be excused due to one or more Force Majeure Circumstances (as defined herein) directly or indirectly impacting RSNA (or, in the case of event-based Promotions, the applicable event). A Force Majeure is defined as a circumstance or occurrence beyond RSNA's control which makes it inadvisable, illegal, commercially impracticable or impossible for RSNA to perform or the applicable event to take place as planned, including, without limitation: (i) acts of God, (ii) disasters (including, but not limited to, fire, flood, severe weather and earthquake), (iii) war, (iv) civil disorder, (v) suspected or actual terrorism in or near the borders of the continental United States (or in the case of event-based Promotions, the location of the applicable event), (vi) government regulation (including, but not limited to, declared states of emergency), (vii) national or international public health authorities' (including, without limitation, the Centers for Disease Control or the World Health Organization) declaration of public health emergencies, communicable disease, epidemic or pandemic advisories or alerts, (viii) strikes or work stoppages, (ix) curtailment of transportation services (including, without limitation, travel bans and advisories), (x) public or private policies which restrict or prohibit participants of the event from traveling to or attending the event. (xi) unavailability or disruption to telecom and internet services, including without limitation digital platform and service provider failures of RSNA's contractors. RSNA shall promptly provide notice (which may be sent via e-mail) of a cancellation due to the existence of one or more Force Majeure Circumstances, and you agree that RSNA shall have no liability whatsoever to you as a result of such cancellation or RSNA's partial or nonperformance due to such Force Majeure Circumstance.

In the event the RSNA annual meeting or applicable event is entirely or partially canceled or

postponed, you hereby waive any claim against RSNA, its directors, officers, agents or employees for losses or damages which may arise in consequence of such inability to participate in the event. For event-based Promotions, if the subject event is cancelled due to a Force Majeure Circumstance, your sole and exclusive remedy shall be a refund of all or the proportionate share of the fees paid associated with full or partial non-performance by RSNA. In an effort to mitigate the extent to which performance is excused due to a Force Majeure Circumstance, RSNA may provide a substantially equivalent, alternative Promotion to that which is contemplated by the Contract, and shall not be deemed to be a breach of the same. Provision of such substantially equivalent, alternative Promotion shall be deemed to be full and complete performance by RSNA under the Contract.

In the event RSNA becomes aware of a breach or intended breach of the contract between you and RSNA, or that covenants and representations made in the Application were untruthful or incorrect, RSNA may terminate the contract with you. You acknowledge and agree that your sole and exclusive remedy with respect to any damages, including incremental and consequential damages, sustained by you as a result of cancellation shall be in accordance with the cancellation policy outlined in the Contract Terms.

Waiver of Rights.

Any rights of either Party under this Agreement shall not be deemed to be waived unless specifically waived in writing by an authorized representative of such Party and no such waiver shall be deemed a waiver of any succeeding breach of the same or any other provision of this Agreement.

Governing Law.

The Contract (including these Terms) shall be governed by and construed under the laws of the State of Illinois, without reference to conflict of law principles.

Headings.

The captions of sections and other subdivisions hereof are inserted only for the purpose of convenient reference, and it is recognized that they may not adequately or accurately describe the contents of such sections or subdivisions. Such captions shall not be deemed to govern, limit, modify or in any manner affect the scope, meaning or intent of the provisions of the Contract or any part or portion thereof, nor shall they otherwise be given any legal effect.

Authorized Signature:

You expressly represent and warrant that you have the authority to enter into the Contract and the individual executing the Contract on your behalf is authorized by you to execute this Contract and bind your thereto.

Last Update: March 10, 2021