

**UDig NY**

6706 Collamer Road
East Syracuse, NY 13057

811 or (800) 962-7962

O: (315) 437-7394

F: (315) 437-2621

UDigNY.org

THIS SPONSORSHIP AGREEMENT ("Agreement") is hereby entered into by and between UDig NY, Inc. a New York nonprofit corporation with offices at 6706 Collamer Road, East Syracuse, NY 13057 ("UDig NY"), and the Sponsor, on the date this Agreement is electronically accepted and submitted by the Sponsor through the Conference Sponsorship Form on UDig NY's website (the "Sponsorship Form"). For and in consideration of the material covenants and promises set-forth herein the receipt and sufficiency of which is hereby agreed and acknowledged, the parties agree as follows:

1. Event.

UDig NY is hosting one (1), one (1)-day conference at The Oncenter, 800 S State St, Syracuse, NY 13202 (the "Conference"). The Conference will be held Wednesday, October 22, 2025.

2. UDig NY's Obligations.

In consideration for the Sponsor's participation in the Conference, UDig NY shall provide the Sponsor with the benefits set out in Section 4 and on the Sponsorship Form depending on the type of Sponsorship selected.

3. Sponsor's Obligations.

For its participation as a Sponsor in the Conference, the Sponsor shall pay to UDig NY the Sponsorship Fee set forth on the Sponsorship Form, depending on the type of Sponsorship selected.

4. Types of Sponsorship.

A variety of sponsorship opportunities are available for Sponsors to show their support for damage prevention education, and to showcase their products and services at the Conference. Descriptions of specific sponsorship opportunities and benefits may be found on the Sponsorship Form. The list of sponsorship opportunities on the Sponsorship Form is subject to change at UDig NY's discretion. Major categories of sponsorships, as well as sponsorships related to vendor/exhibitor opportunities are listed below in subsections (a)-(f).

(a) EXCLUSIVE

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Only one of each sponsorship opportunity listed as Exclusive on the Sponsorship Form is available. After a Sponsor has claimed an Exclusive sponsorship by indicating it on the submitted Sponsorship Form, the Exclusive sponsorship will not be awarded to any other sponsor. In the unlikely event that two sponsors submit a Sponsorship Form for the same Exclusive sponsorship before the sponsorship can be marked as unavailable, the Exclusive sponsorship will be awarded to the first sponsor to submit the Sponsorship Form.

(b) LIMITED

Limited sponsorship opportunities may be claimed by more than one sponsor, but have a limit set by UDig NY as to how many sponsors may claim the Limited sponsorship opportunity.

(c) UNLIMITED

Sponsorships listed as Unlimited do not have an upward limit of sponsors set by UDig NY. However, please note that in some cases even Unlimited sponsorships may still be closed due to physical constraints, such as floor space or page limitations.

(d) VENDOR TABLE

The Vendor Table sponsorship includes one (1) 6' vendor table on a 10'x10' space in the designated vendor area to showcase your company's products and services. The specific location of the Vendor Table within the vendor area is not guaranteed. Vendor Table Sponsors are required to bring a tablecloth for each table they reserve. Electricity is available in the vendor area for an additional cost. Sponsors who select the electricity option are responsible for bringing their own extension cord.

(e) SMALL EQUIPMENT SHOWCASE - add-on to Vendor Table Sponsorship

The Small Equipment Showcase add-on allows Vendor Table Sponsors to showcase a small vehicle, trailer, or piece of equipment in a space adjacent to their Vendor Table. Small equipment may include cars, pickup trucks or light trailers. Equipment that does not fit on the Vendor Table sponsor's 10'x10' space plus one adjacent 10'x10' space may be required to upgrade to a Large Equipment Showcase sponsorship. The timeframes for delivery and removal of equipment will be communicated by email to equipment sponsors at least seven (7) days prior to the Conference. It is the Sponsor's responsibility

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to ensure that equipment is delivered to and removed from the Oncenter during these designated timeframes, and Sponsors who fail to remove equipment during the designated timeframe will be responsible for payment of any resulting penalties assessed by the venue. Please note that all vehicles are subject to approval by UDig NY and must conform to the requirements of the Oncenter, including but not limited to ensuring that:

- I. Batteries are disconnected except where the fire code official requires that the batteries remain connected to maintain safety features.
- II. Fuel in fuel tanks does not exceed one-quarter tank or 5 gallons (19 L) (whichever is least).
- III. Fuel tanks and fill openings are closed and sealed to prevent tampering.
- IV. Vehicles, boats or other motorcraft equipment are not fueled or defueled within the building.

(f) LARGE EQUIPMENT SHOWCASE

The Large Equipment Showcase is a stand-alone sponsorship that allows a Sponsor to showcase a large vehicle or other piece of industry-related equipment. Generally, any vehicle or equipment taking up more than two (2) 10'x10' vendor spaces is considered Large Equipment. If you are unsure whether your equipment would be considered Large Equipment, please reach out to a UDig NY Field Representative. The timeframes for delivery and removal of equipment will be communicated by email to equipment sponsors at least two (2) weeks prior to the Conference. It is the Sponsor's responsibility to ensure that equipment is delivered to and removed from the Oncenter during these designated timeframes, and Sponsors who fail to remove equipment during the designated timeframe will be responsible for payment of any resulting penalties assessed by the venue. Please note that all vehicles are subject to approval by UDig NY and must conform to the requirements of the Oncenter, including but not limited to ensuring that:

- I. Batteries are disconnected except where the fire code official requires that the batteries remain connected to maintain safety features.
- II. Fuel in fuel tanks does not exceed one-quarter tank or 5 gallons (19 L) (whichever is least).
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5. Fees.

Sponsorship Fees are listed on the Sponsorship Form. Sponsors will be invoiced for the sponsorship(s) they select on the Sponsorship Form. The amount invoiced will be the sum of the Sponsorship Fee(s) listed for the selected sponsorship(s) at the time the Sponsorship Form is submitted. Prices of unsold sponsorships are subject to change without notice based on changes to availability, event costs, and other factors, at UDig NY's discretion.

6. Payment.

Payment of the full Sponsorship Fee shall accompany the Sponsor's online registration through UDig NY's website. Failure to pay the full Sponsorship Fee prior to the commencement of Conference setup on October 21, 2025, may result in termination of this Agreement.

7. Termination.

UDig NY may terminate this Agreement upon 30-days written notice. Sponsor may terminate this Agreement upon written notice to UDig NY. Sponsor cancellations that are submitted in writing to UDig NY more than 60 calendar days before the Conference will be fully (100%) refunded, unless: 1) a Sponsor's advertisement has already been printed in the Conference programs, and then no refund will be given; or 2) a Sponsor's advertisement has gone to print on any of the Conference materials other than the program, and then only \$500 will be given. No refunds will be given to Sponsor cancellations received 60 calendar days or less before the Conference date.

8. License and Usage.

Subject to the terms and conditions of this Agreement, Sponsor grants to UDig NY a limited, non-exclusive license to use Sponsor's name, trade names, trademarks, service marks, logos, designs and other proprietary information ("Proprietary Information") owned by Sponsor. UDig NY agrees that such Proprietary Information will be used only in connection with the Conference to provide the benefits set forth in this Agreement and such other benefits as the parties may agree to.

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9. Proprietary Information.

Sponsor must provide all Proprietary Information necessary for UDig NY to complete this Agreement at least 60 calendar days before the Conference, or as otherwise agreed to in writing by the parties. If the Sponsor fails to provide the Proprietary Information when required, UDig NY may terminate this Agreement without any penalty. All Proprietary Information must be provided to UDig NY in JPEG or PDF format, or it will not be accepted.

10. Damages.

In case of any failure to perform its obligations under this Agreement, UDig NY's liability and damages is limited to fifty percent (50%) of the Sponsorship Fee, and such amount shall be Sponsor's sole remedy.

11. Sponsor Understanding.

Sponsor understands that the audience multiplier is based upon estimates of UDig NY past event attendance and actual attendance figures may vary materially. No portion of the Sponsorship Fee is subject to being refunded for any reason except as provided in Section 6. Sponsorships are not exclusive unless otherwise set forth in this Agreement.

12. Indemnification.

Sponsor shall indemnify, defend and hold harmless UDig NY from any actions, claims, demands, damages or losses, including but not limited to property damage and personal injuries, expenses, and/or costs of any kind and description, including reasonable attorneys' fees, arising from or in connection with: 1) the negligent or intentional act or omission of Sponsor or any of its officers, directors, employees, agents, contractors and/or invitees; 2) Sponsor's breach of any representation, warranty, or failure to perform the terms and conditions of this Agreement; 3) any third-party claims, including, but not limited to, personal injuries, wrongful death or property damage of any person in any way related to the operation of the Sponsor; and 4) any claims arising out of, or relating directly or indirectly to, content on Sponsor's or UDig NY's respective web sites, use of Sponsor's Proprietary Information and Sponsor's materials. Sponsor is responsible for any damage to the Conference room(s)/premises, and any property at the Conference room(s)/premises that is caused by the

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Sponsor and/or its employees, agents, contractors or assigns. Any expenses incurred by UDig NY to repair or replace such damaged items will be reimbursed by Sponsor and due immediately upon receipt of invoice. UDig NY is not liable for any security or protection at the Conference, personal items, Sponsor materials or any equipment belonging to or secured on behalf of Sponsor or Sponsor's employees, agents, contractors, assigns, attendees, guests or invitees. Furthermore, UDig NY is not responsible for any lost or stolen property or items left at the Conference.

This indemnity shall survive the termination of this Agreement with respect to matters occurring during the period covered by this Agreement.

13. Limitation of Liability.

In no event shall a party be liable for or obligated in any manner to pay any consequential, special, punitive or indirect damages to the other party or to any of its agents, employees, contractors, representative or affiliates for breach of any sections of this Agreement.

14. Force Majeure.

In the event UDig NY shall be delayed, hindered or prevented from performing any act, service or obligation required under this Agreement due to causes beyond its control, including, but not limited to, government regulation, pandemic, health concerns, strike, labor dispute, act of war, act of God, weather, natural disaster, fire, flood, failure of power, riot or other emergency that makes it illegal or impossible to hold the Event, then performance of such service or obligation shall be excused and UDig NY may terminate this Agreement without any liability for damages or claims resulting therefrom.

15. Notices.

Notices sent to either party shall be effective when delivered in person; effective immediately if transmitted by e-mail; one (1) day after being sent by overnight courier; or two (2) days after being sent by first class mail postage prepaid. A PDF of this Agreement and notices generated in good form by PDF shall be treated as "original" documents admissible into evidence unless a document's authenticity is genuinely placed in question. Any notices shall be addressed as follows:

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UDig NY:

Aimee Doyle

Operations Manager

6706 Collamer Road

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Any party may change its address by delivering a written change of address to the other party in the manner set forth in this Section. All parties must maintain a valid mailing address at all times. If any party fails to maintain a valid mailing address or fails to notify the other party of a change in address, any notice, payment, demand, or communication shall be deemed effectively given and received two (2) days after the date when deposited by registered or certified mail, with postage and charges prepaid, to the last known address.

16. Disputes, Choice of Law.

This Agreement shall be governed by and construed in accordance with the substantive laws of the United States and New York, without regard to principles of conflict of law. All actions arising out of or relating to this Agreement will be heard and determined exclusively by the Courts of the State of New York in Erie County or the United States District Court for the Western District of New York.

17. Entire Agreement.

This Agreement and any accompanying attachments specifically referenced herein constitute the entire Agreement between the parties with respect to the subject matter hereof and supersede all other communications, whether written or oral.

18. Amendment.

This Agreement may be modified or amended only by a writing signed by the party against whom enforcement is sought.

19. Assignment.

This Agreement may not be assigned by either party without prior written consent of the other party.

20. Relationship.

This Agreement does not constitute and shall not be construed as constituting a partnership, or joint venture relationship between or among the parties.

21. Severance.

Any provision hereof found by a tribunal of competent jurisdiction to be illegal or unenforceable shall be automatically confirmed to the minimum requirements of law and all other provisions shall remain in full force and effect.

22. Headings.

Headings are for reference purposes only and have no substantive effect.

23. Representation.

The person executing this Agreement on behalf of the Sponsor hereby represents and warrants that he/she has the fully power to enter into and perform according to the terms of this Agreement.

By checking the box indicating that Sponsor read, acknowledges and accepts the terms and conditions of this Agreement, the Sponsor agrees to be bound by the terms of this Agreement. UDig NY reserves the right to accept this Agreement until it receives Sponsor's full Sponsorship Fee. If UDig NY does not receive the full Sponsorship Fee prior to the commencement of Conference setup on October 21, 2025, this Agreement may be deemed terminated.