

Updated Date: January 30, 2020

TERMS AND CONDITIONS FOR SPONSORS

This Terms and Conditions for sponsors (the “**Agreement**”) is made and entered into between IT Business Owners Group, LLC (“**ITBOG**”) and the sponsor that has executed an Order Form with ITBOG (“**Sponsor**”), and this Agreement shall govern the Sponsorship (defined below) provided by the parties as further described herein and in such Order Form.

BY EXECUTING AN ORDER FORM, SPONSOR EXPRESSLY ACCEPTS AND AGREES TO THE TERMS AND CONDITIONS SET FORTH HEREIN AS OF THE EFFECTIVE DATE OF THE ORDER FORM. IF SPONSOR DOES NOT AGREE TO THE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT AND THE APPLICABLE ORDER FORM, THEN SPONSOR MUST NOT EXECUTE THE ORDER FORM.

ARBITRATION NOTICE: EXCEPT FOR CERTAIN TYPES OF DISPUTES DESCRIBED IN ARTICLE 8, SPONSOR AGREES THAT DISPUTES BETWEEN SPONSOR AND ITBOG WILL BE RESOLVED BY MANDATORY BINDING ARBITRATION AND SPONSOR WAIVES ANY RIGHT TO PARTICIPATE IN A CLASS-ACTION LAWSUIT AND/OR CLASS-WIDE ARBITRATION.

1. Sponsorship

a. **Description of Sponsorship & Order Forms.** Sponsor desires to market and promote its company, products and/or services at ITBOG’s Event(s) and agrees to pay for the right to market and promote its company, products and/or services at such Event(s) as set forth herein and in the applicable Order Form (a “**Sponsorship**”). ITBOG and Sponsor will enter into Order Form(s) under this Agreement detailing the Sponsorship and neither party will have any obligation with respect to any draft Order Form unless and until it is executed by both parties. Except as otherwise provided herein, if any terms and/or conditions of this Agreement conflict with any terms and/or conditions of any Order Form, the terms and conditions set forth in the Order Form will control solely with respect to the Sponsorship provided under such Order Form. “**Event**” means an event and/or conference organized by ITBOG. ITBOG shall organize, produce, and supervise the Event in a workmanlike manner, in accordance with applicable laws.

b. **Sponsor Marks.** Sponsor shall provide ITBOG with any elements of text, graphics, images, photos, designs, artwork, logos, trademarks, service marks, data and other materials or content (collectively, the “**Sponsor Marks**”) necessary for ITBOG to perform its obligations related to the Sponsorship. Sponsor hereby grants to ITBOG and ITBOG hereby accepts a worldwide, non-exclusive, royalty-free, irrevocable, perpetual license to use the Sponsor Marks provided to ITBOG by Sponsor. In the event that Sponsor changes the Sponsor Marks at any time during the term, Sponsor agrees that ITBOG shall not be obligated to make any consequential changes to any materials that include the Sponsor Marks produced by ITBOG or on ITBOG’s behalf for or in connection with the Event (including, but not limited to, reprinting promotional literature or publicity materials) unless Sponsor agrees in writing in advance to be liable for the costs and expenses incurred by ITBOG arising from and/or related to such change.

c. **Costs and Expenses.** Sponsor shall be solely responsible for all costs that Sponsor incurs relating to Sponsor’s attendance at the Event (including, without limitation, any travel costs, the costs of any temporary staff and any costs relating to the stand that Sponsor erects at the Event, if applicable).

d. Sponsor shall promptly comply with all reasonable instructions and directions issued by or on behalf of ITBOG in connection with the Event and its promotion (including, without limitation, any instructions or directions given in relation to the venue at which the Event is being held). ITBOG shall not be responsible for any failure or delay in providing any of its services related the Sponsorship in the event such failure occurs directly or indirectly as a result of Sponsor’s failure or delay in complying with any of ITBOG’s reasonable instructions or directions.

2. Sponsor Obligations

a. Sponsor shall support the Event through appropriate marketing and promotional channels, and agrees to collaborate with ITBOG on any appropriate joint marketing and/or promotional projects relating to the Event which are mutually agreed upon by the parties. Sponsor shall further be responsible for set-up, tear down, and/or its Event Materials at the Event.

b. Sponsor shall, within thirty (30) days of signature of this Agreement by both parties, supply ITBOG with the Sponsor Marks as requested by ITBOG, including: (i) a color logo in EPS format (or similar high-resolution); (ii) black and white logo in EPS format (or similar high-resolution); (iii) Sponsor’s name with any associated Sponsor Marks; (iv) a short description of Sponsor’s company; and (v) any other information requested by ITBOG.

c. Prior to distributing any promotional materials referencing the Event (the “**Event Materials**”), Sponsor agrees that:

i. Sponsor shall provide copies and shall not distribute the Events Materials without ITBOG’s prior approval;

ii. Sponsor is solely responsible for meeting all costs relating to the Event Materials, including but not limited to reprinting costs.

- iii. Event Materials will (a) comply with all relevant laws and regulations in force that relate to the promotion of the Event; (b) comply with any instructions and/or directions issued by or on behalf of ITBOG; (c) will not infringe the rights of any third party or contain any inaccuracies of facts; and (d) include any legal or good practice notices as required by ITBOG from time to time
- d. Sponsor shall not: (i) bring the Event and/or ITBOG into disrepute; (ii) disparage the Event and/or ITBOG; (iii) damage the goodwill of the Event; and/or (iv) be prejudicial to the image and/or reputation of the Event and/or ITBOG.
- e. Sponsor shall not engage in joint promotions with any third party in relation to the Event without ITBOG's prior written consent.
- f. Sponsor warrants to ITBOG that it will comply with all relevant laws and regulations relating to data protection and the promotion of the Event and will indemnify, defend and hold harmless (at its own expense) ITBOG against all costs, claims, damages or expenses incurred by ITBOG or for which ITBOG may become liable due to any failure by Sponsor or its employees or agents to comply with any of its obligations under this Agreement, the Order Form and/or any applicable laws and/or regulations.

3. Fees & Payment Terms

- a. **Fees.** In consideration of the Sponsorship described herein and in the applicable Order Form, Sponsor shall pay ITBOG the fees identified in the applicable Order Form. All such fees shall be due and payable in accordance with the terms and conditions set forth in such Order Form. All fees due and payable by Sponsor to ITBOG hereunder must be paid in full without any deduction, set-off, counterclaim or withholding of any kind unless required by law. All fees are stated in United States Dollars and must be paid in United States Dollars. If the fees due hereunder are not received by ITBOG when due, ITBOG reserves the right to immediately terminate the Sponsorship. For the avoidance of doubt, Sponsor shall not be permitted entry to the Event unless full payment has been received by ITBOG prior to such Event.
- b. **Payment Method.** Unless otherwise set forth in an Order Form, all fees due hereunder and under any Order Form shall be deducted from a payment account designed by Sponsor. Sponsor authorizes ITBOG to automatically charge the payment account for the fees in advance or as otherwise agreed to by the parties in writing. If Sponsor's payment account on file is closed or the account information is changed, or if, for any reason, a charge is rejected by Sponsor's payment account, Sponsor shall immediately update Sponsor's payment account or supply a new payment account, as appropriate. In the event that fees are not paid when due, ITBOG may in its sole and absolute discretion, in addition to other available remedies, terminate the Sponsorship, the applicable Order Form and/or this Agreement, without liability.

4. Confidentiality

"**Confidential Information**" includes all information related to the business of one party to which the other party has access, whether in oral, written, graphic or machine-readable form, in the course or connection with the Sponsorship. Each party agrees that it will not disclose to any third party any Confidential Information obtained during the course of the Sponsorship, except as required by law, or as reasonably necessary to provide the Sponsorship described herein and in the applicable Order Form and in any such event will ensure such party is subject to confidentiality obligations at least as restrictive as the terms set forth herein. This does not apply to (i) information that is or becomes publicly available through no fault of the other party; (ii) was in possession of one the receiving party prior to its receipt from the disclosing party; (iii) is independently developed by the receiving party without reference to the Confidential Information; and/or (iv) becomes known from a third party independently of the receiving party's knowledge and is not subject to an obligation of confidentiality. Each party acknowledges that a breach of this Article may result in irreparable and continuing damage to the disclosing party for which monetary damages may not be sufficient, and agrees that the disclosing party will be entitled to seek, in addition to its other rights and remedies hereunder or at law, injunctive or all other equitable relief, and such further relief as may be proper from a court of competent jurisdiction.

5. Term and Termination

- a. **Term.** The term of this Agreement shall commence on the effective date of the applicable Order Form and remain in effect through the term of the applicable Order Form, unless otherwise terminated earlier in accordance with the terms and conditions set forth herein.
- b. **Termination for Breach.** If a party materially breaches this Agreement and/or any Order Form (the "**Defaulting Party**"), and the Defaulting Party does not cure such breach within fourteen (14) days after its receipt of written notice of material breach, the non-defaulting party may terminate this Agreement and/or Order Form upon written notice to the Defaulting Party. Termination of this Agreement and/or any Order Form for breach will be without prejudice to any other rights and remedies that the non-defaulting party may have under this Agreement, the applicable Order Form and/or at law and/or in equity.
- c. **Effect of Termination.** Notwithstanding anything herein and/or in any Order Form to the contrary, in the event Sponsor terminates this Agreement and/or any Order Form, Sponsor acknowledges and agrees that it is not entitled to any refund of any fees paid to ITBOG and Sponsor shall immediately pay ITBOG all fees due under such Order Form through the effective date of termination. Upon expiration or termination of this Agreement, the parties further agree that: (i) the obligations

related to the Sponsorship shall cease; (ii) any licenses granted pursuant to this Agreement to ITBOG's intellectual property shall immediately cease; and (iii) Sponsor shall destroy any Sponsor Materials and remove the ITBOG trademarks and logos from any other materials in Sponsor's possession. Notwithstanding anything herein and/or in any Order Form to the contrary, ITBOG may substitute alternative benefits related to the Sponsorship in respect of the same Event to an equivalent value in its sole and absolute discretion, without any liability.

6. Disclaimer, Ownership, Indemnification & Limitation of Liability

a. **Disclaimer.** NEITHER PARTY MAKES ANY WARRANTY, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE.

b. **Ownership.** ITBOG retains all right, title, and interest in and to all intellectual property and proprietary rights arising out of and/or in connection with the Event(s) and Sponsorship.

c. **Indemnification.** Sponsor, at its expense, will indemnify, defend and hold harmless ITBOG, its officers, associates, employees, contractors and agents from and against any and all claims, damages, liabilities, losses, costs, demands and expenses (including without limitation reasonable attorneys' fees and costs of litigation) (collectively "**Claim(s)**") arising out of and/or relating to (i) Sponsor's products and/or services; (ii) any negligent act and/or omission of Sponsor and/or any of its representatives; (iii) any misrepresentation by Sponsor related to its products and/or services(s); (iv) Sponsor's failure to comply with the terms and conditions set forth herein, in the Order Form and/or applicable laws; and/or (v) ITBOG's use of the Sponsor Marks constitute infringement, violation, trespass, contravention and/or breach of any patent, copyright, trademark, license and/or other property and/or proprietary right of any third party, and/or constitutes the unauthorized use and/or misappropriation of any trade secret of any third party. ITBOG may reasonably participate in the defense of any Claim at its sole expense.

d. **Limitation of Liability.** ITBOG'S TOTAL AND CUMULATIVE LIABILITY FOR DIRECT DAMAGES ARISING OUT OF AND/OR IN CONNECTION WITH THIS AGREEMENT AND ANY ORDER FORM(S) SHALL IN NO EVENT EXCEED THE FEES PAID BY SPONSOR TO ITBOG UNDER THE APPLICABLE ORDER FORM. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT AND/OR ANY ORDER FORM, IN NO EVENT WILL ITBOG BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL AND/OR PUNITIVE DAMAGES (INCLUDING WITHOUT LIMITATION LOST PROFITS) EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

7. Cancellation, Postponement & Force Majeure

a. It may be necessary for ITBOG to alter the advertised content, timing, date and/or location of the Event, and ITBOG reserves the right to do so at any time and without liability to Sponsor; provided that, the Event, as altered, is substantially similar to the Event as originally advertised. ITBOG will provide Sponsor with notice of any alterations as soon as is reasonably practicable.

b. ITBOG reserves the right to cancel the Event at any time and will provide Sponsor with notice of the same as soon as is reasonably practicable.

c. In the event that ITBOG cancels the Event or materially alters the advertised content, timing, date and/or location of the Event, ITBOG's sole and exclusive liability and Sponsor's sole and exclusive remedy shall be for Sponsor to either: (i) request a credit for a future Event held by ITBOG (up to the value of amount paid by Sponsor for ITBOG related to the Event); or (ii) request that the fees paid by Sponsor be applied to the rescheduled Event, if applicable.

d. Notwithstanding anything herein to the contrary, neither party shall be liable for delay or failure to perform its duties in whole or in part due directly or indirectly to circumstances beyond the party's control, including but not limited to war, terrorism, cyberterrorism, termination by third party venue hosting the Event, riot, flood, act of God, court order, inclement weather, governmental action, civil insurrection, strikes, walkouts, or other organized labor interruptions, telecommunications or utility interruptions or failures, fire, explosions or other natural disasters or any similar cause ("**Force Majeure Event**"). In the event of a Force Majeure Event, the parties agree to meet and discuss how to resolve the issue. Either party may terminate this Agreement by giving the other party written notice if the other party fails to perform those obligations for thirty (30) days due to such Force Majeure Event. The party whose performance is affected shall use commercially reasonable efforts to minimize the impact of such Force Majeure Event.

8. Governing Law, Arbitration & Jurisdiction

This Agreement will be governed by, and construed in accordance with, the internal laws of the State of South Carolina, without regard to its choice of laws principles. Except for any claims or action related to ITBOG's Confidential Information and/or intellectual property, any dispute, controversy or claim arising out of or relating to this Agreement and/or any Order Form will be settled in the following manner: (a) the parties will meet to discuss and attempt to resolve the controversy or claim within a reasonable amount of time; (b) if the controversy or claim is not resolved as contemplated by the foregoing subsection (a), then the parties will settle the dispute by binding arbitration. The arbitration proceedings shall be conducted under the Commercial Arbitration Rules of the American Arbitration Association in effect at the time a demand for arbitration under the rules is made.

The decision of the arbitrators, including determination of the amount of damages suffered, if any, shall be final and binding on all parties, their heirs, executors, administrators, successors and assigns and judgment with respect to such decision may be entered in any court of applicable jurisdiction. Each party shall bear its own expenses in the arbitration, for attorneys' fees, and for fees with respect to its witnesses. Other arbitration costs, including arbitrators' fees and administrative fees, and fees for records or transcripts, shall be paid equally by the parties. The location of such arbitration shall be held in Columbia, South Carolina. Any claim or action related to ITBOG's Confidential Information and/or intellectual property shall take place exclusively in the courts situated in Columbia, South Carolina and the parties hereby submit to the venue of the courts situated therein. In any arbitration, suit, action, or legal proceeding relating to this Agreement and/or any Order Form, the prevailing party shall have the right to recover from the other its costs and reasonable fees and expenses of attorneys, accountants, and other professionals incurred in connection therewith.

9. Miscellaneous Terms

All notices and other communications given or made pursuant to this Agreement must be in writing, sent to the persons designated on the applicable Order Form or to such other persons and addresses as the parties may designate from time to time and will be deemed to have been given upon the earlier of actual receipt or one (1) business day after deposit with a nationally recognized overnight courier, freight prepaid, specifying next business day delivery, with written verification of receipt. Sponsor may not assign, as a result of a change of control or by operation of law or otherwise, its rights and/or obligations under this Agreement and/or any Order Form without the prior written consent of ITBOG. This Agreement and any Order Form(s) will be binding upon the parties and their respective legal successors and permitted assigns. ITBOG is an independent contractor and will determine the method, details and means of providing the Events. Nothing contained herein shall give or is intended to give any rights of any kind to any third persons. No waiver of any of the terms of this Agreement and/or any Order Form will be valid unless in writing and designated as such. Any forbearance or delay on the part of either party in enforcing any of its rights under this Agreement and/or any Order Form will not be construed as a waiver of such right to enforce same for such occurrence or any other occurrence. If any one or more of the provisions of this Agreement and/or any Order Form are for any reason held to be invalid, illegal or unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement and/or any Order Form will be unimpaired and will remain in full force and effect. This Agreement and any amendments thereto may be executed in any number of counterparts and executed by facsimile, executed electronically using electronic signature or by other electronic communication used by the parties. The headings and titles of the paragraphs of this Agreement are for convenience only and are not intended to define, limit or construe the contents of the provisions contained herein. Any provision of this Agreement and/or Order Form which, by its nature, would survive termination of this Agreement and/or Order Form will survive any such termination of this Agreement and/or Order Form. This Agreement and the Order Form(s) constitute the complete agreement and understanding between the parties with respect to the subject matter hereof, and supersedes all prior agreements and understandings between the parties.