

1. Agreement to Terms

The Sponsor ("You") agrees to observe all terms made by itSMF USA, including but not limited to, those contained in this Sponsor Agreement ("Agreement"). If you violate these terms, itSMF USA may, at its sole discretion, withdraw its acceptance of the Agreement, as well as refusing participation in future events.

2. Payment Terms

A non-refundable payment is due within 30 days of receipt of the invoice. All fees must be paid in total prior to the Academic Summit or you will not be allowed to set up. All Sponsorship fees paid are non-refundable. If you fail to make any payment described in this Agreement on or before the due date, your right to participate may be canceled without further notice and without refund of monies paid. If you cancel your participation in the Academic Summit, such cancellation shall be considered a default on your part; the provisions of this Agreement shall apply; any monies paid, therefore, will be retained by itSMF USA as liquidated damages; you remain obligated for any balance due up to 100 percent of the contracted fees.

3. Event Hours

itSMF USA will establish event hours and reserves the right to make any changes as it may deem appropriate.

4. Indemnity & Limitation Of Liability

(a) Neither itSMF USA nor any of its contractors or affiliated organizations, its officers, agents, employees, facilities, other representatives, or assigns (collectively "itSMF USA") shall be held liable for, and are hereby released from, any damage, loss, harm, or injury to the person or property of the Sponsor or any of its visitors, officers, agents, employees, or other representatives, resulting from theft, fire, earthquake, water, unavailability of the exhibition facility or intermediate staging facilities (including any damage, loss, harm, or injury in connection with itSMF USA, exhibits, or staging, for reasons beyond the Convention's control), accident, or any other cause.

(b) The Sponsor shall indemnify, defend, and protect itSMF USA and hold itSMF USA harmless from any and all claims, demands, suits, liability damages, losses, costs, attorney fees, and expenses of any kind that might result or arise from any action or failure to act on the part of the Sponsor, its officers, agents, employees, or other representatives.

(c) itSMF USA shall not be responsible for the security of Exhibitor's/ Sponsor's equipment or its proprietary software or hardware information. This limitation of liability applies to equipment for use in the exhibit area, general session, convention sessions, and any other convention rooms or facilities. It is your responsibility to maintain proper insurance coverage for its property and liability.

5. Observance of Laws

Sponsors shall abide by and observe all laws, rules and regulations, and ordinances of any applicable government authority and all rules of the event facility.

6. Cancellation or Termination

(a) If – because of war, fire, strike, Convention Center/Hotel construction or renovation project, government regulation, public catastrophe, Act of God, terrorism, or the public enemy – itSMF USA Academic Summit or any part is prevented from being held or is canceled by itSMF USA or the space becomes unavailable, itSMF USA in its sole discretion shall determine and refund to the you its proportionate share of the balance of the aggregate sponsorship fees received that remains after deducting expenses incurred by itSMF USA and reasonable compensation to itSMF USA. In no case shall the amount of the refund to you exceed the amount of the fee paid. itSMF USA reserves the right to cancel any portion of the event schedule as it deems necessary and appropriate. All changes and/or cancellations will be communicated to you in writing.

(b) Cancellation of any portion of this Agreement by you will be accepted only in writing. In such case, you will be obligated for 100 percent of the contracted fees as liquidated damages. If in order to collect unpaid exhibit fees itSMF USA pursues legal remedies, you will pay itSMF USA all legal and related expenses, court fees, staff time, etc., so incurred.

7. Governing Law

All terms and conditions in this Agreement are subject to and governed by the laws of the state of California. In the event of any dispute involving this Agreement, such dispute will be litigated in the County of San Mateo, California.

8. No Separate Agreement

There is no other agreement or warranty between you and itSMF USA except as set forth in this document and any addenda hereto. The headings used in this Agreement are for organizational purposes only and are not to be used in the interpretation of the substance of this Agreement. The rights of itSMF USA under this Agreement shall not be deemed waived except as specifically stated in writing and signed by an authorized representative of itSMF USA.

9. Additional Terms & Conditions

(a) You will not take photographs or make videos or other recordings of the Academic Summit without the prior written permission of itSMF USA. You agree that itSMF USA may record, broadcast, or take photographs of your booth space, booth properties, and personnel and use this material to promote the event.

(b) You and personnel under your control will wear the official event badge at all times.

Agreed: By signing this agreement, the individual signing represents the sponsor and warrants that he or she has been authorized to execute this agreement on behalf of the named sponsor.

SPONSORSHIP FEES:

- \$4,000: Diamond Sponsorship
- \$2,500: Silver Sponsorship
- \$1,500: Bronze Sponsorship
- Additional Item: _____ \$ _____
- Additional Item: _____ \$ _____
- Additional Item: _____ \$ _____

Signature Date

Printed Name

Company Name *(As you want it to appear in marketing literature and signage)*

Title

Address

City/State/Zip

Telephone Fax

E-Mail

Credit Card Number

Expiration Date CV Code

Authorized Credit Card Signature Date

Print Credit Card Holder Name

Approved itSMF USA Date

Please fax your signed Exhibitor Agreement to:
Holly Taylor
Fax: 650-416-2455
 Phone: 734-904-7088
 E-mail: holly.taylor@amotive.com