

## **Sage Summit Exhibitor and Sponsorship Agreement**

This Exhibitor and Sponsorship Agreement is made between the company submitting this application (“**Sponsor**”) and Sage Software, Inc., a Virginia corporation with headquarters located at 271 17<sup>th</sup> Street NW, Suite 1100, Atlanta, GA 30363 (“**Sage**”) for non-exclusive sponsorship at one or both of the following events, as was selected by Sponsor during the registration process (the “**Event**” or “**Events**”).

Sage Summit San Diego taking place February 13-15, 2019 at the San Diego Sheraton Hotel and Marina, 1380 Harbor Island Drive, San Diego, CA 92101

Sage Summit Atlanta taking place May 13 – 15, 2019 at the Hyatt Regency Atlanta, 265 Peachtree Street NE, Atlanta, Georgia, United States 30303

The terms and conditions of this Exhibitor and Sponsorship Agreement, including but not limited to, the Exhibit Floor Plan, rates, the rules and regulations in the Sponsor/Exhibitor Services Manual, and any general exhibit information provided to Sponsor (collectively, this “**Agreement**”), may be updated and amended by Sage for just cause and are binding on Sponsor. This Agreement is made for the benefit of Sponsor, Sage, and the Event suppliers (collectively, Sage and the Event suppliers are referred to as “**Show Management**”). Sage and Show Management reserve the right to render all interpretations, amend and enforce these regulations and to establish any and all further regulations not specifically covered below to assure the general success and well-being of the Event. Each Sponsor, for himself, his employees, and his contractors agrees to abide by these regulations and by any amendments or additions hereafter made by Sage or Show Management. This Agreement becomes effective as of the date of its acceptance by Sage.

**Notwithstanding the acceptance by Sage of this Agreement nor any payment received from Sponsor, Sage reserves the right to: (a) deny entrance or reentrance to, or to remove, any Sponsor(s), Sponsor representative(s) or suppliers, and Sponsor invitees, from the Event(s); and (b) reject, remove, or prohibit any exhibit property, in whole or in part, at Show Management’s sole discretion if not in compliance with Event rules and regulations.**

**Eligibility:** Sage, in its sole discretion, determines the eligibility of any company or product for sponsorship. Sage reserves the right to withdraw its acceptance of an application or deny participation of any individual or organization at any time if it determines that a company or product is not eligible for sponsorship or Sponsor is in arrears for payments due for other Sage events. If Sponsor fails to comply with any of the terms of this Agreement, Sage may, among other things, refuse Sponsor the right to participate further in the Event(s) and may refuse to consider Sponsor for participation in future events. Sage is not responsible for any costs associated with the exhibit or travel costs if Sponsor is uninvited to participate.

**Application and payment:** Any fees associated with your application (the “Sponsorship Fee”) are due 30 days after the invoice is received. If sponsor registers less than 30 days prior to the event, payment of the Sponsorship Fee is due in full at least 5 days prior to the event. If payment is not received, sponsorship is subject to cancellation.

**Cancellation policy:** Except as stated below in the “Cancellation of the Event” section, Sponsorship Fees are non-refundable regardless of the reason. Sponsor’s failure to occupy its

Event space at the start of the Event will constitute cancellation by Sponsor, for which Sponsor will be liable for the full Sponsorship Fee

**Cancellation by Sage:** If Sponsor fails to make a payment required by this Agreement in a timely manner, Sage may terminate this Agreement (and Sponsor's participation in the Event) without further notice and obligation to refund monies previously paid. Sage reserves the right to refuse Sponsor permission to move in and set up exhibit if Sponsor is in arrears of any payment due to Sage.

**Cancellation of an Event:** If Sage cancels an Event due to circumstances beyond the reasonable control of Sage (such as acts of God, acts of war, governmental emergency, labor strike, or unavailability of the event facility), Sage shall refund to each Sponsor any Sponsorship Fee payment previously paid, minus a share of costs and expenses incurred by Sage for the Event as of the date of cancelation, in full satisfaction of all liabilities of Sage to Sponsor. Sage reserves the right to cancel or relocate the Event or change the dates on which it is held. If Sage relocates the Event to another facility within the same city, or changes the dates to dates that are not more than thirty (30) days earlier or thirty (30) days later than the dates on which the Event originally was scheduled to be held, no refund will be due to Sponsor, but Sage shall assign to Sponsor, in lieu of the original space, such other space as Sage deems appropriate and Sponsor agrees to use such space under the terms of this Agreement,. If Sage elects to cancel an Event other than for a reason previously described in this paragraph, Sage shall refund to each Sponsor its entire sponsorship payment previously paid, in full satisfaction of all liabilities of Sage to Sponsor. Sponsor agrees that, except as expressly provided in this paragraph, it shall and hereby does waive any and all claims for damages or compensation resulting from or relating to the cancellation, relocation, or rescheduling of an Event.

**Exhibit space:** Sage reserves the right to change location assignments at any time as it may deem necessary for the best interests of the Event. Sponsor may not assign, sublet, or share any space allotted to it without the prior written consent of Sage. Sponsor agrees to exhibit only products listed on its application and approved by Sage. Distribution of marketing materials outside the exhibit space is strictly prohibited. Sponsor agrees to abide by any terms or requirements of the venue and the Sponsor/Exhibitor Services Manual.

**Taxes and licenses:** Sponsor shall be responsible for obtaining all licenses, permits, and approvals required under any local and/or state or provincial laws applicable to its participation in the Event. Sponsor shall be responsible for obtaining all tax identification numbers and paying all taxes, license fees, and other charges that shall become due under any government authority in connection with its participation in the Event.

**Exhibit safety:** Sponsor accepts full responsibility for: (a) any personal injury or property damage that may result directly or indirectly from the collapse of its exhibit or any portion thereof; and (b) any other claim, loss, liability, or damage suffered as a result of Sponsor's construction or maintenance of an exhibit or equipment.

**Copyright licensing:** Sponsor is solely responsible for obtaining any required licenses, permits, etc. to broadcast, perform, or display any copyrighted materials including but not limited to music, video, and software. Sponsor shall indemnify and hold harmless Sage, Show Management, and facility against cost, expense, or liability which may be incident to, arise out of, or be caused by Sponsor's failure to obtain requisite license.

**Sponsorship submissions:** If Sponsor has chosen a sponsorship package that requires materials from Sponsor's company, Sage will contact Sponsor with the due date. If Sponsor does

not submit the required materials within the time given, Sage reserves the right to substitute sponsorship with a similar item or remove the benefit.

**Solicitation of customers:** A Sponsor (i) shall only solicit customers and prospects for sales of products and services listed in its application and approved by Sage, and (ii) except as expressly approved by Sage pursuant to the foregoing, shall not solicit customers and prospects for sales of products and services that are competitive with products and services offered by Sage. Notwithstanding the foregoing, Sponsors who are Sage Business Partners shall not solicit customers or prospects that belong or are assigned to other Sage Business Partners for sales of Sage products and Sage services. If Sage determines at its sole discretion that a Sponsor is in breach of this provision, Sage reserves the right to: (a) revoke, retrieve, and retain such Sponsor's conference badge; (b) deny entrance or reentrance to, or to remove, any such Sponsor, Sponsor representative(s) or suppliers, and Sponsor invitees, from the Event; and (c) reject, remove, or prohibit any exhibit property from the event, without refund or other remuneration or compensation due to Sponsor.

**Exhibits and public policy:** Each Sponsor is charged with knowledge of all laws, ordinances, and regulations pertaining to health, fire prevention, and public safety while participating in an Event. Compliance with such laws is mandatory for all Sponsors, and the sole responsibility is that of Sponsor. No part of the building shall be defaced in any manner, nor shall signs or other articles be posted, nailed, taped, or otherwise affixed to any pillars, doors, walls, or other parts of the building. Any and all damages, losses, expenses, and/or costs resulting from failure to observe this notice shall be payable by Sponsor. If any inspection indicates that Sponsor has neglected to comply with these regulations, or otherwise incurs a fire hazard, the right is reserved to cancel all or such part of Sponsor's exhibit as may be irregular, and effect the removal of same at Sponsor's expense. If unusual equipment or machinery is to be installed, or if appliances that might come under fire codes are to be used, Sponsor should communicate with Show Management for information concerning facilities or regulations.

**Permission to use materials:** Sponsor grants Sage and its employees, agents, contractors or representatives permission to use, reproduce, combine with other works, and publish worldwide, solely for the purposes contemplated herein, in all media, Sponsor's trademarks, product names or descriptions and logo(s) and any materials Sponsor provides for the purpose of or as result of Sponsor's participation in the Event, including, without limitation, posting on websites or publishing in other print or electronic media, brochures, newsletters, advertisements, and magazines. Sage may edit materials only as necessary to conform them to a given media, e.g., changing the size of an image, but will not modify Sponsor's trademarks or logos in any other way without Sponsor's prior written consent.

**Use of Sage Marks:** Sponsor agrees not to use any trademarks, trade names, logos, slogans, or other intellectual property owned by Sage or its affiliated or subsidiary companies (the "**Sage Marks**") except as permitted in, and in accordance with, the Sage branding guidelines, which are incorporated into this Agreement by reference. These guidelines will be strictly enforced. In its sole discretion, Sage may withhold, or withdraw permission to display items or distribute souvenirs, advertising, or any other material containing the Sage Marks. Sponsor may not issue any announcement or press release regarding the Event, or Sponsor's participation in the Event, without the prior written consent of Sage.

**Taping policy:** With the exception of photos or videos taken for the purpose of sharing on social media, Sage strictly prohibits any video or audio taping of any portion of the Event on the show

floor or in exhibit spaces by a Sponsor, which may be used for Sponsor's commercial gain, without prior written approval.

**Representations and warranties:** Each party hereby represents and warrants that: (i) it is duly authorized to execute and deliver this Agreement and to perform its obligations hereunder; (ii) this Agreement is a legal and valid obligation binding upon it and enforceable with its terms; (iii) the execution, delivery and performance of this Agreement does not conflict with any agreement, instrument, or understanding, oral or written, to which it is a party or by which it may be bound, nor violate any law or regulation of any court, governmental body, or administrative or other agency having jurisdiction over it; (iv) Sponsor will comply with all applicable federal, state, provincial, and local laws and regulations in connection with its obligations under this Agreement and its conduct in connection with the Event; and (v) all content provided by it hereunder shall be its original work or work subject to valid license and shall not infringe upon any third party's copyright or other rights, including, without limitation, the rights of privacy and publicity.

**Indemnity:** Sponsor agrees to indemnify and hold harmless Sage, its parent, and its affiliated and subsidiary companies (the "**Indemnified Parties**") for and from any alleged or actual claim for any costs, losses, or fines, penalties, or expenses (including reasonable attorneys' fees) arising from or related to: (i) any damages to real or personal property, or personal injury to any person, directly or indirectly caused by Sponsor, its employees or contractors in connection with the Event; (ii) any failure to comply with any applicable federal, state, provincial, and local laws and regulations related to the collection, use, sharing, disclosure and storage of personal information; and (iii) any claim that the Indemnified Parties' use of any content provided by Sponsor for the Event infringes or misappropriates any third party's intellectual property, publicity, privacy, confidentiality or other right, provided that in no event will the Indemnified Parties' approval or use of Sponsor's materials provided for the Event, or the Indemnified Parties' approval of Sponsor's use of their marks, affect the Indemnified Parties' right of indemnification as described in this paragraph. This provision will survive the termination or expiry of this Agreement.

**Limitation of Liability:** Neither Sage nor the owners of the Event location (the "**Location Owner**") will be liable to the other for any special, indirect, incidental, consequential, punitive, or exemplary damages or loss, nor any lost profit, savings, data, or business opportunity incurred by Sponsor, whether in an action in contract or tort, even if Sage or the Location Owner have been advised of the possibility of such damages. With respect to this Agreement in general, the liability of Sage and its personnel shall not exceed the Sponsorship Fees actually paid to Sage under this Agreement. A claim for the return of fees shall be the exclusive remedy for any damages. The limitation of liability set forth in this paragraph is intended to apply to the full extent allowed by law, regardless of the grounds or nature of any claim asserted and shall survive termination of this Agreement.

**Liability insurance:** Sponsor shall obtain at its own expense adequate insurance, including but not limited to, comprehensive general liability insurance. Sponsor can meet insurance requirement via commercial insurance, self-insurance, or a combination of these options.

**Security:** Sponsor is solely and fully responsible for its own exhibit material and shall insure its exhibit and equipment against loss or damage from any cause whatsoever. Sponsor understands and agrees that all Sponsor properties are to remain in Sponsor's care, custody, and control in transit to and from and within the confines of the Event location. Sponsor agrees to waive its rights of subrogation against Sage and Show Management and their vendors, officers, directors, and employees. Sponsor will be responsible for its exhibit at all times and may hire its own security

during non-show hours at its own expense. Sage, Show Management, and the official convention service contractor shall not be liable for any loss, damage, or displacement of any Sponsor's property due to any cause.

**Governing law and venue:** This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia, USA, without regard to conflict of laws principles. The parties hereto consent to the jurisdiction of the state and federal courts located in that State.

**Resolution of disputes:** In the event of a dispute or disagreement between Sponsor, Sage, and/or Show Management, all interpretations by Sage of the rules governing the Event and all action or decisions concerning the dispute or disagreement intended to resolve the dispute or disagreement, shall be binding on the Sponsor.

**No partnership or agency:** Nothing in this Agreement is intended to, or will be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, nor authorize any party to make or enter into any commitments for or on behalf of any other party.

**Successors and assigns:** Sage may assign or delegate its rights and obligations under this Agreement in its sole discretion. Sponsor may not assign or delegate its rights and responsibilities under this Agreement to any person or entity without Sage's written permission other than to a wholly-owned affiliate or subsidiary that is not a direct competitor of Sage.

**Confidentiality and authorization:** This Agreement and its terms are confidential until publicly announced by Sage. You hereby authorize Sage to provide Sponsor's contact information including address, phone number, fax number and primary contact person information to the Sage events team and any supplier contracted by Sage to conduct work for the Event.

**Amendment and agreement to the rules:** Any matters not specifically covered by the preceding rules or other Event material provided to Sponsor shall be subject solely to Sage and Show Management's interpretation and decision.

**Compliance:** It is each Sponsor's responsibility to read and comply with all rules and regulations stated in the Sponsor/Exhibitor Services Manual. Each Sponsor will be fully responsible for all rules stated in the Manual and this Agreement.

**Miscellaneous:** No waiver of any provision by either party will constitute a waiver of any other provision nor will any waiver be enforceable unless it is in writing signed by the parties. It is the intent of the parties that if a court finds any provision of this Agreement to be unenforceable, all other provisions will remain enforceable.

**Entire agreement:** This Agreement constitutes the complete agreement between the parties and supersedes all prior or contemporaneous agreements or representations, written or oral, concerning the subject matter hereof. This Agreement may not be modified or amended except in a writing signed by a duly authorized representative of each party.