



This Sponsorship Agreement (the "Agreement") is between (the "Participant") and Data Connectors I, Inc., a Missouri Corporation (the "Parties"). The terms and conditions outlined herein and in the attached form Addendum shall govern this relationship. For and in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, do hereby agree as follows:

- 1. Term:** The term of this Agreement shall commence on the date that the Agreement has been signed by both Parties and shall continue in full force and effect until the conclusion of the event or events indicated in the addendums to this Agreement, as such addendums may be executed and added from time to time by mutual agreement of the Parties (the "Addendum(s)"). The Company may terminate this Agreement at any time in the event of a material breach of this Agreement (including without limitation, non-payment of fees) by the Participant.
- 2. Sponsored Events:** The Participant agrees to sponsor the event(s) indicated on the duly executed Addendums to this Agreement at the sponsorship level selected by the Participant. The Participant and the Company acknowledge that the Company may update, supplement, or revise the form Addendum to provide for additional events and sponsorship opportunities, and that the Participant may submit new Addendum(s) to the Company, which, once accepted by the Company and executed by both Parties, shall become fully incorporated and enforceable under this Agreement.
- 3. Participant Instructions:** The Participant shall comply with the attached Participant Instructions, as such instructions may be amended from time to time.
- 4. Exhibit Space:** All booth guidelines and rules shall be in accordance with those particular policies and procedures of the venue(s) hosting the conference(s) selected in the Addendum(s) to this Agreement (each, a "Venue"). All exhibits must be set up in accordance with the Venue set-up procedures.
- 5. ID Badges:** All employees and agents of the Participant are required to have and wear identification badges at each Venue, which must be worn and visible at all times on outer clothing. The Participant's employees and/or agents will receive badges from the Venue management prior to being admitted to the conference area.
- 6. Speaking Spots and Table Tops:** Speaking space and table top space will be assigned on a first come, first serve basis. Requests for speaking space may be made after viewing the agenda. The Company reserves the right to change space assignments based on the needs of the conference. Failure to occupy rental space shall not entitle the Participant to a refund or terminate its obligation to pay the full rental fee.
- 7. Payment:** Full payment of all amounts due with respect to all events selected by the Participant on Addendum(s) to this Agreement must be received by the Company at least thirty (30) days prior to the event. If the Participant is a US resident or domestic entity, payment may be made in cash or in the form of a check drawn on a bank resident in the US. If the Participant is not a US resident or domestic entity, payment must be made in cash or other readily available funds in US currency.
- 8. Termination of Expo:** The Company agrees to return the Participant's full payment if any of the following conditions may occur: (1) the conference facility is destroyed or materially damaged, (2) the conference is interfered with and is relocated, or (3) the event is discontinued by the Company. The Participant agrees that its only remedy in such event is the return of the Participant's payment for the affected event, and that the Participant is not entitled to any further relief or damages. The Company shall not be liable for any prevention or delay in performance resulting in whole or part, directly or indirectly, from an act of god, terrorism, civil disturbance, court order, natural disaster, war, riots, actions be federal, state or local governments, or any other circumstances or causes beyond the reasonable control of the Company.
- 9. No Refunds or Cancellation:** **The Company relies upon the Participant's fees in obtaining and securing the Venue and materials for the event. Accordingly, except as specifically provided in paragraph 8 of this Agreement, the Company will provide no refunds and permit no cancellations by the Participant once this Agreement becomes a binding contract.**
- 10. Compliance:** The Participant agrees to comply with all rules, regulations, and policies of the Company provided or communicated by the Company to the Participant, as currently in existence and as may be adopted or amended hereafter by the Company.



- 11. Sponsorship Approval:** All sponsorship activities and promotions are subject to approval by the Company. The Company reserves the right to restrict, prohibit, or remove any person, activity, material, or promotion by the Participant which, in its opinion and at its sole discretion, becomes objectionable for any reason and may detract from the general character of the event. In no event shall the Company be liable for any expenses incurred as result of such restriction.
- 12. Non-Flammable Materials:** All materials used in the Venue or any other room of the Venue must be non-flammable or conform to the all applicable fire regulations. In addition, all electrical wiring and equipment installation must conform to all applicable requirements and regulations, whether imposed by local, state or federal law or the policies of the applicable Venue. Material not conforming to such regulations will be removed immediately upon discovery at the Participant's expense. Engines, motors, or any kind of electrical or mechanical equipment of any kind may be operated only with the consent and pre-approval of the appropriate Venue official.
- 13. Insurance:** If the Participant desires to carry insurance on their exhibit, the Participant must do so at its sole expense.
- 14. Damage to Venue:** No nails or bracing wires used in erecting displays may be attached to the building without written consent of the Venue. All property destroyed or damaged by the Participant must be replaced or repaired to its original condition by the Participant or at the Participant's sole expense.
- 15. Smoking:** Smoking is strictly prohibited within the Venue, except in specifically designated areas if any such space is provided. The Participant agrees and acknowledges that the Participant, at its sole expense, shall be responsible for any smoke damage caused by the Participant.
- 16. Storage:** The Venue has no facilities for the storage of exhibits. All shipments for an exhibit must be directed through the official drayer designated by the Company or the Venue. Shipments that arrive prior to show time will be directed to the official drayer's warehouse for storage and delivery to the Participant's booth at show time, at the Participant's sole cost and expense.
- 17. Electricity:** Electrical hook-ups may be available at an additional charge. A form will be mailed to the Participant for this service, if available, upon receipt of this executed Agreement.
- 18. Participant Logo:** The Participant shall provide the Company with a version of the Participant's logo in JPEG format. The Participant hereby grants to the Company the royalty-free right to use the Participant's logo in connection with the Company's marketing materials.
- 19. Copyright Permission and Indemnification:** The Participant must have previously obtained permission from the appropriate copyright owner(s) in order to use work protected by copyright. The Participant shall indemnify and hold harmless the Company and its agents, officers, directors, shareholders and employees from any and all claims, losses, costs or expenses (including reasonable attorneys' fees) incurred as a result of the Participant's failure to obtain such permission.
- 20. Independent Contractor:** Each Party to this Agreement is an independent contractor. This Agreement does not constitute either Party as an agent, representative, or partner of the other and neither shall have the authority to enter into contracts or obligations on the other's behalf. Each Party shall be solely responsible for all debts and obligations incurred by it in performing its obligations under this Agreement, including, without limitation, all obligations to and in respect of its employees, and each Party agrees to indemnify the other to the extent a Party is held to be liable for a debt or obligation of the other Party under this paragraph.
- 21. Liability; Indemnification:** The Participant agrees that neither the Company nor the Venue will be responsible for any injury, loss, or damage that may occur to the Participant, the Participant's agents, employees, or property, or to any other person's property, prior, during, or subsequent to the period covered by this Agreement (a "Covered Liability"), except for such injury, loss, or damage which is caused solely by the gross negligence or willful misconduct of an employee of the Company or Venue and which is hereby specifically excluded from the definition of Covered Liability. The Participant hereby expressly releases the Company and Venue from any Covered Liability and agrees to indemnify the Company and Venue and its and their employees, officers, directors, shareholders, members, managers, contractors and agents against any and all claims, costs, losses, and expenses (including reasonable attorneys' fees) for any Covered Liability or any claims for infringement or violation of an intellectual property right by a third party in connection with the Participant's submitted logo or sponsorship material.



- 22. Representations and Warranties:** EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, THE COMPANY MAKES NO, AND EXPRESSLY DISCLAIMS ANY, REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE EVENTS LISTED ON THE ADDENDUM(S), SPONSORSHIP OF THE EVENTS LISTED ON THE ADDENDUM(S), OR SPONSORSHIP BENEFITS AND ANY OTHER SERVICE PROVIDED BY THE COMPANY HEREUNDER. THE PROVISIONS OF THIS PARAGRAPH SHALL SURVIVE TERMINATION OR EXPIRATION OF THE AGREEMENT.

- 23. Entire Agreement/Amendments to Agreement:** This Agreement, the Participant Instructions (as amended from time to time), and all attached Addendum(s) contain the entire agreement of the Parties with respect to the subject matter hereof and may not be amended except by a writing signed by both the Company and the Participant, except that, from time to time, the Company may (i) amend the form Addendum to provide for additional events and/or (ii) update or amend the Participant Instructions as needed. After executing this Agreement, the Participant may submit additional Addendum(s) that, if accepted by the Company and signed by both Parties, shall become fully incorporated herein.

- 24. Non-Assignability:** The Participant may not assign this Agreement or any of its rights under this Agreement without the Company's prior written consent.

- 25. Governing Law and Legal Remedies:** This Agreement is governed by and is to be constrained and enforced in accordance with the laws of the State of Missouri without regard to its conflicts of law principles or rules. The Participant shall be required to bring any legal action or proceeding with respect to or arising out of this Agreement in the Circuit Court of St. Louis County in the State of Missouri or, if such court does not have jurisdiction, in any court of general jurisdiction in St. Louis County, Missouri. In the event that the Parties are unable to resolve disputes amicably and litigation results, the prevailing Party shall be entitled to be reimbursed for all costs and expenses, including reasonable attorney's fees.

- 26. Waivers:** Any waiver of or failure of the Company to enforce any term or condition of this Agreement shall not operate as or be deemed to be a further or continuing waiver of such term or condition or affect in any manner the Company's right at a later time to enforce or require performance of such term or condition or any other term or condition hereof.

- 27. Severability:** If any provision of this Agreement is held to be invalid or unenforceable, it will be construed to have the broadest interpretation which would make it valid and enforceable. Invalidity and unenforceability of one provision will not affect any other provision of this Agreement.

- 28. Counterparts and Electronic Signatures:** This Agreement may be executed in multiple counterparts and by facsimile transmitted signature, and all such counterparts and signatures shall constitute this entire Agreement.

- 29. Notice:** The Participant shall follow the Participant Instructions with respect to any communications with or notices to the Company. Notices to the Participant by the Company may be made through the following contact information of the Participant:

Participant Name: _____ *Contact:* _____

Phone Number: _____ *Fax Number:* _____

Address: _____

E-mail Address: _____

[Signature Page Follows]



By signing this Agreement, the below signatory represents that s/he is a fully authorized representative of the Participant listed above with full authority to enter into this Agreement, and the Participant hereby affirms that it is in agreement with the foregoing and that it has read, understands, and agrees to be bound by this Agreement and all attachments hereto.

PARTICIPANT:

[Name of Participant]

Signature: _____ Date: _____
Printed Name: _____
Title: _____

COMPANY:

Data Connectors I, Inc.

Signature: _____ Date: _____
Printed Name: _____
Title: _____

After the forms are complete, please fax them to 636-778-9496 or send them via email to cmeier@dataconnectors.com



Participant Instructions

1. Please fax Data Connectors a copy of the executed Sponsorship Agreement and all Addendum(s) to 636-778-9496 or send it via email to cmeier@dataconnectors.com.
2. Remit payment at least 30 days prior to the applicable event(s) to:
(Master Card /Visa /AMEX accepted):

Data Connectors
Attention: Events
500 Chesterfield Center, Suite 320
Chesterfield, Missouri 63017

3. Email a copy of your company logo in JPEG format (for our web-site and the conference directory) to: info@dataconnectors.com.

Please contact Data Connectors if you have any questions or concerns:

info@dataconnectors.com
Or
636-778-9495



ADDENDUM TO THE TECH-SECURITY CONFERENCE SPONSORSHIP AGREEMENT

This Addendum is made expressly subject to that certain Tech-Security Conference Sponsorship Agreement dated _____, by and between the Participant identified below and Data Connectors I, Inc. (the "Agreement"). The Participant acknowledges that the Agreement was entered into on its behalf, ratifies the execution of such Agreement, and agrees to be bound thereby with respect to this Addendum. This Addendum may not amend, modify or change the Agreement.

This Addendum may be amended, modified, or changed only by a written amendment that is signed by an authorized representative of each Party. Data Connectors I, Inc. expressly disclaims any unsigned amendments, alterations or modifications to this Addendum.

Participant Name: _____

Name of Authorized Representative: _____

Title of Authorized Representative: _____

Signature of Authorized Representative: _____

Date: _____

AGREED TO BY DATA CONNECTORS I, INC.:

Signature: _____

Name: _____

Title: _____

Date: _____

City & Date	General Session Speaker <i>45 minutes</i> \$4000 \$3500	General Session Speaker <i>30 minutes</i> \$3500 \$3000	Registration Table Sponsor \$2500 \$2000	Table Top \$950 New York & Canada Table Tops - \$1,100 \$900 (\$1,000 for NYC & Canada)	ADD-ON Lanyard & Bag Sponsor \$1000	ADD-ON Bag inserts \$300
Phoenix – 11/29/18						
Dallas – 12/05/18						
Wash DC – 12/06/18						
Chicago – 12/12/18						
Ft. Lauderdale 12/13/18						
Columbus – 01/17/19						
Houston – 01/24/19						
Salt Lake City 01/31/19						
Charlotte – 02/07/19						
Indianapolis– 02/14/19						
Des Moines– 02/21/19						



City & Date	General Session Speaker <i>45 minutes</i> \$4000 \$3500	General Session Speaker <i>30 minutes</i> \$3500 \$3000	Registration Table Sponsor \$2500 \$2000	Table Top \$950 New York & Canada Table Tops - \$1,100 \$900 (\$1,000 for NYC & Canada)	ADD-ON Lanyard & Bag Sponsor \$1000	ADD-ON Bag inserts \$300
Denver - 02/28/19						
Detroit - 03/14/19						
Toronto - 03/21/19 TT is \$1,100						
Atlanta - 03/28/19						
Dallas - 04/04/19						
LA - 04/11/19						
Hartford - 04/18/19						
Memphis - 04/25/19						
Philadelphia- 05/02/19						
Chicago - 05/09/19						
San Antonio- 05/16/19						
Louisville - 05/30/19						
Seattle - 06/06/19						
Baltimore - 06/13/19						
Boston - 06/20/19						
Tampa - 06/27/19						
Minneapolis- 07/11/19						
Raleigh - 07/18/19						
Vancouver- 07/25/19 - TT is \$1,100						
NYC - 08/01/19 TT is \$1,100						
Sacramento- 08/08/19						
Austin - 08/15/19						
Pittsburgh- 08/22/19						
Richmond - 08/29/19						



City & Date	General Session Speaker <i>45 minutes</i> \$4000 \$3500	General Session Speaker <i>30 minutes</i> \$3500 \$3000	Registration Table Sponsor \$2500 \$2000	Table Top \$950 New York & Canada Table Tops - \$1,100 \$900 (\$1,000 for NYC & Canada)	ADD-ON Lanyard & Bag Sponsor \$1000	ADD-ON Bag inserts \$300
Montreal – 09/05/19 TT is \$1,100						
Atlanta – 09/12/19						
Phoenix – 09/19/19						
Little Rock– 09/26/19						
Milwaukee 10/03/19						
Jacksonville– 10/10/19						
Toronto – 10/17/19 TT is \$1,100						
Omaha – 10/24/19						
San Diego– 11/07/19						
Kansas City– 11/14/19						
Nashville – 11/21/19						
Dallas – 12/04/19						
St. Louis – 12/05/19						
Anaheim – 12/11/19						
Cincinnati – 12/12/19						