

2018 Grace Hopper Celebration

Sponsorship Terms

Thank you for your interest in sponsoring and participating in the Anita Borg Institute (“AnitaB.org”) 2018 Grace Hopper Celebration (“GHC”) for Women in Computing event (the “Event”). By registering to become a sponsor of the Event (“Sponsor”), Sponsor agrees to abide by these terms and conditions between Sponsor and AnitaB.org (“Terms”). You, the individual registering on behalf of Sponsor, acknowledge and represent that you have read these Terms and have the full right and authority to agree to these Terms on behalf of Sponsor.

1. Registration and Sponsorship

- 1.1. To register to become a sponsor of the Event, Sponsor must complete the sponsorship purchase process within the GHC ecommerce environment and properly submit all the requested materials during the applicable registration period set by AnitaB.org (the “**Registration**”). Purchase order numbers, if Sponsor requires them, will be required at the time of the Registration. If a purchase order is required, Sponsor must submit the purchase order to AnitaB.org within 10 days of the Registration. If the purchase order is not received within such 10-day period, the order will be canceled. Sponsor’s Registration (and as such its sponsorship of the Event) is subject to acceptance by AnitaB.org at its sole discretion. AnitaB.org will notify Sponsor if Sponsor’s Registration is rejected within 30 days of proper submission thereof by Sponsor.
- 1.2. If AnitaB.org does not reject Sponsor’s Registration, Sponsor will be awarded the sponsorship as set forth in the Registration subject to these Terms, including timely payment of all applicable sponsorship amounts (the “**Sponsorship**”). Details of each type or level of Event sponsorship offered by AnitaB.org are provided on the GHC website and those details applicable to the Sponsorship constitute the only benefits offered by AnitaB.org to Sponsor for its Sponsorship (such applicable benefits package, the “**Sponsorship Package**”). AnitaB.org will use commercially reasonable efforts to provide to Sponsor the benefits of the Sponsorship Package

subject to Sponsor's ongoing compliance with these Terms. The Sponsorship Package may only be modified by written agreement executed by authorized representatives of AnitaB.org and Sponsor.

- 1.3. Subject to the benefits awarded to Sponsor pursuant to the Sponsorship Package, AnitaB.org has the right to determine, in its sole discretion, the manner and means by which the Event is executed and conducted, including with respect to the selection of other sponsors and exhibitors, speakers, participants, and attendees of the Event and the various programs and panels presented during the Event.
- 1.4. In order for Sponsor to participate in booth selection, and to reserve hotel rooms, AnitaB.org must receive payment in full. After March 1, 2018, or after receipt of payment if payment is received after March 1, 2018, AnitaB.org (or an authorized AnitaB.org third party agent) will provide Sponsor with instructions for the completion of:
 - complimentary and purchased registrations;
 - booth selection; and
 - completing hotel reservations.

2. Sponsorship Payment and Payment Terms

- 2.1. Sponsor will pay AnitaB.org the full sponsorship amount as set forth in the Registration ("**Sponsorship Payment**"). Sponsorship payment is due within 30 days of the date of the Sponsorship Invoice. Interest accrues on late payments at the lesser of one and one-half percent (1.5%) per month, or the highest rate allowed by law, from the original payment due date, without prejudice to any other remedies available to AnitaB.org in law or equity. Without limiting the foregoing, if the Sponsorship Payment is not received within such 30-day period, AnitaB.org may, upon written notice to Sponsor, terminate the Sponsorship and these Terms without liability.
- 2.2. The Sponsorship Payment does not include:
 - (i) Individual tickets to attend the Event, unless otherwise expressly stated in the Sponsorship Package;

- (ii) Accommodation costs: Sponsor is responsible for making Sponsor's (including all individuals that attend the Event on behalf of Sponsor) own lodging arrangements and any other accommodations; and
- (iii) Fees or payments under any orders Sponsor places with, or for services obtained by Sponsor from, any Event decorator or other third-party vendor in connection with Sponsor's exhibit or booth at, or any other aspect of its Sponsorship of, the Event.

2.3. The Sponsorship will not be complete unless and until the Sponsorship Payment is received by AnitaB.org from Sponsor. All payments are non-refundable and will be made in U.S. dollars.

3. Sponsor Conduct

3.1. The GHC Participant Event Terms and Conditions (currently located at <http://ghc.anitab.org/event-terms-conditions/>), GHC Code of Conduct (currently located at <http://ghc.anitab.org/code-of-conduct/>), and any other policies or guidelines applicable to sponsorship or participation in the Event as made available by AnitaB.org (including in the Event registration or sponsorship package or on the GHC website), each as may be updated from time to time by AnitaB.org (collectively, "**Event Policies**"), are hereby incorporated by reference into these Terms. Sponsor hereby accepts and agrees to comply with, and will ensure that all individuals and entities acting on its behalf in connection with the Sponsorship (including those that participate in or otherwise attend the Event) comply with, the Event Policies. In the event of a conflict between these Terms and any of the Event Policies, these Terms will control.

3.2. Without limiting anything set forth in the Event Policies:

- (i) Sponsor may not transfer, sell, sublet, assign, or apportion any part of the Sponsorship Package or any other benefits or rights awarded to Sponsor as part of the Sponsorship;
- (ii) Sponsor is solely responsible for any orders it places with any Event decorator, as applicable, or other third-party vendor in connection with Sponsor's exhibit at the Event or any other aspect of the Sponsorship;

- (iii) During the Event, Sponsor may distribute, provide, or otherwise make available samples, souvenirs, publications, and any other materials to participants or other attendees of the Event only at Sponsor's booth or exhibit, if any, at the Event, unless otherwise specifically stated in the Sponsorship Package;
- (iv) Sponsor's conduct in connection with the Sponsorship (including its Sponsor Materials and any of its advertising, promotional, or marketing activity or materials relating to the Event) will comply with all applicable laws, rules, and regulations and will not defame, slander, or libel any third party or violate or infringe any third-party rights;
- (v) Sponsor shall conduct and operate the Sponsorship so as not to annoy, endanger or interfere with the rights of other exhibitors, sponsors, participants, and attendees of the Event;
- (vi) Sponsor's conduct must support the mission of AnitaB.org and AnitaB.org reserves the right to terminate the Sponsorship and these Terms immediately if AnitaB.org reasonably determines that Sponsor has not acted in alignment with the AnitaB.org mission and Sponsor fails to cure such conduct within 30 days' notice thereof from AnitaB.org;
- (vii) Upon notice from AnitaB.org, Sponsor shall immediately cease any conduct during the Event resulting in complaints from any other exhibitor, sponsor, participant, or any attendee of the Event or which, in the sole opinion of AnitaB.org, exposes such parties to annoyance or danger;
- (viii) Sponsor expressly agrees not to sponsor, organize, or manage any entertainment, meetings, tours, special events, hospitality suite functions, private functions, conference, or other similar event or activity during the Event hours that AnitaB.org reasonably believes may have an adverse effect on attendance at the Event unless previously approved in writing by AnitaB.org;
- (ix) Prior to scheduling an event in conjunction with the Event, Sponsor agrees to provide in writing to AnitaB.org detailed information for any entertainment, meetings, tours, special events, hospitality suite functions, private functions, conference, or other similar event or activity planned during the Event. Details will include date, time, location, planned audience, planned number of

attendees and type of function. Details shall be emailed to ghc@anitab.org and will be kept confidential; and

- (x) AnitaB.org believes its community should be truly open for everyone. As such, AnitaB.org is committed to providing a friendly, safe and welcoming environment for all attendees of the Event free from discrimination, including on the basis of gender, gender identity, sexual orientation, disability, race, ethnicity, age and religion. This principle extends to events held by Grace Hopper Celebration Sponsors, and Sponsor agrees to operate with this principle in mind. Therefore, if a Sponsor event has capacity and an attendee walks up and asks to be included, Sponsors are expected to honor the Grace Hopper Celebration principles and welcome them.

4. Event Attendee Database and Resume Database

- 4.1. As between AnitaB.org and Sponsor, any database and other records (including any data or information therein) relating to Event sponsors, exhibitors, speakers, attendees or other individuals participating in AnitaB.org activities and services that are collected, maintained or organized by or on behalf of AnitaB.org (“**AnitaB.org Databases**”) are the confidential information of AnitaB.org and AnitaB.org hereby retains, and will retain, all right, title, and interest (including intellectual property rights) in and to any such database and records.
- 4.2. If AnitaB.org discloses an AnitaB.org Database (including any data or information therein) to Sponsor (“**Disclosed Information**”), Sponsor acknowledges and agrees to the following:
 - (i) Each sponsor, exhibitor, speaker, attendee and any other individual provides their own information to AnitaB.org and AnitaB.org is not responsible for any inaccuracies in Disclosed Information;
 - (ii) Disclosed Information from an AnitaB.org Database may be used by Sponsor solely for the purpose for which it was provided and solely in accordance with all applicable laws and regulations and this Section 4.2;
 - (iii) Without limiting the generality of the foregoing, Disclosed Information from the AnitaB.org Database holding resumes of individuals may be used by Sponsor solely to contact the applicable individuals that Sponsor is interested

- in interviewing for a possible job opportunity and Sponsor may not use such Disclosed Information for marketing, promotional, or advertising purposes;
- (iv) Disclosed Information may not be disclosed to any other party, including its channel partners, resellers, distributors, independent sales representatives, or independent software vendors;
 - (v) Sponsor will maintain and protect the confidentiality of Disclosed Information in the same manner that it protects the confidentiality of its own proprietary and confidential information of like kind, but in no event shall Sponsor exercise less than reasonable care in protecting such Disclosed Information;
 - (vi) Upon termination of these Terms by AnitaB.org as permitted hereunder, unless otherwise agreed to by AnitaB.org in writing, Sponsor will immediately cease all use of Disclosed Information; and
 - (vii) Sponsor will indemnify, defend, and hold harmless AnitaB.org and its directors, officers, employees, and agents from and against any and all third-party claims, losses, expenses, liabilities and damages arising out of, or relating to, any breach of this Section 4.2.

5. Event Materials; Marketing and Branding

- 5.1. Any Sponsor content or materials (“**Sponsor Materials**”) that Sponsor desires to be included, as permitted by the Sponsorship, in Event branding or marketing or other materials to be presented, distributed, provided, or used by or on behalf of AnitaB.org at or in connection with the Event (the “**Event Materials**”) must be submitted before the applicable date set forth in on the GHC website. Inclusion of late Sponsor Materials in Event Materials will be at AnitaB.org’s sole discretion.
- 5.2. Sponsor hereby grants AnitaB.org a non-exclusive right to use any trademark, trade name, service mark, design, name, logo, domain name, or other identifying mark (collectively, “**Marks**”) of Sponsor (i) to provide the Sponsorship Benefits to Sponsor and (ii) in connection with any branding for the Event, any other Event Materials, and the GHC (including any advertising, promotional, or marketing materials or activity relating to the Sponsorship or Event and to identify Sponsor as a sponsor on the GHC website). If the Sponsorship includes the sponsorship of an Event item and the Sponsorship Package permits Sponsor to put its brand on

such item, AnitaB.org reserves the right to select and finalize the design of the branded Event item.

- 5.3. Sponsor will cooperate with AnitaB.org to advertise, promote, or market the Sponsorship upon AnitaB.org's reasonable request. Any reference to, or use of, the name or any logo or other Mark of the Event or AnitaB.org ("**AnitaB.org Marks**") by Sponsor, including in connection with any advertising, promotional, or marketing materials or activity, will be subject to AnitaB.org's prior written approval and AnitaB.org's then-current trademark usage guidelines. Subject to the foregoing, AnitaB.org hereby grants Sponsor a non-exclusive, non-transferable, non-sub-licensable right to use the AnitaB.org Marks during the Term (i) to promote, advertise, and market its association with and its status as a sponsor of the Event and (ii) on any Event materials that Sponsor is obligated or otherwise authorized as part of the Sponsorship to create and distribute at or in connection with the Event. If AnitaB.org notifies Sponsor that any use of AnitaB.org Marks by Sponsor does not comply with AnitaB.org's trademark usage guidelines, Sponsor shall immediately remedy the use to the satisfaction of AnitaB.org or terminate such use.
- 5.4. Neither party shall use, register, or attempt to register in any jurisdiction any Mark that is confusingly similar to or incorporates any of the other party's Marks. All uses of a party's Marks, and all goodwill associated therewith, shall inure solely to the benefit of such party. As between AnitaB.org and Sponsor, (i) each party shall retain all right, title and interest in and to its Marks; (ii) AnitaB.org will retain all right, title and interest in and to the Event Materials, subject to Sponsor's underlying rights in and to any Sponsor Materials included therein; and (iii) Sponsor will retain all right, title, and interest in and to the Sponsor Materials provided hereunder. AnitaB.org reserves all rights not expressly granted in these Terms.

6. Term and Termination

- 6.1. These Terms will be effective as of the date of acceptance by Sponsor (including by completing the Registration). Either party may terminate these Terms and the Sponsorship immediately upon written notice to the other party if (i) the other

party materially breaches these Terms and such breach: (a) is incapable of cure; or (b) being capable of cure, remains uncured 30 days after the non-breaching party provides the breaching party with written notice thereof; or (ii) the other party becomes insolvent, files for any form of bankruptcy, makes any assignment for the benefit of creditors, or ceases to conduct business.

6.2. The provisions set forth in Sections 2.3, 3.2(ii), 4, 5.2, 5.4, 6.2, 8, and 9, and any other right or obligation of the parties in these Terms that, by its nature, should survive termination or expiration of these Terms, will survive any expiration or termination of these Terms.

7. Insurance

7.1. AnitaB.org, its contractors, and the George R. Brown Convention Center do not maintain insurance policies covering sponsor property. Sponsors must have property insurance in place to insure their products and all displays from the time they leave their place of business until their return after the event. Sponsors should obtain adequate insurance coverage, at their own expense, for any property loss or damage.

7.2. Sponsors are required to carry Commercial General Liability Insurance with limits of at least \$1,000,000 per occurrence, \$2,000,000 aggregate. AnitaB.org and the George R. Brown Convention Center shall be named as Additional Insured. This insurance must be in force during the lease dates of the event. Sponsor shall, at their own expense, maintain insurance in effect throughout the Event, including move-in and move-out days as outlined below.

7.3. Sponsor certificate of insurance must include:

- (i) Commercial General Liability insurance coverage of not less than \$1,000,000 single occurrence/\$2,000,000 aggregate combined limit for bodily injury and property damage, including coverage for personal injury, broad form contractual liability, operation of mobile equipment, product and liquor liability (where applicable) and automobile liability insurance coverage of not less than \$1 million combined single limit for bodily injury and property damage, including coverage for non-owned and hired vehicles, including loading and unloading operators, in which AnitaB.org and the George R. Brown Convention Center are named as additional insured.

- (ii) Sponsor also agrees to obtain and maintain in effect throughout the Event workers' compensation and employers' liability insurance in such minimum amounts as are required by law or are otherwise consistent with prudent business practice. Sponsor agrees to waive the right of subrogation of their insurance carrier against AnitaB.org and the Event Facility to recover loss sustained for real and personal property.

8. Limitation of Liability

Except for breach of section 4, in no event will either party or its vendors, directors, officers, employees, or agents (“**party entities**”) be liable to the other party for any indirect, incidental, special, reliance, consequential, punitive damages, or any damages for loss of profits, goodwill, reputation, use, data, or other intangible losses arising out of or relating to the sponsorship or the event, whether based on warranty, contract, tort (including negligence), statute or any other legal theory, whether or not the party entities have been informed of the possibility of such damage. Except for breach of section 4, each party agrees that the aggregate liability of the other party entities to it for any and all claims arising out of this agreement (whether in contract, tort, or otherwise) will not exceed the sponsorship payment.

9. General Terms

- 9.1. Except as expressly set forth in this agreement, AnitaB.org makes no representations or warranties with respect to the event or AnitaB.org's conduct or execution thereof or any event materials and hereby disclaims all other warranties, whether express, implied, statutory or otherwise, including any warranties of merchantability, noninfringement, fitness for a particular purpose, satisfactory quality, and accuracy. Neither the Sponsorship nor any other participation in the Event by Sponsor means, implies, or suggests any endorsement of any kind by ANITAB.ORG of Sponsor and Sponsor will not indicate or suggest otherwise to any third party.
- 9.2. AnitaB.org will not be liable for any delay or failure to perform any obligation under these Terms or conduct or execute the Event where the delay or failure results from any cause beyond its reasonable control, including acts of God, labor

disputes or other industrial disturbances, systemic electrical, telecommunications, or utility failures, earthquake, storms or other elements of nature, blockages, embargoes, riots, acts or orders of government, acts of terrorism, cyber-attacks or war, or denial of any service other than for AnitaB.org's breach.

9.3. These Terms, including the Event Policies, Sponsor's Registration as accepted by AnitaB.org, and any other documents or terms expressly incorporated by reference, constitutes the entire agreement and understanding between the parties concerning the Sponsorship and may be amended only by a written document executed by a duly authorized representative of each party.

9.4. These Terms shall be governed by the laws of the State of California without regard to conflict of law principles. AnitaB.org and Sponsor agree to submit to the personal and exclusive jurisdiction of the state courts and federal courts located within Santa Clara County, California for the purposes of litigating all such disputes.