



AGILE ALLIANCE™ AGILE EUROPE2016 SPONSORSHIP AGREEMENT

The Sponsorship Agreement is entered into effective as of the date set forth on the signature page hereto (the "Effective Date") by and between Agile Alliance, an Illinois not-for-profit corporation ("Agile") and the sponsor set forth on the signature page hereto ("Sponsor"). In consideration of the mutual covenants contained herein and for other good and valuable consideration, Agile and Sponsor (sometimes referred to separately as "Party" and collectively, as "Parties"), hereby agree as follows:

1. Sponsorship Basics. Sponsor agrees to provide the sponsor level of financial and event activities support for the "Event" (defined below) in accordance with the following information:

PLEASE COMPLETE ALL SECTIONS BELOW:

EVENT: AgileEurope2016 _____

SPONSOR NAME: _____

SPONSOR ADDRESS: _____

SPONSOR CONTACT: _____

CONTACT TELEPHONE: _____ CONTACT EMAIL: _____

CONTACT FAX: _____

SPONSORSHIP LEVEL: _____ FINANCIAL COMMITMENT: USD\$ _____

PAYMENT TERMS: One-half of the Sponsor's financial commitment shall be due and payable within 30 days of the date of this Agreement and the balance thereof on or before May 15. Should you wish to pay by Credit Card please enter that information on the signature page.

CANCELLATION REQUIREMENTS: Sponsor may cancel this Agreement and receive a refund of one-half of its paid financial commitment, PROVIDED, Agile receives written notice of cancellation from Sponsor on or before May 15, 2016. After the Cancellation Deadline, Sponsor shall forfeit its right to any refund of paid financial commitments and remain liable, as liquidated damages for wrong cancellation, the sum of one-half of the total financial commitment plus the total of the amounts paid by Agile to the Event venue management on account of the Event.

EVENT ACTIVITIES: In addition to its financial commitment, Sponsor agrees to provide and/or participate in the following ways related to its Event Sponsorship hereunder:

INSERT APPLICABLE EVENT ACTIVITIES AND/OR DELIVERABLES: See Exhibit A, if applicable.



2. Intellectual Property Rights. The Parties grant to one another the non-exclusive right to use each other's trade name, trademarks, and logos, if any (the "Marks") as part of press releases, marketing, advertising, and promotional materials solely in connection with the Event. All such use shall be subject to the Marks' owner's prior review and written consent. The Marks' owners reserve all rights not otherwise expressly granted herein; this limited license to use the Marks accordingly will have no effect on ownership and/or title thereto.

3. Confidentiality. Each of the Parties (the "Receiving Party") shall maintain the confidentiality of this Agreement and all confidential information of the other Party (the "Disclosing Party") and shall not release, disclose or divulge any such confidential information without the prior written consent of the other Party. The Receiving Party may only use and copy such confidential information as is necessary to carry out its activities contemplated by this Agreement (but subject to the provisions thereof) and for no other purpose. The Receiving Party may disclose confidential information to its employees, personnel, subcontractors and representatives on a "need to know basis", provided that it shall first instruct such employees and personnel to maintain the confidentiality thereof. A Disclosing Party's confidential information shall not include information that: (a) is or becomes a part of the public domain through no act or omission of the Receiving Party; (b) was in the Receiving Party's lawful possession prior to the disclosure and had not been obtained by the Receiving Party either directly or indirectly from the Disclosing Party; (c) is lawfully disclosed to the Receiving Party by a third party without restriction on disclosure; (d) is independently developed by the Receiving Party; or (e) is required by applicable law to be disclosed.

4. Indemnification; Insurance; Limitation on Liability.

(a) Sponsor will indemnify, defend and hold harmless Agile, its affiliates, officers, directors, agents and employees from and against any and all costs, expenses, lawsuits (including reasonable attorneys' fees), damages, fines, penalties, or other liabilities ("Losses") which may arise from any act, error or omission of Sponsor or any of Sponsor's employees or subcontractors in connection with this Agreement and/or Sponsor's participation in the Event, including, without limitation, personal injury and/or property damage, infringement or violation of third party intellectual property rights.

(b) Sponsor shall provide to Agile and/or the Event venue management, if required, proof of insurance under a comprehensive general liability policy providing for a minimum of \$2,000,000 per occurrence and \$5,000,000 in the aggregate coverage and, if required by the Event venue management, specific off-site exhibition coverage in similar amounts.

(c) TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EACH PARTY DISCLAIMS, AND IN NO EVENT SHALL THEY BE LIABLE TO ONE ANOTHER FOR ANY SPECIAL, INCIDENTAL, INDIRECT, AND CONSEQUENTIAL OR PUNITIVE DAMAGES WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, BUSINESS INTERRUPTION, OR LOSS OF DATA OR OTHER INFORMATION ARISING OUT OF THIS AGREEMENT.

5. General Provisions.

(a) Notice. Any notice, request, demand, consent, or other communication required or permitted under this Agreement shall be in writing and given by courier delivery, or sent by first class US mail, postage prepaid, or transmitted by facsimile or electronic mail (email) to the Parties at the



addresses set out on the signature page hereto and shall be deemed to have been received on the date on which it was delivered or transmitted by facsimile or electronic mail, or on the third business day following the date of such mailing.

(b) Force Majeure. Neither Party shall be liable for any delay or failure to perform its obligations hereunder due to strikes, labor disputes, riots, storms, floods, explosions, accidents, acts of God, acts or orders of government, war terrorism, the failure of vendors or other sponsors to perform, media event cancellations or any other cause or causes which are beyond its reasonable control.

(c) Non-Waiver. The failure by either Party to exercise any right, power or option given hereunder, or to insist upon the strict compliance with the terms and conditions of this Agreement will constitute a waiver of any terms or conditions of this Agreement with respect to any other or subsequent breach thereof, nor a waiver by such Party of its right at any time thereafter to require strict compliance with all of this Agreement's terms and conditions.

(d) Attorney Fees. If Agile finds it necessary to engage an attorney to enforce any of its rights under this Agreement, whether or not litigation is initiated, and Sponsor is either adjudicated to be liable to Agile hereunder or settles any dispute with Agile that involves the payment by the Sponsor, then Sponsor shall also pay Agile's reasonable attorney fees arising from such litigation and/or settlement.

(e) Governing Law; Jurisdiction and Venue. This Agreement shall be governed by the laws of the State of Illinois, as applied to agreements made, entered into and performed entirely in Illinois by Illinois residents and the Parties agree to submit to the jurisdiction of the Illinois State Courts and Cook County, Illinois for purposes of adjudicating any matter arising from this Agreement and, further agree, to accept service of process in such litigation by certified US mail.

(f) Entire Agreement. This Agreement, including any exhibits hereto, contains the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, representations, and proposals, written or oral, relating to such subject matter. No supplement, modification or other change in the terms hereof shall be effective unless in writing and signed by both Parties by their duly authorized representatives.

[Signature Page To Follow]



IN WITNESS WHEREOF, the Parties have signed this Agreement by their duly authorized representatives intending to be legally bound hereunder.

AGILE ALLIANCE

[SPONSOR]

By:	By:
Print Name:	Print Name:
Title:	Title:
Notice Address: Agile Alliance 6525 Idumea Rd. Corryton, TN 37721 USA	Notice Address:
Tel: +1 971.220-2111	Tel:
	Fax:
Email: operations@agilealliance.org	Email:

Date Signed: _____ Date Signed: _____

Indicate here if you would like to receive invoices payable online: _____

Credit Card Information: Please indicate which payments are to be made by Credit Card:

Initial Payment 50% of total ___ Final Payment Balance Due ___

Name: _____

Billing address: _____

Credit Card Type: Circle One: MasterCard, Visa, American Express Credit Card

Number: _____

CVV: (On the reverse of the card, last three digits if Visa or Mastercard, 4 on Front of card AMEX):

_____ Expiration Date: _____



EXHIBIT A

SPONSOR EVENT ACTIVITIES AND/OR DELIVERABLES

Leave blank if no special arrangements are being made.

AgileEurope2016