



AGILE ALLIANCE® deliver:Agile 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: deliver:Agile2020 _____

SPONSOR NAME: _____

SPONSOR ADDRESS: _____

SPONSOR CONTACT: _____

CONTACT TELEPHONE: _____ CONTACT EMAIL: _____

CONTACT FAX: _____ DATE _____

SPONSORSHIP LEVEL: _____ FINANCIAL COMMITMENT: \$ _____

2. Definitions. For purposes of this Agreement, the following terms have the meanings set forth below.

"Agile Member" means only the individuals recognized as members in good standing of Agile.

"Agile Membership Information" means only the first and last names of the Agile Members in attendance at the Event and, if applicable, such Agile Members' then employer's name and e-mail address.

"Confidential Information" means information that a party (as a Disclosing Party) discloses or makes available to the other party (a Receiving Party) about the Disclosing Party's business, its confidential intellectual property, trade secrets, third-party confidential information, including the Agile Membership Information, as an example, and other sensitive or proprietary information, whether orally, in writing, electronic, or other form or media and whether or not marked, designated, or otherwise identified as



“confidential”. Confidential Information shall not include information that, at the time of disclosure and as established by documentary evidence that (i) is or becomes generally available to and known by the public other than as a result of, directly or indirectly, any breach of this Agreement by the Receiving Party or any of its affiliates; (ii) is or becomes available to the Receiving Party on a non-confidential basis from a third-party source, provided that such third party is not and was not prohibited from disclosing such Confidential Information; (iii) was known by or in the possession of the Receiving Party or its affiliates before being disclosed by or on behalf of the Disclosing Party; (iv) was or is independently developed by the Receiving Party without reference to or use, in whole or in part, of any of the Disclosing Party’s Confidential Information; or (v) is required to be disclosed under applicable federal, state or local law, regulation, or a valid order issued by a court or governmental agency of competent jurisdiction.

“Event” means deliver: Agile2020.

“Losses” for purposes of Section 9 of this Agreement, means the actual and incurred damages, judgments, litigation costs and expenses (including reasonable attorneys’ fees) and court ordered or governmental authority assessment of fines and/or penalties suffered by a Party for which it seeks indemnification from the other Party under this Agreement.

“Sponsor Benefits” means the list of opportunities for Sponsor’s participation in the Event as detailed on Schedule A attached hereto.

3. Sponsor Fee; Payment; and Duties.

a. In consideration of the Sponsor Benefits described on Schedule A, Sponsor shall pay to Agile the full amount of the financial commitment amount noted above in two equal installments with the first installment due no later than 60 days prior to the Event and the second installment no later than 30 days prior to the Event Date. If Sponsor fails to do so, Sponsor shall lose its rights to receive any of the Sponsor Benefits and shall be liable to Agile for the damages it suffers as a result of such failure to timely pay the Sponsor fee.

b. To permit the timely preparation of Agile Event promotion materials and announcements, Sponsor shall deliver samples of all electronic and printed materials it intends to use in connection with the Event (“Sponsor Materials”) no later than 30 days prior to the Event

4. Term and Termination.

a. The term of this Agreement shall begin on the Effective Date and continue thereafter until 15 days after the Event is completed, provided, however, the Parties’ contractual commitments as contained in Sections 6 (Confidentiality), 8 (Representations), 9 (Indemnification), 10 (Personal Information Privacy Protection), and 11 (General Provisions) shall survive the termination of this Agreement for as long as permitted under applicable statutes of limitation.



b. This Agreement shall be terminable as provided for in this Section 4b as follows:

i. Termination by Agile for Event Cancellation. Agile may terminate this Agreement at any time without liability to Sponsor, except for the refund of any financial commitment paid as of the time of the termination, if the Event is cancelled by Agile for any reason.

ii. Termination by Agile for Nonpayment. This Agreement may be terminated by Agile if Sponsor fails to make timely payment of the Sponsor financial commitment upon Agile giving Sponsor notice thereof within 5 days of the payment due date.

iii. Termination by Sponsor. Sponsor may terminate this Agreement and receive a refund of any financial commitment payments made to Agile upon giving written notice thereof no more than 6 months and no less than 3 months prior to the first scheduled date of the Event. If Sponsor fails to timely notify Agile of its election to terminate hereunder, Sponsor shall forfeit its right to any refund of the paid financial commitments and remain liable to Agile for damages resulting from or arising out of Sponsor's wrongful termination.

iv. Termination by Either Party. Either Party may terminate this Agreement, immediately, upon written notice if the other party (A) becomes insolvent or is generally unable to pay, or fails to pay its debts as they become due; (B) files or has filed against it a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law; (C) makes or seeks to make a general assignment for the benefit of its creditors; or (D) applies for or has appointed a receiver, trustee custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

c. Effect of Termination. On the expiration or earlier termination of this Agreement:

i. License Termination. All licenses granted thereunder will also terminate and each party shall immediately cease using the other Party's Marks;

ii. Relief from Obligations. Unless termination is pursuant to Section 4bii, the Parties will be relieved of their respective further obligations under Sections 10 hereunder; and

iii. Refund. If termination is pursuant to Section 4biii, Agile shall refund to Sponsor all previously paid financial commitment amounts as Sponsor's sole remedy for such termination.

5. 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.

6. Confidentiality. The Receiving Party shall (i) protect and safeguard the confidentiality of the Disclosing Party's Confidential Information with at least the same degree of care as the Receiving Party would use to protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care and use all reasonable legal, organizational, physical, administrative, and technical measures, and security procedures to ensure the Confidential Information is not accessed, disclosed, duplicated, used, modified or lost by any unauthorized persons; (ii) not use the Disclosing Party's Confidential Information, or permit it to be accessed or used, for any purpose other than to exercise its rights or perform its obligation under this Agreement; (iii) not disclose any such Confidential Information to any person or entity, except to the Receiving Party's employees and/or contractors who need to know such Confidential Information to assist the Receiving Party, or act on its behalf, to exercise its rights or perform its obligations under this Agreement.

The Receiving Party shall be responsible for any breach of this Section 6 caused by any of its affiliates, employees, contractors, or other agents.

7. Insurance. Throughout the Term, Sponsor shall obtain and/or maintain, at its sole cost and expense, the types and amounts of insurance coverage as are set forth in Schedule B attached hereto. All such insurance policies shall be issued by insurance companies reasonably acceptable to Agile, require the insurer to give Agile at least 30 days' prior written notice of cancellation, non-renewal, or reduction of policy coverage amounts, waive any right of subrogation of the insurers against Agile, and name Agile (and/or the Event venue organization, if required by such organization) as additional insureds thereunder.

8. Representations and Warranties.

a. Each party represents and warrants to the other party that: (i) it is duly organized, validly existing, and in good standing as a corporation or other entity as represented herein under the laws and regulations of its jurisdiction of incorporation, organization, or chartering; (ii) it has the full right, power, and authority to enter into this Agreement, to grant the rights and licenses granted hereunder, and to perform its obligations hereunder; (iii) the execution of this Agreement by its representative whose signature is set forth at the end hereof has been duly authorized by all necessary corporate action of the party; and (iv) when executed and delivered by both parties, this Agreement will constitute the legal, valid, and binding obligation of such party, enforceable against such party in accordance with its terms.

b. Organizer further represents and warrants that the Organizer Marks and Sponsor's use thereof in accordance with this Agreement will not infringe, misappropriate, or otherwise violate any rights of any third party.

c. Sponsor further represents and warrants that the Sponsor Marks and Organizer's use thereof without alteration and otherwise strictly in accordance with this Agreement will not infringe, misappropriate, or otherwise violate any rights of any third party.



9. Indemnification. Each Party (the “**Indemnifying Party**”) agrees to indemnify and hold the other party (the “**Indemnified Party**”) harmless for Losses arising out of or resulting from any third-party claims or governmental authority compliance claims against the Indemnified Party that are specifically and directly related to the Indemnifying Party’s performance or failure to perform its obligations under this Agreement and, further provided, that the Indemnifying Party obligation to indemnify the Indemnified Party shall not apply if the Losses arise out of or are related to the Indemnified Party’s own negligence. Nothing in this Section 9 shall be deemed to act as a waiver of any right or remedy at law or equity of either Party.

a. Sponsor agrees to indemnify and hold Agile harmless from Losses arising out of or resulting from any third party claims suffered by Agile as a result of a claim made by a third party or a governmental authority of competent jurisdiction that arising out of or is related to (i) a breach of any of Sponsor’s representations and warranties as set forth in Section 8a herein; (ii) intellectual property infringement claims related to Sponsor’s Marks; and (iii) Sponsor’s material malfeasance or failure to perform its obligations owed to Agile under this Agreement.

b. Agile agrees to indemnify and hold Sponsor harmless from Losses arising out of or resulting from any third party claims suffered by Sponsor as a result of a claim made by a third party or a governmental authority of competent jurisdiction that arises out or is related to (i) a breach of any of Agile’s representations and warranties as set forth in Section 8b herein; (ii) intellectual property infringement claims related to Agile’s Marks; and (iii) Agile’s material malfeasance or failure to perform its obligation owed to Sponsor under this Agreement.

c. IN NO EVENT WILL AGILE BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, FOR ANY (a) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES, (b) INCREASED COSTS, DIMINUTION IN VALUE, OR LOST BUSINESS, PRODUCTION, REVENUES, OR PROFITS, (c) LOSS OF GOODWILL OR REPUTATION, (d) USE, INABILITY TO USE, LOSS, INTERRUPTION, DELAY, OR RECOVERY OF ANY DATA OR BREACH OF DATA OR SYSTEM SECURITY, OR (e) COST OF REPLACEMENT GOODS OR SERVICES, IN EACH CASE REGARDLESS OF WHETHER AGILE WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE. IN NO EVENT WILL AGILE'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, EXCEED THE LESSER OF THE DOCUMENTED DAMAGES OR TOTAL AMOUNTS PAID TO AGILE UNDER THIS AGREEMENT.

10. Personal Information Privacy Protection. To the extent Sponsor receives Agile Membership Information and any of such information contains protected “personal information” subject to any U.S. federal or state privacy and/or breach notification laws or the European Union General Data Protection Regulation (“**GDPR**”) (collectively, the “**Privacy and Data Protection Requirements**”), Sponsor agrees with Agile to the following provisions regarding the Agile Membership Information: (i) to use the



Agile Membership Information for the Permitted Use only; (ii) to amend, transfer or delete the Agile Membership Information and to stop, mitigate, or remedy any unauthorized processing thereof; (iii) to reasonably assist Agile with meeting Agile's compliance obligations under the Privacy and Data Protection Requirements, taking into account the nature of the Sponsor's limited access to and rights of use relative thereto; (iv) to immediately notify Agile of any unauthorized access to or use of the Agile Membership Information; (v) implement appropriate technical and organizational measures designed to safeguard the Agile Membership Information against unauthorized or unlawful processing, access, copying, modification, storage, reproduction, display, or distribution, and against accidental loss, destruction, or damage.

11. 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: 971.220-2111	Tel:
	Fax:
Email: operations@agilealliance.org	Email:

Date Signed: _____ Date Signed: _____

Agile Alliance will provide invoices that can be paid with a credit card, by check, or wire transfer.



SCHEDULE A

SPONSOR EVENT ACTIVITIES AND/OR DELIVERABLES

SCHEDULE B SPONSOR INSURANCE REQUIREMENTS

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