

OCTOBER 18-21, 2021

Henry B. Gonzalez Convention Center | San Antonio, Texas

### 1. CHOICE OF SPONSORSHIP(S)

- Platinum sponsor *(exclusive)* —\$60,000
- Gold sponsor *(exclusive)* —\$35,000
- Silver sponsor *(exclusive)* —\$15,000
- Virtual platform sponsor *(exclusive)* —\$25,000
- Speakers Dinner sponsor *(exclusive)* —\$30,000
- Networking experience sponsor *(exclusive)* —\$20,000
- Senior executive roundtable sponsor *(exclusive)* —\$20,000
- Editors' Studio sponsor *(exclusive)* —\$20,000
- Coffee Break sponsor —\$15,000
- Charging station sponsor —\$12,000
- Private meeting room space —\$10,000
- Vendor showcase sponsor —\$7,500
- Sponsored video package —\$5,000
- Beverage station sponsor —\$5,000
- Attendee Bag sponsor *(exclusive)* —\$5,000 + Cost of Bags
- Hotel Key Card sponsor *(exclusive)* —\$5,000 + Cost of Card Keys
- Host Utility sponsor *(exclusive)* —\$25,000
- \$5K a Day Giveaway sponsor —\$2,000
- Bag Insert sponsor —\$1,500 + Cost of Items

TOTAL ORDERED: \$ \_\_\_\_\_ SR/DATE: \_\_\_\_\_

### 2. CONTACT INFORMATION

Name \_\_\_\_\_ Title \_\_\_\_\_

Company \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Phone \_\_\_\_\_ Fax \_\_\_\_\_ E-mail \_\_\_\_\_

### 3. METHOD OF PAYMENT

A) Credit Card:

B) Please Invoice

C) Check Enclosed

- MasterCard
- Visa
- AMEX
- Discover

Card# \_\_\_\_\_ CVV# \_\_\_\_\_ Exp. Date \_\_\_\_\_

Name on Card \_\_\_\_\_ Signature \_\_\_\_\_

### RETURN COMPLETED APPLICATION TO:

Return Completed Application to Todd Cusumano (tcusumano@accessintel.com) via email.

I hereby apply for a sponsorship for the Experience POWER Conference & Exhibition. By signing the application above, I agree to pay a non-refundable 50% of the total fee of the sponsorship. Should my company or I cancel after April 18, 2021, it is understood that the remaining balance of the sponsorship is contractually due to Experience POWER. As a sponsor, I also agree to pay the sponsorship fee within 30 days after receiving the invoice.

Signature \_\_\_\_\_ Date \_\_\_\_\_

# ACCESS INTELLIGENCE, LLC SPONSORSHIP TERMS AND CONDITIONS

## 1. Cancellation by Sponsor:

(a) After acceptance by Access Intelligence, LLC, Sponsor may cancel or reduce the scope of this Agreement only with the specific written consent of Access Intelligence, LLC. Any requests for cancellations or other modifications of this Agreement, including reductions in Sponsor's sponsorships, must be submitted to Access Intelligence, LLC in writing and will be granted or denied in the sole discretion of Access Intelligence, LLC.

(b) If Access Intelligence, LLC accepts any cancellation or modification of this Agreement, the Sponsor shall be subject to the following cancellation fees, which shall be deemed to be liquidated damages and not a penalty:

- 50% of the specified fee if the cancellation notice is received and accepted by Access Intelligence, LLC six-month's prior to the event start date as noted on the contract.
- 100% of the specified fee if the cancellation notice is received and accepted by Access Intelligence, LLC on or after six months prior to event start date as noted on the contract.
- For modifications that constitute less than a complete cancellation, the amount of liquidated damages will be determined by Access Intelligence, LLC, based on a reasonable pro-ration of the foregoing.

(c) Subsequent replacement of the sponsorship cancelled by the Sponsor does not relieve Sponsor of the obligation to pay the cancellation fee.

(d) If the cancellation fee due to Access Intelligence, LLC exceeds the amount previously paid by the Sponsor for the sponsorship, the Sponsor must pay the balance to Access Intelligence, LLC within 30 days of Access Intelligence, LLC's acceptance of the written cancellation/modification request. If the cancellation fee due to Access Intelligence, LLC is less than the amount previously paid by the Sponsor, Access Intelligence, LLC will refund the excess to the Sponsor 30 days following the event.

## 2. Approvals and Delivery:

All materials and primary contact names that are supplied by the Sponsor are subject to approval by Access Intelligence, LLC. To provide for such approval, all such materials must be submitted by the Sponsor to Access Intelligence, LLC no less than 45 days prior to the first day of the event.

If Sponsor is supplying logos and other materials for Access Intelligence, LLC's production, such goods must be received by Access Intelligence, LLC or it's designated contractor at the predetermined and agreed date, which is to be no less than 30 days prior to the first day of the event programs. Delays caused by the failure of the Sponsor to provide required materials may cause the omission of the logos or the materials specified in the appropriate sponsorship.

If Sponsor is supplying the finished product, such goods must be received by Access Intelligence, LLC or its specified contractor no less than 14 days prior to the first day of the event's programs.

## 3. Indemnity:

Sponsor agrees to indemnify, defend and save harmless Access Intelligence, LLC, and its officers, employees and agents, from and against any and all liability for the content of Sponsor's advertisements and/or sponsorships purchased hereunder (including text, illustrations, representations, sketches, maps trademarks, labels or other copyrighted mater) and for the unauthorized use of any trademarks or copyrighted materials or any person's name or photograph arising from the reproduction and display of the advertisements purchased hereunder.

## 4. Rules and Regulations:

Sponsor agrees to abide by all rules and regulations governing the event, which are promulgated by Access Intelligence, LLC and its management. If Sponsor fails to comply with such rules, or with the terms of this Contract, Access Intelligence, LLC may, in its discretion, deny Sponsor the right to proceed with its sponsorship and require Sponsor to forfeit all fees theretofore paid under this Agreement.

## 5. Samples:

Sponsor agrees to hold Access Intelligence, LLC harmless should the final product differ from the sample shown and Sponsor will not be entitled to any financial or other compensation.

## 6. Conflicting Meeting and Social Events:

In the interest of the entire event, Sponsor agrees not to extend invitations, call meetings, or otherwise encourage absence of Show attendees, exhibitors, or invited guests from the educational sessions or Exhibit Hall during the official hours of the sessions or the event.

## 7. Cancellation Or Postponement Of Show:

In the event that any unforeseen occurrence shall force the movement of dates, location (in person or online) or render the fulfillment of this Agreement impossible or inadvisable by Access Intelligence, LLC, this Agreement shall be transferred to new date or location, amended or terminated as determined by Access Intelligence, LLC to be appropriate. Sponsor hereby waives any claim against Access Intelligence, LLC for damages or compensation in the event of such amendment or termination. As it determines to be appropriate, Access Intelligence, LLC may return a portion of the amount paid for sponsorship after deduction of any amounts necessary to cover expenses incurred in connection with the event programs. Such expenses shall include, but not be limited to, all expenses incurred by Access Intelligence, LLC as a result of contracts with third parties for services or products incidental to the event programs, including out of pocket expenses incidental to the event programs, and all overhead expenses attributable to the production of the event programs. Access Intelligence, LLC shall not be financially liable in the event the event programs is interrupted, canceled, moved, dates changed or executed in a virtual environment online.

## 8. Sponsor Default:

If Sponsor is in default of any obligation to Access Intelligence, LLC (including specifically failure to pay Access Intelligence, LLC per payment terms outlined in Section 1), Access Intelligence, LLC is not obligated to fulfill terms of Sponsorship and may terminate Sponsor's right under this contract to participate in the event programs. If Access Intelligence, LLC elects to exercise such right of termination, it shall first give Sponsor written notice stating its intent to terminate and the action that Sponsor must take to avoid termination. If Sponsor fails to cure the default within 10 days of the date of notice from Access Intelligence, LLC, Sponsor shall have no further right to participate in the event programs. Access Intelligence, LLC's liability to return any amounts paid by Exhibitor under this contract will be limited as set forth in paragraph 6 above. Furthermore, Access Intelligence, LLC may retain any amount that would otherwise be returned to Exhibitor and apply such retained amount to satisfy the liability to Access Intelligence, LLC for which Exhibitor is in default.

## 9. MISCELLANEOUS:

(a) Waiver by either party of any term or condition or breach shall not constitute a waiver of any other term or condition or breach of this Agreement. The rights of any party shall not be deemed waived except as specifically stated in writing and signed by an authorized representative of such party.

(b) If any provision of this Agreement is held invalid or unenforceable, neither the remaining provisions of this Agreement nor other applications of the provisions involved shall be affected thereby.

(c) This Agreement shall be interpreted under the laws of the State of Delaware. The parties agree that any dispute arising under this Agreement will be submitted to the federal or state courts of the State of Delaware. (d) This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof and specifically supersedes all prior agreements or commitments, whether in writing or oral. No amendment or modification to this Agreement shall be valid and binding on the parties unless set forth in writing and signed by both parties.

# ACCESS INTELLIGENCE VIRTUAL EVENT TERMS & CONDITIONS

**1.DEFINED TERMS:** This contract is between Access Intelligence, LLC (hereafter referred as Producer) and the company listed (hereafter referred to as Sponsor) for Event (hereafter referred to as the Event).

**2.PAYMENT:** Sponsor shall pay the Sponsor fee to Event within 30 days after signing contract. An invoice will be sent to you. All prices are net and non-commissionable. All payments to be paid in US funds. Upon signature on completed contract, Sponsorship shall be in effect. If Sponsor fails to make the required payment in a timely manner, Event may terminate this contract and Sponsor's participation in the Event without further notice and without obligation to refund monies previously paid. Event reserves the right to refuse Sponsor's participation in the Event if Sponsor is in arrears of any payment due to Event. If payment is not made, Event is expressly authorized to make Sponsorship available to others without releasing Sponsor from any liability hereunder. Event has the right to omit any company not paid in full by deadline above from the official Event web site and virtual platform.

**3.SPONSOR CANCELLATION:** If Sponsor desires to cancel this contract, Sponsor may only do so by giving written notice thereof to Event with evidence of receipt. In such event, Sponsor shall be liable for the following cancellation fee: 50% of the total cost of Sponsor's participation if such cancellation is effective until 3 months prior to Event date listed on the Contract; and 100% of the total cost of Sponsor's participation if such cancellation is effective within 3 months of the Event Date on the Contract. Payment of cancellation fee must be received by Event within 15 days after cancellation. The effective date of any cancellation shall be the date Event actually receives Sponsor's written notice as specified above. Sponsor understands this cancellation fee has been incorporated into this contract as a valid pre-estimate of damages Event will sustain which will not be capable of precise determination and is considered to be liquidated and agreed-upon damages suffered as a result of Sponsor's cancellation and is not a penalty. Subsequent reassignment of canceled Sponsorship shall not affect this cancellation assessment.

**4.CANCELLATION OR INTERRUPTION OF EVENT:** If for any reason beyond Event's control (e.g., fire, casualty, flood, epidemic, earthquake, explosion, accident, blockage, embargo, inclement weather, governmental restraints, act of public enemy, riot or civil disturbance, impairment or lack of adequate transportation, technology, power or connectivity outages, inability to secure sufficient labor, technical or other personnel, municipal, state or federal laws, or act of God), the Event, or any part thereof, is prevented from being held or interrupted, Producer may cancel the Event. In such event, Producer shall not be responsible for delays, damage, loss, increased costs, or other unfavorable conditions arising by virtue thereof, and Sponsor waives claims for damage arising there from.

**5.POSTPONEMENT OF EVENT:** If for any reason the dates of the Event should be changed, no refund will be due to Sponsor. Event will re-assign Sponsorship to Sponsor, and Sponsor agrees to use Sponsorship under the terms of this contract. Producer shall not be financially liable or otherwise obligated in the event that the Event is relocated or postponed.

**6.LIMITATION OF LIABILITY; INDEMNITY:** Producer nor any of its officers, agents, employees or other representatives, shall be held liable for, and each is hereby released from any damage, loss, harm, or injury to the person or property of Sponsor or any of its visitors, officers, agents, employees or other representatives, resulting from Sponsor's participation in the Event, licensing and/or use of Sponsorship space hereunder, or the failure of Producer to make available the Sponsorship space/Sponsorship or hold the Event, however caused, including that caused by Producer's, or its officers', agents', employees' or other representatives' negligence. Sponsor shall indemnify, defend, and hold harmless Producer and its respective owners, directors, officers, employees, agents and representatives, from, any and all claims, demands, suits, liability damages, loss, costs, attorneys' fees, and expenses of any kind which might result or arise from its participation in the Event, its licensing and/or use of Sponsorship space hereunder, or any action or failure to act on the part of Sponsor or its officers, agents, employees, or other representatives. Sponsor represents and warrants that it complies with all Event rules & regulations; and that it holds the necessary rights to permit the use of the logo and other materials it provides to Event for the purpose of this contract; and that the use, reproduction, distribution, or transmission of these materials will not violate any criminal laws or any rights of any third parties, including, but not limited to, such violations as infringement or misappropriation of any copyright, patent, trademark, trade secret, music, image, or other proprietary or property right, false advertising, unfair competition, defamation, invasion of privacy or rights of celebrity, violation of any anti-discrimination law or regulation, or any other right of any person or entity.

**7.COPYRIGHTED MATERIALS:** Sponsor shall not violate any copyrights with respect to writings, music or other material used by it at the Event or at any affiliated function, and assumes sole liability and responsibility for the use and display of all copyrighted materials at the Event, and shall obtain any and all necessary licenses therefore.

**8.LISTINGS AND PROMOTIONAL MATERIALS:** By participating in the Event, Sponsor grants to Producer a fully-paid, limited non-exclusive license to use, display and reproduce the name, trade names and product names of Sponsor in any Event directory (print, online or other media) listing the Sponsoring companies at the Event and to use such names in Event promotional materials. Event shall not be liable for any errors in listings or descriptions or for omissions. Sponsor's items and personnel appearing during the Event may be included in Event photographs and used for Event promotional purpose.

**9.SPONSOR CONDUCT:** Sponsor and its employees/representatives shall conduct itself in a manner in accordance with standards of decency and good taste.

**10.AMENDMENT, INTERPRETATION:** Producer shall have full power in the enforcement and interpretation of all terms, conditions and rules, and the power to make amendments and set further terms, conditions, and rules as it deems necessary and in the best interest of the Event. The connectives "and" and "or" shall be construed both conjunctively and disjunctively, the term "including" shall mean including without limitation, words in the singular include the plural, and words in the plural include the singular.

**11.TAXES, LICENSES:** Sponsor shall be responsible for obtaining all licenses, permits and approvals under local, state or Federal law applicable to its activity at, and obtaining all tax identification numbers and paying all taxes, license fees and other charges that become due to any governmental authority in connection with the Event.

**12.AGREEMENT TO TERMS, CONDITIONS AND RULES:** Sponsor agrees to observe and abide by the foregoing terms, conditions and rules, and by such reasonable additional terms, conditions and rules made by Producer from time to time for the efficient and safe operation of the Event all of which constitute a part of this Agreement. The rights of Producer under this contract shall not be deemed waived except as specifically stated in writing and signed by an authorized representative of Producer.

**13.ENTIRE AND BINDING CONTRACT:** This contract constitutes the entire contract between Producer and Sponsor with respect to the subject matter herein and supersedes all prior written and oral contracts or statements not referenced herein. No representation, statement, condition, warranty or contract not contained or referenced in this contract shall be binding or have any force or effect whatsoever.

**14.NO WAIVER:** The failure of either Sponsor or Producer to enforce any of their rights under this contract shall not constitute a waiver or modification of this contract, and either Sponsor or Producer may, within the time provided by applicable law, take appropriate action to enforce any such rights.

**15.SEVERABILITY:** If any term or provision of this contract shall to any extent be held invalid or unenforceable, the remaining terms and provisions of this contract shall not be affected thereby, but each term and provision hereunder shall be valid and enforced to the fullest extent permitted by law.

**16.MODIFICATIONS/ASSIGNMENT:** No supplement, assignment, amendment or modification of this contract shall be effective unless it is in writing and signed by both Producer and Sponsor.

**17.ATTORNEY'S FEES:** In any action or proceeding which either party brings against the other to enforce its rights hereunder, the unsuccessful party shall pay all costs incurred by the prevailing party, including reasonable attorneys' fees, which amounts shall be a part of the judgment in said action or proceeding.

**18.GOVERNING LAW:** This contract is governed by the laws of the State of Delaware as applied to contracts entered into and performed within such state. Sponsor agrees that the courts located in the State of Delaware shall constitute the exclusive forum for the resolution of any and all disputes arising out of, connected with or related to this contract of breach of any provision of this contract. Sponsor waives any right to assert lack of personal or subject matter jurisdiction and agrees that venue property lies in Wilmington, DE.

**19.ENTIRE AGREEMENT:** This Contract constitutes the entire agreement of the parties with respect to the subject matter hereof and specifically supersedes all prior agreements or commitments, whether in writing or oral. No amendment or modification to this Contract shall be valid and binding on the parties unless set forth in writing and signed by both parties.