

# FedID 2024 Sponsor Rules

THIS SPONSORSHIP AGREEMENT (the "Agreement") is entered into by and between the AFCEA International (AFCEA) and Sponsor Company (Sponsor) and shall become a contract upon execution. This Agreement shall confirm the details of Sponsor's sponsorship of Federal Identity Forum & Exposition (Event) being held June 26-27, 2024.

The individual executing this Contract represents and warrants that he/she is duly authorized to execute this binding contract on behalf of the Company.

IN CONSIDERATION of the mutual undertakings and promises of the parties as set forth below, the parties agree as follows:

## 1. SPONSORSHIP

1. AFCEA and Sponsor will develop and execute the sponsorship in accordance with the terms and conditions set forth in this Agreement and as set forth in any Attachments and/or Exhibits to the Agreement. AFCEA and Sponsor agree they will perform their duties and responsibilities in a professional manner consistent, at all times, with industry standards and in accordance with applicable laws and regulations.

1.1. In consideration of the rights granted in the Agreement, Sponsor agrees to pay AFCEA a Sponsorship Fee as defined on page one of this Agreement and a 100% deposit is to be included with this Agreement. For the Sponsorship Fee, AFCEA agrees to provide Sponsor services as outlined in the Official Sponsorship Brochure. Remaining balance of the Sponsorship Fee is to be paid 60 days prior to the start of the event.

## 2. INTELLECTUAL PROPERTY

2.1 Each party is granted a nontransferable, non-exclusive license to use the other party's materials, marks and logos (collectively "Intellectual Property") solely for the promotion and execution of the Sponsorship at the Event as set forth herein and only during the agreed upon period.

2.2 Upon expiration or termination of the Sponsorship, each party will cease using the other party's Intellectual Property and to the extent possible will, at the request of the other party, either destroy or return such Intellectual Property to the other party.

## 3. EFFECTIVE DATE, TERM, AND TERMINATION

3.1 Effective Date and Term: Unless the Agreement is terminated earlier in accordance with its terms and conditions, the term of this Agreement shall commence on the Effective Date and terminate at the conclusion of the parties' obligations pertaining to the Event.

3.2 In the event either party commits a material breach of any provision contained within the Agreement, and such breach remains uncured after thirty (30) days written notice specifying the breach, the non-breaching party may terminate the Agreement. Upon expiration or termination of this Agreement each party agrees to timely comply with the terms of Section 2.2 above. In the event this Agreement is terminated for material breach of a party following the commencement of the Event and/or Sponsorship activities, the parties agree nonetheless to cooperate to the extent necessary to avoid interruption of the Event. Such cooperation shall not be construed to waive any claim or defense a party may have.

In the event of cancellation by Sponsor, AFCEA shall determine an assessment covering the resale of sponsorship, prior services performed, and other damages related to cancellation, according to the following schedule:

100% cancellation fee upon cancellation

AFCEA must receive written notification of the cancellation by registered or certified mail. Date cancellation notice is received by AFCEA will determine above assessment charges. In the event of either a full or partial cancellation of space by a Sponsor, AFCEA reserves the right to resell canceled sponsorship, regardless of the cancellation assessment. Subsequent resale of canceled sponsorship does not relieve the canceling Sponsor of the obligation to pay the cancellation assessment. Appropriate payment must be received within 15 days of cancellation.

3.3 Should the Event in this Agreement be canceled or postponed by AFCEA, either prior to the start of the Event or after the Event has officially commenced (determined by the earliest date and time listed in the Event program itinerary), AFCEA will provide a credit equal to the Sponsor Fee paid under the terms of this Agreement for use at a future AFCEA Event within a period of one

(1) year from the start date of the cancelled Event. These credits may not be applied to AFCEA Chapter events.

Any Sponsor credit not used toward a Sponsorship of another AFCEA event within the one-year period following the cancelled event may be applied to AFCEA membership dues or donated to the AFCEA Educational Foundation, a 501(c)(3) tax exempt organization. After the expiration of the one (1) year period following the cancelled Event any unused Sponsor credit not used or applied as provided in Section 3.3 above will be forfeited by the Sponsor.

## 4. LIMITATION OF LIABILITY

In no event shall either party be liable to the other party for any indirect, incidental, consequential, special, or exemplary damages (even if that party has been advised of the possibility of such damages), arising from breach of this Agreement, or any provision of this Agreement, such as, but not limited to loss of revenue or anticipated profits or lost business.

## 5. FORCE MAJEURE

Neither party shall be liable to the other in the event its failure to perform its obligations under the terms of the Agreement results from: (i) compliance with any law, ruling, order, regulation or order of any court or government decision or action of competent jurisdiction; (ii) acts of God or other circumstances beyond the reasonable control of the parties; (iii) acts or omissions of the other party; (iv) fires, strikes, embargoes, war, acts of domestic terrorism, civil insurrection or riot, (v) a weather event or curtailment of transportation facilities preventing or unreasonably delaying [at least 25% of attendees and guests from attending the Event, or (vi) or other emergency beyond the party's control making it inadvisable, illegal or impossible to hold the Event or which materially affects a party's ability to perform its obligations here under. Any delay resulting from any of said causes shall extend performance accordingly or excuse performance, in whole or part, as may be reasonable under the circumstances. The terminating party shall endeavor to give notice of termination to the other party as soon as reasonably practicable in an effort to minimize the impact of termination.

In the event of a termination as a result of a Force Majeure event as defined above, neither party will have any liability to the other party hereunder.

## 6. PAYMENT

A 100% deposit for the sponsorship is due at signing of the Agreement as stipulated in Section 1.1 unless other arrangements are made with and approved by AFCEA. Any such arrangements must be made in writing and included with this Agreement. Any late payment will be subject to a late payment penalty calculated at eighteen (18) percent annually on the outstanding balance for the period the payment is late.