

Carahsoft XPONENTIAL 2024 - Sponsorships

Carahsoft is pleased to offer sponsorship opportunities to both attending and non-attending partners. Carahsoft will be targeting our promotional email campaign toward past show attendees and any other potential leads who will not be in attendance at XPONENTIAL 2024. Please inform your Carahsoft marketing POC of your interest in participating before signing and returning this contract.

Event Details

Exhibiting Days: April 23-25, 2024

Location: [San Diego Convention Center](#)

Carahsoft Booth: [#3025](#)

Networking Reception:

Date: Tuesday, April 23, 2024

Time: 6:00 PM - 8:00 PM PT

Location: [Union Kitchen & Tap Gaslamp](#)

Sponsorships are available on a first-come, first-served basis. We look forward to your participation!

NETWORKING HAPPY HOUR SPONSORSHIPS:

These sponsorships are available specifically at the Carahsoft Happy Hour. Sponsors will be included in online and print promotions relating to the reception only. Each sponsorship has its own unique attributes, please read the descriptions carefully.

MUSIC SPONSORSHIP (1 Available) \$2,500

- Opportunity to choose a song that will be played by the DJ/Band
 - Announcement from DJ/Band "This song is PRESENTED BY..."
 - Shout out throughout the reception by the DJ/Band
- Sponsorship signage "Music Sponsored by: [VENDOR LOGO]"
- Unique registration link for you to share with your customers and on any promotions
- Logo inclusion on promotional campaign email

CONTRIBUTOR - GENERAL PROMOTION SPONSORSHIP (10 Available) \$1,500

- Logo inclusion on our "Thank You to Our Sponsors" sign at reception entrance
- Unique registration link for you to share with your customers and any promotions
- Logo inclusion on promotional campaign email



Master Sponsorship Agreement

This Master Sponsorship Agreement is entered into by and between _____ (“Sponsor”) and Carahsoft Technology Corp. (“Organizer”) as the date signed by both parties (“Effective Date”) and shall continue for the duration of the activity or event(s) (“Event”) listed in the applicable marketing plan or SOW (“SOW”) which may be amended by written agreement of the parties (the Sponsorship Agreement and SOW collectively referred to as the “Agreement”). Sponsor and Organizer are each a “party” and collectively shall be referred to as the “Parties”.

Sponsor and Organizer hereby agree as follows:

1. **Event Payment Terms.** Sponsor will pay to Organizer the Event fee(s) specified on the “SOW” (the “Event Fee”) and will comply with all payment terms contained therein. All costs will be invoiced at the end of the show. If a confirmed demo would no longer like to participate, "demoing company" is responsible for the costs listed below. Total amount shall be paid in US Dollars by credit card (please note that all credit card transactions are subject to a 3% processing fee), purchase order(s), or check made payable to Carahsoft Technology Corp. Checks should be mailed to Carahsoft, ATTN: Accounts Receivable, 11493 Sunset Hills Rd., Reston, VA 20190. All fees are deemed fully earned and non-refundable once received. Demos may not assign or transfer any portion of its interest in this agreement. All charges will be made by Carahsoft.
2. **Use of Name, Trademark, Logo.** Each party may use the other party’s name, trademarks, and logos (“Marks”) before, during, and after the Event for the sole purpose of promoting Sponsor’s sponsorship of the Event or as otherwise expressly set forth in this Agreement. Each party may use the other party’s Marks solely in the format provided by such party. Each party reserves all rights to its respective Marks, copyrights, patents, and other intellectual property rights. Except as expressly set forth herein, no rights to either party’s Marks, copyrights, patent, or other intellectual property rights are transferred or licensed pursuant to this Agreement.
3. **Cancellation.** By Organizer. If Organizer cancels or makes any changes to the Event dates, time, and/or location, Organizer shall (i) provide written notice of the cancellation or change to Sponsor; and (ii) refund all Event Fees paid by Sponsor upon cancellation or change if Sponsor cannot attend based on such change to the Event. By Sponsor. Sponsor may cancel the Agreement at any time and, upon cancellation, its liability to Organizer shall be payment to Organizer for any amounts paid by Organizer under an applicable SOW in accordance with the Agreement.
4. **Insurance.** Organizer agrees to maintain Comprehensive General Liability insurance covering the Event, including personal property damage and bodily injury coverage, with limits of at least \$1,000,000 for each occurrence. Organizer will furnish Sponsor with evidence of such insurance upon Sponsor’s request.
5. **Liability.** Each party’s entire liability to the other under this Agreement is limited to the Event Fee paid or /payable under this Agreement, provided that personal injury and damage to real or tangible property is not subject to this limitation. Neither Party will be liable to the other for any consequential, incidental, special, reliance, or indirect damages, whether or not a party has been advised of the possibility of such damages.
6. **Authority and Compliance with Law.** Each party represents and warrants to the other that it has the full power and authority necessary to enter into this Agreement and to make it a binding and enforceable obligation. Each party represents and warrants to the other party that its performance under this Agreement will comply with all applicable laws, rules, and regulations. Except as stated herein, neither party makes any representations or warranties concerning this Agreement or the Event.
7. **Indemnification.** Each party agrees to indemnify and hold harmless the other, and its respective directors, officers, employees, and agents, against all third party claims, losses, and damages (including reasonable attorneys’ fees) arising out of or relating to its negligence or willful misconduct in connection with this Agreement or the Event. Organizer agrees to indemnify and hold harmless Sponsor, and Sponsor’s respective directors, officers, employees, and agents, against all third party claims, losses,

and damages (including reasonable attorneys' fees) arising out of or relating to Organizer's breach of Section 8 in connection with this Agreement or the Event.

8. **Attendee Information.** Organizer represents and warrants that it has received consent from any individual whose for any personal information that is shared with Sponsor for marketing purposes. Any leads or marketing data containing personal information as defined under applicable privacy laws will be collected, processed and shared in compliance with all applicable laws relating to privacy, electronic marketing communications, and data protection, and organizer will provide all necessary notices and obtain all necessary consents (if any) to share such information with client.
9. **Data Protection and Privacy.** In performing its obligations hereunder, each Party will comply with all applicable laws including data protection and privacy laws. If Organizer provides Sponsor with a list of Event attendees (the "Event Attendee List"), Organizer warrants that: (i) it has complied with all applicable laws in the collection of the information provided on that Event Attendee List; and (ii) it has all rights necessary to transfer the information on that Event Attendee List to Sponsor.
10. **Assignment.** Except for assignment to a parent, subsidiary, affiliate, or successor entity by merger or acquisition, neither party may assign this Agreement without the written consent of Sponsor. Organizer may perform this agreement in conjunction with subcontractors.
11. **Force Majeure.** Neither party shall be liable for any failure to perform due to acts of force majeure, which shall include acts of God, natural disasters, riots, war, terrorism, civil disorder, court order, labor dispute (including failures or fluctuations in electrical power, heat, light, air conditioning or telecommunications equipment or lines), pandemic and other similar causes beyond its reasonable control.
12. **Governing Law.** The validity, performance, and all other matters relating to the interpretation and effect of this Agreement shall be governed by the laws of the Commonwealth of Virginia, USA without regard to its conflict of law principles. The parties agree that the proper venue for all actions arising in connection herewith shall be deemed exclusively proper only in the state and federal courts for Fairfax County, Virginia and the parties consent to such jurisdiction.
13. **Severability.** If any provision of this Agreement is held to be unenforceable, this Agreement shall be construed without such provision.
14. **No Waiver.** Neither party's failure to exercise any of its rights under this Agreement will constitute or be deemed a waiver or forfeiture of those rights.
15. **Entire Agreement, Amendment and Modification.** This Agreement supersedes all other communications, negotiations and prior oral or written statements regarding the subject matter hereof No change, modification, rescission, discharge, abandonment, or waiver of this Agreement whether included in a SOW, order or other communication shall be binding upon either party unless made in writing and signed on their behalf by their duly authorized representatives. All typographical or clerical errors are subject to correction.

Application and Contract for Sponsorship

If you have interest in any of the sponsorships included in this document, please fill it out the form below and return to XPONENTIAL@carahsoft.com.

Sponsor Information

Company/Division:		
Address:		
City:	State/Province:	Zip/Postal Code:
Telephone:	Fax:	URL:
Primary contact:		Title:
Email:		Tel:
Accounting contact:		Email:
Tel:		

Sponsorship Opportunities

Sponsorships are assigned on a first-come, first-served basis and are not deemed final until this application is countersigned and returned to the sponsor.

Select sponsorship (please check):

Carahsoft Reception Sponsorships

- ☐ \$2,500 Music Sponsorship
- ☐ \$1,500 Contributor Sponsorship

This Application and Contract will become effective upon acceptance of this agreement by Carahsoft:

Signature:

Signature:

Date:

Date:

Partner - Sponsor

Carahsoft Tradeshow Rep - Organizer