



EVENT SPONSORSHIP AGREEMENT

This Sponsorship Agreement (the "Agreement") is made and entered into as of the last signature date below (the "Effective Date") by and between DevOps Days Phoenix and _____ (hereinafter referred to as "Sponsor").

RECITALS

WHEREAS DevOps Days Phoenix operates and runs DevOps Days Phoenix conference to be held October 24, 2017 (hereinafter referred to as "Event") at Galvanize (hereinafter referred to as "Venue");

WHEREAS, the Sponsor seeks to sponsor the Event in exchange for the promotions described herein;

NOW, THEREFORE, in consideration of this Agreement, the mutual agreements, covenants and promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Sponsor and DevOps Days Phoenix hereby agree as follows:

1. Gold Level Sponsorship Details:
 - a. Vendor Display Table / Booth. Sponsor can setup a vendor exhibition booth in the designated vendor area. Space allotment will be no larger than twelve (12) feet wide by six (6) feet deep. Two tables will be provided and will be at least 6 feet wide. Longer tables supplied by the venue may be available while supplies last. Chairs will be provided. Should the Sponsor require a power supply, they will need to make that request at least 5 days prior to the event. Sponsors are welcome to display banners and signs behind their table. Sponsors and their booths are required to be respectful to other sponsor's space. Official Event personnel may ask the Sponsor to make adjustments to their space should the Sponsor be effecting the Event or another sponsor space in a negative manner as deemed by official Event personnel.
 - b. "Attendee T-Shirts". Sponsor's logo will be prominently displayed on the attendee t-shirts should DevOps Days Phoenix create one. Also, Sponsor will receive free attendee t-shirts, if they are created, which are ordinarily for sale at the event. The number of shirts will be the same as the number of Free Tickets the sponsor receives (see below).
 - c. Social Media. Sponsor will receive at least four (4) Twitter mentions from the official Event Twitter handle. The Sponsor will plan the Tweets with the Event regarding verbiage and the timing of the Tweet.



- d. Logo Placement. Sponsor will have their logo displayed on the website in the sponsor section of the website. It will also be displayed on any flyers created to promote the event. Finally, Sponsor's logo will be displayed on running slideshow on the day of the Event.
 - e. Event Announcement. Sponsor will be publicly thanked by event organizer for their contribution and support. Organizers will also ask attendees to visit their table to drive traffic to Sponsor's table.
 - f. Tote Bag Giveaway. Sponsor may include up to four (4) items in the official event tote bag which will be given to attendees upon their registration. Items must be approved by Sponsor Coordinator before the event.
 - g. Free Tickets. Sponsor will receive six (6) complimentary "Sponsor Tickets" for the event.
 - h. Meetup exposure. The organizers of DevOps Days Phoenix are involved in a number of amazing Phoenix based MeetUps. Whether we are the hosts, speakers, or organizers, our reach is great. We will put up your logo and make announcements at the specified number of local MeetUps based on your sponsorship level. We will also coordinate with you as to which meetups you'd get the most value out of.
 - i. Presentation time during event. We will be giving Gold sponsors 3 minute presentation spots to share what your company does with the attendees between some of the talks.
2. Event Representative. Any representative of Sponsors company must be a direct member of the Sponsor's organization. It is not acceptable to sub contract or hire outside representatives for the Event.
3. Sponsor Trademarks/Sponsor Materials. Subject to the terms and conditions of this Agreement, Sponsor grants to DevOps Days Phoenix the right to use Sponsor's trademarks, trade names, and logo designs and company descriptions as prepared and delivered to DevOps Days Phoenix by Sponsor ("Sponsor Materials"), in its advertising efforts, marketing materials, and/or promotional goods distributed solely in conjunction with the Event and in accordance with Sponsor's trademark usage guidelines.
4. Venue. At the sole discretion of DevOps Days Phoenix and without prior written notice to the Sponsor, DevOps Days Phoenix may choose to alter the layout of the Venue or move the Event to an entirely different venue location as long as the newly chosen venue remains in the Phoenix Metro area of Arizona.
5. Press. The Parties may independently promote Sponsor's trade name in conjunction with sponsoring the Event, subject to the prior approval of the other Party. Approval of any press release shall be granted or denied within thirty (30) days and shall not be unreasonably withheld, conditioned or delayed. If a denial is not received within thirty (30) days, the press release will be deemed accepted.



6. Indemnity

- a. DevOps Days Phoenix and its Venue shall not be responsible for any loss of or damage to property of Sponsor, its employees, agents, contractors or assigns nor for any personal injury to Sponsor's officers, directors, employees, agents, contractors and/or invitees except to the extent any such claims may be directly and solely attributable to the gross negligence or willful misconduct of DevOps Days Phoenix, its directors, officers, and/or employees.
- b. Sponsor shall indemnify, defend, and hold DevOps Days Phoenix harmless from and against any claims arising out of, or relating directly or indirectly to, content on their respective web sites, use of Sponsor's trademarks and logos, and Sponsor Materials.
- c. Sponsor will give DevOps Days Phoenix prompt written notice of any claim or suit coming within the purview of these indemnities.

7. Limitation of Liability. In no event shall either party be liable to the other party for any incidental, consequential, indirect, or punitive damages (including but not limited to lost profits) regardless of whether such liability is based on breach of contract, tort, strict liability, breach of warranties, failure of essential purpose or otherwise and even if advised of the possibility of such damages. Notwithstanding anything else in this Agreement, DevOps Days Phoenix's liability for any claim against DevOps Days Phoenix shall be limited to the funds available in its own bank account at the time of the claim.

8. Representations. Each party hereby represents and warrants that it has the full power to enter into and perform according to the terms of this Agreement.

9. Term and Termination:

- a. Term. Subject to the terms and conditions herein, this Agreement shall be effective upon the Effective Date and shall continue through October 31, 2017 one week past the event date, unless earlier terminated as otherwise provided in this Agreement (the "Term").
- b. Termination by DevOps Days Phoenix. DevOps Days Phoenix shall be entitled to cancel the Event and/or terminate this Agreement at any time for any reason. In the event DevOps Days Phoenix terminates this Agreement for any reason other than Sponsor's breach DevOps Days Phoenix shall refund any fees received from Sponsor, and at Sponsor's expense, return any materials, and equipment, hardware and/or software loaned by Sponsor for the Event.
- c. Termination by Sponsor; Effect of Termination a) Sponsor may terminate this Agreement for breach by DevOps Days Phoenix after giving DevOps Days Phoenix at least ten (10) days prior written notice specifying the nature of the breach, and giving DevOps Days Phoenix no less than ten (10) days to cure such breach. In the event such breach remains uncured at the end of the notice period, this Agreement shall terminate on the tenth day. If breach occurs fewer



than ten (10) days prior to the Event, Sponsor may terminate this Agreement for breach if such breach is not cured by the first day of the Event. b) If DevOps Days Phoenix terminates this Agreement for Sponsor's breach, DevOps Days Phoenix shall retain any fees received from Sponsor which fees shall be due and payable notwithstanding any such termination. Any equipment, materials and hardware or software of Sponsor shall be returned at the end of the Event and, in the interim, may be used for the purposes contemplated herein notwithstanding such termination. c) If Sponsor terminates for DevOps Days Phoenix's breach, Sponsor shall be entitled to seek a full refund of any fees paid and for the return of any equipment, materials and hardware or software of Sponsor.

- d. Survival. In the event of termination or expiration of this Agreement, paragraphs 5, 6, 7, 8 and 9 shall survive.

10. General Provisions:

- a. Notices. All notices, authorizations and requests in connection with this Agreement shall be deemed given on the day they are (i) deposited in the mail, postage prepaid, certified or registered, return receipt requested; or (ii) sent by air express courier, charges prepaid. Sponsor agrees to send a copy of any notices, via email to: organizers-phoenix-2017@devopsdays.org
- b. Relationship. This Agreement does not constitute and shall not be construed as constituting a partnership, or joint venture relationship between or among the parties.
- c. Confidentiality. Each party expressly undertakes to retain in confidence all information and know-how transmitted to it by the other party that the disclosing party has designated as proprietary and/or confidential or that, by the nature of the circumstances surrounding the disclosure, ought in good faith to be treated as proprietary and/or confidential, and will make no use of such information and know-how except under the terms, for the purposes of and during the existence of this Agreement. Each party's obligation under this Agreement with respect to any particular information shall extend to the earlier of such time as such information is publicly available through no fault of the receiving party or five (5) years following termination of the Agreement.
- d. Construction. The provisions of this Agreement shall be construed according to their fair meaning and neither for nor against any Party hereto irrespective of which Party caused such provisions to be drafted. Each of the Parties acknowledges that it has been represented by an attorney in connection with the preparation and execution of this Agreement or has waived the opportunity to do so.
- e. Governing Law/Jurisdiction. This Agreement and any all disputes arising out of and/or in any way related to it, shall be governed by the laws of the State of



Arizona without regard to its choice of law provision. The parties hereby agree that the exclusive jurisdiction for all actions or claims hereunder or relating hereto shall be the state and federal courts of Phoenix, Arizona. The parties hereby irrevocably submit themselves to the jurisdiction of such courts for such purposes and waive any objections to such jurisdiction on the basis of forum non-convenience or otherwise.

- f. Entire Agreement. This Agreement (i) constitutes the binding agreement between the Parties; (ii) represents the entire agreement between the Parties and supersedes all prior agreements relating to the subject matter contained herein and (iii) may not be modified or amended except in writing signed by the Parties.
- g. Assignment. Sponsor shall not sell, transfer or assign this Agreement or the rights or obligations hereunder, without the prior written consent of DevOps Days Phoenix, such consent not to be unreasonably withheld or delayed. DevOps Days Phoenix may assign this Agreement to any parent, subsidiaries, affiliated entities, or third parties, or as part of the sale of any portion of its business, or pursuant to any merger, consolidation, or reorganization, without the consent of Sponsor.

The sponsor agrees to purchase a sponsorship package at the Gold Level for \$3,500.00. Sponsor can make payment by check or by credit card payment. Please contact DevOps Days Phoenix regarding your desired method of payment. Sponsorship for this event is on a first come-first first-serve basis and this agreement is not final until payment has been made. Please make payment within 72 hours of signage:

The parties have executed this Agreement as of the date set out below: DevOps Days Phoenix and SPONSOR.

Corporate Sponsor Name:

Signature:

Please print name:



Title:

Date:

Event Host: DevOps Days Phoenix

Signature:

Please print name:

Title:

Date:
