

Exhibitor Agreement

Scaled Agile, Inc.

5480 Valmont Road, Suite 100
Boulder, CO 80301



Exhibitor:

Company ("Exhibitor"): _____

Address: _____

Company Contact: _____

Contact Phone: _____

Contact Email: _____

Billing Contact: _____

Billing Email: _____

Billing Address: _____

Effective Date: _____

Exhibitor Packages (Please select one)

- | | | |
|--|--|---|
| <input type="checkbox"/> Big Picture Package
\$15,750 | <input type="checkbox"/> Value Stream Package
\$8,750 | <input type="checkbox"/> Essential Package
\$4,750 |
|--|--|---|

Sponsorship Opportunities (Optional)

- | | | |
|---|--|--|
| <input type="checkbox"/> Bag Inserts
\$2,500 | <input type="checkbox"/> Texas Tailgate
\$3,000 | <input type="checkbox"/> Armadillo Race
\$5,000 |
|---|--|--|

- | | | |
|--|---|---|
| <input type="checkbox"/> Bandanna
\$7,500 | <input type="checkbox"/> Longhorn
\$10,000 | <input type="checkbox"/> Band
\$17,500 |
|--|---|---|

- | | |
|---|--|
| <input type="checkbox"/> Rodeo - Main Sponsor
\$15,000 | <input type="checkbox"/> Rodeo - Supporting Sponsor
\$3,000 |
|---|--|

Total Price: \$ _____

Payment Type: Credit Card Invoice

EXHIBITOR AGREEMENT TERMS AND CONDITIONS

This Exhibitor Agreement (the “Agreement”) is entered into on the Effective Date above by and between Scaled Agile, Inc. (“SAI”) and the Exhibitor set forth on the signature page hereto (“Exhibitor”). The following terms and conditions apply to Exhibitor’s participation in the 2017 SAFe® Summit, taking place October 2 - 6, 2017 (the “Summit”).

1. **Exhibitor Benefits:** Exhibitor shall serve as a non-exclusive Exhibitor of the Summit and shall receive the benefits in accordance with their Exhibitor packages noted above.
2. **Exhibitor Fee:** The Exhibitor Fee is due in full within fifteen (15) days of execution of this Agreement. No portion of the Exhibitor Fee is subject to refund for any reason, unless the Summit is cancelled by SAI. SAI may cancel this Agreement if Exhibitor fails to pay the Exhibitor Fee when due.
3. **Assignment of Space:** SAI will assign the booth, display and/or tabletop space to Exhibitor that is consistent with the Exhibitor package chosen by Exhibitor. Location assignments will be on a first-come, first-served basis, may be modified by SAI due to changes in Summit layout, venue or other factors, and will be made solely at the discretion of SAI.
4. **Use of Space:** Exhibitor may distribute literature, run demonstrations, and promote products within the boundaries of Exhibitor’s assigned space. Exhibitor’s product demonstration, placement or handing out of literature, signage, booth furnishings and lighting all must be within the confines of the assigned space at all times, and may in no way interfere with adjacent space. Demonstrations using audio must use headsets. All booth furnishings, equipment and displays are the responsibility of the Exhibitor, must be constructed safely, and must be installed, occupied and dismantled in accordance with SAI’s schedule and any requirements from hotel management that may be required. SAI may refuse permission to exhibit any products or services SAI deems objectionable or unsuitable for the Summit. Exhibitor shall not assign its space or any portion of that space without the prior written consent of SAI, which SAI may grant or withhold at its sole discretion. If such permission is given, the Exhibitor assumes full responsibility for the conduct of the assignee and all its representatives. Exhibitor shall be solely liable for all costs associated with the use of the space and its Exhibitor of the Summit.
5. **Use of Summit Name & Logo:** Exhibitor may use the name “2017 SAFe® Summit” during the term of this Agreement for the purpose of advertising the Summit or Exhibitor’s presence at the show. Exhibitor acknowledges that SAI owns all right, title, and interest in the Summit name, logo(s), and all other intellectual property relating to the 2017 Summit. Exhibitor shall obtain SAI’s prior written consent in the event Exhibitor wishes to use the Summit logo or any other trademark owned by SAI.

6. Exhibitor Logo and Information: Exhibitor agrees to submit company logo and company/product description within ten (10) days of execution of this Agreement. Exhibitor authorizes SAI to use Exhibitor's submitted logo and description for the Summit program and related marketing material, including on SAI websites. Exhibitor's logo and description should be submitted via email to **kimberly.flory@scaledagile.com** and should comply with the following print specs:

a. Your company logo must be submitted as a vector file (EPS) with fonts outlined (IMPORTANT: SAI is not responsible for providing fonts for printing Exhibitor-submitted logos).

Other Materials may be required by Scaled Agile prior to event.

7. No Conflicting Events: Exhibitor shall not schedule or sponsor any event in connection with the Summit, including without limitation, evening or other events, during any time that overlaps or conflicts with any event published in SAI's Summit schedule or that takes place on the premises while the Summit is in session.

8. Insurance. Exhibitor shall carry and maintain liability insurance and such other insurance policies in sufficient amounts to cover its activities and the activities of its employees and agents at the Summit and all related risks.

9. Observance of Laws: Exhibitor shall abide by and observe all applicable laws, rules and regulations, and ordinances in connection with the Summit and this Agreement.

10. Exhibitor Conduct: Exhibitor and its employees, agents and representatives shall conduct themselves at all times in accordance with highest standards of professionalism and civility. SAI reserves the right to remove Exhibitor or any of Exhibitor's employees, agents, or representatives whose conduct is deemed by SAI to fall egregiously short of such standards.

11. Force Majeure: If SAI determines that, for any reason beyond its control, including without limitation fire, strike, earthquake, damage, construction or renovation to the display site, government regulation, public catastrophe, or act of God ("Force Majeure"), that the Summit or any part of it cannot be held, SAI may cancel the Summit or any part of the Summit. In such event, the liability of SAI to Exhibitor is limited to the amount of the Exhibitor Fee paid. SAI shall determine and refund Exhibitor's proportionate share of the balance of the fees received which remains after deducting all expenses incurred by SAI or that may be in proportion to the amount of the event cancelled.

12. Limitation of Liability: UNDER NO CIRCUMSTANCES WILL SAI OR ITS SUPPLIERS BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, INCIDENTAL, EXEMPLARY, OR INDIRECT DAMAGES, INCLUDING ANY LOST DATA AND LOST PROFITS, ARISING FROM OR RELATING TO THIS AGREEMENT EVEN IF SAI HAS BEEN ADVISED OF THE POSSIBILITY

OF SUCH DAMAGES. SAI'S TOTAL CUMULATIVE LIABILITY IN CONNECTION WITH THIS AGREEMENT, WHETHER IN CONTRACT OR TORT OR OTHERWISE, WILL NOT EXCEED THE AMOUNT OF EXHIBITOR FEES PAID TO SAI IN THE TWELVE MONTHS IMMEDIATELY PRECEDING THE SUMMIT.

13. Indemnification: Exhibitor shall indemnify, defend, and hold SAI harmless from and against all claims and damages, including reasonable attorney's fees against or incurred by SAI arising from or relating to any negligent or actionable content or omission of Exhibitor's officers, agents, employees, contractors, or other representatives in connection with the Summit.

IN WITNESS WHEREOF, the Parties have signed this Agreement by their duly authorized representatives intending to be legally bound hereunder.

SCALED AGILE, Inc.

[EXHIBITOR]

By:	By:
Print Name:	Print Name:
Title:	Title:
Date:	Date: