

Carahsoft GEOINT Symposium 2024 Webinar Series

Carahsoft is pleased to extend a webinar series opportunity for [GEOINT 2024](#) partners outside our Carahsoft partner pavilion between May 9 - June 7 2024. Please inform your Carahsoft marketing POC of your interest in participating before signing and returning this contract.

Webinar Series Details

Series Dates: May 9 - June 7

Location: Online

Webinar Series Package:

- **Webinar Series - \$400 package:** This opportunity includes participation in Carahsoft's 2024 GEOINT Webinar Series
 - Carahsoft Marketing Rep will promote and execute your webinar using the GEOINT webinar series branding
 - Templates for emails, graphics, icons, and scripts are all built out for your Carahsoft Marketing Rep to utilize while standing up the event
 - We will be standing up a GEOINT landing page on our microsite to host the upcoming webinar schedule to help promote all invite links and recordings
 - The GEOINT team will promote the on-demand series as a whole in an email on June 10, 2024



Sponsorship Agreement

This 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:

- 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.
- 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.
- 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.
- 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.
- 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.
- 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.
- 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 Webinar Series

If you have interest in the sponsorship included in this document, please fill it out the form below and return to GEOINT@carahsoft.com.

Vendor Information

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

Webinar Opportunity

Select sponsorship (please check):

Webinar Series - \$400 Package

Total Price:

Signature:

Partner - Sponsor

Date:

Signature:

Carahsoft Tradeshow Rep - Organizer

Date: