

**For Internal RSA
Conference Use Only:**
 Sponsor Level: _____
 Authorization: _____
 Date: _____

RSA® Conference 2015

Singapore | July 22-24 | Marina Bay Sands

SPONSORSHIP CONTRACT

RSA® Conference Asia Pacific & Japan 2015 will take place at the Marina Bay Sands in Singapore on July 22-24. This Sponsorship Contract including the terms and conditions attached hereto and incorporated herein by reference (collectively the "Contract") is made by and between RSA Security LLC ("RSA Conference") and the company identified below ("Company"). Upon execution of this Contract, Company agrees to pay the fees set forth below ("Fee") in full subject to the Terms and Conditions attached hereto and incorporated herein by reference.

Company: _____

Contact: _____ **Title:** _____

Address: _____ **Address 2:** _____

City: _____ **County/State/Province:** _____

Country: _____ **Postal Code:** _____

Phone & Extension: _____ **Mobile:** _____ **FAX:** _____

Email: _____ **Website URL:** _____

Sponsorship Packages: All Sponsorship Packages are in US Dollars

- Diamond Sponsor*** **\$70,000**
- Platinum Sponsor*** **\$45,000**
- Gold Sponsor*** **\$27,500**
- Silver Sponsor*** **\$12,000**
- Exhibitor*** **\$ 4,500**
- Event Marketing Opportunity**
 _____ **\$** _____

***Submitted copy for select deliverables within sponsorships must be submitted in English.**

RSA Conference shall make reasonable efforts to assign sponsorship requested, but RSA Conference shall not be responsible for any liability if Company does not obtain its preferences.

Payment Method:

Check (**Make payable to RSA Conference**) Visa MC AMEX Please reference the following PO# _____

Credit Card #: _____ Exp. Date: _____

Name on Card: _____

Authorized Signature: _____

Billing Address (if different from above): _____

Please complete, sign and fax all pages of this contract to: 617-848-8773

Mail to: Nth Degree-RSA, PO Box 116368, Atlanta, GA 30368-6368

FedEx Address: Nth Degree- RSA Lockbox 116368, 100 South Crest Drive, Stockbridge, GA 30281

Company hereby agrees to the terms and conditions stated herein including the attached terms and conditions which are hereby incorporated by reference and made part of this Contract as of the latest date set forth below:

COMPANY

ACCEPTED: RSA SECURITY LLC

BY: _____
 Authorized Signature

BY: _____
 Authorized Signature

 Name & Title (please print)

 Name & Title (please print)

 Date

 Date

By signature above, the individual executing this Contract represents and warrants that he/she is duly authorized to execute this binding contract on behalf of Company

Terms & Conditions

RSA Security LLC and Company agree to the following terms and conditions:

- General:** Company hereby agrees to participate as a sponsor of RSA Conference Asia Pacific & Japan 2015 (the "Conference"). RSA Conference reserves the right to make changes to the Conference, including dates, times and location. RSA Conference shall make commercially reasonable efforts to inform Company of any changes within a reasonable timeframe; provided, however, that in no event shall RSA Conference or its employees, officers, directors, affiliates or agents (collectively, "RSA Conference Parties") be liable for any damages arising from such changes or notice.
- Assignment:** Company shall not assign, share or sublet all or any portion of Company's allocated exhibit space or assign or transfer any of its rights or obligations under this Contract without prior written permission from RSA Conference, which permission shall be in the reasonable discretion of RSA Conference. Company shall submit any request for assigning, sharing or subletting exhibit space in writing to RSA Conference no later than May 1, 2015. Any such request shall set forth the name of the companies or organizations to which Company desires to assign, sublet or share Company's allocated exhibit space and a summary of the arrangements (including without limitation any fees being paid, etc.). Company acknowledges and agrees that if it fails to obtain prior written consent from RSA Conference as required in this Section 2, RSA Conference shall have the right to liquidated damages in an amount equal to the number of additional non-approved companies in Company's exhibit space multiplied by the Fee. Such damages are not intended as a penalty. Company agrees to pay such liquidated damages within thirty (30) days of written notice from RSA Conference.
- Disturbance:** Immediately upon request from RSA Conference, Company shall remove any exhibit (or element thereof) that, in RSA Conference's sole discretion, is deemed objectionable, unsafe or detracts from the Conference because of noise, method of operation, or any other reason. Company agrees not to display nor offer for sale at the Conference any products, services, or promotional materials that (a) infringe the intellectual property or other rights of RSA Conference or any other third party; or (b) disparage or depict RSA Conference or any other RSA Conference Asia Pacific & Japan 2015 sponsor or exhibitor in an objectionable manner as determined by RSA Conference in its sole discretion. RSA Conference reserves the right to remove or have removed any such exhibits (or element thereof) in its sole discretion. In no event shall any RSA Conference Party be liable for any refund or other damages or expenses incurred by Company in connection with or arising out of any actions taken by RSA Conference pursuant to this Section 3. RSA Conference assumes no responsibility or liability for any of the products and/or services delivered at the Conference.
- Website Posting:** During the months of May 2015-July 2015, Company agrees to display the RSA Conference Asia Pacific & Japan 2015 logo on Company's home page on the Internet, with a link to the RSA Conference Web site. RSA Conference shall provide such RSA Conference logo to Company.
- Compliance:** Company agrees to comply with all applicable national, state and local laws and regulations.
- Insurance:** Company acknowledges and understands that RSA Conference does not maintain insurance covering Company's property and it is the sole responsibility of Company to obtain such insurance.
- Competing Events:** During the period from July 22-24, 2015, Company shall not independently reserve space or otherwise sponsor or host an event, engage in marketing or promotional activities or advertise within five (5) miles of the Conference for the purpose of holding a hospitality suite, seminar or any other promotional or educational activity without the prior written consent of RSA Conference, which consent shall not be unreasonably withheld. Company acknowledges and agrees that events that conflict with previously scheduled Conference activities shall be one reason RSA Conference to withhold such consent.
- Payment Terms:** Subject to the terms set forth in Section 9, upon execution of this Contract, Company agrees to pay the Fee identified on the attached cover sheet. The contract will be countersigned and become binding on the parties. RSA Conference will invoice Company for the Fee within 3 days of receipt of contract and payments will be due in full 30 days from Company's receipt of this invoice. Payment will be due immediately upon receipt of invoice, if this Contract is executed after May 1, 2015. Notwithstanding the foregoing, in no event shall Company be permitted to participate in the Conference unless the Fee is paid in full by June 30, 2015. RSA Conference reserves the right to cancel and/or-re-assign Sponsorship if payments are not received when due.
- Cancellation:** When Company executes and delivers this Contract, it will be countersigned by RSA Conference and become binding on the parties. Company may cancel this Contract on or before March 1, 2015 by providing written notice to RSA Conference, provided, however, that Company understands and agrees that such cancellation will be subject to a cancellation fee in the amount of fifty percent (50%) of the Fee (the "**Cancellation Fee**") as liquidated damages and not as a penalty. In the event Company cancels this Contract, RSA Conference shall refund to Company any fees previously paid to RSA Conference Organizer less the Cancellation Fee, if any, within 30 days of receipt of the cancellation notice. If Company has not previously paid any fees to RSA Conference at the time of cancellation, Company shall pay to RSA Conference an amount equal to the Cancellation Fee within 30 days receipt of an invoice therefore. Company must provide notice of cancellation in writing to the RSA Conference. Cancellation Fees, if any, will be calculated on the date the notice of cancellation is received. RSA Conference may cancel this Contract at any time for convenience. Upon such cancellation for convenience by RSA Conference, RSA Conference shall refund any fees previously paid by Company under this Contract.
- Force Majeure:** Neither party shall be held responsible for any delay or failure in performance of its obligations hereunder to the extent such delay or failure is caused by fire, flood, strike, civil, governmental or military authority, acts of God, acts of terrorism, acts of war, epidemics, the availability of the Marina Bay Sands Singapore or other similar causes beyond its reasonable control and without the fault or negligence of the delayed or non-performing party or its subcontractors.
- Limitation of Liability:** RSA CONFERENCE PARTIES SHALL NOT BE LIABLE TO COMPANY FOR ANY DAMAGE, LOSS, HARM OR INJURY TO COMPANY OR ITS PROPERTY OR BUSINESS RESULTING FROM ANY REASON WHATSOEVER IN CONNECTION WITH THE CONFERENCE. IN FURTHERANCE AND NOT IN LIMITATION OF THE FOREGOING, RSA CONFERENCE PARTIES SHALL IN NO EVENT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, OR DAMAGES FOR LOSS OF PROFITS, REVENUE, DATA, OR USE INCURRED BY SPONSOR, WHETHER IN ACTION IN CONTRACT OR TORT, EVEN IF RSA CONFERENCE PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. RSA CONFERENCE PARTIES' ENTIRE LIABILITY FOR DAMAGES HEREUNDER SHALL IN NO EVENT EXCEED THE AMOUNT OF FEES PAID BY COMPANY UNDER THIS CONTRACT.
- Indemnification:** Company agrees to indemnify, defend and hold RSA Conference Parties harmless against all claims, demands, costs, liabilities, losses or damages (including all reasonable attorneys' fees) to persons or property, arising out of or caused by a) Company's participation in the Conference or (b) the gross negligence or willful misconduct of Company and its employees, agents or representatives.
- Governing Law.** The validity, construction, and interpretation of this Contract and the obligations of the parties hereto shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts in the United States, without regard to its choice of law principles.
- Miscellaneous:** This Contract constitutes the entire understanding between RSA Conference and Company with respect to the subject matter hereof. Terms and conditions set forth in any purchase order or other document provided by Company to RSA Conference that differ from, conflict with, or are not included in this Contract shall not be part of any agreement between RSA Conference and Company unless specifically accepted by RSA Conference in writing. No failure or delay by any party in exercising any right and remedy shall operate as a waiver thereof, and a waiver of a particular right or remedy on one occasion shall not be deemed a waiver of any other right or remedy or a waiver on any subsequent occasion.