

**For Internal RSA
Conference Use Only:**

Confirmed Booth #: _____

Authorization: _____

Date: _____

RSA® Conference 2017

San Francisco | February 13-17 | Moscone Center

SPONSORSHIP/EXHIBITOR CONTRACT

RSA® Conference 2017 ("RSA Conference") will take place at the Moscone Center in San Francisco, California (the "Venue") on February 13-17, 2017. This Sponsorship/Exhibitor 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 Organizer"), located at 2831 Mission College Blvd., Santa Clara, California, and the company identified below ("Company"). Upon execution of this Contract, Company agrees to pay the fees set forth below ("Total Fee") in full subject to the Terms and Conditions attached hereto and incorporated herein by reference.

Company: _____

Contact: _____ **Title:** _____

Address: _____ **Address 2:** _____

City: _____ **State:** _____

Country: _____ **Postal Code:** _____

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

Email: _____ **Website URL:** _____

Sponsorship Packages (in US Dollars):

- | | | | |
|--|------------------|-----------------|----------------------------|
| <input type="checkbox"/> Diamond -w/ Partner Pavilion | \$360,000 | Booth No: _____ | Net Sq. Ft: 1800 (30 x 60) |
| <input type="checkbox"/> Platinum | \$250,000 | Booth No: _____ | Net Sq. Ft: 900 (30 x 30) |
| <input type="checkbox"/> Gold | \$145,000 | Booth No: _____ | Net Sq. Ft: 600 (20 x 30) |
| <input type="checkbox"/> Silver | \$ 75,000 | Booth No: _____ | Net Sq. Ft: 400 (20 x 20) |
| <input type="checkbox"/> Bronze | \$ 35,000 | Booth No: _____ | Net Sq. Ft: 200 (10 x 20) |

Company shall specify no more than three Sponsorship Locations in order of preference. RSA Conference Organizer shall make reasonable efforts to assign space as requested, but RSA Conference Organizer shall not be responsible for any liability if Company does not obtain its preferences. Before or after assignment of spaces, RSA Conference Organizer reserves the right to reallocate space in its sole discretion.

Exhibit Space Selection:

Exhibit Space is priced at \$120.00 per square foot (the "Booth Fee"). The Booth Fee includes booth space, company identification sign, standard pipe-and-drape, perimeter security and general illumination.

Exhibit Space Preferences

1st Choice: Booth No.: _____ Dimensions: _____ Price: \$ _____
2nd Choice: Booth No.: _____ Dimensions: _____ Price: \$ _____

Event Marketing Opportunities (EMOS)

Marketing Opportunity: _____ Price: \$ _____
Marketing Opportunity: _____ Price: \$ _____
Marketing Opportunity: _____ Price: \$ _____

TOTAL FEE: \$ _____

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 send all pages of this Contract to: Fax: 617-848-8773 OR email it to your Sales Manager

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 and RSA Conference Organizer hereby agree 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. This Contract shall be effective as of the date RSA Conference Organizer signs this Contract below:

COMPANY

ACCEPTED: RSA CONFERENCE ORGANIZER

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 the Company.

Terms & Conditions

RSA Conference Organizer and Company agrees to the following terms and conditions:

- Exhibition Rules:** Company hereby agrees to participate as a sponsor or exhibitor in the exhibition of RSA Conference (the "Exhibition") pursuant to the Rules and Regulations for Exhibitors and Sponsors (the "Rules"), which are incorporated herein by reference. In the event of a conflict between the Rules and this Contract, this Contract shall take precedence. RSA Conference Organizer and, Nth Degree, Inc. ("RSA Conference Manager"), and their respective agents and representatives reserve the right to make changes to the Exhibition, including, without limitation, dates, times and location. RSA Conference Organizer shall make commercially reasonable efforts to notify Company of any such changes within a reasonable timeframe; provided, however, that in no event shall RSA Conference Organizer, RSA Conference Manager or any of their respective employees, officers, directors, affiliates or agents (collectively, "RSA Conference Parties") be liable for any damages arising from such changes or notice.
- No Assignment:** Company shall not assign, share or sublet all or any portion of the Company's allocated exhibit space nor assign or transfer any of its rights or obligations under this Contract without the prior written consent of RSA Conference Organizer, which consent may be withheld in the sole discretion of RSA Conference Organizer. Company shall submit any request for assigning, sharing or subletting exhibit space in writing to RSA Conference Organizer no later than November 1, 2016. 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, the amount of space in question and any fees being paid, and any other material terms). Company acknowledges and agrees that if it fails to obtain prior written consent from RSA Conference Organizer as required in this Section 2, RSA Conference Organizer 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 Booth Fee. Such damages are not intended as a penalty. Company agrees to pay such liquidated damages within thirty (30) days of an invoice from RSA Conference Organizer.
- Disturbance:** Immediately upon request from RSA Conference Organizer, Company shall remove any exhibit (or element thereof) that, in RSA Conference Organizer's sole discretion, is deemed objectionable, unsafe or detracts from the Exhibition because of noise, method of operation, or any other reason. Company agrees not to display nor offer for sale at the Exhibition any products, services, or promotional materials that (a) infringe the intellectual property or other rights of RSA Conference Organizer or any other third party; or (b) disparage or depict RSA Conference Organizer or any other RSA Conference sponsor or exhibitor in an objectionable manner as determined by RSA Conference Organizer in its sole discretion, pursuant to this Section 3. RSA Conference Organizer 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 Organizer pursuant to this Section 3.
- Drones/Unmanned Aircraft ("UAV"):** UAVs are devices that are used or intended to be used, for flight in the air with no onboard pilot (either controlled manually or through an autopilot using a data link to connect pilot to UAV). Unless permission is granted by the RSA Conference Organizer in writing at least sixty (60) days prior to the Exhibition, UAVs are strictly prohibited at all time of the Exhibition (including during set-up, tear down and conference days) throughout the Moscone Convention Center and the adjacent areas outside of the Moscone Convention Center. RSA Conference Organizer reserves the right to remove or have removed any such UAVs 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 Organizer pursuant to this Section 4.
- RSA Conference Contractors:** Company agrees to provide and/or install its own tradeshow booth, computer equipment, collateral, and technical resources and tradeshow as more fully described in the Rules. RSA Conference Organizer has designated official third-party contractors, vendors and service providers (collectively, "RSA Conference Contractors") to provide certain products and/or services for sponsors and exhibitors at the Exhibition (as set forth in the Rules) at then prevailing rates of such RSA Conference Contractors, including, without limitation, drayage, machine moving, garbage, machinery erection, furniture, Sponsorship and floor decorations, signs, photos, telephone and Internet services, computer and audio/visual equipment, electricians, and guard services. Company may engage a RSA Conference Contractor to provide such services at Company's sole expense. Company hereby authorizes RSA Conference Organizer to provide Company's contact information (including, without limitation, contact name, telephone number, fax number and email address) to such RSA Conference Contractors for purposes of soliciting such products or services. Company may engage contractors and vendors other than RSA Conference Contractors to provide similar products and/or services only with the prior written consent of RSA Conference Organizer, which approval shall not be unreasonably withheld. RSA Conference Parties assume no responsibility or liability for any of the products and/or services delivered by RSA Conference Contractors or any other contractor, vendor or service provider providing such services.
- Website Posting:** During the months of November 2016-February 2017 Company agrees to display the "RSA Conference US 2017" logo on Company's home page on its website on the Internet, with a link to the RSA Conference web site. RSA Conference Organizers shall provide such RSA Conference logo to Company by November 1, 2016.
- Compliance:** Company agrees to comply with all applicable Federal, state and local laws and regulations as well as all union contracts in effect among RSA Conference Organizer, RSA Conference Contractors, the Venue and various labor organizations. In furtherance and not in limitation of the foregoing, Company must be in full compliance with the Americans with Disabilities Act.
- Insurance:** Company agrees to acquire and maintain insurance coverage as set forth in the Rules. Company acknowledges and agrees that RSA Conference Organizer does not maintain insurance covering Company's property and it is the sole responsibility of Company to obtain such insurance.
- Competing Events/Marketing Activities and Advertising:** During the period from February 13-17, 2017, 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 Exhibition. This includes, but is not limited to, meeting space, a hospitality suite, seminar or any other promotional or educational activity or advertising vehicle without the prior written consent of RSA Conference Organizer, which consent shall not be unreasonably withheld. Company acknowledges and agrees that events that conflict with previously scheduled RSA Conference activities shall be one reason that RSA Conference Organizer may withhold such consent.
- Payment Terms:** Upon execution of this Contract and subject to the terms set forth in Section 10, Company agrees to pay the Total Fee identified on the attached cover sheet. If this Contract is executed by Company on or before November 1, 2016, Total Fees are due and payable in full within thirty (30) days from receipt of an invoice for the same. If this Contract is executed by the Company after November 1, 2016, payment for the Total Fee will be due and payable upon receipt of an invoice for the same. Notwithstanding the foregoing, in no event shall Company be permitted to move in, set up or participate in the Exhibition unless the Total Fee is paid in full by January 1, 2017. RSA Conference Organizer reserves the right to cancel and/or re-assign Sponsorship or Exhibit locations if payments are not received when due.
- Cancellation:** All cancellations must be made by providing written notice to RSA Conference Organizer. On or before April 1, 2016 Company may cancel this Contract without cause and without penalty. Following April 1, 2016, Company may cancel this Contract provided, however, that Company understands and agrees that such cancellation will be subject to a cancellation fee in the amount set forth below (the "Cancellation Fee") as liquidated damages and not as a penalty. The parties agree that the Cancellation Fee will be calculated as a percentage of the Total Fee in accordance with the following table:

Cancellation Date Period	Percentage of Total Fee
April 2, 2016 to April 30, 2016	30%
May 1, 2016 to May 31, 2016	60%
After May 31, 2016	100%

In the event Company cancels this Contract, RSA Conference Organizer shall refund to Company any fees previously paid to RSA Conference Organizer less the Cancellation Fee, if any, within thirty (30) days of receipt of the cancellation notice. If Company has not previously paid any fees to RSA Conference Organizer at the time of cancellation, Company shall pay to RSA Conference Organizer an amount equal to the applicable Cancellation Fee within thirty (30) days receipt of an invoice therefore. Cancellation Fees will be calculated on the date the notice of cancellation is received by RSA Conference Organizer. RSA Conference Organizer may cancel this Contract at any time for convenience. Upon such cancellation for convenience by RSA Conference Organizer, RSA Conference Organizer shall refund any fees previously paid by Company under this Contract.

- License:** Company hereby grants RSA Conference Organizers a limited, non-exclusive, non-transferable, non-sub licensable license to use Company's marks in connection with this RSA Conference.
- Video and Photography:** As part of your participation at the RSA Conference, Company is giving permission to potentially be filmed or photographed by RSA Conference Parties and media.
- Force Majeure:** Except for payment of fees, 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 Venue 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 EXHIBITION. 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 COMPANY, 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, related to or caused by (a) Company's installation, removal, maintenance, occupancy or use of the Company's exhibit at the Exhibition or participation in the Exhibition or (b) the gross negligence and willful misconduct of Company and/or 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 the RSA Conference Organizer and the Company with respect to the subject matter hereof. Terms and conditions set forth in any purchase order or other document provided by the Company to the RSA Conference Organizer that differ from, conflict with, or are not included in this Contract shall not be part of any agreement between the RSA Conference Organizer and the Company unless specifically accepted as part of this Contract by the RSA Conference Organizer 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. All notices to RSA Conference Organizer shall be delivered to the address set forth above for the RSA Conference Organizer and all notices to Company shall be delivered to the address set forth above for Company. All notices must be in writing and delivered either in person, by nationally recognized express courier or by public postal service for which a delivery receipt is obtained. Notice will be deemed effective when actually received or when delivery at the proper address has been confirmed by written evidence.
- Term and Survival of Clauses:** Unless otherwise terminated as set forth herein, this Contract will terminate as of the conclusion of the RSA Conference. Expiration or termination of this Contract shall not relieve either party of any obligation that accrued prior to the date of such expiration or termination. The provisions of Sections 2, 3, 4, 6, 7, 8, 9, 10, 13, 14, 15, 16, and 17 shall survive the expiration or termination of this Contract for any reason.