

## SAS® Forum UK 2017 - The Vox Conference Centre Birmingham. 26<sup>th</sup> to 27<sup>th</sup> September 2017. Sponsor Agreement Terms and Conditions

In consideration of SAS Software Ltd. ("SAS") accepting the participation of Sponsor at the SAS® Forum UK 2017 and other good and valuable consideration, the receipt and legal sufficiency of which is expressly acknowledged, Sponsor acknowledges and agrees to the following:

1. **Acceptance.** Sponsor's participation in SAS® Forum UK 2017 is subject to acceptance by SAS. SAS may withdraw its acceptance at any time for any reason by providing a refund to Sponsor of the total Sponsor fees paid by Sponsor. SAS makes no warranties concerning SAS® Forum UK 2017, specifically including, but not limited to, the number or types of attendees. The exhibit dates, hours, and venue may be modified upon thirty (30) days' prior written notice to Sponsor.

### 2. Cancellation and Termination.

a. **Cancellation.** SAS may cancel all or any part of SAS® Forum UK 2017 for any reason, including, but not limited to, natural or public disaster, act of God, venue construction, insufficient participation, or government regulation. In the event of cancellation of SAS® Forum UK 2017 by SAS, SAS will refund to Sponsor all Sponsor fees already paid by Sponsor, after which Sponsor will have no further recourse against SAS.

b. **Termination by Sponsor.** Termination by Sponsor must be in writing and will be effective upon receipt by SAS. SAS shall not be obligated to refund any fees paid by Sponsor upon such termination by Sponsor.

c. **Termination by SAS.** SAS may terminate Sponsor's participation in SAS® Forum UK 2017 if Sponsor violates any of the terms and conditions hereof and fails to cure such violation within five (5) days of receipt of notice (whether oral or written) from SAS concerning such violation.

### 3. Limitation of Liability.

a. Under no circumstances will SAS, its affiliates, the owners and/or operators of the SAS® FORUM UK 2017 VENUE (all of the foregoing being collectively referred to herein as the "SAS® FORUM UK 2017 PROVIDERS"), or the officers, directors, employees, or agents of any of the foregoing be liable for lost profits or other indirect, incidental or consequential damages, whether or not the SAS® FORUM UK 2017 PROVIDERS had been advised of the possibility of such damages. Notwithstanding any other provision herein to the contrary, the maximum total amount Sponsor may recover for any and all claims relating to matters covered by these terms and conditions or relating in any manner to SAS® FORUM UK 2017 is limited to the total Sponsorship fees actually paid by Sponsor. The exclusions and limitations of liability contained in this section does not apply to:

- Bodily injury and death;
- Liability arising from willful misconduct, gross negligence, malicious intent, violation of guarantees or any liabilities according to the product liability act;
- Either party's violation of the other's intellectual property rights. If any damage has been caused by simple negligence, the SAS® FORUM UK 2017 PROVIDERS shall be liable only if an obligation has been violated that is of particular importance for achieving the purpose of the agreement. In any such case the SAS® FORUM UK 2017 PROVIDERS' liability shall be limited to those damages which are typical and foreseeable at the time of execution of this Sponsorship agreement.

THE SAS® FORUM UK 2017 PROVIDERS' liability shall be reduced in the event the Sponsor has by any culpable action or omission contributed to the respective damage in the proportion in which the Sponsor's culpable action or omission contributed to the damage. The provisions of this section 3 survive the termination or expiration of this Sponsorship agreement.

b. **Indemnification.** Except to the extent that the SAS® Forum UK 2017 Providers are statutorily responsible, Sponsor agrees to defend, indemnify, and hold harmless the SAS® Forum UK 2017 Providers and those lawfully in SAS® Forum UK 2017 venue from and against any claim, loss, liability, or damage suffered due to Sponsor construction or maintenance of an unsafe exhibit, the negligence or misconduct of Sponsor or its agents, or Sponsor's breach of these terms and conditions. The provisions of this Section 4 survive the termination or expiration of this Sponsor Agreement.

c. **Insurance.** In connection with its participation in SAS® Forum UK 2017 Sponsor shall provide and maintain the following minimum amounts of insurance for as long as necessary to cover any liability associated with SAS® Forum UK 2017: (a) Public Liability of \$ 5,000,000 per occurrence (b) Worker's Compensation Insurance sufficient to meet statutory liability limits; (c) Employer's Liability Insurance with minimum limits of GBP25,000.00 each occurrence; SAS shall be named as an additional insured on the General Liability policies. Not less than two (2) weeks prior to SAS® Forum UK 2017, Sponsor shall provide SAS with a standard Certificate of Insurance showing evidence of all insurance required hereby.

d. **Release.** Sponsor acknowledges that SAS® Forum UK 2017 may be reproduced or recorded and authorizes SAS and its designees to record, transcribe, modify, or reproduce and distribute in any form (whether now known or hereafter developed) and for any purpose any such recording of SAS Forum UK 2017 and agrees to execute any additional releases presented by SAS, its licensees, or permitted. Sponsor hereby releases SAS and its designees from and waives all claims it or its employees or agents may possess, now or in the future, in connection with such activity, and specifically waives any statutory restriction on waivers or future claims.

4. **Assignment and Use of Space.** Benefits and License. If selected, available and paid for by Sponsor, SAS will provide exhibit space ("Space") at SAS Forum UK 2017 for Sponsor to display its qualified products and services ("Exhibit") in the Space. If applicable the Sponsor fee includes the use of the Space and any of the benefits specified herein.

b. **Space Assignment.** The SAS® Forum UK 2017 Providers will assign the Space to Sponsor. The SAS® Forum UK 2017 Providers reserve the right to change or modify the Space at any time. The Space is for Sponsor's use only, and Sponsor may not assign or sublease any portion of the Space (including to an affiliated company) without SAS' prior written consent. Sponsor must fully occupy the Space and provide displays and equipment meeting SAS' standards. SAS reserves the right to restrict, prohibit, and/or remove exhibits or activities in Sponsor's Space which are objectionable, including those with excessive audio or noise, glaring or flashing lights, or method of operation, or which, in the opinion of SAS, are inappropriate or may detract from the general character of SAS® Forum UK 2017. In the event of such restriction or removal, SAS is not liable for any refund of any amount paid hereunder. Sponsor is solely responsible for obtaining all rights necessary to legally perform all activities in Sponsor's Space. SAS prohibits all audio/video recordings of SAS® Forum UK 2017. No signs and activities of any type are permitted outside of a Sponsor's Space (columns, walls, floors and ceilings) without approval in writing from SAS® Forum UK 2017 Providers.

c. **Own Risk.** Sponsor shall have sole responsibility for any loss of its equipment, materials, or proprietary information, or any loss relating to any subrogation claims by its insurers. Persons visiting, viewing, or otherwise participating in the Space shall be deemed invitees of Sponsor and not those of the SAS® Forum UK 2017 Providers.

5. **Third Party Contractors.** The SAS® Forum UK 2017 Providers may require Sponsor to use designated third party contractors ("Designated Contractors") for certain services or for certain exhibit and SAS® Forum UK 2017 related activities. Sponsor agrees to use such Designated Contractors when requested. Designated Contractors and third party vendors serving SAS® Forum UK 2017 act solely as independent contractors and Sponsor acknowledges and agrees that the SAS® Forum UK 2017 Providers are not responsible for the performance, acts, or omissions of the Designated Contractors.

### 6. Compliance with Laws and Rules.

a. **Laws and rules.** Sponsor shall comply with all applicable laws, regulations, and ordinances in connection with its participation at SAS® Forum UK 2017, including, but not limited to, (i) compliance with all rules of the SAS® Forum UK 2017 venue and any relevant labor union and (ii) construction of the exhibit in compliance with all applicable laws and regulations (including, but not limited to, the ADA and its local equivalence).

b. **Third Party Proprietary rights.** Sponsor will not violate the proprietary rights of third parties in connection with its participation in SAS® Forum UK 2017.

c. **Taxes and licenses.** Sponsor shall be solely responsible for obtaining any licenses and permits, and payment of all taxes (including, but not limited to, sales and use taxes), license fees, or other charges applicable to its participation in SAS® Forum UK 2017.

7. **Trademarks.** Sponsor hereby grants to SAS a limited, nonexclusive, non-transferable, royalty free right to use the Sponsor's trademarks, trade names, service marks, and logos (collectively, "Sponsor trademarks") only for the limited purposes of advertising and promoting Sponsor's participation in SAS® Forum UK 2017. All use of the Sponsor trademarks by SAS hereunder shall inure to the benefit of Sponsor.

8. **Miscellaneous.** When accepted by SAS, this Sponsor Agreement will constitute the entire agreement between Sponsor and SAS concerning the subject matter hereof, and may only be modified in a writing signed by both parties. This Sponsor Agreement supersedes and replaces any and all prior agreements, communications, and understanding (both written and oral) regarding the subject matter hereof. No failure of either party to exercise or enforce any of its rights herein will act as a waiver of such rights. The parties to this Agreement are independent contractors. There is no relationship of partnership, joint venture, employment, franchise, or agency between the parties. Neither party has the power to bind the other or incur obligations on the other's behalf without the other's prior written consent. If any provision of this Sponsor Agreement is found invalid or unenforceable, that provision will be enforced to the maximum extent permissible, and other provisions of this Sponsor Agreement will remain in full force and effect. This Sponsor Agreement will be governed by and construed in accordance with the laws of the United Kingdom. The titles of the various sections of this Sponsor Agreement are used for convenience of reference only and are not intended to and shall not in any way enlarge or diminish the rights or obligations of the parties or affect the meaning or construction of this Sponsor Agreement.

9. **English Language.** The parties acknowledge that they have requested that this Agreement and all notices and documents relating hereto be drawn up in the English language.