



SAFe® DAY INDIA

2020 EXHIBITOR AGREEMENT



SAFe® DAY INDIA

Exhibitor Packages



Platinum

- Exhibitor on all first slides. Logo + Name – Large font
- Exhibitor listed on event and registration web pages
- Exhibitor listed on all email campaigns
- Exhibitor included on all social media marketing
- Exhibitor stated in welcome message
- Exhibitor will have screensaver / recorded video with their logo for one breaksession
- Price: \$1,000 USD
- 5 participant event passes



Gold

- Exhibitor on all first slides. Logo + Name – Medium font
- Exhibitor listed on event and registration web pages
- Exhibitor stated in welcome message
- Exhibitor will have screensaver / recorded video with their logo for one breaksession
- Price: \$750 USD
- 4 participant event passes



Silver

- Exhibitor on all first slides. Logo + Name – Small font
- Exhibitor listed on event and registration web pages
- Exhibitor will have screensaver / recorded video with their logo for one breaksession
- Price: \$500 USD
- 3 participant event passes

2020 SAFe Day India, Exhibitor Agreement

This 2020 SAFe Day India Exhibitor Agreement (the "Agreement"), effective on the last date of signature ("Effective Date"), is made between Cyberbahn Federal Solutions, LLC and the Exhibitor set forth on the signature page ("Exhibitor"). The following terms and conditions apply to Exhibitor's participation in the 2020 SAFe Day India, taking place on August 5th, 2020 ("SAFe Day India").

- **Exhibitor Benefits.** Exhibitor shall serve as a non-exclusive Exhibitor at SAFe Day India and shall receive the benefits included in its selected Exhibitor package
- **Exhibitor Fee.** The selected Exhibitor package fee ("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 SAFe Day India is canceled by Cyberbahn. Cyberbahn may cancel this Agreement if Exhibitor fails to pay the Exhibitor Fee when due.
- **Assignment of Space.** Cyberbahn will assign Exhibitor a virtual space and time slot.
- **Use of Space.** Exhibitor may distribute literature, run demonstrations, and promote products within the boundaries of its virtual space and time. Cyberbahn may refuse permission to exhibit any products or services that it deems objectionable or unsuitable for SAFe Day India. Exhibitor shall be solely liable for all costs associated with the use of its assigned virtual space.
- **Use of SAFe Day Name & Logo.** Exhibitor may use the name "2020 SAFe Day India" during the term of this Agreement for the purpose of advertising the SAFe Day India or Exhibitor's presence at it. Exhibitor acknowledges that it does not acquire any rights to any other intellectual property by virtue of this permission. Scaled Agile, Inc. ("SAI") owns all right, title, and interest in the SAFe Day India name, logo(s), and all other intellectual property relating to the 2020 SAFe Day India.

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- **Exhibitor Logo and Information.** Exhibitor agrees to submit company logo to Cyberbahn within ten (10) days of execution of this Agreement. Exhibitor authorizes Cyberbahn to use Exhibitor's submitted logo and description for the SAFe Day India program and related marketing material, including on its websites and on SAI websites. Exhibitor's logo and description should be submitted via email and should comply with the following print specs:
- Exhibitor logo must be submitted as a vector file (EPS) with fonts outlined (IMPORTANT: Cyberbahn is not responsible for providing fonts for printing Exhibitor-submitted logos). Other Materials may be required by Cyberbahn prior to event.
- **No Conflicting Events.** Exhibitor shall not schedule or sponsor any event in connection with the SAFe Day India, including without limitation, evening or other events, during any time that overlaps or conflicts with any event published in SAFe Day India schedule.
- **Insurance.** Exhibitor shall carry and maintain liability insurance and such other insurance policies insufficient amounts to cover its activities and the activities of its employees and agents at SAFe Day India and all related risks.
- **Observance of Laws.** Exhibitor shall abide by and observe all applicable laws, rules and regulations, and ordinances in connection with SAFe Day India and this Agreement, to include data privacy and protection regulations.
- **Exhibitor Conduct.** Exhibitor and its employees, agents and representatives shall conduct themselves at all times in accordance with the highest standards of professionalism and civility. Cyberbahn reserves the right to remove Exhibitor or any of Exhibitor's employees, agents, or representatives whose conduct is deemed by Cyberbahn to fall short of such standards.

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- Force Majeure. If Cyberbahn determines that, for any reason beyond its control, including without limitation fire, strike, earthquake, damage, government regulation, terrorism, public catastrophe, or act of God ("Force Majeure"), that SAFe Day India or any part of it cannot be held, Cyberbahn may cancel SAFe Day India in whole or in part. In such event, the liability of Cyberbahn to Exhibitor is limited to the amount of the Exhibitor Fee paid minus expenses incurred by Cyberbahn up to the date of the Force Majeure event.
- Limitation of Liability. UNDER NO CIRCUMSTANCES WILL CYBERBAHN OR ITS SUPPLIERS BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, INCIDENTAL, EXEMPLARY, OR IN DIRECT DAMAGES, INCLUDING ANY LOST DATA OR LOST PROFITS, ARISING FROM OR RELATING TO THIS AGREEMENT EVEN IF CYBERBAHN HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE TOTAL CUMULATIVE LIABILITY IN-CONNECTION WITH THIS AGREEMENT, WHETHER IN CONTRACT OR TORT OR OTHERWISE, WILL NOT EXCEED THE AMOUNT OF EXHIBITOR FEES EXHIBITOR PAID TO CYBERBAHN FOR 2020 SAFe Day India.
- Indemnification. Exhibitor shall indemnify, defend, and hold Cyberbahn and its suppliers harmless from and against all claims and damages, including reasonable attorney's fees, incurred by Cyberbahn arising from or relating to any negligent act or omission of Exhibitor's officers, agents, employees, contractors, or other representatives in connection with SAFe Day India.



ACCEPTED AND AGREED

CyberBahn Federal Solutions, LLC

Exhibitor

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