

Sponsorship Terms and Conditions

1. **SPONSORSHIP TERMS.** These Sponsorship Terms and Conditions (“**Sponsorship Terms**”), together with the Subscription Terms, shall govern the rights and obligations of the Parties hereto in connection with the Events. Capitalised terms used but not defined in these Sponsorship Terms shall have the meanings ascribed to them in the Subscription Terms at <https://webflow2.neudata.co/docs/provider-subscription-terms-and-conditions>.
2. **EVENT POLICIES AND PROCEDURES.** Customer shall comply with all policies and procedures of (i) each Event venue, and (ii) Neudata, as currently in existence and as may be notified by Neudata to Customer from time to time. Neudata may modify the programme, venue, date, or other aspects of an Event at any time due to events beyond Neudata’s reasonable control.
3. **SPONSORSHIP APPROVAL.** All of Customer’s activities, materials, and promotions in connection with an Event are subject to approval by Neudata. Neudata reserves the right to restrict, prohibit, or remove any activity, material, or promotion by Customer which, in Neudata’s opinion and at its reasonable discretion, becomes objectionable for any reason or may detract from the general character of an Event. In no event shall Neudata be liable for any expenses incurred or any refunds as a result of such restriction, prohibition or removal.
4. **RECORDINGS AND CUSTOMER MATERIALS.** Customer hereby grants (i) Neudata, its affiliates, and its independent contractors the right to film, photograph, and otherwise record Customer’s presentations and participation, in any media, at an Event (“**Recordings**”), and (ii) Neudata, its affiliates, agents, employees, and assigns an irrevocable, nonexclusive, perpetual, worldwide, royalty-free license to use, reproduce, modify, distribute, and translate, in the ordinary course of Neudata’s business, Customer’s name, trademarks, and trade names, and all or any part of the Recordings and any materials submitted or provided by Customer in connection with an Event (“**Sponsor Materials**”). To the maximum extent permitted by law, Customer waives any moral rights it may have in the Recordings and Sponsor Materials. Customer represents and warrants that (a) the Sponsor Materials are true and accurate to the best of Customer’s knowledge, (b) Customer has the necessary rights and permissions to grant the license in this paragraph, and (c) the Sponsor Materials do not violate or infringe any copyright, trademark, or other proprietary rights of any person or entity.
5. **NEUDATA INTELLECTUAL PROPERTY.** Neudata’s intellectual property and Neudata’s rights in any materials created by or on behalf of Neudata in connection with an Event (collectively, “**Neudata IP**”) are and shall remain the sole and exclusive property of Neudata. Subject to all of the terms and conditions of these Sponsorship Terms, Neudata hereby grants Customer a revocable, limited, non-exclusive, non-transferable, right to use Neudata’s name and logo during the Term in connection with these Sponsorship Terms for the sole purpose of marketing an Event. Except as expressly set forth in the immediately preceding sentence, Customer shall not copy, modify, distribute, or otherwise use in any way, Neudata IP.
6. **INSURANCE.** Without prejudice to its obligations in these Sponsorship Terms, Customer (and not Neudata) is responsible for securing any insurance coverage with sound and reputable insurers appropriate to cover the risk of each Event, including in respect of public liability, general liability, personal injury property damage and (if relevant) alcohol liability.
7. **COMPLIANCE WITH LAWS.** In connection with an Event, Customer shall: (i) comply with all applicable laws and regulations, including but not limited to: (a) all applicable regulations relating to health and safety including the safe storage and handling of food and beverages, to the extent food and beverages are provided; (b) anti-bribery or anti-corruption laws, including the U.S. Foreign Corrupt Practices Act and the U.K. Bribery Act 2010; and (c) anti-money laundering statutes; (ii) not be subject to or do business with or in any country subject to any U.S. sanction imposed by the Office of Foreign Assets Control of the U.S. Department of the Treasury; and (iii) have all certifications, licenses, authorizations and permissions necessary to attend the Event and procure the Third Party Services.
8. **INDEMNIFICATION.** Customer shall indemnify and hold Neudata, the Event facility and its owners, officers, committees, directors, employees and agents (collectively, the “**Organizer Parties**”) harmless from any and all claims, damages, costs, losses, expenses, causes of action, or liabilities arising from or related to: (i) Customer’s use of such Event facility and occupancy of any venue; (ii) the behaviour and conduct of the Customer’s personnel and guests; (iii) loss of or damage to physical property or personal injury related to an Event; and (iv) breach of any terms for Third Party Services.
9. **CANCELLATION.** (i) If Neudata cancels an Event in its entirety, then Customer will receive a refund of the applicable portion of the Sponsorship Subscription Fee. (ii) Customer may cancel its involvement in an Event by providing written notice of such cancellation to the Neudata no less than thirty (30) days prior to an Event or such longer

period as may be imposed by the venue for the Event; provided, however, that Customer shall not receive any refund for such cancellation and shall be responsible for any fees charged by the venue for the Event as a result. (iii) Neudata may cancel an Event or Customer's involvement in an Event at any time in the event of Customer's breach of these Sponsorship Terms (including, without limitation, for non-payment of the Sponsorship Subscription Fee). (iv) Neudata may cancel an Event for convenience upon written notice provided to Customer no less than ten (10) days prior to an Event in which case Customer will receive a refund of the applicable portion of the Sponsorship Subscription Fee in accordance with Neudata's policies regarding same.

10. TRANSFER. In the event that the Customer desires to transfer any purchased tickets for an Event to another individual, the Customer must provide Neudata with at least fourteen (14) days' written notice prior to the Event date for the transfer to be effective. If the Customer fails to provide the required fourteen (14) days' written notice to Neudata, the Customer shall waive and forfeit the tickets, and such tickets shall not be eligible for transfer to any other Neudata Event.

11. THIRD PARTY SERVICES. In connection with an Event, Customer may have access to certain third party services, including virtual conference hosting services, networking sites, and other similar services ("**Third Party Services**"). Customer acknowledges that such access is at Customer's own risk. Neudata makes no representation or warranty, and has no support obligations or liability, with respect to any Third Party Services. Third Party Services may be subject to additional terms made available by such third parties, which shall be between Customer and the relevant third party and not Neudata and Customer shall comply with such additional terms.

12. MISCELLANEOUS.

(i) Representations and Warranties. NEUDATA MAKES NO, AND EXPRESSLY DISCLAIMS ANY, REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, REGARDING ANY EVENT, SPONSORSHIP OF AN EVENT OR OTHERWISE IN CONNECTION WITH THESE SPONSORSHIP TERMS. THE PROVISIONS OF THIS PARAGRAPH SHALL SURVIVE TERMINATION OR EXPIRATION OF THE SUBSCRIPTION TERMS.

(ii) Release. The Organizer Parties shall not be liable for, and Customer expressly releases the Organizer Parties from, any and all claims for loss or damage to physical property or personal injury arising out of or related to an Event.

