

Corporate Sponsorship Agreement - Terms and Conditions

This Agreement is between the Software Freedom Conservancy ("Conservancy") and Sponsor. In consideration of the opportunity to participate as a sponsor of the Conference hosted by the Project [as indicated in the attached Price Schedule, incorporated herein by reference] in support of the Conservancy's mission to promote the use, development, and improvement of free and open source software, Sponsor agrees as follows:

SPONSORSHIP BENEFITS: Sponsor will receive the sponsorship benefits listed in the attached Price Schedule.

SPONSORSHIP PAYMENT: Sponsor agrees to make a payment specified in the Price Schedule.

CONSERVANCY EVENTS: Conservancy agrees not to schedule or sponsor any event in connection with the Project including, but not limited to, evening events, during a time that conflicts or overlaps with any official event scheduled during the Conference.

INDEMNITY AND LIMITATION OF LIABILITY: Neither the Conservancy, any co-sponsor, venue provider nor any of their respective officers, agents, employees, facilities, representatives, assigns, nor any volunteer otherwise affiliated with the Project shall be liable for, and Sponsor hereby releases them from, any claims for damage, loss, harm, or injury to the person, property or business of the Sponsor and/or any of its visitors, officers, agents, employees, or other representatives, resulting from theft, fire, earthquake, water, unavailability of the facility, accident or any other reason in connection with the Conference. The Sponsor shall indemnify, defend, and protect the Conservancy, its officers, directors, employees, agents, co-sponsors and venue providers harmless from and against any and all claims, demands, suits, liability, damages, losses, costs, attorney's fees, and expenses that result or arise from Sponsor's participation in the Conference or any actions of its officers, agents, employees, or other representatives. Under no circumstance will the Conservancy, any co-sponsor, or the venue provider be liable for lost profits or other incidental or consequential damages for any of their acts or omissions whatsoever, whether or not appraised of the possibility or likelihood of such damages or lost profits. In no event shall the Conservancy liability, under any circumstance, exceed the amount actually paid to it by the Sponsor. The Conservancy makes no representations or warranties regarding the Conference or its attendance.

OBSERVANCE OF LAWS: Sponsor shall abide by and observe all laws, rules and regulations, and ordinances in the performance of this agreement.

CANCELLATION OR TERMINATION BY CONSERVANCY: If for any reason beyond its reasonable control, including but not limited to fire, strike, earthquake, damage, construction or renovation to the display site, government regulation, public catastrophe, act of God, Conservancy shall determine that the Conference or any part will not be held, Conservancy may cancel the Conference or any part thereof. In that event, the Conservancy shall, upon written request by the Company, refund donations made in support of the Conference, after deducting any and all expenses incurred by the Conservancy. In this event, Conservancy will provide an accounting of Conference expenses incurred to all donors.

MISCELLANEOUS

Authority. Each Party represents and warrants that the execution, delivery and compliance with the terms of this Agreement by such Party and consummation by it of the transactions contemplated hereby have been duly and validly authorized by all necessary corporate or other action and the agreements contained herein constitute valid and legally binding obligations and are enforceable in accordance with their terms.

Waiver. The failure of either Party to insist on strict compliance with any of the terms, covenants, or conditions of this Agreement by the other Party shall not be deemed a waiver of that term, covenant, or condition, nor shall any waiver or relinquishment of any right or power at any one time or times be deemed a waiver or relinquishment of that right or power for all or any other times.

Enforceability. Each provision of this Agreement shall be separately enforceable, and the invalidity of one provision shall not affect the validity or enforceability of any other provision.

Governing Law. This Agreement shall be interpreted and construed in accordance with the laws of the State of New York.

Entire Agreement. This Agreement constitutes the only agreement, and supersedes all prior agreements and understandings, both written and oral, among the parties with respect to the subject matter hereof. This Agreement may not be amended or modified, except in writing and signed by all parties to this Agreement.