



## Lightstream Sales Kickoff 2024

### Sponsorship Agreement

This sponsorship agreement, including the terms and conditions below (“Agreement”), is made by in between \_\_\_\_\_ (“Company”) and Lightstream Managed Services, LLC (“Lightstream”) with principal offices located at 208 North 2100 West, 2nd Floor, Salt Lake City, UT 84116. Lightstream and Company agree to the following terms:

1. **Exhibition rules:** The Lightstream 2024 Sales Kick Off (“SKO2024”) is anticipated to take place in Scottsdale, AZ, January 23-25 2024. Company hereby agrees to participate as a sponsor in the partner expo \_for SKO2024 (“Exhibition”). Lightstream and its respective agents and representatives reserve the right to make changes to the Exhibition, including, without limitation, dates, times, and location.
  - a. It is anticipated that there will be a variety of partner engagement activities jointly with Lightstream onsite at the venue January 23-25 2024. Final Agenda TBD
  - b. It is understood that the company will tables, power access for any partner engagement activities at the venue during SKO2024
2. **Compliance:** Company agrees to comply with all applicable federal, state, and local laws and regulations, as well as all applicable policies and procedures of SKO2024, including but not limited to, Lightstream event standards policy and all union contracts in effect among Lightstream, the venue, and the various labor organizations, if and as applicable. Without any limitation to the foregoing, Company must be in full compliance with the Americans with Disabilities Act (ADA).
3. **Insurance:** Company acknowledges and understands that Lightstream does not maintain insurance covering any Company employees or property, and Company agrees to acquire and maintain commercially reasonable insurance coverage covering the same and accepts sole responsibility thereto. Company assumes all responsibility and liability for losses, damage, and claims arising out of the opportunity to exhibit, and agrees to will indemnify, defend, and hold harmless Lightstream, the resort, its owner, and its management company, as well as their respective agents, servants, and employees from any and all losses, damage, and claims arising out in connection with Exhibition activities.
4. **Payment Terms:** Upon execution of this Agreement, Company agrees to pay the amount identified on the invoice page of this Agreement. Payment for the total amount is due and payable within thirty (30) days of receipt of invoice.
5. **Force Majeure:** 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, civil, governmental, or military authority, acts of God, acts of terrorism, acts of war, epidemics, the availability of the sales kickoff 2024 venue, or other similar causes beyond reasonable control and without the fault or negligence of the delayed or non-performing party or its subcontractors.
6. **Limitation of Liability:** Under no circumstances shall Lightstream and its affiliates, and their directors, officers, and employees, 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 any partner engagement activities during SKO2024, this Agreement, or otherwise. Without any limitation to the foregoing, Lightstream and its affiliates and their directors, officers, and employees, shall in no event be liable for any indirect, incidental, special, or consequential damages, or for loss or profits, revenue, data, or use incurred by company, whether in action in contract or tort, even if Lightstream has been advised of the possibility of such damages. Lightstream and its affiliates and their directors, officers, and employees’ entire liability for damages hereunder shall in no event exceed the amount of fees paid by Company under this Agreement.