

# 2024 Sponsor & Exhibitor

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Terms &  
Conditions

December 2023

# 2024 Terms & Conditions

If your Sponsorship Application for the Event is accepted by Mountain Connect LLC. ("MC"), Sponsor's participation is subject to the following terms and conditions ("Agreement"). The benefits associated with each Sponsorship Level are specified in the Event's sponsorship prospectus ("Prospectus"), which Sponsor hereby acknowledges receiving and which are incorporated by reference into this Agreement and attached hereto as Exhibit A. This Agreement is between Mountain Connect, LLC, a Colorado corporation with its principal place of business at 939 Snowy Plain Rd, Fort Collins, CO 80525, and (COMPANY NAME) with its principal place of business at (COMPANY ADDRESS) ("Sponsor") named in the Sponsorship Application ("Sponsor" or "You" or "Your") as of the date last signed by a Party ("Effective Date"), subject to which MC and Sponsor shall each be a "Party" and collectively, the "Parties" to this Agreement. By submitting the preceding Sponsorship Application, You are agreeing to be considered by MC for Sponsorship in the Event. If You are selected for Sponsorship, MC will notify You via email, confirming Your selection and Your Sponsorship Level. Note that You are not an Event Sponsor unless and until MC sends You a confirmation email.

**TERM:** The Term of this Agreement will commence on the Effective Date and end on completion of all obligations by the parties, unless earlier terminated per the terms of this Agreement.

**PAYMENT:** With respect to all sponsorships, Sponsor agrees to pay the Corporate Host Sponsorship Fee list in Exhibit A in accordance with the following payment schedule: If MC accepts the Agreement prior to March 15, 2024, MC will send Sponsor two invoices, one in approximately late March 2024 and the other in approximately late June 2024. Payment for each invoice, each of which will reflect fifty percent (50%) of the total Sponsorship Fee will be due and payable within thirty (30) days of the invoice date.

If MC accepts the Agreement on or after June 1, 2024, MC will send the Sponsor one invoice that will be due and payable in full immediately upon receipt but in no event later than July 30, 2024 ("Final Due Date"). For all sponsorships, if the Sponsor has not paid the Sponsorship Fee in full by the Final Due Date, Sponsor may not participate in the Event. Only the following forms of payment will be accepted: US dollars by direct debit, by check, or bank transfer payable to "Mountain Connect, LLC." Credit card payments will be accepted online only. PLEASE NOTE: You are responsible for paying the Sponsorship Fee set forth on the online Sponsorship Application, regardless of whether it reflects any agreed modifications. Therefore, please make sure to enter only the final amounts agreed with Mountain Connect.

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**EVENT LOCATION AND TIME:** The Event is scheduled for the location, date and time specified in the Sponsorship Application. Sponsor acknowledges and agrees that MC may, at any time, reschedule the location, date, time, and/or logistics of the Event. MC will attempt to notify Sponsor of any such changes as far in advance as possible, provided that no such scheduling change will be deemed a cancellation by MC and therefore, if Sponsor wishes to cancel its Sponsorship, MC will have no obligation to refund to Sponsor any portion of the Sponsorship Fee pre-paid by Sponsor prior to Sponsor's cancellation of its Sponsorship. MC will notify Sponsor, in advance of the Event, the dates, times and logistics for load-in, set up, breakdown and load out, to which Sponsor will adhere, unless otherwise notified by MC to Sponsor. This contract is for an in-person event and there is no intention to move to a virtual event should the in-person event be cancelled for any reason. In the event that MC will need to postpone, MC and Sponsor will discuss the refund policy should this cause an undue burden on the Sponsor due to the aforementioned change in location, date, time, and/or logistics of the Event. In instance of event cancellation refer to the Cancellation and termination by MC section of the contract.

**EXHIBIT SPACE ALLOCATION:** Sponsor will select their preferred booth location found on MC website and register their location. The Exhibitor Floor Plan can be found at <https://mountainconnect.org/floorplan>. If Sponsor selects booth space and cancels any portion of their sponsorship investment, they will forfeit their selected space and move to the bottom of the booth queue. MC reserves the right, in its sole discretion, to change the location, size, layout, arrangement and display restrictions of the Sponsor's space limits. Distribution of marketing materials outside Your exhibit space is strictly prohibited. Sponsor also agrees to abide by any terms or requirements of the venue or exhibit space.

**EXHIBIT SPACE:** MC's provision of the Space includes only the items set forth in the Prospectus. Sponsor is responsible, including any costs and expenses, for any goods or services that are not listed in the Prospectus.

**USE OF PARTY'S MARKS:** The Parties agree not to use any trademarks, trade names, logos, slogans or other intellectual property owned by Party. In its sole discretion, a Party may withhold or withdraw permission to display items or distribute souvenirs, advertising or any other material containing the Party's Marks. Neither Party may not issue any announcement or press release regarding the Event, or Sponsor's participation in the Event, without the prior written consent of MC.

**NO ENDORSEMENT:** A Party will not state or imply that its products or services are endorsed by the other Party and no approval by a Party's of any of a Party's content or participation in the Event will be deemed an endorsement.

**CANCELLATION BY SPONSOR:** Sponsorship Fees are non-refundable regardless of the reason other than Force Majeure. If Sponsor wishes to cancel all or part of this Agreement, Sponsor must send notice of cancellation in writing to MC, Attention: Mountain Connect 2024 Sponsorship, 939 Snowy Plain Rd., Fort Collins, CO 80525 via certified mail, return receipt requested. If Sponsor cancels before April 30, 2024 at 5pm MST, Sponsor will be liable for 50% of the Sponsorship Fee. If Sponsor cancels after May 31, 2024 at 5pm MST, Sponsor will be liable for 100% of the Sponsorship Fee. Sponsor's failure to occupy the Space at the commencement of the Event will constitute cancellation by Sponsor, for which Sponsor will be liable for 100% of the Sponsorship Fee.

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**CANCELLATION OR TERMINATION BY MC:** MC reserves the right to cancel the Event, or any portion thereof, for any reason at any time upon written notice to Sponsor. MC may immediately upon written notice to Sponsor terminate this Agreement, in whole or in part, including Sponsor's Sponsorship, with or without cause. Upon cancellation of the Event or termination by Salesforce for cause, including, without limitation, Sponsor's breach of this Agreement or Sponsor's failure to pay the Sponsorship Fee in full, Sponsor will not be entitled to, and MC will not pay Sponsor, any refund of any Sponsorship Fee. In the event of any termination by MC without cause, MC's sole liability to Sponsor, and Sponsor's exclusive remedy, will be a refund of the Sponsorship Fee pre-paid prior to notice of such termination.

**WARRANTY:** Each Party warrants that it has the authority to enter into this Agreement; that its participation in the Event will not violate any other agreement or understanding between Sponsor and a third party or between MC and Sponsor; Both Parties Sponsor will comply with all applicable federal, state and local laws and regulations in connection with its obligations under this Agreement and its conduct in connection with the Event.

**INDEMNITY:** Each Party will indemnify and hold the other Party, harmless for and from any alleged or actual claim for any costs, losses, or fines, penalties, or expenses (including reasonable attorneys fees) arising from or related to: (1) any damages to real or personal property, or personal injury to any person, directly or indirectly caused by a Party or its employee or contractor in connection with the Event; (2) any failure to comply with any applicable federal, state, and local laws and regulations related to the collection, use, sharing, disclosure and storage of personal information; and (3) any claim against Sponsor that MC use of any content provided for the Event infringes or misappropriates any third party's intellectual property, publicity, privacy, confidentiality or other right. This provision will survive the termination or expiry of this Agreement.

**SPONSORSHIP BENEFITS:** If MC decides in its sole discretion to provide Sponsor with any attendee or registrant information ("Attendee Information") and Sponsor agrees and consents in writing signed by the Calix Chief Marketing Officer to receive such Attendee Information, Neither Party will sell, rent, transfer, assign, lease or share the Attendee Information. Both Parties will treat the Attendee Information as confidential information and will comply with all applicable laws, rules, regulations and ordinances in use of the Attendee Information. Furthermore, Sponsor will indemnify MC for any third party claims that may result from Sponsor's use of the Attendee Information. Furthermore, Sponsor will not sell, rent, transfer, assign, lease or share any sponsorship benefits, including but not limited to, access to galas, dinners or concerts without MC's prior written approval.

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**LIMITATION OF LIABILITY:** Other than for MC's Warranties, Warranties of Quality and Indemnification, neither Party will be liable for any indirect, incidental, special or consequential damages, or damages for loss of profits, revenue, data, or use, nor any punitive damages, incurred by a Party, whether in an action in contract or tort, even if a Party has been advised of the possibility of such damages. A Party's liability for damages under this Agreement will in no event exceed the amount of Sponsorship Fees paid by Sponsor under this Agreement.

**NO PARTNERSHIP OR AGENCY:** Nothing in this agreement is intended to, or will be deemed to, establish any partnership or joint venture between any of the Parties, constitute any Party the agent of another Party, nor authorize any Party to make or enter into any commitments for or on behalf of any other Party.

**SUCCESSORS AND ASSIGNS:** MC may assign or delegate its rights and obligations under this Agreement in its sole discretion. Sponsor may not assign or delegate its rights and responsibilities under this Agreement to any person or entity without MC's written permission other than to a wholly-owned affiliate or subsidiary that is not a direct competitor of MC.

**PERMISSION TO USE MATERIALS:** Each Party grants the other Party and its employees, agents, contractors or representatives permission to use, reproduce, combine with other works, and publish worldwide, during the Term of this Agreement, in all media, Sponsor's trademarks, product names or descriptions and logo(s) and any materials Sponsor provides for the purpose of or as result of Sponsor's participation in Event, including, without limitation, posting on web-sites, or publishing in other print or electronic media, brochures, newsletters, advertisements, and magazines. MC may edit materials only as necessary to conform them to a given media, e.g., changing the size of an image, but will not modify Sponsor's trademarks or logos in any other way without Sponsor's prior written consent.

**MISCELLANEOUS:** This Agreement will be governed exclusively by the internal laws of the State of Colorado, without regard to its conflicts of laws rules or the United Nations Convention on the International Sale of Goods. Each Party hereby consents to the exclusive jurisdiction of the state and federal courts located in Denver County, Colorado to adjudicate any dispute arising out of or relating to this Agreement. No waiver of any provision by either party will constitute a waiver of any other provision nor will any waiver be enforceable unless it is in writing signed by the parties. It is the intent of the parties that if a court finds any provision of this Agreement to be unenforceable, all other provisions will remain enforceable.

# 2024 Terms & Conditions cont

**LIMITATION OF LIABILITY:** Other than for MC's Warranties, Warranties of Quality and Indemnification, neither Party will be liable for any indirect, incidental, special or consequential damages, or damages for loss of profits, revenue, data, or use, nor any punitive damages, incurred by a Party, whether in an action in contract or tort, even if a Party has been advised of the possibility of such damages. A Party's liability for damages under this Agreement will in no event exceed the amount of Sponsorship Fees paid by Sponsor under this Agreement.

**NO PARTNERSHIP OR AGENCY:** Nothing in this agreement is intended to, or will be deemed to, establish any partnership or joint venture between any of the Parties, constitute any Party the agent of another Party, nor authorize any Party to make or enter into any commitments for or on behalf of any other Party.

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**PERMISSION TO USE MATERIALS:** Each Party grants the other Party and its employees, agents, contractors or representatives permission to use, reproduce, combine with other works, and publish worldwide, during the Term of this Agreement, in all media, Sponsor's trademarks, product names or descriptions and logo(s) and any materials Sponsor provides for the purpose of or as result of Sponsor's participation in Event, including, without limitation, posting on web-sites, or publishing in other print or electronic media, brochures, newsletters, advertisements, and magazines. MC may edit materials only as necessary to conform them to a given media, e.g., changing the size of an image, but will not modify Sponsor's trademarks or logos in any other way without Sponsor's prior written consent.

**MISCELLANEOUS:** This Agreement will be governed exclusively by the internal laws of the State of New York, without regard to its conflicts of laws rules or the United Nations Convention on the International Sale of Goods. Each Party hereby consents to the exclusive jurisdiction of the state and federal courts located in Denver County, Colorado to adjudicate any dispute arising out of or relating to this Agreement. No waiver of any provision by either party will constitute a waiver of any other provision nor will any waiver be enforceable unless it is in writing signed by the parties. It is the intent of the parties that if a court finds any provision of this Agreement to be unenforceable, all other provisions will remain enforceable.

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## CONFIDENTIALITY AND AUTHORIZATION:

- 1.1. At all times, both during this Agreement and after its termination, MC will protect Confidential Information from unauthorized dissemination and use with the same degree of care that MC uses to protect its own confidential information, but with not less than reasonable care and diligence, and will not disclose Confidential Information without the prior written consent of Sponsor. MC may use such Confidential Information solely for the purpose of performing the Services under this Agreement and for no other purpose.
- 1.2. MC will treat the terms and conditions and the existence of this Agreement as Confidential Information of Sponsor. MC will obtain Sponsor's written consent prior to any publication, presentation, public announcement or press release concerning the existence or term and conditions of this Agreement, which consent may be withheld by Sponsor in its sole discretion.
- 1.3. MC acknowledges that any disclosure or unauthorized use of Confidential Information will constitute a material breach of this Agreement and cause substantial and irreparable harm to Sponsor for which damages would not be a fully adequate remedy, and, therefore, in the event of any actual or threatened breach, in addition to other available remedies, Sponsor will have the right to obtain appropriate injunctive relief without the requirement to post a bond.

This Agreement, its terms and the Event are confidential until publicly announced by MC. A Party may not disclose the existence of this Agreement or the terms of this Agreement to any third party without the other Party's prior written consent. You hereby authorize MC to provide Sponsor's contact information including Primary Contact person, email address and primary phone number in event-related printed publications and the Mountain Connect website.

**COVID 19:** Sponsor acknowledges that an inherent risk of exposure to COVID-19 or similar COVID variant, exists in any public place where people are present. By attending Mountain Connect, Sponsor and any guests voluntarily assume all risks related to exposure to COVID-19, or similar variant, and agree not to hold Mountain Connect LLC; Marriott; or any of their Sponsors, Exhibitors, Affiliates, Directors, Officers, Employees, Agents, Contractors, or Volunteers liable for any illness or injury.

**Force Majeure:** Neither Party shall be responsible for any failure to perform or delay attributable in whole or in part to any cause beyond its reasonable control, including but not limited to any delay, interruption, error, or malfunction due to natural disaster: transportation problems; defects, or malfeasance or third-party software, hardware, communications, or power supplies: materials shortages; disruptions in availability of electricity, energy or natural resources; strikes; actual or threatened war (where or not declared); government or regulatory action: civil unrests; failure or delay in delivery by suppliers or subcontractors; acts or omissions of the other Party or its agents or affiliates; acts of God including but not limited to disease or epidemic; and other acts, events, or circumstances beyond its reasonable control, where or not foreseeable or identified.

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ENTIRE AGREEMENT: This Agreement constitutes the complete agreement between the parties and supersedes all prior or contemporaneous agreements or representations, written or oral, concerning the subject matter hereof. This Agreement may not be modified or amended except in a writing signed by a duly authorized representative of each party.

Sponsor attendees and guests agree to adhere to local COVID rules, if applicable, in place at the time of the event.

MC	Calix, Inc.
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____