



SPONSOR TERMS AND CONDITIONS

NDIA FALL FORUM MANAGEMENT

The virtual event is organized and managed by NDIA. Any matters not covered in these Rules and Regulations are subject to the interpretation of NDIA, and all sponsors must abide by their decisions. NDIA shall have full power to interpret, amend, and enforce these rules and regulations, provided any amendments, when made, are brought to the notice of sponsors. Each sponsor, as an individual and on behalf of all employees, agrees to abide by the foregoing rules and regulations and by any amendments or additions thereto, in conformance with this paragraph.

PAYMENT FOR SPONSORSHIP

Full payment is due when purchasing the selected Sponsor Package.

CANCELLATION BY SPONSOR

Refunds will only be considered if cancellation occurs more than 7 days prior to the event. In the event of cancellation by a Sponsor, NDIA shall retain 25% of the total sponsorship fee; if cancellation occurs 7 days or fewer from the date of the event, NDIA shall retain 100% of the total sponsorship fee. NDIA must receive written notification of the cancellation by email to tamsanch@cisco.com.

CONDUCT & PURPOSE OF SPONSORSHIP

NDIA reserves the right to restrict activities that it deems inappropriate or unprofessional. All sponsor activities will be to serve the interest of the Fall Forum attendees and NDIA organization and will be operated in a way that will not detract from the event as a whole. NDIA reserves the right to request the immediate withdrawal of any sponsor that NDIA believes to be injurious or inappropriate to the purpose of NDIA or the event.

ELIGIBILITY

NDIA reserves the right to determine the eligibility of any company, product, or any other demonstration for inclusion in the virtual event.

RESALE/SUBLEASING OF SPONSORSHIP EXHIBIT SPACE

Sponsors may not assign, sublease or otherwise share all or a portion of their virtual exhibit space with any party.

HANDOUT MATERIALS, GIVE-AWAYS AND PRIZE DRAWINGS

Promotional giveaways and sponsor contests are permitted. All materials and prizes must be appropriate and not injurious or inappropriate to the purpose of NDIA or the event. All hand-out materials are expected to be of professional nature. NDIA reserves the right to disallow any material that it believes to be inappropriate.

COPYRIGHT LICENSING

The Sponsor is solely responsible for obtaining any required licenses to broadcast, perform, or display any copyrighted materials including but not limited to music, video, and software. The sponsor shall indemnify and hold harmless NDIA against cost, expense, or liability which may be incident to, arise out of, or be caused by the Sponsor's failure to obtain a requisite license.

TRADEMARKS

NDIA will be held harmless for any trademark, trade name, copyright, or patent infringement on any printed materials belonging to or distributed by any sponsor. No sponsor may use NDIA's name or logo(s) without the written consent of NDIA.

LIMITATION OF LIABILITY

The Sponsor is responsible for uploads and adding their content for their virtual exhibit space. The sponsor agrees to make no claim for any reason whatsoever against NDIA, its employees, agents, or representatives.

INDEMNIFICATION

The Sponsor shall defend, indemnify and hold NDIA harmless from and against all costs, claims, demands, proceedings, liability, losses, and expenses (including reasonable legal fees) whatsoever made against or incurred by NDIA as a result of, related to, or arising in connection with (i) a breach of these Terms by Sponsor, and/or (ii) any acts or defaults of Sponsor, its employees or agents in connection with the Event and/or (iii) any claim brought against NDIA that the content or any services or software supplied by Sponsor infringe, violate, or trespass or constitute the unauthorized use or misappropriation of any intellectual property of any third party.

AGREEMENT TO RULES

Sponsor, its personnel, employees, agents, or representatives, agrees to abide by the foregoing rules and by any amendments and additional rules that may be put into effect by NDIA.

AMENDMENT AND ADDITIONAL RULES

Any matters not specifically covered by the preceding rules shall be subject solely to the decision of NDIA. NDIA may, at any time, amend or add to these rules, and all amendments made shall be binding on the sponsor equally with the foregoing rules and regulations.

VIOLATIONS

NDIA may at its discretion take away all or part of future sponsorship privileges for violations of the Rules and Regulations. In addition, violation of any of these Rules and Regulations by the sponsor or their employees or agents shall at the option of NDIA forfeit the sponsor's right to participate in the virtual event and such sponsor shall forfeit to NDIA all monies paid or due. Upon evidence of a violation, NDIA may cancel the space purchased by the sponsor.

SEVERABILITY

All agreements and covenants contained herein are severable, and in the event any of them shall be held to be invalid by any competent court, this agreement shall be interpreted as if such valid agreements or covenants were not contained herein.