

PLATINUM SPONSOR LEVEL

Spend \$3,500 or more on any combination of sponsorship opportunities and you will become a Platinum Sponsor which includes:

- Four entries into the MAPPS Golf Tournament
- Recognition on signage as a Platinum sponsor
- Recognition in show directory as a Platinum sponsor
- Recognition on www.mappsshow.com as Platinum sponsor
- Badge ribbons for all booth staff recognizing Platinum sponsorship

GOLD SPONSOR LEVEL

Spend \$2,500 or more on any combination of sponsorship opportunities and you will become a Gold Sponsor which includes:

- Recognition on signage as a Gold sponsor
- Recognition in show directory as a Gold sponsor
- Recognition on www.mappsshow.com as Gold sponsor
- Badge ribbons for all booth staff recognizing Gold sponsorship

SILVER SPONSOR LEVEL

Spend \$1,500 or more on any combination of sponsorship opportunities and you will become a Silver Sponsor which includes:

- Recognition on signage as a Silver sponsor
- Recognition in show directory as a Silver sponsor
- Recognition on www.mappsshow.com as Silver sponsor
- Badge ribbons for all booth staff recognizing Silver sponsorship

SHOW SPONSOR - \$5,000

Heighten your company's visibility and create positive publicity while partnering with the #1 most popular show in the South.

- Exclusive sponsorship
- Company name & logo on all marketing materials for MAPPS designating company as official show sponsor
- Two 6' signs at show advertising company and booth number
- Full page ad in show directory
- Banner ad with click through to company website on www.mappsshow.com
- One hole sponsorship and product insert in golf bag for tournament
- Bag insert in show bags
- One item in the Featured Product Showcase
- Company logo on www.mappsshow.com with link to your website
- Company logo in show directory designating company as official show sponsor
- Company logo on sponsorship sign at show
- Pre and post show mailing lists
- Right of first refusal

SAGE PARTY SPONSOR - \$2,500

Differentiate your company from your competitors! Sponsor the SAGE Party Sunday night for distributors and suppliers to network and share ideas.

- Maximum of four sponsors
- Logo on after party marketing material designating company as sponsor
- One 6' sign at event designating your company as a sponsor of the SAGE party
- One 6' sign at show advertising company and booth number
- Half page ad in show directory
- Advertisement on one-side of after party table tents
- Logo in show directory recognizing sponsorship
- Company logo on sponsorship sign at show
- Company logo on www.mappsshow.com with link to your website
- Pre and post show mailing lists
- Right of first refusal for shared sponsorship

PARKING SPONSOR - \$2,500

Increase your exposure and sales by driving distributors to your booth with the Parking Sponsorship!

- One 6' sign in the parking garage
- One 6' sign at the show entrance
- Company name included on distributor marketing
- Company logo on sponsorship sign at show
- Company logo in directory recognizing sponsorship
- Company logo on www.mappsshow.com with link to your website
- Pre and post show mailing lists

Choose 2 from the following:

- Product in the Product Pavilion
- Logo in the Passport Program
- Hole Sponsor at the Golf Tournament
- Half page ad in the Show Directory

SHOW DAY EDUCATION SPONSOR - \$1,000 SOLD

Speak in front of a captive audience of top industry distributors about your product line by sponsoring the MAPPS educational seminars.

- Exclusive sponsorship
- Logo in show directory recognizing sponsorship
- One 6' sign at show advertising company and booth location
- Half page ad in show directory
- 15 minutes of speaking time during show day education session
- Opportunity to have your book/literature passed out at education session
- One Power Point slide with information of your choice
- Logo on www.mappsshow.com with link to your website
- Logo on all education signage
- Logo on education session marketing material designating company as the sponsor
- Your company's products used in all demonstrations during the MAPPS training sessions
- Pre and post show mailing lists
- Right of first refusal

BAG SPONSOR - \$1,000 SOLD

Increase your visibility and receive innumerable impressions throughout the MAPPS by SAGE Show by providing 1,200 bags for MAPPS attendees.

- Logo in show directory recognizing sponsorship
- One 6' sign at show advertising company and booth location
- Half page ad in show directory
- Company logo on sponsorship sign at the show
- Company logo on www.mappsshow.com with link to your website
- Pre and post show mailing lists
- Right of first refusal

LANYARD SPONSOR - \$1,000 SOLD

Increase your visibility and receive innumerable impressions throughout the MAPPS by SAGE Show by providing 1,800 lanyards for exhibitors and attendees.

- Logo in show directory recognizing sponsorship
- One 6' sign at show advertising company and booth location
- Half page ad in show directory
- Company logo on sponsorship sign at the show
- Company logo on www.mappsshow.com with link to your website
- Pre and post show mailing lists
- Right of first refusal

LIP BALM & CLIP SPONSOR - \$1,000 SOLD

Increase your visibility and receive innumerable impressions throughout the MAPPS by SAGE show by providing 1,800 lip balm & clips to be placed on the MAPPS lanyards.

- Logo in show directory recognizing sponsorship
- One 6' sign at show advertising company and booth location
- Half page ad in show directory
- Company logo on sponsorship sign at the show
- Company logo on www.mappsshow.com with link to your website
- Pre and post show mailing lists
- Right of first refusal

ONLINE REGISTRATION SPONSOR - \$1,000 SOLD

Maximize your exposure by placing your banner advertisement on the distributor pre-registration confirmation email which every distributor prints and brings to the show.

- Exclusive sponsorship
- Logo in show directory recognizing sponsorship
- Logo on www.mappsshow.com with link to your website
- Logo on show sponsor signage
- Company logo on sponsorship sign at the show
- Pre and post show mailing lists
- Right of first refusal

PEN SPONSOR - \$1,000 SOLD

Introduce your new or popular pens to the industry at the MAPPS by SAGE Show! Increase your visibility and receive innumerable impressions throughout the show. Your pens will be used at MAPPS events including registration and education sessions.

- Logo in show directory recognizing sponsorship
- Half page ad in show directory
- Logo on www.mappsshow.com with link to your website
- Pre and post show mailing lists
- Right of first refusal

ENTRANCE FLOOR SIGN - \$750

Your marketing message will be the first thing attendees see upon entering the exhibit hall.

- Four signs available
- 8' x 8' full color sign at the show entrance cut into the carpet
- Logo on www.mappsshow.com with link to your website

STANDING SIGN - \$750

Display your own message for all attendees to see on the show floor or in the foyer.

- 3' x 8' free standing one-sided full color sign
- Logo on www.mappsshow.com with link to your website

BANNER AD ON MAPPS BY SAGE SHOW WEBSITE - \$700

Increase your visibility by placing a banner ad right on the Show Website throughout 2011!

- Maximum of 2 sponsors
- Banner Ad on www.mappsshow.com that can link to your website
- Right of first refusal

CUP SPONSOR - \$500

Introduce your new or popular cups to the industry at the MAPPS by SAGE Show! Your cups will be used at our coffee stations, the golf tournament, education sessions, Welcome Reception and the MAPPS by SAGE After Party.

- Provide 500 cups for hot drinks
- Provide 2,000 cups for cold drinks
- Logo in show directory recognizing sponsorship
- Half page ad in show directory
- Logo on www.mappsshow.com with link to your website
- Pre and post show mailing lists
- Right of first refusal

HAND SANITIZER SPONSOR - \$500 - SOLD

Increase your visibility and receive innumerable impressions throughout the show. Your sanitizer will be used at MAPPS events including registration and golf tournament.

- Logo in show directory recognizing sponsorship
- Half page ad in show directory
- Logo on www.mappsshow.com with link to your website
- Pre and post show mailing lists
- Right of first refusal

BOTTLED WATER SPONSOR - \$500 - SOLD

Your water will be used at MAPPS events including on the show floor, education and golf tournament.

Increase your visibility and receive innumerable impressions throughout the show by providing your bottled water at the MAPPS by SAGE Show.

- Logo in show directory recognizing sponsorship
- Half page ad in show directory
- Pre and post show mailing lists
- Right of first refusal

PASSPORT SPONSOR - \$350

Increase your exposure and sales by driving distributors to your booth with the Passport Sponsorship!

Attendees must stop by your booth to enter the raffle for an Apple iPad.

- Maximum of 16 sponsors
- Logo in show directory recognizing sponsorship
- Company logo on sponsorship sign at show
- Company logo on www.mappsshow.com with link to your website
- Pre and post show mailing list
- Right of first refusal

BADGE TEAR-OFF SPONSOR - \$250

Place your show special or new product advertisement on the badge paper that each attendee will receive at registration.

- Maximum of four sponsors
- Logo in show directory recognizing sponsorship
- Logo on www.mappsshow.com with link to your website
- Pre and post show mailing lists
- Right of first refusal

BAG INSERT - \$250

Each attendee will receive a show bag that contains your company's one page flyer or small product.

- Maximum of 20 sponsors
- Supply 1,200 small products or literature for insertion
- Logo on www.mappsshow.com with link to your website

FEATURED PRODUCT SHOWCASE - \$250 FOR ONE OR \$350 FOR THREE

Display your new and popular products in the Featured Product Showcase located in the Registration area where each distributor will pass before entering the show floor.

- Physical display of product in Showcase with company name, booth number, product name and description
- Logo on www.mappsshow.com with link to your website

DIRECTORY BACK COVER - ~~\$1,250~~ - SOLD

Receive innumerable impressions by including your company's message in the show directory.

- Full color advertisement
- Logo on www.mappsshow.com with link to your website

DIRECTORY INSIDE BACK COVER - \$1,000

Include your company's message in the directory that every distributor uses at the show.

- Full color advertisement
- Logo on www.mappsshow.com with link to your website

DIRECTORY FULL PAGE ADVERTISEMENT - \$500

Attendees refer to the show directory continuously at the show. Include your message in the directory for extra exposure.

- Black and white advertisement
- Logo on www.mappsshow.com with link to your website

GOLF TOURNAMENT SPONSOR - \$800

Be the most popular company in the tournament!

- Maximum of four sponsors
- Name and logo in directory recognizing company as sponsor
- Company logo on golf tournament marketing materials designating company as a sponsor
- Company logo on all drink tickets distributed (two per golfer)
- Company logo on www.mappsshow.com recognizing sponsorship
- Company logo on drink cart designating sponsorship
- Company logo on all golf carts used in tournament
- Two entries in Golf Tournament to use or give to valued customers
- One hole sponsorship on course
- Company product placed in tournament gift bag
- Pre and post show mailing lists

GOLF AWARDS SPONSOR - \$250 - SOLD

Sponsor the popular MAPPS Golf Tournament by providing your awards to our golfers for increased exposure.

- Exclusive sponsorship
- Name and logo in directory recognizing company as sponsor
- One hole sponsorship on course
- Logo on www.mappsshow.com with link to your website
- Half page ad in show directory
- Pre and post show mailing lists

GOLF BAG SPONSOR - \$250 - SOLD

Sponsor the popular MAPPS Golf Tournament by providing gift bags to our golfers.

- Exclusive sponsorship
- Name and logo in directory recognizing company as sponsor
- One hole sponsorship on course
- Logo on www.mappsshow.com with link to your website
- Pre and post show mailing lists
- Half page ad in show directory

GOLF HOLE SPONSOR - \$200

Sponsor a hole at the popular MAPPS Golf Tournament and place your product into the tournament gift bag for additional exposure.

- Name and logo in directory recognizing company as sponsor
- Signage at golf hole
- Product inserted in tournament gift bag (optional)
- Logo on www.mappsshow.com with link to your website
- Pre and post show mailing lists

MAPPS™ SPONSORSHIP APPLICATION



Choose from the opportunities listed below or contact your SAGE TMS Account Executive to discuss a sponsorship to meet your company's unique needs.

COMPANY INFORMATION

Company _____
Sponsorship Contact _____ Title _____
Mailing Address _____
City _____ State _____ Zip _____
Phone (____) _____ Fax (____) _____
Email _____

SPONSORSHIP LEVELS

Place an **X** next to the level you have reached based on the total dollar amount of sponsorships spent.

Platinum Sponsor Gold Sponsor Silver Sponsor

SPONSORSHIP OPPORTUNITIES

- | | | |
|---|--|---|
| <input type="checkbox"/> Show Sponsor \$5,000 | <input checked="" type="checkbox"/> Pen Sponsor SOLD | <input type="checkbox"/> Badge Tear-off Sponsor \$250 |
| <input type="checkbox"/> Parking Sponsor \$2,500 | <input type="checkbox"/> Entrance Floor Sign \$750 | <input type="checkbox"/> Bag Insert \$250 |
| <input type="checkbox"/> SAGE Party Sponsor \$2,500 | <input type="checkbox"/> Standing Sign \$750 | <input type="checkbox"/> Custom _____ |
| <input checked="" type="checkbox"/> Show Day Education Sponsor SOLD | <input type="checkbox"/> Banner Ad Sponsor \$700 | |
| <input checked="" type="checkbox"/> Bag Sponsor SOLD | <input type="checkbox"/> Cup Sponsor \$500 | Featured Product Showcase |
| <input checked="" type="checkbox"/> Lanyard Sponsor SOLD | <input checked="" type="checkbox"/> Hand Sanitizer Sponsor SOLD | <input type="checkbox"/> \$250 for 1 product |
| <input checked="" type="checkbox"/> Lip Balm & Clip Sponsor SOLD | <input checked="" type="checkbox"/> Bottled Water SOLD | <input type="checkbox"/> \$350 for 3 products |
| <input checked="" type="checkbox"/> Online Registration Sponsor SOLD | <input type="checkbox"/> Passport Sponsor \$350 | |

ADVERTISING OPPORTUNITIES

- Directory Back Cover **SOLD** Directory Inside Back Cover \$1,000 Directory Full Page Ad \$500

GOLF TOURNAMENT OPPORTUNITIES

- Golf Tournament Sponsor \$800 Golf Awards Sponsor **SOLD**
 Golf Hole Sponsor \$200 Golf Bag Sponsor **SOLD**

PAYMENT OPTIONS

Please make checks payable to SAGE.

Total Due (all pricing US) \$ _____

- Check Enclosed Check Mailed Separately MC/VISA/DISCOVER/AMEX

MC/Visa/Discover/AMEX/Check Number / Expiration Date _____
Signature for Credit Card

Credit Card Billing Address: _____
Street or PO Box City State Zip

Printed name on credit card: _____

AGREEMENT

I have read the attached sponsorship terms and conditions (Rev 11-24-2008). My signature below indicates my acceptance of the entire terms and conditions on behalf of the company identified above and my representation that I have the authority to bind the company to these terms and conditions.

Signature _____ Title _____
Printed Name _____ Date _____

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SPONSORSHIP AGREEMENT TERMS AND CONDITIONS

This SAGE Sponsorship Agreement Term and Conditions agreement (the "Agreement") is made and entered into as of the date accepted by both parties (the "Effective Date"), by and between Quick Technologies Inc., a Texas corporation having offices at 2508 Highlander Way, Suite 200, Carrollton, Texas 75006 ("SAGE"), and the company set forth on the Sponsorship Application having an address as set forth therein ("Sponsor").

1. DEFINITIONS

1.1. "Confidential Information" means any proprietary or confidential information disclosed by SAGE to Sponsor that is designated at the time of disclosure as being confidential, or, if disclosed orally or visually, is identified as such when disclosed, or which, under the circumstances surrounding the disclosure, Sponsor knows or has reason to know that such information should be treated as confidential without the need to be marked as such. Without limiting the foregoing, Confidential Information shall include any information regarding the Event, SAGE's business opportunities, development plans, marketing plans, sales figures, financial condition, unreleased versions of products, technology, and customer information.

1.2. "Event" means the tradeshow or other event relating to the Sponsorship.

1.3. "Fee" means the fee for the Sponsorship, as set forth on the Sponsorship Application.

1.4. "Sponsor Trademarks" means Sponsor's trademarks, service marks, logos and the like.

1.5. "Sponsorship" means the sponsorship opportunity specified in this Agreement.

1.6. "Sponsorship Application" means the application from which this agreement is referenced that specified the details regarding Sponsor and the Sponsorship.

2. SPONSORSHIP DETAILS

2.1. General. In exchange for the Fee, SAGE will provide Sponsor a Sponsorship for the Event, as detailed on the Sponsorship Application.

2.2. Fee. Sponsor shall pay to SAGE the Fee in exchange for the Sponsorship. SAGE will invoice Sponsor for the Fee upon execution of the Agreement and such invoice shall be due and payable net fifteen (15) days. All Fees are non-refundable. If any Fees are not paid by the due date, Sponsor shall additionally pay to SAGE (a) a late fee equal to two percent (2%) or the highest legal rate, whichever is lower, of the overdue balance per month compounded monthly and rounded to the next highest whole month; and (b) any costs and expenses incurred by SAGE (including attorneys' fees) in connection with collection efforts related to the unpaid amount.

2.3. Other Sponsor Obligations. In addition to the Fee, Sponsor shall perform the other obligations, if any, specified on the Sponsorship Application according to the due dates and other specifications set forth therein.

2.4. Costs and Expenses. Except as expressly set forth herein, each party shall be solely responsible for all of its costs and expenses related to its marketing and promotion of the Sponsorship.

2.5. Authority and Representations. Sponsor shall have no power or authority, expressed or implied, to make any commitment or incur any obligations on behalf of SAGE. Sponsor shall not make any warranties, representations, promises, or commitments concerning the Sponsorship, the Event, or any other SAGE products or services.

2.6. Cancellation. SAGE may cancel or reschedule the Event in its sole discretion. In the event that the Event is canceled and not rescheduled and such cancellation is due to events that are not outside of SAGE's reasonable control, then SAGE shall refund the Fee to Sponsor, less a

reasonable amount (if any) to account for any marketing efforts already made prior to such cancellation.

3. PROPRIETARY RIGHTS

3.1. Use of Trademarks. Sponsor hereby grants to SAGE a non-exclusive license to use the Sponsor Trademarks solely in connection with the Sponsorship and the Event. Sponsor will provide all artwork and other reasonably necessary information, as requested by SAGE.

3.2. Publicity. During the term of this Agreement, Sponsor will have the right to indicate to the public that it is a "sponsor" of the Event. In addition, if the parties mutually agree, the parties may issue a press release announcing the sponsorship.

3.3. No Other Rights. Nothing herein grants or is deemed to grant to Sponsor any right, title or interest in or to the Event or any other SAGE products or services or intellectual property.

4. TERM AND TERMINATION

4.1. Term. This Agreement will commence on the Effective Date and continue until conclusion of the Event.

4.2. Termination for Cause. If either party materially breaches this Agreement, then the non-breaching party may give written notice to the breaching party that if the default is not cured within thirty (30) days, the Agreement may be terminated. If the non-breaching party gives such notice and the breach is not cured during the thirty (30) day period, then the Agreement may be terminated by the non-breaching party within thirty (30) days following the end of the cure period by sending written notice to the breaching party.

4.3. Termination for Failure to Perform. The Sponsorship is contingent upon Sponsor's payment of the Fee pursuant to Section 2.2 and Sponsor's performance of its other obligations pursuant to Section 2.3. Time is of the essence with respect to performance of Supplier's obligations hereunder. In the event that Sponsor fails to perform any such obligations, SAGE may, in its discretion, immediately terminate this Agreement for material breach and give the Sponsorship to another company. In such an event, SAGE will have no obligation to refund any Fees previously paid by Sponsor.

4.4. Termination for Potential Damage to Reputation. SAGE may, at any time in its discretion, terminate this Agreement if SAGE reasonably believes that Sponsor's affiliation with the Event or SAGE will damage the reputation of or otherwise harm the Event or SAGE.

4.5. Survival of Certain Terms. Notwithstanding any termination of this Agreement, the following provisions shall survive: Sections 3 (Proprietary Rights), 5 (Limitation of Liability), 6 (Confidentiality), 7 (Representations and Warranties), and 8 (General Provisions). All other rights and obligations set forth herein shall cease upon expiration or termination of this Agreement for any reason.

5. LIMITATION OF LIABILITY

5.1. Disclaimer of Consequential Damages. EXCEPT FOR A BREACH OF SECTIONS 6 (CONFIDENTIALITY), IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, CONSEQUENTIAL, OR INCIDENTAL DAMAGES (INCLUDING WITHOUT LIMITATION LOST PROFITS), WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

5.2. Maximum Liability. IN NO EVENT SHALL SAGE'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE FEE. THIS LIMITATION OF LIABILITY IS CUMULATIVE AND NOT PER INCIDENT.

5.3. Reasonable Allocation of Risk. The parties understand and agree that the limitations of liability set forth in this Section 5 are a reasonable allocation of risk between the parties. Furthermore, the limitations of liability set forth in this Agreement shall apply notwithstanding any failure of essential purpose of any limited remedy provided herein.

5.4. Sponsor Indemnification. Sponsor shall, at its own expense, indemnify, defend, and hold harmless SAGE, its affiliates, officers, directors, employees, consultants, and agents from any and all third party claims, actions, suits, or liabilities arising out of or related to the Sponsorship or SAGE's use of the Sponsor Trademarks as permitted hereunder.

6. CONFIDENTIALITY

6.1. Non-Use and Non-Disclosure. During the course of the relationship, SAGE may disclose certain Confidential Information to Sponsor. Sponsor shall not disclose SAGE's Confidential Information to any third party and may only use SAGE's Confidential Information for the intended business purpose related to this Agreement and for the benefit of SAGE. Sponsor shall protect Confidential Information from disclosure or misuse by using the same degree of care as for its own confidential information of like importance, but shall at least use reasonable care. Sponsor shall promptly notify SAGE upon learning of any unauthorized disclosure of SAGE's Confidential Information, and shall provide SAGE with reasonable assistance to remedy and contain such breach.

6.2. Confidentiality of this Agreement. Neither party shall disclose the terms of this Agreement other than to business, financial, or legal advisors, without the express written consent of the other party. However, either party may disclose the terms or existence of this Agreement as required under United States securities regulations, or in furtherance of a proposed sale, acquisition, or merger of substantially all of such party's business interests related to this Agreement as long as such disclosure is made under a duty of confidentiality.

7. REPRESENTATIONS AND WARRANTIES

7.1. Authority. Each party represents that it has the full power and authority to execute and deliver this Agreement and to carry out the transactions contemplated by this Agreement.

7.2. Conflicting Agreements. Each party represents and warrants that it has no outstanding agreement or obligation that is in conflict with any of the provisions of this Agreement, or that would preclude it from complying with the provisions hereof.

7.3. Disclaimer. SAGE GRANTS NO WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, REGARDING THE EVENT OR THE SPONSORSHIP. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, SAGE SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY, ACCURACY OF DATA, AND FITNESS FOR A PARTICULAR PURPOSE AND DOES NOT GUARANTEE A CERTAIN LEVEL OF MARKETING, PUBLICITY OR ATTENDANCE.

8. GENERAL PROVISIONS

8.1. Independent Contractors. The relationship of SAGE and Sponsor established by this Agreement is that of independent contractors, and neither party is an employee, agent, partner, or joint venturer of the other.

8.2. Compliance with Laws. Sponsor shall comply with all applicable laws, rules, treaties, and regulations in its performance of this Agreement.

8.3. Governing Law and Jurisdiction. This Agreement shall be governed by and construed under the law of the State of Texas, without regard to principles of conflict of laws. The federal and state courts located in Dallas County, Texas shall have exclusive jurisdiction and venue to adjudicate any dispute arising out of this Agreement. Each party hereto expressly consents to the personal jurisdiction and venue of such courts.

8.4. Notices. Any notice required or permitted by this Agreement will be in writing and will be sent by registered or certified mail, return receipt requested, by facsimile, or by reputable overnight courier addressed to the other party at the address shown at the beginning of this Agreement or at such other address for which such party gives notice hereunder. Such notice will be deemed to have been given when delivered or, if delivery is not accomplished by some fault of the addressee, when tendered.

8.5. Entire Agreement. This Agreement, including the exhibits attached hereto, sets forth the entire agreement and understanding of the parties relating to the subject matter hereof and merges all prior discussion between them. No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, will be effective unless set forth in writing signed by officers of both parties. If any provision of this Agreement is held to be invalid by a court of competent jurisdiction, then the remaining provisions will nevertheless remain in full force and effect.

8.6. Force Majeure. Nonperformance of either party will be excused to the extent that performance is rendered impossible by strike, fire, flood, terrorism, governmental acts or orders or restrictions, failure of suppliers, or any other reason where failure to perform is beyond the reasonable control and not caused by the negligence of the non-performing party.

8.7. Assignment and Binding Effect. Sponsor may not transfer or assign its rights or obligations under this Agreement without the prior written consent of SAGE, and any attempted assignment shall be void. SAGE may assign this Agreement in connection with a merger, acquisition or sale of all or substantially all of its assets. This Agreement will be binding upon and inure to the benefit of the parties hereto, their successors and permitted assigns.

8.8. Legal Fees. The prevailing party in any legal action shall be entitled to recover reasonable attorneys' fees and expenses in connection with such action.

8.9. Counterparts. This Agreement may be executed in two or more counterparts, each of which will be deemed an original and all of which together will constitute one instrument.