



# 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 16301 Quorum Drive, Suite 200A, Addison, Texas 75001 (“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. “Product Sponsorship” means a Sponsorship that includes Sponsor providing any product or service to be distributed or provided at the Event.
- 1.5. “SAGE Trademarks” means SAGE’s trademarks, service marks, logos and the like, as specified by SAGE.
- 1.6. “Sponsor Trademarks” means Sponsor’s trademarks, service marks, logos and the like.
- 1.7. “Sponsorship” means the sponsorship opportunity specified in this Agreement.
- 1.8. “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. Except as otherwise specified on the Sponsorship Application, all Fees shall be due and payable with the Sponsorship Application. Any payments to be invoiced by SAGE will 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. Product Sponsorships. Products provided in connection with a Product Sponsorship shall be provided at no cost to SAGE (including shipping expenses) unless otherwise agreed in writing. Unless otherwise agreed in writing by the parties, the products shall be decorated with a SAGE Trademark as specified by SAGE. In addition, Sponsor may include its company or line name, as well as its SAGE #, PPAI #, or UPIC on the product or on the packaging accompanying the product. No other markings or industry identifications may be included on or attached to the product or the packaging. Sponsor shall adhere to SAGE’s trademark usage guidelines with respect to the decoration of the product. Sponsor shall provide a paper proof of the decoration to be applied on the Product at for SAGE’s approval at least thirty (30) days prior to the Event. Products shall be shipped to the destination specified by SAGE to arrive by the specified date. Unused or extra products will not be returned to Sponsor.
- 2.5. 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.
- 2.6. 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.
- 2.7. 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 nonexclusive 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. Likewise, SAGE hereby grants to

Sponsor a non-exclusive license to use the SAGE Trademarks solely in connection with personalization of Product Sponsorships to be used at the Event.

- 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 NONINFRINGEMENT, 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.