

## S4x24 March 4 – 7, 2024 Miami South Beach Sponsor Contract

S4x24 will take place at the Loews Miami Beach on March 4 - 7, 2024. This Sponsor Contract, including the terms and conditions attached hereto (collectively the "Contract"), is made by and between Digital Bond, Inc. ("**Digital Bond**") located at Suite 130, 1580 Sawgrass Corporate Parkway, Sunrise, FL 33323 and the company identified below ("**Company**"). Upon execution of this Contract, Company agrees to pay the fees set forth below ("**Fee**") in full subject to the Terms and Conditions attached hereto and incorporated herein by reference.

Company:		
Contact:	Title:	
Address:	Address 2:	
City:	State:	
Country:	Postal Code:	
Telephone:	Mobile:	
Email:	Web Site:	
Sponsor Package Selected	Price	



## Terms & Conditions For S4x24 Sponsorship

## Digital Bond and Company agrees to the following terms and conditions:

- 1. Sponsorship Rules: Company hereby agrees to participate as a Sponsor of S4x24 (the "**Event**") pursuant to the Terms & Conditions stated herein. The Event takes place 4-7 March 2024 in Miami South Beach.
- 2. Assignment: Company shall not assign, share or sublet all or any portion of the Company's allocated Event sponsor benefits or assign or transfer any of its rights or obligations under this Contract without the prior written consent of Digital Bond, which consent may be granted or not granted in the sole discretion of Digital Bond.
- 3. Disturbance: Immediately upon request from Digital Bond, Company shall remove any exhibit or material (or element thereof) that, in Digital Bond's sole discretion, is deemed objectionable, unsafe or detracts from the Event because of noise, method of operation, or any other reason. In no event shall any Digital Bond be liable for any refund or other damages or expenses incurred by Company in connection with or arising out of any actions taken by Digital Bond pursuant to this Section 3.
- 4. Deadlines: In order to provide the sponsorship benefits and run a quality Event, Digital Bond must have firm deadlines on Company provided material. If a Company does not provide the material described below by deadline date, then Digital Bond shall not be required to provide the corresponding sponsorship benefit.

Benefit	Material	Deadline Date
Sponsor Logo (All Sponsors)	High quality gif, jpg or png with URL for click through.	1 August 2023
Monday Agenda for the s4xevents.com site and app (S4 Prime Sponsors Only)	One or more session description for the two hour session block, not to exceed three paragraphs per session.	19 January 2024
Tuesday – Thursday Agenda Slide (S4 Prime Sponsors Only)	16x9 aspect ratio PDF for each day that describes what is happening in the S4 Prime Room	19 January 2024
Outside Monitor Graphic (S4 Prime Sponsors Only)	1024px x 768px .jpg file	19 January 2024
Sponsor Break Slides (S4 Prime, Lounge, Premium Cabana)	16x9 aspect ratio PDF pages for each day of the event	19 January 2024
Standard Table and Chair Requirements (S4 Prime, Vulnerability Management Pavilion)	A list of the standard size tables and chairs needed for their sponsor area.	19 January 2024

Benefit	Material	Deadline Date
Furniture, Power, AV and Food Orders	Order forms	19 January 2024
(S4 Prime Sponsors)		
Complimentary Sponsor Attendees (As applicable to Sponsor Package)	Name, title, company, state/province, country, email address, and shirt size	4 February 2024

5. Shipments To Loews Miami Beach Hotel: The Company will not be able to use the loading dock at Loews Miami Beach Hotel. Company materials needed at Loews Miami Beach as part of a sponsor package may be hand carried in, shipped to the FedEx on site, or shipped to a Digital Bond designated address. Hand carried items may be size restricted by the Loews Miami Beach Hotel. Digital Bond shall have no responsibility or liability for items shipped to the FedEx.

Items shipped to a Digital Bond designated address must arrive between 15 Feb 2024 and 1 March 2024. Items must not be larger than 11' in any dimension (height, length or width). Items shipped to the designated address during this timeframe will be brought to the Loews Miami Beach Hotel and placed in the sponsor area by 9AM on 4 March 2024. When the event is over the items will be shipped to the Company specified address. Digital Bond shall charge a storage, delivery and return shipping charge.

- 6. Discount Code: The Company will be provided a unique discount code that will give registrants a 10% discount on the current S4x24 ticket price. This discount code shall not be displayed on sponsor websites or on sponsor social media (Twitter, Facebook, LinkedIn, etc.). It may be used in direct marketing campaigns, and it may be used by the Sponsor's employees and partners.
- 7. Insurance: Company acknowledges and understands that Digital Bond does not maintain insurance covering Company's property, and it is the sole responsibility of Company to obtain such insurance.
- 8. Competing Events/Marketing Activities and Advertising: During the period from 4-7 March 2024, Company shall not independently reserve space or otherwise sponsor or host an event, engage in marketing or promotional activities or advertise within five (5) miles of the Event without prior written consent of Digital Bond, which shall not be unreasonably withheld. This includes, but is not limited to, meeting space, a hospitality suite, seminar or any other promotional or educational activity or advertising vehicle. Company acknowledges and agrees that events that conflict with previously scheduled S4x24 activities shall be one reason that Digital Bond will withhold such consent.
- 9. Payment Terms: Company agrees to pay the Sponsor Fee for the selected Sponsor Packages. For Sponsor Packages costing \$25,000 or less, payment in full is due net 30 days after contract signature. For Sponsor Packages costing over \$25,000, 50% is due net 30 days after the contract and the remaining 50% balance is by 15 December 2023. Digital Bond reserves the right to cancel Sponsorship if any payment is more than 15 days late.
- 10. Cancellation By Company: Sponsorship to the Event cannot be cancelled by the Company. It can however be assigned as described in Section 2.
- 11. 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, strike, civil, governmental or military authority, acts of God, acts of terrorism, acts of war, epidemic, the

availability of the Loews Miami Beach Hotel, Miami Beach Botanical Gardens, or Surfcomber Hotel, or other similar causes beyond its reasonable control and without the fault or negligence of the delayed or non-performing party or its subcontractors. If Digital Bond is prevented from or otherwise chooses not to hold the Event for any reason, or should be prevented from holding the Event, Digital Bond will refund the Sponsor Fee paid by Company.

- 12. Limitation of Liability: Digital Bond shall not 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 the event. The Company shall not be liable to the Digital Bond for any damage, loss, harm or injury to Digital Bond or its property or business resulting from any reason whatsoever in connection with the event.
- 13. Indemnification: Company agrees to indemnify, defend and hold Digital Bond harmless against all claims, demands, costs, liabilities, losses or damages (including all reasonable attorneys' fees) to persons or property, arising out of, related to or caused by the gross negligence and willful misconduct of Company and/or its employees, agents or representatives. Digital Bond agrees to indemnify, defend and hold Company harmless against all claims, demands, costs, liabilities, losses or damages (including all reasonable attorneys' fees) to persons or property, arising out of, related to or caused by the gross or property, arising out of, related to or caused by the gross negligence and willful misconduct of Digital Bond and/or its employees, agents or representatives.
- 14. Governing Law. The validity, construction, and interpretation of this Agreement and the obligations of the parties hereto shall be governed by and construed in accordance with the laws of the State of Florida in the United States.
- 15. Miscellaneous: This Contract constitutes the entire understanding between the Digital Bond and the Company with respect to the subject matter hereof. Terms and conditions set forth in any purchase order or other document provided by the Company to Digital Bond that differ from, conflict with, or are not included in this Contract shall not be part of any agreement between the Digital Bond and the Company unless specifically accepted as part of this Contract by the Digital Bond in writing. No failure or delay by any party in exercising any right and remedy shall operate as a waiver thereof, and a waiver of a particular right or remedy on one occasion shall not be deemed a waiver of any other right or remedy or a waiver on any subsequent occasion.

Company	Digital Bond, Inc.
Signature	Signature
Name & Title	Dale Peterson, CEO
Date	Date