CYBERSAT

SPONSORSHIP CONTRACT

1. CONTACT INFORMATION (WILL RECEIVE ALL CORRESPONDENCE ABOUT THE SHOW)

Name_____

Title/Rank_____

Company/Organization_____

Address _____

City_____ State/Province _____ Zip/Postal Code_____

Country _____

Phone _____ Ext _____ Fax _____

Email _____

Website _____

2. SPONSORSHIP

3. PAYMENT TERMS

In consideration of company's participation as a sponsor, the participating sponsor shall pay to Access Intelligence, LLC the total sponsorship fee, which shall be payable (a) 50% due 30 days following contract signing and (b) the balance due 120 days prior to contracted event start date. All fees are deemed fully earned by Access Intelligence, LLC and nonrefundable when due unless Access Intelligence, LLC denies this application, in which case fees already paid will be refunded.

4. SPONSOR SIGNATURE

Sponsor expressly represents and warrants to Access Intelligence, LLC that it has the authority to enter into this Agreement and that the person signing this Agreement is authorized by the company to execute this Agreement and bind the company to the terms set forth herein and on the reverse side of this Agreement.

Sponsor has executed this Agreement as of:

Date: _____

Sponsor Company: _____

Print Name: _____

Signature: _____

5. ACCEPTANCE

For Access Intelligence, LLC USE ONLY:

Accepted By: _____

Date: _____

Booth #:_____

Cost: $ _____

Product Supplied By: _____

Access Intelligence, LLC reserves the right to accept or reject this Agreement in its discretion. If this Agreement is accepted, Access Intelligence, LLC will invoice the exhibitor for fees due hereunder. The sending of such invoice will constitute evidence of acceptance, so that this will become a contract binding both exhibitor and Access Intelligence, LLC.

ACCESS INTELLIGENCE, LLC EXHIBIT RULES AND REGULATIONS

1. CANCELLATION BY SPONSOR:

(a) After acceptance by Access Intelligence, LLC, Sponsor may cancel or reduce the scope of this Agreement only with the specific written consent of Access Intelligence, LLC. Any requests for cancellations or other modifications of this Agreement, including reductions in Sponsor's sponsorships, must be submitted to Access Intelligence, LLC in writing and will be granted or denied in the sole discretion of Access Intelligence, LLC.

(b) If Access Intelligence, LLC accepts any cancellation or modification of this Agreement, the Sponsor shall be subject to the following cancellation fees, which shall be deemed to be liquidated damages and not a penalty:

50% of the specified fee if the cancellation notice is received and accepted by Access Intelligence, LLC six-months prior to the event start date as noted on the contract.

100% of the specified fee if the cancellation notice is received and accepted by Access Intelligence, LLC on or after six months prior to event start date as noted on the contract.

For modifications that constitute less than a complete cancellation, the amount of liquidated damages will be determined by Access Intelligence, LLC, based on a reasonable pro-ration of the foregoing.

(c) Subsequent replacement of the sponsorship cancelled by the Sponsor does not relieve Sponsor of the obligation to pay the cancellation fee.

(d) If the cancellation fee due to Access Intelligence, LLC exceeds the amount previously paid by the Sponsor for the sponsorship, the Sponsor must pay the balance to Access Intelligence, LLC within 30 days of Access Intelligence, LLC's acceptance of the written cancellation/modification request. If the cancellation fee due to Access Intelligence, LLC is less than the amount previously paid by the Sponsor, Access Intelligence, LLC will refund the excess to the Sponsor 30 days following the event.

2. APPROVALS AND DELIVERY:

All materials and primary contact names that are supplied by the Sponsor are subject to approval by Access Intelligence, LLC. To provide for such approval, all such materials must be submitted by the Sponsor to Access Intelligence, LLC no less than 45 days prior to the first day of the event.

If Sponsor is supplying logos and other materials for Access Intelligence, LLC's production, such goods must be received by Access Intelligence, LLC or it's designated contractor at the predetermined and agreed date, which is to be no less than 30 days prior to the first day of the event programs. Delays caused by the failure of the Sponsor to provide required materials may cause the omission of the logos or the materials specified in the appropriate sponsorship.

If Sponsor is supplying the finished product, such goods must be received by Access Intelligence, LLC or its specified contractor no less than 14 days prior to the first day of the event's programs.

3. INDEMNITY:

Sponsor agrees to indemnify, defend and save harmless Access Intelligence, LLC, and its officers, employees and agents, from and against any and all liability for the content of Sponsor's advertisements and/or sponsorships purchased hereunder (including text, illustrations, representations, sketches, maps trademarks, labels or other copyrighted mater) and for the unauthorized use of any trademarks or copyrighted materials or any person's name or photograph arising from the reproduction and display of the advertisements purchased hereunder.

4. RULES AND REGULATIONS:

Sponsor agrees to abide by all rules and regulations governing the event, which are promulgated by Access Intelligence, LLC and its management. If Sponsor fails to comply with such rules, or with the terms of this Contract, Access Intelligence, LLC may, in its discretion, deny Sponsor the right to proceed with its sponsorship and require Sponsor to forfeit all fess theretofore paid under this Agreement.

5. SAMPLES:

Sponsor agrees to hold Access Intelligence, LLC harmless should the final product differ from the sample shown and Sponsor will not be entitled to any financial or other compensation.

6. CONFLICTING MEETING AND SOCIAL EVENTS:

In the interest of the entire event, Sponsor agrees not to extend invitations, call meetings, or otherwise encourage absence of Show attendees, exhibitors, or invited guests from the educational sessions or Exhibit Hall during the official hours of the sessions or the event.

7. CANCELLATION OR POSTPONEMENT OF SHOW:

In the event that any unforeseen occurrence shall force the movement of dates, location (in person or online) or render the fulfillment of this Agreement impossible or inadvisable by Access Intelligence, LLC, this Agreement shall be transferred to new date or location, amended or terminated as determined by Access Intelligence, LLC to be appropriate. Sponsor hereby waives any claim against Access Intelligence, LLC for damages or compensation in the event of such amendment or termination. As it determines to be appropriate, Access Intelligence, LLC may return a portion of the amount paid for sponsorship after deduction of any amounts necessary to cover expenses incurred in connection with the event programs. Such expenses shall include, but not be limited to, all expenses incurred by Access Intelligence, LLC as a result of contracts with third parties for services or products incidental to the event programs, including out of pocket expenses incidental to the event programs, and all overhead expenses attributable to the production of the event programs. Access Intelligence, LLC. shall not be financially liable in the event the event program is interrupted, canceled, moved, dates changed or executed in a virtual environment online.

8. SPONSOR DEFAULT:

If Sponsor is in default of any obligation to Access Intelligence, LLC (including specifically failure to pay Access Intelligence, LLC per payment terms outlined in Section 1), Access Intelligence, LLC is not obligated to fulfill terms of Sponsorship and may terminate Sponsor's right under this contract to participate in the event programs. If Access Intelligence, LLC elects to exercise such right of termination, it shall first give Sponsor written notice stating its intent to terminate and the action that Sponsor must take to avoid termination. If Sponsor fails to cure the default within 10 days of the date of notice from Access Intelligence, LLC, Sponsor shall have no further right to participate in the event programs. Access Intelligence, LLC's liability to return any amounts paid by Exhibitor under this contract will be limited as set forth in paragraph 6 above. Furthermore, Access Intelligence, LLC may retain any amount that would otherwise be returned to Exhibitor and apply such retained amount to satisfy the liability to Access Intelligence, LLC for which Exhibitor is in default.

9. MISCELLANEOUS:

(a) Waiver by either party of any term or condition or breach shall not constitute a waiver of any other term or condition or breach of this Agreement. The rights of any party shall not be deemed waived except as specifically stated in writing and signed by an authorized representative of such party. (b) If any provision of this Agreement is held invalid or unenforceable, neither the remaining provisions of this Agreement nor other applications of the provisions involved shall be affected thereby. (c) This Agreement shall be interpreted under the laws of the State of Delaware. The parties agree that any dispute arising under this Agreement will be submitted to the federal or state courts of the State of Delaware. (d) This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof and specifically supersedes all prior agreements or commitments, whether in writing or oral. No amendment or modification to this Agreement shall be valid and binding on the parties unless set forth in writing and signed by both parties.