

## Sponsorship Terms of Engagement

Thank you for your interest in sponsoring and participating in the *CS-CAN/INFO-CAN Celebration for Women in Computing* event (the “Event”). By registering to become a sponsor of the Event (“Sponsor”), Sponsor agrees to abide by these terms and conditions between Sponsor and *CS-CAN/INFO-CAN* (“Terms”). You, the individual registering on behalf of Sponsor, acknowledge and represent that you have read these Terms and have the full right and authority to agree to these Terms on behalf of Sponsor.

### 1. Registration and Sponsorship

To register to become a sponsor of the Event, Sponsor must complete the Intent to Sponsor form within the Event ecommerce environment and properly submit all the requested materials within 30 days (the “Registration”). Purchase order numbers, if Sponsor requires them, will be required at the time of the Registration. Sponsor’s Registration (and as such its sponsorship of the Event) is subject to acceptance by *CS-CAN/INFO-CAN* at its sole discretion.

Sponsor will be awarded the sponsorship as set forth in the Registration subject to these Terms, including timely payment of all applicable sponsorship amounts (the “Sponsorship”). Details of each type or level of Event sponsorship offered by *CS-CAN/INFO-CAN* are provided in the Event Prospectus (“Sponsorship Prospectus package”). *CS-CAN/INFO-CAN* will use commercially reasonable efforts to provide to Sponsor the benefits of the Sponsorship Package subject to Sponsor’s ongoing compliance with these Terms and any additional agreement between *CS-CAN/INFO-CAN* and Sponsor.

Subject to the benefits awarded to Sponsor pursuant to the Sponsorship Package, *CS-CAN/INFO-CAN* has the right to determine, in its sole discretion, the manner and means by which the Event is executed and conducted, including with respect to the selection of other sponsors and exhibitors, speakers, participants, and attendees of the Event and the various programs and panels presented during the Event.

In order for Sponsor to participate in booth selection, and to reserve hotel rooms, *CS-CAN/INFO-CAN* must receive payment in full. Upon full reconciliation of Sponsor’s account, *CS-CAN/INFO-CAN* will provide Sponsor with instructions for registrations, booth selection, and hotel reservations.

### 2. Sponsorship Payment and Payment Terms

Unless otherwise agreed upon between the parties, Sponsor will pay *CS-CAN/INFO-CAN* the full sponsorship amount as set forth in the Registration (“Sponsorship Payment”). Sponsorship payment is due within 30 days of the date of the Sponsorship Invoice. Interest accrues on late payments at the lesser of 1.5% per month, or the highest rate allowed by law, from the original payment due date, without prejudice to any other remedies available to *CS-CAN/INFO-CAN* in law or equity. Without limiting the foregoing, if the Sponsorship Payment is not received within such 30-day period, *CS-CAN/INFO-CAN* may, upon written notice to Sponsor, terminate the Sponsorship and these Terms without liability.

The Sponsorship Payment does not include:

Individual tickets to attend the Event, unless otherwise expressly stated in the Sponsorship Package;

Accommodation costs (for clarity, Sponsor is responsible for making its own travel and lodging arrangements and any other accommodations, including for all individuals attending the Event on behalf of Sponsor, as part of the Sponsorship Package or otherwise); and

Fees or payments under any orders Sponsor places with, or for services obtained by Sponsor from, any Event decorator or other third-party vendor in connection with Sponsor's exhibit or booth at, or any other aspect of its Sponsorship, of the Event.

All payments are non-refundable and will be made in Canadian Dollars.

### 3. Sponsor Conduct

Without limiting anything set forth in the Event Policies:

Sponsor may not transfer, sell, sublet, assign, or apportion any part of the Sponsorship Package or any other benefits or rights awarded to Sponsor as part of the Sponsorship;

Sponsor is solely responsible for any orders it places with any Event decorator, as applicable, or other third-party vendor in connection with Sponsor's exhibit at the Event or any other aspect of the Sponsorship;

During the Event, Sponsor may distribute, provide, or otherwise make available samples, souvenirs, publications, and any other materials to participants or other attendees of the Event only at Sponsor's booth or exhibit, if any, at the Event, unless otherwise specifically stated in the Sponsorship Package;

Sponsor's conduct in connection with the Sponsorship (including its Sponsor Materials and any of its advertising, promotional, or marketing activity or materials relating to the Event) will comply with all applicable laws, rules, and regulations and will not defame, slander, or libel any third party or violate or infringe any third-party rights;

Sponsor shall conduct and operate the Sponsorship so as not to annoy, endanger, or interfere with the rights of other exhibitors, sponsors, participants, and attendees of the Event;

Sponsor's conduct must support the mission of CS-CAN | INFO-CAN, and CS-CAN | INFO-CAN reserves the right to terminate the Sponsorship and these Terms immediately if CS-CAN | INFO-CAN reasonably determines that Sponsor has not acted in alignment with the CS-CAN | INFO-CAN mission and Sponsor fails to cure such conduct within 30 days' notice thereof from CS-CAN | INFO-CAN;

Upon notice from CS-CAN | INFO-CAN, Sponsor shall immediately cease any conduct during the Event resulting in complaints from any other exhibitor, sponsor, participant, or any attendee of the Event or which, in the sole opinion of CS-CAN | INFO-CAN, exposes such parties to annoyance or danger;

Sponsor expressly agrees not to sponsor, organize, or manage any entertainment, meetings, tours, special events, hospitality suite functions, private functions, conference, or other similar event or activity during the Event hours that CS-CAN | INFO-CAN reasonably believes may have an adverse effect on attendance at the Event unless previously approved in writing by CS-CAN | INFO-CAN;

### 4. Event Attendee Database and Resume Database

As between CS-CAN | INFO-CAN and Sponsor, any database and other records (including any resumes or other data or information therein) relating to Event sponsors, exhibitors, speakers, attendees or other

individuals participating in CS-CAN|INFO-CAN activities and services that are collected, maintained, or organized by or on behalf of CS-CAN|INFO-CAN (“CS-CAN|INFO-CAN Databases”) are the confidential information of CS-CAN|INFO-CAN, and CS-CAN|INFO-CAN hereby retains, and will retain, all right, title, and interest (including intellectual property rights) in and to the CS-CAN|INFO-CAN Databases.

Additionally, all information held in the CS-CAN|INFO-CAN Databases is subject to privacy laws and the CS-CAN|INFO-CAN Privacy Policy (<https://CS-CAN|INFO-CAN/privacy-policy/>), and Sponsor understands and acknowledges that its access to certain information may be limited accordingly without liability to CS-CAN|INFO-CAN.

If CS-CAN|INFO-CAN discloses any CS-CAN|INFO-CAN Database (including any data or information therein) to Sponsor (“Disclosed Information”), Sponsor acknowledges and agrees to the following:

Each sponsor, exhibitor, speaker, attendee, and any other individual provides their own information to CS-CAN|INFO-CAN, and CS-CAN|INFO-CAN is not responsible for any inaccuracies in Disclosed Information;

Disclosed Information from any CS-CAN|INFO-CAN Database may be used by Sponsor solely for the purpose for which it was provided and solely in accordance with all applicable laws and regulations.

Without limiting the generality of the foregoing, Disclosed Information from the CS-CAN|INFO-CAN Database holding resumes of individuals may be used by Sponsor solely to contact the applicable individuals that Sponsor is interested in interviewing for a possible job opportunity, and Sponsor may not use such Disclosed Information for marketing, promotional, or advertising purposes;

Disclosed Information may not be disclosed to any other party, including its channel partners, resellers, distributors, independent sales representatives, or independent software vendors;

Sponsor will maintain and protect the confidentiality of Disclosed Information in the same manner that it protects the confidentiality of its own proprietary and confidential information of like kind, but in no event shall Sponsor exercise less than reasonable care in protecting such Disclosed Information;

Upon termination of these Terms by CS-CAN|INFO-CAN as permitted hereunder, unless otherwise agreed to by CS-CAN|INFO-CAN in writing, Sponsor will immediately cease all use of Disclosed Information; and

Sponsor will indemnify, defend, and hold harmless CS-CAN|INFO-CAN and its directors, officers, employees, and agents from and against any and all third-party claims, losses, expenses, liabilities and damages arising out of, or relating to, any breach of this Section.

## 5. Event Materials, Marketing, and Branding

Any Sponsor content or materials (“Sponsor Materials”) that Sponsor desires to be included, as permitted by the Sponsorship, in Event branding or marketing or other materials to be presented, distributed, provided, or used by or on behalf of CS-CAN|INFO-CAN at or in connection with the Event (the “Event Materials”) must be submitted before the applicable date set forth on the Event website. Inclusion of late Sponsor Materials in Event Materials will be at CS-CAN|INFO-CAN’s sole discretion.

Sponsor hereby grants CS-CAN|INFO-CAN a non-exclusive right to use any trademark, trade name, service mark, design, name, logo, domain name, or other identifying mark (collectively, “Marks”) of

Sponsor provided to CS-CAN|INFO-CAN to provide the Sponsorship Benefits to Sponsor and in connection with any branding for the Event, and any other Event Materials (including any advertising, promotional, or marketing materials or activity relating to the Sponsorship or Event and to identify Sponsor as a sponsor on the Event website). If the Sponsorship includes the sponsorship of an Event item and the Sponsorship Package permits Sponsor to put its brand on such item, CS-CAN|INFO-CAN reserves the right to select and finalize the design of the branded Event item.

## 6. Term and Termination

These Terms will be effective as of the date of acceptance by Sponsor (including by completing the Registration). Either party may terminate these Terms and the Sponsorship immediately upon written notice to the other party if (i) the other party materially breaches these Terms and such breach: (a) is incapable of cure; or (b) being capable of cure, remains uncured 30 days after the non-breaching party provides the breaching party with written notice thereof; or (ii) the other party becomes insolvent, files for any form of bankruptcy, makes any assignment for the benefit of creditors, or ceases to conduct business. Furthermore, CS-CAN|INFO-CAN may, at any time in its discretion, terminate these Terms and the Sponsorship if CS-CAN|INFO-CAN reasonably believes that Sponsor's affiliation with the Event or CS-CAN|INFO-CAN will damage the reputation of or otherwise harm the Event or CS-CAN|INFO-CAN.

## 7. Cancellation or Change by Sponsor

Sponsorship Payment is non-refundable regardless of the reason for termination by Sponsor. If Sponsor wishes to cancel all or part of these Terms and/or the Sponsorship, Sponsor must send notice of cancellation in writing to [admin@cscan-infocan.ca](mailto:admin@cscan-infocan.ca). Sponsor will be liable for 100% of the Sponsorship Payment and is obligated to pay fees before cancellation can be accepted. There will be no credits provided on account of Sponsor's cancellation once purchase is made. Sponsorships are non-transferable. All sales are final.

Sponsor's request for change will be reviewed if the request is made within one month of the purchase date. Sponsor must send the request in writing to [admin@cscan-infocan.ca](mailto:admin@cscan-infocan.ca). Sponsor will be liable for any additional costs incurred due to any Sponsorship changes. There will be no refunds or credits if Sponsor downgrades Sponsorship Packages.

## 8. Insurance

Sponsor must have property insurance in place to insure their products and all displays from the time they leave their place of business until their return after the Event. Sponsor must obtain adequate insurance coverage, at its own expense, for any property loss or damage.

## 11. Limitation of Liability.

IN NO EVENT WILL EITHER PARTY OR ITS VENDORS, DIRECTORS, OFFICERS, EMPLOYEES, OR AGENTS ("PARTY ENTITIES") BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, RELIANCE, CONSEQUENTIAL, PUNITIVE DAMAGES, OR ANY DAMAGES FOR LOSS OF PROFITS, GOODWILL, REPUTATION, USE, DATA, OR OTHER INTANGIBLE LOSSES ARISING OUT OF OR RELATING TO THE SPONSORSHIP, THE EVENT, OR THESE TERMS, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), STATUTE OR ANY OTHER LEGAL THEORY, WHETHER OR NOT THE PARTY ENTITIES HAVE BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE; AND (2) EACH PARTY AGREES

THAT THE AGGREGATE LIABILITY OF THE OTHER PARTY ENTITIES TO IT FOR ANY AND ALL CLAIMS ARISING OUT OF OR RELATING TO THE SPONSORSHIP, THE EVENT, AND THESE TERMS (WHETHER IN CONTRACT, TORT, OR OTHERWISE) WILL NOT EXCEED THE SPONSORSHIP PAYMENT.

## 12. General Terms

EXCEPT AS EXPRESSLY SET FORTH IN THESE TERMS, CS-CAN|INFO-CAN MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE EVENT, CS-CAN|INFO-CAN'S CONDUCT OR EXECUTION THEREOF, OR ANY EVENT MATERIALS AND HEREBY DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, AND ACCURACY. Neither the Sponsorship nor any other participation in the Event by Sponsor means, implies, or suggests any endorsement of any kind by CS-CAN|INFO-CAN of Sponsor, and Sponsor will not indicate or suggest otherwise to any third party.

CS-CAN|INFO-CAN will not be liable for any delay or failure to perform any obligation under these Terms or conduct or to execute the Event where the delay or failure results from any cause beyond its reasonable control, including acts of God, epidemics, pandemics, viral outbreaks (including COVID-19), labor disputes, labor shortages, or other industrial disturbances, systemic electrical, telecommunications, or utility failures, earthquake, storms, or other elements of nature, blockages, embargoes, riots, acts or orders of government (including government-ordered shutdowns), acts of terrorism, cyber-attacks or war, or denial of any service.