



Southern Fried Agile 2015

Charlotte, NC

October 15, 2015

Welcome to Southern Fried Agile 2015

Southern Fried Agile 2015 will be the 6th annual Agile conference organized by Southern Fried Agile Inc in Charlotte, NC. This conference has historically brought Agile enthusiasts together from across the greater Charlotte area, however this year our marketing plan has us expanding into the greater southeast. In addition to increasing marketing efforts we have exposure in the Boston and Toronto area with two amazing keynotes in Dave West and Scott Ambler, respectively. Last year we registered over 500 attendees, which made SFA 2014 our largest turnout ever. SFA 2015 is expected to be even larger.

Our attendees include Technology Executives, Managers, Developers, Consultants, Product Owners, Business Analysts, Testers, UX, Academics, and others. If you sponsored SFA 2014, we sincerely appreciate all of your support and hope you will continue to support us in the future. Our goal is to allow you with an unparalleled opportunity to put your message or product on the radar of these influential individuals.

Join us at the Charlotte Convention Center and NASCAR Hall of Fame on October 15th for SFA 2015!

Exhibitor Benefits	Platinum \$4500	Gold \$3000	Silver \$2000	Bronze \$1000	Ala Carte
Exhibit Booth Space (with or without power)	Front and center	Next out from Platinum	Next out from Gold	Next out from Silver	See details below
Advertising on Conference agenda handout	Top	Middle	Sides	Footer	
Panel Discussion	x				
Logo on badge holder	x				
Logo on conference bag	x				
Complimentary Registrations	6	4	3	2	
Recognition in General Session Media Board	x	x	x	x	
Advertising in Hall of Fame Theater	x	x			
Verbal recognition during conference	x	x	x	x	
Logo Hotlink from SFA 2015 website	x	x	x	x	

A La Carte Sponsorship Opportunity

Coffee & Water Station	The sponsor can provide signs to be placed next to the coffee & water stations, which will be visible the entire conference day.	\$250
Breakfast	The sponsor can provide signs next to the breakfast table, which runs from 8:30 – 10:00am. You can provide a script for the announcements throughout the breakfast timeframe.	\$500
Lunch	The sponsor can provide signs next to the lunch table and in the lunchroom area, which runs from 12:00 – 1:00. You can provide a script for the announcements throughout the lunch timeframe.	\$1000

Southern Fried Agile Annual Conference Sponsorship Agreement

The sponsorship agreement is entered into effective as of the date set forth on the signature page hereto (the “effective Date”) by and between Southern Fried Agile, a North Carolina not-for-profit corporation (“SFA”) and the sponsor set forth on the signature page hereto (“Sponsor”). In consideration of the mutual covenants contained herein and for other good and valuable consideration, SFA and Sponsor (sometimes referred to separately as “Party” and collectively, as “Parties”), hereby agree as follows:

1. Sponsorship Basics. Sponsor agrees to provide the sponsor level of financial event activities support for the “Event” (defined below) in accordance with the following information:

PLEASE COMPLETE ALL SECTION BELOW:

EVENT: _____

SPONSOR NAME: _____

SPONSOR ADDRESS: _____

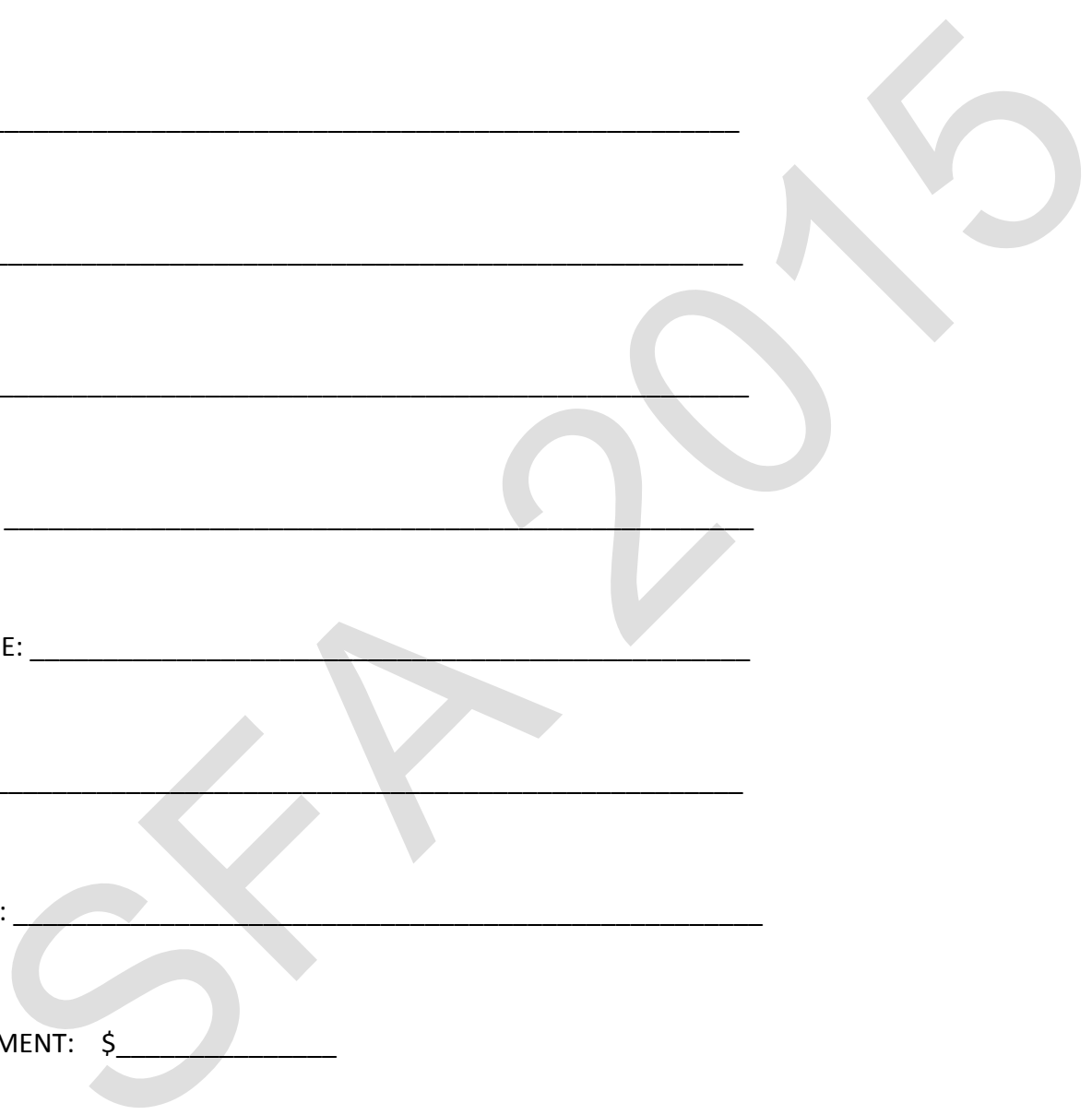
SPONSOR CONTACT: _____

CONTACT TELEPHONE: _____

CONTACT EMAIL: _____

SPONSORSHIP LEVEL: _____

FINANCIAL COMMITMENT: \$ _____



PAYMENT TERMS: One half of the Sponsor's financial commitment shall be due and payable within 30 days of the date of this Agreement and the balance thereof on or before August 15th.

CANCELLATION REQUIREMENTS: Sponsor may cancel this Agreement and receive a refund of one-half of its paid financial commitment, PROVIDED, SFA receives written notice of cancellation from Sponsor on or before August 30, 2015 (the "Cancellation Deadline"). After the Cancellation Deadline, Sponsor paid financial commitments shall be non-refundable.

2. Intellectual Property Rights. The Parties grant to one another the non-exclusive right to use each other's trade name, trademarks, and logos, if any (the "Marks") as part of press releases, marketing, advertising, and promotional materials solely in connection with the Event. All such use shall be subject to the Marks' owner's prior review and written consent. The Marks' owners reserve all rights not otherwise expressly granted herein; this limited license to use the Marks accordingly will have no effect on ownership and/or title thereto.
3. Confidentiality. Each of the Parties (the "Receiving Party") shall maintain the confidentiality of this Agreement and all confidential information of the other Party (the "Disclosing Party") and shall not release, disclose or divulge any such confidential information without the prior consent of the other Party. The Receiving Party may only use and copy such confidential information as is necessary to carry out its activities contemplated by this Agreement (but subject to the provisions thereof) and for no other purpose. The Receiving Party may disclose confidential information to its employees, personnel, subcontractors and representatives on a "need to know basis", provided that it shall first instruct such employees and personnel to maintain the confidentiality thereof. A Disclosing Party's confidential information shall not include information that: (a) is or becomes a part of the public domain through no act or omission of the Receiving Party; (b) was in the Receiving Party's lawful possession prior to the disclosure and had not been obtained by the Receiving Party either directly or indirectly from the Disclosing Party; (c) is lawfully disclosed to the Receiving Party by a third party without restriction on disclosure; (d) is independently developed by the Receiving Party; (e) or is required by applicable law to be disclosed.
4. Indemnification; Insurance; Limitation on Liability

- a. Sponsor will indemnify, defend and hold harmless SFA, its affiliates, officers, directors, agents and volunteers from and against any and all cost, expenses, lawsuits (including reasonable attorney's fees), damages, fines, penalties, or other liabilities ("Losses") which may arise from any act, error or omission of Sponsor or any of Sponsor's employees or subcontractors in connection with this Agreement and or Sponsors participation in the Event, including , without limitation, personal injury and/or property damage, infringement or violation of third party intellectual property rights.
- b. Sponsor shall provide to SFA and/or the Event venue management, if required, proof of insurance.
- c. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EACH PARTY DISCLAIMS, AND IN NO EVENT SHALL THEY BE LIABLE TO ONE ANOTHER FOR ANY SPECIAL INCIDENTAL, INDIRECT, AND CONSEQUENTIAL OR PUNITIVE DAMAGES WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, BUSINESS INTERRUPTION, OR LOSS OF DATA OR OTHER INFORMATION ARISING OUT OF THIS AGREEMENT.

5. General Provisions.

- a. Notice. Any notice, request, demand, consent, or other communication required or permitted under this Agreement shall be in writing and given by courier delivery, or sent by first class US mail, postage prepaid, or transmitted by facsimile or electronic mail to the Parties at the addresses set out on the signature page hereto and shall be deemed to have been received on the date on which it was delivered or transmitted, or on the third business day following the date of such mailing.
- b. Force Majeure. Neither Party shall be liable for any delay or failure to perform its obligations hereunder due to strikes, labor disputes, riots, storms, floods, explosions, accidents, acts of GOD, acts or orders of government, war terrorism, the failure of vendors or other sponsors to perform, media event cancellations or any other cause of causes which are beyond its reasonable control.
- c. Non-Waiver. The failure by either Party to exercise any right, power or option given hereunder, or to insist upon the strict compliance with the terms and conditions of this Agreement will not constitute a waiver of any terms or conditions of this Agreement with respect to any other or subsequent branch thereof, nor a waiver by such Party of its right at any time thereafter to require strict compliance with all of this Agreement's terms and conditions.

- d. Attorney Fees. If SFA finds it necessary to engage an attorney to enforce any of its rights under this Agreement, whether or not litigation is initiated, and Sponsor is either adjudicated to be liable to SFA hereunder or settles any dispute with SFA that involves the payment by the Sponsor, then Sponsor shall also pay SFA's reasonable attorney fees arising from such litigation and/or settlement
- e. Governing Law; Jurisdiction and Venue. This Agreement shall be governed by the laws of the State of North Carolina, as applied to agreements made, entered into and performed entirely in North Carolina by North Carolina residents and the Parties agree to submit to the jurisdiction of the North Carolina State Courts and Mecklenburg County, North Carolina for purposes of adjudicating any matter arising from this Agreement and, further agree, to accept service of process in such litigation by certified US mail.

[Signature Page to Follow]

IN WITNESS WHEREOF, the Parties have signed this Agreement by their duly authorized representatives intending to be legally bound hereunder.

Southern Fried Agile, Inc

[Sponsor]

By:	By:
Print Name: Tom Wessel	Print Name:
Title: President of Southern Fried Agile	Title:
Notice Address: 5101 Whitehall Place Raleigh, NC 27612	Notice Address:
Tel:	Tel:
Email: Tom@southernfriedagile.com	Email:
Date Signed:	Date Signed:

Please email or US mail this form to Tom Wessel using the information listed above. All checks should be mailed to Tom Wessel at the address listed above. Electronic payments are also available; please contact Tom for details and instructions. Logistical details will be provided after the executed agreement and initial payment is received.

SFEA 2015