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Verkada Event Sponsorship Terms and Conditions

These Verkada Event Sponsorship Terms & Conditions ("**Agreement**") govern your sponsorship of Verkada events. Please see Section 10 for definitions of certain capitalized terms used in this Agreement.

1. Sponsorship Program.

1.1 Sponsored Events. You may sponsor Verkada event(s) in accordance with this Agreement (each such sponsored Verkada event, a "**Sponsored Event**") by completing a Sponsorship Order Form and paying the applicable Sponsorship Fee. Verkada reserves the right to cancel Sponsor's participation in the Sponsored Event at any time, at our sole discretion. Grounds for such cancellation may include, but are not limited to: (i) failure to meet conditions listed in the Sponsorship Order Form; (ii) failure to timely complete the Sponsorship Fee; or (iii) conduct resulting in negative publicity or reputational damage to us or the Event. In the event of such cancellation, your eligibility for a refund, if any, will be subject to our sole discretion.

1.2 Sponsorship Fees. You will pay each Sponsorship Fee invoice on the earlier of (a) the due date specified in such invoice, and (b) the date of the Sponsored Event (or the first Sponsored Event if the invoice captures multiple Sponsored Events). If you do not pay the Sponsorship Fee by its due date, you may (at our sole discretion) forfeit your participation in the Sponsored Event.

1.3 Taxes. Each party will be responsible, as required under applicable law, for identifying and paying all taxes and other governmental fees and charges (and any penalties, interest, and other additions thereto) that are imposed on that party upon or with respect to the transactions and payments under the Sponsorship Order Form. All fees payable by Sponsor are exclusive of applicable taxes and duties, including, without limitation, VAT, excise taxes, sales and transaction taxes, and gross receipts taxes ("**Indirect Taxes**"). Sponsor will provide such information to Verkada as is reasonably required for Verkada to determine whether Verkada is obligated to collect Indirect Taxes from Sponsor. Verkada will not collect, and Sponsor will not pay, any Indirect Tax that Sponsor furnishes to Verkada a properly completed exemption certificate or a direct payment permit certificate for which Verkada may claim an available exemption from Indirect Tax. All payments made by Sponsor to Verkada under the Sponsorship Order Form will be made free and clear of any withholding or deduction for taxes. If any such taxes (for example, international withholding taxes) are required to be withheld on any payment, Sponsor will pay such additional amounts as are necessary so that the net amount received by Verkada is equal to the amount then due and payable under the Sponsorship Order Form.

1.4 Verkada's Obligations. In exchange for the Sponsorship Fee, Verkada will provide Sponsor with the advertising and promotional materials services in connection with the Sponsored Event.

2. Intellectual Property and Publicity.

2.1 Intellectual Property. Sponsor grants to Verkada a worldwide, royalty-free, nontransferable, and nonexclusive license to use the Logos to identify you as a sponsor of the Sponsored Event and to otherwise provide you with the benefits under the applicable Sponsored Event. If Verkada provides Verkada Event Materials to you, Verkada grants to you a worldwide, royalty-free, nontransferable, and nonexclusive license to use, reproduce, display, perform, and distribute the Verkada Event Materials provided that you: (x) do not modify the Verkada Event Materials; (y) accurately represent your limited relationship to Verkada as a sponsor of the Sponsored Event;

and (z) do not use the Verkada Event Materials or any Verkada logos, trademarks, service marks, or trade dress displayed in the Verkada Event Materials in a manner that is disparaging to Verkada or our products or services, or in a manner that suggests Verkada endorses, approves, or is otherwise affiliated with you. Except as specifically set forth in this Section 2.1, neither party will acquire any interest in the other party's trademarks, service marks, trade secrets, logos, commercial symbols, copyrights, patents, and any other intellectual property rights.

2.2 Publicity. Sponsor will not issue any press release or make any other public announcement related to the Sponsored Events without our prior written approval.

3. Term and Termination.

3.1 Term. The Sponsorship Order Form is effective as of the date the last party executes it, and, unless earlier terminated pursuant to this Agreement, will continue until all Sponsored Events identified in the Sponsorship Order Form have occurred. Any Notice of termination of the Sponsorship Order Form must include a Termination Date.

3.2 Termination.

- a. **Termination for Cause.** Either party may terminate the Sponsorship Order Form for cause if the other party is in material breach of the Sponsorship Order Form and the material breach remains uncured for a period of 30 days from receipt of Notice by the breaching party. We may terminate the Sponsorship Order Form immediately upon Notice to you in order to comply with the law or requests of governmental entities.
- b. **Termination for Convenience.** We may terminate the Sponsorship Order Form at any time for any reason by providing you with Notice. You may terminate the Sponsorship Order Form prior to a Sponsored Event for any reason by providing us with Notice.
- c. **Effect of Termination.** Upon the Sponsorship Order Form's Termination Date: you remain responsible for paying the Sponsorship Fee in the event you terminate pursuant to Section 3.2(b), you will not be entitled to a refund of the Sponsorship Fee associated with such Sponsored Event; and, (iii) Section 1.2, Section 1.4, Section 2, Section 3.2, Section 3.2(c), Section 4, Section 5, Section 6, Section 7, Section 8, and Section 9 will continue to apply in accordance with their terms.

4. Representations, Warranties, and Disclaimers.

4.1 Representations and Warranties. Each party represents and warrants to the other party that: (i) it is duly organized, validly existing, and in good standing as a corporation or other entity as represented herein under the laws and regulations of its jurisdiction of incorporation, organisation, or chartering; (ii) it has the full right, power, and authority to enter into this Agreement, to grant the rights and licenses granted hereunder, and to perform its obligations hereunder; (iii) the execution of this Agreement by its representative whose signature is set forth at the end hereof has been duly authorised by all necessary corporate action of the party; and (iv) when executed and delivered by both parties, this Agreement will constitute legal, valid, and binding obligation of such party, enforceable against such party in accordance with its terms. Each party further represents and warrants that its Marks and the other party's use thereof in accordance with this Agreement will not infringe, misappropriate, or otherwise violate any rights of any third party.

4.2 Warranty Disclaimer. TO THE MAXIMUM EXTENT PERMITTED BY LAW, VERKADA DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS OR IMPLIED, WRITTEN OR ORAL, WITH RESPECT TO ANY GOODS, SERVICES, OR BENEFITS TO BE PROVIDED UNDER ANY SPONSORSHIP ORDER FORM, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

5. Confidentiality

- a. During the Term specified on the Sponsorship Order Form and for a period of three (3) years thereafter, Verkada and Sponsor may receive or have access to Confidential Information of the other. Verkada and Sponsor agrees to keep the other's Confidential Information confidential and to use such Confidential Information solely for purposes of this Agreement.
- b. "Confidential Information" means any non-public information disclosed by one of Verkada or Sponsor to the other, whether orally, visually, or in writing, including business plans, trade secrets, customer lists, financial information, analytics, marketing strategies, and any information identified as confidential at the time of disclosure (or, if in writing, marked as confidential), as well as any information that a reasonable person would understand to be confidential under the circumstances.
- c. Exceptions. Confidential Information does not include information to the extent such information: (a) is or becomes publicly available other than through a breach of this Agreement by Verkada or Sponsor; (b) is rightfully received from a third party without an obligation of confidentiality to the disclosing party; (c) was lawfully in the receiving party's possession prior to disclosure; (d) was independently developed by the receiving party without use of or reference to the other's Confidential Information; or (e) is required to be disclosed pursuant to applicable law, court order, or governmental regulation, provided that the receiving party gives prompt notice to the other (to the extent legally permitted) so that the other may seek a protective order or other appropriate remedy.
- d. Injunctive Relief. Verkada and Sponsor acknowledge that a breach or threatened breach of this Section may cause irreparable harm for which monetary damages may be insufficient. Accordingly, each of Verkada and Sponsor will be entitled to seek injunctive relief, including temporary, preliminary, or permanent injunctive relief, in addition to any other remedies available at law or in equity.

7. Indemnification.

Except to the extent caused by our gross negligence or criminal conduct, Sponsor will indemnify, hold harmless, and defend Verkada, its affiliates, and the directors, officers, employees, and agents from and against any, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising from third party claims due to a Sponsor activation or within Sponsor-controlled spaces and concerning the following: (i) any personal injury, (ii) any breach of data protection due to data collected or used by Sponsor, (iii) violation by Sponsor of any applicable laws, (iv) infringement of any third party's intellectual property rights by Sponsor, or (v) any negligent act or omission, or willful misconduct by Sponsor or its contractors.

8. Limitations of Liability.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND EXCEPT TO THE EXTENT CAUSED BY OUR GROSS NEGLIGENCE OR CRIMINAL CONDUCT, VERKADA AND OUR AFFILIATES WILL NOT BE LIABLE TO SPONSOR UNDER ANY CAUSE OF ACTION OR THEORY OF LIABILITY, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, FOR (A) INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, OR (B) LOST PROFITS, REVENUES, CUSTOMERS, OPPORTUNITIES, OR GOODWILL. IN ANY CASE, VERKADA AND OUR AFFILIATES' AGGREGATE LIABILITY UNDER THE SPONSORSHIP ORDER FORM WILL NOT EXCEED THE AMOUNT YOU PAID US UNDER THE SPONSORSHIP ORDER FORM FOR THE SPONSORED EVENT THAT GAVE RISE TO THE CLAIM.

9. General Provisions.

- a. **Independent Contractors.** Nothing in this Agreement will in any way be construed to constitute either party as an agent, employee or representative of the other.

- b. **Entire Agreement.** This Agreement replaces any previous agreement between the Parties. Any changes to this Agreement must be agreed to in writing by both Parties. The use of any gender shall include both genders and the singular shall include the plural whenever the context requires.
- c. **Severability.** If any part of this Agreement is held in whole or in part to be invalid, void, or unenforceable, that part of this Agreement shall be null and void, but the remainder of this Agreement will remain valid and enforceable.
- d. **No Assignment.** Neither party may assign or otherwise transfer any of its rights, or delegate or otherwise transfer any of its obligations or performance under this Agreement, in each case whether voluntarily, involuntarily, by operation of law, or otherwise, without the other party's prior written consent, which consent such other party shall not unreasonably withhold or delay. No delegation or other transfer will relieve the delegating or transferring party of any of its obligations or performance under this Agreement. Any purported assignment, delegation or transfer in violation of this Section is void. This Agreement is binding upon and inures to the benefit of the parties hereto and their respective permitted successors and assigns.
- e. **No Third-Party Benefit.** This Agreement is intended to benefit only the Parties; this Agreement is for the sole benefit of the parties hereto and their respective permitted successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person any legal or equitable right, benefit, or remedy of any nature whatsoever, under or by reason of this Agreement.
- f. **Amendments; Modifications.** No amendment to or modification of this Agreement is effective unless it is in writing, identified as an amendment to this Agreement and signed by an authorised representative of each party.
- g. **Waiver.** No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.
- h. **Choice of Law.** This Agreement shall be governed and construed in accordance with the laws of California. Both parties agree to submit themselves to the exclusive jurisdiction of the state and federal courts located in California and waive any claim that any such forum is an inconvenient forum.
- i. **Waiver of Jury Trial.** Each party acknowledges and agrees that any controversy that may arise under this Agreement, including exhibits, schedules, attachments and appendices attached to this Agreement, is likely to involve complicated and difficult issues and, therefore, each such Party irrevocably and unconditionally waives any right it may have to a trial by jury in respect of any legal action arising out of or relating to this Agreement, including any exhibits, schedules, attachments or appendices attached to this Agreement, or the transactions contemplated hereby.

10. Definitions.

"Verkada," "we," "us," or "our" means Verkada Inc.

"Verkada Event Materials" means materials related to your participation in a Sponsored Event that Verkada provides to you.

"Verkada Site" means <https://vault.demo.pactsafe.io/s/50e00f86-e614-447f-8e45-3ef861a27c10/sponsor> (and any successor or related site designated by us), as may be updated from time to time.

"Logos" means the logos, trademarks, service marks, and trade dress that you provide to us.

"Materials" means materials (other than Logos) that you provide to us.

"Sponsor" and **"you"** has the meaning given to the term "Sponsor" in the Sponsorship Order Form.

"Sponsorship Fee" means the sponsorship fee under the Sponsorship Order Form.

"Sponsorship Order Form" means a written agreement executed by you and us that describes your sponsorship of the Sponsored Event(s).

"Termination Date" means the effective date of termination provided in a notice in accordance with Section 3.