



**MSPAlliance™**  
*International Association of Managed Service Providers*

## MSPAlliance MSPWorld™ Event Sponsorship Opportunities for 2009

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### **2009 MSPAlliance MSPWorld™ Events**

The MSPAlliance is again hitting the road on a worldwide Managed Services Tour in 2009! We plan to continue our mission of education and advancement of the managed services profession and we hope you will join us! In addition to this expanded event schedule the MSPAlliance will be making significant improvements to the events in the following ways:

- ✓ **More technical training sessions for the MSPs**
- ✓ **More networking/exhibit time**
- ✓ **Greater opportunity for the attendees to take part in public policy debates and discussions with the board members and participants from the vendor community**
  - Walt Disney World, Orlando – April 30<sup>th</sup> – May 1<sup>st</sup> 2009
  - Sydney – September of 2009
  - London – October of 2009
  - Las Vegas – October of 2009

### Sponsors will receive ~

- Exhibit Hall with exhibit booth
- 2 free conference passes
- 10 Discount coupons for your partners and prospects to attend for the member price
- Formal introduction during the general session

- Ability to attend all sessions
- Advertisements on our site, newsletters, conference materials and event banners
- One page inserts in the conference binder
- Registration lists

**Add a Technical Training Session for \$2,000** (includes 1 add'l conference pass)

The Technical Training Sessions will be 1 hour in length and are for the purposes of training and educating MSPs on how to use your product. This will be a technical track attended by technicians.

**Cocktail or lunch reception sponsorship, \$2,000**

- 1 free conference pass
- Formal introduction during the general session
- Ability to attend all sessions
- Discount coupons for your partners and prospects to attend for the member price
- Advertisements on conference materials and event banners
- Registration lists

## MSPAlliance MSPWorld™ Conference Application

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If you are interested in any of the following, please make your selections and fax back this entire sheet to: 1-530-891-1690. **PLEASE NOTE- Each event will be invoiced separately and due 45 days prior to each event**

### Orlando Sponsorship- April 30<sup>th</sup>- May 1<sup>st</sup> 2009

- MSPA Accredited Vendor - \$5,000
- Non Accredited Vendor- \$6,000
- Add a technical training session- \$2,000
- Add cocktail or luncheon reception sponsorship - \$2,000

### Las Vegas Sponsorship- October 2009

- MSPA Accredited Vendor - \$5,000
- Non Accredited Vendor- \$6,000
- Add a technical training session- \$2,000
- Add cocktail or luncheon reception sponsorship - \$2,000

### London Sponsorship October 2009

- MSPA Accredited Vendor - \$4,000
- Non Accredited Vendor- \$5,000
- Add cocktail or luncheon reception sponsorship - \$2,000

### Sydney Sponsorship September 2009

- MSPA Accredited Vendor - \$4,000
- Non Accredited Vendor- \$5,000
- Add cocktail or luncheon reception sponsorship - \$2,000

Company: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Postal Code: \_\_\_\_\_

Tel: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_

Signature: \_\_\_\_\_

\_\_\_\_\_/Date: \_\_\_\_\_

**Terms and Conditions**

**1. Cancellation**

(a) **By MSPAlliance.** If MSPAlliance, in its sole discretion, changes the Conference Date or the Conference Location, or cancels the Conference, MSPAlliance's sole liability to Participating Company shall be (i) to notify Participating Company as far in advance as possible of such changes or cancellation, and (ii) in the event that the Conference is canceled, [or the Participating Company cannot attend the Conference during the re-scheduled time period, to refund all deposits previously paid by Participating Company. [Participating Company shall have 5 days from receipt of notice of a changed conference date to notify MSPAlliance if it cannot participate during the rescheduled date. If Participating Company does not notify MSPAlliance that it cannot participate within the 5 days, this Agreement shall be deemed to be amended to contain the rescheduled conference date as the Conference Date].

(b) **By Participating Company.** (i) This Agreement is non-cancelable by Participating Company, even if Participating Company has not yet received the fully signed Agreement from MSPAlliance, except as such cancellation may be accepted by MSPAlliance in writing in its sole discretion. Any requests for cancellations or other modifications of this Agreement, including reductions in Participating Company's Sponsorships, must be submitted to MSPAlliance in writing and will be accepted at the sole discretion of MSPAlliance.

(ii) If MSPAlliance accepts any cancellations, they shall be subject to the following cancellation fees, which shall be deemed to be liquidated damages and not a penalty:

(x) 25% of the specified fee if the cancellation notice is received by MSPAlliance **60 days prior to the event**

(y) 50% of the specified fee if the cancellation notice is received by MSPAlliance **30 days prior to the event**

(z) 100% of the specified fee if the cancellation notice is received by MSPAlliance **15 days prior to the event**

(iii) Subsequent replacement of Sponsorships does not relieve Participating Company of the obligation to pay the cancellation fee.

(iv) If the cancellation fee due to MSPAlliance exceeds the amount previously paid by Participating Company, Participating Company must pay the balance to MSPAlliance within 30 days of sending the written cancellation notice. If the cancellation fee due to MSPAlliance is less than the amount previously paid by Participating Company, MSPAlliance will refund the excess to Participating Company.

(v) Cancellation fees may not be applied toward exhibit space at other shows, advertisements, Sponsorships or other MSPAlliance products or services.

**2. Other Event Payments.**

If Participating Company owes MSPAlliance any fees under any other agreement between Participating Company and MSPAlliance for a MSPAlliance event, MSPAlliance may apply all sums paid under this Agreement to the past due obligations until they are satisfied in full. MSPAlliance will notify Participating Company of any such application and Participating Company agrees to pay all sums due hereunder in addition to the amounts applied to past due obligations.

**3. Insurance.**

Participating Company agrees to maintain Comprehensive General Liability insurance covering Participating Company's participation in the Conference which coverage shall include personal property damage and bodily injury coverage, with limits of at least \$1,000,000 for each occurrence, and shall name MSPAlliance as an additional insured. Participating Company shall furnish MSPAlliance with evidence of such insurance prior to the Conference.

**4. Liability of Participating Company.**

Participating Company is solely responsible for its own exhibit materials and products, and for insuring its property from all loss or damage. MSPAlliance shall bear no responsibility for the safety of Participating Company, its personnel, employees, agents or representatives or their personal property. Participating Company shall not make any claim against MSPAlliance for loss, theft, damage, or destruction of property or injury, including death, to itself, its employees, agents, or representatives, unless caused by the sole negligence or willful misconduct of MSPAlliance. Participating Company agrees to indemnify, defend and save harmless MSPAlliance from any and all liability for the content of its advertisements purchased hereunder (including text, illustrations, representations, sketches, maps, trademarks, labels or other copyrighted matter), and for the unauthorized use of any trademark or copyrighted material or any person's name or photograph arising from the reproduction and display of the advertisements purchased hereunder.

**5. Limitation of Liability.**

MSPALLIANCE'S ENTIRE LIABILITY TO PARTICIPATING COMPANY ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL BE LIMITED TO THE TOTAL SPONSORSHIP FEE PAID HEREUNDER. IN NO EVENT SHALL MSPALLIANCE BE LIABLE TO PARTICIPATING COMPANY FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, RELIANCE OR INDIRECT DAMAGES ARISING OUT OF OR RELATING TO THE CONFERENCE, ITS CANCELLATION OR ANY CHANGES IN LOCATION, DATE OR OTHERWISE, WHETHER SUCH CLAIM IS BASED IN CONTRACT OR TORT, AND WHETHER OR NOT MSPALLIANCE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. MSPALLIANCE MAKES NO REPRESENTATIONS OR WARRANTIES TO THE PARTICIPATING COMPANY INCLUDING, WITHOUT LIMITATION, THE NUMBER OF PARTICIPANTS WHO WILL ATTEND THE CONFERENCE, OR WHETHER THE CONFERENCE IS AN EFFECTIVE METHOD OF MARKETING FOR PARTICIPATING COMPANY.

**6. Member Lists.**

At or prior to the Event, MSPAlliance may provide to Participating Company a list of Event participants, attendees, and/or registrants to assist Participating Company in its efforts to contact potential new customers regarding business opportunities. Notwithstanding the fact that MSPAlliance may share such a list or lists with Participating Company, nothing herein is to be construed as transferring any right, title to, or other interest in such lists, all of which are and will remain the sole, exclusive property of MSPA. Participating Company shall not copy, publish, or distribute any such lists to any other person or entity without express, written permission from MSPAlliance to do so. Participating Company agrees that it would be extremely difficult to ascertain the actual amount of damages to MSPAlliance resulting from any breach by Participating Company of this provision. Therefore, in the event Participating Company violates this provision, in addition to any other remedies available to MSPAlliance as a result of such breach or threatened breach, MSPAlliance will be entitled to an injunction, without bond, restraining the Participating Company from any continued or anticipated commission of such breach, plus attorneys' fees, costs of suit, and other appropriate relief, including damages.

**7. Miscellaneous.**

This Agreement represents a one-time-only commitment between MSPAlliance and Participating Company. This Agreement constitutes the entire agreement with respect to the subject matter hereof and may not be modified except in writing signed by both parties. This Agreement shall be governed by and constructed under the laws of the State of Connecticut, without reference to conflict of law principles. Any unresolved dispute arising under this Agreement shall be settled by binding arbitration by one arbitrator in Stamford under the Streamlined Commercial Arbitration Rules of JAMS or such other entity as the parties may agree. The prevailing party shall be entitled to recover all costs of the arbitration, including reasonable attorney's fees.

**8. No Transfer of Agreement.**

This Agreement is not transferable by Participating Company to any third party.

**9. Rules for Exhibit Space.**

Participating Company may apply to exhibit more than one product or solution. MSPAlliance will select participants based on the product's relevance to the conference content and the interests of our clients. The total number of exhibits will be limited to ensure quality exposure for all exhibitors. Space is limited and will be assigned on a first-come, first-served basis. Participating Company agrees to abide by all rules and regulations governing the Event, which are promulgated by MSPAlliance.

(a) **Exhibit Area.** MSPAlliance will provide an exhibit area and approximately 15 amps of 110v power for each product exhibit. Participating Company may hang (**Enter Details regarding signs**) signs in its exhibit area. Special arrangements may be made to accommodate large equipment. Associated costs incurred due to special set-ups are the responsibility of Participating Company. Large-screen monitors are permitted, but must fit in Participating Company's exhibit area.

Projection systems are prohibited to exhibit a product, unless the projection system is the product. Please note: If your equipment is larger than the space provided, you will need to purchase additional exhibit space. If you require technical staff to assist in set-up of your exhibit area please alert the MSPAlliance.

(b) **Subleasing.** Participating Company may not sublease all or any part of its exhibit area space, or exhibit, demonstrate, offer for sale, or advertise articles not manufactured or sold by the Participating Company, except where such articles are necessary for the proper operation of Participating Company's display, in which case the identification of the other party shall be limited to the manufacturer's normal nameplate. Participating Company may not permit non-participating company representatives to operate from the exhibit area.

(c) **Floor Plan, Revisions and Relocation.** MSPAlliance retains the exclusive right to organize and revise the exhibit hall floor plan and/or move Participating Company to another location, as MSPAlliance deems necessary.

*Application/Contract*

- (d) Receptions/Publicity. Participating Company may not host or sponsor any activity prior to, during, or after the Event, including, but not limited to, receptions, seminars, symposiums, and press receptions, whether such activities are held at the Event Site or elsewhere, unless such activity is pursuant to a sponsorship agreement with MSPAlliance.
- (e) Signage. MSPAlliance provides all applicable sponsorship signs and places them as appropriate at the Exhibit Site. Participating Company may not hang sign/banners, T-shirts, bags or any other type of giveaway advertisements from its exhibit area. The only signs that may be hung will be those covered under the Graphic Standard for each exhibit area. Participating Company violating this rule will be asked to remove non-standard signs.
- (f) Raffles and Giveaways. Participating Company may hand out 1 "giveaway" at its exhibit area, such as mouse-pads, pens or T-shirts. Bags are permitted. The giveaway item must be small and must be discreetly displayed in Participating Company' exhibit area.
- (g) Product Literature. Product literature may be distributed during the exhibit. Literature is limited to that which can be displayed professionally. Participating Company may not place flyers or brochures pertaining to its products and/or Education Session in hotel rooms or common meeting areas. Participating Company may have 8 1/2 x 11 flyers announcing the Education Session available in their exhibit area.
- (h) No Flammable Fluids. No flammable fluids or materials of any nature, including decorative materials, use of which is prohibited by national, state, or city fire regulations, may be used in the exhibit space.
- (i) Noise Level. No noisy, obstructive or objectionable work will be permitted in the exhibit area. MSPAlliance shall have the sole discretion in determining what is noisy, obstructive and objectionable.
- (j) Electrical. All electrical usage must conform to the regulations as prescribed by the Event Site. Any exception to these regulations must be approved in writing by MSPAlliance.
- (k) Staffing. Each exhibit must be staffed by a representative for the full duration of the exhibit forum. There is no charge for exhibitors to staff the exhibit area; however, only two exhibitors are permitted per exhibit area. The exhibitors will only be permitted to attend conference sessions if they have a conference registration.
- (l) Participating Company Activity. MSPAlliance reserves the right to disallow any Participating Company activity which, in MSPAlliance judgment, impairs the value of the Corporate Sponsor Showcase to MSPAlliance attendees.
- (m) Amendment and Addition to Rules. Any matter not specifically covered by the preceding rules shall be subject solely to the decision of MSPAlliance. MSPAlliance at any time amend or add rules, and all amendments and additions made shall be binding on the Participating Company.
- (n) Additional Information. Prior to the Conference you will receive a detailed package outlining any additional information regarding your participation as a Participating Company. If you have any questions prior to receipt of this package please contact MSPAlliance.
- (o) Failure to Comply. Failure to comply with MSPAlliance's regulations governing displays may result in MSPAlliance's replacement, removal, rearrangement, or redecoration of any exhibit space, at Participating Company's expense.