



Maritime Cybersecurity Summit 2022 Sponsor Application & Agreement



Maritime Cybersecurity Summit Background

The Maritime Cybersecurity Summit (the "Summit") is a unique opportunity for maritime stakeholders to meet, discuss, and share information related to the maritime community's cybersecurity risk challenges. The Summit provides a forum for private and public sector leaders to learn more about the maritime cyber threat landscape and meet with their peers, solution providers, and subject matter experts.

Unique Aspects of the Summit

- Keynotes from the Maritime Community
- Limited Sponsor opportunities to maintain an intimate atmosphere
- Engagement during catered breaks, lunches, and cocktail receptions
 - Interactive panel discussions with global experts
- Opportunity to grow strategic maritime cybersecurity partnerships

The undersigned agrees to be a Sponsor (as defined below) of the Maritime Cybersecurity Summit.

To secure a sponsorship, an applicant must (a) submit a completed and signed copy of this Application and Sponsorship Agreement (the "Agreement") and receive a fully executed returned copy, and (b) pay the Sponsorship Fees set forth below. Sponsors of the Maritime Cybersecurity Summit will be entitled to receive prominent name and logo placement on the Summit website. Sponsorship packages can be fully tailored to align with your organization's desired value proposition for this community. Package options are limited in number. Please contact info@mtsisac.org if you have any questions. Additional information can be found in Exhibit A (attached).

Sponsor Contact Information

First Name		Last Name	
Organization		Title	
Address		City	
State		Zip Code	
Phone		Email Address	
Website		LinkedIn Info	

Sponsorship Package Levels

Thought Leader	Thought Leaders share information regarding actions they are taking to tackle maritime cybersecurity challenges. They share ideas through blog posts on the Summit website (promoted through social media) and are an integral part of the
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	Summit agenda by supporting the keynotes and speakers. Threshold of \$10,000.
Collaborator	Collaborators help people connect and advance the community -- this Summit is a perfect example of those efforts! Collaborators help support the Summit agenda and ensure the maritime cybersecurity community has an opportunity to network during the evening events. Threshold of \$7,500.
Contributor	Contributors play a key role in a specific aspect of the Summit. Whether it is helping support one of the lunches, breaks, or sponsoring a track, a specific part of the Summit agenda would be missing without their support! Threshold of \$5,000.
Supporter	Summit Supporters help make sure these focused cybersecurity discussions can take place! Among the various demands placed upon maritime organizations, prioritizing cybersecurity helps to keep the maritime ecosystem safe and secure. Threshold of \$2,500.

Package Options for Each Level (if still available)

#	Amount	Category	Thought Leader	Collaborator	Contributor	Supporter
	\$ 7,500	Tailored sponsorship opportunity -- let's discuss options!	Optional			
	\$ 6,000	Post three thought leadership blogs on Summit website with social media mentions	Optional			
	\$ 5,000	Keynote sponsorship	Optional	Optional		
	\$ 5,000	Evening reception hospitality with mention	Optional	Optional		
	\$ 4,500	Lunch hospitality with mention	Optional	Optional	Optional	
	\$ 4,000	Breakfast hospitality with mention	Optional	Optional	Optional	
	\$ 3,000	Track Sponsor	Optional	Optional	Optional	
	\$ 2,000	Break hospitality with mention	Optional	Optional	Optional	Optional
	\$ 1,500	Premier 10 x 10 display booth/ area (must provide own booth)	Optional	Optional		
	\$ 500	Display table			Optional	Optional
	\$ 300	Discounted tickets	Available	Available	Available	Available

Desired Sponsorship Package Level

Sponsor Level		Amount	
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By signing below and returning this Agreement to the MTS-ISAC at info@mtsisac.org, the undersigned signatory agrees that (1) he/she has the legal authority to execute this Agreement and bind the Sponsor, and (2) the Sponsor will be bound by the attached Terms and Conditions and pay the Sponsorship Fees as described below.

Payment may be made by ACH, credit card, or check. Any cancellations up until July 1, 2022 are 50% refundable for the value of the contract. After Jul 1, 2022 the exhibitor/sponsor is 100% liable for the value of the contract.

Thank you for your support of this meaningful event for the maritime community!

Organization: _____

MTS-ISAC

Signature: _____

Signature: _____

Name: _____

Name: Scott Dickerson

Title: _____

Title: Executive Director

Date: _____

Date: _____

Terms and Conditions

This Agreement is made between the Maritime Transportation System Information Sharing and Analysis Center Institute (MTS-ISAC) and the Sponsor identified on the cover page to this Agreement ("Sponsor") and shall be effective on the date this Agreement is signed by Sponsor and countersigned by MTS-ISAC (the "Effective Date"). This Agreement sets forth the terms and conditions under which Sponsor will participate as a sponsor of the Summit (as defined below). In consideration of the mutual promises contained herein, MTS-ISAC and Sponsor agree as follows:

1. **Summit Sponsorship, Location and Date.** Sponsor agrees to participate at the 2022 Maritime Cybersecurity Summit (the "Summit"), which will be held on November 16-17, 2022 at the Brooklyn Cruise Terminal, Brooklyn, NY, USA (the "Venue). For the purposes of this Agreement, November 16, 2022 shall be the Summit start date (the "Summit Start Date"). MTS-ISAC reserves the right, in its sole discretion, to change the site, hours, or dates of the Summit. MTS-ISAC will attempt to notify Sponsor of any such changes as far in advance as possible. In connection with the Summit, MTS-ISAC agrees to provide Sponsor with the Sponsorship Opportunities that Sponsor has selected and Sponsor agrees to pay the Sponsorship fees as indicated on the Sponsor Application and Agreement.

2. **Summit Rights.** Sponsor acknowledges that (i) all profiles, speaker nominations, guest passes, gifts/giveaways, and other matters pertaining to the Summit shall be within the sole judgement, discretion and control of MTS-ISAC; (ii) Sponsor shall have no right in or to the Summit or any revenue derived by MTS-ISAC or its agents therefrom; (iii) Sponsor shall have no right in or to, and no interest in, any logo, trade name, trademark, service mark, copyright or other intellectual property relating to MTS-ISAC or arising from the Summit. All sponsorship opportunities are predicated upon MTS-ISAC's receipt of required copy, logos, signage, etc. ("Materials") on or before the deadline dates specified by MTS-ISAC. Sponsor shall not display or present any materials that are not approved by MTS-ISAC in its sole discretion may edit or reject any Materials proposed by Sponsor for presentation at any time after receipt. Sponsor will ensure that all Materials are accurate, correct and complete and do not contain any information which may cause offense to any person or which is defamatory to any person. Sponsor will ensure that the content of all Materials complies with all applicable laws. Sponsor warrants that the Materials do not infringe the intellectual property rights of any third party and that it is the owner or duly authorized licensee of the Materials. Sponsor hereby grants to MTS-ISAC a non-exclusive, royalty free license to use the Materials in connection with the Summit. While MTS-ISAC will take all reasonable care in relation to the production of material and information incorporating the Material, MTS-ISAC will not in any event be responsible to Sponsor for any omissions, misquotations or other errors which may occur. MTS-ISAC reserves the right to refuse to use any Material in relation to the Summit and may remove or delete such Material without liability to MTS-ISAC.

3. **Limitation of Liability.** Neither MTS-ISAC nor the Venue shall be held liable for any damage, injury or loss to Sponsor's properties or representatives participating in the Summit where such damage, injury or loss does not arise solely from the gross negligence or intentional misconduct of MTS-ISAC. In no event and under no legal theory shall MTS-ISAC or its suppliers be liable to Sponsor for any indirect, consequential, special, incidental, or punitive damages of any kind arising out of or related to this Agreement, to the maximum extent permitted by applicable law. In no event shall MTS-ISAC's total Liability in connection with or arising out of this Agreement exceed the sponsorship fees paid by Sponsor.

4. **Indemnification.** Sponsor agrees to indemnify and hold harmless MTS-ISAC, as well as its members, employees, agents and consultants from any and all claims, losses, damages, liabilities, judgements, or settlements, including attorney's fees, costs and other expenses in connection with the Summit that are related to (i) the Sponsor's negligent acts or omissions or (ii) a breach of this Agreement.

5. **Waiver.** Sponsor expressly (i) waives all rights, if any, to assert any claims against MTS-ISAC, the Venue and their parents, subsidiaries, affiliates, members, successors, employees, representatives and (ii) releases such parties from all liability for (a) property damage of any kind and for any reason and (b) any personal injury, including death or other loss, for any reason, provided, however, such damage or injury is not due to gross negligence or willful misconduct of MTS-ISAC, the Venue or any of

their parents, subsidiaries, affiliates, members or employees. Sponsor accepts all responsibility for any injury or public liability incurred as a direct result of or relating to the Summit, except to the extent caused by the gross negligence or willful misconduct of MTS-ISAC or the Venue.

6. **Insurance.** For the duration of the Summit, Sponsor shall maintain a Comprehensive General Liability Insurance policy with contractual liability coverage and combined single limits in the limited amount of USD \$1,000,000 per occurrence for personal injury and property damage. Such insurance shall provide coverage insuring against loss, damage or liability for injury or death to persons and loss or damage to property and shall not exclude property of the Venue. MTS-ISAC, the Venue, together with their respective owners and operators, shall be included in such policies as additional named insureds. Sponsor acknowledges that neither MTS-ISAC, the Venue nor their respective owners and operators, maintain insurance covering Sponsor's property and it is the sole responsibility of Sponsor to obtain business interruption and property damage insurance covering any losses by Sponsor. Neither MTS-ISAC nor the Venue are responsible for any lost or stolen property before, during or after the event.

7. **Independent Contractors.** The parties hereto are independent contractors. Nothing herein shall be deemed to constitute either party as the representative, agent, partner or joint venture of the other.

8. **Termination; Cancellation.** (a) MTS-ISAC reserves the right to cancel the Summit or to terminate this Agreement for any reason at any time upon written notice to Sponsor. Upon cancellation of the Summit or termination of the Agreement by MTS-ISAC, MTS-ISAC's sole liability to Sponsor, and Sponsor's exclusive remedy, shall be a refund of any Sponsorship Fees actually paid by Sponsor under this Agreement.

(b) Sponsor may cancel this Agreement at any time upon written notice to MTS-ISAC, subject to the following cancellation charges: If cancellation notice is received by MTS-ISAC in writing on or before July 1, 2022, MTS-ISAC is entitled to retain if already paid (or Sponsor is required to pay if no payment has been made) as a cancellation charge an amount equal to fifty percent (50%) of the Sponsorship Fees, and if such notice is received by MTS-ISAC after July 1, 2022, MTS-ISAC is entitled to retain (if already paid) or Sponsor is required to pay (if full payment has not been made) a cancellation charge equal to the entire Sponsorship Fee (or the balance of the Sponsorship Fees if a partial payment was already paid). Cancellations by Sponsor must be received in writing and sent to MTS-ISAC, Attn: Maritime Cybersecurity Summit, 1411 Woodland Park Rd, Bryant, AR 72022.

9. **Completed Agreement.** All completed Agreements should be sent to scott.dickerson@mtsisac.org for processing. An authorized representative of MTS-ISAC will return a countersigned copy to the Sponsor upon MTS-ISAC's acceptance of the Agreement. MTS-ISAC reserves the right, in its sole discretion, to decline to accept any Sponsor Application.

10. **Force Majeure.** Neither MTS-ISAC nor the Venue shall have liability for any failure to perform its obligation hereunder where such failure to perform was due to any riot, strike, civil disorder, act of war, act of God or any other cause of any kind whatsoever not within MTS-ISAC's reasonable control.

11. **Miscellaneous.** Sponsor shall comply with all laws and ordinances through the duration of the Summit. MTS-ISAC reserves the right to refuse any person entry to the Summit or to remove any person from the Summit at any time. By signing this Agreement, Sponsor authorizes MTS-ISAC to provide contact information, including Sponsor's address, phone number, e-mail address and contact name to any service vendor contracted to conduct work at the Summit. This Agreement constitutes the complete agreement between the parties and supersedes all prior or contemporaneous agreements or representations concerning the subject matter hereof. This Agreement shall be governed by the laws of the State of Delaware and the United States without regard to conflicts of laws and provisions thereof. Unless waived by MTS-ISAC in its sole discretion, the jurisdiction and venue for any action arising out of or relating to the subject matter of this Agreement shall be the State of Delaware and United States federal courts located in Delaware, and both parties hereby submit to the personal jurisdiction of such courts. Sponsor may not assign or transfer this Agreement. If any provisions of this Agreement is ruled invalid, such invalidity shall not affect the validity of the remaining portions of this Agreement. This Agreement can only be modified in a written document signed by MTS-ISAC and Sponsor. No failure by either party in exercising any right, power or remedy shall operate as a waiver of the same. Sections 3 through 11 hereof and any occurred rights to payments and remedies for breach of this Agreement shall survive, in accordance with their terms, the completion of the Summit or termination of this Agreement.

Exhibit A

Sponsorship Opportunities: means the benefits offered to Sponsors at each Sponsorship Package level as described and as may be updated from time to time by the MTS-ISAC.

Sponsorship Package Spend: means the value of the applicable Sponsorship Package, as may be updated from time to time. Additional Sponsorship Packages may be added at MTS-ISAC's discretion.

Payment Terms: Sponsorship Fees are due and payable thirty (30) days after Sponsorship Agreement execution, or immediately upon approval of the executed Agreement if within thirty (30) days of the Summit. MTS-ISAC will produce one (1) invoice for Sponsorship Fees in the aggregate. All Sponsorship Fees should be settled and sent in USDs (\$) and may be paid by credit card, check or wire transfer. If Sponsor transfers payment in currency other than USDs, Sponsor will be responsible for any shortage of funds received, as calculated using the spot rate on the date that funds are received in addition to any additional bank fees charged. If such payment is not received within thirty (30) days, MTS-ISAC (i) may withhold any and all sponsorship and marketing benefits, (ii) shall be relieved of its obligations under this Agreement and/or (iii) may terminate this Agreement pursuant to Section 8. If this Agreement is terminated pursuant to this paragraph, Sponsor shall not be entitled to any refunds from MTS-ISAC for any payments made under this Agreement.

Sponsor may purchase additional sponsorship benefits upon written approval by MTS-ISAC and payment thereby by Sponsor. Such purchase of additional sponsorship benefits shall be governed by the terms of this Agreement. Additional Packages may be added at MTS-ISAC's discretion. Sponsor must obtain the Venue's prior approval before selling or offering gratis food or drink during the Summit. Sponsor is responsible for payment of all taxes.

Dress Code: Attendees at the Summit shall be appropriately dressed in business casual attire during the Summit.

Summit Advertising: By participating in the Summit, your organization is allowing the organizer to use your organization's name, brand and/or logo in all Summit marketing, advertising and social media outreach in order to promote the event. It is understood your logo and company name will be listed on the event's official website and included on the official press release as well as any communications referring to the event.

Cancellation of Summit: If the Summit is cancelled in its entirety, this Agreement shall automatically terminate, and Organizer shall refund to Exhibitor per outlined in this agreement.

Sponsor Expulsion: Organizer and/or Venue hereby reserves the right to eject and remove a Sponsor without notice for violation of any of the terms of this Agreement. The Fees paid by the Sponsor shall be retained by the Organizer as liquidated damages.

Shipping: It is understood that all shipping and storage costs are the responsibility of the Sponsor. All materials of the Sponsor should be fully insured for any loss, theft or damage, before, during and after the event. It is understood that the organizer assumes no liability for any of the Sponsor's property.