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Adaptive Live 2018

Don’t miss your chance to make your mark at Adaptive Insights’ annual global user conference.

Adaptive Live 2018 brings together our community of 1,500+ customers, partners, prospective customers, and employees for four days of learning, sharing, networking, and inspiration.

Why should I become a sponsor?

**Visibility**
As a sponsor of Adaptive Live 2018, your brand will have maximum exposure to the 1500+ finance and business professionals in attendance. Don’t miss this chance to get in front of this highly-targeted and valuable audience.

**Opportunities**
- **For Sales & Implementation Partners**: Connect with new prospective customers
- **For ISVs**: Showcase your applications to Adaptive Insights resellers and customers
- **For Associations**: Build awareness and meet more prospective subscribers and members
More than **1,400** attendees came to Adaptive Live 2017.

**Audience by Industry**
- **Nonprofits, Charities, Foundations**: 10%
- **Healthcare & Social Assistance**: 9%
- **Manufacturing**: 8%
- **Education**: 7%
- **Banking, Accounting, Financial Services**: 7%
- **Pharmaceuticals, Biotech, Chemicals**: 6%
- **Retail & Wholesale**: 5%
- **Business, Professional, & Technical Services**: 5%
- **Publishing, Media, Advertising**: 4%
- **Pharmaceuticals, Biotech, Chemicals**: 6%
- **Banking, Accounting, Financial Services**: 7%
- **Education**: 7%
- **Manufacturing**: 8%
- **Nonprofits, Charities, Foundations**: 13%

**Audience by Title**
- **FP&A Director/Manager**: 21%
- **Analyst, Business, Systems**: 14%
- **Controller**: 8%
- **Other Finance**: 13%
- **Other**: 7%
- **Other Accountant**: 5%
- **VP of Finance**: 5%
- **Partner, Principal, Consultant**: 4%
- **Other**: 5%
- **CFO**: 5%
- **Accountant, Director/Manager**: 5%
- **Controller**: 8%
- **Other**: 7%

**Company Size**
- **SMB**: 51%
- **Midmarket**: 30%
- **Enterprise**: 19%

**2017 Attendee Demographics**
## Event Details

### General Information

**Adaptive Live 2018 User Conference**  
The Venetian  
Congress Center Levels 4 and 5  
Las Vegas NV  
May 22–24, 2018  
[www.adaptivelive.com](http://www.adaptivelive.com)

### Monday, May 21

<table>
<thead>
<tr>
<th>Time</th>
<th>Event</th>
</tr>
</thead>
<tbody>
<tr>
<td>8:00am–5:00pm</td>
<td>Expo Closed</td>
</tr>
</tbody>
</table>

### Tuesday, May 22

<table>
<thead>
<tr>
<th>Time</th>
<th>Event</th>
</tr>
</thead>
<tbody>
<tr>
<td>10:00am–4:00pm</td>
<td>Sponsor Load-In</td>
</tr>
</tbody>
</table>
| 5:30pm–7:30pm   | Expo Open  
OFFICIAL CONFERENCE OPENER:  
Welcome Reception – High Traffic |

### Wednesday, May 23

<table>
<thead>
<tr>
<th>Time</th>
<th>Event</th>
</tr>
</thead>
<tbody>
<tr>
<td>7:30am–5:30pm</td>
<td>Expo Open All Day – User Conference Day 1</td>
</tr>
<tr>
<td>7:30am–8:30am</td>
<td>Breakfast – High Expo Traffic</td>
</tr>
<tr>
<td>8:30am–10:15am</td>
<td>Keynote – Expo Closed</td>
</tr>
<tr>
<td>10:15am–10:45am</td>
<td>Break – High Expo Traffic</td>
</tr>
<tr>
<td>11:45am–1:00pm</td>
<td>Lunch – High Expo Traffic</td>
</tr>
<tr>
<td>3:00pm–3:15pm</td>
<td>Break – High Expo Traffic</td>
</tr>
<tr>
<td>7:00pm–10:00pm</td>
<td>Gala – Expo Closed</td>
</tr>
</tbody>
</table>

### Thursday, May 24

<table>
<thead>
<tr>
<th>Time</th>
<th>Event</th>
</tr>
</thead>
<tbody>
<tr>
<td>8:00am–3:15pm</td>
<td>Expo Open All Day – User Conference Day 2</td>
</tr>
<tr>
<td>8:00am–9:00am</td>
<td>Breakfast – High Expo Traffic</td>
</tr>
<tr>
<td>9:00am–10:45am</td>
<td>Keynote – Expo Closed</td>
</tr>
<tr>
<td>10:45am–11:15am</td>
<td>Break – High Expo Traffic</td>
</tr>
<tr>
<td>12:00pm–1:15pm</td>
<td>Lunch – High Expo Traffic</td>
</tr>
<tr>
<td>3:00pm–3:15pm</td>
<td>Break – High Expo Traffic</td>
</tr>
<tr>
<td>4:00pm–5:00pm</td>
<td>Exhibitor Tear Down</td>
</tr>
</tbody>
</table>
Venue Information

The Venetian Resort Hotel Casino
3355 Las Vegas Blvd
Las Vegas, NV 89109

Exhibitor Resource Center

The Adaptive Live Exhibitor Resource Center will be available starting in mid March. A welcome email will be sent to all sponsors with login details. The resource center lets you manage all your sponsorship deliverables in one place.

Registration

Discounted registration codes are included in our sponsorship packages. Codes will be issued once the signed sponsorship agreement has been received. Sponsors who registered for the conference prior to signing the sponsorship agreement will be refunded applicable registration. Passes are to be used for sponsor staff or employees.

Conference Hotel

Special room blocks have been secured at the Venetian, our host hotel. To receive special pricing, you must make your reservation through the registration system. Room availability is based on a first-come, first-serve basis.

Luxury Suite

$289+ per Night
Stretch out on your oversized pillow-top bed, entertain prospects in your separate living room space, and enjoy the Vegas lights from your spacious 650 SF suite.
Adaptive Live 2018 gives you unparalleled access to the conference’s attendees by placing the exhibit area in the same hall as the meals. Attendees will be passing through the exhibit area both to and from breakfast and lunch, giving you the perfect opportunity to make hundreds of new connections.

Each sponsor will receive the booth properties as listed in the prospectus and defined in the exhibitor kit, with adequate space between your booth and the next sponsor.
Platinum Sponsorship

$60,000

Package Highlights:

20’x20’ single sided turnkey booth inclusive of:

- Premier booth location
- 4 demo stations
- Graphics: Four (4) header with company name and logo
- Furniture: One (1) reception desk, two (2) stools
- Cleaning: Vacuuming daily
- Lead Retrieval: Two (2)
- Monitor: Four (4)
- Electrical: Two (2) 1000w drops
- Internet: Wireless included

(Booth designs coming soon)

Logo included in keynote sessions

10 minute Keynote Spotlight

One 45-minute Speaking Session

Two invitations to VIP event

Designated lunch table

- 2 Days of the conference

30 minute meeting with Adaptive Insights executives

Email blast: Logo/URL with 25-word description

- email blast***

Conference website and mobile app: Logo/URL with 100-word description

Digital signage

- 2 Days, non-exclusive rotating

Show guide

- One half-page ad

Official Sponsor Welcome Reception

Dedicated signage at two key locations

Co-branded signage at two key locations

Conference giveaway insert*

- One insert (multiple pages)

Conference passes**

- 4 Two-Day Passes

- 6 - $995 discounted Two-Day Conference Passes

* Collateral drop inside of tote bag, with approval.
** For use with staff. Does not include Pre-Conference Training Days.
*** With content approval.
Gold Sponsorship

$25,000

Package Highlights

10’x20’ single sided turnkey booth Inclusive of:

• Premier booth location
• 2 demo stations
• Graphics: Two (1) large header with company name and logo
• Furniture: One (1) cocktail table, two (2) stool
• Cleaning: Vacuuming daily
• Lead Retrieval: One (1)
• Monitor: Two (2)
• Electrical: Two (2) 500w drops
• Internet: Wireless included

(Booth designs coming soon)

One (1) 45-minute Speaking Session

One (1) invitation to VIP event

Designated lunch table

• One (1) day of the conference

Conference website and mobile app: Logo/URL with 75–word description

Digital signage

• 1 Day, non-exclusive (rotating)

Show guide

• One quarter-page ad

Co-sponsor

• One (1) lunch

Co-branded signage

• One (1) key location

Conference giveaway insert*

• One insert (2 pages)

Conference passes**

• 3 - Two-Day Passes
• 4 - $995 discounted Two-Day Conference Passes

* Collateral drop inside of tote bag, with approval.
** For use with staff. Does not include Pre-Conference Training Days.
*** With content approval.
Silver Sponsorship

$15,000

Package Highlights

10’x10’ single sided turnkey booth inclusive of:

- One demo station
- Graphics: One (1) header with company name and logo
- Cleaning: Vacuuming daily
- Electrical: One (1) 500w drop
- Internet: Wireless included
- Monitor (1)
(Booth designs coming soon)

One (1) 15-Minute Tips and Tricks Session

Conference website and mobile app: Logo/URL with 50-word description

Co-branded signage
Expo map
Conference giveaway insert***
One insert (1 page*)
Conference passes**

- 2- Two-Day Passes
- 2- $995 discounted Two-Day Conference Passes

*Collateral drop inside of tote bag, with approval.
**For use with staff, clients and/or prospects. Does not include Training Days.
*** With content approval.
## Sponsorship Package Comparison

<table>
<thead>
<tr>
<th>Sponsorship</th>
<th>Platinum</th>
<th>Gold</th>
<th>Silver</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Price</strong></td>
<td>$60k</td>
<td>$25k</td>
<td>$15K</td>
</tr>
<tr>
<td><strong>Availability</strong></td>
<td>1</td>
<td>4</td>
<td>12</td>
</tr>
<tr>
<td><strong>Booth Size</strong></td>
<td>20’ x 20’</td>
<td>10’ x 20’</td>
<td>10’ x 10’</td>
</tr>
<tr>
<td><strong>Speaking Opportunities</strong></td>
<td>10 Minute Keynote Spotlight</td>
<td>Logo included in Keynote</td>
<td>One 45-min session</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>One 15-min Tips and Tricks</td>
</tr>
<tr>
<td><strong>Private Event</strong></td>
<td>2 Invitations to VIP event</td>
<td>1 Invitation to VIP event</td>
<td>N/A</td>
</tr>
<tr>
<td><strong>Designated Lunch Table</strong></td>
<td>2 Days</td>
<td>1 Day</td>
<td>N/A</td>
</tr>
<tr>
<td><strong>One-On-One Meetings</strong></td>
<td>30-Min meeting with Adaptive Insights Executives</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td><strong>Email Blast</strong></td>
<td>Logo/URL with 25-word description email blast</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td><strong>Conference Website &amp; Mobile App</strong></td>
<td>Logo/URL &amp; 100-word description</td>
<td>Logo/URL &amp; 75-word description</td>
<td>Logo/URL &amp; 50-word description</td>
</tr>
<tr>
<td><strong>Digital Signage</strong></td>
<td>(2) Days, non-exclusive (rotating)</td>
<td>(1) Day, non-exclusive (rotating)</td>
<td>N/A</td>
</tr>
<tr>
<td><strong>Show Guide</strong></td>
<td>1 half-page ad</td>
<td>1 quarter-page ad</td>
<td>N/A</td>
</tr>
<tr>
<td><strong>Official Sponsor</strong></td>
<td>Welcome Reception</td>
<td>Co-Sponsor for 1 Lunch</td>
<td>N/A</td>
</tr>
<tr>
<td><strong>Dedicated Signage</strong></td>
<td>2 key locations</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td><strong>Co-Branded Signage</strong></td>
<td>2 key locations</td>
<td>1 key locations</td>
<td>Expo Map</td>
</tr>
<tr>
<td><strong>Conference Bag Insert</strong></td>
<td>One (1) insert (multi-page)</td>
<td>One (1) insert (two pages)</td>
<td>One (1) insert (one page)</td>
</tr>
<tr>
<td><strong>Conference Passes</strong></td>
<td>(4) Two-Day Conference Passes</td>
<td>(3) Two-Day Conference Passes</td>
<td>(2) Two-Day Conference Passes</td>
</tr>
<tr>
<td></td>
<td>(6) $995 Discounted Two-Day Conference Passes</td>
<td>(4) $995 Discounted Two-Day Conference Passes</td>
<td>(2) $995 Discounted Two-Day Conference Passes</td>
</tr>
</tbody>
</table>
# Additional Sponsorship Opportunities

Add on any of the below to your sponsorship package!

Each item will be sold on first come first served basis.

Adaptive Live 2018 Sponsor Add-Ons

## Wednesday Night Party

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Sponsorship Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Food Station</td>
<td>Sponsor a food station and Adaptive Live’s Party, prominent signage on and around food station identifying your company’s sponsorship.</td>
<td>$10,000.00</td>
</tr>
<tr>
<td>Cocktail Napkins</td>
<td>Sponsor our cocktail napkin, and have your company logo on all napkins distributed at our Adaptive Live Party.</td>
<td>$2,000.00</td>
</tr>
<tr>
<td>Light-Up Bracelets</td>
<td>Each attendee at the Adaptive Live Party will receive a light up bracelet at the entrance of the party with your company logo.</td>
<td>$5,000.00</td>
</tr>
<tr>
<td>Photo Booth Sponsor</td>
<td>A photo booth will be placed in a high traffic area of our Adaptive Live Party. Your company logo will be on all printed and digital photos produced.</td>
<td>$5,000.00</td>
</tr>
<tr>
<td>Specialty Cocktail</td>
<td>As part of the Adaptive Live Party each bar will have a specialty cocktail offered for attendees. As the sponsor for this option, you will have prominent signage with your company logo at all bars. Each specialty drink will have light up ice cubes placed in it.</td>
<td>$3,000.00</td>
</tr>
</tbody>
</table>

## Expo Show Floor

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Sponsorship Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Logo Cookies</td>
<td>Cookies placed at the Adaptive Live Welcome Reception with your company logo.</td>
<td>$2,000.00</td>
</tr>
<tr>
<td>Cocktail Napkins</td>
<td>Sponsor our cocktail napkin, and have your company logo on all napkins distributed at our Adaptive Live Expo.</td>
<td>$2,000.00</td>
</tr>
<tr>
<td>Margarita Bar</td>
<td>Sponsor a margarita bar at our Adaptive Live Expo. Your company logo will be placed on signage at the margarita bar.</td>
<td>$3,000.00</td>
</tr>
<tr>
<td>Expo Barista</td>
<td>Sponsor our Expo barista on our Expo floor the morning of Wednesday, May 23, 2018. Your company logo will be on signage at the barista.</td>
<td>$4,500.00</td>
</tr>
<tr>
<td>Expo Barista Wednesday</td>
<td>Sponsor our Expo barista on our Expo floor the morning of Wednesday, May 23, 2018. Your company logo will be on signage at the barista.</td>
<td>$4,500.00</td>
</tr>
<tr>
<td>Expo Barista Thursday</td>
<td>Sponsor our Expo barista on our Expo floor the morning of Thursday, May 24, 2018. Your company logo will be on signage at the barista.</td>
<td>$4,500.00</td>
</tr>
</tbody>
</table>
### Miscellaneous Sponsor Add-ons

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Sponsorship Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Conference Lanyards</td>
<td>Your company logo placed on the Adaptive Live 2018 conference lanyard given out to all attendees.</td>
<td>$5,000.00</td>
</tr>
<tr>
<td>Conference Snack Bags</td>
<td>Snack bags will be given out to all attendees upon registration. Your company logo will be placed on each snack bag.</td>
<td>$4,000.00</td>
</tr>
<tr>
<td>Water Bottle Label</td>
<td>Branded water bottles will be distributed at Adaptive Live, your company logo will be included on the label.</td>
<td>$2,500.00</td>
</tr>
<tr>
<td>Conference Pen</td>
<td>Each attendee will be given a portfolio at registration. A conference pen will be included in the portfolio, your company logo will be included on the conference pen.</td>
<td>$2,000.00</td>
</tr>
<tr>
<td>Charging Dongle</td>
<td>Each attendee will be given a portfolio at registration. A charging dongle will be included in the portfolio, your company logo will be included on the Charging dongle.</td>
<td>$2,000.00</td>
</tr>
<tr>
<td>Charging Stations</td>
<td>Charging stations will be placed in the conference areas for attendee’s convenience. Your company logo will be included on the charging stations.</td>
<td>$3,500.00</td>
</tr>
<tr>
<td>Key Card Folder</td>
<td>Each attendee will receive an Adaptive Live Branded Key Card holder at hotel check-in. Three company logos will be included on the key card holder.</td>
<td>$3,000.00</td>
</tr>
<tr>
<td>General Session Chair Drop</td>
<td>Offered to our Platinum and Gold sponsors. Thursday morning General Session we will place a chair drop of your company’s partnership with Adaptive Insights. Your company will provide the handout for distribution. All content will be approved by Adaptive Insights prior to printing.</td>
<td>$7,500.00</td>
</tr>
<tr>
<td>Wireless Sponsor</td>
<td>Prominent signage will be placed on conference levels with your company logo.</td>
<td>$10,000.00</td>
</tr>
<tr>
<td>DJ Station at Registration</td>
<td>Have your company logo placed on the DJ stand at registration.</td>
<td>$2,000.00</td>
</tr>
<tr>
<td>Headshot Booth</td>
<td>Sponsor the headshot booth with signage in the area with your company logo.</td>
<td>$3,000.00</td>
</tr>
<tr>
<td>Morning Break Wednesday</td>
<td>Signage will be placed at each break station with your company logo.</td>
<td>$5,000.00</td>
</tr>
<tr>
<td>Morning Break Thursday</td>
<td>Signage will be placed at each break station with your company logo.</td>
<td>$5,000.00</td>
</tr>
<tr>
<td>Afternoon Break Wednesday</td>
<td>Signage will be placed at each break station with your company logo.</td>
<td>$5,000.00</td>
</tr>
<tr>
<td>Afternoon Break Thursday</td>
<td>Signage will be placed at each break station with your company logo.</td>
<td>$5,000.00</td>
</tr>
<tr>
<td>Attendee Lounge</td>
<td>Attendee Lounge areas will be placed in the conference space. Your company logo will be placed on signage in this area.</td>
<td>$2,000.00</td>
</tr>
</tbody>
</table>
Sponsorship Agreement Form

To take advantage of any of the sponsorship opportunities listed above, please complete, print or scan the below and send to adaptivelive@adaptiveinsights.com (Attention Sponsor Team).

NOTE: Sponsorships are available on a first-come, first-served basis. Send in your sponsorship registration form today to lock in your top choice!

Company & Contact Information

Company Information

Name:

Company:

Mailing Address

Street:

City:

State/Province:

Postal/Zip Code:

Country:

Email:

Phone:

Fax:
Primary Contact Information

Name:

Title:

Email:

Phone:

Fax:

Mailing Address (if different than company)

Street:

City:

State:

Postal/Zip Code:

Country:
Sponsorship Levels

Please check the package you wish to sponsor.

<table>
<thead>
<tr>
<th>Sponsor Level</th>
<th>List Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Platinum Sponsorship</td>
<td>$60,000</td>
</tr>
<tr>
<td>Gold Sponsorship</td>
<td>$25,000</td>
</tr>
<tr>
<td>Silver Sponsorship</td>
<td>$15,000</td>
</tr>
<tr>
<td>Additional Marketing Opportunities</td>
<td>$</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td>$</td>
</tr>
</tbody>
</table>

Payment Details

IMPORTANT: Please obtain all necessary internal approvals from within your own organization before submitting your sponsorship agreement and payment. Adaptive Insights is unable to offer sponsorship refunds once payment has been processed.

Credit Card Information

CARD ISSUER

CARD TYPE (VISA/MASTERCARD/AMEX)

BUSINESS NAME

CARD MEMBER NAME

ADDRESS

PHONE # OF CARD MEMBER

CARD NUMBER

EXPIRATION DATE (MM/YY):

CVV# (LAST 3 OR 4 DIGITS ON BACK OF CARD)

AMOUNT

CREDIT CARD AUTHORIZATION SIGNATURE

DATE

Please email completed agreement to Sponsorship Team at adaptivelive@adaptiveinsights.com
Event Sponsorship – Terms & Conditions

These terms and conditions (this "Agreement") is made between (1) Adaptive Insights, Inc. ("Adaptive"), and (2) the company listed below ("Sponsor"). Adaptive agrees to reserve the sponsorship package, and the associated benefits listed below for Sponsor, subject to the terms in this Agreement.

**Background**

(a) Adaptive is the proprietor and organizer of the event described in the Sponsorship Prospectus attached to this Agreement (the “Event”).

(b) The parties wish to mutually promote the Event by providing high profile marketing support regarding the Event and delivering a successful, high-quality Event (or series of events), which will reflect well on both parties.

1 **Adaptive's Responsibilities**

1.1 Adaptive will supply the items and services associated with Adaptive’s responsibilities for this Event, for the respective sponsor package, as represented in the Sponsorship Prospectus.

1.2 Adaptive will promote the Event via email, web, and direct marketing. Sponsor will be mentioned, in the sponsor sections and on all such advertisements based on the sponsor package described in the Sponsorship Prospectus that Sponsor has selected.

2 **Promotion of the Event by Sponsor**

2.1 Sponsor agrees to promote the Event to its customers, partners, and prospective customers.

2.2 Sponsor agrees to put a link to the Event on its event calendar and website upon signing the Agreement.

2.3 Sponsor agrees to provide its company logos for use in promotion in the Event as described in the Sponsorship Prospectus in .EPS format (or other agreed format).

2.4 Sponsor agrees to provide a HTML file of the promotional materials required in the sponsor package described in the Sponsorship Prospectus that Sponsor has selected. Sponsor will follow all respective guidelines detailed in Sponsorship Prospectus and will provide the HTML files to Adaptive for consideration in advance of the Event for Adaptive’s use in any email promotional campaigns in support of the Event.

3 **Payment**

3.1 Sponsor agrees to pay Adaptive sponsorship fees equal to the amount stated in the Sponsorship Prospectus for the selected sponsor package.

3.2 The sponsorship fee (USD) is payable in full, within the earlier of 7 business days of signing the Agreement, or 7 days prior to the Event, whichever comes first.

3.3 Unless agreed in writing in advance, each party is responsible for its own costs incurred in participating in the Event.

4 **License**

4.1 Each party grants to the other party a non-exclusive, non-transferable, royalty-free license to use its trademarks and logos as provided above in connection with participating in the Event (and in accordance with its trademark usage guidelines that have been provided to the other party). No other rights or interests in the other party’s branding, products, or services are granted by these terms.
5 Mutual Obligations

5.1 Each party undertakes that it will comply with all applicable laws and regulations in its performance under this Agreement and it will make no false or misleading representations with respect to the other party or its products and services.

5.2 Neither party will be liable for their non-fulfilment of any part of this Agreement if it arises as a direct result of non-fulfilment by the other.

6 Confidentiality

6.1 Each party will not use the other party’s Confidential Information, except as necessary for the performance of this Agreement, and will not disclose such Confidential Information to any third party, except to those of its employees and subcontractors that need to know such Confidential Information for the performance of this Agreement, provided that each such employee and subcontractor is subject to a written agreement that includes binding use and disclosure restrictions that are at least as protective as those set forth herein. Each party will use all reasonable efforts to maintain the confidentiality of the other party’s Confidential Information in its possession or control, but in no event less than the efforts that it ordinarily uses with respect to its own confidential information of similar nature and importance.

6.2 Disclosure of Confidential Information is allowed if such disclosure is in response to a valid order of a court or other governmental body or is otherwise required to be disclosed by law; provided that, the recipient of the Confidential Information has first given written notice to the discloser of the Confidential Information so that the discloser may seek an appropriate protective order.

6.3 For the purposes of this section, “Confidential Information” means any non-public any information marked ‘confidential’ or which by nature under the circumstances of its disclosure should reasonably be considered to be confidential. Confidential Information does not include information that: (a) is or becomes publicly available through no act or omission of the other party; (b) is disclosed to a third party by the owning party without restrictions on disclosure; (c) is rightfully acquired by the recipient from a third party without any obligation of confidentiality; (d) is independently developed without knowledge or access to such Confidential Information; or (e) is previously known to the recipient without nondisclosure obligations.

7 Termination

7.1 Either party may terminate this Agreement with immediate effect if the other party commits any material breach of this Agreement and such breach (if capable of remedy) is not remedied within 15 days of written notice given to the other party.

7.2 Notwithstanding anything in this Agreement to the contrary, Adaptive may terminate this Agreement if payment has not been received 7 days prior to the Event or (subject to Section 7.4), if Adaptive cancels the Event for any reason.

7.3 Termination of this Agreement however caused shall be without prejudice to any rights or liabilities accrued as of the date of termination. Upon termination of this Agreement for any reason, Sponsor shall cease to be sponsor of the Event and Adaptive shall cease to provide the Sponsorship benefits to Sponsor. Except as provided above and to any rights or obligations accrued prior to termination, neither party shall have any further obligation to the other under this Agreement.

7.4 Sponsor will be entitled to a refund of the fees it paid for the Event, minus any non-refundable costs Adaptive has incurred in association with the Event if (i) Sponsor provides written notice of its cancellation of its participation in the Event at least 30 days prior to the Event, or (ii) Adaptive cancels the Event (except for a Force Majeure Event).
8 Liability
Neither party will be liable for any indirect or consequential losses resulting from actions taken in organizing the Event and fulfilling this Agreement. Adaptive’s maximum liability hereunder shall not exceed the amounts paid pursuant to this Agreement or five thousand dollars ($5,000), whichever is greater.

9 Force Majeure
Neither Adaptive nor Sponsor shall be liable for failure to perform their respective obligations under this Agreement as a result of acts of God, government regulations, disaster, strikes, civil orders, or other emergencies making it illegal or impossible to conduct the Event (each, a “Force Majeure Event”). In the Event of a cancellation due to a Force Majeure Event, Adaptive shall offer a credit equal to sponsorship fee minus any non-refundable costs incurred by Adaptive to Sponsor for use towards a future Event, in Sponsor’s discretion, within 24 months following the Force Majeure Event.

10 General
10.1 Neither party has the authority to legally bind the other party to any contract, proposal, or commitment or to incur any debt or create any liability on behalf of the other. Any additional Event Sponsorship privileges or services requested by Sponsor and not specifically included in this Agreement will be quoted separately. Participating in this Event does not create an agency relationship, legal partnership, or joint venture.

10.2 Adaptive retains the right to make changes to the Event program where necessary, provided that such changes do not materially change the overall focus of the Event. The rights granted herein are not assignable by Sponsor without Adaptive’s prior written approval.

10.3 This Agreement is governed by the laws of the State of California and each party agrees that any disputes will be brought solely in the Superior Court of California, San Francisco County. In the event any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement will remain in full force and effect.

10.4 This Agreement in conjunction with the Sponsorship Prospectus constitutes the entire understanding between the parties with respect to the subject matter of this Agreement. This Agreement shall supersede all prior communications or agreements between the parties, either oral or written, with respect to the subject matter herein; no other terms or conditions, including terms on proposals, quotes or invoices, shall have any effect. This Agreement is agreed to by the parties as of the date signed by Adaptive below.

Sponsorship Agreement Signatures

**Sponsor Company:** Adaptive Insights, Inc.

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BY SIGNING ABOVE, PARTIES AGREE TO BE BOUND BY THE EVENT SPONSORSHIP – TERMS & CONDITIONS (ABOVE)