



2024 KVM FORUM CONFERENCE SPONSORSHIP AGREEMENT

1. Description of Event. KVM Forum is an annual event that presents a rare opportunity for developers and users to discuss the state of Linux virtualization technology and plan for the challenges ahead. Sessions include updates on the state of the KVM virtualization stack, planning for the future, and many opportunities for attendees to collaborate.

This year's event will be held in Europe (location TBD) in the spring. Speakers must be in person and live streaming will be available.

As in previous years, KVM Forum will also include birds of a feather (BoF) sessions where people can get together and discuss strategic decisions, as well as other topics that are best solved within smaller groups.

2. Obligations of Organizer. Organizers will be responsible for all Event logistics, including the extension of invitations to attendees.

More information can be found at <https://kvm-forum.qemu.org/2024/>

3. Obligations and Requirements of Sponsor. Sponsor is responsible for payment of the Sponsorship Fee and for providing their corporate logos to Organizer for inclusion at the Conference.

Company Name:	
Contact Name:	
Contact Title:	
Phone: _____ Fax: _____	
Email:	
Address:	
City/State/ZIP:	
Alternate Contact:	
Alternate Contact Phone: _____ Alternate Email: _____	
<input type="checkbox"/> Gold (\$5,000 USD) <input type="checkbox"/> Silver (\$3,000 USD)	Karen Noel (knoel@redhat.com)

Bronze (\$1000 USD)

SPONSORSHIP LEVEL Descriptions

Description: **Gold Sponsorship**

Amount: **\$5,000**

Includes:

15 minute keynote slot (max. 2, first come first served)

10 tickets to the conference

Company logo on video recordings

Company logo on website and all signage (**largest** real estate)

Recognition in opening session

Description: **Silver Sponsorship**

Amount: **\$3,000**

Includes:

5 tickets to the conference

Company logo on video recordings

Company logo on website and all signage (**medium** real estate)

Recognition in opening session

Description: **Bronze Sponsorship**

Amount: **\$1,000**

Includes:

Company logo on website and all signage (**small** real estate)

Recognition in opening session

PAYMENT INFORMATION

Sponsor Accounting Department Contact: _____

Phone: _____

PO/Invoice number: _____

Please return a PDF copy of the PO or a listing of all PO fields with this agreement.

SIGNATURE

This Sponsorship Agreement is based upon the Terms and Conditions set forth herein and will become effective and binding upon acceptance. Sponsor agrees to pay the Sponsorship Fee. The individual signing this Sponsorship Agreement warrants that he/she has been duly authorized to execute this binding agreement by his/her signature below.

Sponsor

Signature

Printed Name

Title

Date

TERMS AND CONDITIONS

KVM Forum Program Committee and Red Hat, Inc. are the Organizers of the conference where Sponsor desires to sponsor the Conference. In consideration of the mutual promises and covenants contained in this Agreement, the parties hereby agree as follows:

1. Acceptance by Organizer. Sponsor's participation in the Event is subject to Organizer's approval. No contract is created until the Agreement is accepted by Organizer. Organizer may withdraw its acceptance at any time by refunding the Sponsorship Fee paid if Organizer, in its sole discretion, determines that Sponsor or its product is ineligible.

Sponsorship agreement has to be signed before January 31, 2024.

2. Payment Schedule and Payment. For all contracts, one-hundred percent (100%) of the Sponsorship Fee will be due and payable at the time of the invoice, no later than March 31th, 2024.

3. Cancellation Policy. Once the sponsorship letter is signed, there will not be any refunds issued.

4. Delivery of Freight. There is no exhibit space at the conference

5. Other Events and Marketing. Sponsor agrees that it may not use the Event to leverage or promote any other event in which Sponsor is a sponsor or participant, and therefore agrees that it may not, during the period from two days before until two days after the Event conduct, promote, endorse, or sponsor any functions, classes, seminars, exhibits, or similar marketing activities within fifty (50) miles of any event similar to the Event under this Agreement. During the Event, Sponsor may not promote its products or organization within five-hundred (500) yards of any Event locations, except (a) in advertising contained in periodicals or similar regularly published media, or (b) as permitted by this Agreement, or (c) as permitted by Organizer in writing.

6. Limitation of Liability and Disclaimer of Damages. Under no circumstances will Organizer, its affiliated entities and individuals, or the venue of the Event and its affiliated entities and individuals (the "**Event Providers**") be liable for any indirect, incidental, consequential, special, punitive, or exemplary damages (including but not limited to lost profits) regardless of whether such liability is based on breach of contract, tort, strict liability, breach of warranties, failure of essential purpose, or otherwise and even if Event Provider has been apprised of the possibility of such damages. In no event will Organizer's liability hereunder, or otherwise in connection with the Event, exceed the amount actually paid to it by Sponsor for the Exhibit Space.

Organizer is not liable for any errors in any listing or descriptions or for omitting Sponsor from the Event show guide or other materials. Sponsor agrees to defend, indemnify, and hold harmless the Event Providers and those lawfully in the venue from and against any claim, loss, liability, or damage suffered due to: (a) Sponsor's construction or maintenance of an unsafe Exhibit Space, (b) the negligence or misconduct of Sponsor or its agents, and/or (c) Sponsor's breach of any commitment made hereunder.

7. Severability. If any provision of this Agreement is held invalid or unenforceable for any reason but would be valid and enforceable if appropriately modified, then such provision will apply with the modification necessary to make it valid and enforceable. If such provision cannot be so modified, Organizer and Sponsor agree that such invalidity will not affect the validity of the remaining provisions of the Agreement.

8. Assignment. Sponsor may not assign this Agreement to any other party by operation of law or

otherwise, including a successor in interest, in the event of a merger or sale of assets, without the prior written consent of Organizer, in which circumstance Sponsor must guarantee performance of the assigned obligations. This Agreement is binding upon the heirs, successors, and permitted assigns of Sponsor. Organizer may assign this Agreement or its rights or responsibilities hereunder to any other party.

9. Governing Law/Consent to Jurisdiction. The validity, interpretation and enforcement of this Agreement will be governed by and construed in accordance with the laws of the United States and of the State of New York without giving effect to the conflicts of laws provisions thereof. All disputes arising out of or relating to this Agreement will be submitted to the exclusive jurisdiction of the state or federal courts of competent jurisdiction located in Raleigh, North Carolina, and each party irrevocably consents to such personal jurisdiction and waives all objections to this venue.

10. Relationship. This Agreement does not constitute and shall not be construed as constituting a partnership, or joint venture relationship between or among the parties.

11. Complete Agreement. This Agreement constitutes the entire agreement between Sponsor and Organizer concerning its subject matter, and may only be modified in writing signed by Sponsor and Organizer.

Initial: _____
Date: _____

Welcome to KVM Forum Dates TBD, 2024 Location TBD

Gold Sponsors:



Silver Sponsors:



Bronze Sponsors:

