

*Live again in NYC!*

# 69<sup>TH</sup> Annual Jesse H. Neal Awards April 21, 2023

[siia.net/neals](https://siia.net/neals)

## **The most prestigious awards in business journalism and content creation**

- Network with the media leaders and the brightest and most innovative journalists, editors, content creators, and designers in the industry
- Align your brand with “the Pulitzers of B2B journalism” and B2B journalism excellence
- Attended by C-level leaders in the business information industry and their teams
- Benefit from a full spectrum of customer exposure: from the highly anticipated nominations to engagement opportunities throughout the judging process, and concluding with the live ceremony announcing the winners

## **Every sponsor gets:**

- Acknowledgement on Jesse H. Neal Awards website, linking back to sponsor website
- Acknowledgment in online and print marketing promotions, including award email promotions
- Sponsor branding remains on the website and on all marketing materials associated with the 2023 winners until promotions for the following year commence (Fall 2024)

## LUNCH SPONSOR

**Member: \$10,000 + cost of your lanyard**

**Non-member: \$12,000 + cost of your lanyard**

- Brand visibility throughout the in-person Neals ceremony
- Sponsor supplies **branded lanyard** of your choice (subject to SIIA approval)
- Option for a senior executive to provide welcome remarks
- Additional acknowledgement from the podium
- Invitation to an editorial team member to join the invitation-only 2023 Stage 2 judging panel (deadline permitting)
- Dedicated social media post
- Executive Q&A in AMPLify e-newsletter prior to the event
- Full-page ad in program book (artwork to be provided by deadline)
- (3) tickets to the in-person Neal Awards ceremony
- Neals ceremony attendee information (opt-ins) provided after the event to include name, company, title, phone

## CELEBRATION RECEPTION SPONSOR

**Member: \$6,000 + cost of your signature cocktail/napkins**

**Non-member: \$7,000 + cost of your signature cocktail/napkins**

- Brand visibility at the post-ceremony Neals celebration reception
- Opportunity to offer a **signature cocktail** with branded cocktail napkins
- Opportunity to close the Neals ceremony from the podium, inviting guests to the reception
- Invitation to an editorial team member to join the invitation-only 2023 Stage 2 judging panel (deadline permitting)
- Dedicated social media post
- Executive Q&A in AMPLify e-newsletter prior to the event
- (2) tickets to the in-person Neal Awards ceremony

## PRE-EVENT COFFEE BAR

**Member: \$3,500 + additional refreshment costs**

**Non-member: \$4,500 + additional refreshment costs**

- Brand visibility pre-event at the Neals
- Opportunity to host a coffee bar and registration refreshments
- Dedicated signage at the registration area
- Acknowledgement from the podium
- Mention in a social media post
- (2) tickets to the in-person Neal Awards ceremony

## TROPHY SPONSOR

**Member: \$3,500**

**Non-member: \$5,000**

- Opportunity for an insert (specs to be provided) in the winner's trophy box (deadline permitting)
- Acknowledgement from the podium
- (2) tickets to the in-person Neal Awards ceremony

## RAFFLE SPONSOR

**Member: \$2,500 + cost of prize**

**Non-member: \$3,500 + cost of prize**

- Exclusive opportunity to conduct an on-site raffle at the Neal Awards ceremony
- Logo featured at the registration area of the on-site Neals event
- Opportunity to collect business cards from attendees
- Opportunity to announce the winning business card from the podium
- (2) tickets to the in-person Neal Awards ceremony

## CATEGORY SPONSOR (24)

**Member: \$2,500**

**Non-member: \$3,500**

- Align your brand with a specific category (DEI, climate change, art direction, editorial data, etc.)
- Acknowledgement from the podium during presentation of the category winners
- Invitation to a senior member of your team to join the invitation-only 2023 Stage 2 Judging panel (deadline permitting)
- Inclusion of your brand alongside the category in the printed program (Reserve your category by Feb 15 for inclusion in the program)
- (2) tickets to the in-person Neal Awards ceremony

## JUDGE SPONSOR

**Member: \$2,500 + lunch gift cards and branded gift (100+ judges)**

**Non-member: \$3,500**

- Virtual judging: Exclusive virtual lunch for Stage 1 and 2 volunteer judges— sponsor underwrites gift cards to judges (Uber Eats, Door Dash, Grub Hub, e.g.)
- Option to moderate a virtual webinar—exclusive to judges if so preferred to host as a “lunch event”— featuring previous Neals winners, e.g.
- Opportunity to provide custom gift boxes to the judges, mailed to the judges who opt-in
- Mention in social media post
- (2) tickets to the in-person Neal Awards ceremony

## ATTENDEE NOTEBOOK SPONSORSHIP

**Member: \$6,000**

**Non-member: \$7,000**

Your brand can be in the hands of every attendee during the event (and beyond). Sponsorship includes:

- Your brand on highly functional and handy notebooks for all attendees.
- Includes expense of notebook (price per piece and quantity limitations apply).
- (2) tickets to the in-person Neal Awards ceremony

## PROGRAM SPONSOR

**(to run in both the in-person event program + your choice of the July/Aug issue *Signature* magazine or an AMPLify e-newsletter ad)**

- 2-page spread ad (16" x 10") - Member: \$1,800; Non-member: \$2,000
- Full page ad (7.5" x 10") - Member: \$1,000, Non-member: \$1,150
- Half-page ad (7.5" x 4.75") -Member: \$750; Non-member: \$850

*Space reservation: 3/10/22, Materials due: 3/25/22*

**For more information or to reserve your first-choice sponsorship, contact: Weston Kalogeridis, [weston@kalomedia.com](mailto:weston@kalomedia.com) or (313) 610-8092**

# NEAL AWARDS SPONSORSHIP FORM

## AUTHORIZING REPRESENTATIVE

Organization Name \_\_\_\_\_

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

Address \_\_\_\_\_

City/State/Zip \_\_\_\_\_

Phone \_\_\_\_\_ Email \_\_\_\_\_

### LUNCH SPONSOR

### CELEBRATION RECEPTION SPONSOR

### PRE-EVENT COFFEE BAR

### TROPHY SPONSOR

### RAFFLE SPONSOR

### CATEGORY SPONSOR \_\_\_\_\_

(write in category name)

### JUDGE SPONSOR

### ATTENDEE NOTEBOOK SPONSORSHIP

### PROGRAM SPONSOR

2-page spread ad (16" x 10")

Full page ad (7.5" x 10")

Half-page ad (7.5" x 4.75")

Upon receipt of this Agreement, SIIA (parent company of AM&P Network) will issue an invoice for the total amount due. Payment can be issued to SIIA via credit card or wire transfer (ACH). Invoice net terms will be 30 days net or 7 days prior to the sponsored event, whichever is earlier.

Neither party shall be liable for failure to perform their 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 this conference.

This Agreement is governed by the laws of the District of Columbia and the United States of America. Any disputes arising out of this Agreement will be resolved in Washington, DC.

This Sponsorship Agreement sets forth the entire agreement and understanding of the parties relating to the subject matter herein and merges and supersedes all prior agreements, discussions and understandings between them. No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, shall be effective unless in writing signed by both parties.

Authorizing signature (e-signature accepted) \_\_\_\_\_

*Additional sponsorship information will be sent to you upon receipt of signed agreement.*

# JESSE H. NEALS EVENT SPONSORSHIP AGREEMENT

This Sponsorship Agreement ("**Agreement**"), dated as of \_\_\_\_\_, 2023 (the "**Effective Date**"), is by and between the Software & Information Industry Association ("**Organizer**" or "**SIIA**"), and \_\_\_\_\_. ("**Sponsor**"). SIIA is holding the 69th annual Jesse H. Neal Awards in New York, NY, on April 21, 2023. Sponsor would like to promote its brand at the event. The parties therefore agree as follows:

1. Definitions. For purposes of this Agreement, the following terms have the following meanings:

**"Confidential Information"** means information in any form or medium (whether oral, written, electronic, or other) that a party (as a Disclosing Party) considers confidential or proprietary, including trade secrets, technology, information pertaining to business operations and strategies, and information pertaining to customers, pricing, and marketing, in each case to the extent it is: (a) if disclosed in writing or other tangible form or medium, marked "confidential" or "proprietary" or (b) if disclosed orally or in other intangible form or medium, identified by the Disclosing Party or its Representative as confidential or proprietary when disclosed and summarized and marked "confidential" or "proprietary" in writing by the Disclosing Party or its Representative within ten (10) days after disclosure. With respect to each party, the terms of this Agreement are Confidential Information of the other party.

**"Event"** means Jesse H. Neal Awards

**"Event Collateral"** means products or merchandise bearing an Organizer Mark, either alone or together with a Sponsor Mark, for distribution at or in connection with the Event.

**"Event Materials"** means materials presented, distributed, or otherwise provided by Organizer or any other person or entity at or in connection with the Event.

**"Law"** means any statute, law, ordinance, regulation, rule, code, order, constitution, treaty, common law, judgment, decree, other requirement, or rule of law of any federal, state, local or foreign government, or political subdivision thereof, or any arbitrator, court, or tribunal of competent jurisdiction.

**"Mark"** means any trademark, trade name, service mark, design, logo, domain name, or other indicator of the source or origin of any product or service.

**"Person"** means an individual, corporation, partnership, joint venture, limited liability entity, governmental authority, unincorporated organization, trust, association, or other entity.

**"Representatives"** means, with respect to a party, such party's officers, employees, consultants, and legal advisors.

**"Sponsor Materials"** means the sponsor marks and any other materials presented, distributed,

or otherwise provided by Sponsor at or in connection with the Event.

**"Sponsorship Fee"** is the nonrefundable fee payable by Sponsor to Organizer under this Agreement in the amount of \$\_\_\_\_\_ USD. This sponsorship fee reflects Sponsors current SIIA / AM&P Network membership status, as noted in the space reservation order on page 1.

**"Territory"** means worldwide.

2. Sponsorship. Organizer and Sponsor have formed a sponsorship agreement with respect to the Event. Sponsor agrees that Organizer assumes no obligations under this Agreement until the Sponsorship Fee is received, and that it will be received no more than 30 calendar days from Sponsor's receipt of an invoice. The parties agree that an invoice sent to the email address of Sponsor's signatory is presumed delivered.
3. Sponsorship Benefits. In consideration of Sponsor's payment of the Sponsorship Fee and other good and valuable consideration, Organizer will provide Sponsor with the Sponsorship Benefits set forth in Appendix A.
4. Sponsorship Fee and other Sponsor Obligations. In consideration of and subject to Organizer's provision of the Sponsorship Benefits and other undertakings hereunder, Sponsor will: pay Organizer the Sponsorship Fee. The parties will, on a timely basis, perform the other obligations as may be set forth in Appendix A.
5. License Grants.
  - a) Sponsor hereby grants Organizer, and Organizer hereby accepts, a non-exclusive, non-transferable, non-sublicensable right and license to use the Sponsor Marks in the Territory solely as necessary to provide the Sponsorship Benefits during the Term.
  - b) Organizer hereby grants Sponsor, and Sponsor hereby accepts, a non-exclusive, non-transferable, non-sublicensable right and license to use the Organizer Marks in the Territory during the Term: (i) in its advertising, marketing, and promotional materials in all formats and media, including on its website, mobile apps, and social marketing pages on third-party websites and mobile apps, to identify and promote its association with and its status as a sponsor of the Event; and (ii) on Event Collateral that Sponsor is obligated or otherwise permitted to create and distribute at or in connection with the Event. This license does not extend to Sponsor's use of Organizer's marks, including, SIIA, AMP Network, or any confusing use thereof, at any event Sponsor may hold during the Event that is directed at the Event's attendees, unless such use is expressly approved in advance by Organizer in writing.
  - c) Each party will use the other party's Marks solely in accordance with the other party's trademark usage guidelines and quality control standards as the same may be updated

from time to time. If either party is notified in writing by the other party that any use does not so comply, such party will immediately remedy the use to the satisfaction of the other party or terminate such use. Neither party will use, register, or attempt to register in any jurisdiction any Mark that is confusingly similar to or incorporates any of the other party's Marks. All uses of a party's Marks, and all goodwill associated therewith, will inure solely to the benefit of such party, and each party will retain all right, title, and interest in and to its Marks.

6. Event Obligations. Organizer will, at its sole cost and expense:
  - a) create, program, advertise, market, promote, produce, and manage the Event as described in Appendix A;
  - b) notify Sponsor promptly in writing of any planned or anticipated material changes to the Event;
  - c) on a timely basis secure, and throughout the Event fully comply with, all licenses, permits, and approvals required by applicable Law in connection with the Event; and
7. Term. The term of this Agreement commences as of the Effective Date and, unless terminated earlier pursuant to any express provisions of the Agreement, will continue in effect until ten (10) days after completion of the Event (the "**Term**").
8. Termination.
  - a) Either party may terminate this Agreement, immediately upon written notice to the other party if: (i) the other party materially breaches this Agreement, and such breach: (A) is incapable of cure; or (B) being capable of cure, remains uncured ten (10) days after the non-breaching party provides the breaching party with written notice thereof; or (ii) the other party: (A) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due; (B) files or has filed against it a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law; (C) makes or seeks to make a general assignment for the benefit of its creditors; or (D) applies for or has appointed a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.
  - b) On expiration or earlier termination of this Agreement: (i) all licenses granted hereunder will also terminate and each party will immediately cease using the other party's Marks; (ii) the parties will be relieved of their respective further obligations under Section

Sponsor Initials: \_\_\_\_\_

3 and Section 4. Nothing in the foregoing prevents the parties from using each others' marks to demonstrate their past affiliation with the Event.

- c) The provisions set forth in the following Sections, and any other right or obligation of the parties in this Agreement that, by its nature, should survive termination or expiration of this Agreement, will survive any expiration or termination of this Agreement: Section 9, this Section 8 (c), Section 9, Section 10, Section 11, and Section 13.

#### 9. Representations and Warranties.

- a) 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, organization, 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 authorized by all necessary corporate action of the party; and (iv) when executed and delivered by both parties, this Agreement will constitute the legal, valid, and binding obligation of such party, enforceable against such party in accordance with its terms.
- b) Organizer further represents and warrants that the Organizer Marks and Sponsor's use thereof in strict accordance with this Agreement will not infringe, misappropriate, or otherwise violate any rights of any third party.
- c) Sponsor further represents and warrants that the Sponsor Marks and Organizer's use thereof without alteration and otherwise strictly in accordance with this Agreement will not infringe, misappropriate, or otherwise violate any rights of any third party.

#### 10. Indemnification.

- a) Organizer will indemnify, defend, and hold harmless Sponsor and its officers, directors, employees, agents, successors, and assigns (each, a "**Sponsor Indemnitee**") from and against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees, the cost of enforcing any right to indemnification hereunder, and the cost of pursuing any insurance providers (collectively, "**Losses**"), resulting from any claim, suit, action, or proceeding (each, an "**Action**") arising out of or related to: (i) the Event, including Organizer's advertising, marketing, or promotion of the Event, the Organizer Marks and Event Materials; (ii) any use, presentation, display, or distribution of Sponsor Materials in a manner not expressly permitted by this Agreement; or (iii) Organizer's breach of any

representation, warranty, covenant, or obligation of Organizer under this Agreement.

- b) Sponsor will indemnify, defend, and hold harmless Organizer and Organizer's affiliates, and each of their respective officers, directors, employees, agents, successors, and assigns (each, an "**Organizer Indemnitee**") from and against all any and all Losses resulting from any Action arising out of or related to: (i) the Sponsor Materials, solely as used, presented, displayed, and distributed without alteration and otherwise in strict compliance with this Agreement or (ii) Sponsor's breach of any representation, warranty, covenant, or obligation of Sponsor under this Agreement.

#### 11. Confidentiality.

- a) In connection with this Agreement, each party (for purposes of this Section 11, the "**Disclosing Party**") may disclose or make available Confidential Information to the other party (for purposes of this Section 11, the "**Receiving Party**"). As a condition to being provided with any disclosure of or access to the Disclosing Party's Confidential Information, the Receiving Party will: (i) not access or use the Disclosing Party's Confidential Information other than as necessary to exercise its rights or perform its obligations under this Agreement; (ii) not use the Disclosing Party's Confidential Information, directly or indirectly, in any manner to the detriment of the Disclosing Party or to obtain any competitive benefit with respect to the Disclosing Party; (iii) not disclose or permit access to Confidential Information other than to its Representatives who: (A) need to know such Confidential Information for purposes of the Receiving Party's exercise of its rights or performance of its obligations under and in accordance with this Agreement; (B) have been informed of the confidential nature of the Confidential Information and the Receiving Party's obligations under this Section 11; and (C) are bound by confidentiality and restricted use obligations at least as protective of the Confidential Information as the terms set forth in this Section 11; and (iv) safeguard the Confidential Information from unauthorized use, access, or disclosure using at least the degree of care it uses to protect its similarly sensitive information and in no event less than a reasonable degree of care. The Disclosing Party is responsible for ensuring its Representatives' compliance with, and will be liable for any breach by its Representatives of, this Section 11.
- b) Confidential Information does not include information that: (i) was already known to the Receiving Party without restriction on use or disclosure prior to its receipt of or access to such information in connection with this Agreement; (ii) was or becomes generally known by the public other than by breach of this Agreement by, or other wrongful act of, the Receiving Party or any of its Representatives; (iii) was or is received by the Receiving

Party from a third party who was not or is not, at the time of such receipt, under any obligation to the Disclosing Party or any other Person to maintain the confidentiality of such information; or (iv) was or is independently developed by the Receiving Party without reference to or use of any of the Disclosing Party's Confidential Information.

#### 12. Force Majeure; COVID.

- a) Neither party will be liable or responsible to the other party, or be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by any: (i) acts of God; (ii) flood, fire, or explosion; (iii) war, terrorism, invasion, riot, or other civil unrest; (iv) embargoes or blockades in effect on or after the date of this Agreement; (v) national or regional emergency; (vi) strikes, labor stoppages or slowdowns, or other industrial disturbances; (vii) passage of law or governmental order, rule, regulation, or direction, or any action taken by a governmental or public authority, including but not limited to imposing an embargo, export or import restriction, quota, or other restriction or prohibition; or (viii) national or regional shortage of adequate power, telecommunications, or transportation facilities (each of the foregoing, a "**Force Majeure**"), in each case, provided that (A) such event is outside the reasonable control of the affected party; (B) the affected party provides prompt notice to the other party, stating the period of time the occurrence is expected to continue; and (C) the affected party uses diligent efforts to end the failure or delay and minimize the effects of such Force Majeure.
- b) The parties acknowledge and agree that as of the Effective Date there is a global pandemic taking place involving COVID-19, as announced by the World Health Organization in March 2020. The parties acknowledge that there is no reliable information or data available to provide any reasonable expectation as to when the COVID-19 pandemic will likely subside in and around the location of the Event, the home countries of the parties, and the home countries of the Event attendees, or whether and to what extent the pandemic will interfere with the Event. The parties agree to the following additional terms related solely to COVID-19:
- i. If there are pandemic-related U.S. or other government (local or national) imposed restrictions or recommendations applicable to attendees of the Event, such as those that might apply to the venue at which the Event will be held within the 60 days prior to the Event dates, or if there are recommendations or travel advisories issued by the U.S. Centers for Disease Control and Prevention or similar foreign government entities advising against non-essential travel to the Event

Sponsor Initials: \_\_\_\_\_

location, Organizer may, in its sole discretion, cancel or postpone the Event. If the Event is postponed, the Sponsorship Fee shall entitle Sponsor to a sponsorship of similar value when the Event is rescheduled. Alternatively, Sponsor may choose to receive a credit in the amount of the Sponsorship Fee to apply to any in-person, virtual or hybrid event organized by SIIA occurring in the subsequent two (2) years following the date Sponsor is notified by SIIA of such postponement or cancellation.

- ii. Regardless when the Event is cancelled due to a valid Impossibility / force majeure occurrence or due to pandemics or epidemics concerns, as outlined by the World Health Organization, Organizer agrees to negotiate promptly and in good faith with the Sponsor in an effort to find other events.

13. General. Upon a party's reasonable request, the other party will, at such other party's sole cost and expense, execute and deliver all such documents and instruments, and take all such further actions, necessary to give full effect to this Agreement. The relationship between the parties is that of independent contractors. Nothing contained in this Agreement will be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the parties, and neither party will have authority to contract for or bind the other party in any manner whatsoever.

14. Data rights. Provided that Sponsor executes the applicable Standard Contractual Clauses required by EU Law, if applicable, Organizer may supply sponsor with registrant information for the Event for those registrants that have consented to having their information shared. Contingent on the execution of such clauses or if the parties determine that EU law does not require their execution, Sponsor shall have a limited right to use such information for its own internal marketing purposes, but shall not have the right to transfer such registrant information to any third party except as may be allowed by the terms of the applicable Standard Contractual Clauses.

15. Use of Marks. Neither party will issue or release any announcement, statement, press release, or other publicity or marketing materials relating to this Agreement or use the other party's Marks except as expressly permitted under this Agreement or with the prior written consent of the other party, which will not be unreasonably withheld or delayed.

16. Notice. All notices, requests, consents, claims, demands, waivers, and other communications hereunder must be emailed to the email address set forth in the signature block of this Agreement. Such notices will be deemed effectively given when sent if sent during the addressee's normal business hours, and on the next business day, if sent after the addressee's normal business hours.

17. Entire Agreement. This Agreement constitutes the entire agreement of the parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter.

18. Nondelegation. 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 will not unreasonably withhold or delay, provided, however, that Sponsor may assign or otherwise transfer all or any of its rights, and delegate or otherwise transfer all or any of its obligations or performance, under this Agreement without Organizer's consent to the successor to all or substantially all of its business to which this Agreement relates. 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 paragraph is void.

19. Binding on Successors; Third Party Beneficiaries Disclaimed. This Agreement is binding upon and inures to the benefit of the parties hereto and their respective permitted successors and assigns. Except as may be expressly required by the General Data Protection Regulation, 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 will confer upon any other Person any legal or equitable right, benefit, or remedy of any nature whatsoever, under or by reason of this Agreement.

20. Amendment and Waiver. No amendment to or modification of this Agreement is effective unless it is in writing and signed by each party. No waiver by any party of any of the provisions hereof will 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 will operate or be construed as a waiver thereof; nor will 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.

21. Illegality. If any provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the parties hereto will negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

22. Governing Law. This Agreement is governed by and construed in accordance with the internal laws of the State of District of Columbia without giving effect to any choice or conflict of law provision or rule that would require or permit the application of the laws of any jurisdiction other than those of the District of Columbia. Any legal suit, action, or proceeding arising out of or related to this Agreement or the licenses granted hereunder will be instituted exclusively in the federal courts of the United States or the courts of the District of Columbia and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.

23. Jury Trial Waived. Each 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 or the transactions contemplated hereby. If any action, suit, or other legal or administrative proceeding is instituted or commenced by either party hereto against the other party arising out of or related to this Agreement, the prevailing party will be entitled to recover its reasonable attorneys' fees and court costs from the non-prevailing party. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement.

*Signature Page to Follow*

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

**SIIA**

By  
Name: Carl Walker  
Title: CFO  
Email: cwalker@siia.net

**Sponsor**

By \_\_\_\_\_

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

Title: \_\_\_\_\_

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

Date signed: \_\_\_\_\_