

PROSPECTUS

*trajectory*Xyzt

September 19-20, 2018

The Barker Hangar, Santa Monica, CA

trajectoryXyzt.com



*trajectory*Xyzt

trajectoryXyzt is a two-day, multifaceted experience that brings energized, expert thinkers together with the companies and initiatives moving the geospatial intelligence community forward.

trajectoryXyzt is the nexus of remote sensing from phones to drones to space, geospatial and location information of all types, data analytics, and data visualization. This convergence is powering everything from autonomous vehicles, location marketing, crop projections, natural resource monitoring, weather forecasting, insurance verification, traffic monitoring, and more ...

This summit will challenge, support, explore, and expand the presence of "GEOINT" in contemporary society.

***trajectoryXyzt* participants will:**

Learn from the best and brightest industry leaders and thought leaders

Meet and network with decision makers from diverse organizations

Showcase innovations to partners, consumers, and investors

Understand the current state of all components of geospatial intelligence across varied industries and consumers

Explore how to match your ideas with the best thinking, best services, and best ideas

Experience the way technology is advancing and disrupting the way we think about location, data analytics, remote sensing, and visualization

Discover what investors are looking for when they support new ideas

ENGAGEMENT OPPORTUNITY EXPERIENCE ACCESS

trajectoryXyzt is brought to you by *trajectory*, the official magazine of the USGIF, a non-profit, educational organization dedicated to building the geospatial intelligence community, advancing the tradecraft, and accelerating innovation.

Don't miss this unparalleled opportunity to capitalize on USGIF's reach and trusted reputation among the groups focused on every aspect of geospatial intelligence and its applications on commerce, society, and technology.

Authors, educators, influencers, C-suite executives, investors, and skilled practitioners will gather at *trajectoryXyzt* to listen, learn, and grow.

Join Us In Santa Monica This September And Associate Your Brand With This Critically Important Audience!

Unlike many conferences, the agenda for *trajectoryXyzt* provides continuous, high quality engagement opportunities to meet and network with an important professional demographic. With 70% of the attendees expected to travel more than 200 miles to attend the inaugural edition of *trajectoryXyzt*, this event will draw strong national participation along with an important local attendee base.

Don't Miss a Chance to Meet Face to Face!

Sponsoring, securing a gallery space, and advertising are effective ways to highlight your importance in the growing geospatial intelligence marketplace and to elevate your brand. This is a one-of-a-kind opportunity to interact with a highly informed and engaged audience.

*If you want to reach this dynamic group, then **trajectoryXyzt** is an opportunity you should not miss.*

GALLERY LOUNGES

The gallery will be like nothing you've experienced. Contiguous to the Plenary Session theater and fully interactive with the programs delivered on the main stage, the personal interactions among leaders, providers, and industry professionals will be intimate and impactful. Meal functions and refreshment/networking breaks and a highly anticipated evening party will maximize contact time for all guests.



10 x 20 Gallery Lounge



10 x 10 Gallery Lounge

GALLERY LOUNGES

trajectoryXyzt will offer lounges throughout the gallery. These lounges will provide your company with the opportunity to showcase technology, services, or other offerings. Unique to *trajectoryXyzt*, these lounges will be turn-key spaces that include power, internet, monitors, lounge seating and drayage – all for a single, inclusive price making it simple and seamless to budget for this event.

10 x 20 Gallery Lounge – \$20,250

10 x 10 Gallery Lounge – \$11,500

Each Gallery Lounge Package Includes

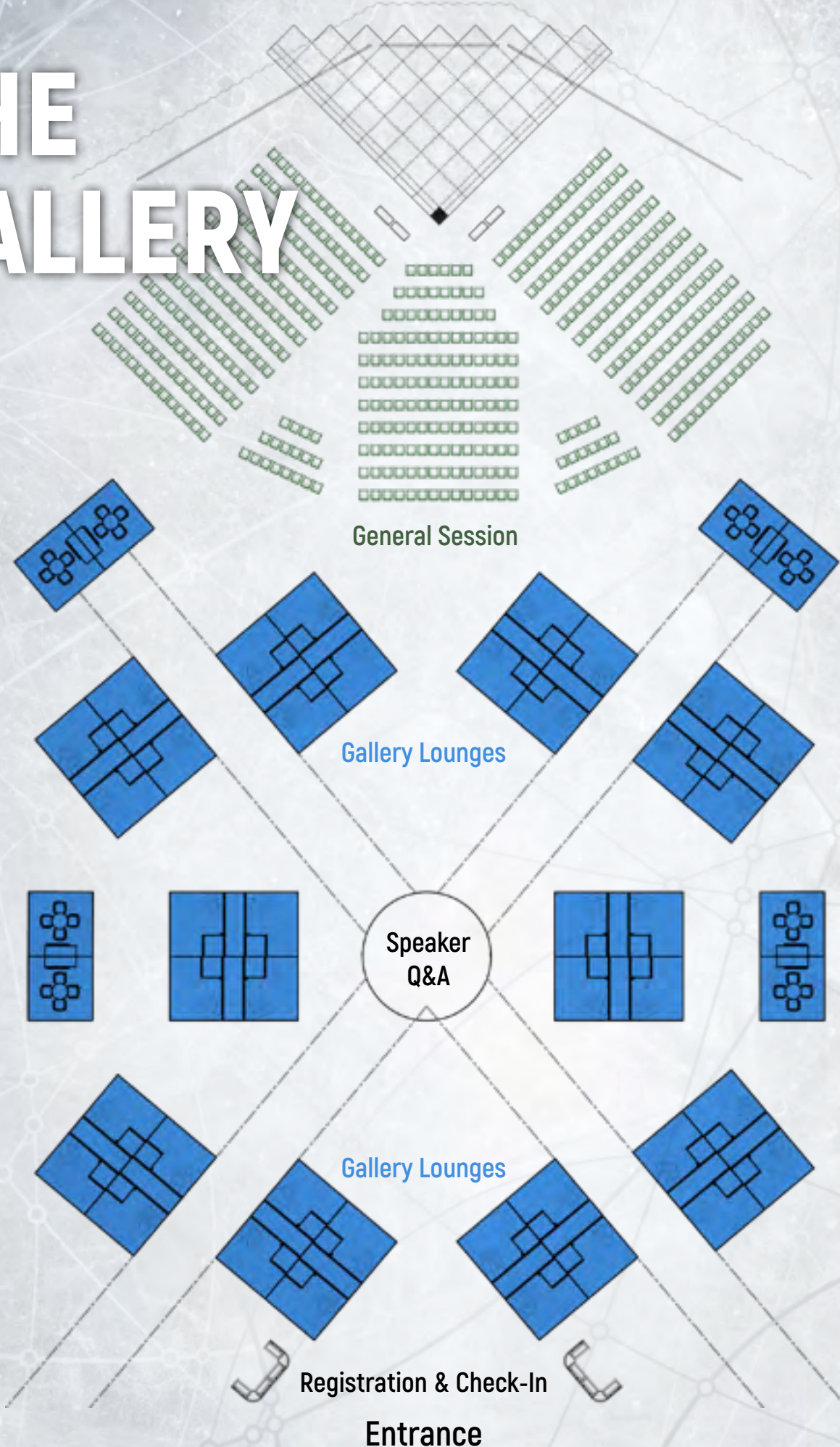
- 2 gallery staff registrations per 10 x 10 space
- 1 monitor (60" for 10 x 20 lounge and 42" for 10 x 10 lounge) with monitor with connection cable – simply bring your laptop/DVD player and plug-in
- (1) 10 amp power drop*
- (1) 2 mbps internet drop*
- 100-word write up and logo included in the mobile app and on *trajectoryXyzt.com*
- 100 lbs. of drayage
- Priority points (1/2 point per \$1,000 spent regardless of membership status)**

*Exhibitors can choose to upgrade their power and internet bandwidth if necessary for an additional charge.

**USGIF maintains an ongoing tally of priority points which is re-baselined July 1 every year. The priority point system determines the order of selection for all USGIF events. Specifics of the USGIF priority point system can be found at <http://usgif.org/events/EventPriorityPoints>

USGIF Members receive a 15% discount on any gallery lounge or sponsorship offering. To secure your participation in *trajectoryXyzt*, please contact Jeff Ley at 571-392-7202 or jeff.ley@usgif.org.

THE GALLERY



General Session

Gallery Lounges

Speaker Q&A

Gallery Lounges

Registration & Check-In
Entrance

SPONSORSHIPS

trajectoryXyzt offers many sponsorship opportunities to grow your influence and business presence to increase your visibility. These sponsorships are designed to:

- Differentiate you in the competitive landscape
- Expand your reach beyond the gallery spaces
- Increase your visibility within broader industry segments
- Associate your brand with important topics, your selected speakers, and other events

All sponsorship opportunities will include the following:

- Logo recognition on *trajectoryXyzt.com*
- Logo recognition on the official mobile app
- Logo recognition on event signage
- Verbal recognition during welcome remarks
- Priority points (1/2 point per \$1,000 spent)*

Additional deliverables, prices, and descriptions can be found below.

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Photographs used in the sponsorship section are for marketing purposes only. USGIF may select different items to fulfill the sponsorships.



Founders Sponsorship (Limited Availability)

\$28,750

Stake your claim as one of the founding sponsors of *trajectoryXyzt*. The foundation sponsorship is the highest profile sponsorship available at *trajectoryXyzt*. Included in this sponsorship:

- 10 *trajectoryXyzt* registrations
- 5' x 10' banner to hang above the gallery
- 25% discount off of gallery lounge
- One piece of collateral to be inserted into attendee tote bag and posted online
- Choice of one of the sponsorships below

Lanyards – branded lanyards featuring your logo.

Lunch (2 available) – cups and napkins featuring your logo to be used during lunch.

Breakfast (2 available) – cups and napkins featuring your logo to be used during lunch.

Official T-shirt – the official t-shirt will be distributed to everyone in attendance at *trajectoryXyzt*. Shirt to include event branding, USGIF logo, and sponsor logo.

Official notebook and pen – the official notebook and pen will be distributed to all *trajectoryXyzt* attendees. The front of the notebook to be either hot stamped or embossed with the *trajectoryXyzt*, USGIF, and sponsor logos. The official pen will feature the sponsor logo.

Official tote bag – the official tote bag will be distributed to all attendees. The tote bag will be branded with the *trajectoryXyzt*, USGIF, and sponsor logos.

USGIF Members receive a 15% discount on any gallery lounge or sponsorship offering. To secure your participation in *trajectoryXyzt*, please contact Jeff Ley at 571-392-7202 or jeff.ley@usgif.org.



Reception (Exclusive)

\$20,250

Expected to be the social highlight of the event, the evening reception is a great place to elevate your brand and gain valuable exposure to *trajectoryXyzt* attendees. Included in this sponsorship:

- 3 *trajectoryXyzt* registrations
- 5 x 10 banner to hang above the gallery
- Logo recognition on koozies, cups, and napkins used throughout the reception

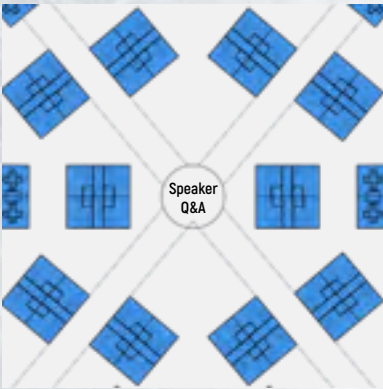


Mobile App (Exclusive)

\$14,500

Enjoy the ability to send limited push notifications, receive brand recognition throughout the mobile app, and be seen as a leader by sponsoring the 2018 Official Mobile App. Included in the sponsorship:

- 2 *trajectoryXyzt* registrations
- Logo recognition in multiple locations throughout the mobile app



Gallery (Exclusive)

\$14,500

Brand your company in a BIG way – this high-profile sponsorship is a great way to make a splash at the first edition of *trajectoryXyzt*. Included in the sponsorship:

- 2 *trajectoryXyzt* registrations
- Multiple carpet logos as you enter the gallery
- Logo recognition on signage throughout the gallery
- Logo recognition on select marketing materials promoting the gallery



Attendee WiFi (Exclusive)

\$11,500

Don't let attendees burn through data on their mobile plan! Sponsor the WiFi and make a statement! Included in the sponsorship:

- 2 *trajectoryXyzt* registrations
- Ability to direct attendees to a URL you provide as they log onto the network
- Logo recognition as the mobile WiFi sponsor on signage throughout the event

USGIF Members receive a 15% discount on any gallery lounge or sponsorship offering. To secure your participation in *trajectoryXyzt*, please contact Jeff Ley at 571-392-7202 or jeff.ley@usgif.org.



Host-A-Speaker in Speaker Corner (Limited Availability)

\$8,650

Be seen as a thought leader and host a speaker in your gallery space. Pre-scheduled, USGIF will provide a small stage and mic so the speaker can follow up their on-stage presentation with Q&A and additional insights all while standing in front of your gallery space. Included in this sponsorship:

- Logo recognition on agendas promoted in advance of the event
- Logo recognition on stage as the speaker concludes their presentation with guidance on where to go for follow up Q&A



Transportation (Exclusive)

\$8,650

Make a daily impression by providing transportation to and from the event. Included in the sponsorship

- Logo recognition on busses
- Logo recognition on signage at drop off and pick up locations

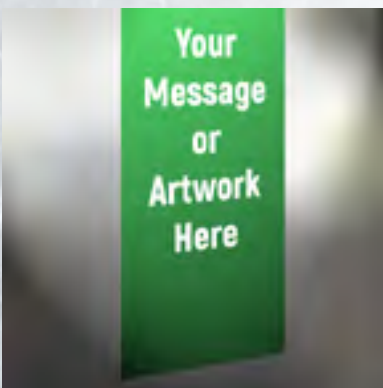


Charging Locker (Exclusive)

\$6,900

Who doesn't need to charge their device during the day? The charging lockers can accommodate phones and tablets. Complete with multiple branding locations, to include a monitor displaying your video, this will surely get a lot of visibility as it will be located in the gallery. Included in the sponsorship:

- Ability to brand charging lockers with your logo or message
- Ability to play a looping video on the display screen above the charging lockers. (Sponsor to provide artwork and video in requested format and USGIF will produce and install)



Large Hanging Banner in Gallery (Limited Availability)

\$5,750

Secure valuable marketing real estate by sponsoring a 5' x 10' banner that will hang above the gallery. Included in the sponsorship:

- 5' x 10' branded banner (Sponsor to provide artwork and USGIF will produce and install)



Water Stations in Gallery (2 available)

\$3,450

Help keep attendees hydrated while at *trajectoryXyzt*. Included in the sponsorship:

- Logo displayed at water stations located throughout the gallery
- Cups to feature your logo (USGIF to produce cups and distribute at water stations)



Pre-Event/ Post-Event Email (1 of each available)

\$2,875

Reach out in advance or after the event – sponsor the exclusive pre-event or post-event email and be the only sponsor to provide content to all pre-registered attendees (pre-event) or verified attendees (post-event) of *trajectoryXyzt*. Included in the sponsorship:

- Sponsor to provide HTML or banner with text
- USGIF to prepare/format email and send to either the pre-registered attendee list in advance of the event (pre-event) or to the verified attendee list (post-event)

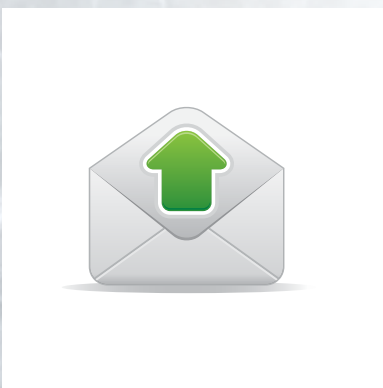


Logo Recognition (10 available)

\$1,150

Please note, if you sponsor anything else included in this prospectus, you will be receiving the equivalent of this logo recognition sponsorship. Included in the sponsorship:

- Logo to be included on the *trajectoryXyzt.com* website, on-site signage, and select marketing materials



Shared Pre-Event/Post-Event Email (10 of each available)

\$575

Sponsor to provide USGIF with 50 words of text, your company name, logo, and URL to relay your message to either the pre-event registration list or the post-event verified attendee registration list. Email to be sent by USGIF on sponsors' behalf. The pre-event email will be sent approximately two weeks prior to the event and the post-event email will be sent within two weeks of the closing of *trajectoryXyzt*. Up to 10 sponsor messages will be included in the single email.



Collateral in Attendee Tote Bag and Online

\$1,150 (print and online)

\$575 (online only)

Included in the sponsorship:

- Print - insert one piece of collateral into each attendee conference bag (size not to exceed 8.5" x 11". Sponsor is responsible for production, shipping/handling charges to show site and USGIF is responsible for inserting into attendee tote bag)
- Online – your collateral will be posted to the *trajectoryxyzt.com* website.

Gallery Lounges · Sponsorships

CONTACT INFORMATION

Organization Display Name _____

(Please list organization name exactly as you want it to appear on the floor plan and website, if different from legal entity name)

Primary Point of Contact _____

(This is the person who will receive updates and planning information regarding trajectoryXyzt)

Job Title _____

Address _____

City _____ State _____ ZIP _____

Phone _____ Email _____ Date _____

Authorized Signature _____

The individual signing this Application represents and warrants that he/she is duly authorized to execute binding contracts on behalf of the above listed Applicant and such organization agrees to be bound by this Application and the attached Terms and Conditions.

GALLERY LOUNGE

(Please note, the deliverables for each gallery lounge are outlined in the official event prospectus and are bound to the Terms and Conditions found at the end of this document)

	MEMBER	NON-MEMBER
10 x 20 Gallery Lounge	\$17,500	\$20,250
10 x 10 Gallery Lounge	\$10,000	\$11,500
Sub-Total Gallery Options	\$	

SPONSORSHIPS

(Please note, deliverables for each opportunity are included in the official event prospectus and are bound to the Terms and Conditions found at the end of this document)

	MEMBER	NON-MEMBER
Founders (Limited Availability)	\$25,000	\$28,750
Reception (Exclusive)	\$17,500	\$20,250
Mobile App (Exclusive)	\$12,500	\$14,500
Gallery (Exclusive)	\$12,500	\$14,500
Attendee WiFi (Exclusive)	\$10,000	\$11,500
Host-A-Speaker (Limited Availability)	\$7,500	\$8,650
Transportation (Limited Availability)	\$7,500	\$8,650
Charging Locker (Exclusive)	\$6,000	\$6,900
Large Hanging Banner in Gallery (Limited Availability)	\$5,000	\$5,750
Water Stations in Gallery (2 Available)	\$3,000	\$3,450
Pre-Event/Post-Event Email (1 of Each Available)	\$2,500	\$2,875
Logo Recognition (10 Available)	\$1,000	\$1,150
Collateral in Attendee Tote-bag (Online and Print)	\$1,000	\$1,150
Shared Pre-Event/Post-Event Email (10 Available)	\$500	\$575
Collateral in Attendee Tote Bag (Online Only)	\$500	\$575
Sub-Total Sponsorships	\$	

APPLICATION PROCESS

Please complete, sign, initial each page, and return this application to jeff.ley@usgif.org or ashley.jones@usgif.org.

Due to limited space availability, USGIF cannot guarantee this Application will be accepted. If this Application is not accepted for any reason, USGIF will return the payment enclosed with this Application. If this Application is accepted, USGIF will return a counter signed copy of this Application. Acceptance of an Application does not imply endorsement by USGIF of Applicant's products or services, nor does rejection imply lack of approval of Applicant's products or services.

Once USGIF has received this Application, and the Application is signed by both Applicant and USGIF, the Application together with the attached Terms and Conditions, the applicable Exhibitor Service Manual, and any Addendum Application (collectively, the "Contract") will become a legally binding contract between the Applicant and USGIF.

USGIF, in its sole discretion, has the right to determine eligibility of any organization, service, or product for inclusion in the Event and has the right to rescind the Contract at any time if USGIF, in its sole discretion, deems the Applicant to be contrary to the best interests of the Event. If USGIF rescinds the Contract for the aforementioned reason, USGIF's sole obligation (and Applicant's sole remedy) is to refund the fees paid by Applicant for gallery space, meeting rooms, and/or sponsorships.

CANCELLATION POLICY

Due to the short time frame for event planning, cancellations are to be made in writing and no refunds are provided.

FINANCIALS

(to be completed by applicant)

GALLERY LOUNGE \$ _____

SPONSORSHIP(S) \$ _____

TOTAL \$ _____

PAYMENT

Please select your preferred payment method below. As part of the confirmation process, USGIF will send an invoice to the email address provided. If a PO is issued, please list it below and USGIF can include it on the invoice. If paying by credit card, a receipt will be generated and sent to the email address listed below. If a PO is issued, the standard, pre-printed terms and conditions, if any, on the PO will have no legal effects and will not be binding by USGIF.

Check (Please make all payments payable to USGIF in U.S. funds.)

EFT

PO # _____

Credit Card (see below)

VISA MasterCard AMEX Credit Card # _____ Exp _____

Print Name (as it appears on card) _____

Billing Address (where statement is sent) _____

City _____ State _____ ZIP _____

Phone _____ Email _____

Card Holder's Signature _____ Date _____

The card holder's signature indicates that (1) the issuer of the card identified above is authorized by the cardholder to pay the total due as shown on this application, (2) that the card holder promises to pay such amount subject to and in accordance with the agreement governing the use of such card, and (3) the United States Geospatial Intelligence Foundation is authorized to charge the credit card number listed above for the listed amount.

Total Due (from above): \$ _____

Please add the 3% Administrative Fee (if paying by credit card and amount is \$1,000 or higher): \$ _____

Total amount to be charged to card: \$ _____

TERMS AND CONDITIONS

- 1. Definitions.** Capitalized terms not defined herein shall have the meanings set forth in the Application. "Application" means the application for the Event that has been signed by the Applicant; "Applicant" means the organization listed on the first page of the Application; "Event" means the Trade Show and Symposium and other events scheduled, such as receptions, networking opportunities, and outings, to be held on the dates listed on the top of the Application; "Trade Show" means the exhibit hall trade show to be held during the Event; "Symposium" means the speeches, panel discussions, and breakout sessions held outside of the exhibit hall during the Event; and "Location" means the hotel, resort or conference center listed on the top of the Application where the Trade Show will be held.
- 2. Permitted Use.** The Applicant may only use the exhibit spaces, media opportunities, sponsorships, and meeting rooms listed and described in the Application and chosen and paid for by the Applicant (the "Opportunities") to inform and educate Event attendees regarding the Applicant's products or services. The Applicant may not sublet, assign, or apportion any part of such Opportunities. The Applicant may not represent, advertise, or distribute literature for the products or services of any other organization or individual without the prior express written approval of USGIF. All of the Applicant's activities must be confined to the space assigned by USGIF. The Applicant acknowledges and agrees that its representatives are admitted to, and will remain at, the Event solely in strict compliance with the Contract.
- 3. Protection of Facilities and the Public.** Applicant shall not use the Location or permit it to be used by any employee, patron, contractor, or invitee: (a) for any illegal purpose; (b) in conflict with any applicable Law (as defined below); (c) in any manner that could violate the insurance or increase the rate of insurance on the Location; (d) in any manner that constitutes any waste or nuisance; (e) in any manner that causes any injury to the Location; or (f) in violation of any applicable rule or regulation issued by management of the Location.
- 4. Floor Load.** Under no circumstances shall the weight of any equipment or exhibit material exceed the Location's floor load specifications set forth in the Exhibitor Service Manual or as otherwise specified by USGIF or the Location.
- 5. Lotteries; Contests.** No drawings or sweepstakes that require the purchase of raffle or lottery tickets are permitted without USGIF's advance written authorization and must be operated in accordance with applicable Law. Approved drawings must be available to all Event attendees (except persons under 18 years of age, exhibitors and USGIF staff). Registration for drawings must be done within the confines of the rented exhibit space(s) and may not distract from other exhibitor displays. A description of the drawing process (including, without limitation, time of drawing and where winner names will be posted or announced) should be clearly visible to all Event attendees. USGIF reserves the right to endorse or be affiliated with Applicant drawings, or make announcements on behalf of Applicant as it sees fit.
- 6. USGIF's Right of Control.** USGIF, in its sole discretion and at any time, has the right to, at the Applicant's sole cost and expense and without any obligation for USGIF to compensate or reimburse the Applicant, (a) move the Applicant's location in the exhibit hall for any reason, (b) prohibit or remove any material that in USGIF's opinion is objectionable in design, operation, or otherwise, (c) request changes to or remove any materials that in USGIF's opinion is contrary to the best interests of the Event or out of keeping with the character of the Event, (d) upon any breach of the Contract, immediately remove the Applicant's materials or the Applicant (or its representative) from the Event, (e) prohibit or remove any materials that differ substantially from the information stated in the Application or provided to USGIF, (f) shut-down, halt, or remove any demonstration of services or equipment, audio or visual activities, interviews, or other activities that in USGIF's opinion inconveniences or interferes with other exhibitors' or attendees' enjoyment of the Event, (g) control Event admission prices and policies, and (h) limit the number of "EXHIBITOR" badges issued to the Applicant. In the event of the removal of the Applicant's materials, in whole or part, or the removal of the Applicant or any of its representatives from the Event in accordance with (b) or (c) above, USGIF's sole liability for such removal will be to refund the fee paid by the Applicant as specified on the Application on a pro-rata basis for the period of the Event remaining at the time of removal; in all other cases, the Applicant will not be entitled to any refund of fees paid.
- 7. Installation and Removal.** Exhibit spaces must remain intact and staffed during all Event hours. The Applicant shall remove all materials from the Location by the time set forth in the Exhibitor Service Manual. The Applicant shall reimburse USGIF for any expenses, including, without limitation, cleaning, repair, storage, disposal, or handling charges, incurred with respect to the Applicant's materials remaining after such date or any other violation of the Exhibitor Service Manual.
- 8. Representatives.** The Applicant's representatives must be employees of the Applicant. At all times during Trade Show hours, the Applicant's booth representatives must (a) wear the "EXHIBITOR" badge identification furnished by USGIF, (b) actually work in the exhibit space assigned to the Applicant, and (c) have an manner, appearance, and dress that is appropriate, conservative, and professional.
- 9. Copyrighted Materials.** If the Applicant intends to use, display, or distribute any music or other copyrighted materials or third-party trademarks during the Event, the Applicant must have permission to do the same and must provide USGIF with a copy of license or other agreement prior to the opening of the Event.
- 10. Americans with Disabilities Act.** All exhibits at the Trade Show must be accessible to handicapped persons in accordance with the Americans with Disabilities Act.
- 11. Laws and Regulations.** The Applicant shall fully comply with all federal, state, and local laws and regulations and all rules and regulations prescribed by the management of the Location (collectively, "Laws"). The Applicant shall meet the requirements of all local authorities and obtain, at their own expense, any necessary permits, licenses, or equipment should any be required for the particular individual displays or the particular exhibit of the Applicant. Potentially combustible or explosive materials and substances must be flameproof. Packing containers, excelsior, wrappings, and similar materials must be removed from the Trade Show and must not be stored under tables, behind displays or in the aisles. Alcoholic beverages are prohibited in the Trade Show except with USGIF's prior express written authorization. Hazardous or dangerous materials or equipment are prohibited from the Event.
- 12. Obstruction of Aisles or Booths.** The Applicant's materials, representatives, or exhibit demonstrations or activities must not obstruct any aisles or prevent easy access to other exhibitors.
- 13. Security.** The provision of any security service during the Event must not be construed as USGIF's assumption of an obligation or duty to the Applicant with respect to the Applicant's property or safety. The Applicant and its representatives and attendees participate in the Event at their own risk.
- 14. Advertising, Meetings and Social Activities.** In the interest of the success of the Event as a whole, the Applicant agrees not to extend invitations, hold meetings, receptions, outings, social events or otherwise encourage the absence from the Event or Location during Event hours. Sponsorships, advertisements, displays, demonstrations, conferences, entertainment, symposium registration, or hospitality rooms, may be permitted only with the express advance written authorization of USGIF and the payment of additional fees.
- 15. Admittance During Non-Trade Show Hours.** The Applicant's representatives will be permitted to enter the Trade Show one half (1/2) hour before the scheduled opening of the exhibit hall (except

for purposes of set-up or dismantling, which time is specified in the Exhibitor Service Manual), unless otherwise agreed by USGIF prior to the start of the Event. Temporary badges will be required for the Applicant's representatives during set-up and dismantling.

16. Failure to Hold Event. If the Event (or any part thereof) is cancelled for any reason, including, without limitation, acts of God (including fire, tornado, hurricane, flood, earthquake, or other elements of nature including weather events), wars, riots, civil disorders, rebellions or revolutions, acts of terrorism, strikes, lockouts or labor disputes, direct government action/inaction or order, or catastrophic failures of telecommunication service, the Contract will automatically terminate, and the Applicant waives any claim for damages or compensation. Upon such termination, USGIF will refund to the Applicant the fees paid and specified in the Application, less a pro rata share of USGIF's actual expenses incurred in connection with the Event. Except as provided in the previous sentence, upon such termination, neither party will have any further obligation to the other.

17. No Warranty. USGIF PROVIDES THE OPPORTUNITIES AND THE ITEMS SPECIFIED IN THE EXHIBITOR SERVICE MANUAL "AS IS WHERE IS," WITHOUT WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AND SPECIFICALLY WITHOUT WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE.

18. Release and Limitation of Liability. THE APPLICANT RELEASES USGIF, THE LOCATION AND ALL EVENT CONTRACTORS AND THEIR RESPECTIVE AGENTS, PARENTS, AFFILIATES, EMPLOYEES, DIRECTORS, OFFICERS, SPONSORS, MEMBERS, MORTGAGORS, AND CONTRACTORS (COLLECTIVELY, THE "INDEMNITEES") FROM ANY AND ALL ACTIONS, SUITS, CLAIMS OR DEMANDS (COLLECTIVELY, "CLAIMS") AND ANY AND ALL LIABILITIES, LOSSES, DAMAGES, SETTLEMENTS, FINES, PENALTIES, EXPENSES OR COSTS (INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES) (COLLECTIVELY, "LOSSES") THAT MAY ARISE FROM OR BE ASSERTED AS A RESULT OF THE CONTRACT OR THE EVENT. IN NO CIRCUMSTANCE WILL USGIF BE LIABLE TO THE APPLICANT FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, OR INDIRECT LOSSES OR DAMAGES, WHETHER SUCH LOSSES, DAMAGES, OR CLAIMS ARISE IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, WARRANTY, STATUTE OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, LOSS OF GOOD WILL, USE, OR PROFIT. THE APPLICANT MUST NOT TAKE ANY ACTION OR CONDUCT ITSELF IN SUCH A MANNER AS TO BRING PUBLIC RIDICULE,

CONTEMPT, CENSURE, OR DISPARAGEMENT UPON ANY OTHER EVENT PARTICIPANT, THE EVENT, OR USGIF. USGIF'S TOTAL LIABILITY TO THE APPLICANT HEREUNDER FOR ALL CLAIMS IS STRICTLY LIMITED TO THE TOTAL AMOUNT PAID BY THE APPLICANT TO USGIF AS SPECIFIED IN THE APPLICATION.

19. Indemnification. The Applicant shall indemnify and hold harmless the Indemnitees from any and all Losses, and defend the Indemnitees against any and all Claims, arising out of, related to or resulting from (a) the Applicant's, or its agents', contractors', licensees', invitees', employees' or representatives' participation or presence at the Event (b) the Contract, including, without limitation, those Claims arising out of, relating to or resulting from any labor dispute, any alleged or actual infringement or misappropriation, any breach of the Contract, any failure by Applicant, or its agents, contractors, licensees, invitees, or employees to comply with any Law or with USGIF's instructions, fraud, theft, or intentional misconduct,

or any loss, damage, theft, or destruction of the Applicant's property or that of any other Event participant, or (c) the injury or death of any person (including, without limitation, Applicant's employees), damage to personal or real property, and damages (except as expressly provided otherwise in the Contract) to Applicant's business, whether or not resulting in whole or in part by the negligence of any person (except when solely caused by the gross negligence of USGIF).

20. Insurance and Liability. The Applicant must obtain and maintain in full force and effect throughout the performance of the Contract, at its sole cost and expense, general liability and fire insurance coverage

with a limit of at least \$1,000,000 (combined single limit). Prior to the start of the Event, the Applicant will furnish to USGIF a certificate of insurance evidencing that the above insurance is in effect and naming the Indemnitees as additional insureds.

21. Interpretation and Enforcement. The Contract is governed by the laws of the Commonwealth of Virginia excluding any choice-of-law provision or rule (whether of Virginia or any other jurisdiction) that would cause the application of the laws of any other jurisdiction. The Applicant consents to the exclusive jurisdiction of any state or federal court empowered to enforce the Contract located in the County of Fairfax or City of Alexandria in Virginia and waives any objection thereto.

22. Union Restrictions. The Applicant must observe the provisions of all union contracts in effect, as communicated to the Applicant. USGIF will not be not responsible for any interferences with the Event caused by disputes involving union personnel and the Applicant.

23. Use of the USGIF Logo. The Applicant acknowledges and agrees that the "United States Geospatial Intelligence Foundation" and "USGIF" names, and the logos, and trademarks of USGIF are the exclusive property of USGIF and cannot be used by the Applicant, except to the extent expressly provided for in a separate written agreement with USGIF. Nothing contained in the Contract grants the Applicant any right to use USGIF's name, logos or trademarks including, without limitation, in connection with the Applicant's participation in the Event. USGIF reserves all rights not expressly granted herein.

24. Violations. If Applicant defaults in the performance of any term of the Contract (including, without limitation, the payment of fees, maintenance of insurance, and compliance with any and all rules and requirements concerning the use of the Location), USGIF, at its option, may immediately terminate the Contract. Upon such termination, Applicant's rights and privileges under the Contract shall terminate, and USGIF shall have the right to take possession of the Opportunity(ies) or space occupied by the Applicant and to remove all persons and goods, without any liability whatsoever to the Applicant.

25. Remedies. The remedies under the Contract shall be cumulative and are not exclusive. Election of one remedy shall not preclude pursuit of other remedies.

About USGIF

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