

## Sponsorship guide

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# DxP

The  
cloud data  
protection  
summit  
2020

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November 17, 2020  
8:00 a.m. – 1:00 p.m. PST

# Data is more valuable than ever to our businesses

Its potential value has skyrocketed since the spring of 2020, since it has kept businesses going, from adapting to a remote workforce, to accelerating digital transformation to serve customers with new experiences and services. At the same time, this data has never been more at risk, exposed to a wide array of threats from mistakes, disasters to ransomware attacks. The reality is, the full value of data can only be realized when it's fully protected.

As organizations accelerate their journey to the cloud to improve the way they manage data and prevent the economical and logistical disruption, they find themselves ill-equipped to protect cloud applications with legacy on-premises solutions. Together, Druva and its partners are bringing the most complete and secure protection for their data, from the cloud. Addressing a wide array of use cases (backup, disaster recovery, the protection of cloud-bound or cloud-native applications, the protection of SaaS applications, cyber resilience, and compliance) we are helping these organizations realize the full value of their data.

To make sure that this critical message reaches the biggest audience possible, we've decided to launch an event dedicated to cloud data protection. Our goal is to empower data protection practitioners, IT management to realize the full value of data, with cloud data protection. And we've named this event after a very simple yet fundamental formula for this value: DxD or Data multiplied by Protection. And since the use cases addressed by cloud data protection today are critical not only to the resilience of business today, but also to their growth tomorrow, we've given the following theme of this initial edition of DxD: "from resilience to agility".

**We're giving you the opportunity to be at the forefront of the cloud data protection movement.** Join us to share your perspective on cloud data protection and engage with our audience in DxD's engaging virtual experience. I'm looking forward to helping organizations realize the full value of their data, with you.



**Thomas Been**  
CMO

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## Sponsor DxD, the cloud data protection summit 2020

**November 17th at 8:00 a.m. – 1:00 p.m. PST**

*A unique opportunity to engage with customers and thought leaders at Druva's virtual user conference*

# Event overview

**DxP, the cloud data protection summit 2020 is the premier event** for IT professionals, technologists, developers, and leadership to collaborate, connect, and learn about innovation in the data protection ecosystem and how Druva is paving the way with disruptive cloud data protection solutions.

Join the **DxP, the cloud data protection summit 2020 | November 17th at 8:00 a.m. - 1:00 p.m. PST** to explore Druva's leading innovations and engage with Druva's product experts and leadership team.

**This is a valuable opportunity for sponsors** to participate in a one-of-a-kind, industry-first cloud data protection summit. As a sponsor, you'll have the opportunity to be a part of live thought leadership keynotes and four technical breakout tracks to gain mindshare from data protection professionals and increase brand awareness and recognition.

## General session

**More than one hour of live keynotes with Druva executives, partners and a customer panel.** Industry influencers and leaders will join the discussion to share key market perspectives and adoption.

## Technical breakouts with live Q/A

**Three hours of engaging breakout tracks** with customer case studies and technical experts across 4 tracks plus a dedicated partner track with sessions hosted by our sponsors:

### Protecting cloud environments

Customers will share best practices and discuss compelling data protection use cases like eDiscovery, data compliance, snapshot management in the cloud, and how to manage critical SaaS, PaaS, and IaaS

**Workloads covered: Microsoft365, Salesforce.com, GSuite, Amazon EC2, Amazon S3, Amazon RDS, Amazon EBS**

### Protecting the future workforce

As organizations are adopting new ways of operating, boosting collaboration and protecting remote workforce is at the forefront. Join Druva customers and experts to learn more about how you can safeguard your remote employee from data loss and improve business continuity.

**Workloads covered: Endpoints (laptops, devices, Microsoft Exchange), Operating systems (Windows and Mac IOS)**

### Cyber resilience and information security

Cybersecurity is underpinning IT modernization and cloud computing. Join information security practitioners and Druva experts to learn more about topics like cyber resilience, ransomware response and recovery, and other data management use cases like eDiscovery and data compliance.

**Workloads covered: Endpoints, NAS and file servers, SaaS applications - Microsoft365, Salesforce.com, GSuite**

### Datacenter digitization and migration

With digital transformation goals driving business strategies, reducing datacenter footprints, protecting remote offices and DR are top of mind for IT leaders and practitioners. Join Druva to learn best practices for DC migration and consolidation, ROBO, and support for unstructured data.

**Workloads covered: VMware, VMware Cloud on AWS, Hyper-V, SQL, Oracle, NAS and file servers**

# Audience demographics

## Decision makers

### IT Leadership/Executives

- **Titles:** CIO, IT executives and leaders (Sr/VP, Sr/Dir, managers) - storage and infrastructure, director of cloud operations and strategy, IT director/manager of end-user computing and collaboration, data protection officer, VP/director of SaaS and cloud services, head of cloud ops and DevOps
- **Key drivers:** Digital transformation, remote workforce management, business continuity and resilience, IT transformation, cloud migration strategy, globalization, M&A and growth

## Influencers

### Departmental or shadow IT teams - Legal, Infosec, Compliance, Cloud Operations, DevOps

- **Titles:** Global solutions architect - cloud & DevOps managers, CISO, chief compliance officer, cloud architects, director of cloud operations and services, eDiscovery & litigation support, directors/managers of legal IT and InfoSec or SecOps, cyber security automation managers, enterprise data architects, compliance and data governance directors/managers
- **Key drivers:** Governance, risk and compliance, cybersecurity, ransomware protection, cloud architecture, cloud migration, workload migration, cloud workload efficiency and optimization, eDiscovery and Legal hold optimization, DR, compliance/audit streamlining, cross-functional alignment and efficiency around cloud, data governance and data integrity, SaaS optimization

## Practitioners

### Administrators, IT specialists

- **Titles:** Storage admins, backup admins, VM administrator, SaaS app and end-user support admins, IT end user specialist, systems admin, cloud backup admin, cloud developer, cloud DevOps admin
- **Key drivers:** IT Ops efficiency, protecting remote end user data, workload migration, IT modernization, automation and orchestration, Disaster Recovery, IT SLAs - RTO, RPO, reporting and analytics, integration with existing enterprise applications, infrastructure storage efficiency and cost predictability and savings

# Why sponsor?

**Today's remote work environment has put data resilience front and center** as IT executives look to ensure their enterprise collaboration platforms can run 24/7 to keep employees productive. IDC states that the firm "expects data protection solutions to play a more critical role than ever before." (*IDC, Revisiting the Data Protection as a Service Forecast in Light of COVID-19: A Silver Lining?, Doc #US46344520. 6 June 2020*)

**Cloud-native data protection solutions like Druva are rapidly replacing existing backup infrastructure.** According to Gartner, by 2022, 40% of organizations will supplement or completely replace backup applications with cloud-based solutions. (*Gartner, 2020 Strategic Roadmap for Storage. 1 July 2020*)

**Tangible opportunity with a SaaS recurring revenue model.** Gartner also forecasts that SaaS revenue (measured in constant currency) will be \$119 billion by the end of 2020, and that it will register a 13.6% compound annual growth rate for the period ending in 2024. (*Gartner, Hype Cycle for Software as a Service, 2020. 30 July 2020*)

**Collaborate with a strong growth partner and future-proof your business.** Druva has experienced a 70% year-over-year increase in recurring revenue for its data center workload protection solution, and a 50% growth in overall data under management, making it the largest and most trusted company delivering SaaS-based data protection.

**Consistent, predictable technology and reliable customer support.** Druva has performed over 1.5 billion backups for customers in the last 12 months alone

## Information on event content

- **More than 1 hour of live keynotes** from Druva executives including; Druva CEO, Jaspreet Singh; Druva CMO, Thomas Been; Druva Chief Technologist, Stephen Manley; and thought leaders, partners and the industry's top cloud disruptors
- **More than 15 live technical breakout sessions** across 4 industry-leading tracks, with a separate partner track to showcase sponsor partners and their customers
- **Unveiling of Druva's latest and greatest innovations** and live chat with product demonstrations
- **Customer and partner panel discussion** on latest trends and market perspectives around future of data protection, business resilience and digitalization

## Information on lead capture

Druva will share registration data of contacts who opt in to receive communications from event sponsors.

All sponsorships must be confirmed by  
**Friday, September 30, 2020**

To reserve your spot, please email [sponsorships@druva.com](mailto:sponsorships@druva.com) with the completed application form.

# Sponsorship levels

## Platinum (\$25K)

The highest tier of sponsorship gives the sponsor access to:

- Participation in the keynote panel
- Mention in Druva event press release
- Technical breakout session
- Premium placement within the virtual sponsor lounge with prominent branding
- Ability to showcase upto 3 collateral pieces and 1 pre-recorded video
- Social media shoutout
- Various logo and messaging placement opportunities

*For more specifics, see sponsorship package details on the next page.*

## Gold (\$13K)

The second tier of sponsorship gives the sponsor access to:

- Technical breakout session
- Prominent placement within the virtual sponsor lounge with branding
- Ability to showcase upto 2 collateral pieces and 1 pre-recorded video
- Social media shoutout
- Various logo and messaging placement opportunities

*For more specifics, see sponsorship package details on the next page.*

## Silver (\$7K)

The third tier of sponsorship gives the sponsor access to:

- Placement within the virtual sponsor lounge with branding
- Ability to showcase 1 collateral piece
- Social media shoutout
- Logo placement and brand exposure

*For more specifics, see sponsorship package details on the next page.*

## Additional sponsorship opportunities

Contact us at [sponsorships@druva.com](mailto:sponsorships@druva.com) for additional opportunities.

# Sponsorship details

	PLATINUM	GOLD	SILVER
Event pricing	\$25,000	\$13,000	\$7,000
Number of speaking opportunities	2	1	
Summit staff passes	Unlimited	Unlimited	Unlimited
<b>Virtual sponsor lounge</b>			
Virtual lounge package	Premium space	Standard space	Standard space
Branding of sponsor lounge	•	•	•
PDF/PPT download library	3 Pieces	2 Pieces	1 Piece
Custom message graphic	•	•	•
In-booth pre-recorded demo available	•	•	
<b>Lead reporting of attendees that visited lounge space</b>			
	•	•	•
<b>Thought leadership/speaking opportunity</b>			
Participate in keynote panel	•		
Technical breakout session with live Q & A (pre-recorded & content to be approved by Druva)	1 Opportunity	1 Opportunity	
<b>Attendee access</b>			
Opt-in attendee list sent to sponsors post-program	•	•	
<b>PDF insert into summit bag</b>			
Approved by Druva	•		
<b>Brand exposure</b>			
Company logo, description & url on event website	•	•	•
Logo on general session slide	•	•	•
Logo on sponsor thank-you signage in highly visible virtual locations	•	•	•
<b>Social media exposure</b>			
Logo listed on Druva social media outlets	•	•	•
Co-hosted blog post on sponsor web site (content to be approved by Druva)	•	•	
Social media shout out (tweet, retweet, timeline, etc.)	2 Opportunities	1 Opportunity	1 Opportunity
Logo listed in pre-event marketing email blast from Druva	•	•	
Logo listed in post-event marketing email blast from Druva	•	•	•
Mention in Druva event press release	•		
Access to Druva event marketing kit (produced by Druva)	•	•	•
<b>Traffic-building activity</b>			
Participation in gamification program	•	•	•



# Sponsor contract

To reserve your sponsorship, please sign and email the contract back to [sponsorships@druva.com](mailto:sponsorships@druva.com).

## Sponsorship level - please check selections:

**Platinum Sponsorship**  
Investment: \$25,000 USD

**Gold Sponsorship**  
Investment: \$13,000 USD

**Silver Sponsorship**  
Investment: \$7,000 USD

**Grand Total:** \$ \_\_\_\_\_ USD

## Sponsor information

**Company Name** (please list out name exactly as to be used for promotional purposes):

**Company Address** (Street, City, State, ZIP, Country):

**Marketing Contact** (for show logistics):

**Email:** \_\_\_\_\_ **Phone:** \_\_\_\_\_

**Specify PO# for reference on invoice** (optional): \_\_\_\_\_

The above-named Company has received and reviewed the Druva, Inc. Event Sponsorship Agreement and hereby agrees to all terms and conditions contained therein.

\_\_\_\_\_  
**Signature of Authorized Person**

\_\_\_\_\_  
**Name and Title of Authorized Person**

Payments will be processed by Enterprise Events Group who will be managing all sponsorship invoicing and payments. A representative from Enterprise Events Group will contact sponsors upon signed contract with further details.

## Acceptance and confirmation of sponsorship by Druva

\_\_\_\_\_  
**Signature of Authorized Druva Representative**

\_\_\_\_\_  
**Name**

# Druva, Inc.

## Event Sponsorship Agreement

This Event Sponsorship Agreement (“Agreement”) is entered into by and between Druva, Inc. (“Druva”) and the party identified below (“Sponsor”). This Agreement becomes effective upon the issuance of a written confirmation notice by Druva that Sponsor’s application has been accepted (the “Effective Date”). Druva has the sole authority to accept or reject an application to Sponsor the Event and to determine which Sponsors are the best fit for Event attendees. By submitting an event sponsorship application, Sponsor is agreeing to be bound by the terms and conditions of this Agreement, should Druva approve Sponsor’s application.

**Event Title:** DxP, the cloud data protection summit 2020

**Event Date(s):** November 17, 8:00 a.m. – 1:00 p.m. PST

**Event Format:**  In Person  Virtual  Hybrid

**Sponsor:** \_\_\_\_\_

- 1. Event Sponsorship Level and Benefits; Non exclusivity.** In consideration of the Sponsorship Fee (as defined in Section 2 below), and subject to the terms and conditions of this Agreement, Druva will provide Sponsor with the rights and benefits of Sponsorship applicable to the level of sponsorship for which Sponsor’s application was approved (“Sponsor Level”), and applicable to the Event Format in which the Event is being conducted (which may include in-person, virtual, or a combination of in-person and virtual elements). Sponsor acknowledges and agrees that Sponsor is not the sole or exclusive sponsor of the Event, and that Druva is entitled to permit other persons or entities to act as sponsors of the Event, or to refrain therefrom, in its sole discretion.
- 2. Event Fees and Payment.** In consideration of being accepted as a Sponsor for the Event, and the rights and benefits associated with such sponsorship applicable to Sponsor’s approved Sponsor Level (“Benefits”), Sponsor will pay Druva the sponsorship fee applicable to the Sponsor Level (“Sponsorship Fee”). Druva may invoice the Sponsorship Fee at any time following the Effective Date, and Sponsorship Fees are due and payable in full [thirty (30)] days after the date of such invoice. Sponsorship Fees are nonrefundable except as provided in Section 3 below.
- 3. Cancellation.** Sponsor may cancel at any time by written notice to Druva. In the event that Sponsor provides written notice of cancellation at least 60 days prior to the Event, Druva will refund 50% of the Sponsorship Fee. Cancellations received less than 60 days prior to Event dates will not receive a refund of any Sponsorship Fees and the cancelling Sponsor will be required to pay any outstanding amounts due hereunder. Any Sponsor that does not complete payment will be barred entry into the Event, without refund. Any Sponsor that does not meet its financial obligations with regards to this Agreement will be responsible for all outstanding debts, as well as attorney’s and collections fees related to such debts.
- 4. Admission/Registration.** All Event attendees, including Sponsor employees and support staff, must register and comply with applicable participation guidelines and policies. Druva shall have the sole control over admission policies to the Event at all times. Sponsor acknowledges and agrees:
  - a. Registrations are personal and individual, and are not transferable.

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- b. Sponsor registration will be available online within a reasonable time following the Effective Date.
  - c. Attendees will be issued, and must present in order to attend, applicable participation credentials, such as badges, wrist bands, access codes or keys, login credentials, or similar, as applicable, which will be included in attendance packages.
  - d. Access to Event agenda may be restricted based on availability and registration type.
5. **Event Restrictions.** Specific restrictions for In-Person and Virtual portions of the Event are specified in **Appendix A**. For all portions of the Event, Sponsor agrees:
- a. Sponsor will comply with all applicable laws.
  - b. Sponsor shall not in any manner indicate that a Druva recommendation, endorsement or approval of Sponsor or Sponsor’s product(s) or service(s) has been given by Druva merely because Druva has allowed such product(s) or service(s) or literature to be displayed at the Events.
  - c. No visual or audio recording or transmission of the Events may be made by or on behalf of Sponsor without the prior written consent of Druva.
6. **Sponsor’s Use of Event Logo and Name.** Pursuant to the terms of this Agreement, Druva hereby grants to Sponsor a non-exclusive, non-transferable, non-sublicensable, royalty-free limited term license to use the Event name and logo (“Druva Marks”) only to accurately and not misleadingly identify Sponsor’s sponsorship of the Event (including referencing its specific Sponsorship Level). Sponsor shall not make any use of any Druva Mark in a manner that suggests any affiliation with Druva, or any endorsement by Druva of any of Sponsor’s products or services. The Druva Marks and all goodwill of the business associated therewith are and will remain the exclusive property of Druva. Use of the Druva Marks shall at all times adhere to the use guidelines in this Agreement, and any associated trademark usage guidelines Druva may publish or provide to Sponsor from time to time. The foregoing license shall expire the earlier of: (i) any breach of the terms of this Agreement; or (ii) at the conclusion of the Event.
7. **Druva’s Use of Sponsor’s Logo and Name.** Sponsor hereby grants to Druva a non-exclusive, non-transferable, non-sublicensable, royalty-free limited term license to use Sponsor’s name and logo (“Sponsor Marks”) in connection with the Event, including marketing and promotional materials for the Event, in order to accurately and not misleadingly identify Sponsor’s participation at the Event (including referencing its specific Sponsorship Level). Druva shall not make any use of any Sponsor Mark in a manner that suggests any affiliation with Sponsor, or any endorsement by Sponsor of any of Druva’s products or services. The Sponsor Marks and the goodwill of the business appurtenant thereto are and will remain the exclusive property of Sponsor. In addition, Sponsor hereby grants a non-exclusive, non-transferable, non-sublicensable, royalty-free limited term license to use, reproduce, distribute, display, and perform any Sponsor content submitted in connection with this Agreement, for the purpose of providing the applicable Sponsor Benefits, including the right to exercise such rights through one or more tiers of digital distribution providers in connection with online promotion and/or delivery of Virtual portions of any sponsored Event. The foregoing licenses shall expire the earlier of: (i) Sponsor’s cancellation of this Agreement; or (ii) at the conclusion of the Event. Notwithstanding the foregoing, the license will survive for any use of Sponsor Marks in recordings of the Event, and with respect to identifying on a historical basis the fact of Sponsor’s sponsorship of the Event.
8. **Promotions.** Druva reserves the right to prohibit, limit or discontinue the distribution of any online or offline gift, giveaways, contests, raffles, drawings, hospitality suite, or associated virtual gathering or any similar type of promotion in any way related to the Event (“Promotions”). Any such Promotions will be

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subject to the prior written approval of Druva, and by submitting any such request to Druva, the Sponsor expressly agrees that even if such approval is given, (i) Sponsor accepts complete responsibility for any such Promotions, including compliance with all laws and regulations applicable thereto, and agrees to indemnify and hold harmless Druva for any claims related to such Promotions, and (ii) Druva is not obligated in any way to announce, promote, endorse, participate in, or otherwise be associated with any such Promotion.

9. **Confidentiality.** Sponsor may receive certain information from Druva that is designed as confidential, or should be recognized as confidential given the nature of the information or the circumstances surrounding its disclosure (“Confidential Information”). Confidential Information includes, but is not limited to: customer and potential customer information (“Customer Information”), product road maps and other information about current and future Druva products, services, partnerships, or promotions, and attendee and presenter information and associated content. Sponsor agrees not to disclose any Confidential Information to any third party, or otherwise use the Confidential Information, except as explicitly authorized by Druva. The provisions of this section do not apply to information that: (i) was rightfully in Sponsor’s possession on a nonconfidential basis before receiving it from Druva, (ii) became a matter of public knowledge through no fault of Sponsor, (iii) was rightfully received from a third party without a duty of confidentiality, or (iv) was independently developed by Sponsor without use of or access to the Confidential Information. Sponsor’s duty to protect Confidential Information in accordance with this section shall continue until such information qualifies for one of the foregoing exceptions. If applicable law or court order requires disclosure of Confidential Information other than as permitted herein, Sponsor shall (w) notify Druva in writing in advance of such disclosure, (x) provide Druva with copies of any related information so that Druva may take appropriate action to protect such Confidential Information, (y) disclose only that portion of the Confidential Information that is legally required to be disclosed, and (z) use reasonable efforts to obtain confidential treatment for any Confidential Information so disclosed. All Confidential Information remains the property of Druva, and no right to the Confidential Information is granted hereby other than as expressly stated herein. Sponsor agrees to return all Confidential Information and any copies thereof to Druva immediately upon Druva’s written request, and/or destroy all copies in Sponsor’s possession.

10. **Warranty Disclaimer.** ALL CONFIDENTIAL INFORMATION IS PROVIDED ON AN “AS IS” BASIS, AND DRUVA DISCLAIMS ALL REPRESENTATIONS, CONDITIONS AND WARRANTIES, EXPRESS OR IMPLIED, INCLUDING FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY AND NON-INFRINGEMENT. DRUVA MAY DISCLOSE INFORMATION RELATED TO ITS DEVELOPMENT AND PLANS FOR FUTURE PRODUCTS, FEATURES OR ENHANCEMENTS (“ROADMAP INFORMATION”). ROADMAP INFORMATION IS SUBJECT TO CHANGE AT ANY TIME, WITHOUT NOTICE. DRUVA PROVIDES NO ASSURANCES, AND ASSUMES NO RESPONSIBILITY THAT FUTURE PRODUCTS, FEATURES OR ENHANCEMENTS WILL BE INTRODUCED IN THE TIMEFRAME PRESENTED OR AT ALL. SPONSOR ACKNOWLEDGES THAT: (A) ANY PURCHASING DECISIONS ARE NOT BEING MADE BASED UPON RELIANCE OF TIMEFRAMES OR SPECIFICS OUTLINED IN THE ROADMAP INFORMATION, AND (B) PURCHASING DECISIONS WOULD NOT BE AFFECTED IF DRUVA NEVER INTRODUCES THE FUTURE PRODUCTS, FEATURES OR ENHANCEMENTS. DRUVA RESERVES THE RIGHT AT ANY TIME NOT TO RELEASE A COMMERCIAL VERSION OF THE FUTURE PRODUCTS OR, IF RELEASED, TO ALTER PRICES, FEATURES, LICENSING TERMS, OR OTHER CHARACTERISTICS OF THE COMMERCIAL RELEASE.

11. **Meetings and Hospitality Events.** Sponsor shall not hold any meetings or events that conflict with the Event.

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12. **Indemnification.** Sponsor will, at its expense, (i) defend or settle any claim, suit or proceeding that is instituted by a third party against Druva, to the extent such claim, suit, or proceeding arises out of or is directly related to the breach by Sponsor of this Agreement, or the use by Company of any unaltered Sponsor Marks; and (ii) pay all damages finally awarded therein against Druva or agreed upon in settlement by Sponsor; provided, however (a) Druva promptly notifies Sponsor in writing of such a claim, (b) Sponsor shall not settle any such claim in a way that would subject Druva to any admission of guilt or monetary payments without Druva's prior written approval, and (c) that the foregoing indemnity shall not apply to claims, suits, expenses, damages or other liability to the extent they directly arise out of any negligent or reckless act or admission of or breach of this Agreement by Druva.
13. **Limitations of Liability.** IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF, OR IN CONNECTION WITH, THIS AGREEMENT, WHETHER OR NOT SUCH PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. IN NO EVENT SHALL DRUVA'S LIABILITY UNDER THIS AGREEMENT EXCEED THE AMOUNT OF THE FEE.
14. **Force Majeure.** If as a result of wind, fire, flood, natural disaster or any other such cause, or as a result of pandemic, governmental intervention, malicious damage, acts of war, terrorism, strike, lockout, labor dispute, riot or any other cause or agency over which Druva has no control, Druva decides it is necessary to cancel, postpone, or re-site the Event or reduce the exhibit time, Druva shall not be liable to indemnify or reimburse the Sponsor in respect of any damage or loss, direct or indirect, arising as a result thereof.
15. **Amendments.** Any and all matters not specifically covered by this Agreement, or any other policies and requirements set forth in the sponsorship confirmation and invoice notice, shall be determined by Druva in its sole discretion. Druva shall have the full power to interpret, amend, and enforce this Agreement, provided any amendments, when made, are brought to the notice of the Sponsor. Sponsor, for itself and its employees, agrees to abide by this Agreement and by any amendments or additions thereto in conformance with the preceding sentence.
16. **Default.** If this Agreement is breached by Sponsor, Druva is entitled to exclude Sponsor from the Event and seek remedies for damages caused by such violations, including without limitation, reasonable attorneys' fees. No waiver of any breach of this Agreement shall be held to be a waiver of any subsequent breach.
17. **Communications.** Any notices, questions or communication regarding this Agreement or the Event should be provided by email to [sponsorships@druva.com](mailto:sponsorships@druva.com).
18. **Miscellaneous.** This Agreement constitutes the entire agreement between the parties and supersedes all previous agreements, oral or written, with respect to the subject matter of this Agreement. Sponsor may not assign this Agreement without Druva's prior written consent, directly or indirectly, and any change of control of Sponsor shall be deemed to constitute an assignment for purposes of the foregoing. This Agreement shall be governed by and construed in accordance with the laws of the State of California without giving effect to its conflicts of law rules, and the parties agree that jurisdiction for any claim or dispute arising from or related to this Agreement resides in the federal and state courts situated in Santa Clara County, California.

# Appendix A

## 1. Restrictions for In-Person portions of the Event.

### a. Display.

- i. All products, services, or literature displayed must fit within the allotted space (i.e., 15' x'15 or 20' x 20' Lounge) and may not exceed 96 inches in height from the floor up. Electrical power will be available to Sponsor. Exhibits may not project beyond the space allotted or interfere with traffic or other exhibits, including line of sight. Exhibits may not extend into any aisle. Exhibits may not include hanging signage. No additional furniture beyond that provided by Druva's turnkey package or that available through Druva's show decorator in conjunction with the Event program is permitted. Druva reserves the right without recourse to prohibit any portion of any exhibit, which, in its opinion, is not suitable, or in keeping with the character of the Event. This reservation of rights by Druva applies to persons, things, conduct, printed matter, catalogs, and any other material relating to or affecting the Event. Druva retains sole discretion and authority in the placement, arrangement, and appearance of all displays.
- ii. Tacking, posting, taping or nailing signs, banners, etc. to any permanent walls or woodwork will not be permitted. Any damage to the exhibit hall by Sponsor or its employees or agents shall be paid for by Sponsor.

### b. Booth Assignment.

- i. Sponsor shall not assign, sublet or apportion the whole or any portion of booth allotted, nor exhibit or display therein any literature other than that produced or distributed by the Sponsor in the regular course of his/her business.
- ii. Firms and representatives of firms not assigned exhibit space are prohibited from soliciting business in any form in the exhibition area. Violators of this prohibition will be promptly ejected from the Event.

- c. **Admission.** Admission to the Event will be by applicable participation credentials, such as badges, wrist bands, access codes or keys, login credentials, or similar, and all Sponsor personnel must wear such credentials in the exhibit hall. All Sponsor personnel must also abide by established registration fee and/or policy requirements of Druva.

- d. **Public Areas.** The use of any public area outside of the exhibit area for the display of products and/or services or demonstrations or the distribution of circulars, samples or other material is prohibited.

- e. **Audio and Video Equipment.** No loudspeakers or audio or video equipment that interfere with adjoining Sponsors will be permitted in the exhibit area.

- f. **Compliance with Law.** Sponsor shall not use or permit the exhibit area to be used in conflict with any law, ordinance, rule or regulation of any governmental authority; in any manner which constitutes waste or nuisance; or any manner which causes damage or injury to the Event venue. The assigned space, and its installation, maintenance, and breakdown shall be solely the responsibility of Sponsor.

- g. **Distribution of Marketing Material.** The aisles, passageways, and overhead spaces remain strictly under the control of Druva. This includes all Event function space, the show floor or other property. Sponsor personnel to include booth staff, models, hostesses, and any hired help are permitted to

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distribute samples, souvenirs and printed materials, provided: (a) there is no interference with adjoining Sponsors; and (b) such distribution is conducted in a dignified manner within the confines of the exhibit booth. Branded sponsor personnel are not permitted to walk the Event function space, the show floor or other property for the purposes of advertising their brand, solution, etc.

h. **Liability for Property Damage.** Druva will not be responsible for the loss of any of Sponsor's property or materials by or for any cause. Sponsor must make provisions for safeguarding their goods, equipment, and displays at all times. Sponsor hereby assumes responsibility for and agrees to indemnify, defend, save and hold harmless, Druva, the Event venue, and each of their respective managers, officers, directors, members, sponsors, employees, agents, successors and assigns from and against any loss, damage, claim, liability and expense (including reasonable attorneys' fees), including personal injury or property damage or loss, arising out of or in connection with Sponsor's participation in the Events. Sponsor understands that neither Druva nor the Event venue maintain insurance covering Sponsor's property and it is the sole responsibility of the Sponsor to obtain such insurance. Sponsor shall be fully responsible to pay for any and all damages to property which results from any act or omission of Sponsor.

i. **Insurance.** All property of Sponsor is understood to remain under its custody and control at all times, whether in transit to and from or within the confines of the exhibit area and Sponsor shall maintain insurance covering Sponsor's property.

2. **Restrictions for Virtual portions of the Event.**

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# DxP

## The cloud data protection summit 2020

November 17th at 8:00 a.m. – 1:00 p.m. PST

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### All sponsorships must be confirmed by Friday, September 30, 2020

For more information or to reserve your sponsorship spot, email [sponsorships@druva.com](mailto:sponsorships@druva.com).

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