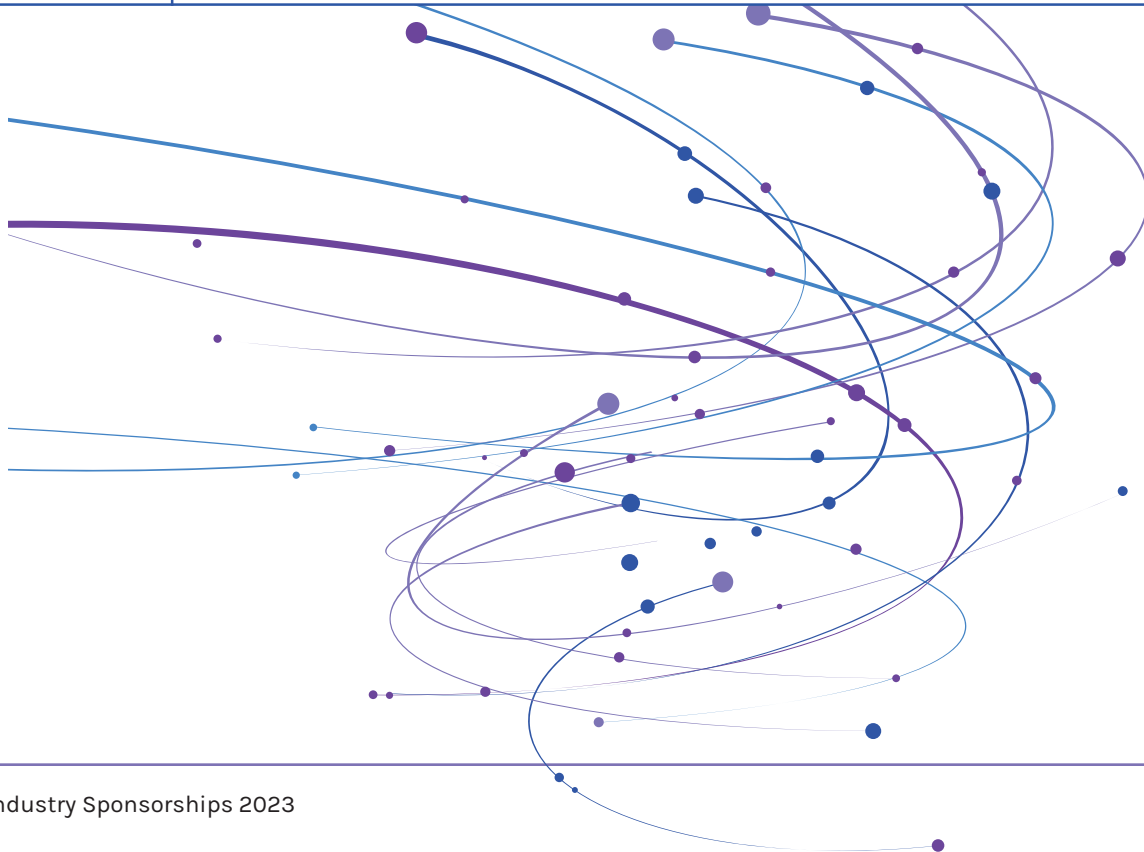


Optica Industry Summit 2023 Sponsorship Levels

Sponsor level	Description	Cost
Platinum Sponsorship	Benefits Include	\$10,000
	<ul style="list-style-type: none"> Hyperlinked logo on event website and marketing emails 	
	<ul style="list-style-type: none"> Logo on printed material, including program book and event signage 	
	<ul style="list-style-type: none"> Recognition from host at opening/closing of event 	
	<ul style="list-style-type: none"> Banner ad* placement on event website 	
	<ul style="list-style-type: none"> Sponsored material* displayed at registration table 	
	<ul style="list-style-type: none"> Sponsored slide* displayed during the event breaks 	
	Exclusive to Gold Sponsors	
<ul style="list-style-type: none"> One full page ad* placement in program book 		
<ul style="list-style-type: none"> Opportunity to give sponsored remarks 		
<ul style="list-style-type: none"> Two (2) complimentary registrations 		
Gold Sponsorship	Benefits Include	\$7,500
	<ul style="list-style-type: none"> Hyperlinked logo on event website and marketing emails 	
	<ul style="list-style-type: none"> Logo on printed material, including program book and event signage 	
	<ul style="list-style-type: none"> Recognition from host at opening/closing of event 	
	Exclusive to Silver Sponsors	
	<ul style="list-style-type: none"> Banner ad* placement on event website 	
	<ul style="list-style-type: none"> Sponsored material* displayed at registration table 	
	<ul style="list-style-type: none"> Sponsored slide* displayed during the event breaks 	
<ul style="list-style-type: none"> One (1) complimentary registrations 		

Optica Industry Summit 2023 Sponsorship Levels

Sponsor level	Description	Cost
Silver Sponsorship	Benefits Include	\$5,000
	• Hyperlinked logo on event website and marketing emails	
	• Logo on printed material, including program book and event signage	
	• Recognition from host at opening/closing of event	
Introductory Sponsorship	Benefits Include	\$2,000
	• Logo on printed material, including program book and event signage	
	• Logo on supporting material, options include, but are not limited to, one of the following: give-aways supplied by Company (e.g. pen, charger, notebook), napkins, cups, etc.	
	• Recognition from host at during break events	



Terms and Deadline:

This proposal/promotional opportunity agreement is confidential.

By reserving the above promotional item(s) you agree, on behalf of your organization, to pay in full, the agreed upon sponsorship amount by Friday, 29 September 2023. Any cancellations of promotional opportunities will result in a forfeiture of 100% of the total agreed upon rate. Signature of company representative below indicates agreement with these terms. This agreement between Optica and Sponsor is confidential. Sponsorship selection: _____.

IN WITNESS WHEREOF, the Parties have executed this Agreement.

Name of Company: _____

Optica

Signature: _____

Signature: _____

Print name: _____

Print name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Sponsorship Fee. By reserving the above sponsorship, Sponsor agrees to pay in full, the corresponding sponsorship fee within ten (10) days. Upon receipt of payment by Optica, the sponsorship fee is nonrefundable, and any cancellation by Sponsor will result in forfeiture of the entire fee.

Term and Termination. The term of this Agreement shall commence upon receipt of the sponsorship fee by Optica and expire upon conclusion of sponsored event, unless earlier terminated pursuant to this Section. This Agreement may be terminated: (a) immediately at any time upon mutual written agreement of the Parties; (b) by either Party upon the other Party's material breach of this Agreement, provided that the nonbreaching Party provide written notice of such breach to the breaching Party, and such breach has not been cured within thirty (30) days of the breaching Party's receipt of said notice; or (c) in accordance with the Force Majeure provision below.

Trademarks. Sponsor hereby grants to Optica during the term of this Agreement a limited, revocable, non-exclusive, non-sub licensable, nontransferable, worldwide, royalty free, license to use and display Sponsor's name, logo and trademarks to fulfill Optica's obligations in this Agreement and for promotional, marketing and such other purposes. Sponsor shall have the right to mention, promote, and feature its sponsorship of the sponsored event in its marketing, advertising and promotional materials and corporate communications. To this extent, Optica agrees to provide Sponsor a limited, revocable, non-exclusive, non-sublicensable, nontransferable, worldwide, royalty free, license to use and display Optica's name, logo or trademarks, as provided by Optica, in accordance with Optica's logo and trademark usage guidelines. The licenses provided by the Parties to each other shall terminate upon the conclusion of the sponsored event or upon termination of this Agreement, whichever is sooner.

Confidentiality. The terms of this Agreement are confidential and shall not be disclosed to any third parties.

No Joint Venture. The Parties are independent contractors. The Parties agree that nothing contained in this Agreement will be construed to constitute the Parties as co-owners or participants in a joint or common undertaking, joint venture, employment relationship, or partnership. Neither Party is an authorized to act as an agent of the other Party, nor shall either Party have the right, power, or authority to bind the other Party to any obligations.

Force Majeure. Optica may terminate or suspend its obligations under this Agreement if such obligations are delayed, prevented, or rendered impracticable by force majeure events, which include but are not limited to the events listed below, within three (3) months prior to the sponsored event, to the extent that such force majeure events are beyond Optica's reasonable control: fire; flood; earthquake; environmental disasters; civil commotion; terrorism; threats of terrorism; pandemic; epidemic; travel, gathering capacity or social distancing restrictions or recommendations issued by a governmental agency or health organization such as the World Health Organization or US Center for Disease Control; insurrection; act of god; labor disputes; curtailment of local, national, or international transportation facilities or services with a significant impact on domestic and/or international travel; economic factors that would make it impracticable to hold the sponsored event as scheduled; in the event, for whatever reason(s), that fifty (50) percent or more of the anticipated attendees are prevented or unreasonably delayed from attending the sponsored event as scheduled; any law, ordinance, rule or regulation which becomes effective after the date of the execution of this Agreement, which may adversely affect attendance at the sponsored event; or other exigent circumstance or emergency making it impractical, inadvisable, illegal or impossible to hold the sponsored event. Optica shall give written notice of termination or suspension of this Agreement within twenty (20) business days of any such force majeure event, and shall not be liable for any delay or inability to perform.

Indemnification. Each Party agrees to defend, indemnify, and hold harmless the other party and the other party's officers, employees and agents from and against all demands, claims, actions, penalties, judgments, and liabilities caused by: 1) its own negligent act or omission, intentional misconduct or breach of this Agreement; or 2) the negligent act or omission, intentional misconduct or breach of this Agreement its officers, employees or agents. The Parties agree that this provision shall survive the expiration or termination of this Agreement.

Limitation of Liability. Sponsor agrees that any liability of Optica hereunder shall not exceed the amount of the sponsorship fee paid by Sponsor. In no event shall Optica be liable for any indirect, consequential, punitive, or incidental damages, even if advised of the possibility of such damages. No claim may be made against Optica unless suit is filed thereon within one (1) year after conclusion of the sponsored event.

Compliance with Laws. The Parties shall comply with all applicable national, state and local laws, regulations and rules, as well as applicable US federal laws (including but not limited to the Export Control Act of 2018, ITAR, EAR, the Foreign Corrupt Practices Act and any current or future amendments thereto) and international laws, conventions or treaties. Either Party may terminate this Agreement in the event this Agreement or the relationship of the Parties is or at any time in the future becomes illegal or against US public policy.

Governing Law and Jurisdiction. This Contract shall be exclusively governed by, construed and enforced in accordance with the laws of the State of New York without reference to its choice of law doctrine. Sponsor agrees that the sole jurisdiction and venue for any litigation arising from or relating to this Contract shall be an appropriate federal or state court located in the District of Columbia. The Parties hereby waives trial by jury in any action, proceeding, or counterclaim related to this Agreement. The prevailing Party in any litigation shall be entitled to recover its reasonable attorney fees and costs.

Notices. Any notice or communication required or permitted by this Agreement to be given to a Party shall be in writing and shall be deemed given: (i) if delivered personally or by commercial messenger or courier service; (ii) if mailed by registered or certified mail (with return receipt confirming delivery); or (iii) if sent via email with a return receipt requested. Notices to Optica shall be addressed to CEO, Optica, 2010 Massachusetts Avenue NW, Washington, DC 20036-1023, Phone: (202) 416-1484, Facsimile: (202) 416-6130, Email: legal@optica.org. Notices to Sponsor shall be addressed to {insert}.

Event Rules & Regulations. Sponsor agrees to abide by all rules and regulations governing the sponsored event that have been or may in the future be issued by Optica. Optica reserves the rights, in its sole reasonable discretion, to amend such rules and regulations at any time. Sponsor and Sponsor's employees and agents shall comply with Optica's policies and Code of Conduct (available at <https://www.optica.org/about/policies/>), which are incorporated herein by reference.

Competing Events. Sponsor shall not conduct any competing event during, immediately before or immediately after the sponsored event without Optica's prior written approval, which may or may not be given in Optica's sole discretion.

Miscellaneous. This Agreement represents the entire Agreement of the parties and supersedes any other understanding of the parties concerning the subject matter herein. This Agreement may be modified only by the written consent of both parties. No waiver or modification shall be valid or binding unless in writing and signed by the waiving Party. Any provision of this Agreement which is held by a court of competent jurisdiction to be prohibited by law or unenforceable shall be ineffective to the extent of such prohibition or unenforceability, without invalidating or rendering unenforceable the remaining portions of this Agreement. Neither Party may assign or transfer its rights and obligations hereunder without the express written consent of the other Party. This Agreement shall inure to the benefit of the Parties' successor and lawful assigns. There are no third-party beneficiaries to this Agreement and no person or entity not a party hereto will have any right or cause of action under this Agreement. The parties may execute this Agreement in separate counterparts and by the exchange of faxed or emailed signatures, all of which taken together constitute one and the same instrument. The individuals signing this Agreement represent and warrant that they each have the power and authority to enter into this Agreement on behalf of the Party each represents and to bind such Party to the obligations contained herein.