



PASS SQLSaturday Licensing Agreement

This is an agreement ("Agreement") between Professional Association for SQL Server ("PASS") and _____, as a (indicate type of entity)

natural person, corporation, association, partnership, or other individual legal entity (specify _____) ("You").

PASS SQLSaturday is a free one-day training event for data professionals.

Please read and consider the below terms of the Agreement carefully. By signing this Agreement, You certify that You understand and agree to the following terms:

1. This Agreement grants You the one-time, non-exclusive, non-assignable right to use the "PASS SQLSaturday" name, logo, website and online tools and infrastructure to promote Your PASS SQLSaturday event identified as follows: "PASS SQLSaturday #____, _____" (the "Event", subject to the terms set forth in this agreement.
2. The duration of this agreement will run from the date of signing to one (1) year following the event date. At the conclusion of this agreement, you agree to delete all attendee data obtained through the PASS event portal and online tools. You are solely responsible to protect the privacy of any data in your possession that you have collected and processed from the PASS SQLSaturday event portal. As an organizer and processor, if you breach these obligations, you could be held liable for compensation.
Access to the online tools and database will be revoked following the conclusion of this agreement.
3. You are solely responsible and liable for the management and conduct of the Event including but not limited to, its organization, promotion, presentation, and any pre-Event, and/or post-Event activities. Not limiting the generality of the foregoing, You shall also be responsible, and assume all liability for:
 - a. The selection, engagement and payment of any independent contractors or service providers who may be necessary or desirable to promote or produce the Event, including providers of meeting space, catering, technology, or audio/visual services.
 - b. Confirming Speakers and/or Co-Speakers are registered for the event through the registration tool provided by PASS. All speakers must agree to the terms and conditions when registering for your event.
 - c. Any errors, omissions, actions, incidents, or occurrences related to, or that take place at, the Event.
 - d. The income, use or sales tax consequences to You of any monies or other assets or benefits received by You by reason of the Event, and the reporting and filing of any forms or other

documentation with local, state, provincial, or federal revenue authorities.

4. You understand that Pre-Con Sessions fall outside of the scope of the Event. You are solely responsible and liable for the management of any Pre-Con Sessions and conduct of any and all persons attending any Pre-Con Sessions in any capacity. Should you choose to add a Pre-Con Session to the event, you hereby indemnify PASS for any and all claims made by or against PASS for any and all acts or occurrences which take place during a Pre-Con Session.
5. Subject to Section 2 above, PASS will provide You with the following services in conjunction with the Event:
 - a. Consultation on the organization and promotion of the Event, which may include suggestions concerning potential sponsors, venues, volunteers, and other resources necessary or desirable for the conduct of the Event.
 - b. Use of PASS owned or controlled technology infrastructure, including use of PASS event portals, registration tools and databases to manage the Event.
6. You are solely responsible for the management, recognition, reconciliation and tax requirements of all money and financial transactions related to the Event, including all revenue and expenses, and the payment of any service providers.
 - a. PASS will not under any circumstances recognize or accept responsibility for Event finances, revenues, or expenses, nor will PASS report any Event transactions, revenues or expenses to any governmental taxing or revenue authorities.
 - b. PASS may be involved in the disbursement of Sponsor related funds to Your Event on behalf of its Global Alliance Partners.
 - c. You must use one or more of the following to manage and reconcile all funds related to the Event:
 - i. A PayPal merchant or PayPal personal account
 - ii. Direct bank wire
 - iii. Check
7. You will protect the integrity and reputation of the PASS name and trademarks, including "PASS SQLSaturday", and conduct the Event subject to the following requirements and limitations:
 - a. You agree that You will not charge admission to attend the Event
 - b. While You may charge a reasonable fee, up to a maximum of \$15 USD, to provide a meal or other food service to the Event registrants, You may not deny any individual the right to attend the Event because that individual did not purchase a meal or food service.
 - c. You will make a good faith effort to accommodate any third parties that are interested in and have the means to be Sponsors of the Event, but not to the detriment of any other third parties, whether venues, vendors, third parties, or individual participants. You may place a cap on the total number of Event sponsors, provided the cap is higher than one (1).
 - d. You will use the PASS SQLSaturday event portal provided to You as the Event's main site.

- e. You should use only the database and reporting tools provided to You by PASS. You shall not use any other tools to store or report personal or financial information that may be considered confidential or proprietary about Your sponsors or registrants, including but not limited to, a combination of first and last name and any one (or more) of the following:
 - i. Email address
 - ii. Phone numbers
 - iii. Addresses
 - iv. Passwords
 - v. Financial account numbers
 - vi. Credit card numbers
 - vii. Social security numbers
 - viii. Driver's license or government issued identification numbers.
- f. You agree that You will treat all registrant or sponsor registration information as personal and confidential and financial information as private and confidential. You further agree that You will abide by PASS' Privacy Policy (available at <http://www.pass.org/Governance/Policies/PrivacyPolicy.aspx>), as well as all privacy laws applicable in Your jurisdiction, and that PASS shall not have any responsibility or liability related to Your accidental, illegal, or unethical use or disclosure of this information. You shall, in addition comply with the following limitations on the use of information about Event registrants:
 - i. You agree that you will not grant access to the reporting tools or database without prior specific or general authorization of PASS.
 - ii. Event registrants may receive an email from the event organizers on behalf of a sponsor. Email information will be obtained directly through the PASS SQLSaturday registration list. No information will be passed along to a sponsor unless that individual has provided express consent to opt-in.
 - iii. You may give applicable Sponsors the contact information of Event registrants who have given express consent to be contacted by Sponsors directly.
 - iv. You may only use the PASS SQLSaturday email tool to contact registrants about the Event. You may not contact any registrant about any other activity, event, business or user group unless You have obtained specific permission from the Event registrant.
- g. You are obligated to give sponsors proper notice of Your and PASS' separate legal liabilities. You must include PASS' standard disclaimer (currently embedded in the sponsor template) in the footer of any and all sponsor plans that You design or use related to the Event.
- h. You will not remove or tamper with any disclaimers or notices that may reasonably be construed as legal or financial in nature on Your PASS SQLSaturday event portal(s) without PASS' written permission.
- i. You will not remove or tamper with the banners on the PASS SQLSaturday event portal(s) without PASS' written permission.
- j. The PASS SQLSaturday logo must remain in its branded state, including color. You will not modify, tamper, or embed within another logo/design, the PASS SQLSaturday logo without PASS' prior written permission.

- k. If you become aware of a personal data breach, you agree to notify PASS without undue delay and You agree that You will assist in advising data subjects when there has been a personal data breach.
8. You will ensure the safe and successful execution of Your Event, including but not limited to:
 - a. If feasible and affordable, purchasing event insurance to cover You and registrants at the Event;
 - b. Performing all covenants and obligations You have agreed to in the agreements with third parties (e.g. sponsors);
 - c. Ensuring and being responsible for the lawful behavior of the Event volunteers and assistants under Your authority;
 - d. Reporting all appropriate financial transactions to the appropriate revenue service within our territory as required by law.
 9. PASS shall be identified as the primary supporter of the Event, but this will not indicate responsibility for the Event. You acknowledge and agree that:
 - a. You may opt-in to receive event support funding from PASS up to a maximum of \$250 USD, to help offset Event related costs.
 - b. PASS will receive a sponsor table in the sponsor area or near registration of the Event, if space is available.
 - c. A public thank you/acknowledgement to PASS will be made at the start or conclusion of the Event.
 - d. PASS will provide a SQLSaturday Power Point template for speakers who wish to use it at their event.
 - e. PASS has the option to participate in any Event raffles and drawings.
 - f. No Event sponsor shall be deemed as providing a higher level of supporting than PASS.
 10. You will indemnify and hold PASS harmless from any and all claims and damages, including, but not limited to, direct, special, or consequential damages, resulting from legal actions (whether civil or criminal; whether tortious or contractual) in any way arising from or incidental to the agreements You make with third parties, including, but not limited to) venues, vendors, or individual participants in the Event, and Your failure to perform any or all of the terms of those contracts or agreements.
 11. PASS reserves the right to revoke this license or transfer this license to another individual if, in its sole discretion, PASS deems this Agreement to have been violated by You or any entity acting under or with Your authority, or if, in PASS' sole discretion, PASS concludes that You are or will be unable to successfully lead or host the Event, for any reason including, but not limited to, illness, natural disaster, family tragedy, conflicts of interest, loss of employment, etc. However, in such an occurrence, PASS will not revoke or transfer this license without prior discussion with You, and if the license is to be transferred, PASS will consult with You to determine a transferee.
 12. In the event that PASS wishes to exercise its right to revoke the license, PASS will endeavor to give You reasonable opportunity to cure the breach of agreement or identify an appropriate transferee for

the license.

- 13. PASS reserves the right to decline an organizer the opportunity of running a future SQLSaturday event if, for any reason, PASS determines that your actions may damage the reputation of PASS.

Signatures

Signed ("PASS")

Date

Signed ("YOU")

Date