



THE EVENT /

THURSDAY, MARCH 23, 2023

WHAT IS OPEN SOURCE 101?

Open Source 101 is a one-day conference focusing on the "basics" of open source. Content is generally introductory - intermediate level in nature and is designed as an "on- ramp" to open source, open tech and the open web for most and as a refresher for others. The goal is to provide enough education and guidance so those attending can effectively contribute to and consume open source and generally operate within an open source environment.

TARGET AUDIENCE

New, early career and veteran technologists, community leaders, executives, decision makers, and college/ university/code school tech students. Basically, those interested in learning more about open source technologies and processes. Includes developers, programmers, designers, engineers, scientists, community leaders, business leaders, BA's, QA's, and students of all types.

FORMAT

The 2023 conference will take place in-person in downtown Charlotte, NC at the University of North Carolina at Charlotte's (UNCC) Dubois Center. Keynotes and a number of sessions will be live streamed and available all over the world. Speakers will deliver talks across multiple tracks including Technologies, Processes, Community and Projects.

EXPECTED ATTENDANCE

An in-person and virtual audience of 500+ active participants is expected.

LOCATION

The University of North Carolina at Charlotte's (UNCC) Dubois Center will serve as host venue. It is ultra-modern with auditorium, lecture hall and classroom seating.



PAST EVENTS

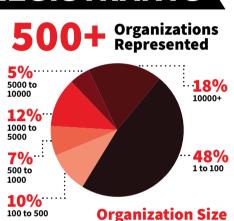
2022 BY THE NUMBERS

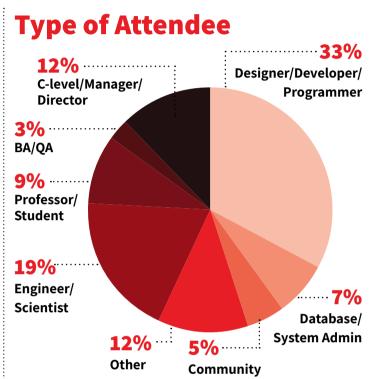
2022 was a virtual event



78
Countries
Represented

43% Attendees influence spending decisions in their company/ organization.





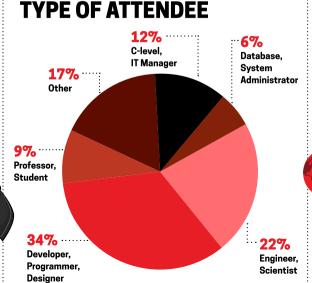
2020 BY THE NUMBERS

2020 was the last in-person, pre-COVID event



417 influence spending decisions in their company / organization.







SPONSORSHIP OPPORTUNITIES

GOLD SPONSOR / \$5,000

PRE-EVENT

- Premium placement of company logo in all pre- event marketing, to include website and emails and across a variety of social media platforms.
- Corporate logo with hyperlink prominently displayed on the front page of www.openSource101.com.
 Two (2) dedicated messages (ads) in pre-event emails
- linking to URL of the sponsor's choice. (Subject to ATO approval).
- Credit in marketing messaging for making live streaming possible and free for those registering and participating. Includes messaging on the registration page, in blog posts and in social media campaigns.
- Multiple mentions in social media posts.
- One (1) blog post solely about the sponsor used to promote the event. Content must be approved by ATO.

ONSITE / AT EVENT

- Exhibit table (6 ft) and choice of location. Includes access to power and wireless internet.
- Logo and link displayed on live stream page in visible location.
- Track sponsorship, which includes onsite signage. Available on first-come, first-served basis and while opportunities last (5 tracks available).

POST-EVENT

- Access to full list of all opted-in attendees with name, email, company name and title.
- Premium placement of sponsor logo included in postevent email communication.
- Placement of two (2) messages/offers in the official OS101 post-event virtual swag bag.

SILVER SPONSOR / \$2,500

PRE-EVENT

- Secondary placement of company logo in all pre- event marketing.
- Secondary placement of corporate logo with hyperlink on the front page of www.OpenSource1 Multiple mentions in social media posts.
- One (1) dedicated message (ad) in pre-event emails linking to URL of the sponsor's choice. (Subject to ATO approval).

ONSITE / AT EVENT

 Exhibit table (6 ft) and choice of location. Includes access to power and wireless internet

POST-EVENT

- Access to full list of all opted-in attendees with name, email, company name and title.
- Sponsor logo included in post- event email communication.
- One (1) message/offer in the official OS101 post-event virtual swag bag.

UNDERREPRESENTED SCHOLARSHIPS / \$3,500

Because we've structured the event to be low-cost. help us make scholarships available to historically underrepresented individuals and organizations in the area. Includes pre-event blog post, onsite signage, exhibit table and two registrations, and social media promotion.

STUDENT SCHOLARSHIPS / \$3,500

Help us make registration free for area computer science and technically-focused students. Includes pre-event blog post, onsite signage, exhibit table and two registrations, and social media promotion.

LUNCH & BEVERAGE / \$3,500

Make lunch and beverages possible onsite and become an immediate crowd favorite. Includes pre-event blog post, onsite signage, exhibit table and two registrations, and social media promotion.





Open Source 101 2023 TERMS & CONDITIONS

(Please complete form below and return)

This Sponsorship Agreement (the "Agreement") is entered into by and between All Things Open ("ATO") and the stated sponsor listed on page 3 of this document ("Company/Company's") (together, the "Parties" and each, a "Party") with effect from the date listed in the signature block on page 3 of this document (the "Effective Date"). The following terms and conditions apply to Company's participation in and sponsorship of the Open Source 101 conference, taking place March 23, 2023 (the "Event"):

1. INTELLECTUAL PROPERTY

- **1.1.** During the term of, and subject to the provisions of this Agreement, Company hereby grants to ATO a non-exclusive, non-assignable, royalty-free, revocable right to use the name and logo of Company for the sole purpose of marketing said Company and associated products and services in connection with the Event. To the extent permitted to do so pursuant to this Section 1.1, ATO shall use Company's logo/marks solely in accordance with Company's logo use guidelines (as provided) and will comply promptly with requests to change any such usage so as to conform to those guidelines.
- **1.2.** Any materials provided by Company to ATO in connection with Company's sponsorship of or other participation in the Event ("Materials") shall remain the property of the Company. ATO shall maintain and shall not remove any and all Company marks, logos or other indications of Company ownership that appear on the Materials.

2. INDEMNIFICATION

- **2.1.** Company will defend, indemnify and hold harmless ATO, its Affiliates and their employees, contractors, agents, officers and directors from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including without limitation attorneys fees) arising out of or related to any claim, suit, action or proceeding arising out of or relating to (a) an allegation that Company marks or materials infringe a third party's United States patent or copyright, or misappropriates such third party's trade secrets; and (b) Company's gross negligence or willful misconduct.
- **2.2.** ATO will defend, indemnify and hold harmless Company, its Affiliates and their employees, contractors, agents, officers and directors from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including without limitation attorneys fees) arising out of or related to any claim, suit, action or proceeding arising out of or relating to (a) an allegation that ATO has infringed a third party's intellectual property rights; and (b) ATO's gross negligence or willful misconduct.

3. LIMITATION OF LIABILITY

In no event shall either party or any of its members, officers, employees, contractors, facilities, representatives, agents, or assigns be liable for any special, indirect, consequential, punitive, or incidental damages, however caused, whether based on contract, negligence, strict liability in tort, warranty, or any other legal theory, including but not limited to, lost or damaged data, substitute goods, lost profits, lost revenue, loss of anticipated profits, interruption of business, loss of goodwill, computer failure or malfunction, interruption of service, or loss of use of equipment, facilities or services. In no event shall any aggregate liability of a party exceed the amount of the fee paid by Sponsor under this Agreement.

4. EXHIBITOR CONDUCT / AGREES TO COMPLY

Company - should it choose to be an Exhibitor at the event - agrees to comply with and abide by the All Things Open Code of Conduct identified at the URL www.allthingsopen.org/ato-code-of-conduct. In addition, all Exhibitors and their representatives shall conduct themselves in a manner consistent with standards of decency and good taste. ATO reserves the right to regulate and/or restrict exhibits to suitable methods of operation and display of materials and will work with Company prior to the event to reach agreement. Exhibitors and their representatives shall not enter into another Exhibitor's space without permission or when unattended. Attendants, models, and other employees must confine their activities to the contracted exhibit space. In the event of such restriction or regulation, ATO is not liable for any refunds of rental fees or other exhibit expenses.

5. CANCELLATION

Company can cancel participation in the 2023 Open Source 101 conference with written notice to info@allthingsopen.org. Company is entitled to a refund of any funds previously paid according to the following schedule:

- Sixty (60) days (Friday, January 27, 2023) prior to Day One of the conference (March 23): 75% of any monies paid
- Forty-five (45) days (Friday, February 10, 2023) prior to Day One of the conference (March 23): 50% of any monies paid
- Thirty (30) days or less (Friday, February 24, 2023) prior to Day One of the conference (March 23): 0% of any monies paid

In the event the Event is cancelled by All Things Open due to acts of force majeure or otherwise, Company will receive a refund of any monies paid according to the schedule identified above. *Please note the schedule assumes benefits will be received by Company in the weeks / months leading up to the Event, including things such as logo(s) inclusion on the event website and in marketing materials, (possible) promotional blog posts, etc.

Force Majeure, as defined by ATO, shall mean acts and events not within the parties' control, and which the parties have been unable, by the exercise of due diligence, to avoid or prevent. Events of force majeure include without limitation: acts of God; strikes, lockouts or other industrial disputes; epidemics, pandemics, civil disturbances, acts of domestic or foreign terrorism, wars within the continental United States, riots, or insurrections; landslides, lightning, earthquakes, fires, storms, floods or washouts; arrests or restraint of governments and people; declarations of emergencies by applicable Federal, State, or local authorities; or explosions.

If the Event is rescheduled for acts of force majeure (including coronavirus) and/or other reasons, Company will be given a choice of transferring its sponsorship to the rescheduled event at no extra cost or receiving a refund of monies due (according to the above schedule).

If the in-person portion of the Event is cancelled by All Things Open or by another "official" entity due to health-related or attendance concerns, All Things Open retains the right to host the Event entirely on a virtual platform of its choosing on March 23, 2023.

6. PHOTOGRAPHY / VIDEO RECORDING

No exhibit, performance, or event presented at the show shall be photographed, videotaped, broadcast, or recorded for commercial use, sale, or distribution of any kind by the Company without express written consent prior to Day One of the event. Exhibitors shall not photograph or videotape the exhibit or product of another exhibitor without the prior written consent of ATO and the Exhibitor involved. ATO reserves the right to photograph and/or videotape any exhibit at the show for use in request for proposals, future promotional materials, and otherwise as determined by ATO. Nothing in this section restricts Company's right photograph or videotape its own exhibit, trademarks, products, or activity that includes Company's employees (e.g., a Company employee speaking at an event). Company may use such photographs and videos without obtaining any authorization from ATO. Company agrees that it will not violate any third party rights.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.



PLEASE NOTE this is an editable PDF form which can be filled out using Adobe Acrobat®

SPONSORSHIP BENEFITS:(Company) shall serve	e as a non-exclusive sponsor of the Event and agrees to pay the
sponsorship fee of \$USD ("Sponsorship Fee"	"). In exchange, Company shall receive the benefits outlined which opportunities are identified on page 5 of the 2023 OS101
prospectus document.	which opportunities are identified on page 3 of the 2023 OS101
YOUR COMPANY INFORMATION (Plea	ase complete form below and return)
	Company Name
Street Address	
City, State	Zip Code
Phone Number	Fax Number
Email	Website
Other Contact Information	
PAYMENT INFORMATION	CANCELLATION POLICY
☐ Gold \$5,000 ☐ Silver \$2,500 ☐ Underrepresented Scholarships \$3,500 ☐ Student Scholarships \$3,500 ☐ Lunch & Beverage \$3,500	Cancellation for sponsors will only be accepted in writing via email (sent to info@allthingsopen.org, subject line "Cancellation") or letter sent to PO Box 5333, Columbia SC 29250. Correspondence must be received and refunds will be issued according to the schedule identified in the Terms & Conditions (pages 6 and 7 of this document).
Payment Options ☐ Check - Please forward an invoice ☐ Credit card or fund transfer - Contact Todd Lewis directly at 803.240.1213 to make payment	ATO notified before Friday, January 27, 2023 - 75% refund; ATO notified before Friday, February 10, 2023 - 50% refund; No refunds issued after Friday, February 24. *Note, if ATO cancels the event for any reason all sponsorship dollars can 1). be applied toward the rescheduled event, or 2). be
TOTAL AMOUNT DUE \$	refunded according the above schedule. Complete, scan and email this form to: For further information or questions contact: JENNIFER SUBER, Event Coordinator Jennifer@allthingsopen.org / 803.608.6161
Name	
Signature	

