



Sponsorship Agreement

This **Sponsorship Agreement** (this "**Agreement**"), dated as of 15 April 2021 (the "**Effective Date**"), is by and between Internet Society, a District of Columbia non-profit corporation with offices located at 11710 Plaza America Drive, Suite 400, Reston, VA 20190 U.S.A. (the "**Internet Society**" or "**ISOC**") and **African Network Information Centre (AfriINIC) Ltd**, with a registered office located at 11th Floor, Standard Chartered Tower, 72201, Cybercity Ebene, Republic of Mauritius (the "**Sponsor**").

WHEREAS, the Internet Society is the organizer of the Central Africa Peering Forum taking place virtually on 29 April 2021 and the West Africa Peering Forum taking place virtually in July 2021 (the "**Event**"); and

WHEREAS, Sponsor has agreed to become a sponsor of the Event, as described more fully below.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Sponsor and ISOC (hereinafter, collectively, the "**Parties**", or each, individually, a "**Party**") agree as follows:

1. Sponsorship.

1.1 As consideration for the Sponsorship Rights, Sponsor will pay ISOC the non-refundable amount of \$1,000 USD (the "**Sponsorship Funds**") within thirty (30) days of signature of this Agreement. Notwithstanding the above, if ISOC has not received the Sponsorship Funds at least 5 business days prior to the Event it will have no obligation or liability with respect to the Sponsorship Rights (but Sponsor will not be relieved of its obligation to pay the Sponsorship Funds).

1.2 In consideration of payment of the Sponsorship Funds as required under this Agreement, ISOC shall provide the sponsorship rights set forth on Exhibit A (the "**Sponsorship Rights**"). Sponsor acknowledges and agrees that the Sponsorship Rights are non-exclusive and that nothing in this Agreement will prevent ISOC from entering into any sponsorship arrangement with any third party for the Event or otherwise. Sponsor further acknowledges and agrees that any recognition or acknowledgement of Sponsor provided by ISOC shall satisfy, in the judgment of the Organization, the definition of "use or acknowledgement" contained in Treasury

Regulation Section 1.513-4(c), including without limitation the absence of “advertising” as defined in subsection (iv) of said Regulations. ISOC shall not be required to directly endorse or otherwise promote any of Sponsor’s products or services.

1.3 Sponsor acknowledges and agrees that, as between Sponsor and ISOC, ISOC (a) will manage all components of the Event, (b) will have all programmatic control and decision-making authority over the Event, and (c) will have the sole right to determine the format of the Event, including whether to have an in-person or virtual Event. Sponsor agrees that Sponsor shall have no rights in connection with the Event other than the Sponsorship Rights.

1.4 In the event that, for whatever reason, ISOC is unable to deliver any of the Sponsorship Rights, ISOC may, in its discretion, substitute alternate rights and benefits without liability or penalty.

1.5 Sponsor hereby grants ISOC, and ISOC hereby accepts, a limited, non-exclusive, worldwide right and license to use Sponsor’s name, trademarks, logos, designs, and other identifiers (collectively, “**Sponsor Marks**”) (a) to identify Sponsor as a sponsor of the Event in promotional, marketing and other informational materials and communications regarding the Event, and (b) as otherwise necessary to provide the Sponsorship Rights. Sponsor represents and warrants that it owns the Sponsor Marks and that it has all necessary rights, permissions and authority to grant the foregoing license and right. Sponsor will indemnify, defend and hold ISOC harmless against any and all claims, liabilities, damages, and costs (including reasonable attorneys’ fees) brought against or incurred by ISOC as a result of its use of the Sponsor Marks.

1.6 ISOC hereby grants Sponsor, and Sponsor hereby accepts, a limited, non-exclusive, worldwide right and license to use ISOC’s name, trademarks, logos, designs, and other identifiers (collectively, “**ISOC Marks**”) solely to identify itself as a sponsor of the Event in promotional, marketing and other informational materials and communications regarding the Event; provided, however, that any such use shall require the express approval of ISOC. No other rights are granted or licensed to Sponsor under this Agreement by implication, estoppel, statute, course of dealing, or otherwise.

2. Term. This Agreement commences as of the Effective Date and terminates on the day following the Event unless earlier terminated by ISOC with notice to Sponsor. In the event of a termination, provisions that by their nature would be understood to survive a termination will so survive.

3. Limitation of Liability. Except for providing the Sponsorship Rights in accordance with this Agreement, in no event will ISOC have any liability to Sponsor, its related entities, or any of their respective officers, directors, personnel, representatives or agents in any way arising from the Event or this Agreement.

4. Notices. All notices, requests, consents, claims, demands, waivers, and other communications under this Agreement (each, a "Notice") must be in writing and addressed to the other Party at its address in the preamble of this Agreement (or to such other address that the receiving Party may designate from time to time in accordance with this Section) and delivered by personal delivery, nationally recognized overnight courier, or certified or registered mail (in each case, return receipt requested, postage prepaid). A Notice is effective only (a) on receipt by the receiving Party, and (b) if the Party giving the Notice has complied with the requirements of this Section.

5. Assignment. Sponsor shall not assign, transfer, delegate, or subcontract any of its rights or obligations under this Agreement without the prior written consent of ISOC. Any purported assignment or delegation in violation of this Section shall be null and void. No assignment or delegation shall relieve Sponsor of any of its obligations hereunder. ISOC may at any time assign or transfer any or all of its rights or obligations under this Agreement without Sponsor's prior written consent. This Agreement is binding on and inures to the benefit of the Parties and their respective successors and permitted assigns.

6. Force Majeure. Sponsor acknowledges and agrees that ISOC will have no liability or obligation (including to refund any Sponsorship Funds) in the event that ISOC cannot provide the Sponsorship Rights and/or cannot conduct the Event for reasons beyond ISOC's reasonable control. ISOC agrees to notify Sponsor promptly following ISOC's determination that it will not be able to provide the Sponsorship Rights or conduct the Event for any such reasons.

7. Other. This Agreement, together with any related exhibits and schedules, constitutes the sole and entire agreement between the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding such subject matter. If any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement. This Agreement may not be amended or modified except in a writing

signed by an authorized representative of each Party. No waiver by any Party of any of the provisions of this Agreement shall be effective unless in a writing and signed by the Party so waiving. No failure to exercise, or delay in exercising, any right, remedy, power, or privilege (“**Right**”) arising from this Agreement shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any Right preclude any other or further exercise thereof or the exercise of any other Right.

8. No Third-Party Beneficiaries. This Agreement benefits solely the Parties and their respective successors and permitted assigns and nothing in this Agreement, express or implied, confers on any third party any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

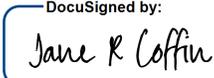
9. Choice of Law. This Agreement and all matters arising out of or relating to this Agreement, is governed by, and is to be construed in accordance with, the laws of the Commonwealth of Virginia, without regard to the conflict of laws provisions thereof.

10. Choice of Forum. Each Party irrevocably and unconditionally agrees that it will not commence any action, litigation, or proceeding of any kind whatsoever against the other Party in any way arising from or relating to this Agreement, in any forum other than the courts of the Commonwealth of Virginia. Each Party irrevocably and unconditionally submits to the exclusive jurisdiction of such courts.

11. Counterparts. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the Effective Date by their respective officers thereunto duly authorized.

INTERNET SOCIETY

DocuSigned by:

By: _____
Name: Jane R Coffin
Title: SVP, Internet Growth
Date: Apr-28-2021 | 06:42 PDT

AFRINIC LTD

DocuSigned by:

By: _____
Name: Arthur Carindal
Title: Head of Stakeholder Engagement
Date: Apr-28-2021 | 01:02 PDT

EXHIBIT A
SPONSORSHIP RIGHTS

Event Sponsor: Regional Peering Forums

- 29 April 2021- Central Africa Peering Forum
- July 2021 - West Africa Peering Forum

Total amount: \$1,000 (\$500/event)

Sponsorship entitles AfriNIC Ltd to the following sponsor recognition and benefits:

- Logo displayed on the virtual event website, with link to company URL
- Recognition of sponsorship at start and/or end of virtual event – thank you by host
- Logo displayed on virtual event signage throughout event
- Sponsorship recognized on social media
- Recognition of sponsorship in pre and post event communications
- Logo included in video reel playing at start and end of event (animated logo preferred)