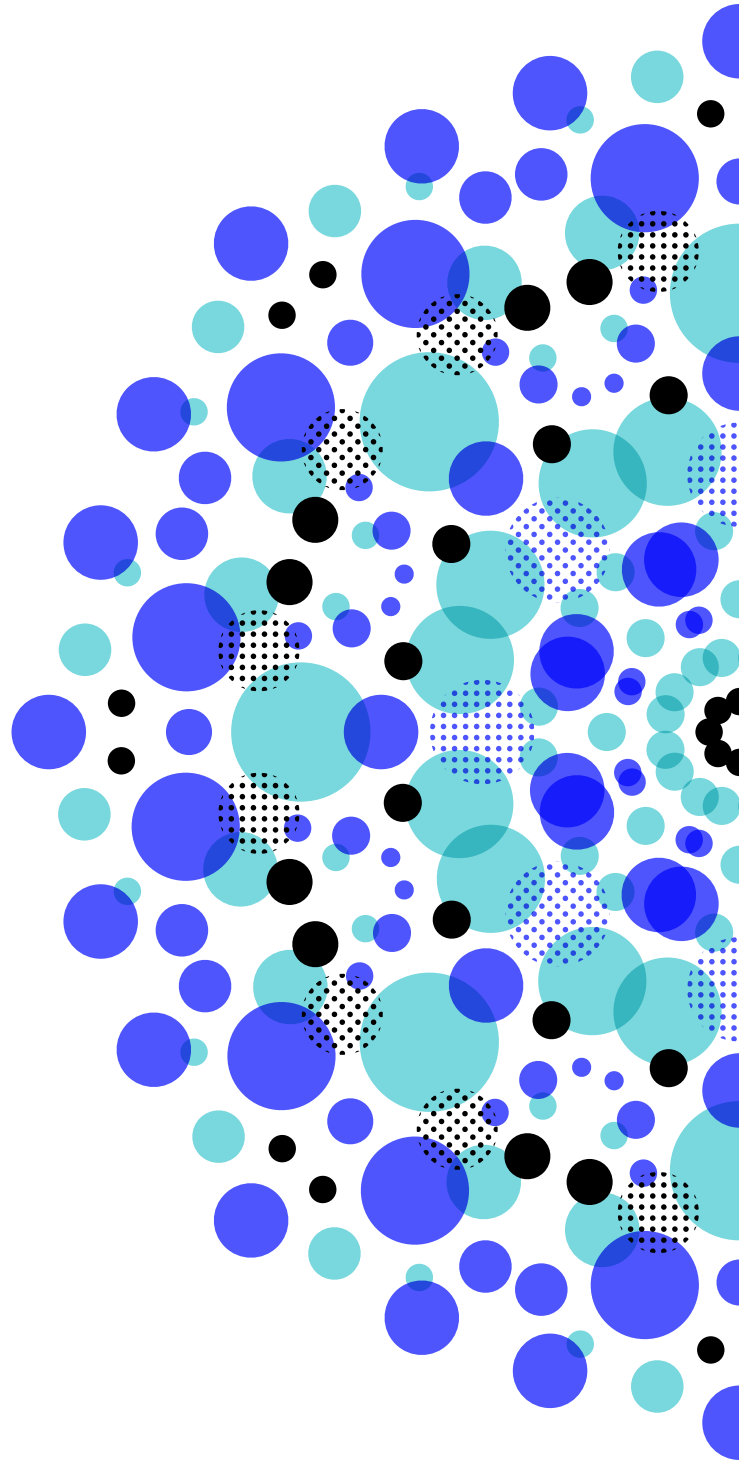


BEYOND.2019

DATA ANALYTICS CONFERENCE

Sponsorship Prospectus

October 15-17 - Conference
October 14 - Partner Summit
Sheraton Hotel, Dallas, Texas



It's time to go Beyond 2019

ThoughtSpot is proud to invite you to join us as a sponsor at Beyond 2019. At Beyond 2019, you will have the unique opportunity to not only showcase your technology but to also position yourself as data and analytics visionary to over 1,000 attendees from the world's top global enterprises.

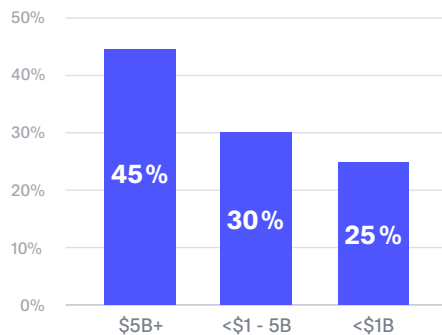


Sign up today, booth selection will be based on level and contract date.

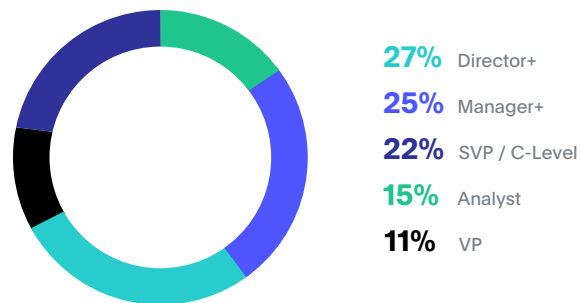
[Sign up](#)

Audience Profile

Company Size



Job Level



Public Sector & Private Sector



Industry Breakdown



Sponsorship Inclusions

Sponsor Level	Gold (Limited Quantity)	Silver	Exhibitor
PRICE	\$30,000	\$15,000	\$8,500
REGISTRATION			
Complimentary Full Conference Registration	12	8	4
\$100-off Customer Registration Codes	50	25	15
Eligible for the 5-for-1 Registration Promotion	✓	✓	✓
CONTENT & ENGAGEMENT			
Dedicated 45-Minute Breakout Session	1		
Dedicated Meeting Rooms	1		
Theater Sessions *	1	1	
Inclusion in Passport to Prizes with Raffle	✓	✓	✓
VIP Experience Event Passes	2		
ONSITE EXPOSURE			
Turnkey Exhibit Space	10 × 20	10 × 20	10 × 10
Promotional Tweet, Facebook Post & LinkedIn	✓	✓	
Mobile App Listing	✓	✓	✓
Company Logo on Event Signage	✓	✓	✓
Conference Bag Insert *	✓	✓	
Keynote Walk-in Video *	30 Seconds		
Lead Retrieval Machines	2	1	1
PRE-EVENT & POST-EVENT PROMOTIONS			
Logo Location on Beyond Website	Premium	Medium	Small
Name, Logo, Company Description & Hyperlink on Beyond Website	100 Words	50 Words	Logo Only
Pre-Event Email Communication to Registered Opt-in Attendees Sent by Beyond *	1		
Logo on Conference Emails to Registered Attendees	✓	✓	
Inclusion in Press Release	✓	✓	
Attendee List From Dedicated Breakout Session	✓		
Post-Event Email Communication to All Opt-in Attendees Sent by Beyond *		1	

* Must be pre-approved by ThoughtSpot

Exhibitor Application

The company identified below ("Exhibitor") applies for sponsorship and exhibit space at the event identified above ("Event") pursuant to this application and the attached terms and conditions (the "Application"). Contact **sponsorship@thoughtspot.com** for any questions concerning the Event.

SELECT SPONSOR LEVEL

☐

Gold

☐

Silver

☐

Exhibitor

EXHIBITOR INFORMATION

Company Name:

Name for Marketing Purposes:

Address:

City: State/Province:

ZIP/Postal Code: Country:

Telephone: Fax:

VAT / GST number (if applicable): URL:

Primary Contact: Title:

E-mail: Telephone:

You will receive a confirmation email upon receipt of this contract with instructions on sponsorship deliverables.

Exhibitor may elect to pay by credit card or by invoice by selecting option 1 or 2 below. By electing to pay by credit card, this application authorizes Garnish Events to charge your authorized credit card an additional 3% as a processing fee.

PAYMENT OPTIONS

1. Payment by Credit Card:

☐ American Express ☐ MasterCard ☐ Visa ☐ Check Payment

Card Number:

Expiration Date: Security Code:

Name on Card: Signature:

2. Payment by Invoice:

PO Required? ☐ Yes ☐ No

If required, please enter
PO number:

Checks should be made payable to Garnish Events and sent within 10 days of returning this contract to:
Garnish Events, PO Box 80595, South Dartmouth, MA 02748.

By signing below, you represent that you are the company representative named below with the authority to represent Exhibitor, that the performance of Exhibitor's obligations hereunder is duly authorized, and that you bind Exhibitor to the terms and conditions of this Application.

Name:

Date:

Title:

Signature:

Exhibitor Application Terms and Conditions

These Application terms and conditions are an agreement between Exhibitor and ThoughtSpot, Inc. ("ThoughtSpot"). Exhibitor and ThoughtSpot shall be referred to individually as a "party" and collectively as the "parties." The individual accepting this Application on behalf of Exhibitor represents that he or she has authority to represent Exhibitor and commit funds on its behalf, and has read and understood all the provisions of this Application. The applicant should not apply for, register with or otherwise sponsor or exhibit at the Event if it does not wish to accept the terms of this Application.

1. ACCEPTANCE

ThoughtSpot may refuse to accept this Application for any reason, including for any missing or inaccurate registration information or for lack of apparent authority to bind Exhibitor to the terms of this Application. For Exhibitor's records, within fifteen (15) business days of the date of submission of this Application ThoughtSpot will deliver a notification e-mail to the Primary Contact address provided by Exhibitor expressly indicating that Exhibitor's Application was received and confirming the availability of the selected opportunities. Exhibitor's participation in the Event and the opportunities is subject to Exhibitor's payment of the applicable fees and compliance with the terms of this Application.

2. INSURANCE

Exhibitor shall, at its sole cost and expense, maintain in effect throughout the Event, including move-in and move-out days, a certificate of insurance showing that there is in effect Commercial General Liability insurance coverage for bodily injury and property damage, including coverage for personal injury. Each policy shall specifically name ThoughtSpot and its directors, officers, employees and agents as additional insured thereunder, shall be primary insurance, and shall extend coverage between all named insured against any claim arising out of or in connection with Exhibitor's participation in the Event, its contractors, subcontractors, employees and/or agents including all costs of defending any such claims. Exhibitor acknowledges that the certificate of insurance requirement in the foregoing sentence shall not be deemed waived, nor shall Exhibitor be relieved of its obligation to maintain such certificate, even if ThoughtSpot provides Exhibitor with the benefits hereunder without having received such certificate from Exhibitor. ThoughtSpot shall, at its sole cost and expense, maintain in effect throughout the Event a certificate of insurance for the benefit of guests, visitors and invitees, a copy of which is available to Exhibitor upon request.

3. PAYMENT

Upon execution, fees due under this agreement are non-cancelable, fully earned when due and, except as expressly provided herein, non-refundable when paid. Failure to remit payment as agreed may result in reassignment of exhibition space and/or rescheduled speaking engagements at the Event, or termination of this Application by ThoughtSpot in its sole discretion. Upon notification from ThoughtSpot to Exhibitor, ThoughtSpot may apply payments by Exhibitor hereunder to any obligation that is past due under any other event-related agreement between Exhibitor and ThoughtSpot.

- **Payment by Credit Card:** If Exhibitor chooses to pay by credit card, ThoughtSpot will promptly contact the Accounting Contact named in the Application to conduct a credit card transaction. ThoughtSpot shall not retain Exhibitor's credit card information in its records.
- **Payment by Invoice:** If Exhibitor chooses to pay by invoice, ThoughtSpot will promptly issue an invoice to Exhibitor by e-mail to the Accounting Contact named in the Application. Payment shall be due: (i) net thirty (30) days from the date of submission of this Application; or (ii) immediately upon the date of submission of this Application, if fewer than thirty (30) days remain from the date of submission of this Application to the start date of the Event.

4. TAXES

Exhibitor is solely responsible for the payment of all taxes, duties, fees and similar governmental assessments (including sales and use taxes, value-added taxes, goods and services taxes ("Sales Taxes")) applicable to Exhibitor's participation in the Event and shall indemnify and hold ThoughtSpot harmless from such assessments. Where required by law, Sales Taxes shall be itemized at the rate applicable on a tax invoice issued by ThoughtSpot or by one of its affiliated companies and paid in addition thereto by Exhibitor. Exhibitor shall itemize its VAT or GST identification number(s) on the Application for: (i) the country where Exhibitor has established its business ("Principal Place of Business"); and/or (ii) any other country where Exhibitor has a fixed establishment ("Fixed Establishment"). The benefits described in the Application shall be provided to Exhibitor's Principal Place of Business and/or Fixed Establishment in accordance with the VAT or GST identification number(s) provided by Exhibitor.

5. TRADEMARKS

Each party hereby grants to the other a limited, revocable, paid-up, royalty-free, non-sublicensable, non-transferable, non-exclusive license to use the logos, service marks and trademarks it provides to the other party expressly for the purposes of promotion and production of the Event ("Trademarks"), including without limitation the relationship between the parties and each party's products and services. Display of each party's Trademarks shall be subject to the Trademark owner's trademark usage guidelines as provided to the other party, and each party will cooperate with the other to maintain that party's goodwill associated with its Trademarks. Exhibitor's trademark usage guidelines may be sent to ThoughtSpot by email to ThoughtSpot's marketing department. Each party is expressly prohibited from any use of the other party's Trademarks in a manner that is likely to cause confusion or that will disparage the other party or its products or services, or otherwise diminish or damage its goodwill in its Trademarks. As between the parties, all rights, title and interest throughout the world in and to each party's Trademarks are owned exclusively by that party. Except as expressly granted in this Application, no party shall have rights of any kind in the other party's Trademarks. In its sole discretion, ThoughtSpot may withhold or withdraw permission to display items or distribute souvenirs, advertising or any other material containing the ThoughtSpot Trademarks.

6. EVENT RECORDINGS

Exhibitor acknowledges that the Event may be recorded and reproduced. Exhibitor hereby authorizes ThoughtSpot to record, transcribe, modify, perform, reproduce, display, distribute and transmit in any form and for any purpose any such recording of the Event, and Exhibitor and Exhibitor's employees agree to execute any related additional release(s) provided by ThoughtSpot as reasonably necessary to protect ThoughtSpot's rights therein. Exhibitor hereby releases ThoughtSpot, its designees, successor and assigns from, and waives all claims it or its employees or agents may possess, now or in the future, in connection with such activities, and expressly waives any statutory restriction on waivers of future claims or moral rights.

7. CONFIDENTIALITY

As used herein, "Confidential Information" shall mean information provided by one party to the other during or in relation to, the Event and its organization, including: (i) any non-public technical or business information of either party, including without limitation any information relating to a party's techniques, ideas, concepts, algorithms, source code, methodologies, workflows, implementation processes, current and future products and services, research, engineering, designs, financial information, procurement requirements, manufacturing, customer lists, business forecasts, roadmaps, marketing plans, pricing, discounts and proposals; (ii) any other information of either party that is disclosed in writing or orally and is designated as

“Confidential” or “Proprietary” at the time of disclosure or that due to the nature of the information the receiving party would reasonably understand it to be confidential information of the disclosing party; and (iii) these Application terms and conditions. Confidential Information shall not include any information that: (i) is or becomes generally known to the public through no fault or breach of this Application by the receiving party; (ii) was rightfully in the receiving party’s possession at the time of disclosure without an obligation of confidentiality on the receiving party; (iii) is independently developed by the receiving party without use of the disclosing party’s Confidential Information; or (iv) the receiving party rightfully obtains from a third party not under a duty of confidentiality and without restriction on use or disclosure.

- **Obligations.** Each party shall maintain in confidence all Confidential Information of the disclosing party and shall not use such Confidential Information except for the purpose permitted under this Application. Each party shall use commercially reasonable measures to maintain the confidentiality of such Confidential Information, but not less than the measures it uses for its confidential information of similar importance and in no event less than reasonable care. Each party shall limit the disclosure of such Confidential Information to those of its employees and contractors with a bona fide need to access such Confidential Information for a party’s exercise of its rights and obligations under this Application; provided that all such employees and contractors are subject to binding disclosure and use restrictions at least as protective as those set forth herein. Upon termination of this Application, or upon the disclosing party’s request, the receiving party shall deliver to the disclosing party or, at the disclosing party’s option, destroy all of the disclosing party’s property, including but not limited to all electronically stored information and passwords to access such property, or Confidential Information owned by the disclosing party that the receiving party may have in its possession or control, subject to the requirements of local law or regulation.
- **Required Disclosures.** A party may disclose the disclosing party’s Confidential Information to a court or governmental body pursuant to a valid court order, law, subpoena or regulation; provided that the receiving party: (a) promptly notifies the disclosing party of such requirement as far in advance as possible; and (b) provides reasonable assistance to the disclosing party in any lawful efforts by the disclosing party to resist or limit the disclosure of such Confidential Information.
- **Equitable Remedies.** The parties agree that the receiving party’s disclosure of Confidential Information except as provided herein would result in irreparable injury for which a remedy in money damages would be inadequate. The parties further agree that in the event of such disclosure or threatened disclosure, the disclosing party shall be entitled to seek an injunction to prevent the breach or threatened breach without the necessity of proving irreparable injury or the inadequacy of money damages, in addition to remedies otherwise available to the disclosing party at law or in equity.

8. EXHIBITION SCHEDULE AND PLACE

Prior to the Event, Exhibitor will receive a preliminary floor plan, exhibition schedule, directions relevant to Exhibitor’s participation level, a confirmation of assigned space and identification badges. ThoughtSpot reserves the right to determine, in its sole discretion, exhibitor opportunities available and the number of exhibitors for each opportunity, exhibition hours, the exhibition floor plan, Exhibitor’s exhibition space assignment and the eligibility of Exhibitor for space available. Exhibitor agrees to: (a) comply with all rules and regulations particular to the Event venue, as issued by ThoughtSpot from time to time; (b) set up and dismantle its exhibit within scheduled maintenance hours; (c) keep its exhibit adequately staffed during exhibition show hours; (d) enter the exhibition area strictly during display maintenance hours and exhibition show hours; and (f) refrain from conduct that is objectionable,

obstructive or otherwise inconsistent with the Event. Exhibitor personnel must wear an identification badge when entering the exhibition space, including after hours and during display maintenance hours. Exhibitor may install and dismantle its own display, or use services provided by ThoughtSpot as available. ThoughtSpot will provide general security during Event hours when Exhibitor is prohibited from entering the exhibition space. In the event that Exhibitor’s exhibition space remains unoccupied during the one (1) hour prior to exhibition show hours, Exhibitor agrees to waive its right to an assigned exhibit space and to pay resulting decorating expenses to make the space presentable. Except as otherwise expressly approved in writing by ThoughtSpot, only one sponsorship per corporate group may be purchased for the Event. Except as otherwise expressly approved in writing by ThoughtSpot prior to the Event, Exhibitor shall not assign, sublet or apportion in whole or in part of its assigned exhibit space. Except as otherwise expressly approved in writing by ThoughtSpot, during the Event Exhibitor agrees not to do either of the following within 50 miles of the Event (including the Event facility) during the Event: (i) promote, display or cause to be displayed advertising for Exhibitor’s own products or services except in advertising contained in periodicals or similar regularly-published media; (ii) exhibit in, sponsor, conduct, or promote, any event, class, seminar, training, or group function that is inconsistent with the Event. To the extent Exhibitor employs the services of subcontractors, Exhibitor shall be responsible for the acts and omissions of such subcontractors as if the subcontractors were Exhibitor under this Agreement.

9. EXHIBITION MATERIALS

Exhibitor’s exhibit materials (including, without limitation, products advertised and marketing collateral) must be submitted to ThoughtSpot for approval by the date and in the form communicated to Exhibitor or they shall be deemed rejected. ThoughtSpot may, in its sole discretion and at any time before or during the Event, refuse permission to exhibit any materials that were not approved or that ThoughtSpot deems objectionable, competitive, obstructive or otherwise inconsistent with the Event without liability to Exhibitor and without refund of fees. Exhibitor’s exhibit must remain within the space provided. Exhibits interfering with neighboring exhibits, access or aisles must be shifted or removed at the direction of ThoughtSpot. Except as otherwise expressly approved in writing by ThoughtSpot: (a) no exhibit materials may be nailed, screwed or otherwise affixed to any portion of the building; (b) no food or beverages may be provided to attendees; (c) no hazardous materials may be stored or displayed; (d) sound devices must be operated in a manner to be inaudible beyond the Exhibitor’s assigned exhibit space; (e) distribution of printed matter, souvenirs or other articles must be restricted exclusively to Exhibitor’s exhibit space; and (f) Exhibitor shall not advertise, take orders or sell in the Event facility except in Exhibitor’s assigned exhibit space. Exhibitor is liable for any damage caused by Exhibitor, its employees, contractors or agents, to the Event facility, exhibition equipment and other exhibitors’ property, including without limitation any repairs or cleanup if the premises is not in the same state of repair as before the space was occupied, excluding normal wear and tear. Exhibitor acknowledges that any materials brought to and displayed at the Event are done so at Exhibitor’s own risk and should be safeguarded during maintenance hours and exhibition show hours. ThoughtSpot shall not be responsible for any theft, loss or damage to displays or goods belonging to the Exhibitor.

10. EVENT PLANNING

ThoughtSpot may cancel Exhibitor’s participation in the Event upon written notice to Exhibitor for any reason or no reason in its sole discretion, provided that if any cancellation is without cause ThoughtSpot will refund any amounts paid by Exhibitor under this Agreement as of the date of the cancellation. ThoughtSpot may cancel all or any part of the Event for reasons beyond its reasonable control, including without limitation natural or public disaster, market fluctuation, insufficient participation or sponsorship, government regulation or shutdown, venue construction, labor controversy (including without limitation threatened or actual lockout, boycott or strike), civil

disturbance, acts or threats of terrorism, armed conflict or similar reasons beyond its control. In the event of cancellation, Exhibitor shall receive as its exclusive remedy (and ThoughtSpot's sole liability) a pro rata portion of any fees not already expended on behalf of Exhibitor. ThoughtSpot shall, in its sole and absolute discretion, be entitled to change the dates and/or the venue for the Event up to thirty (30) days prior to the Event start date upon written notice to Exhibitor. ThoughtSpot shall not be liable for any costs, damages, fees or expenses of Exhibitor as a result of such changes in the schedule or venue.

11. PROPER CONDUCT

The parties shall comply, at their sole expense, with: (a) all applicable national, state, city, municipal, and government laws and regulations, including but not limited to fire and safety laws; the Americans with Disabilities Act (if the Event is within the USA); union rules and labor laws; (b) the rights of other parties, including but not limited to all applicable trademark and copyright laws including any performance, reproduction or use of musical, artistic or literary works; and (c) all rules and regulations particular to the Event, the location and the venue, as issued by ThoughtSpot from time to time. Exhibitor is solely responsible for obtaining any licenses and permits that are particular to its attendance and exhibition (excluding those required for the creation of the Event), including payments of all taxes, including sales and use taxes.

12. INTELLECTUAL PROPERTY

Under no circumstances will anything in this Application be construed as granting, by implication or by estoppel or otherwise, a license to any of a party's intellectual property or proprietary technology, or a license to the Trademarks other than as expressly stated above. This Application does not contemplate or provide for the development or joint ownership of any intellectual property. No intellectual property shall be jointly owned or transferred except by separate agreement between the parties.

13. REPRESENTATIONS AND WARRANTIES

NEITHER PARTY (NOR THAT PARTY'S SHAREHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES OR AGENTS) MAKES ANY REPRESENTATION OR GIVES ANY WARRANTY IN CONNECTION WITH THE SUBJECT MATTER OF THIS APPLICATION, INCLUDING WITHOUT LIMITATION AS TO THE QUALITY OR SUCCESS OF THE EVENT, AND TO THE EXTENT PERMITTED BY LAW EACH PARTY HEREBY DISCLAIMS ANY AND ALL REPRESENTATIONS AND WARRANTIES WITH REGARD TO THE SUBJECT MATTER OF THIS APPLICATION, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES, TERMS OR CONDITIONS AS TO MERCHANTABILITY, SATISFACTORY QUALITY OR FITNESS FOR A PARTICULAR PURPOSE. Each party expressly acknowledges and agrees that it has relied on no other representations or warranties and no other representations or warranties have formed the basis of its bargain hereunder.

14. INDEMNIFICATION

Each party agrees to defend, indemnify and hold the other party and that party's shareholders, officers, directors, employees and/or agents harmless against all claims, losses, suits, damages, judgments expenses (including court costs and reasonable attorneys' fees), fines or penalties to the extent resulting from or arising out of: (a) its negligent or intentional acts or omissions resulting in personal injury, death or property damage; (b) its breach of confidentiality obligations described in Section 7; and (c) any third party claim against the other party that any exhibit materials, including communications, promotional and marketing materials used at the Event, to promote the Event or to promote its participation in the Event (expressly excluding any Exhibitor or ThoughtSpot product or service), infringe any third party intellectual property rights.

15. LIMITATION OF LIABILITY

TO THE EXTENT PERMITTED BY LAW NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR LOST PROFITS (WHETHER DIRECT OR INDIRECT) OR REVENUE, COSTS OF COVER OR SUBSTITUTE GOODS OR SERVICES, OR FOR INCIDENTAL, CONSEQUENTIAL, PUNITIVE, SPECIAL OR EXEMPLARY DAMAGES, OR INDIRECT DAMAGES OF ANY TYPE HOWEVER CAUSED, WHETHER BY BREACH OF WARRANTY, BREACH OF CONTRACT, IN TORT, OR ANY OTHER LEGAL OR EQUITABLE CAUSE OF ACTION EVEN IF SUCH PARTY HAS BEEN ADVISED OF SUCH DAMAGES IN ADVANCE OR IF SUCH DAMAGES WERE FORESEEABLE. TO THE EXTENT PERMITTED BY LAW, THE TOTAL, CUMULATIVE LIABILITY OF EACH PARTY ARISING OUT OF OR RELATED TO THIS APPLICATION, WHETHER BASED IN CONTRACT, IN TORT OR ANY OTHER LEGAL OR EQUITABLE THEORY, SHALL BE LIMITED TO THE AMOUNTS PAID OR PAYABLE BY EXHIBITOR AS DESCRIBED IN THIS APPLICATION. THE LIMITATIONS IN THIS SECTION SHALL NOT APPLY TO EITHER PARTY'S OBLIGATIONS UNDER SECTIONS 11 (PROPER CONDUCT), 12 (INTELLECTUAL PROPERTY), OR 14 (INDEMNIFICATION).

16. TERM AND TERMINATION

Unless earlier terminated in accordance with the provisions of this Application, the term of this Application shall be for a period covering the activities related to the Event, or no longer than one year from the commencement date of this Application, whichever is sooner. Exhibitor's failure to meet any of its obligations under this Application, including without limitation Exhibitor's failure to pay any fee due and failure to install, maintain and appropriately staff the Exhibitor exhibit Space, shall give rise to an immediate right by ThoughtSpot to terminate this Application and Exhibitor's participation in the Event and to take possession of Exhibitor's assigned exhibit space. The amounts due to ThoughtSpot as of the effective date of termination of this Application represent an agreed measure of compensation and shall not be construed as a waiver of ThoughtSpot's other rights and remedies in law or equity.

17. AGREEMENT

Exhibitor may not assign Exhibitor's rights (including a change of ownership) or delegate Exhibitor's duties under this Application either in whole or in part without the prior written consent of ThoughtSpot. Any attempted assignment or delegation without such consent will be void. This Application and all claims arising hereunder will be governed by and construed in accordance with the laws of the State of California, excluding the conflict of laws principles. Any judicial action with respect to this Application shall be filed exclusively in the federal or state courts located in the City and County of San Francisco, California, or the County of Santa Clara, California, respectively. The parties hereby irrevocably waive any and all claims and defenses either might otherwise have in any action or proceeding in any of such courts based upon any alleged lack of personal jurisdiction, improper venue, forum non conveniens or any similar claim or defense. If any provision of this Application is for any reason found to be unenforceable, the remainder of this Application will continue in full force and effect to the fullest extent permitted by law. This Application constitutes the complete and exclusive understanding and agreement of the parties and supersedes all prior understandings and agreements, whether written or oral, with respect to the subject matter hereof. Any waiver, modification or amendment of any provision of this Application will be effective only if in writing and signed by the parties hereto. This Application supersedes any previous agreements or applications between the parties governing the Event.