



Application to Sponsor VOICE 2022 (please complete and email to amy.gold@advantest.com)

COMPANY NAME ("Sponsor"): _____

CONTACT NAME: _____

EMAIL: _____

Please indicate your desired sponsorship level, location and/or package from the selections below. Refer to the VOICE Sponsorship Opportunities document for a description of exposure at each level.

Event:

Scottsdale, AZ: May 17-18, 2022

Location: OMNI Scottsdale Montelucia

Sponsor Level:

Headline Sponsor	\$15,000	_____
Platinum Sponsor	\$13,000	_____
Gold Sponsor	\$ 6,500	_____
Silver Sponsor	\$ 4,500	_____

Total Fees for Selected Sponsorship: \$ _____

Total Fees for Add-on Sponsorship: \$ _____

Payment Options:

- **Check** -- payable to Advantest America, Inc., Attn: **VOICE 2022**, 3061 Zanker Road, San Jose, CA 95134
- **Bank transfer** -- contact Amy Gold (amy.gold@advantest.com) for details.
- **Online** -- contact Amy Gold (amy.gold@advantest.com) for details.

Sponsor Contact Information:

Company Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____ Country: _____

Contact: _____ Title: _____

Phone: _____ Fax: _____ E-mail: _____

Alternate Contact: _____ Phone: _____

Accounting Contact: _____ Phone: _____

All sponsorships and packages are assigned on a first-come, first-served basis.

Advantest VOICE 2022 Event Contact:

Amy Gold, amy.gold@advantest.com, +1 917-568-5395

Terms and Conditions for VOICE 2022 Sponsorship ("Agreement")

This Sponsorship Agreement, which shall be effective on the date of the last signature below (the "Effective Date"), is by and between **Advantest America, Inc.** ("**Advantest**"), a Delaware corporation with a principal place of business at 3061 Zanker Road, San Jose, CA USA, 95134, the organizer of the VOICE 2022 Developer Conferences (each an "Event" and collectively "Events"), and Sponsor and sets forth the terms and conditions upon which Sponsor will sponsor the Event(s) selected above. (Advantest and Sponsor individually shall be referenced herein as a "Party" and collectively as the "Parties").

Advantest reserves the right, at its sole option and discretion, to hold all or some of the related Events online and to cancel the in-person Events. Sponsor acknowledges and agrees that, Advantest will bear no responsibility or liability for any inconvenience or related expenses as a result of hosting the Events online. Provisions set forth or referenced in these terms that, by their subject matter, have application only to in-person events shall not apply to an online event.

In consideration of the mutual covenants, terms, and conditions set forth in this Sponsorship Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Definitions.** In addition to those terms defined throughout this Agreement, the following terms shall have the following meanings:

"**Mark**" means any trademark, trade name, service mark, design, logo, domain name, or other indicator of the source or origin of any product or service.

"**Sponsor Materials**" means the Sponsor's Mark, label designs, product identification, decals, artwork displayed or included in any materials presented, distributed, or otherwise provided by Sponsor, or on behalf of Sponsor from any Sponsor agent or affiliate, to Advantest for use in connection with the Event(s).

2. **Sponsorship Application.** All sponsorship applications are subject to Advantest's sole approval and Sponsor's timely submission of the Application to Sponsor VOICE 2022 attached to this Agreement ("Application"), which Application is incorporated herein by reference upon Advantest's acceptance. Advantest is hereby granted permission to describe Sponsor using the Sponsorship level approved by Advantest in response to Sponsor's Application.

3. **Payment Terms.** Sponsor agrees to pay Advantest the sponsorship fee for the level of Sponsorship indicated on Sponsor's approved Application ("Sponsorship Fee"). **The full Sponsorship Fee is due and**

payable to Advantest within thirty (30) days of the Effective Date of this Agreement. All fees paid to Advantest are non-transferable. Sponsor shall be liable for all applicable federal, state or local taxes or charges, if any, levied, assessed or otherwise due with respect to any fees or payments due from Sponsor to Advantest in connection with this Agreement, other than taxes or charges based solely on Advantest's net income.

4. Term and Termination

4.1 Term. Sponsor's sponsorship under this Agreement applies only to the VOICE 2022 Events for which Advantest has approved Sponsor's Application and for no other VOICE conferences or events. The term of this Agreement commences as of the Effective Date and, unless terminated earlier pursuant to any express provisions of this Agreement, will continue in effect until December 31, 2022 (the "**Term**").

4.2 Cancellations; Termination. Sponsor may cancel its sponsorship prior to an Event upon written notice to Advantest. Notwithstanding any such cancellation, all Sponsorship Fees are considered non-refundable once received by Advantest. Advantest may terminate this Agreement without further notice to Sponsor and without any obligation to refund Sponsor any monies previously paid if Sponsor fails to pay the Sponsor Fees in full when due or breaches any obligation under this Agreement.

4.3 Effect of Termination. Upon termination of this Agreement Advantest will be relieved of any further obligations under Section 9 (Advantest's Event Obligations). Sections 5, 12, 13, 14, as well as any other provision that, in order to give proper effect to its intent, should survive such expiration or termination, will survive the expiration or earlier termination of this Agreement.

5. **License Grants.** Sponsor hereby grants Advantest, its agents and assigns, and Advantest hereby accepts, the non-exclusive, non-transferable, non-sublicensable, royalty-free, irrevocable, worldwide right and license to use, copy, rewrite, produce, display, edit and distribute the Sponsor Materials, in whole or part in any format now or hereafter existing, including, without limitation, electronic and printed formats, in connection with the Event(s) and for all VOICE related purposes, including in all advertising, marketing, and promotional materials, signage, website, mobile apps and social marketing pages on third-Party websites and mobile apps, to identify and promote Sponsor's association with its status as a sponsor of the Event in accordance with Sponsor's selected sponsorship level and on or as included in or with any Event or other VOICE related materials that Advantest may present, display, produce, distribute or otherwise provide at any time.

6. **Sponsor Benefits.** In consideration of Sponsor's payment of the Sponsorship Fee, Advantest shall provide Sponsor with the sponsorship benefits set forth in the VOICE 2022 Sponsorship Prospectus applicable to the

Event for which Advantest has approved an Application. A copy of such Prospectus shall be provided to Sponsor with this Agreement and is incorporated herein by reference. This is a non-exclusive Agreement that does not prohibit Advantest from seeking services or sponsorship from any other entity, person or Party.

7. Photographs. Sponsor and its representatives agree that Advantest, its affiliates, representative or agents, may take photographs or video of the Event, exhibit spaces, or any presentation sessions conducted during the Event and may use such photographs or videos for reasonable marketing activities and for promotion of future events.

8. Mobile Application Access, Use and Data Privacy. Advantest may arrange for certain mobile applications, websites or similar web-based tools to be available for Attendees' and Sponsors' use in connection with an Event (collectively "Event Tools"). Sponsor's access to or use of such Event Tools are conditioned upon and subject to Sponsor's agreement and compliance with any applicable Advantest or third-party provider terms of service or end user license agreements, including those contained in any click-through agreements or similar terms that may accompany or be provided with such application or tools or as a condition to access and those set forth in the *Advantest Privacy Policy* (<https://voice.advantest.com>), which is incorporated herein by reference).

By signing below, Sponsor acknowledges and agrees that, in connection with its Sponsorship, including, without limitation, its use of or access to any Event Tools, it may receive or have access to Personal Information. "Personal Information" is information or data that identifies or can be used to identify an individual (including, without limitation, names, signatures, addresses, telephone numbers, e-mail addresses, images, likenesses, and other unique identifiers) or can be used to authenticate an individual. If Sponsor has access to or receives Personal Information of any individuals, including that of Event attendees and participants in connection with its Sponsorship or the Event, Sponsor agrees that it shall: (i) keep and maintain all Personal Information in strict confidence, using such degree of care as is appropriate to avoid unauthorized access, use or disclosure and to adequately safeguard such Personal Information; (ii) not access Personal Information in violation of law; (iii) use and disclose Personal Information solely and exclusively for the purposes for which the Personal Information, or access to it, is provided pursuant to the terms and conditions of this Agreement; (iv) not use, sell, retain, rent, transfer, distribute, or otherwise disclose or make available Personal Information for any purpose other than as permitted by this Agreement; and (v) subject to and to the extent required by applicable laws and regulations, assist Advantest with fulfilling any valid requests it receives from any individual to delete or access such individual's Personal Information as may have been received by Sponsor or that Sponsor uses, collects, stores, retains, discloses, or accesses, including, upon such request providing a copy of that Personal Information in a portable

and readily usable format for any Personal Information that Sponsor holds.

Sponsor agrees to comply with all federal, state and local laws, ordinances, regulations and orders worldwide that are applicable to Sponsor's use of or access to any Event Tools or Personal Information, including without limitation all federal and state and foreign privacy and data protection laws, as well as all other applicable regulations and directives, regarding the collection, access, use, processing, storage, disposal or disclosure of any Personal Information of any individual, including that of Event attendees and participants. Any breach of or failure to comply with the foregoing may result in termination of Sponsor's sponsorship.

9. Advantest's Event Obligations. In consideration of Advantest's timely receipt of the Sponsorship Fees and subject to Supplier's compliance with this Agreement, Advantest shall: (i) create, program, advertise, market, promote, produce, and manage the Event; (ii) notify Sponsor promptly in writing of any planned or anticipated material changes to the Event; (iii) on a timely basis secure, and throughout the Event fully comply with, all licenses, permits, and approvals required by applicable laws and regulations in connection with the Event; and (iv) otherwise comply, and cause its subcontractors to comply, with all laws and regulations applicable to an Event.

10. Event Schedule. Sponsor shall submit all Sponsor Materials to Advantest in accordance with the Event schedule provided in the Sponsor Manual, including any updates thereto which is incorporated into this Agreement by reference. Failure to timely submit Sponsor Materials in accordance with the Event schedule may result in such Sponsor Materials being excluded, in whole or in part, from the Event materials and/or the Event.

11. Representations and Warranties.

11.1 Each Party represents and warrants to the other Party that: (i) it is duly organized, validly existing, and in good standing as a corporation or other entity as represented herein under the laws and regulations of its jurisdiction of incorporation, organization, or chartering; (ii) it has the full right, power, and authority to enter into this Agreement, to grant the rights and licenses granted hereunder, and to perform its obligations hereunder; (iii) the execution of this Agreement by its representative whose signature is set forth at the end hereof has been duly authorized by all necessary corporate action of the Party; and (iv) when executed and delivered by both Parties, this Agreement will constitute the legal, valid, and binding obligation of such Party, enforceable against such Party in accordance with its terms.

11.2 Sponsor represents and warrants that it is either the author or owner of all rights to the Sponsor Materials; that the Sponsor Materials do not infringe misappropriate, or otherwise violate any intellectual property or other rights of any third Party; and that Sponsor has full power and authority to submit the content and to grant this license to Advantest.

12. Sponsor Indemnification. Sponsor agrees to indemnify, defend, and hold harmless Advantest, its officers, directors, employees, agents, successors, and assigns (the "Advantest Parties") from and against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees, the cost of enforcing any right to indemnification hereunder, and the cost of pursuing any insurance providers, arising out of or in any way connected with any claim, suit, action, or proceeding that the Sponsor Materials and its content, or the granting of any licenses to Advantest hereunder infringe, misappropriate or allegedly infringe or misappropriate the intellectual property rights or other rights of any third Party.

13. Limitation of Liability. IN NO EVENT SHALL ADVANTEST, ITS OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES, REPRESENTATIVES, AGENTS OR ASSIGNS BE LIABLE TO SPONSOR OR ANY OTHER PARTY FOR: (I) ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR ENHANCED DAMAGES, LOSS OF PROFITS OR REVENUE ARISING OUT OF, RELATING TO, OR IN CONNECTION WITH THE EVENT OR ANY BREACH OF THIS AGREEMENT, REGARDLESS OF (A) WHETHER SUCH DAMAGES WERE FORESEEABLE, (B) WHETHER OR NOT ADVANTEST WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND (C) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH THE CLAIM IS BASED OR (II) DIRECT DAMAGES IN EXCESS OF THE AMOUNT OF SPONSORSHIP FEES PAID BY SPONSOR TO ADVANTEST UNDER THIS AGREEMENT FOR THE SPECIFIC EVENT THAT GAVE RISE TO SUCH DAMAGES.

14. General Terms.

14.1 Compliance with Laws. Each party shall at all times comply with all federal, state and local laws, ordinances, regulations, and orders that are applicable to this Agreement and its performance hereunder. Without limiting the generality of the foregoing, each party shall at all times, at its own expense, obtain and maintain all certifications, credentials, authorizations, licenses, and permits necessary to conduct that portion of its business relating to the exercise of its rights and the performance of its obligations under this Agreement.

14.2 Force Majeure. Neither Party will be liable for performance delays nor for non-performance due to causes beyond its reasonable control, except for Sponsor's payment obligations hereunder.

14.3 Independent Contractor. The Parties shall be and act as independent contractors, and under no circumstances shall this Agreement be construed as one of agency, partnership, joint venture or employment between

the Parties. The Parties shall each be solely responsible for the conduct of their respective employees, agents and contractors in connection with the performance of their obligations hereunder. Under no circumstances shall Sponsor or Sponsor's employees, affiliates or agents look to Advantest as their employer, or as a partner, agent, or principal. Sponsor shall not incur any liability on behalf of, or commence any legal proceedings in the name of, or on behalf of, or in any way pledge the credit of Advantest without Advantest prior written approval.

14.4 Notices. All notices, requests, consents, claims, demands, waivers, and other communications hereunder must be in writing and addressed to and received (in verifiable form) by the Parties to the Parties' contact listed on the Application.

14.3 Waiver, Amendment or Modification. Any waiver, amendment or modification of any provisions of this Agreement or any right, power or remedy hereunder shall not be effective unless made in writing and signed by the Parties. No failure or delay by either Party in exercising any right, power, or remedy with respect to any of its rights hereunder shall operate as a waiver thereof in the future.

14.4 Assignment. Sponsor may not assign or otherwise transfer any of its rights, or delegate or otherwise transfer any of its obligations or performance, under this Agreement, in each case whether voluntarily, involuntarily, by operation of law, or otherwise, without Advantest's prior written consent. Any purported assignment, delegation, or transfer in violation of this Section 14.4 is void.

14.5 Entire Agreement. This agreement, together with all exhibits and attachments hereto, constitutes the entire agreement between the Sponsor and Advantest with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter.

14.6 Governing Law. This Agreement is governed by and construed in accordance with the laws of the State of California without giving effect to any choice or conflict of law provision or rule that would require or permit the application of the laws of any jurisdiction other than those of the State of California. Any legal suit, action, or proceeding arising out of or related to this Agreement or the licenses granted hereunder shall be instituted exclusively in the federal courts of the United States or the courts of the State of California in each case located in the city of San Jose and County of Santa Clara, and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding. Service of process, summons, notice, or other document by mail to such Party's address set forth herein shall be effective service of process for any suit, action, or other proceeding brought in any such court.

14.7 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. A signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission

is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first above written.

"Sponsor": _____	Advantest America, Inc. ("Advantest")
Authorized Signature: _____	Authorized Signature: _____
Title: _____	Title: _____
Printed Name: _____	Printed Name: _____
Date: _____	Date: _____