



Connect Chapter Affiliation Agreement

AGREEMENT entered into this ___ day of _____ 20__ by and between Connect Worldwide, Inc. ("Connect") and _____ CHAPTER OF Connect, an organization desiring to become affiliated with Connect as a Chapter of Connect with its principal place of business located at _____ ("APPLICANT" or "CHAPTER").

IT IS AGREED:

1. BASIS FOR ESTABLISHING CHAPTERS. Connect has as its objective to provide networking, education and advocacy opportunities to HP enterprise technology customers and partners throughout the world. In order to successfully conduct such activities, CHAPTERS must be established in particular geographic areas through which this goal can be achieved.
2. CHARTER. APPLICANT is granted a Charter as a CHAPTER of Connect and is entitled to all rights, privileges and obligations incumbent upon such a CHAPTER, under the Articles of Incorporation, the Bylaws and policies of Connect as they are presently in force and as they may be subsequently amended, modified or replaced.
3. TERM OF CHARTER. This Charter shall be granted and shall have a term consistent with that as may be granted and determined by the Connect Board of Directors. This Charter and the affiliation of a CHAPTER with Connect may be terminated at any time by either party in accordance with such reasonable procedures as Connect may adopt from time to time. For example, the Connect Board of Directors may vote to terminate the Charter of a CHAPTER if (1) the CHAPTER is in violation of national or federal, provincial or state or local laws; or, (2) the Board believes such dissolution to be in the best interest of the organization. Both parties agree to give the other party at least 60 days written notice of such intent to terminate the affiliation. In the event of termination by notice of one party to another, all of the provisions of this Agreement shall survive such termination insofar as such are necessary for the proper carrying out of its terms and conditions. On receipt of a notice of termination, the recipient shall have a reasonable opportunity to rectify any stated reason for termination, and if so rectified, this Charter shall continue.
4. USE OF NAME AND LOGO. Consistent with such terms or conditions as may from time to time be adopted by Connect, a CHAPTER is hereby licensed on a non-exclusive basis to use the name, trade and service marks and other indicia of membership as may be authorized from time to time by Connect. Such license shall be revoked upon the termination of this Charter, and the CHAPTER shall immediately cease and desist from any further use of such items, and shall not make any claim to or for such marks or indicia.
5. MEMBERSHIP. The Chapter shall establish requirements for chapter membership in accordance with the Bylaws of Connect. If members of the Chapter are not paid members of Connect, they shall be made non-voting members of Connect. Members of Connect who reside in the Chapter's territory shall also be eligible for membership with the Chapter. Chapter membership information shall be shared with Connect upon request.

6. OBLIGATIONS OF CONNECT. Provided CHAPTER complies with all requirements and deadlines as detailed in this Agreement, Connect will supply each official CHAPTER with the following core benefits:

- 7.1 Permission from Connect to use the Connect service marks and logos in accordance with the Standard Logo Usage Policy.
- 7.2 An official Web site hosted by Connect whereby CHAPTER can promote activities and events.
- 7.3 Ability to host a chapter meeting at Connect annual conferences.
- 7.4 Coordination of meetings of CHAPTER leaders to facilitate information sharing.
- 7.5 Management of membership lists and information.
- 7.6 Promotion of CHAPTER meetings and events to the Connect community.

8. OBLIGATIONS OF CHAPTER. CHAPTER agrees to the following:

- 8.1 CHAPTER agrees to comply with all Bylaws, policies, procedures and regulations as may be adopted from time to time by the membership or Board of Directors of Connect.
- 8.2 CHAPTER warrants that it has complied and agrees that it shall continue to comply with all applicable laws, regulations, and other requirements that affect its performance of this Agreement.
- 8.3 CHAPTER agrees to make all filings required by local, state, provincial, national or other government agencies having jurisdiction over CHAPTER.
- 8.4 CHAPTER agrees to designate one individual to serve as its official representative to the Connect Global Chapter Advisory Council.

9. CHAPTER'S INDEMNIFICATION OF CONNECT.

- a. CHAPTER hereby covenants and agrees to indemnify, defend, and hold Connect harmless from and to pay and reimburse Seller for any and all liability, claim, suits, allegations, cause of action, damage, demand, loss, judgments, cost or expense, excluding those caused in whole or in part by the negligence of Seller, and including investigation, legal fees, accounting fees, or other expenses, incurred by reason of or arising out of:
 - i. The conduct of the Chapter;
 - ii. The Chapter's failure to comply with any law, regulation, court order, or directive of any federal, state, municipal or other governmental department, board, bureau, agency or instrumentality;
 - iii. The Chapter's tax obligations;
 - iv. The Chapter's obligations to its creditors; or

- v. Defending or otherwise contesting any claims, which, if proven, would be covered in whole or in part by this Article 9.
- b. In the event of any action, suit, proceeding, claim or demand that might reasonably be expected to give rise to a claim for indemnification to Connect under this Article 9, the Chapter shall give written notice to Connect of the commencement of such action, suit, proceeding, claim, or demand.

10. MISCELLANEOUS

10.1 Controlling Law. This Agreement and the rights and obligations of the parties hereto shall be governed by and construed in accordance with the laws of the State of Texas, U.S.A. The parties agree that the forum and venue of any action regarding this Agreement shall lie exclusively in the State and Federal courts sitting in Travis County, Texas, U.S.A.

10.2 Successors and Assigns. This Agreement shall inure to the benefit of the parties and their successors and assigns. Neither party may sublicense or assign any of its rights or obligations under this Agreement without the prior written consent of the other party.

10.3 Notices. Any notice to Connect contemplated by, or made pursuant to, this Agreement shall be in writing and made by signed e-mail attachment directed to info@connect-community.org, or mail addressed to Connect at PO Box 204086, Austin, Texas 78720-4086. Any notice to the Chapter shall be sent by mail to the address shown with the signature of the Chapter President. Either party may change the address for notice by 10 days advance written notice to the other party.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives, effective as of the date first written above.

[CHAPTER]

Connect Worldwide, Inc.

By _____

By _____

Title _____

Title _____

Date _____

Date _____

Address _____
