

VMUG Chapter and Leader Responsibilities

Thank you for becoming a VMUG leader! VMUG is led and supported by an extensive network of volunteer leaders from around the world.

Our success relies on IT professionals like yourself to provide direction, support and feedback.

Thank you for your time and leadership—YOU are ensuring VMUG stays valuable to our members!

VMUG LEADER RESPONSIBILITIES

These Chapter and Leader Responsibilities are agreed upon and entered into by and between the VMware User Group, Inc., an Illinois non-for-profit corporation (“VMUG”), and the local VMUG Chapter led by the Chapter Leader signatory hereto (“Chapter” or “Chapter Leader”).

VMUG is a membership organization that is organized and tax-exempt as a business league under section 501(c)(6) of the Internal Revenue Code of 1986, as amended from time to time. VMUG operates as an independent, global, customer-led organization, created to maximize members’ use of VMware and partner solutions through knowledge sharing, training, collaboration, and events.

Chapter is a regionally-based group of active VMUG members, independent and separate from VMUG, organized to host discussions and events for sharing experiences and best practices regarding VMware products and solutions. These Chapter/Leader Terms and Conditions establish various policies, procedures and agreements with VMUG.

VMUG and Chapter agree as follows:

1. Bylaws. Chapter agrees to comply with the VMware User Group Bylaws. VMUG encourages all leaders to review and reference these documents frequently.
2. Name License / Intellectual Property. In order to ensure their success, Chapter shall be entitled to use the VMUG name and other related marks and intellectual property (including logos, branding, trademark, VMUG name, UserCon Name) in accordance with and subject to the terms and conditions of Article VII, Section V of the VMUG Board Governance Policies, Terms and Conditions for Use of VMUG’s Marks, as the same may be amended by VMUG from time to time. This agreement does not grant users rights to use the VMware or its affiliates trademark, logo, or brand.

Chapter may reach out to VMUG HQ for clarification of these terms and conditions at any time.

3. Programs and Activities; Chapter Identification. VMUG authorizes Chapter to identify itself as a VMUG chapter based on and limited to carrying out programs and activities that further the mission and purposes and objectives of VMUG. Chapter acknowledges such

requirements and limitations and, to that end, shall conduct itself and carry out programs and activities accordingly and will not do anything to violate VMUG's tax exempt requirements.

4. Chapter Leader(s). To ensure both the Chapter and VMUG are represented in the most appropriate manner, the activities and programs of Chapter shall be coordinated by its designated Chapter Leader(s), including the undersigned. Each Chapter Leader shall have completed and submitted a VMUG Local Leader Volunteer Application and agrees to adhere to the VMUG Leader Program Guidelines. A Chapter Leader shall not be considered an employee or agent of VMUG while performing any services for and on behalf of Chapter. Any services provided by a Chapter Leader for and on behalf of Chapter shall be provided on a volunteer basis and no Chapter Leader shall be entitled to or shall receive any present or future compensation or benefits from Chapter (or VMUG).

5. Coordination of Activities and Programs; VMUG Services and Support. All activities and programs of Chapter shall be coordinated by Chapter Leader(s) in accordance with VMUG Board Governance Policies, Chapter and Region Definition and Role Description, as the same may be amended by VMUG from time to time. VMUG shall provide Chapter with the services and the support specified in the VMUG Board Governance Policies.

6. Funding/Sponsorship. Chapter acknowledges that it has the sole responsibility for the planning, management, and carrying out of its programs and activities, including but not limited to payment of all expenses and other liabilities that it may incur in such operations. Any and all funds solicited and received by Chapter Leader(s) or other Chapter representative for and on behalf of Chapter shall be collected, disbursed, and accounted for by Chapter Leader(s) solely in furtherance of Chapter's purposes [and in accordance with the terms and conditions set forth in the Funds Management Agreement entered into by and between Chapter and VMUG].

7. Chapter Conduct. Chapter agrees that the conduct of Chapter and its employees and agents, and any debts or other legal obligations of Chapter, are the sole responsibility of Chapter.

8. Terms and Conditions. The terms and conditions in any Chapter organizational documents or agreements shall be consistent in all material respects and shall not conflict with the terms and conditions set forth in this Agreement, as the same may be amended or modified pursuant to the terms hereof from time to time. In the event of any conflict or inconsistency, the terms and conditions set forth in this Agreement shall prevail.

9. Indemnification. Chapter shall indemnify, defend, and hold harmless VMUG and its officers, directors, members, agents, and assignees, from and against any and all claims, actions, suits, demands, losses, damages, judgements, settlements, costs, and expenses, including reasonable attorney's fees and expenses, and liabilities of every kind and character whatsoever resulting from (i) any breach by Chapter of its obligations under this Agreement, or (ii) any other act or omission by Chapter, its officers, directors, members, and agents, whether in connection with this Agreement or otherwise.

10. Term. This Agreement shall commence on the date entered into by Chapter and shall expire on the first anniversary (12 months) of such date; provided, however, that this Agreement shall be automatically renewed for successive one-year terms unless earlier terminated in accordance with this Section 11. VMUG may terminate this Agreement at any time in the event

of a material uncured breach by Chapter of its duties and obligations under this Agreement with respect to which VMUG believes Chapter has not taken adequate steps to cure following thirty (30) days written notice from VMUG. Notwithstanding the foregoing, VMUG may immediately terminate this Agreement, if Chapter, in the reasonable determination of VMUG: (i) files a petition in bankruptcy, becomes insolvent or otherwise incapable of meeting its financial obligations, or if a receiver is appointed for Chapter; (ii) discontinues its operations, activities and programs; (iii) is in material breach of any term not reasonably subject to cure; or (iv) behaves in a manner that, in VMUG's sole opinion, behaves in a manner that violates VMUG Governing Policies, By-Laws, or reflects materially and unfavorably upon the reputation of VMUG.

11. Effect of Termination. Upon termination or expiration of this Agreement, the rights of Chapter granted hereunder shall immediately and automatically terminate and Chapter shall no longer identify itself as affiliated with VMUG and will cease using name licenses and intellectual property granted under Section 2 above. Chapter shall immediately return to VMUG any and all property belonging to or associated with VMUG.

12. Miscellaneous. This Agreement contains the entire agreement between VMUG and Chapter and supersedes all other prior or contemporaneous communications, representations, understandings, and agreements, either oral or written, relating to the subject matter hereof. Chapter may not assign or transfer its rights or delegate its duties under this Agreement without VMUG's prior written consent, which consent may be granted or withheld in VMUG's sole discretion. Any attempted assignment by Chapter without VMUG's prior written consent shall be null and void. This Agreement cannot be amended or modified except by a written agreement signed by and between VMUG and Chapter. In the event that any provision of this Agreement is found to be invalid, illegal, or unenforceable in any jurisdiction, all other provisions hereof shall remain in full force and effect, and such invalidity, illegality or unenforceability shall not affect the validity, legality, and enforceability of all other provisions.