

OpenStack Silicon Valley

An OpenStack Community Event // August 26-27, 2015

Computer History Museum
1401 N. Shoreline Blvd.
Mountain View CA 94043
www.openstacksv.com

Sponsorship Application Form

Sponsorships *(check one)*:

- Headline Sponsor (Limit of 5)
 Event Sponsor (Limit of 12)
 Community Sponsor (Limit of 12)

Sponsorship Add-ons *(check as many as applicable)*:

- General Session Chair Drop (Limit of 2)
 Coffee Sponsor (Limit of 2)
 Lanyard Sponsor (Limit of 1)
 Reception Sponsor (Limit of 1)
 Lunch (Limit of 2)

Total Sponsorship Amount: \$ _____

Invoicing Details:

Company Name: _____
Contact Person: _____
Position/Title: _____
Email: _____
Company Address: _____
City: _____ ST: _____ Zip: _____ Country: _____

Please review the terms and conditions of sponsorship (page 2) before completing this form. Sponsorships are accepted on a first come, first served basis. By signing below both parties (Mirantis Inc. and the Sponsor) agree to meet the obligations listed in the sponsorship terms.

Signature: _____ Signature: _____
Date: _____ Date: _____
Printed Name: _____ Printed Name: _____
Sponsor: _____ Organizer: Mirantis, Inc.

Please email the completed form to April Wang, awang@Mirantis.com.

Sponsorship terms

1. Mirantis Inc. ("Mirantis"), whose registered office is at 615 National Avenue, Suite 100, Mountain View, CA, USA, 94043, is the organizer of the "OpenStack Silicon Valley" event ("Event"), which will be held on August 26-27, 2015.
2. The applicant wishes to become a Sponsor of Event (which will be held on the dates stated in the Sponsorship application form and at the venue stated therein) and wishes to purchase the sponsorship package noted in the Sponsorship Application Form.
3. Sponsorship applications will be handled and allocated as Sponsors by Mirantis on a "first come - first served" basis.
4. Mirantis retains the right to reject any applicant for Sponsorship that it deems inappropriate and will allocate Sponsorship places to applicants in its sole discretion. Mirantis reserves the right to change or cancel the speakers, agenda, the Event or Sponsorship packages.
5. Sponsorship applications cannot be processed without payment. Payment must be in US Dollars. All payments must be made to Mirantis Inc. and provided not later than (i) August 1, 2015 or (ii) within 30 days of the date of the invoice, whenever is earlier.
6. This agreement shall come into force on the date of signature by the Sponsor and shall continue until terminated either (i) by mutual written agreement of the Parties; or (ii) by 15 days' written notice by Mirantis; or (iii) on completion of Event. The agreement may not otherwise be cancelled or terminated by Sponsor. Should Mirantis terminate this agreement for any reason other than breach of this agreement by Sponsor or force majeure, Mirantis shall return in full the sponsorship payment made by Sponsor.
7. Subject to the terms and conditions of this agreement and in consideration of Sponsor's payment in full of the applicable payment, Mirantis shall allow Sponsor to participate as an Event sponsor as set out in this agreement. Sponsor acknowledges and agrees that Mirantis may appoint third-party service providers to act on its behalf in relation to the Event. Sponsor will use all reasonable endeavors to work with such service providers in relation to the Event.
8. Sponsors may not sublet, assign or apportion any part of the item(s) sponsored or space allocated to them at Event, nor represent, advertise or distribute literature, goods or materials at Event or to Event participants for products or services of any firm or organization except as approved in writing by Mirantis.
9. No signage or banners may be hung or displayed in any public areas of the venue other than those associated with the pre-approved exhibit display.
10. Sponsor hereby grants to Mirantis the right and permission to use its name and/or logo for promotion of Event, and in granting this right, Sponsor warrants that it does not infringe any rights of any third party or any law or regulation.
11. In order to limit Event costs, Mirantis may limit the number of colors used to print sponsor logos and Sponsor hereby consents to this with respect to its logo and name.
12. Sponsor may issue a press release or other notification of its appointment as a Sponsor, subject to any such release or notification and the timing thereof being agreed upon in advance with Mirantis.
13. Sponsor is responsible for any shipping and receiving costs that the venue may charge for Sponsor's goods being shipped directly to the venue and for any travel and accommodation costs for its staff.
14. Mirantis shall not be liable for damage or loss to sponsors' property at the Event venue due to fire, theft, accident, or any other cause, whether the result of negligence or otherwise.
15. Sponsor shall hold required public liability and property insurance, and Mirantis shall have no liability for Sponsor, its staff or property whilst any such are at the Event venue.
16. Each Party shall comply with all applicable laws and regulations including without limitation data protection and privacy legislation and import and export laws and regulations.
17. Mirantis shall not be liable for any breach of this agreement, interruption of or cancellation of Event caused by any circumstances beyond its reasonable control.
18. Each Party's aggregate liability to the other or any third party for all claims arising out of or in connection with this agreement, the sponsorship, or Event whether based upon contract, tort (including negligence) or otherwise, shall not exceed the actual amount of fees paid or payable by Sponsor under this agreement. In no event shall either Party be liable to the other or any third party for any indirect, special, incidental, punitive, or consequential loss or damage or for any loss of or damage to data, ex gratia payments, loss of profit, loss of contract or loss of other economic advantage (in each case whether direct or indirect) howsoever arising out of or in connection with this agreement, the sponsorship, or Event, even if that Party has previously been advised of the possibility of the same and whether foreseeable or not. These limitations shall apply notwithstanding any failure of essential purpose of any limited remedy.
19. This agreement is made up of these terms and the Sponsorship application form and these together set out the entire agreement between the Parties. No amendment to this will be valid or binding unless made in writing and signed by the duly authorized representatives of the Parties. Any failure or delay by a Party to exercise any right or remedy under this agreement shall not be a waiver of that right or remedy nor shall any single or partial exercise of any right or remedy preclude the further exercise of that right or remedy by that Party. Each of the provisions of this agreement shall be construed as independent of the other provisions, and if any provision of this agreement is found by any court of competent authority to be illegal, invalid or unenforceable, this shall not affect any other provision of this agreement, which shall remain in full force and effect.
20. Nothing in this agreement and no action taken by the Parties pursuant to this agreement shall be construed as creating a partnership or joint venture and neither Party may bind or be the agent of the other.
21. This agreement and non-contractual obligations shall be governed by and construed in accordance with the laws of the State of California and the Parties hereby submit to the exclusive jurisdiction of the State of California.

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