

SPONSORSHIP AGREEMENT
OPENSTACK DAYS NORDIC, STOCKHOLM
2018-10-09 - 2018-10-10

PARTIES

Part 1 – “Organizer”

City Network Hosting AB
Borgmästaregatan 18
371 34 Karlskrona
VAT: SE556630780601

Part 2 – “Sponsor”

COMPANY NAME: _____

ADDRESS: _____

ZIP: _____

CITY: _____

VAT NUMBER: _____

Contact person

Part 1

Özgür Bal
+46 708 945 030
ozgur@citynetwork.se

Part 2

NAME: _____

PHONE NUMBER: _____

E-MAIL ADDRESS: _____

Introduction

Organizer is part of the City Network group, a leading provider of OpenStack services delivering cloud and software defined infrastructure, consultancy and solutions.

Organizer on the grounds of existing agreements with the Openstack Foundation aims to continuously organize events to create **a platform and opportunity for** professionals to meet with IT leaders, telco operators, cloud administrators and application developers who are building the future of cloud computing.

Sponsor is interested in supporting OpenStack Events to gain publicity and networking benefits, and Sponsor is willing to contribute to the organizing of OpenStack Events by providing financial support.

Scope of Agreement

This Agreement is intended to define general terms and conditions of sponsorship by the Sponsor applicable to sponsoring of OpenStack Days Nordic organized by the Organizer (an “Event”), as set out in the OpenStack Days Nordic, Stockholm Sponsorship Prospectus according to the sponsorship level selected.

Under this Agreement, Sponsor agrees to support the Event by means of paying the sponsorship fee (“Sponsorship fee”) defined in the relevant Individual Sponsorship Terms (“Sponsorship”) and Organizer agrees to provide services to Sponsor defined in the relevant individual sponsorship terms by reference to the OpenStack Days Nordic, Stockholm Sponsorship Prospectus, as an offset of the Sponsorship.

Note that the Organizer shall not share with the Sponsor the list of attendees for the Event, as per the rules in The OpenStack Foundation Guidelines for hosting OpenStack Days events.

Also note that signed agreements are only accepted via e-mail (crew@openstacknordic.org) starting **2018-05-03 8am CET**. All sponsorship requests are served on a first come, first served basis and agreements are only final upon explicit confirmation from the OpenStack Days Nordic team.

Choose your preferred sponsorship levels and booth number

(See prospectus)

- Select your preferred level of sponsorship [_____]
 - Preferred booth number []
- *Select your second choice of sponsorship level [_____]
 - Preferred booth number []
- *Select your third choice of sponsorship level [_____]
 - Preferred booth number []

* NOTE: If you choose “None” to any of these options you will not be considered for any of the remaining sponsorship slots, if your preferred choice is sold out by the time you send in your signed agreement.

Parties' commitments

Organizer will perform the activities as defined in the OpenStack Days Nordic, Stockholm Sponsorship Prospectus. For the avoidance of doubt, the Event is subject to the final confirmation from the Organizer.

Sponsor shall pay the Sponsorship fee defined in the OpenStack Days Nordic, Stockholm Sponsorship Prospectus according to the sponsorship level selected in accordance with section "Terms of Payment".

Sponsor agrees to comply with the OpenStack Foundation Community Code of Conduct (<http://www.openstack.org/legal/community-code-of-conduct/>).

Terms of Payment

Sponsor shall pay the Organizer for the Sponsorship in accordance with the invoice received from the Organizer. The payment is due within 30 days from the date of receipt of the invoice.

However, if an organization signs the Sponsorship Agreement less than 30 days before the event is planned, the payment shall be due within 10 days of receipt of the Organizer's invoice. If an organization signs the Sponsorship Agreement less than 10 days from the event take place the payment is due within 2 days of receipt of the Organizer's invoice.

All payments are final and non-refundable.

If Sponsor fails to pay an amount when due, Organizer may charge statutory late payment interest on overdue amount.

If any amount becomes past due by more than thirty (30) days, Organizer may bring legal action to collect such overdue amount, and Sponsor shall be liable for Organizer's reasonable costs of collection, including collection agency fees, court costs, and reasonable attorney fees.

Sponsor acknowledges that its failure to pay the full amount of the Sponsorship fee no later than fifteen (15) days before the starting date of the Event, Organizer may prohibit Sponsor to enter the Event.

Event cancellation policy

Cancellation by the Organizer

The Organizer reserves the right to cancel the event, or parts of the event due to low enrollment or other circumstances which would make the event non-viable. The Organizer also reserve the right to issue partial refunds if parts of the event, commitments or services described cannot be fulfilled by the Organizer. Should circumstances arise that result in the postponement of an event, the Organizer has the right to either issue a full refund or transfer registration to the same event at the new, future date.

If the Sponsor is not able to attend the rearranged event, the Organizer shall issue a full refund.

Cancellation by the Sponsor

Sponsor may cancel its Sponsorship of an Event by giving written notice to Organizer, provided that Sponsor's cancellation does not relieve Sponsor of its obligation to pay the Sponsorship fee agreed in the relevant individual sponsorship terms agreed.

Cancellation by either Party

Each party may terminate this Agreement with immediate effect if the other party violates a term or the terms of this Agreement and fails to cure such breach within five (5) days of the other party's written notice.

Upon termination of this Agreement by Sponsor for reasons attributable to Organizer, Organizer shall cease use of the Sponsor's Marks as promptly as practicable and Organizer shall redeem 50% of the Sponsorship fee paid by the Sponsor in connection with an upcoming Event which has not been started yet. Upon termination on any other grounds, Organizer may continue to use the Marks regarding the Event in the Sponsorship Catalogue and no Sponsorship fee may be redeemed.

Term

This sponsorship agreement for OpenStack Days Nordic, Stockholm refers to the time from the Agreement has been duly signed until the event is over on 2018-10-10. All sponsorship requests are served on a first come, first served basis and agreements are only final upon explicit confirmation from the OpenStack Days Nordic team.

Use of Logo and Marks

-Your company logo and marks will be represented on the OpenStack Days Nordic web page and in misc. printed material, social media, videos, possibly ads and elsewhere. Send a vectorized version (EPS, AI or PDF) of your company logo, in both multiple and single color, to thomas@citynetwork.se along with the URL that you want the web logo to point to.

- Your logo and marks shall not be used except as stated in this Agreement. You grant us a limited, non-exclusive and non-transferable right to use your company logo and marks solely in connection with the event known as OpenStack Days Nordic to be held on 2018-10-09 - 2018-10-10 as well as in recordings, photos and archived webpages, and social media posts of the event. We agree that we have no right to sub-license your company logo to any person.

Presenting at OpenStack Days Nordic

We encourage all our sponsors to submit presentations for a chance to speak during the track sessions on the afternoon of the Main Event. Please submit your presentations on the <http://openstacknordic.org> webpage and make sure to read the guidelines before submitting.

NOTE: The purpose of the OpenStack Days Events, hosted worldwide, is to educate and inform, NOT to sell products or services. All reviews and comments about all break out sessions will be publicly available after the event. All breakout sessions, acquired by sponsorship or through submission and selection by the content committee, will be equally promoted and the organizers cannot leave any guarantees regarding attendance.

Liability

Sponsor acknowledges that the Event premises are not owned or controlled by Organizer and agrees the Organizer is not liable for theft, damage or loss of Sponsor's property or injury to any Sponsor personnel, except to the extent such loss results from Organizer's own negligence or misconduct.

Neither party shall have any liability to the other party, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any indirect, consequential, incidental, or special loss or damage arising under or in connection with this Agreement or an Event.

Each party's total liability to the other party, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with this Agreement shall be limited to the contract value, i.e. the Sponsorship fee. The limits and exclusions of liability set out in this paragraph do not apply to: (a) liability for death or personal injury caused by a party's negligence or that of its employees or agents; and (b) any loss which by law cannot be excluded or limited.

Neither Party shall be liable for any failure of or delay in the performance of their respective obligations under this Agreement (other than payment obligation) to the extent such failure or delay is due to circumstances beyond its reasonable control, including (without limitation) any act of God, fire, casualty, flood, earthquake, wars, civil disturbances, lockout, epidemic, insurrection, accidents, insurrections, blockades, storms, explosions or any other cause beyond the reasonable control of the party invoking this section.

Privacy

Sponsor is permitted to actively engage in contacting attendees of the Events. To the extent Sponsor collects personally identifiable information (personal data) from attendees of an Event, it must process such data in accordance with the applicable data protection legislation, in particular in compliance with rules requiring provision of proper information about the purpose and ways of using the collected personal data and observing rules concerning direct marketing.

Parties may produce audio or video recording of an Event subject to compliance with data protection and privacy laws and acknowledge that audio or video recording may be produced by any attendees of an Event.

Marketing and use of trademarks

Each Party's respective names, logos, trademarks, trade names, domain names and other indicia shall be referred to as its "Marks".

Organizer may use Sponsor's Marks only in connection with promotion, publicity of and reports about Events, including in electronic and printed materials, and subject to further usage restrictions, if any, as defined in the Parties' Agreement ("License"). Such License shall be royalty free, non-exclusive, world-wide and may be sublicensed to the OpenStack Foundation. For the avoidance of doubt, termination of this Agreement for any reason does not preclude Organizer from using the Marks for purposes of materials of past Events which were sponsored by the Sponsor.

Organizer agrees to comply with Sponsor's ongoing written instructions and supervision with respect to its Marks communicated to Organizer, including (i) the context in which the Marks are used; (ii) the substitution of a newer version of a Mark for a version previously authorized (where applicable); (iii) the size, color, and graphic quality of the display of the Marks; and (iv) all other matters within the reasonable discretion of the Sponsor, provided that such instructions and supervision is provided by the Sponsor to the Organizer in due time without unduly hindering preparations for, and without jeopardizing successful launch of, the relevant Event.

If the instructions of Sponsor would materially hinder the preparations for or jeopardize successful launch of an upcoming Event, Organizer may act without the instructions and supervision of Sponsor, however Organizer shall make its best efforts to comply with such instructions as soon as practicable.

Sponsor reserves all rights in its Marks including any non-English version of such Marks. Organizer's use of Sponsor's Mark shall inure to the benefit of Sponsor.

Sponsor may use the OpenStack Marks only as permitted by the Openstack Trademark Usage Policy (<https://www.openstack.org/brand/openstack-trademark-policy/>.)

Sponsor is permitted to use Organizer's Mark only to indicate the identity of the organizer of an Event sponsored by Sponsor. All other rights of the Organizer in connection with its Marks are reserved.

Entire Agreement

This Agreement supersedes all prior oral or written understandings, representations, communications and agreements between the parties and constitutes the final and entire agreement of the Parties regarding the subject matter of this Agreement and accurately reflects the mutual understanding between them.

Severability

If any provision of this Agreement is declared invalid as contrary to law, the remaining provisions hereof shall continue to remain in full force and effect and the Parties shall make their best endeavors to mutually agree to a replacement provision to substantially the same effect.

Amendments to the Agreement

Changes and additions to this agreement shall be binding and be in writing and duly signed by the Parties to take effect.

Governing law, dispute resolution

This Agreement shall be applied in accordance with Swedish law, without its choice of law provisions.

Disputes arising from this Agreement shall be finally settled by the general courts of Sweden.

This Agreement has been construed in two identical copies of which each party has taken one each.

Organizer

Date

Place

Name, authorized signature

Sponsor

Date

Place

Name, authorized signature