**MOZILLA EVENT SPONSORSHIP AGREEMENT**

**Sponsorship Application:**

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| **Event Name:** | View Source Conference – Portland, Oregon |
| **Event Organizer:** | Mozilla Corporation (“Mozilla”) |
| **Event Dates:** | November 9-11, 2015 |
| **Applicant Company Name** (as it should appear in all marketing and promotional materials for the event)**:** | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Sponsor”) |
| **Address:** |  |
| **Contact Person Name, Phone, and Email:** |  |
| **Payment Method:** | **□** By check, delivered to Mozilla Corporation, 331 E. Evelyn Ave, Mountain View, CA 94041**□** By wire transfer to [need to get wire info] |
| **Sponsorship Level:** There are several levels of sponsorship available. Please check the box next to the level of support you wish to apply for. |
| **Level** | **Benefits** | **Sponsorship Fee** |
| **□ *Platinum*** | * *Announcement partner (pending timing)*
* *Presence on stage (verbal mentions + slides)*
* *Inclusion on website, emails and conference T-shirt*
* *Demo table*
* *Self standing banner*
* *3 complimentary tickets*
 | ***$50,000*** |
| **□ *Gold*** | * *Presence on stage (slides)*
* *Inclusion on website, emails*
* *Self standing banner*
* *2 complimentary tickets*
 | ***$25,000*** |
| **□ *Silver*** | * *Inclusion on website*
* *Logo exposure*
* *2 complimentary tickets*
 | ***$15,000*** |
| **□ *Start Up*** | * *Demo table*
* *1 complimentary ticket*
 | ***$3,000*** |
| **□ *Media*** | * *Logo exposure*
* *1 complimentary ticket*
 | ***N/A*** |
| **□ *Customized*** | * *Negotiable (see \_\_\_\_ for more information on the options)*
 | ***$5,000 - $15,000*** |

By signing this application, Mozilla and Sponsor agree to the attached terms and conditions.

**MOZILLA CORPORATION: SPONSOR:**

**Signature: Signature:**

**Name: Name:**

**Title: Title:**

**Event Sponsorship Terms and Conditions:**

Mozilla Corporation, located at 331 E. Evelyn Ave, Mountain View, CA 94041 (“Mozilla”), and the Sponsor identified above (“Sponsor”), are entering into this Mozilla Event Sponsorship Agreement (the “Agreement”) as of \_\_\_\_\_\_\_\_\_\_, 2015 (the “Effective Date”).

Mozilla is hosting the event identified above (the “Event”) and Sponsor wishes to sponsor the Event at the Sponsorship Level identified above, in accordance with the following terms and conditions.

Mozilla and Sponsor agree as follows:

1. Mozilla’s Responsibilities. Mozilla is responsible for all aspects of planning, arranging, hosting, staffing, managing, and promoting the Event. In addition, Mozilla is responsible for providing the Sponsorship Benefits.

2.  Sponsorship Benefits. Provided Sponsor pays the Sponsorship Fee, Sponsor will receive the benefits identified above for the Sponsorship Level Sponsor has selected. Details of each benefit are described in Attachment A.

3.  Sponsor’s Obligations.

1. Sponsor will pay to Mozilla the Sponsorship Fee for the selected Sponsorship Level within thirty (30) days following execution of this Agreement. Payment will be made via the method selected above.
2. Sponsor will submit a company logo and a 50-word company/product description for use in the Event program, related marketing materials, and Event related websites. The Sponsor description and logo should be submitted via email to stormy@mozilla.com and the logo should comply with one of the following specs:

i. Vector file with fonts outlined (this is very important: Mozilla is not responsible for providing fonts for printing sponsor-submitted logos.) or

ii. 300 ppi TIFF, EPS, PDF or JPEG file of your non-animated logo.

1. Sponsor will not schedule or sponsor any event in connection with the Event, including without limitation evening events, during a time that overlaps or conflicts with any Event activities published in Mozilla’s Conference schedule.
2. Sponsor will not conduct any drawings, contests or other promotions at the Event without Mozilla’s prior written consent.

4. Use of Trademarks.

1. Sponsor grants Mozilla a nonexclusive, nontransferable license to use Sponsor’s logo and other trademarks provided to Mozilla solely in the form provided by Sponsor and solely in connection with promoting and marketing Sponsor’s sponsorship of the Event.
2. During the term of this Agreement, Sponsor may identify itself as a sponsor of the Event in advertising and marketing. Mozilla will provide Sponsor with an official Event logo, images, and/or phrases to use on advertising, websites, and other avenues as approved by Mozilla. Sponsor may not use any other Mozilla trademarks for any purpose without prior written permission.

5. No Exchange of Personal Information. Notwithstanding anything else in this Agreement, neither party will provide the other with contact information for Event attendees, unless such attendees have specifically provided written permission.

6. Term of the Agreement. This Agreement will commence on the Effective Date and continue through the end of the Event, unless terminated earlier as permitted herein. Should Mozilla learn of facts regarding Sponsor such that Mozilla’s continued association with Sponsor could tarnish Mozilla’s reputation, Mozilla may terminate this Agreement upon five (5) days’ notice and will refund to Sponsor all amounts paid. The following Sections shall survive any termination or expiration of this Agreement: 6, 7, 8, 9 and 10.

7. Cancellation.

1. By Mozilla. If for any reason beyond its reasonable control, including without limitation fire, strike, earthquake, damage, construction or renovation to the display site, government regulation, public catastrophe, or act of God (“Force Majeure”), Mozilla shall determine that the Event or any part cannot be held, Mozilla may cancel the Event or any part thereof. In that event, the liability of Mozilla is limited to the amount of fees paid, and Mozilla shall determine and refund to the Sponsor its proportionate share of the balance of the fees received which remains after deducting all expenses incurred by Mozilla. In the event, however, that Mozilla cancels the Event for any reason other than Force Majeure, Mozilla shall refund to Sponsor the full amount of the fees paid by Sponsor.
2. By Sponsor. If Sponsor cancels its sponsorship more than 5 months prior to the Event start date, it will receive a 50% refund of fees paid. If it cancels its sponsorship less than 5 months prior to the Event start date, it will receive no refund.

8. Warranties. Each party represents and warrants that: (i) it has the full right and power to enter into and perform this Agreement without the consent of any third party; (ii) its performance under this Agreement will not conflict with any other obligation it may have to any other party; and (iii) it will comply with all applicable laws. Mozilla further represents and warrants that is has obtained all necessary permits and authorizations required for the Event.

9. Indemnity. Each party indemnifies, defends, and holds harmless the other party, and its parent and subsidiaries, and the officers, directors, volunteers, employees, representatives, and agents of each of the foregoing, from and against any and all third party liabilities, damages, injuries, claims, suits, judgments, causes of action, and expenses (including reasonable attorneys’ fees, court costs and out-of-pocket expenses) arising out of or resulting from its gross negligence or willful misconduct.

10. Limitation of Liability. NEITHER PARTY WILL BE LIABLE TO THE OTHER OR ANY THIRD PARTY FOR ANY SPECIAL, CONSEQUENTIAL, EXEMPLARY OR INCIDENTAL DAMAGES, ARISING FROM ANY CLAIM RELATING TO THIS AGREEMENT OR THE SUBJECT MATTER HEREOF, WHETHER SUCH CLAIM IS BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EVEN IF AN AUTHORIZED REPRESENTATIVE OF SUCH PARTY IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NEITHER PARTY’S AGGREGATE LIABILITY WITH RESPECT TO ANY AND ALL CLAIMS ARISING OUT OF OR RELATED TO THE SUBJECT MATTER OF THIS AGREEMENT WILL EXCEED THE SPONSORSHIP FEE PAID OR PAYABLE BY SPONSOR HEREUNDER.

11. General Provisions. This Agreement constitutes the entire Agreement between the parties related to this subject matter, and any change to its terms must be in writing and signed by the parties. This Agreement supersedes any prior agreements or understandings between the parties. This Agreement shall be governed by and construed in accordance with the laws of the State of California (excluding its conflict of laws principles), and the exclusive venue for any related dispute is Santa Clara County, California. The failure of either party to enforce any right or provision in this Agreement will not constitute a waiver of such right or provision. If any provision of this Agreement is held to be invalid or unenforceable, the other provisions of this Agreement will remain enforceable and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law. The relationship between the parties is that of independent contractors, and neither party is an agent or partner of the other. Neither party shall be liable for the acts of the other in carrying out this Agreement and, specifically, but not by way of limitation, neither party shall be responsible for the legal, financial or any other obligation entered into by the other in performing this Agreement. The parties will be entitled to rely upon a signed copy of this Agreement transmitted via facsimile or email as if it were an original signed counterpart.

**Exhibit A**

**Sponsorship Benefits:**

1. ANNOUNCEMENT PARTNER: [description needed]
2. PRESENCE ON STAGE: [description needed]
3. INCLUSION ON WEBSITE & IN EMAILS: [description needed]
4. ASSIGNMENT OF SPACE: Mozilla shall assign the booth, display and/or tabletop space as agreed to under this Agreement for the period of the display and such assignment will generally be made no later than four weeks before the Event. Location assignments will be on a first-come, first-served basis, may be modified by Mozilla due to changes in Event layout, venue or other factors, and will be made solely at the discretion of Mozilla.

USE OF SPACE: Sponsor is allowed to distribute literature, run demonstrations, and sell products, limited to items other than books, within the boundaries of the Sponsor’s assigned space. Sponsor’s product demonstration, placement or handing out of literature, signage, all booth furnishings and lighting must be well within the confines of the assigned space at all times and may in no way interfere with adjacent space. Demonstrations using audio must use headsets to demonstrate audio capabilities. All booth furnishings, equipment and displays are the responsibility of Sponsor, must be constructed safely, and must be installed, occupied and dismantled in accordance with Mozilla’s schedule. Mozilla may refuse permission to exhibit any products or services Mozilla deems objectionable or unsuitable for the Event. Sponsor shall not assign to a third party its space or any portion of that space without the prior written consent of Mozilla, which Mozilla may grant or withhold at its sole discretion. If such permission is given, Sponsor assumes full responsibility for the conduct of the assignee and all its representatives.

1. LOGO EXPOSURE: [description needed]