



IRCE PARTNER MANIA AGREEMENT

Magento, Inc.

3640 Holdrege Ave, Los Angeles, CA 90016
 Phone (310) 945-0345
 www.magento.com

Conference	Magento + IRCE Partner Mania Held by Magento, Inc. ("Magento")	June 5-8, 2018
Package	Base Partner Mania Package	
Commitment	\$250 PER COMPANY	
Partner Mania Package Benefits	<ul style="list-style-type: none"> • Agree to send the list of participants by June 12 • Agree to post the Magento signage in the Partner booth so attendees know you are part of the game • Have a desire to have more FUN at IRCE with Magento and Attendees! • Payment of \$250 to Magento 	
Additional Terms	<ul style="list-style-type: none"> • Partner contractually agrees to submit materials on or before deadline dates provided by Magento, or forfeit right to said Sponsorship Benefits. • Magento will make every effort to provide the terms specified, however, in case of circumstances outside of Magento's control, Magento will offer comparable or better terms. 	
Payment Terms	Payment in full due upon execution of the Partner Mania Agreement.	
Cancellation of Conference/Termination of Partner Mania Package	<p>Magento reserves the right to cancel a specific conference at its sole discretion and Partner's commitment for any uncanceled conference shall remain unaffected. In the event of such a cancellation, Partner shall have the right, but not the obligation, to act as a Partner of an event in the same city within the same calendar quarter. In the event of such a cancellation Magento will refund the Partner Mania fee previously received, within 30 days, less Partner's portion of any non-refundable deposit. No other expenses incurred by Partner will be refunded.</p> <p>Magento may terminate this Partner Mania Agreement at any time upon thirty (30) days prior written notice to Partner. To the extent that the Partner's logo and materials are already incorporated into the Partner Mania Event Materials, Magento may, during the period after termination, use the logo and material of Sponsor on the website related to the Conference and in other materials related to the Conference/Trade Show. Upon termination of this Partner Mania Agreement, Partner shall cease use of and certify that all copies of Magento's Confidential Information and materials containing Magento Trademarks have been permanently deleted, erased, or destroyed.</p>	
Approval of Materials	<p>All communication, promotional and advertising materials, including press releases, prepared by the Sponsor in connection with the conference or related to the Partner Mania Package shall be subject to Magento's prior written approval, which shall not be unreasonably withheld.</p> <p>Partner shall have the right to use the name, logos, symbols, emblems, colors, designs, service marks and trademarks related only to the conference and only in the form provided by Magento (hereinafter collectively referred to as "Magento Trademarks"), in Partner's advertising and marketing materials produced for the conference (the "Partner Mania Event Materials"), such use being at all times subject to compliance with any written guidelines provided by Magento or as otherwise approved in advance by Magento. Notwithstanding the foregoing, the Magento Trademarks shall be and remain the exclusive property of Magento. Upon expiration or termination of this Agreement for any reason, Partner shall immediately cease any and all use of the Magento Trademarks.</p> <p>Partner grants Magento a royalty-free, non-exclusive right and license to use its logo and material (i) on the website related to the conference and in other materials related to the conference for the purpose of promoting the conference and the Partner's affiliation with the conference and Magento and (ii) in materials, including presentation materials, prepared for use and used at the conference. Partner warrants that the materials neither infringe upon nor violate the intellectual property rights or other rights of any other person or entity.</p>	
Publicity Release	By participating in Partner Mania, each Partner irrevocably grants Magento and their respective successors, assigns and licensees, the right to use such Partner's name, likeness, biographical information and materials or, if commenced, to continue the distribution or exploitation thereof.	
Indemnity	<p>Partner shall defend, indemnify, and hold harmless Magento, its parents, subsidiaries and affiliated corporations, and respective directors, officers, employees and agents, from and against any and all claims, liabilities, losses, damages, injuries, demands, actions, causes of action, suits, proceedings, judgments and expenses, including, without limitation, attorneys' fees, court costs and other legal expenses (collectively, "Losses") to the extent that such Losses arise or result from (i) any material breach by Sponsor of any material provision hereof or (ii) the gross negligence or willful misconduct of Sponsor or its agents.</p> <p>The indemnified party shall provide the indemnifying party notice of any claim hereunder within thirty (30) days after receiving notice thereof. For the purposes of this provision, the indemnifying party shall have the right to control the defense and settlement (upon terms reasonably acceptable to the indemnitee) of any and all claims, suits or administrative proceedings to which these indemnities relate. The indemnified party shall cooperate fully in the defense of any and all such claims, suits or administrative proceedings.</p>	
Non Disclosure	The partner agrees not to disclose confidential information. "Confidential Information" is limited to information that is disclosed by one party ("Disclosing Party") to the other ("Receiving Party") and either identified as "Confidential" or of a nature that could reasonably be construed to be confidential or proprietary. Confidential Information shall in any event include (a) the terms of this agreement, including the sponsorship fee and (b)	



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	proprietary technical and business information provided by a party orally or in writing including but not limited to: (i) patent and patent applications; (ii) techniques, sketches, drawings, works of authorship, models, inventions, processes, equipment, algorithms, demonstrations, mock-ups, software programs, software source comments, and formulae related to current, future and/or proposed products and services, including information concerning software code, research, development, design details and specifications; and (iii) financial information, procurement and/or purchasing requirements, customer lists, investors, employees, business and contractual relationships, business forecasts, sales and merchandising data, and marketing plans.
Liability Cap	Notwithstanding the form (e.g., contract, tort, or otherwise) in which any legal or equitable action may be brought, in no event will Magento, its officers, employees or suppliers be liable for damages, restitution or losses, that exceed, in the aggregate, for each respective breach or series of related breaches, the amount of fees paid by partner under this agreement in the twelve (12) month period prior to the date on which the event giving rise to such damages or losses occurred. NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY PUNITIVE, CONSEQUENTIAL, INCIDENTAL OR INDIRECT DAMAGES, INCLUDING DAMAGES FOR LOST PROFITS, LOSS OF OPPORTUNITY OR USE OF ANY KIND, SUFFERED BY THE OTHER PARTY, WHETHER IN CONTRACT, TORT OR OTHERWISE, AND REGARDLESS OF WHETHER SUCH PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH LOSS.
Full Understanding	This agreement reflects the full understanding of the parties and may not be modified except by a writing signed by the party to be bound thereby. This agreement may not be assigned by either party without the prior written consent of the other party, except that Magento may assign this agreement as part of an internal transfer of the business to which it relates; any assignment without the required prior written consent shall be null and void. The laws of the state of California shall govern this Agreement without regards to its conflict of laws. Any action based on or alleging a breach of this Agreement must be brought in the state or federal courts in California, and the parties hereby consent to the exclusive jurisdiction of such courts.

MAGENTO, upon acceptance of this Magento Order Form, agrees to provide the Partner Mania Package specified above including the Partner Mania Benefits specified in Appendix A and B to the Partner Mania Agreement, and Sponsor agrees to accept such Partner Mania Package from Magento under the terms and conditions of this Magento Partner Mania Agreement.