

OpenStack Event Master Sponsorship Agreement

This OpenStack Event Master Sponsorship Agreement (“**Agreement**”) is made on this Effective Date stated below between OpenStack, LLC, a Delaware corporation (“**OpenStack**”) and person (individual or legal entity) identified in the signature block below (“**Sponsor**”).

RECITALS

- A. OpenStack organizes events from time to time to facilitate interactions between OpenStack community members (each an “**Event**”).
- B. Sponsor from time to time may wish to sponsor an OpenStack Event by providing cash, goods, services or other value.

For valuable consideration, the receipt and sufficiency of which are acknowledged, Sponsor and OpenStack agree as follows:

AGREEMENT

1. SPONSORSHIP. OpenStack and Sponsor may from time to time enter into arrangements for Sponsor to provide cash, goods, services or other value in connection with an OpenStack Event. The parties agree that any such arrangements will be subject to the terms of this Agreement. The parties will execute a written agreement describing the sponsorship and any related activities and obligations of the parties in a signed document similar to the form of Sponsorship agreement attached to this Agreement as Exhibit A (the “**Sponsorship Agreement**”).

2. MARKS. As used below, each party’s respective names, logos, trademarks, trade names, domain names, and other identifying indicia shall be referred to as its “Marks.”

Sponsor may use the OpenStack Marks only as provided in the OpenStack Trademark Usage Policy at <http://www.openstack.org/brand/openstack-trademark-policy/>.

OpenStack may use Sponsor’s Marks only at or in connection with the Event and only as specifically authorized in a Sponsorship Agreement. Any such authorization shall be a royalty free, non-exclusive, non-transferable, non-sublicenseable, limited term license to use the Mark(s), subject to any restrictions stated in the Sponsorship Agreement. OpenStack agrees to comply with Sponsor’s trademark usage policies and ongoing instructions and supervision with respect to its Marks communicated to OpenStack, 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 practicable); (iii) the size, color, and graphic quality of the display of the Marks; and (iv) all other matters within the reasonable discretion of Sponsor. Sponsor reserves all rights in its Marks, including any non-English version of such Marks. OpenStack’s use of Sponsor’s Marks shall inure to the benefit of Sponsor.

3. PAYMENTS. Invoices for Sponsorship amounts shall be due thirty (30) days from invoice date. If any amount is more than thirty days past due, and OpenStack brings a legal action to collect the overdue amount, Sponsor shall be liable for OpenStack’s reasonable costs of collection, including collection agency fees and reasonable attorney fees.

4. INDEMNIFICATION. If OpenStack or any of its respective employees, agents, or owners (collectively the “**OpenStack Indemnitees**”) is faced with a legal claim by a third party arising out of the use of the Sponsor’s Marks as permitted by this Agreement, Sponsor will pay the cost of defending the claim (including reasonable attorney fees) and any damages award, fine, or other amount that is awarded against the OpenStack Indemnitees as a result of the claim. This Section shall survive expiration or termination of this Agreement.

5. EXPIRATION AND TERMINATION

This Agreement will remain in effect until terminated by a party on written notice. Each Sponsorship shall remain in effect for the period stated in the Sponsorship. Either party may terminate this Agreement or a Sponsorship Agreement without liability if the other party violates the terms of this Agreement of a Sponsorship Agreement and fails to cure such breach within five (5) days of the other party’s written notice. Upon termination of this Agreement or a Sponsorship Agreement by Sponsor for Openstack’s breach, OpenStack, LLC will cease use of the Sponsor’s Marks as promptly as commercially practicable; upon termination on any other grounds, OpenStack, LLC may continue to use the Marks as provided in the Sponsorship for the time period allowed in the Sponsorship.

6. NOTICE

Legal notices shall be given via electronic mail and confirmed via first class U.S. mail to the address for Rackspace below, and to Sponsor’s address stated below the signature block. Notices are deemed received on the day transmitted via electronic mail, or if that day is not a business day, on the first business day following the day delivered.

Legalnotice@rackspace.com
General Counsel
OpenStack, LLC
5000 Walzem Drive
San Antonio, Texas 78218

7. OTHER

Neither party is the agent of the other, and neither party shall have any authority to make any promise, representation, or contract of any nature on behalf of the other party. **The laws of the State of Texas (exclusive of its choice of law principles) and, to the extent applicable, the laws of the United States of America, govern this Agreement. This Agreement shall not be governed by the United Nations Convention on the International Sale of Goods.** Exclusive venue for all disputes arising out of the Agreement shall be brought in the state or federal courts of Bexar County, Texas, and we each agree not to bring an action in any other venue. **You waive all objections to this venue and agree not to dispute personal jurisdiction or venue in these courts.** This Agreement supersedes all prior oral and 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.

IN WITNESS WHEREOF, each party has caused this Agreement to be executed by its duly authorized.

OpenStack, LLC:

[Sponsor’s Full Legal Name]

Signature: _____

Signature: _____

Name:

Name:

Position:

Position:

Date:

Date:

The **Effective Date** is the date of last signature.

Sponsor – please fill in address for legal notices:

Sponsorship

This Sponsorship is entered into between the parties signing below as of the date of last signature below, and is subject to OpenStack Master Event Sponsorship Agreement between the parties dated _____ (the “**Agreement**”). Capitalized terms used in this Sponsorship and not otherwise defined below shall have the meaning given in the Agreement.

OpenStack Event: OSCON 2012 OpenStack Pavilion

Description of Sponsorship with related dollar amounts or other consideration:

Please indicate the following:

_____ \$6,000 Exhibitor Package

_____ \$2,000 Supporter Package

Time of Payment or Delivery of Sponsorship consideration:

(Invoiced amounts shall be due as provided in the Agreement.)

Billing Contact Information (Required):

Name:

Phone:

Email:

Address:

Please document any special invoicing needs:

Do you require a PO number?

Trademark use permissions:

OpenStack may use the Sponsor’s Marks in connection with the Event described above at the Event, and for a reasonable period of time preceding and following the Event (not to exceed _____ months) as follows:

Any Sponsor use of OpenStack Marks is subject to the OpenStack Trademark Policy at <http://www.openstack.org/brand/openstack-trademark-policy/>

Confidentiality:

The terms of this Sponsorship Agreement are confidential information of the parties and may not be disclosed to third parties without written permission from the other party, except as reasonably necessary to complete the sponsorship activities described in this Sponsorship.

IN WITNESS WHEREOF, each party has caused this Agreement to be executed by its duly authorized officer as of this _____ day of December, 2011.

OpenStack, LLC:

[Sponsor's Full Legal Name]

Signature: _____

Signature: _____

Name:

Name:

Position:

Position:

Date:

Date:

****Submit contract to sponsors@openstack.org****