

## 2014 Event Sponsorship Agreement

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### Summary of Agreement:

Red Hat, Inc. is giving the Linux Foundation funds for sponsorship of the following 2014 Linux Foundation event:

### Event:

LinuxConEuro2014

### Agreement Date:

July 21, 2014

### Term:

From the Agreement Date until December 31, 2014.

### Confidentiality:

Neither party may disclose the specific dollar amounts of this agreement nor the specifics of Red Hat, Inc. sponsorship to anyone without the specific written authorization from the other party.

### Sponsorship Benefits and Privileges:

In exchange for their sponsorship and payment of US \$765, Red Hat, Inc. will receive the following:

#### LinuxCon Europe 2014 (dot\_org) Booth Sponsorship

- 4ft Counter in Technology Showcase (includes graphic on front of counter, 2 stools, 5amps power, wireless internet)
- 2 Attendee Networking Passes

#### Visa/MC credit card processing fee

- 2% fee for credit card payment by Visa or Mastercard

### Financial Obligation:

Red Hat, Inc. will pay The Linux Foundation US \$765. An invoice will be submitted to Red Hat, Inc. by The Linux Foundation. Unless otherwise directed by Sponsor, all PO(s), invoices and payments will be issued through the designated invoice and payment system of Red Hat, Inc., which The Linux Foundation agrees to use. Red Hat, Inc. may, in its sole discretion, choose the method of payment, including but not limited to wire transfer, check, and credit card.

Please note that should a credit card be used, an additional processing fee will apply (2% for Visa, Discover or Mastercard and 3% for American Express cards).

### Payment Terms:

Red Hat, Inc. will pay the full balance of their sponsorship within 30 days of receipt of the invoice. Should funds fail to be deposited in time without prior written notice and agreement, logos will be removed from the website, and Red Hat, Inc. will lose the opportunity to sponsor event listed above.

### **Logo Usage:**

During the term of, and subject to the provisions of this Agreement, Red Hat, Inc. hereby grants to Linux Foundation, a nonexclusive, non-assignable, royalty-free, worldwide, revocable right to use the name and logo of Red Hat, Inc. ("Marks") for purposes of marketing products and services related to the public, or in connection with the general advertising and promotion of Linux Foundation. Linux Foundation shall make good faith efforts to use Red Hat, Inc. Marks shall in accordance with Red Hat, Inc.'s logo use guidelines, and will respond in a reasonable time to requests to change any usage to conform to such guidelines.

Linux Foundation shall have no claim or right in the Marks, including but not limited to trademarks, service marks, or trade names owned, used or claimed now or which Red Hat, Inc. has authority to grant Linux Foundation the right to use in the future. Linux Foundation shall not make any claim to the Red Hat, Inc. Marks or lodge any filings with respect to such Red Hat, Inc. Marks or marks confusingly similar to the Red Hat, Inc. Marks, without the prior written consent of Red Hat, Inc.. Linux Foundation shall discontinue its use of any Red Hat, Inc. Mark in a reasonable time upon request of Red Hat, Inc..

### **Governing Law and Jurisdiction:**

This Agreement will be governed exclusively by the internal laws of the State of California, without reference to: such State's principles of conflicts of law; the 1980 United Nations Conventions on Contracts for the International Sale of Goods; or other international laws. The parties consent to the personal and exclusive jurisdiction of the federal and state courts of California.

This agreement may be executed in one or more counterparts. Each counterpart will be an original, but all such counterparts will constitute a single instrument. By signing below, both parties (The Linux Foundation and Red Hat, Inc.) agree to meet the obligations listed in the above pages:

This agreement is a legally binding contract between the two signing parties. Once signed, the payment for sponsorship is due in full according to the payment terms of the associated invoice. As sponsorship benefits - such as a company's logo on an event website - begin immediately, the full payment is still due in the event of a cancellation. If payment has already been made, no refunds will be made by The Linux Foundation.

**Invoicing Information for this Contract:**

Please type or print the exact company name and address that should appear on the invoice:

\_\_\_\_\_  
Company Name that should appear on Invoice

\_\_\_\_\_  
Company Address Line 1 that should appear on Invoice

\_\_\_\_\_  
Company Address Line 2 that should appear on Invoice

**Accounts Payable Contact for this Contract:**

Please type or print the contact details for the account payable representative responsible for payment for invoice(s) associated with this contract.

\_\_\_\_\_  
Accounts Payable Contact Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Email

\_\_\_\_\_  
Phone

The Linux Foundation

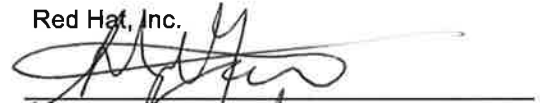
\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

Red Hat, Inc.

  
\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Email

\_\_\_\_\_  
Phone

\_\_\_\_\_  
Date



**Price Quote on Services**

Quote Number: 11784  
Date: 07/21/2014  
Representative: Kevlin Husser  
Valid Until: 07/31/2014

Red Hat, Inc.	The Linux Foundation
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USA	660 York Street, Suite 102
	San Francisco, CA 94110

Description:	Price:
LinuxCon Europe 2014 (dot_org) Booth Sponsorship	\$750.00
• 4ft Counter in Technology Showcase (includes graphic on front of counter, 2 stools, 5amps power, wireless internet)	
• 2 Attendee Networking Passes	
Visa/MC credit card processing fee	\$15.00
• 2% fee for credit card payment by Visa or Mastercard	

Currency: USD  
Total: \$765.00