



# Opticon 18

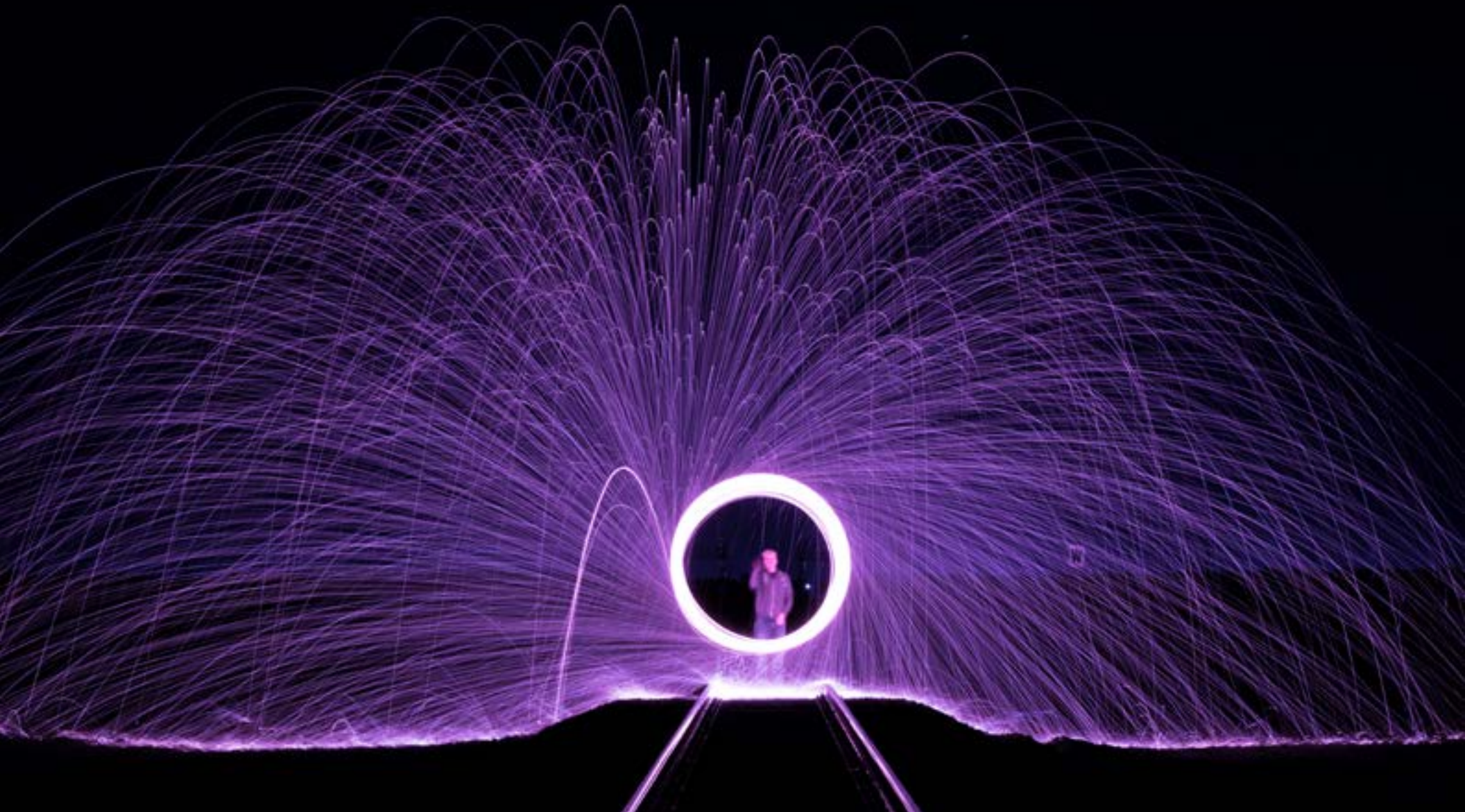
SEPTEMBER 11-13

THE COSMOPOLITAN  
OF LAS VEGAS

 **Optimizely**

“Opticon was far and away the best event we attended all year. We're looking forward to returning to Opticon for years to come.”

RAVI PARIKH, FOUNDER, HEAP



We are the number one Digital Experience Optimization Conference.

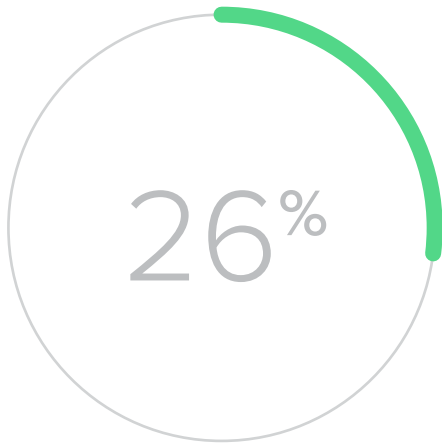
**J O I N U S**

See the future of digital experience optimization and be a part of the thriving culture that companies such as Netflix, Amazon, and Google have pioneered. Learn from the world's most prominent brands such as Facebook, New York Times, Nike and more as they come together at Opticon, the number one conference that pushes the boundaries of digital experience optimization.

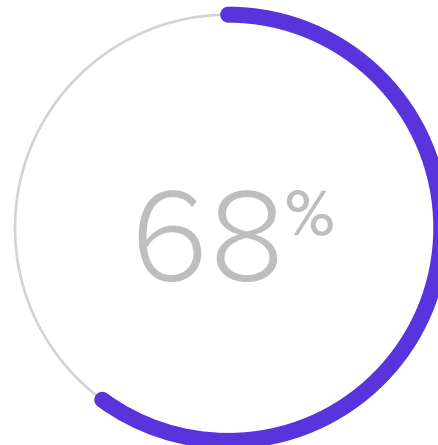
## ATTENDEE OVERVIEW

“We were really, really impressed with this event. The quality of attendees at Opticon exceeded that of many of the more expensive events we’ve sponsored this year.”

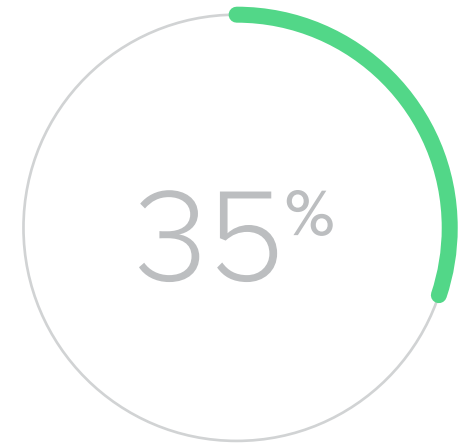
JORDAN WOODS, PRODUCT MARKETER, FULLSTORY



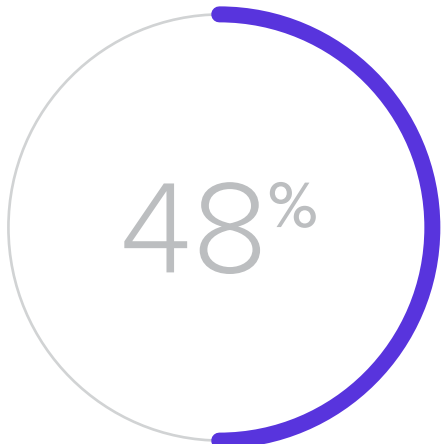
26 of the **Fortune 100** companies are Optimizely Customers



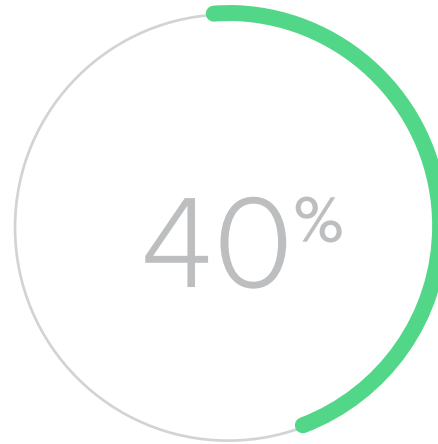
68% of attendees are **decision-maker level** and above



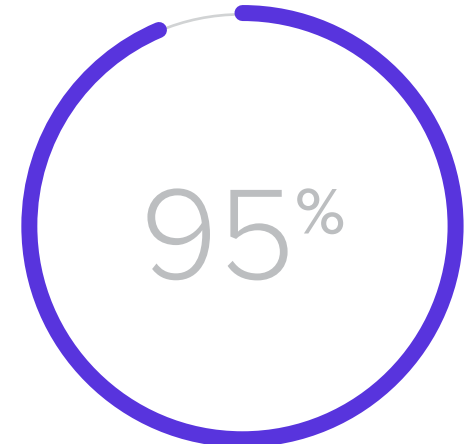
35% of attendees are from **Enterprise** companies of more than 1K employees



**Marketing and Sales** accounted for 48% of total attendees



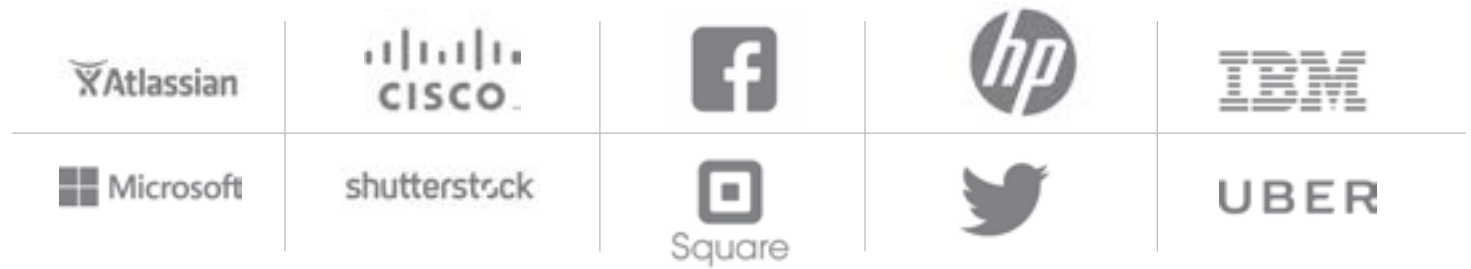
**Product Managers and Developers** accounted for 40% of total attendees



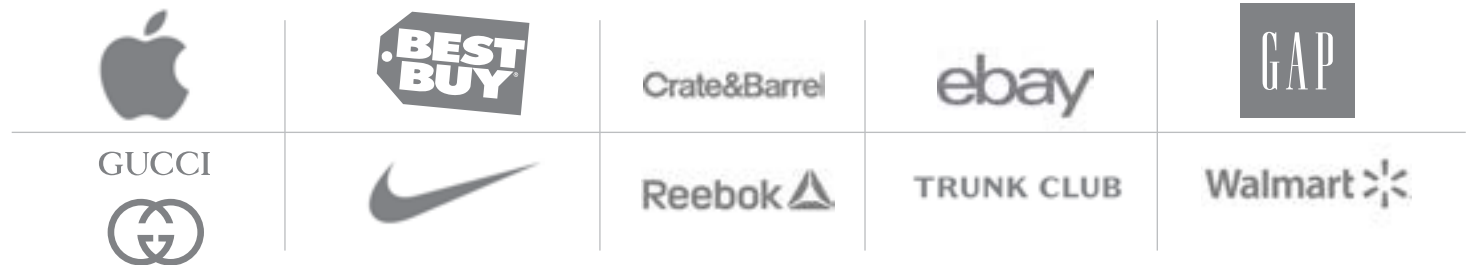
Our partners have a 95% satisfaction rate with the quality of attendees

**H I G H T E C H**

/  
Accounted for  
38% of attendees

**R E T A I L**

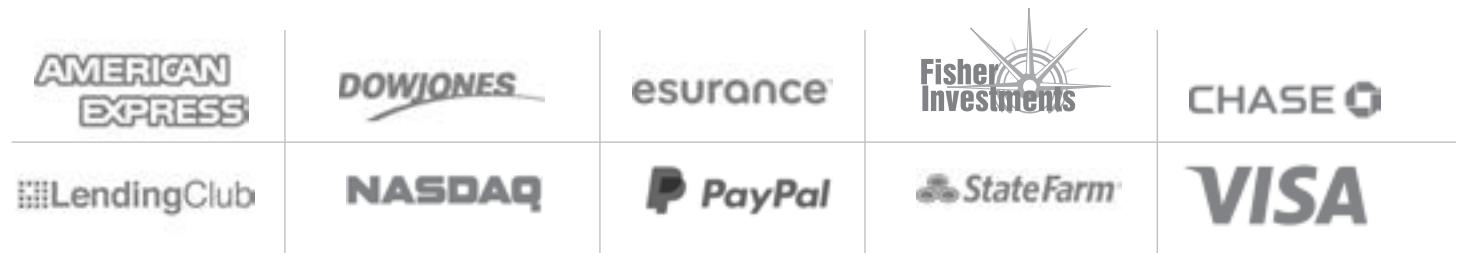
/  
Accounted for  
14% of attendees

**M E D I A**

/  
Accounted for  
10% of attendees

**F I N S E R V E**

/  
Account for  
7% of attendees



SPONSORSHIP OVERVIEW

/

**“Opticon is the one show we make sure to commit to every year - it’s by far the most important event in the industry!”**

CHRIS NEUMANN, CEO, CROMETRICS

## S A T I S F A C T I O N

Every single sponsor surveyed said that they were “Extremely Likely” to attend Opticon18 and **100% said they would sponsor again.**



## S P O N S O R S H I P   O P P O R T U N I T I E S

	DIAMOND	TITANIUM	PLATINUM	GOLD
<b>AVAILABLE</b>	1	2	2	15
<b>SPEAKING OPPS</b>	<ul style="list-style-type: none"> <li>• 30 Minute exclusive main stage session on Day 1</li> <li>• Mobile reminder 5 minutes before session</li> </ul>	<ul style="list-style-type: none"> <li>• 30 Minute breakout session end of Day 2. One in technical track. One in non-technical track</li> </ul>	<ul style="list-style-type: none"> <li>• 30 Minute breakout session on Day 2. One in technical track. One in non-technical track</li> </ul>	—
<b>BOOTH SPACE / PASSES</b>	<ul style="list-style-type: none"> <li>• 10 x 20 space</li> <li>• Priority booth selection</li> <li>• 2 Complimentary break food carts to drive booth traffic. One per day during designated breaks</li> <li>• 5 point passport badge to drive traffic</li> <li>• 15 Conference passes</li> </ul>	<ul style="list-style-type: none"> <li>• 10 x 10 space</li> <li>• Priority booth selection</li> <li>• 1 Complimentary break food cart to drive booth traffic</li> <li>• 3 point passport badge to drive traffic</li> <li>• 10 Conference passes</li> </ul>	<ul style="list-style-type: none"> <li>• 10 x 10 space</li> <li>• 2 Point passport badge to drive booth traffic</li> <li>• 5 Conference passes</li> </ul>	<ul style="list-style-type: none"> <li>• 10 x 10 space</li> <li>• 1 Point passport badge to drive traffic</li> <li>• 2 Conference passes</li> </ul>
<b>BRANDING</b>	<ul style="list-style-type: none"> <li>• Keynote mention</li> <li>• 2 Day breakfast sponsorship</li> <li>• Lanyard co-branding</li> <li>• Website</li> <li>• Digital logo rotating signage (Diamond logo only)</li> <li>• Included in general sponsor digital signage (All logos)</li> <li>• Complimentary digital branding at customer party</li> <li>• 2 General motherboards</li> <li>• Can send one gift to all attendees (Subject to approval)</li> </ul>	<ul style="list-style-type: none"> <li>• 1 Day lunch sponsorship</li> <li>• Website</li> <li>• Digital logo rotating signage (Titanium logos)</li> <li>• Included in general sponsor digital signage (All logos)</li> </ul>	<ul style="list-style-type: none"> <li>• Website</li> <li>• Digital logo rotating signage (Platinum logos)</li> <li>• Included in general sponsor digital signage (All logos)</li> </ul>	<ul style="list-style-type: none"> <li>• Website</li> <li>• Included in general sponsor digital signage (All logos)</li> </ul>
<b>LEADS</b>	<ul style="list-style-type: none"> <li>• Registrant list 1 week before and attendee list within 24 hours post show</li> <li>• 2 Lead scanners included</li> </ul>	<ul style="list-style-type: none"> <li>• Attendee list and scanned leads 48 hours post show</li> <li>• 1 Lead scanner Included</li> </ul>	<ul style="list-style-type: none"> <li>• Your session leads and scanned leads 72 hours post show</li> <li>• 1 Lead scanner included</li> </ul>	<ul style="list-style-type: none"> <li>• Scanned leads post show</li> <li>• 1 Lead scanner included</li> </ul>
<b>ADD'L SERVICES</b>	<ul style="list-style-type: none"> <li>• Access to sponsorship portal</li> <li>• Exclusive on-boarding call</li> <li>• Exclusive pre-show call</li> </ul>	<ul style="list-style-type: none"> <li>• Access to sponsorship portal</li> <li>• Exclusive on-boarding call</li> <li>• Exclusive pre-show call</li> </ul>	<ul style="list-style-type: none"> <li>• Access to sponsorship portal</li> <li>• Group on-boarding call</li> </ul>	<ul style="list-style-type: none"> <li>• Access to sponsorship portal</li> </ul>
<b>PRICE</b>	\$110k	\$85k	\$50k	\$16k

**A D D - O N S**  
/  
Lead Opportunities  
Part I

**BOOTH ADD-ONS / 5 Available**

Price: \$7,500

Drive more people to your booth during designated breaks by adding a booth add-on. Add-on options are subject to availability of hotel catering services and are subject to change, but examples include Wines, Ice Creams, Juices, Pretzels, Cookies, and Fruit

**CONFERENCE PASSPORT PRIZES / 1 Available**

Price: \$7,500

Opticon will have a conference passport to encourage attendee participation to check-in at multiple places. Everyone who completes their passport enters into win prizes.

Sponsorship includes:

- Branded passport page
- Mention that prizes are from sponsor
- Additional points for activities relating to your brand
- Leads from all the completed passports

**MODERATED ROUNDTABLE / 5 Available**

Price: \$9,500

On Day 1 of Opticon, Optimizely will hold multiple moderated roundtables based on different industry topics and business KPIs.

Sponsorship includes:

- 1 Sponsor moderator to lead a 30 min roundtable discussion
- 1 Lead scanner per table

**REGIONAL COCKTAIL RECEPTION / 2 Available**

Price: \$16,000

Our East and West Sales AVPs will each be hosting a 20 person cocktail reception.

Sponsorship includes:

- Branding opportunity
- Named cocktail
- 2 Invites for staff
- Regional reception attendee list

**PRE-CONFERENCE TRAINING** / 2 Available

Price: \$35,000

Opticon hosts 2 half-day trainings for beginners on day 1 to get up and running with how to use Optimizely.

Sponsorship includes:

- A brand mention on-site at the beginning of the selected training
- A 30 min speaking opportunity to run a skills lab
- Attendee scans from the selected training with attendee KPI data
- 2 main day passes
- 15 min on agenda post-training to schedule free consultation services

**A D D - O N S**  
/  
Lead Opportunities  
Part II

**POST-CONFERENCE TRAINING** / 2 Available

Price: \$35,000

Opticon hosts 2 half-day trainings on day 3 for advanced users to learn edge use cases of the Optimizely product.

Sponsorship includes:

- A brand mention on-site at the beginning of the selected training
- A 30 min speaking opportunity to show advanced customer use cases
- Attendee scans from the selected training with attendee KPI data
- 2 main day passes
- 15 min on agenda post-training to schedule free consultation services

**PARTY** / 10 Available

Price: \$45,000

On the night of Day 2, Optimizely will host a customer party.

Sponsorship includes:

- Branding Opportunity
- Party attendee list not including VIP party attendees

**A D D - O N S**  
/  
Branding  
Opportunities

**RECHARGE LOUNGE** / 1 Available

Price: \$17,500

Opticon will have a recharge lounge for attendees to charge their phones and laptops.

Sponsorship includes:

- Branding opportunity

**GIFT BOOKS** / 1 Available

Price: \$30,000

Optimizely will gift attendees inspirational books to read.

Sponsorship includes:

- Final approval of curated selection of book choices
- Branding opportunity at table where attendees can pick up books

**WIFI** / 1 Available

Price: \$50,000

Sponsorship includes:

- Company name as password
- Sponsor mention on pocket agendas

**LIVE STREAM** / 1 Available

Price: \$40,000

We will live stream the Opticon Keynote on the morning of Day 2.

Sponsorship includes:

- Company name branding on live stream site of Optimizely Keynote
- Mention that live stream is brought to you by sponsor

**EXCLUSIVE  
ADD-ONS**

/  
Titanium Level  
sponsors & above

**VIP PARTY RECEPTION / 1 Available**

Our 100 VIPs will have exclusive access to the VIP Reception Lounge during the customer appreciation party at Opticon.

Sponsorship includes:

- Branding opportunity
- Scanned leads
- 2 conference pass upgrades to VIP

Price: \$23,000

**CUSTOMIZED VIP GIFT BOXES / 1 Available**

Our 100 VIPs will receive customized gift boxes during their time at Opticon.

Sponsorship includes:

- 30 min consultation and 3 gift box options to choose from by Vela Stories
- A customized thank you letter insert with branded logo

Price: \$30,000

## C O N T A C T   U S

/

**Last year, all opportunities sold out.**

We only sell a limited number of sponsorships to maintain the quality of networking between attendees and sponsors.

Please reach out to [sponsorships@optimizely.com](mailto:sponsorships@optimizely.com) to inquire about availabilities.

# SPONSORSHIP CONTRACT



	SELECT IF BILLING INFORMATION IS THE SAME AS CONTACT INFORMATION	NOTES
COMPANY NAME		
CONTACT NAME	BILLING CONTACT NAME	
CONTACT TITLE	BILLING CONTACT TITLE	
CONTACT EMAIL	BILLING CONTACT EMAIL	
CONTACT PHONE	BILLING CONTACT PHONE	
CONTACT MAILING ADDRESS (LINE 1)	BILLING CONTACT MAILING ADDRESS (LINE 1)	
CONTACT MAILING ADDRESS (LINE 2)	BILLING CONTACT MAILING ADDRESS (LINE 2)	
CONTACT MAILING ADDRESS (LINE 3)	BILLING CONTACT MAILING ADDRESS (LINE 3)	
LEVEL OF SPONSORSHIP	USD	
YES		
NO		
ARE YOU A CURRENT PARTNER?	SIGNATURE	QUESTIONS? Please email <a href="mailto:sponsorships@optimizely.com">sponsorships@optimizely.com</a>

## **SPONSORSHIP AGREEMENT**

Opticon18 (the “Event”) is scheduled to occur September, 2018 at The Cosmopolitan at Las Vegas, Nevada (the “Hotel”). Optimizely, Inc. (“Optimizely”) reserves the right, at its sole discretion, to change the site, hours or dates of the Event. Optimizely will attempt to notify Sponsors of any such changes as far in advance as possible.

### **Sponsorship Opportunities & Packages**

All applicants for exhibit space, speaking sessions or general sponsorship (regardless of level) (hereinafter “Sponsor”) must agree to this Sponsorship Agreement (“Agreement”). Once this Agreement is accepted by Sponsor (whether electronically, click-through or otherwise) and received and accepted by Optimizely, it is considered binding and fees are non-refundable. Optimizely reserves the right, at its sole discretion, to decline acceptance of this Agreement.

The sponsorship opportunities and packages available for Opticon18 are set forth above on page 9 (Sponsorship Opportunities) of the Prospectus. Although each sponsorship package and its opportunities have been set, Optimizely reserves the right to make changes to the sponsorship packages and the opportunities that comprise a particular package at any time prior to the commencement of the Event. If the changes to a sponsorship package are material, Optimizely will promptly notify Sponsor when such change has been made. Optimizely will make commercially reasonable efforts to provide the sponsor with a replacement of a similar opportunity. Optimizely will identify those activities that have lead scanners in the materials for the Event as not all activities have lead scanners. If lead scanners are not available, Sponsor may purchase scanners from an approved vendor for the activity(ies) it sponsors; subject to the prior written approval of Optimizely and the Hotel. Any customizations to a sponsorship package must be pre-approved by Optimizely in writing. Absent Optimizely’s written approval, Optimizely will have no obligation to fulfil any proposed change.

### **Payment**

Launch, Inc., on behalf of Optimizely, will invoice Sponsor for the fees associated with its chosen level of sponsorship for the Event (“Sponsorship Fee”). Payment is due net 30 days from the invoice date or prior to the start of the Event, whichever date is earlier. Except as otherwise set forth herein, the Sponsorship Fee is nonrefundable and non-cancelable. Optimizely reserves the right to revoke or prevent Sponsor’s Event participation in the event of non-payment.

### **Taxes and Licenses**

Sponsor is solely responsible for obtaining any license(s) and/or permit(s) associated with its participation in the Event. Sponsor is solely responsible for the payment of all taxes (including sales and use taxes), license fees, or other charges applicable to its participation in the Event, including any taxes collected by Optimizely on Sponsor’s behalf.

### **Cancellation By Sponsor**

In the event Sponsor wishes to cancel all or part of its participation in the Event, Sponsor must send notice of cancellation in writing to [opticon2018@optimizely.com](mailto:opticon2018@optimizely.com). Sponsor shall be liable for one-hundred percent (100%) of the total Sponsorship Fee. Sponsor is responsible for payment of the Sponsorship Fee irrespective of the reason for Sponsor’s cancellation. In the event of cancellation by



Sponsor, Optimizely reserves the right to use or resell Sponsor's canceled Event participation. Optimizely's reallocation of Sponsor's Event participation shall not excuse Sponsor from payment of the Sponsorship Fees assessed hereunder. Optimizely reserves the right to cancel the Event or to terminate this Agreement for any reason at any time upon written notice to Sponsor. Upon cancellation or termination by Optimizely, Optimizely's sole liability to Sponsor, and Sponsor's exclusive remedy, shall be a refund of the Sponsorship Fees paid by Sponsor under this Agreement.

#### **Cancellation By Optimizely**

Optimizely reserves the right to cancel the Event (or portion thereof) or to terminate this Agreement or Sponsor's participation in all or part of the Event for any reason at any time upon written notice to Sponsor. Upon Optimizely's cancellation or termination, its sole liability to Sponsor, and Sponsor's exclusive remedy, shall be a refund of the fees paid by Sponsor under this Agreement for the Event in which Sponsor is unable to participate due to such cancellation or termination.

#### **Use of Optimizely Marks**

Sponsor agrees not to use any trademarks, trade names, logos, slogans or other intellectual property owned by Optimizely or its affiliated or subsidiary companies ("Optimizely Marks"), except as permitted in, and in accordance with, Optimizely's Trademark Brand Guide, which is located at the following URL: <https://www.optimizely.com/trademarks/> and incorporated into this Agreement by reference. In its sole discretion, Optimizely may withhold or withdraw permission to display items or distribute souvenirs, advertising or any other material containing the Optimizely Marks. Sponsor may not issue any announcement or press release regarding the Event, or Sponsor's participation in the Event, without the prior written consent of Optimizely.

#### **No Endorsement**

Sponsor will not state or imply that its products or services are endorsed by Optimizely or Optimizely's affiliate or subsidiary companies and no approval by Optimizely or any of its affiliated or subsidiary companies of any of Sponsor's content or participation in the Event will be deemed an endorsement.

#### **Booth Space**

When the booth map becomes available, Sponsor will be eligible to select a booth (placement in the booth selection queue is based in part on the date and time this Agreement is accepted by Optimizely and payment is received plus any other criteria as determined solely by Optimizely). All collateral, signage and marketing materials shall be submitted to Optimizely for review and approval no later than two (2) weeks prior to Sponsor's shipment of its materials to the Hotel.

#### **Use of Event/Booth Space**

Sponsor shall not assign, lend, or share Sponsor's event space. Sponsor shall not advertise, market or promote any services or products that compete with Optimizely. "Promote" includes signage, products, demos, presentations, giveaways, and any other marketing pieces. Sponsor must confine all demonstrations, promotional activities, and representatives to Sponsor's predesignated Event space. Unless pre-approved by Optimizely in writing, Sponsor shall not arrange, schedule, sponsor, co-sponsor or otherwise support any activities, meetings, programs or events (including without limitation lunches and dinners (collectively, the "Outside Activities") during the Event,

whether or not such Outside Activity takes place at a third party facility. No signs, literature, “chair-drops”, collateral, equipment, furniture, or promotional items may be placed, distributed or posted outside of the Sponsor’s designated Event space.

### **Conduct of Sponsor**

Sponsor shall conduct its Event participation in a professional manner so as not to be objectionable to Optimizely, other Sponsors or participants, or the public. Optimizely reserves the right to restrict or prohibit exhibits or content which, because of noise, method of operation, content, or any other reason, are objectionable or otherwise detract from or are out of keeping with the character of the Event as a whole. Unless approved by Optimizely in advance, Sponsor shall not bring anything else on the premises including without limitation alcohol or other beverages, food, photographer or videographer. If approved by Optimizely, Sponsor shall comply with any additional conditions required by Optimizely as well as those of the Hotel. In addition, Sponsor shall not bring or invite any non-registered individuals to the Event or any program, session or other activity related to the Event. Optimizely may prohibit installation or request removal or discontinuance of any exhibit or promotion that, if continued, deviates substantially from the design and description approved in advance by Optimizely. Optimizely and the Hotel reserve the right to close, remove or require changes in any exhibit or to remove any of Sponsor’s personnel, agents, representatives, independent contractors, invitees or guests who are deemed detrimental to Optimizely, the Event, other sponsors, the Hotel, or the public. Sponsor shall not distribute any giveaways, prizes or collateral that would be considered potentially dangerous or destructive, including, without limitation, pocket knives, box knives, adhesive decals, glitter, laser pointers, or dart guns. If Sponsor or its representatives fail to observe the terms and conditions of this Agreement, or, in the opinion of Optimizely, conduct themselves unethically or detrimentally to Optimizely, Sponsor may be dismissed from Event without refund or other appeal.

### **Care of Premises**

Sponsor shall not mark, deface or otherwise damage any furnishings or equipment that is provided, including but not limited to kiosk structures, or the premises. Sponsor shall return all furnishings and equipment, and the premises in as good condition as they were received. Sponsor shall be liable for any damage caused by its failure to adhere to this provision.

### **Condition of Premises**

Any space provided to Sponsor under this Agreement, including but not limited to any kiosks, exhibit space or conference rooms (“Space”), is licensed and provided on an “as is” basis. Optimizely shall not be liable for preexisting conditions of the Space or for conditions arising during the period of the license or Sponsor’s use.

### **Invitees**

Anyone visiting, viewing or otherwise participating in the Space is deemed to be the invitee or licensee of Sponsor while so visiting, viewing or otherwise participating in Sponsor’s exhibit or Space, rather than the invitee of Optimizely or the Event center.

### **Event Badges**

Sponsor personnel, agents and representatives must wear identification badges while on the exhibit floor. All Sponsor personnel, agents and representatives shall conduct themselves in a professional manner and in accordance with the Event policies, including those associated with the Event badges.

### **Permission to Use Materials**

Sponsor grants Optimizely and its employees, agents, contractors or representatives permission to use, reproduce, combine with other works, and publish worldwide in all media, Sponsor's trademarks, product names or descriptions and logo(s) and any materials Sponsor provides for the purpose of, or as result of, Sponsor's participation in Event, including, without limitation, posting on websites, or publishing in other print or electronic media, brochures, newsletters, advertisements, and magazines. Optimizely may edit materials only as necessary to conform them to a given media, e.g., changing the size of an image, but will not modify Sponsor's trademarks or logos in any other way without Sponsor's prior written consent.

### **Confidentiality and Authorization**

This Agreement, its terms and the Event are confidential until publicly announced by Optimizely. Sponsor may not disclose the existence of this Agreement or the terms of this Agreement to any third party without Optimizely's prior written consent. Sponsor hereby authorizes Optimizely to provide Sponsor's contact information including address, phone number, fax number and primary contact person information to the Optimizely Event and marketing team, and any Optimizely vendor contracted to conduct work for this Event, as well as to the Event location owner and its employees, agents and contractors.

### **Warranty**

Sponsor warrants that it has the authority to enter into this Agreement; that its participation in the Event will not violate any other agreement or understanding between Sponsor and a third party; that Sponsor will reimburse Optimizely for any losses Optimizely incurs resulting from any damage to the personal property of, or any personal injury to, Optimizely, the Event location owner, or any of their employees or contractors in connection with the Event; that no materials provided by Sponsor in connection with the Event will infringe or misappropriate any third party's rights; and that Sponsor will comply with all applicable federal, state and local laws and regulations in connection with its obligations under this Agreement and its conduct in connection with the Event.

### **Indemnity**

Sponsor will indemnify and hold Optimizely, its parent, affiliates and subsidiary companies (the "Indemnified Parties") harmless for and from any alleged or actual claim for any costs, losses, or fines, penalties, or expenses (including reasonable attorneys' fees) arising from or related to: (1) any damages to real or personal property, or personal injury to any person, directly or indirectly caused by Sponsor or Sponsor's employee or contractor in connection with the Event; (2) any failure to comply with any applicable federal, state, and local laws and regulations related to the collection, use, sharing, disclosure and storage of personal information; and (3) any claim that the Indemnified Parties' use of any content provided by Sponsor for the Event infringes or misappropriates any third party's intellectual property, publicity, privacy, confidentiality or other right, provided that in no event will the Indemnified parties' approval or use of Sponsor's products or any other materials provided by Sponsor for the Event, or the Indemnified Parties' approval of Sponsor's use of Event marks, affect the Indemnified Parties' right of indemnification as described in this paragraph. This provision will survive the termination or expiration of this Agreement.

### **Limitation of Liability**

Optimizely shall in no event be liable for any indirect, incidental, special or consequential damages, or damages for loss of profits, revenue, data, or use, incurred by Sponsor, whether such action is in contract or tort, even if Optimizely has been advised of the possibility of such damages.

Optimizely's entire liability for damages hereunder shall in no event exceed the Sponsorship Fee paid by Sponsor under this Agreement.

### **Insurance**

(a) Sponsor and its third-party representative shall be fully responsible for any and all damages to property owned by The Cosmopolitan of Las Vegas which results from any act or omission of Sponsor and/or its third-party representative. Sponsor and/or its third-party representatives agree to defend, indemnify and hold harmless Nevada Property 1 LLC dba The Cosmopolitan of Las Vegas, its owners, officers, directors, managers, employees, agents and affiliates from any losses, damages or charges resulting from Sponsor's and/or third-party representative's use of the property, including all losses, costs, damages or expenses arising from, out of, or by reason of property damage, or bodily injury or death to any person or persons, (including, but not limited to, Sponsor, its third-party representative, their agents, employees, and business invitees) which arise from or out of the Sponsor's occupancy and use of the premises. Upon request, Sponsor shall provide Optimizely or its designated agent, Launch, Inc., a certificate of insurance evidencing the following coverage: Commercial General Liability (on Form CG 0001 or equivalent) in the amount of \$2,000,000 combined single limit. This policy shall name The Cosmopolitan of Las Vegas as additional insured and such coverage shall be primary as respects any insurance coverage carried by The Cosmopolitan of Las Vegas. Workers Compensation providing statutory coverage and Employers Liability in the amount of \$1,000,000. Such policy shall include a Waiver of Subrogation against The Cosmopolitan of Las Vegas. Copies of the release of liability and certificates of insurance shall be provided to Optimizely upon request.

### **No Assignment**

The rights granted by this Agreement are personal in nature. Sponsor may not assign this Agreement to any third party without the prior written consent of Optimizely.

### **Authorization**

By accepting this Agreement, you are authorizing Optimizely to provide contact information including your address, phone number, fax number and contact person to any service vendor contracted to conduct work at the Event.

Governing Law; Jurisdiction

This Agreement and all matters arising out of or relating to it shall be governed by the procedural and substantive laws of the State of California. Any legal action relating to this Agreement shall be instituted in Santa Clara, California.

### **Other Rules and Regulations**

Sponsor shall comply with all applicable laws, rules, regulations, ordinances, codes and statutes with respect to the conduct of its exhibit. Sponsor shall also comply with the exhibitor manual and all reasonable requests of Optimizely and the Event Center with respect to the

conduct of its exhibit. Optimizely and the Event Center may issue further rules and regulations governing the Event or use of the Event Center facilities from time to time. Sponsor agrees to abide by all such rules and regulations, to the extent reasonable.

#### **Authorization**

Sponsor authorizes Optimizely to provide contact information, including its address, phone number, fax number, email address and contact person, to the Event center and Event contractors.

#### **Mailing/Contact Lists**

Notwithstanding any other terms or conditions of this Agreement: (a) all mailings provided hereunder shall be limited to individuals that have opted-in to receiving such mailings; and (b) all contact lists provided hereunder shall be limited to individuals that have opted-in to having their contact information provided to the party receiving the contact information. If Optimizely provides Sponsor with the contact information of Event attendees who have opted-in to receiving marketing from Sponsor, Sponsor will ensure that it uses such information in compliance with applicable laws, including the U.S. CAN-SPAM Act.

#### **Force Majeure**

Optimizely shall not be responsible for any loss or damage resulting from failure to perform under this Agreement or to conduct the Event as currently scheduled in whole or part as a result of riot, strike, civil disorder, act of war, failure of facilities, earthquake, storm, fire, flood, or other acts of God, or any reason of any kind whatsoever beyond the reasonable control of Optimizely. In such event, Optimizely will make reasonable efforts to reschedule the Event. Notwithstanding any other terms or conditions of this Agreement, should it ultimately be impossible to hold the Event due to a force majeure event, Optimizely may retain or will be due such portion of the Sponsorship Fee as necessary to compensate Optimizely for expenses reasonably incurred up to the time the force majeure event occurred. All payments in excess of such expenses shall be refunded.

#### **No Partnership or Agency**

Nothing in this agreement is intended to, or will be deemed to, establish any partnership or joint venture between any of the parties, designate any party as the agent of another party, nor authorize any party to make or enter into any commitments for or on behalf of any other party.

#### **Entire Agreement**

This Agreement constitutes the complete agreement between the parties and supersedes all prior or contemporaneous agreements or representations, written or oral, concerning the subject matter hereof. This Agreement may not be modified or amended except in a writing signed by a duly authorized representative of each party.