



Atlassian Summit US 2017 Sponsor Agreement

San Jose, California

September 12-14, 2017

Sponsor Application and Agreement

The undersigned applicant agrees to be a Sponsor (as defined below) of Atlassian Summit US 2017. To secure a sponsorship, an applicant must (a) submit a completed and signed copy of this Application and Sponsorship Agreement (the "**Agreement**") and (b) pay the Sponsorship Fees set forth below.

Sponsors of Atlassian Summit US 2017 will be entitled to the Sponsorship Opportunities described in **Exhibit A**.

Atlassian Summit US 2017 will be held on September 12-14, 2017 at the San Jose Convention Center in San Jose, California, USA.

APPLICANT CONTACT INFORMATION

Sponsor (Published Company name): _____

Marketing Contact Name: _____

Address: _____

Email: _____

Phone: _____

SPONSORSHIP INFORMATION*

Sponsorship Package: _____

Additional Marketing Opportunities: _____

Sponsor Package Spend: _____

Additional Marketing Opportunity Spend: _____

Sponsorship Fees: _____

Capitalized terms referenced in this Sponsorship Information section but not defined shall have the meaning set forth on **Exhibit A.*

By signing below and returning this Agreement to Atlassian, Inc., the undersigned signatory agrees that (1) he/she has the legal authority to execute this Agreement and bind the Sponsor, and (2) the Sponsor will be bound by the Terms and Conditions and **Exhibit A** attached hereto, and pay the Sponsorship Fees as described above.

Sponsor Signature: _____

Date: _____

Print Name: _____

Title: _____

Atlassian Acceptance:

Signature: _____

Date: _____

Print Name: _____

Title: _____



TERMS AND CONDITIONS

This Agreement is made between Atlassian, Inc. ("**Atlassian**"), and the sponsor identified on the cover page to this Agreement ("**Sponsor**") and shall be effective on the date this Agreement is signed by Sponsor and countersigned by Atlassian (the "**Effective Date**"). This Agreement sets forth the terms and conditions under which Sponsor will participate as a sponsor of the Conference (as defined below). In consideration of the mutual promises contained herein, Atlassian and Sponsor agree as follows:

1. **Conference Sponsorship, Location and Date.** Sponsor agrees to participate as a sponsor at Atlassian Summit US 2017 (the "**Conference**"), which will be held on September 12-14, 2017 at the San Jose Convention Center, San Jose, California, USA (the "**Venue**"). For the purposes of this Agreement September 12, 2017 shall be the Conference start date (the "**Conference Start Date**"). Atlassian reserves the right, in its sole discretion, to change the site, hours, or dates of the Conference. Atlassian will attempt to notify Sponsor of any such changes as far in advance as possible. In connection with the Conference, Atlassian agrees to provide Sponsor with the Sponsorship Opportunities that Sponsor has selected on **Exhibit A** and Sponsor agrees to pay the Sponsorship Fees as indicated on the Sponsor Application and Agreement.
2. **Conference Rights.** Sponsor acknowledges that (i) all profiles, speaker nominations, presenter nominations, guest passes, gifts/giveaways, and other matters pertaining to the Conference shall be within the sole judgment, discretion and control of Atlassian; (ii) Sponsor shall have no right in or to the Conference or any revenue derived by Atlassian or its agents therefrom; (iii) Sponsor shall have no right in or to, and no interest in, any logo, trade name, trademark, service mark, copyright or other intellectual property relating to Atlassian or arising from the Conference. All sponsorship opportunities are predicated upon Atlassian's receipt of required copy, logos, signage etc. ("**Materials**") on or before the deadline dates specified by Atlassian. Sponsor shall not display or present any Materials that are not approved by Atlassian. Atlassian in its sole discretion may edit or reject any Materials proposed by Sponsor for presentation at any time after receipt. Sponsor will ensure that all Materials are accurate, correct and complete and do not contain any information which may cause offense to any person or which is defamatory to any person. Sponsor will ensure that the content of all Materials complies with all applicable laws. Sponsor warrants that the Materials do not infringe the intellectual property rights of any third party and that it is the owner or duly authorized licensee of the Materials. Sponsor hereby grants to Atlassian a non-exclusive, royalty free license to use the Materials in connection with the Conference. While Atlassian will take all reasonable care in relation to the production of material and information incorporating the Material, Atlassian will not in any event be responsible to Sponsor for any omissions, misquotations or other errors which may occur. Atlassian reserves the right to refuse to use any Material in relation to the Conference and may remove or delete such Material without liability to Atlassian.
3. **Limitation of Liability.** NEITHER ATLASSIAN NOR THE VENUE SHALL BE HELD LIABLE FOR ANY DAMAGE, INJURY OR LOSS TO SPONSOR'S PROPERTIES OR REPRESENTATIVES PARTICIPATING IN THE CONFERENCE WHERE SUCH DAMAGE, INJURY OR LOSS DOES NOT ARISE SOLELY FROM THE GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT OF ATLASSIAN. IN NO EVENT AND UNDER NO LEGAL THEORY SHALL ATLASSIAN OR ITS SUPPLIERS BE LIABLE TO SPONSOR FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, OR PUNITIVE DAMAGES OF ANY KIND ARISING OUT OF OR RELATED TO THIS AGREEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. IN NO EVENT SHALL ATLASSIAN'S TOTAL LIABILITY IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT EXCEED THE SPONSORSHIP FEES PAID BY SPONSOR.
4. **Indemnification.** Sponsor agrees to indemnify and hold harmless Atlassian, as well as its officers, directors, employees, agents and consultants from any and all claims, losses, damages, liabilities, judgments, or settlements, including attorney's fees, costs and other expenses in connection with the Conference that are related to (i) the Sponsor's negligent acts or omissions or (ii) a breach of this Agreement.
5. **Waiver.** Sponsor expressly (i) waives all rights, if any, to assert any claims against Atlassian, the Venue and their parents, subsidiaries, affiliates, members, successors, employees, representatives and (ii) releases such parties from all liability for (a) property damage of any kind and for any reason and (b) any personal injury, including death or other loss, for any reason, provided, however, such damage or injury is not due to the gross negligence or willful misconduct of Atlassian, the Venue or any of their parents, subsidiaries, affiliates, members or employees. Sponsor accepts all responsibility for any injury or public liability incurred as a direct result of or relating to the Conference, except to the extent caused by the gross negligence or willful misconduct of Atlassian or the Venue.
6. **Insurance.** For the duration of the Conference, Sponsor shall maintain a Comprehensive General Liability Insurance policy with contractual liability coverage and combined single limits in the limited amount of USD\$2,000,000 per occurrence for personal injury and property damage. Such insurance shall provide coverage insuring against loss, damage or liability for injury or death to persons and loss or damage to property and shall not exclude property of the Venue. Atlassian, the Venue, together with their respective owners and operators, shall be included in such policies as additional named insureds. Sponsor acknowledges that neither Atlassian, the Venue nor their respective owners and operators, maintain insurance covering Sponsor's property and that it is the sole responsibility of Sponsor to obtain business interruption and property damage insurance covering any losses by Sponsor.

7. **Independent Contractors.** The parties hereto are independent contractors. Nothing herein shall be deemed to constitute either party as the representative, agent, partner or joint venture of the other.
8. **Termination; Cancellation.**
 - a. Atlassian reserves the right to cancel the Conference or to terminate this Agreement for any reason at any time upon written notice to Sponsor. Upon cancellation of the Conference or termination of the Agreement by Atlassian, Atlassian's sole liability to Sponsor, and Sponsor's exclusive remedy, shall be a refund of any Sponsorship Fees actually paid by Sponsor under this Agreement.
 - b. Sponsor may cancel this Agreement at any time upon written notice to Atlassian, subject to the following cancellation charges: If cancellation notice is received by Atlassian in writing on or before the date which is the 30th day prior to the Conference Start Date, Atlassian is entitled to retain if already paid (or Sponsor is required to pay if no payment has been made) as a cancellation charge an amount equal to fifty percent (50%) of the Sponsorship Fees, and if such notice is received by Atlassian less than thirty (30) days prior to the Conference Start Date, Atlassian is entitled to retain (if already paid) or Sponsor is required to pay (if full payment has not been made) a cancellation charge equal to the entire Sponsorship Fee (or the balance of the Sponsorship Fees if a partial payment was already paid). Cancellations by Sponsor must be received in writing and sent to **Atlassian, Attn: Angie Smith 1098 Harrison Street, San Francisco, CA 94103 USA.**
9. **Completed Agreement.** All completed Agreements should be sent to Sponsorship@atlassian.com for processing. An authorized representative for Atlassian will return a countersigned copy to the Sponsor upon Atlassian's acceptance of the Agreement. Atlassian reserves the right, in its sole discretion, to decline to accept any Application.
10. **Force Majeure.** Neither Atlassian nor the Venue shall have any liability for any failure to perform its obligations hereunder where such failure to perform was due to any riot, strike, civil disorder, act of war, act of God or any other cause of any kind whatsoever not within Atlassian's reasonable control.
11. **Miscellaneous.** Sponsor shall comply with all laws, ordinances, Rules and Regulations in the Exhibitor Resource Center through the duration of the Conference. Atlassian reserves the right to refuse any person entry to the Conference or to remove any person from the Conference at any time. By signing this Agreement, Sponsor authorizes Atlassian to provide contact information including Sponsor's address, phone number, e-mail address and contact name to any service vendor contracted to conduct work at the Conference. This Agreement constitutes the complete agreement between the parties and supersedes all prior or contemporaneous agreements or representations concerning the subject matter hereof. This Agreement shall be governed by the laws of the State of California and the United States without regard to conflicts of laws provisions thereof. Unless waived by Atlassian in its sole discretion, the jurisdiction and venue for any action arising out of or relating to the subject matter of this Agreement shall be the California state and United States federal courts located in San Francisco, California, and both parties hereby submit to the personal jurisdiction of such courts. Sponsor may not assign or transfer this Agreement. If any provision of this Agreement is ruled invalid, such invalidity shall not affect the validity of the remaining portions of this Agreement. This Agreement can only be modified in a written document signed by Atlassian and Sponsor. No failure by either party in exercising any right, power or remedy shall operate as a waiver of the same. Sections 3 through 11 hereof and any accrued rights to payment and remedies for breach of this Agreement shall survive, in accordance with their terms, the completion of the Conference or the expiration or termination of this Agreement.

Exhibit A
Atlassian Summit US 2017 Sponsor Opportunities, Fees and Payment

Sponsorship Opportunities: means the benefits offered to Sponsors at each Sponsorship Package level or Additional Marketing Opportunity level, as further described at https://www.atlassian.com/dam/jcr:694923cf-17b9-4613-bc0b-06e67011864d/SummitUS2017_SponsorshipProspectus.pdf, as may be updated from time to time.

Sponsorship Package Spend: means the value of the applicable Sponsorship Package, available at https://www.atlassian.com/dam/jcr:694923cf-17b9-4613-bc0b-06e67011864d/SummitUS2017_SponsorshipProspectus.pdf, as may be updated from time to time. Additional Sponsorship Packages may be added at Atlassian's discretion.

Additional Marketing Opportunity ("AMO") Spend: means the value of the applicable Additional Marketing Opportunity, available at https://www.atlassian.com/dam/jcr:694923cf-17b9-4613-bc0b-06e67011864d/SummitUS2017_SponsorshipProspectus.pdf, as may be updated from time to time. Additional AMOs may be added at Atlassian's discretion.

Payment Terms: All Sponsorship Fees are due and payable thirty (30) days after the Atlassian invoice date. Atlassian will produce one (1) invoice for Sponsorship Fees less than USD \$20,000 in the aggregate. Atlassian will produce two (2) equal invoices for Sponsorship Fees equal to USD \$20,000 or more in the aggregate. All Sponsorship Fees should be settled and sent in USDs. If Sponsor transfers payment in currency other than USDs, Sponsor will be responsible for any shortage of funds received, as calculated using the spot rate on the date that funds are received in addition to any additional bank fees charged. If such payment is not received within thirty (30) days prior to the Conference Start Date, Atlassian (i) may withhold any and all sponsorship and marketing benefits, (ii) shall be relieved of its obligations under this Agreement and/or (iii) may terminate this Agreement pursuant to Section 8. If this Agreement is terminated pursuant to this paragraph, Sponsor shall not be entitled to any refunds from Atlassian for any payments made under this Agreement.

Sponsor may purchase additional sponsorship and/or marketing benefits upon written approval by Atlassian and payment therefor by Sponsor. Such purchase of additional sponsorship benefits shall be governed by the terms of this Agreement. Additional Packages & AMOs may be added at Atlassian's discretion. Sponsors must obtain the Venue's prior approval before selling or offering gratis food or drink at its booths or in AMOs during the Conference. Sponsor is responsible for payment of all taxes.