Dear Valued Partner,

As you well know, marketing is in a state of transformation. The Marketing Nation Summit™ is the premier industry event for anyone involved in digital marketing and engaging customers, bringing together the best and brightest minds in the digital transformation of marketing, advertising, IT, services, and beyond. We are excited to announce that we will be moving Summit, taking place April 23rd-26th, 2017, back to Moscone West in San Francisco!

As a Marketo partner, you are an integral part of what makes Marketo the best marketing ecosystem for our customers. The Marketing Nation Summit is an opportunity to build awareness for your brand among leaders and practitioners from our base of customers, prospects, and key industry thought leaders.

Last year we had over 6,000 attendees, 100 sessions, and 115 sponsors. We expect 2017’s event will be even bigger and better, and we hope you’ll join us. We offer a wide range of sponsorship opportunities to suit your needs. I encourage you to review our sponsorship prospectus—especially the important dates for sponsorship discounts—and respond quickly, as we expect to sell out. Please note that booth selection is based on your contract submission date, so don’t delay!

On behalf of the entire Marketo team, I hope you’ll choose to partner with us for what’s shaping up to be our most successful Marketing Nation Summit yet!

Sincerely,

Robin Ritenour
SVP of Business Development
Marketo

Our 2016 sponsors told us: they were happy with the quantity of leads (average increase of 21%), the quality of traffic to their booth (79%), and the ROI Summit provides (82%). And, 94% plan to join us again this year.
Marketing Nation Summit provides a level of excitement and enthusiasm around marketing that other events in the same space don’t have. It’s clear they care just as much about their sponsors as they do the attendees, which is important to us. Overall, Marketing Nation Summit is a joy to attend as a sponsor!

ERIKA GOLDWATER  
VICE PRESIDENT MARKETING  
ANNUITAS

It’s a really unique opportunity to talk to my peers and see what people are thinking about, what people are doing, how people are solving some of the same challenges that we have.

JORDON WEISS  
SENIOR DIRECTOR OF GLOBAL INTEGRATED MARKETING  
CA TECHNOLOGIES

Summit 2016 was one of the best events we have seen that brings together demand generation marketing technology professionals from a wide variety of organizations and industries. I highly recommend the investment in sponsorship for 2017.

BRIAN HANSFORD  
DIRECTOR - CLIENT SERVICES  
DEMAND GENERATION & MARKETING TECHNOLOGY, HEINZ MARKETING
2016 SPONSORS SAID:

• GOT 21% MORE LEADS
• QUALITY BOOTH TRAFFIC (79%)
• PROVIDES POSITIVE ROI (82%)
• 94% WILL SPONSOR SUMMIT 2017

2016 ATTENDANCE
6,000+ TOTAL ATTENDEES WORLDWIDE

ATTENDANCE BY INDUSTRIES

- 28% INTERNET AND SOFTWARE
- 18% BUSINESS SERVICES
- 15% MISCELLANEOUS (ENERGY, NON PROFIT, INSURANCE, TRANSPORTATION, TRAVEL)
- 15% COMPUTER AND ELECTRONICS
- 5% FINANCIAL SERVICES
- 4% TELECOM
- 4% RETAIL
- 4% EDUCATION
- 3% MANUFACTURING
- 3% MEDIA & ENTERTAINMENT
- 3% HEALTHCARE
- 2% REAL ESTATE & CONSTRUCTION

ATTENDANCE BY JOB ROLE

- 73% CUSTOMERS
  - 27% PROSPECTS
- 67% B2B
  - 33% B2C
- 73% SMB
  - 27% ENT
- 78% UNITED STATES
  - 22% INTERNATIONAL

- 12% EXECUTIVE
- 9% SALES ROLE
- 13% OTHER (AGENCY, ANALYST, IT)
- 66% MARKETING

WHO SAID IT
GOOD COMPANY

STATS
9%
SALES ROLE
12%
EXECUTIVE
66%
MARKETING
13%
OTHER (AGENCY, ANALYST, IT)
5%
FINANCIAL SERVICES
4%
TELECOM
4%
RETAIL
4%
EDUCATION
3%
MANUFACTURING
3%
MEDIA & ENTERTAINMENT
3%
HEALTHCARE
2%
REAL ESTATE & CONSTRUCTION

6,000+ TOTAL ATTENDEES WORLDWIDE
2016 SPONSORS

THANK YOU TO OUR 2016 SPONSORS THAT MADE THE MARKETING NATION SUMMIT 2016 A HUGE SUCCESS.

DIAMOND
- Accenture
- Interactive

PLATINUM
- DigitasLBi
- EVERSTRING
- infer
- integrate
- Kapost
- Lattice
- NewsCred
- SnapApp
- überflip
- vidyard

GOLD
- 6sense
- ANNUITAS
- brightcove
- coptimizer
- Demdata
- OpenText
- influence
- informatica
- InsideView
- jahia
- jive
- LeadMD
- leadspace
- LookbookHQ
- Marketing.ai
- Olivier
- PFL
- RADIUS
- REACHForce
- infuriate
- informatica
- InsideView
- jahia
- WISTIA

SILVER
- Allocadia
- bizzle
- brightfunnel
- Certain
- ClearCalling
- cloudwords
- SMARTLING
- curata
- Eventbrite
- funnelWise
- GoAnimate
- Hushly
- Knok
- Kwanzoo
- LeadIQ
- LeadPages
- Leverage
- MarketMuse
- MediaMath
- Oceanos
- ON24
- optimize
- PERKUTO
- ReadyTalk
- Salytics
- speax
- tableub
- Turn
- zoominfo
- GIGA
- INxPO
- RingLead

BRONZE
- AdRoll
- BlueBird
- Brown
- Heinz
- MOO
- translations.com
- social360
- Ultimate
- n3
- MarketingPros

EXHIBITOR
- ActiveProspect
- atEvent
- Attend
- Bedrock Data
- Brafton
- CallTrackingMetrics
- Elaborate
- eventuosity
- funnelWise
- GoAnimate
- Hushly
- Knok
- Kwanzoo
- LeadIQ
- Marketing Automation Canada
- MediaMath
- Oceanos
- Openprise
- Position2
- Rocket Fuel
- Salesforce
- SalesLoft
- ScribbleLive
- ShowMeLeads
- SimilarWeb
- Socedo
- TrenDemonic
- True Influence
- Velocity
- ZFR Solutions
- digiTal FL
- Leadpages
- Quicksales
- Workato
## AN INTRODUCTION

**THE 2017 MARKETING NATION SUMMIT IS HEADED BACK TO SAN FRANCISCO!**

We are excited to be back at Moscone West, the largest convention and exhibition complex in San Francisco.

### SPONSORSHIPS

We have a range of sponsorship packages designed to suit all your needs. Each allows you to showcase your products and services where the top marketing decision-makers and influencers network.

### HOW TO RESERVE YOUR SPONSORSHIP

Sponsorships are limited and available on a first-come, first-served basis. To request your sponsorship just hit the Sign Me Up link and you will be guided to our online Sponsorship Portal. For additional questions email us at SummitSponsorship@marketo.com.

### BOOTH SELECTION

Booth selection will take place in early 2017. At that time, sponsors will have the opportunity to select the booth of their choice in their sponsorship level (based on availability). The selection process will begin in the order in which the signed agreements were received.

### PAYMENT OPTIONS

Sponsorships can be paid by check or wire transfer. Sponsorships must be paid in full for booth selection.

<table>
<thead>
<tr>
<th>PACKAGE</th>
<th>SUPER EARLY BIRD</th>
<th>EARLY BIRD</th>
<th>REGULAR RATE</th>
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</thead>
<tbody>
<tr>
<td>DIAMOND</td>
<td>Email for Details</td>
<td>Email for Details</td>
<td></td>
</tr>
<tr>
<td>TITANIUM</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>PLATINUM</td>
<td>$90,000</td>
<td>$95,000</td>
<td>$100,000</td>
</tr>
<tr>
<td>GOLD</td>
<td>$63,000</td>
<td>$66,500</td>
<td>$70,000</td>
</tr>
<tr>
<td>SILVER</td>
<td>$40,500</td>
<td>$42,750</td>
<td>$45,000</td>
</tr>
<tr>
<td>BRONZE</td>
<td>$31,500</td>
<td>$33,250</td>
<td>$35,000</td>
</tr>
<tr>
<td>EXHIBITOR</td>
<td>$9,000</td>
<td>$9,500</td>
<td>$10,000</td>
</tr>
</tbody>
</table>

Make checks payable to: FreemanXP Marketo 350 Rhode Island Street, Suite 220N San Francisco, CA 94103

Remitting Payment via Bank:  
- Bank of America  
- Beneficiary: FreemanXP Inc: Marketo  
- ABA/Transit Number: 026009593 (for wires)  
- ABA/Transit Number: 111000025 (for ACH)  
- Account Number: 488038519842  
- Swift Code (for International Transfers): BOFAUS3N
**SPONSORSHIPS AT A GLANCE**

**SPONSORSHIPS ARE LIMITED!**

To secure your spot today, purchase your sponsorship by clicking the Sign Me Up link. The deadline to purchase your sponsorship is February 15, 2017. For additional questions email SummitSponsorship@marketo.com.

<table>
<thead>
<tr>
<th></th>
<th>DIAMOND</th>
<th>TITANIUM</th>
<th>PLATINUM</th>
<th>GOLD</th>
<th>SILVER</th>
<th>BRONZE</th>
<th>EXHIBITOR</th>
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<tbody>
<tr>
<td>Co-Sponsorship of Sunday Night Welcome Reception</td>
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<tr>
<td>Logo on Conference Lanyard</td>
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<td>Lunch Sponsor</td>
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<td>Pre-Event Promotion on Marketo Social Networks</td>
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<tr>
<td>Joint Customer Speaking Opportunity</td>
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<td>Private Meeting Room</td>
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<tr>
<td>Thank You During Keynote</td>
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<td>Logo in Email Communications</td>
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<tr>
<td>Access to VIP Areas</td>
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<tr>
<td>Branded Signage in Prominent Areas</td>
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</tr>
<tr>
<td>Full Conference Passes</td>
<td>20</td>
<td>16</td>
<td>10</td>
<td>8</td>
<td>6</td>
<td>4</td>
<td>2</td>
</tr>
<tr>
<td>Booth Size</td>
<td>30'x30'</td>
<td>20'x20'</td>
<td>10'x30'</td>
<td>10'x20'</td>
<td>10'x10'</td>
<td>10'x6.5'</td>
<td>Kiosk</td>
</tr>
</tbody>
</table>
DIAMOND SPONSORSHIP

One 30’X30’ Diamond kiosk with prominent location in the Expo Hall*

One speaking opportunity with Marketo customer
• Customer must be approved by Marketo
• Session leads will be provided

Ten full conference passes

Ten full conference passes with VIP access
• Access to Special Keynote seating
• Access to VIP Lounge in the conference center
• Access to VIP Area at the Marketing Nation Gala

Co-sponsorship of the Monday Night Opening Reception

Logo on conference lanyard co-branded with Marketo

One meeting room
• Exclusive use for the duration of the conference (will not be open during keynote sessions, setup and tear down; room size is 10’ x 10’)

Recognition/Thank You during Keynote by Marketo Executive

Summit website recognition
• Logo on sponsor section
• Company description

Branded sponsorship signage in prominent locations

Conference mobile app
• Logo included in directory
• Company description
• Link to your featured content

$200 discount code to apply to full conference passes
• Provided for Sponsor’s Customers only, not applicable to Sponsor employees

Logo on footer of Summit emails
• Beginning January 1, 2017

One promotion of your Diamond Sponsorship
• On Marketo’s social networks

* All branded artwork items to be designed/provided by Sponsor to Marketo specifications and subject to approval. Please note: Lead retrieval is not included in your sponsorship package and will be available for purchase separately.
TITANIUM SPONSORSHIP

20’x20’ Exhibit kiosk

One speaking opportunity with Marketo customer
- Customer must be approved by Marketo
- Session leads will be provided

Co-sponsorship of conference lunches
( Monday and Tuesday)

Eight full conference passes

Eight full conference passes with VIP access
- Access to Special Keynote Seating
- Access to VIP Lounge in the Conference Center
- Access to VIP Area at the Marketing Nation Gala

One meeting room
- Exclusive use for the duration of the conference (will not be open during Keynote sessions, setup and tear down; room size is 10’ x 10’)

Recognition/Thank You during Keynote by Marketo Executive

Summit website recognition
- Logo on sponsor section
- Company description

Branded sponsorship signage in prominent locations

Conference mobile app
- Logo included in directory
- Company description
- Link to your featured content

$200 discount code to apply to full conference passes
- Provided for Sponsor’s Customers only, not applicable to Sponsor employees

Logo on footer of Summit emails
- Beginning January 1, 2017

One promotion of your Titanium Sponsorship
- On Marketo’s social networks

* All branded artwork items to be designed/provided by Sponsor to Marketo specifications and subject to approval. Please note: Lead retrieval is not included in your sponsorship package and will be available for purchase separately.
PLATINUM SPONSORSHIP

10’x30’ Exhibit kiosk

One speaking opportunity with Marketo customer
- Customer must be approved by Marketo
- Session leads will be provided

Six full conference passes

Four full conference passes with VIP access
- Access to Special Keynote Seating
- Access to VIP Lounge in the Conference Center
- Access to VIP Area at the Marketing Nation Gala

One meeting room
- Exclusive use for the duration of the conference (will not be open during Keynote sessions, setup and tear down, room size is 10’ x 10’)

Summit website recognition
- Logo on sponsor section
- Company description

Branded sponsorship signage in prominent locations

Conference mobile app
- Logo included in directory
- Company description
- Link to your featured content

$200 discount code to apply to full conference passes
- Provided for Sponsor’s Customers only, not applicable to Sponsor employees

Logo on footer of Summit emails
- Beginning January 1, 2017

PLATINUM 10’x30’ EXHIBIT KIOSK INCLUDES:

- PRINTED GRAPHIC PANELS*
- TWO DEMO WORKSTATIONS
- ONE BRANDED INFORMATION COUNTER*
- TWO LOGO HEADERS
- TWO ELECTRICAL CONNECTIONS
- TWO POWER STRIPS
- TWO WASTEBASKETS
- MATERIAL HANDLING – 4 PACKAGES
- TWO STOOLS
- TWO MOUNTED MONITORS
- INSTALL AND DISMANTLE
- SPONSOR ONLY WI-FI ACCESS

* All branded artwork items to be designed/provided by Sponsor to Marketo specifications and subject to approval. Please note: Lead retrieval is not included in your sponsorship package and will be available for purchase separately.

OVERVIEW

DIAMOND

TITANIUM

PLATINUM

GOLD

SILVER

BRONZE

EXHIBITOR

A-LA-CARTE

WELCOME 
A CASE FOR SPONSORSHIP 
SPONSORSHIP PORTFOLIO 
TERMS & CONDITIONS

WELCOME 
A CASE FOR SPONSORSHIP 
SPONSORSHIP PORTFOLIO 
TERMS & CONDITIONS
**GOLD SPONSORSHIP**

10’x20’ Exhibit kiosk

Six full conference passes

Two full conference passes with VIP access
  - Access to Special Keynote Seating
  - Access to VIP Lounge in the Conference Center
  - Access to VIP Area at Gala

Summit website recognition
  - Logo on sponsor section
  - Company description

Branded sponsorship signage in prominent locations

Conference mobile app
  - Logo included in directory
  - Company description
  - Link to your featured content

---

* All branded artwork items to be designed/provided by Sponsor to Marketo specifications and subject to approval. Please note: Lead retrieval is not included in your sponsorship package and will be available for purchase separately.

---

$70,000 25 AVAILABLE

---
SILVER SPONSORSHIP

10'x10' Exhibit kiosk
Six full conference passes
Summit website recognition
- Logo on sponsor section
- Company description
Branded sponsorship signage in prominent locations
Conference mobile app
- Logo included in directory
- Company description

* All branded artwork items to be designed/provided by Sponsor to Marketo specifications and subject to approval. Please note: Lead retrieval is not included in your sponsorship package and will be available for purchase separately.

SILVER 10'X10' EXHIBIT KIOSK INCLUDES:
- BRANDED PANEL*
- ONE WORKSTATIONS
- ONE LOGO HEADER
- ONE ELECTRICAL CONNECTION
- ONE POWER STRIP
- ONE WASTEBASKET
- MATERIAL HANDLING – 2 PACKAGES
- ONE STOOL
- ONE MOUNTED MONITOR
- INSTALL AND DISMANTLE
- SPONSOR ONLY WI-FI ACCESS

SILVER SPONSORSHIP

10'x10' Exhibit kiosk
Six full conference passes
Summit website recognition
- Logo on sponsor section
- Company description
Branded sponsorship signage in prominent locations
Conference mobile app
- Logo included in directory
- Company description

* All branded artwork items to be designed/provided by Sponsor to Marketo specifications and subject to approval. Please note: Lead retrieval is not included in your sponsorship package and will be available for purchase separately.
BRONZE SPONSORSHIP

6.5’ EXHIBIT KIOSK INCLUDES:

BRANDED PANEL*
ONE WORKSTATION
ONE LOGO HEADER
ONE ELECTRICAL CONNECTION
ONE POWER STRIP
ONE WASTEBASKET
MATERIAL HANDLING – 1 PACKAGE
ONE STOOL
ONE MOUNTED MONITOR
INSTALL AND DISMANTLE
SPONSOR ONLY WI-FI ACCESS

10’x6.5’ Exhibit kiosk

Four full conference passes

Summit website recognition
- Logo on sponsor section
- Company description

Conference mobile app
- Logo included in directory
- Company description

* All branded artwork items to be designed/provided by Sponsor to Marketo specifications and subject to approval.
Please note: Lead retrieval is not included in your sponsorship package and will be available for purchase separately.

$35,000
25
AVAILABLE
**EXHIBITOR SPONSORSHIP**

**Exhibit kiosk**
- Two full conference passes

**Summit website recognition**
- Logo on sponsor section
- Company description

**Conference mobile app**
- Logo included in directory

---

**EXHIBITOR**

**KIOSK INCLUDES:**
- Kiosk workstation
- Branded panel*
- One logo header
- One electrical connection
- One power strip
- One wastebasket
- Material handling – 1 package
- One stool
- One meterboard*
- One mounted monitor
- Install and dismantle
- Sponsor only Wi-Fi access

---

*All branded artwork items to be designed/provided by Sponsor to Marketo specifications and subject to approval.

Please note: Lead retrieval is not included in your sponsorship package and will be available for purchase separately.
Add value to your sponsorship both inside and outside the Expo Hall! Put your brand front and center at the 2017 Marketing Nation Summit by taking advantage of one of these great marketing promotional opportunities. Please note: A-La-Carte items must be purchased in addition to a sponsorship package.

<table>
<thead>
<tr>
<th>A-LA-CARTE SPONSORSHIP</th>
<th>COST</th>
</tr>
</thead>
<tbody>
<tr>
<td>MOVE WITH MARKETO - FUN RUN</td>
<td>1 AVAILABLE</td>
</tr>
<tr>
<td>HOTEL ROOM KEY</td>
<td>1 AVAILABLE</td>
</tr>
<tr>
<td>COFFEE CART</td>
<td>2 AVAILABLE</td>
</tr>
<tr>
<td>CONFERENCE ROOMS</td>
<td>10 AVAILABLE</td>
</tr>
<tr>
<td>AISLE SIGNAGE</td>
<td>1 AVAILABLE</td>
</tr>
<tr>
<td>PARTNER THEATER</td>
<td>15 AVAILABLE</td>
</tr>
<tr>
<td>MONDAY NIGHT PARTNER PARTY</td>
<td>Email: <a href="mailto:Summitsponsorship@marketo.com">Summitsponsorship@marketo.com</a> for details</td>
</tr>
</tbody>
</table>

Booth hospitality services will need to be coordinated through Moscone Catering, SAVOR, and the Summit Events Team. Contact Summitsponsorship@marketo.com for assistance.
A-LA-CARTE ADD-ONS

MOVE WITH MARKETO - FUN RUN

The Fun Run is back! The Nation that exercises together, stays together. Kick Summit off the right way by taking advantage of all the great things San Francisco (and Marketo) has to offer you; exercise, cool swag, light breakfast, and, of course, networking with the Marketing Nation over a perfect Bay Bridge sunrise! We estimate 300 people to join us at this 5K run/walk. Sponsorship includes:

- Co-branded (w/Marketo) Move with Marketo t-shirt
- Co-branded (w/Marketo) headband
- Logo on signage at the event
- Sponsorship recognition by Marketo Executive at start line
- Logo on registration confirmation email
- Logo on thank you email

Move with Marketo attendee leads will be provided (attendees must fill out a waiver)

HOTEL ROOM KEY

Be the first name attendees see when they check in and the last when they leave their rooms for the conference each day. Your logo, along with Summit branding, will be imprinted on each keycard, providing thousands of impressions through the conference! Sponsorship includes:

- Your company’s artwork, along with Summit branding, imprinted on room keycards used at conference hotels

COFFEE CART

Non-stop networking and education wears people out! Perk everyone up with a gourmet coffee bar when everyone needs a little pick me up. Don’t miss out on the opportunity to have attendees come by to get their “Summit Fuel” for the day. Sponsorship includes:

- Signage by Coffee Cart acknowledging your sponsorship
- Branded coffee cups
- Branded napkins
- Coffee Cart attendee data during your sponsorship

$20,000

$20,000
## A-LA-CARTE ADD-ONS

### CONFERENCE ROOMS

Hold meetings with customers and prospects in your own private conference room. Room size is 10’ x 10’ and is furnished with a conference table and 4 chairs. Any hospitality services will need to be coordinated and purchased through Moscone. Sponsorship includes:

- Logo on the conference room door
- Conference table and 4 chairs - room size is 10’ x 10’

To personalize your meeting room, contact SummitSponsorship@marketo.com

### AISLE SIGNAGE

Increase awareness of your company by exclusively displaying your company logo on all overhead aisle signs throughout the Expo Hall floor. Attendees will see your logo each time they look for an aisle number. Sponsorship includes:

- Your company logo and booth number displayed on all Expo Hall aisle signs

### PARTNER THEATER

This is your company’s time to shine with a 15-minute product demonstration at the Partner Theater, located in the Expo Hall. You must be an official Marketo Partner (Technology or Services) to participate. Sponsorship includes:

- One 15-minute presentation or demo (10-minute presentation, 5-minutes Q&A) in the Partner Theater, located prominently in the Expo Hall
- Session promoted on the Partner Theater Schedule, the Summit website, and through the Conference Mobile App
- Located in high traffic area (near Marketo Central)

### MONDAY NIGHT PARTNER PARTY

The Monday night of Summit is the designated Partner Party Night! This is an awesome opportunity to host Summit attendees at your own party. There are amazing venues around San Francisco to host a great party. We’ll help promote your party to all Summit Attendees!

Here are the rules to participate:

- Summit sponsors must book their own venue
- All party sponsors must also be Summit sponsors
- To be promoted, party must be held on Monday, April 24th, and start after the Expo Hall closes

Email SummitSponsorship@marketo.com for more details to participate.

---

**ADDITIONAL A-LA-CARTE ITEMS WILL BE ADDED AS WE MOVE FORWARD WITH SUMMIT PLANNING. STAY TUNED FOR MORE FUN DETAILS!**
SPONSORSHIP AGREEMENT: The Marketing Nation Summit 2017 is scheduled to take place from April 23-27, 2017 at the Moscone Center, San Francisco, Califor- nia (“Event”). Marketo, Inc. (“Marketo”) reserves the right, at its sole discretion, to change the time, dates, hours or location of the Event. Marketo will attempt to notify Spon- sor of any such changes as far in advance as possible.

APPLICATIONS: All applicants for exhibit space, speak- ing sessions or general sponsorship (regardless of level) (“Sponsor”) must first receive approval from the Marketing Nation Summit Terms & Conditions Agreement (“Agreement”). Once this Agreement is accepted by Sponsor (whether such acceptance is by oral or written consent) and received by Marketo, it is considered binding. Sponsorship fees are non-refundable. Marketo reserves the right, at its sole discre- tion, to decline acceptance of this Agreement.

PAYMENT: Marketo will invoice Sponsor for the fees associated with its chosen level of sponsorship for the Event (“Sponsorship Fee”) and in accordance with this Agreement, should it ultimately be impossible to hold the Event (“Sponsorship Fee”). Payment is due net 30 days from the invoice date. Except as otherwise set forth herein, the Sponsorship Fee is nonrefundable and non-cancelable. Marketo reserves the right to revoke or prevent Sponsor’s Event participation in the event of non-payment.

CANCELLATION: In the event Sponsor wishes to can- cel all or part of its participation in the Event, Sponsor must send notice of cancellation in writing to summit-sponsorships@marketo.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. Marketo, in the absence of a commodious site, reserves the right to use or resell Sponsor’s cancelled/Event participation. Marketo disclaims all responsibility for re-allocation or reallocation of Sponsor’s Event participation shall not excuse Sponsor from payment of the Sponsorship Fee associated hereunder. Marketo reserves the right to cancel the Event or the Sponsorship Fee in the event that the event is deemed unsuitable or unfeasible for health, safety, economic, or any other reason, whether or not the Event is actually held. Notwithstanding any other terms or conditions of this Agreement, should it ultimately be impossible to hold the Event due to a force majeure event, Marketo may retain or rely on its reasonable efforts to provide the Event Fee as necessary to compensate Marketo for expenses incurred resulting from any damage to the personal prop- erty of, or any personal injury to, Marketo, 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 violate any applicable federal, state and local laws and regulations in connection with the Event; and all matters arising out of or relating to it shall be governed by the procedural and substantive laws of California, without giving effect to any conflict of law principles (except as otherwise set forth herein, the Event will not violate any other agreement or un- derlying contract that is controlling in terms and the Event is still to occur). In all events, payments in excess of such expenses shall be refunded to Sponsor.

USE OF MARKETO MARKS: Sponsor agrees not to use any trademarks, trade names, logos, slogans or other intellectual property owned by Marketo or its affiliated or subsidiary companies (“Marketo Marks”), except as specifically approved by Marketo, its employee or contractor in connection with the Event; or in accordance with Marketo’s Brand Guidelines, which Sponsor hereby acknowledges re- ceiving, and which are incorporated into and deemed a part of this Agreement by reference. In its sole discretion, Marketo may void any use of, or withdraw from, any use of any Sponsor’s trademarks, product names or descriptions, which is not done in accordance with Marketo’s Brand Guidelines. No rights are granted to any party as the agent of another party, nor is any warranty or affirmation into any other way other than without Marketo’s prior writ- ten consent of Marketo.

CONFIDENTIALITY AND AUTHORIZATION: This Agree- ment authorizes Marketo 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 California, without giving effect to any conflict of law principles.

WARRANTY: Sponsor warrants that it has the authori- ty to enter into this Agreement, that it is not a defunct company, and that the Event will not violate any other agreement or un- derlying contract that is controlling in terms and the Event is still to occur. Sponsor will reimburse Marketo for any losses Marketo incurs resulting from any damage to the personal prop- erty of, or any personal injury to, Marketo, 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 violate any applicable federal, state and local laws and regulations in connection with the Event; and all matters arising out of or relating to it shall be governed by the procedural and substantive laws of California, without giving effect to any conflict of law principles (except as otherwise set forth herein, the Event will not violate any other agreement or un- derlying contract that is controlling in terms and the Event is still to occur). In all events, payments in excess of such expenses shall be refunded to Sponsor.

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