



# THE MARKETING NATION SUMMIT

2017 SPONSORSHIP PROSPECTUS

APRIL 23-26, 2017 MOSCONE WEST SAN FRANCISCO, CALIFORNIA



Dear Valued Partner,

As you well know, marketing is in a state of transformation. The Marketing Nation Summit<sup>™</sup> 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 23<sup>rd</sup>-26<sup>th</sup>, 2017, back to Moscone West in San Francisco!

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.



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 out 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!

SPONSORSHIP PORTFOLIO

Sincerely,

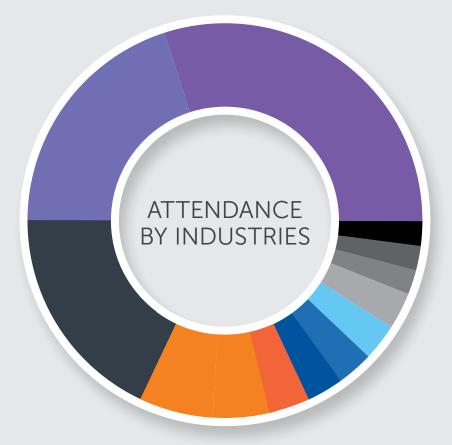
Robin RITHOUR

Robin Ritenour SVP of Business Development Marketo



#### 2016 SPONSORS SAID:

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



28%
INTERNET AND SOFTWARE

18%

**BUSINESS SERVICES** 

(ENERGY, NON PROFIT, INSURANCE, TRANSPORTATION, TRAVEL)

COMPUTER AND ELECTRONICS

FINANCIAL SERVICES

4% TELECOM

4% RETAIL

**EDUCATION** 

MANUFACTURING

MEDIA & ENTERTAINMENT

HEALTHCARE

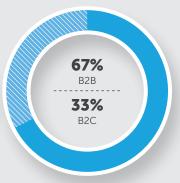
2%

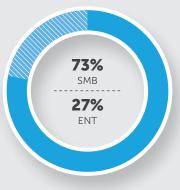
**REAL ESTATE & CONSTRUCTION** 

## **2016** ATTENDANCE

6.000+ TOTAL ATTENDEES WORLDWIDE



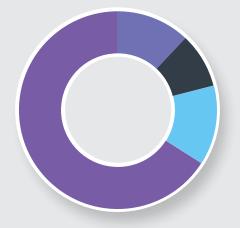




WELCOME



#### ATTENDANCE BY JOB ROLE





9% SALES ROLE

OTHER (AGENCY, ANALYST, IT)

66% MARKETING WHO SAID IT

• STATS

**GOOD COMPANY** 

## **2016** SPONSORS

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

DIAMOND Accenture Interactive Part of Accenture Digital

TITANIUM

bluewolf

facebook

WPP

mvrum

Verticurl

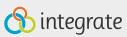
**WUNDERMAN** 























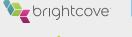
GOLD















coptora





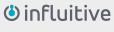




..ENGAGIO



REACHFORCE













**SILVER** 





**Optimizely** 







**\$ bright**funnel









cloudwords



‡‡ + a b | e a u∙

TURN











**BRONZE** 





**FHEINZ** 











FATHOM





@media





**EXHIBITOR** 

ActiveProspect atEvent Attend Bedrock Data Brafton CallTrackingMetrics Flixiter eventuosity FunnelWise GoAnimate Hushly Knak Kwanzoo LeanData Marketing Automation Canada MediaMath Oceanos

Openprise Position2 Rocket Fuel Salesify SalesLoft ScribbleLIVE ShowMeLeads SimilarWeb Socedo TrenDemon True Influence Velocify Zift Solutions digITal PL Leadpages Quantcast Workato

**STATS** 

WHO SAID IT

**GOOD COMPANY** 

## **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 guestions 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.

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

PACKAGE	SUPER EARLY BIRD PRICES VALID THROUGH 10-31-16	EARLY BIRD PRICES VALID THROUGH 1-31-17	REGULAR RATE
DIAMOND	Email	for Details	
TITANIUM	Email	for Details	
PLATINUM	\$90,000	\$95,000	\$100,000
GOLD	\$63,000	\$66,500	\$70,000
SILVER	\$40,500	\$42,750	\$45,000
BRONZE	\$31,500	\$33,250	\$35,000
EXHIBITOR	\$9,000	\$9,500	\$10,000







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**OVERVIEW** 

DIAMOND

TITANIUM

**PLATINUM** 

GOLD

**SILVER** 

**BRONZE** 

**EXHIBITOR** 

## **SPONSORSHIPS** AT A GLANCE

#### SPONSORSHIPS ARE LIMITED!

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

	DIAMOND 1 AVAILABLE	TITANIUM 2 available	PLATINUM 8 available	GOLD 25 available	SILVER 25 AVAILABLE	BRONZE 25 available	EXHIBITOR 35 AVAILABLE
Co-Sponsorship of Sunday Night Welcome Reception							
Logo on Conference Lanyard							
Lunch Sponsor							
Pre-Event Promotion on Marketo Social Networks							
Joint Customer Speaking Opportunity							
Private Meeting Room							
Thank You During Keynote							
Logo in Email Communications							
Access to VIP Areas							
Branded Signage in Prominent Areas							
Full Conference Passes	20	16	10	8	6	4	2
Booth Size	30'x30'	20'x20'	10'x30'	10'x20'	10'x10'	10'x6.5'	Kiosk

INCLUDED IN THE SPONSORSHIP PACKAGE

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## **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 cobranded 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

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**EXHIBITOR** 

A-LA-CARTE

Email us for details + availability









<sup>\*</sup> 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**

#### 20'X20' EXHIBIT KIOSK INCLUDES:

PRINTED GRAPHIC PANELS\*

FOUR DEMO WORKSTATIONS

ONE BRANDED INFORMATION COUNTER\*

THREE ELECTRICAL CONNECTIONS

**FIVE POWER STRIPS** 

**FOUR WASTEBASKETS** 

MATERIAL HANDLING - 4 PACKAGES

ONE HIGH TABLE

**FOUR STOOLS** 

FOUR MOUNTED MONITORS

**INSTALL AND DISMANTLE** 

SPONSOR ONLY WI-FI ACCESS



### **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

WELCOME

#### 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

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**EXHIBITOR** 

A-LA-CARTE

Email us for details + availability









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#### **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



## **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

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#### **GOLD**

#### 10'X20' 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 - 2 PACKAGES

TWO STOOLS

TWO MOUNTED MONITORS

**INSTALL AND DISMANTLE** 

SPONSOR ONLY WI-FI ACCESS



## **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

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WELCOME

<sup>\*</sup> 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

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#### **BRONZE**

#### 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



## **BRONZE** SPONSORSHIP

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

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<sup>\*</sup> 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.

#### **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



## **EXHIBITOR** SPONSORSHIP

Exhibit kiosk

Two full conference passes

#### Summit website recognition

- Logo on sponsor section
- Company description

#### Conference mobile app

• Logo included in directory

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<sup>\*</sup> 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.

## A-LA-CARTE ADD-ONS

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.

A-LA-CARTE SPONSORSHIP	COST		
MOVE WITH MARKETO - FUN RUN	1 AVAILABLE	\$20,000	
HOTEL ROOM KEY	1 AVAILABLE	\$20,000	
COFFEE CART	2 AVAILABLE	\$20,000	
CONFERENCE ROOMS	10 AVAILABLE	\$10,000	
AISLE SIGNAGE	1 AVAILABLE	\$7,000	
PARTNER THEATER	15 AVAILABLE	\$5,000	
MONDAY NIGHT PARTNER PARTY	Email: SummitSponsorship@ marketo.com for details		

Booth hospitality services will need to be coordinated through Moscone Catering, SAVOR, and the Summit Events Team. Contact SummitSponsorship@marketo.com for assistance.

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• A-LA-CARTE

Additional A-La-Carte items will be added as we move forward with Summit planning.



## 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)



WELCOME

#### 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

(ALL DAY MONDAY or ALL DAY TUESDAY; both days can be purchased for \$40,000) 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





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## 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



#### 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)

## \$5.000

Email

for more

details

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.

**BRONZE EXHIBITOR** • A-LA-CARTE

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#### 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



WELCOME

ADDITIONAL A-LA-CARTE ITEMS WILL BE ADDED AS WE MOVE FORWARD WITH SUMMIT PLANNING. STAY TUNED FOR MORE FUN DETAILS!

SIGN ME UP



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SPONSORSHIP PORTFOLIO



#### THE MARKETING NATION SUMMIT TERMS & CONDITIONS

**SPONSORSHIP AGREEMENT:** The Marketing Nation that its products or services are endorsed by Marketo Summit 2017 is scheduled to occur from April 23-26, 2017 at the Moscone Center, San Francisco, California (the "Event"). Marketo, Inc. ("Marketo") reserves the right, at its sole discretion, to change the site, hours or dates of the Event. Marketo will attempt to notify Sponsors of any such changes as far in advance as possible.

APPLICATIONS: 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, clickthrough or otherwise) and received and accepted by Marketo, it is considered binding and fees are non-refundable. Marketo reserves the right, at its sole discretion, 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"). 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 cancel all or part of its participation in the Event, Sponsor must send notice of cancellation in writing to summitsponsorship@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. In the event of cancellation by Sponsor, Marketo reserves the right to use or resell Sponsor's canceled Event participation. Marketo's re-allocation of Sponsor's Event participation shall not excuse Sponsor from payment of the Sponsorship Fees assessed hereunder. Marketo 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 Marketo, Marketo's sole liability to Sponsor, and Sponsor's exclusive remedy, shall be a refund of the Sponsorship Fees paid by Sponsor under this Agreement.

**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 permitted in, and in accordance with, Marketo's Brand Guidelines, which Sponsor hereby acknowledges receiving, and which are incorporated into this Agreement by reference. In its sole discretion, Marketo may withhold or withdraw permission to display items or distribute souvenirs, advertising or any other material containing the Marketo 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 Marketo

NO ENDORSEMENT: Sponsor will not state or imply

or Marketo's affiliated or subsidiary companies and no approval by Marketo 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 gueue is based in part on the date and time this Agreement is accepted by Marketo and payment is received plus any other criteria as determined solely by Marketo).

USE OF EVENT/BOOTH SPACE: Sponsor shall not assign, lend, or share Sponsor's event space. Sponsor shall not promote any other person or entity, or any products other than Sponsor's, without Marketo's prior written consent. "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. No signs, literature, collateral, equipment, furniture, or promotional items may be placed, distributed or posted outside of the Sponsor's designated Event space.

FORCE MAJEURE: Marketo 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 what so ever beyond the reasonable control of Marketo. In such event, Marketo 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, Marketo may retain or will be due such portion of the Sponsorship Fee as necessary to compensate Marketo for expenses reasonably incurred up to the time the force majeure event occurred. All payments in excess of such expenses shall be refunded.

**CONDUCT OF SPONSOR:** Sponsor shall conduct its Event participation in a professional manner so as not to be objectionable to Marketo, other Sponsors or participants, or the public. Marketo 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. Marketo 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 Marketo. Marketo and the venue 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 Marketo, the Event, other sponsors, the venue, 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, stickers, adhesive decals, helium balloons, 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 Marketo, conduct themselves unethically or detrimentally to Marketo, Sponsor may be dismissed from Event without refund or other appeal.

LIMITATION OF LIABILITY: Marketo 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 Marketo has been advised of the possibility of such damages. Marketo's entire liability for damages hereunder shall in no event exceed the Sponsorship Fee paid by Sponsor under this

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 Marketo.

AUTHORIZATION: By accepting this Agreement you are authorizing 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 the State of California. Any legal action relating to this Agreement shall be instituted in San Mateo, California.

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 Marketo for any losses Marketo incurs resulting from any damage to the personal property 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 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 Marketo, its parent, affiliated 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

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.

PERMISSION TO USE MATERIALS: Sponsor grants Marketo 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. Marketo 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 writ-

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

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.