

LODESTONE TECHNOLOGY, INC.

TERMS AND CONDITIONS OF EVENT SPONSORSHIP

Lodestone Technology, Inc. ("Lodestone") and the company listed on the applicable invoice or sponsorship order ("Invoice") as the sponsor ("Sponsor") of one or more Event(s) (as hereinafter defined) each agree that Lodestone will provide to Sponsor the services detailed in the proposal letter delivered to Sponsor ("Proposal Letter") in connection with the purchase of the sponsorship package ("Sponsorship") specified in the Proposal Event at a Lodestone conference, seminar or custom event ("Event") pursuant to these Terms and Conditions. Each Event will include one or more sessions ("Sessions"). In the event of a conflict or inconsistency between the Invoice, these Terms and Conditions and the Proposal Letter, the order of priority shall be the Invoice, these Terms and Conditions and the Proposal Letter. These Terms and Conditions, the Invoice and the Proposal Letter are collectively referred to as the "Sponsorship Agreement."

1. Payment Terms. Sponsor will be invoiced for the fees set forth in the Sponsorship Agreement ("Sponsorship Fee") in full upon execution or acceptance of the Proposal Letter. Payment is due no later than 30 days from the date of Invoice, unless otherwise stated in the Invoice. All payments are non-refundable, except as set forth in section 2 below. Lodestone reserves the right to not identify Sponsor as an Event sponsor unless the Sponsorship Fee has been paid in full. Notwithstanding the above, Lodestone reserves the right to terminate the Sponsorship if the Sponsorship Fee is not paid at least 30 days prior to commencement of the first Event.

2. Cancellation Clause.

(a) Sponsor must notify Lodestone in writing if it desires to cancel the Sponsorship at least 60 days prior to the Session to be cancelled. Unless otherwise provided in the Invoice or Proposal Letter, Sponsor may only cancel after the following number of Sessions based on the sponsorship level:

- Platinum Sponsor – 1 event
- Gold Sponsor – 2 events
- Silver Sponsor – 3 events

(b) If Sponsor received pricing discounts as a result of contracting to sponsor multiple Lodestone Events, Sponsor will be obligated to refund to Lodestone any additional discounts received if Sponsor should cancel or modify any or all of the related events. The refund amount due to Lodestone will be calculated by, and included in any cancellation fees due to, Lodestone.

(c) Lodestone reserves the right to cancel an Event or a Session or change the date, time, content and/or participants of an Event or Session at any time and for any reason, in its sole discretion. If Lodestone cancels an Event or a Session, Lodestone's sole responsibility and entire liability to Sponsor shall be to issue a credit to Sponsor in the amount of the applicable prepaid Sponsorship Fee, which shall be used towards Sponsor's purchase of additional Event or Sponsorships at any time during the subsequent year. Lodestone shall have no liability for changing the date, time, content and/or participants of an Event or Session.

3. Sponsor Limitations. While Sponsor may respond to factual questions from Event participants, Sponsor acknowledges and agrees that except as specifically permitted by Lodestone, Sponsor is not permitted to promote its business during Event discussions or in the online chat. Lodestone reserves the right to restrict Sponsor's access to an Event discussion or chat if Sponsor fails to comply with this restriction. Further, Sponsor agrees that it shall not disparage any other Event sponsors during an Event discussion or chat.

4. Event Report. Sponsor acknowledges that:

(a) Lodestone may provide to Sponsor a summary report comprised of demographic and other information provided by Event attendees ("Event Report") and other public and private information collected during and in connection with the Event, which Event Report {00944118v1}

will include varying levels of information corresponding to the Sponsor's sponsorship level;

(b) Lodestone has compiled the Event Report in good faith based on its internal screening and approval process; however, both parties acknowledge that Event attendees and other third-party sources provide their own information. Lodestone is not responsible for any inaccuracies in the Event Report;

(c) In consideration for Lodestone providing the Event Report to Sponsor as part of the Sponsorship Fee, Sponsor accepts the Event Report subject to the following conditions: (i) Sponsor will use the content of the Event Report solely for its own internal marketing purposes; and (ii) Sponsor will keep the Event Report confidential and will not disclose any of the content of the Event Report to any third party including, without limitation, its channel partners, resellers, distributors, integrators, independent sales representatives or independent software vendors;

(d) Consistent with industry practices and as a reasonable security measure, Lodestone seeds the Event Report with certain data in order to monitor unauthorized use; and

(e) In the event that Sponsor breaches the above conditions with respect to the Event Report, Sponsor will be obligated to pay Lodestone, per occurrence, the full retail price of the Event Report as determined by Lodestone in its sole discretion

5. Confidentiality Clause. Sponsor agrees to keep the pricing, terms, conditions and contents of the Event Sponsorship ("Confidential Information") confidential and will not (i) publicize or disclose the Confidential Information to any third party without the prior written consent of Lodestone or (ii) use such Confidential Information other than in connection with its sponsorship of the Event (which permitted activities may include reasonable and industry standard practices associated with the Sponsor's marketing or promotion of the Event). Further, Sponsor agrees that any press releases it may issue or authorize regarding Sponsor's involvement with the Event must receive written approval from Lodestone prior to release.

6. Liability of Sponsor. Sponsor agrees to indemnify, defend and hold harmless Lodestone and Event attendees, and each of their respective directors, officers, employees and agents, from and against all claims, losses, expenses, liabilities and damages arising out of, or relating to, any breach of this Sponsorship Agreement by Sponsor, any use of the Event Report in violation of this Sponsorship Agreement or the negligence or willful misconduct of Sponsor, its employees, agents or representatives in performing this Sponsorship Agreement or otherwise in connection with the Event.

7. Limitation of Liability. Lodestone's entire liability to Sponsor arising out of, or relating to, this Sponsorship Agreement, the Event Report, the Sponsorship or any Event shall be limited to the amount of the Sponsorship Fees paid hereunder with respect to the applicable Event. In no event shall Lodestone be liable to Sponsor for any consequential, incidental, special, reliance or indirect damages arising out of or relating

to this Sponsorship Agreement, the Event Report, the Sponsorship or any Event, or its cancellation or any changes thereto in location, date or otherwise, whether such claim is based in contract or tort, and whether or not Lodestone has been advised of the possibility of such damages.

8. Event Content. Sponsor agrees that Event participants, including panelists or presenters, may express their own content, views or opinions as part of the Event ("Participant Content"). Sponsor acknowledges that any such Participant Content is reflective of such participants and Sponsor agrees and acknowledges that Lodestone shall have no obligation to monitor or censor Participant Content and that Lodestone shall have no liability to Sponsor for any Participant Content, including for any Participant Content that may be defamatory.

9. Ownership and Trademark License.

(a) Sponsor acknowledges that as between the parties, Lodestone owns the Event Report and any and all content generated as part of the Event ("Event Content"), including video, Event materials, attendee submissions and online chats. Sponsor agrees not to use any Event Content except as specifically permitted by Lodestone in writing.

(b) Sponsor grants Lodestone a license to use Sponsor's logos and trademarks solely to promote the Event and identify Sponsor's sponsorship of the Event and relationship with Lodestone. Lodestone agrees to comply with Sponsor's standard usage guidelines for all Sponsor logos and trademarks that are delivered to Lodestone at least 60 days in advance of promotional activity.

(c) With respect to any content that Sponsor delivers, discloses or provides to Lodestone for use in connection with the Event ("Sponsor Content"), Sponsor warrants that it has the right to make such disclosure, delivery or provision and that Lodestone can use such content without liability to any third party (other than liabilities as to which Sponsor remains solely liable).

(d) Sponsor agrees to indemnify and hold Lodestone harmless from, and against, any expense, liability, claim or loss that results from any claims arising out of the use by Lodestone of Sponsor's logos and trademarks or the Sponsor Content in accordance with this Sponsorship Agreement, including without limitation, any claims related to breach of third party intellectual property rights.

10. Termination.

(a) Lodestone may terminate the Sponsorship Agreement in the event of a material breach of the Sponsorship Agreement by Sponsor, and with respect to breaches that are subject to cure, which is not cured within thirty (30) days from receipt of written notice.

(b) Upon termination of this Sponsorship Agreement for any reason, each party shall be released from all obligations and liabilities to the other occurring or arising after the date of such termination under this Sponsorship Agreement, as applicable, except that any such termination shall not relieve the other party of its obligations under Sections 4 through 9 or any liability arising from a breach of this Sponsorship Agreement.

11. General Terms.

(a) All sponsorships are on a first-come, first-served basis.

(b) Lodestone will not be liable for delays in satisfying its obligations under this Sponsorship Agreement, delivery, non-delivery, or other errors as a result of events beyond our control including Acts-of-God, actions by any government entity, fire, flood, riot, explosion,

embargo, strikes, labor or material shortage, transportation interruption, national emergency, acts of terrorism or war, or Internet or communications failure.

(c) Lodestone will determine in Lodestone's sole discretion the manner and means by which the Event is executed, subject to the express condition that Lodestone will comply at all times with applicable law. Lodestone is an independent contractor and neither Lodestone, nor Lodestone's employees nor agents are or shall be deemed hereunder agents or employees of Sponsor.

(d) The Sponsor represents and warrants to Lodestone that it has the authority to enter into this Sponsorship Agreement and that the person signing the Proposal Letter or Invoice is authorized by the Sponsor to execute this Sponsorship Agreement and bind the Sponsor to the terms set forth herein.

(e) For purposes of this Sponsorship Agreement, the term "Sponsor" shall be deemed to include all of its agents, contractors and assigns.

(f) This Sponsorship Agreement constitutes the entire agreement and understanding between the parties concerning Sponsor's purchase of the sponsorship package purchased hereunder and may be amended only by a written document executed by a duly authorized representative of each party.

(g) The rights and liabilities of the parties hereto shall bind and inure to the benefit of their respective successors, executors and administrators, as the case may be. Sponsor may not assign or delegate its obligations under this Agreement, in whole or in part, without the prior written consent of Lodestone.

(h) If any term or condition in this Sponsorship Agreement conflicts with any term or condition in any purchase order, work order or similar supplementary document submitted by the Sponsor, the term or condition set out in this Sponsorship Agreement shall prevail. No purchase order or similar supplementary document that purports to modify or supplement this Sponsorship Agreement shall add to or vary the terms of this Sponsorship Agreement and all proposed variations or additions submitted by the Sponsor are objected to and deemed material unless otherwise agreed to in a writing signed by both parties

(i) The Sponsorship Agreement shall be governed by and construed in accordance with the laws of the State of New York (excluding conflict of laws principles) and the parties consent to the exclusive jurisdiction of the state and federal courts in the Eastern District of New York to resolve any dispute or controversy related to or arising from the Sponsorship Agreement, the Event or the Sponsorship.

Updated: July 1, 2016