

2015 Event Sponsorship Agreement

Summary of Agreement:

SoundCloud Limited is giving the Linux Foundation funds for a Gold sponsorship of the following 2015 Linux Foundation event:

Event

#FinagleCon 2015 - August 13th, 2015

Agreement Date:

July 14, 2015

Term:

From the Agreement Date until December 31, 2015.

Confidentiality:

Neither party may disclose the specific dollar amounts of this agreement nor the specifics of SoundCloud Limited sponsorship to anyone without the specific written authorization from the other party.

Sponsorship Benefits and Privileges:

In exchange for their Gold sponsorship and payment of US \$5,000, SoundCloud Limited will receive the following:

#FinagleCon 2015 Gold Sponsorship

- Session Speaking Opportunity
- Exhibit Booth
- Logo Recognition on Event Website
- Logo Recognition on Event Signage
- Recognition in Pre-Conference Email Marketing
- (10) Conference Attendee Passes

EMS#: 20151048

Financial Obligation:

SoundCloud Limited will pay The Linux Foundation US \$5,000. An invoice will be submitted to SoundCloud Limited by The Linux Foundation. Unless otherwise directed by Sponsor, all PO(s), invoices and payments will be issued through the designated invoice and payment system of SoundCloud Limited, which The Linux Foundation agrees to use. SoundCloud Limited may, in its sole discretion, choose the method of payment, including but not limited to wire transfer, check, and credit card.

Please note that should a credit card be used, an additional processing fee will apply.

Payment Terms:

SoundCloud Limited will pay the full balance of their sponsorship within 30 days of receipt of the invoice. Should funds fail to be deposited in time without prior written notice and agreement, logos will be removed from the website, and SoundCloud Limited will lose the opportunity to sponsor event listed above.

Logo Usage:

During the term of, and subject to the provisions of this Agreement, SoundCloud Limited hereby grants to The Linux Foundation, a nonexclusive, non-assignable, royalty-free, worldwide, revocable right to use the name and logo of SoundCloud Limited ("Marks") for purposes of marketing products and services related to #FinagleCon 2015 - August 13th, 2015

to the public, or in connection with the general advertising and promotion of The Linux Foundation. The Linux Foundation shall make good faith efforts to use SoundCloud Limited Marks shall in accordance with SoundCloud Limited's logo use guidelines, and will respond in a reasonable time to requests to change any usage to conform to such guidelines.

The Linux Foundation shall have no claim or right in the Marks, including but not limited to trademarks, service marks, or trade names owned, used or claimed now or which SoundCloud Limited has authority to grant The Linux Foundation the right to use in the future. The Linux Foundation shall not make any claim to the SoundCloud Limited Marks or lodge any filings with respect to such SoundCloud Limited Marks or marks confusingly similar to the SoundCloud Limited Marks, without the prior written consent of SoundCloud Limited. The Linux Foundation shall discontinue its use of any SoundCloud Limited Mark in a reasonable time upon request of SoundCloud Limited.

Governing Law and Jurisdiction:

This Agreement will be governed exclusively by the internal laws of the State of California, without reference to: such State's principles of conflicts of law; the 1980 United Nations Conventions on Contracts for the International Sale of Goods; or other international laws. The parties consent to the personal and exclusive jurisdiction of the federal and state courts of California.

This agreement may be executed in one or more counterparts. Each counterpart will be an original, but all such counterparts will constitute a single instrument. By signing below, both parties (The Linux Foundation and SoundCloud Limited) agree to meet the obligations listed in the above pages:

This agreement is a legally binding contract between the two signing parties. Once signed, the payment for sponsorship is due in full according to the payment terms of the associated invoice. As sponsorship benefits - such as a company's logo on an event website - begin immediately, the full payment is still due in the event of a cancellation. If payment has already been made, no refunds will be made by The Linux Foundation.

Invoicing Information for this Contract:

Please type or print the exact company name and address that should appear on the invoice:

Company Name that should appear on Invoice

Company Address Line 1 that should appear on Invoice

Company Address Line 2 that should appear on Invoice

Accounts Payable Contact for this Contract:

Please type or print the contact details for the account payable representative responsible for payment for invoice(s) associated with this contract.

Accounts Payable Contact Name

Title

Email

Phone

The Linux Foundation

Signature

Name

Title

Date

SoundCloud Limited

Signature

Name

Title

Email

Phone

Date



Price Quote on Services

Quote Number: 13007
Date: 07/14/2015
Representative: Maresa Fowler
Valid Until: 09/25/2015

| SoundCloud Limited | The Linux Foundation |
|---|---|
| Rheinsberger Str. 76/77 Berlin, 10115 Germany | Maresa Fowler maresa@linuxfoundation.org +1-847-804-5867 660 York Street, Suite 102 San Francisco, CA 94110 |

| Description: | Price: | Discount | Total: |
|--|-------------|----------|------------|
| #FinagleCon 2015 Gold Sponsorship - Session Speaking Opportunity - Exhibit Booth - Logo Recognition on Event Website - Logo Recognition on Event Signage - Recognition in Pre-Conference Email Marketing - (10) Conference Attendee Passes | \$10,000.00 | 50.00% | \$5,000.00 |

EMS#: 20151048

Currency: USD
Subtotal: \$10,000.00
Discount: \$5,000.00
Discounted Subtotal: \$5,000.00
Total: \$5,000.00