CAL HACKS SPONSORSHIP AGREEMENT

This CAL HACKS Sponsorship Agreement (the “Agreement”) is made as of July 4, 2014, by and between CAL HACKS LLC, hereinaftercalled “Organization”, and Lob Inc. (Hereinafter called "Sponsor").

In consideration of the mutual promises and agreements set forth below, the parties agree as

follows:

1. **Event:** During the Term of this Agreement, the parties agree to perform the promotional, sponsorship, marketing and other business activities as set forth herein during the Organization’s “Cal Hacks” event occurring October 3, 2014 – October 5, 2014 in Berkeley, California (the “Event”).
2. **Organization Services:** Services to be provided by Organization to Sponsor at Organization’s expense:
   1. Kilo Tier + Personal Table near Hardware Hacking Area
   2. Organization shall promote the Event through the Organization’s communication channels
   3. Organization shall supply the Sponsor with an invoice for the sponsorship fee

Any service or equipment requests by Sponsor that are not listed in this Agreement will be negotiated at an additional cost to the Sponsor.

1. **Services by Sponsor:** Services to be provided by Sponsor to Organization at Sponsor's expense:
   1. Sponsor will not solicit nor collect personal information or data from Organization’s audience. Sponsor may collect information such as resumes, cover letters, curriculum vitae, and contact information given voluntarily by audience.
   2. Sponsor agrees that Sponsor staff members will limit their presence and promotion to the space assigned by Organization as described in paragraph 1.a. of this Agreement.
   3. Sponsor shall provide the Organization a description of the anticipated display at the Event. Sponsor shall, at its sole cost and expense, provide media insertions (digital or print) as mutually agreed upon by the parties, which agreement shall not be unreasonably withheld, conditioned or delayed by either party.
   4. Sponsor shall, at its sole cost and expense, provide media insertions
   5. Sponsor shall provide the Organization a description of the anticipated display.
   6. Sponsor shall provide one logo (vector file) and one web link so that Organization can meet its obligation to provide service to Sponsor as described in paragraph 1.b. of this Agreement.
2. **Compensation:** Sponsor shall compensate Organization as follows:
   1. Sponsorship Fee: $10,000
   2. Organization will submit an invoice for the promotional fee. Payment is due payment is due before July 25th, 2014. Payment shall be made by cashiers, certified or corporate check made payable to "CAL HACKS” or wire transfer.
3. **Notices and Deliveries:** For purposes of this Agreement, unless otherwise indicated, all notices and deliveries shall be made as follows:

|  |  |
| --- | --- |
| [Delivery Address]  <Enter Delivery Address> | [SPONSOR Address]  <Enter Sponsor Address> |

1. **Location:** Unless otherwise stated, Services stated herein shall be provided at the following location(s):

*<Enter Venue Address in Italics>*

1. **Reproduction of the Event:** Organization shall permit Sponsor to photograph or otherwise record at the Location(s) for news coverage/archival use only. Sponsor also agrees that use of the Organization’s names, marks, and logos are restricted and Sponsor further agrees that Sponsor shall not make use of Organization’s names, marks or logos without prior written consent of the Organization in any reproduction.
2. **Merchandise Sale:** Sponsor is expressly prohibited from selling any programs, foodstuffs, records, tapes or clothing on site at the event.
3. **Liability and Insurance:** 
   1. Sponsor shall defend, indemnify and hold Organization, its officers, agents, and employees harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent that such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of Sponsor, its officers, agents or employees. Obligations under this paragraph shall survive beyond the term of this Agreement.
   2. Organization shall defend, indemnify, and hold Sponsor, its officers, agents and employees, harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent that such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the Organization, its officers, agents or employees. Obligations under this paragraph shall survive beyond the term of this Agreement.
   3. Sponsor will send, at least 7 days prior to the commencement of the Services, evidence that it holds a policy of comprehensive or commercial general liability insurance, including Products and Completed Operations coverage for bodily injury and property damage, and providing a contractual liability endorsement of not less than $1,000,000 Sponsor shall submit to Organization a certificate of insurance evidencing such coverage.
   4. Organization agrees to maintain, at Organization's expense, a program of General Liability Self Insurance providing coverage for the Organization, its officers, agents and employees for claims for liability, bodily injury, personal injury and property damage with limits of liability not less than $1,000,000 each occurrence and $2,000,000 annual aggregate and naming Group as an additional insured in proportion to and to the extent that liability for claims arises out of acts or omissions of the Organization, its officers, agents or employees.
   5. Sponsor shall be financially responsible for repairs to or replacement of any Organization provided equipment and/or facilities utilized or occupied in connection with this Agreement that is damaged or destroyed as a consequence of the Services, provided that such damage is caused by the actual or claimed tortious conduct (active or passive) of Sponsor, or their respective officers, agents and employees.
   6. If Sponsor provides equipment for the Services, Organization shall be defended, held harmless and indemnified from any and all claims of accident or injury sustained or alleged to have been sustained as the result of the use of said equipment, except to the extent that such claim is caused by a negligent actor omission of Organization, its officers, agents, students or employees.
4. **Force Majeure:** Neither Sponsor nor Organization shall be liable for failure of the Sponsor to appear or failure of Services to be performed if such failure is caused by or due to a natural disaster that affects the Location, causes physical disability to public authorities other than Organization, civil tumult, terrorist activity, epidemic, interruption or delay of transportation services or any cause beyond the control of Sponsor or Organization. In the event that the Location is unavailable due to a natural disaster, destruction or any cause beyond the control of the parties, Organization and Sponsor each shall have the independent right to terminate this Agreement.
5. **Term:** This Agreement governs the term of Friday, October 3th to Sunday, October 5th, 2014.
6. **Warranties:** Sponsor warrants that it has full and current legal authority to act and contract for the Services. Organization warrants that it has full and current legal authority to act and contract for the Services.
7. **Oral representation:** No representation, warranty, condition or agreement of any kind or nature shall be binding upon the parties unless incorporated in this Agreement. This Agreement contains all the terms and conditions agreed upon by the parties, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the patties hereto.
8. **Arbitration:** Any dispute between the patties arising under or related to this Agreement shall be resolved by arbitration which shall be held at Berkeley, California and conducted in accordance with the rules of the American Arbitration Association. Judgment upon the award rendered shall be final and no appealable and may be entered in any court having jurisdiction. Each party shall bear its own expenses of the arbitration, except that the arbitrator's fee and cost shall be borne equally by the parties.
9. **Choice of Law:** The laws of the State of California shall govern this Agreement.
10. **Relationship between parties:** This Agreement shall not create a joint venture, partnership, principal-agent, employer-employee or similar relationship between Sponsor and Organization.
11. **Severability:** The determination that any provision of this Agreement is invalid or unenforceable shall not invalidate this Agreement, and this Agreement shall be construed and performed in all respects as if such invalid or unenforceable provision(s) were omitted.
12. **Waiver:** Failure or inability of either party to enforce any right hereunder shall not waive any right with respect to any other or future rights or occurrences.
13. **Amendments:** The parties may agree to one or more amendments to this Agreement, at which time those amendment(s) shall become incorporated into this Agreement when amendment(s) has been signed by both parties.
14. **Compliance with Law:** Both parties shall comply at all times with all ordinances, laws and regulations affecting the use and occupancy of the facilities.
15. **Effective Date:** This Agreement becomes effective when countersigned by the Organization.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the

Effective Date.

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| **Cal Hacks**  **(“Organization”)**  By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Alex Kern  Date: 05/28/2014  By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Shrav Mehta  Date: 05/28/2014 | **Lob**  **(“SPONSOR”)**  By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  [Authorized Signee]  Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |