



EXPERIENCE 2021 SPONSORSHIP TERMS AND CONDITIONS

A. **SCOPE.** This agreement relates to the virtual conference presented by Ellie Mae, Inc. (“Ellie Mae”) as identified in the companion sponsorship Application (the “Application”). The completed Application incorporates by reference all of the terms of this agreement. In submitting a signed Application, the sponsor (“Sponsor”) agrees to the terms set forth in this Agreement. The term “Agreement,” as used herein, refers to the terms set forth in this Sponsor’s Agreement. “Virtual Event” refers to the Ellie Mae virtual conference described herein. “Sponsor” is a person or entity whose Application has been accepted by Ellie Mae. Subject to the availability of sponsorships at the level selected, the Application for Sponsorship for the Virtual Event becomes a binding contract upon Ellie Mae’s issuance of a confirmation notice after receiving a fully completed Application and payment in the amount owed, which will be due and payable on net thirty (30) terms, provided that payment for any Applications received after January 12, 2021 will be due and payable immediately.

Time Frame	Description	Payment term
10/19/20-1/11/21	Standard Orders	Net 30
1/12/21-2/8/21	Late Orders	Immediate payment
2/9/21	Order Cutoff	Immediate payment

B. **TERMS OF SPONSORSHIP.** Sponsor agrees to sponsor the Virtual Event and to make a contribution in the amount and in the manner specified in the Application for the Sponsorship level selected by Sponsor. It is understood and agreed that Sponsor’s sponsorship of the Virtual Event is not contingent upon any specific participation levels or other manner of participation by Ellie Mae customers and non- customers at the Virtual Event. During the term of this Agreement, Ellie Mae hereby agrees to identify and acknowledge Sponsor as a sponsor of the Virtual Event at the level identified on the Application. Such identification and acknowledgment may include displaying Sponsor’s corporate logo and certain other identifying information on the Ellie Mae event website in connection with the Virtual Event, and on other appropriate promotional media and materials in connection with the Virtual Event, as set forth in the Application.

Sponsor hereby grants Ellie Mae a limited, non-exclusive, revocable license to use Sponsor's name, acronym and logo during the term of this Agreement for the purpose of identifying and acknowledging Sponsor's sponsorship of the Virtual Event. Unless otherwise indicated in the Application, the placement, form, content, appearance and all other aspects of such identification and acknowledgment will be determined by Ellie Mae in its sole discretion.

On or before applicable deadlines communicated to Sponsor, Sponsor will provide to Ellie Mae all necessary logos and other information, content and materials (in electronic and/or other form) for use in connection with its sponsorship of the Virtual Event. Ellie Mae hereby grants to Sponsor a limited, non-exclusive, revocable license to use Ellie Mae's name, acronym and logo during the term of this Agreement for the purpose of promoting Sponsor's sponsorship of the Virtual Event.

Sponsor may participate in any Virtual Event sessions and must at all times follow the published code of conduct related to such sessions. Ellie Mae reserves the right to block access and/or remove anyone in violation of the code of conduct from participation in such sessions.

C. CANCELLATION AND FORCE MAJEURE. Sponsor specifically recognizes that Ellie Mae will be harmed if Sponsor cancels its sponsorship at any time after this Agreement goes into effect. Should Sponsor cancel participation at any time (except as a result of Ellie Mae's material breach of this Agreement) or fail to make any payment that becomes due, Sponsor forfeits all monies paid and all right to sponsorship benefits.

CANCELLATION AND REFUNDS. The Deposit is non-refundable. If Show Management receives a written request for cancellation for your sponsorship prior to December 31, 2020 Sponsor will be eligible for a refund equal to fifty percent (50%) of the total sponsorship cost minus the Deposit. No refunds will be made for cancellation requests received after January 1, 2021.

Upon Ellie Mae's cancellation of the Virtual Event for any reason, the liability of Ellie Mae will be limited to a refund of fees paid by Sponsor. In the event of any cancellation, all rights, duties, liabilities and obligations hereunder will terminate.

Neither Ellie Mae nor Sponsor will be liable for any delays resulting from circumstances or causes beyond its reasonable control, including, without limitation, fire or other casualty, act of God, strike or labor dispute, war, act of terrorism or other violence, or any law, order or requirement of any governmental agency or authority provided that the party experiencing the delay works diligently to overcome the cause of the delay as expeditiously as possible.

D. GENERAL TERMS AND CONDITIONS. This Agreement will commence as specified in Section A above and will terminate at the conclusion of the parties' obligations pertaining to the Virtual Event. In the event either party commits a material breach of any provision contained herein, which remains uncured after thirty (30) days' written notice specifying the breach, the non-breaching party may terminate this Agreement. Upon expiration or termination of this Agreement each party agrees to return any intellectual property provided by the other party and discontinue use of the other party's intellectual property. In the event this Agreement is terminated for material breach of a party following the commencement of the Sponsorship activities, the parties agree to nonetheless cooperate to the extent necessary to avoid interruption of the Virtual Event which may include continued use of Sponsor's name in marketing materials related to the Virtual Event. Such cooperation will not be construed or operate to waive any claim or defense a party may have.

All intellectual property rights in and to the Virtual Event, the Virtual Event content, and all materials distributed at or in connection with the Virtual Event are owned by Ellie Mae, or the Virtual Event sponsors or speakers presenting at the Virtual Event. You may not use or reproduce or allow anyone to use or reproduce any trademarks or other trade names appearing at the Virtual Event, in any Virtual Event content or in any materials distributed at or in connection with the Virtual Event for any reason without the prior written permission of Ellie Mae.

Sponsor represents and warrants that it is entering into this Agreement as principal and not as agent or nominee of any third party, and materials displayed or transmitted by Sponsor in connection with the Virtual Event do not infringe any patent, trademark, copyright and other intellectual property right of any party and it agrees that in the event of any breach of the representations and warranties in this Agreement Sponsor will indemnify Ellie Mae against all claims, demands, losses, liabilities, charges, actions and expenses incurred by Ellie Mae as a result of such breach.

For the avoidance of doubt, nothing in this Agreement will be deemed to vest in you any legal or beneficial right in or to any trademarks or other intellectual property rights owned or used under license by Ellie Mae or any of its affiliates; nor does this Agreement grant to you any right or license to any other intellectual property rights of Ellie Mae or its affiliates, all of which shall at all times remain the exclusive property of Ellie Mae and its affiliates.

IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES. ELLIE MAEMAKES NO REPRESENTATIONS OR WARRANTIES, AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY.

This Agreement and the rights granted to Sponsor hereunder are non-exclusive and, among other things, Ellie Mae reserves the absolute right to enter into similar

agreements with third parties related to additional sponsorship opportunities for the Virtual Event.

This Agreement will be governed by, construed and enforced according to the laws of the State of California (excluding its choice of law rules). The parties hereby agree to submit themselves to the personal jurisdiction of the courts of California, which will be the exclusive venue for any disputes relating to this Agreement.

Ellie Mae will have full power in the interpretation and enforcement of the terms and conditions contained in this Agreement, and the power to make, from time to time, such reasonable amendments thereto and to set such further terms and conditions as it will consider necessary for the proper conduct of the Virtual Event, provided, such new terms and conditions do not materially alter or diminish the contractual rights of Sponsor. The failure of Ellie Mae to enforce a term or condition of this contract in one instance will not be construed to limit Ellie Mae's right to enforce the term or condition in any other instance. Neither will it be construed to affect a waiver of any other term or condition of this Agreement.

Sponsor will not assign or delegate Sponsor's rights or obligations under this Agreement without Ellie Mae's prior written consent. This Agreement constitutes the sole agreement of the parties with respect to the subject matter hereof and supersedes all previous written and oral agreements and understandings between the parties with respect to such subject matter.