

Tradeshow and Sponsorship Agreement

Univerzita Karlova, Matematicko-fyzikální fakulta (“Event Management”) and ORACLE CZECH s.r.o. (“Oracle”) agree that this Oracle Tradeshow and Sponsorship Contract will represent the agreement between Event Management and Oracle, for the ManLang 2017 event (the “Agreement”).

Details of the event are described below.

Circle one: ~~Tradeshow~~ Sponsorship

Event Date(s): September 27, 2017 to September 29, 2017

Event Location: Faculty of Mathematics and Physics, Charles University, Malostranské náměstí 25, Prague 1

Venue(s): School of Computer Science, Faculty of Mathematics and Physics, Charles University

City: Prague

Country: Czech Republic

Level of participation: N/A

Total Cost to Oracle for participation: 110,000.00 CZK

What are the Benefits to Oracle that are included in the cost to participate?
(List or attach Benefits document as an Exhibit A):

- Company logo on website

Event space assignment or Booth #(s): N/A

Invoicing. Event Management shall invoice Oracle for the fees due under the Agreement upon execution of this Agreement. Oracle shall have no obligation to pay any late payment fees of any kind. Payment shall be due net fifteen (15) days upon Oracle’s receipt of the valid, undisputed invoice. In addition, unless otherwise specified, Oracle shall not be obligated to pay Event Management for any fees related to the event if Event Management presents the invoice to Oracle more than one-hundred eighty (180) days after the date the applicable fees are due.

1. All invoices must reference the appropriate Purchase Order number and be sent to:

Oracle Czech s.r.o.
Attention: Accounts Payable
U Trezorky 921/2
158 00 , Praha 5
Czech Republic
158 00

Copy to: Oracle Event Coordinator: Name: Ann Brisson
Email: ann.brisson@oracle.com

Event Management acknowledges its failure to comply with the terms of this section may cause delay in payment at no fault of Oracle. Oracle shall have no obligation to pay any late payment fees of any kind. In addition, unless otherwise specified, Oracle shall not be obligated to pay Event Management for any fees related to the event if Event Management presents the invoice to Oracle more than one-hundred and eighty (180) days after the date the applicable fees are due.

2. **Force Majeure.** If for any reason beyond Event Management's or Oracle's reasonable control - including but not limited to strikes; labor disputes; acts, regulations or orders of governmental authorities; civil

disorder; disasters; acts of war; acts of God; fires; flood or other emergency conditions - the Event Management or Oracle is unable to perform its obligations under this Agreement, such non-performance is excused and either party may terminate this Agreement without further liability of any nature, upon full return of Oracle's deposit.

- 3. Indemnification.** Event Management and Oracle each agree to defend, indemnify, and hold harmless the other party from and against only claims, actions or causes of action, liabilities, and costs arising from the negligence of either party's employees or agents in connection with the performance of either party's obligations hereunder which results in direct physical injury, death or damage to tangible personal property provided that (i) the indemnified party gives prompt notice of the claim to the other party; (ii) the indemnifying party has sole control over the defense of the claim, including any decision to settle; and (iii) the indemnified party provides the other party with all reasonable assistance therein. As a condition to the indemnification provided in this section with respect to any third party claim, (a) the indemnified party will notify the indemnifying party within a reasonable time after receiving notice of such claim; provided, however, that the omission by such indemnified party to notify the indemnifying party of any such claim shall not relieve the indemnifying party from any liability that it may have to such indemnified party unless, and only to the extent that, such omission results in the indemnifying party's forfeiture of substantive rights or defenses; (b) provided that the indemnifying party promptly and reasonably investigates and defends any such claim, the indemnifying party will have control over the defense and settlement thereof; provided, however, that the indemnifying party shall not enter into any settlement unless such settlement (i) includes an unconditional release of the relevant indemnified parties from all liability arising out of such commenced or threatened claim or action and (ii) is solely monetary in nature and does not include a statement as to, or an admission of fault, culpability or failure to act by or on behalf of, any indemnified party or otherwise adversely affect any indemnified party; and (c) the indemnified party will furnish (at the indemnifying party's reasonable request and expense) information within its custody or control and reasonable assistance necessary for such defense. Notwithstanding the foregoing, the indemnified party may join in the defense and settlement discussions directly or through counsel of its choice and expense.
- 4. Cancellation.** Regardless of the date of cancellation by Oracle, Event Management agrees to use reasonable efforts to resell Oracle's sponsorship or exhibit space. Should Event Management resell any of Oracle's sponsorship or exhibit space, Oracle's cancellation fees will be refunded proportionately.
- 5. Property Damage.** Both parties shall be responsible for loss or damage to property, only to the extent such loss or damage is caused by the negligence of its employees or agents.
- 6. Code of Ethics.** Event Management agrees to comply at all times with the Oracle Supplier Information and Physical Security Standards (OSSS) and the Oracle Supplier Code of Ethics (OSCoE). In order to address evolving business risk, security standards and regulatory compliance requirements, Oracle may update the OSSS or OSCoE at its discretion. The current versions are available at <http://www.oracle.com/corporate/supplier/index.html>.
- 7. Governing Law.** This Agreement is made and entered into by the parties in the Czech Republic Contractual Parties hereby expressly agree that the legal conditions of this Agreement is governed by Act no. 513/1991 Coll. – Commercial Code, as amended. In sections regulating the rights granted, the conditions stipulated within Act no. 121/2000 Coll. – Copyright Act – will apply. Event Management and Oracle agree to submit to the exclusive jurisdiction of, and venue in, the court in the Czech Republic in any dispute arising out of or relating to this Agreement; in this respect, Contractual Parties hereby agree in accordance with the provisions of § 89 a) of Civil Court Code that any procedure with general courts will be held by the City court of Prague with respect to the local jurisdiction.
- 8. Miscellaneous.** Any communications sent or made by Event Management to prospective or confirmed event attendees shall comply with all applicable laws, including without limitation the US CAN-SPAM Act. The parties shall not be required to submit any claims or disputes to arbitration or mediation. A faxed or electronically imaged copy of this executed Agreement shall have the same affect as if an original.
- 9. Confidential Information.** By virtue of this Agreement, the parties may have access to information that is confidential to one another ("**Confidential Information**"). Confidential Information shall be limited to the terms and pricing under this Agreement and any other material or information that is either marked as confidential or, if disclosed orally, must be disclosed as confidential at the time of disclosure and followed

by writing within thirty (30) days summarizing the Confidential Information. Each party agrees to maintain all Confidential Information in confidence to the same extent that it protects its own similar information of like nature and to use such Confidential Information only as permitted under this Agreement. A party's Confidential Information shall not include information that: **(a)** is or becomes a part of the public domain through no act or omission of the other party; **(b)** was in the other party's lawful possession prior to the disclosure and had not been obtained by the other party either directly or indirectly from the disclosing party; **(c)** is lawfully disclosed to the other party by a third party without restriction on disclosure; **(d)** is independently developed by the other party; or **(e)** is disclosed under operation of law. The parties agree to hold each other's Confidential Information in confidence during the term of this Agreement and for a period of two years after termination of this Agreement. The parties agree that unless required by law, not to make each other's Confidential Information available in any form to any third party for any purpose other than the implementation of this Agreement. Each party agrees to take all reasonable steps to ensure that Confidential Information is not disclosed or distributed by its employees or agents in violation of this Agreement.

10. Trademark/Logo.

a. "Oracle Trademarks" means all names marks logos, designs, trade dress and other brand designations used by Oracle and its related companies.

b. Subject to the terms and conditions in this section, Event Management shall have the limited right to (i) use Oracle Trademarks in connection with the fulfillment of its obligations under this Agreement, and (ii) use Oracle's name and logo to reference Oracle as a customer in Event Management's marketing materials (the use in this clause (ii) being referred to as the "Limited Marketing Right"). Upon Oracle's request, Event Management shall submit all promotional materials on which Oracle Trademarks are used to Oracle for its review and approval and Event Management shall not distribute or use these promotional materials in any manner without the prior written consent of Oracle's Vice President of Marketing. Nothing in this section shall be deemed to give Event Management the authority to bind Oracle to any agreement or any obligation, or attribute to Oracle any action or endorsement (including, without limitation, with respect to any Event Management products or services), without the prior written consent of Oracle's Vice President of Marketing.

c. Event Management acknowledges and agrees that any use of Oracle Trademarks must be in compliance with Oracle's relevant trademark or corporate identity guidelines, and all goodwill shall inure to the benefit of Oracle. Event Management may access Oracle's trademark usage guidelines at: <http://www.oracle.com/us/legal/third-party-trademarks/index.html>. Except for the usage rights set forth in this section, Event Management is not granted any other rights to Oracle Trademarks, and acknowledges that it shall not gain any proprietary interest in Oracle Trademarks. In addition, except with respect to the Limited Marketing Right, Event Management shall not use or furnish any Oracle Trademarks as a reference or in any advertising, announcement, press release, publicity or other promotional materials without the prior written consent of Oracle's Vice President of Marketing.

d. Event Management agrees to defend, indemnify, and hold harmless Oracle and its affiliates in connection with any third party claims or actions arising out of Event Management's misuse of the Oracle Trademarks. Oracle may terminate Event Management's right to use Oracle Trademarks under this section (either in part or whole) immediately on notice, with or without cause. Such termination shall not terminate or otherwise affect this Agreement. Moreover, this permission shall terminate immediately upon termination or expiration of this Agreement or if Oracle stops using Event Management's products or services. Upon termination or expiration of this Agreement, Event Management shall immediately stop referencing Oracle as a customer and stop using the Oracle Trademarks.

11. Contract Register. This contract is to be published in the contract register as required by the Contract Register Act No. 340/2015 Coll. The parties confirm that this publication is not deemed to violate the Confidential Information clause above and that no part of the contract has been excluded from the public record. The parties agree that the contract will be published by Charles University, Faculty of Mathematics and Physics. The contract shall come into effect only if published in the contract register.

This Agreement is the entire agreement between the parties related to this subject matter and no alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto. This Agreement supersedes any prior agreements or understandings between the parties hereto.

The Effective date of this Agreement shall be: September 28, 2017

EVENT MANAGEMENT

ORACLE CZECH S.R.O.

Signature

Signature

Name

Name

Title

Date

Title

Date