Linux Foundation Event Management Services Agreement for
Xen Developer Summit 2015

This Event Management Services Agreement is entered into as of December 15, 2014 between The Linux Foundation, an Oregon nonprofit corporation, and Xen Project. Xen Project is hiring The Linux Foundation to provide event management services as outlined in Exhibit A attached to this Agreement (Scope Of Services). In consideration of the mutual covenants, terms, and conditions set forth below, the adequacy of which consideration is hereby accepted and acknowledged, the parties agree as follows:

1. Definitions.
a. "Event" means Xen Developer Summit 2015, outlined in Exhibit A.
b. "Agreement" means this document, including all attachments and exhibits.
c. "Participant" means an individual registering, attending, or participating in the Event.
d. "Linux Foundation Services" means the organizational and administrative services to be provided by The Linux Foundation to Xen Project in connection with the Event, as outlined in Exhibit A. Linux Foundation Services do not include Third Party Services.
e. "Third Party Services" means the travel, accommodation, catering services and other goods, services and facilities procured by The Linux Foundation for Xen Project from third parties for the purposes of or in connection with the Event.

2. Linux Foundation Services.

The Linux Foundation will supervise and organize the Event for Xen Project, including all services outlined in Exhibit A.

3. Confidentiality Of Dollar Amounts.

Neither party may disclose the specific dollar amounts of this agreement without specific written authorization from the other party.

4. Payments to Be Made To the Linux Foundation.

Xen Project will be responsible for the payment to The Linux Foundation of $57,300, which will include payment for Linux Foundation Services and Third Party Services listed on Exhibit A. In the event that Xen Project later requires Third Party Services in addition to those listed in Exhibit A, either the parties will sign another scope of services document, or Xen Project will be responsible for the additional actual costs incurred for those additional Third Party Services.

5. Invoicing and Payment.

a. Upon signing of this Agreement, The Linux Foundation will invoice Xen Project for 50% of the amounts specified in section 4.
b. Sixty (60) days prior to the event, The Linux Foundation will invoice Xen Project for the remaining 50% of the amounts specified in section 4.
c. If the Linux Foundation and Xen Project have agreed in writing to additional costs to the event, such additional costs will be invoiced at the conclusion of the event.
d. All invoices will be due and payable 30 days after invoice. Unless otherwise directed by Xen Project, all POs, invoices and payments will be issued through the designated invoice and payment system of Xen Project, which The Linux Foundation agrees to us**e.** Xen Project may pay by wire transfer, check, and credit card, or another method agreed to in writing by the parties.

Please note that should a credit card be used, an additional processing fee will apply (2% for Visa, Discover or Mastercard and 3% for American Express cards).

6. Non-Solicitation of Event Planners.

Xen Project will not solicit event planners working for The Linux Foundation for further services for any purpose including event planning without the consent of The Linux Foundation for a period of twelve months after the Event or after the event planner is no longer an employee or has a contractual relationship with The Linux Foundation, except for routine courtesy and follow up questions.

7. Indemnification

a. Indemnified Parties & Claims. The "Indemnified Parties" are The Linux Foundation and its officers, directors, shareholders, parents, subsidiaries, agents, insurers, successors, and assigns. An "Indemnified Claim" is any third party claim, suit, or proceeding against the Indemnified Parties arising out of, related to, or alleging injury to or death of any individual, or any loss of or damage to real or tangible personal property, arising out of or relating to the Event.
b. Indemnity. Xen Project will indemnify, defend, and hold the Indemnified Parties harmless against any Indemnified Claim, provided The Linux Foundation gives Xen Project prompt notice of such Indemnified Claim. Xen Project's obligations set forth in the preceding sentence include, without limitation, retention and payment of attorneys and payment of court costs, as well as settlement at Xen Project's expense, payment of judgments, or both.
c. Litigation. Xen Project will control the defense of any Indemnified Claim, including appeals, negotiations, and any settlement or compromise thereof; provided The Linux Foundation will have the right to approve the terms of any settlement or compromise that restricts its rights granted under this Agreement or subjects it to any ongoing obligations.
d. Exclusions. Xen Project's obligations set forth in Subsection 7(b) above do not apply to the extent that an Indemnified Claim arises out of The Linux Foundation's violation of this Agreement.

8. Limitation of Liability.

In no event will the Linux Foundation's liability arising out of or related to this Agreement exceed amounts paid by Xen Project to the Linux Foundation pursuant to this Agreement and in no event will the Linux Foundation be liable for any consequential, indirect, special, incidental, or punitive damages. The liabilities limited by this section 8 apply: (a) to liability for negligence; (b) regardless of the form of action, whether in contract, tort, strict product liability, or otherwise; (c) even if the Linux Foundation is advised in advance of the possibility of the damages in question and even if such damages were foreseeable; and (d) even if Xen Project's remedies fail of their essential purpose. If applicable law limits the application of the provisions of this Subsection 8, the Linux Foundation's liability will be limited to the maximum extent permissible.

9. Governing Law and Jurisdiction.

This Agreement will be governed exclusively by the internal laws of the State of Oregon, 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 in Oregon.

10. Term, Termination, and Cancellation/Date Changes.

This Agreement will remain in force until the Event has occurred and all payments have been made as detailed herein, or a party terminates the contract pursuant to this section 8. Sections 3, 6, 7, 8, and 9 will survive termination or expiration. The Linux Foundation may terminate this Agreement if payment for an invoice is more than fourteen (14) days late. In the event of termination pursuant to the preceding sentence, or if Xen Project decides to cancel the event or change the date of the Event, Xen Project will be responsible for all cancellation, attrition, or other fees incurred by The Linux Foundation from all providers of Third Party Services, as well as $. The Linux Foundation will make reasonable efforts to reduce Third Party Services fees on behalf of Xen Project. Fees will be invoiced by The Linux Foundation to Xen Project at such time that The Linux Foundation has been informed by the Third Party Service providers of such fees and costs, and will be payable within thirty days of invoice, or sooner if the Third Party Service provider's invoice is payable sooner.

11. Miscellaneous

a. Counterparts. 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.

b. Main Body Governs. In the event of a conflict between this main body of this Agreement and those of any attachment or Scope of Services, the terms of this main body will govern.

c. Entire Agreement. This Agreement sets forth the entire agreement of the parties and supersedes all prior writings, negotiations, and discussions with respect to the subject matter of this Agreement.

d. Assignment. Neither party may assign this Agreement or any of its rights or obligations hereunder without the other's express written consent, except that either party may assign this Agreement to the surviving party in a merger of that party into another entity. Except to the extent forbidden in the previous sentence, this Agreement will be binding upon and inure to the benefit of the respective successors and assigns of the parties.

e. Force Majeure. To the extent caused by force majeure, no delay, failure, or default will constitute a breach of this Agreement.

f. Severability. In the event that a provision of this Agreement is held to be invalid or otherwise unenforceable, such provision will be interpreted to fulfill its intended purpose to the maximum extent permitted by applicable law, and the remaining provisions of this Agreement will continue in full force and effect.

g. Independent Contractors. The parties are independent contractors and will so represent themselves in all regards.

The Linux Foundation

_____
Signature

_____
Name

_____
Title

_____
Date

Xen Project

_____
Signature

_____
Name

_____
Title

_____
Email

_____
Phone

_____
Date

LINUX FOUNDATION

Price Quote on Services

Quote Number:	12192
Date:	12/14/2014
Representative:	Angela Brown
Valid Until:	01/14/2015

Xen Project	**The Linux Foundation**
	Angela Brown
660 York Street, Suite 102	angela@linuxfoundation.org
San Francisco, CA 94110	+1-415-368-4840
	660 York Street, Suite 102
	San Francisco, CA 94110

Description:	**Price:**
Xen Developer Summit 2015	$57,300.00

The Linux Foundation will produce the Xen Developer Summit 2015, August 19-21, at the Sheraton Seattle for the fee referenced below which includes all the estimated costs below as well as the Linux Foundation's 20% management fee.

Total Cost Includes

(1) 2 Day Event For 125 People
-Continental Breakfast & Breaks for 125 people ($12,500)
-Screen, projector, microphone and wifi for 2 rooms for event ($11,150)
-Full video recording services for 2 day summit (video files to include speaker video and slides, and will be posted on YouTube within 3 weeks of the event) ($10,200)
-Power
-Offsite Evening Event for 125ppl with heavy appetizers and 2 drinks (beer, wine, soft drinks) per person ($3,250)
-Build of website and CFP (and hosting on events.linuxfoundation.org)
-Graphic design for event t-shirt and signage ($950)
-Attendee T-Shirts ($1,850)
-Signage Printing ($1200)
-On-site staffing ($1600)
-Shipping ($500)
-Registration Support (Online registration form buildout and management, badges, lanyards and onsite attendee check-in labor) - ($1,000)
(2) Additional Meetings on Day 3; 2 rooms, total 30ppl
-Continental Breakfast & Breaks for 30ppl ($1500)
-2 Meeting Rooms with Screen, Mic, Power, WiFi and Projector (Included in AV costs above)
-Misc ($1150)
-LF Event Management Fees (20% of total)
-Processing of incoming sponsorship sales only. Management of sponsorship deliverables.

Currency:	USD
Total:	$57,300.00