

SPONSORSHIP AGREEMENT

This Sponsorship Agreement (this “**Agreement**”), effective as of the later date of the two signature dates on the applicable Sponsorship Order Form (the “**Effective Date**”), is entered into by Braze, Inc., a Delaware corporation having its principal place of business at 330 West 34th Street, 18th Floor, New York, NY 10001 (“**Braze**”), and the Sponsor named on the Order Form (“**Sponsor**”).

In consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Purchased Sponsorship.** Subject to the terms and conditions of this Agreement, Braze will provide to Sponsor the sponsorship benefits and any related services procured from Braze in relation to the sponsorship benefits, if any, set forth in the applicable Order Form (the “**Sponsorship Benefits**”). An “**Order Form**” shall mean the ordering document for Sponsor’s purchase of Sponsorship Benefits that is executed hereunder by the parties.
 2. **Fees.** In consideration for the Sponsorship Benefits set forth in an Order Form, Sponsor will pay Braze fees in the amount set forth in the applicable Order Form (the “**Fees**”). The Fees shall be exclusive of any applicable taxes. Braze will invoice Sponsor for all Fees as of the Effective Date of the Order Form (unless otherwise specified in such Order Form), and Sponsor will pay Fees no later than thirty (30) days from the date of any applicable invoice.
 3. **Term; Termination; Cancellation.**
 - a. **Term.** This Agreement commences on the Effective Date and continues until all Order Forms entered into hereunder have terminated or expired pursuant to the terms hereof (the “**Term**”).
 - b. **Termination for cause.** A party may terminate this Agreement for cause: (a) upon 10 days’ written notice of a material breach to the other party if such breach remains uncured at the expiration of such period; or (b) immediately if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation, or assignment for the benefit of creditors. In the event that Sponsor terminates this Agreement for cause pursuant to the aforementioned terms, Braze shall refund Sponsor any prepaid fees covering the remainder of the Term after the effective date of termination. Such termination for cause by Sponsor shall not relieve Sponsor of the obligation to pay any Fees accrued or payable to Braze prior to the effective date of termination. In the event that Braze terminates this Agreement for cause pursuant to this Section, Sponsor shall remain obligated to pay all Fees owed to Braze for the remainder of the Term.
 - c. **Cancellation.** Braze shall be entitled to cancel the event described on the applicable Order Form (the “**Event**”) at any time, and for any reason. In the event Braze cancels the Event, Braze shall refund any Fees received from Sponsor, net any applicable banking fees.
- If for whatever reason, the Event is rescheduled by Braze for an alternative date, any payments of Fees that have already been paid (or are payable) shall be put towards such future sponsorship.
- Any additional or differing cancellation and/or refund terms and conditions for a specific event, if any, will be available on Braze’s website.
- d. **Survival.** Sections 2 through 17 shall survive termination or expiration of this Agreement.
 4. **Proprietary Rights.** Subject to the terms and conditions of this Agreement, the Sponsor grants Braze a worldwide, royalty free, non-transferable and non-sublicensable (except in each case between or among Braze and its affiliates), and non-exclusive license to use the logos, trademarks, service marks, trade names and company descriptions as prepared and delivered to Braze by the Sponsor (“**Sponsor Materials**”): (i) to identify Sponsor as a sponsor of the Event, (ii) to otherwise provide Sponsor with the Sponsorship Benefits under this Agreement, and (iii) for marketing activities solely related to the Event. Braze may provide Sponsor with Braze’s logos and information, and marketing materials (“**Braze Materials**”) to enable Sponsor to promote its participation in the Event. In such limited case, Braze grants to Sponsor a worldwide, royalty-free, non-transferable, non-sublicensable and non-exclusive license to use, reproduce, display, perform, and distribute the Braze Materials provided that Sponsor: (i) complies with Braze’s written instructions (including Braze branding guidelines); (ii) does not modify the Braze Materials; and (iii) refers only to Braze as being an organizer of the Event, and does not refer to any other relationships Sponsor may have with Braze. Except as specifically set forth in this Section neither party will acquire any other use rights or any interest in the other party’s trademarks, service marks, trade secrets, logos, commercial symbols, copyrights, patents, and any other intellectual property rights under this Agreement.
 5. **Confidential Information.**
 - a. **Definition of Confidential Information.** As used herein, “**Confidential Information**” means all confidential and proprietary information of a party, or any of its affiliates (“**Disclosing Party**”), disclosed to the other party, or any of its affiliates, (“**Receiving Party**”) that is marked or designated as “Confidential” and/or “Proprietary”, or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Confidential Information shall not include any information that: (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party

or any third party; (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party; (iii) was independently developed by the Receiving Party; or (iv) is received from a third party without breach of any obligation owed to the Disclosing Party.

b. **Confidentiality.** The Receiving Party shall use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but in no event less than reasonable care) (i) to not use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, and (ii) except as otherwise authorized by the Disclosing Party in writing, to limit access to Confidential Information of the Disclosing Party to those of its and its affiliates' employees, contractors and agents ("**Representatives**") who need such access for purposes consistent with this Agreement and who are subject to written confidentiality obligations with the Receiving Party containing protections no less stringent than those contained herein. Receiving Party shall be liable for any breach of this Section "Confidential Information" by its Representatives. Other than as otherwise provided herein, neither party shall disclose the terms of this Agreement to any third party other than its Representatives without the other party's prior written consent.

c. **Compelled Disclosure.** If the Receiving Party is compelled by law to disclose Confidential Information of the Disclosing Party, it shall provide the Disclosing Party with prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure.

d. **Remedies.** If the Receiving Party discloses or uses (or threatens to disclose or use) or fails to limit access to any Confidential Information of the Disclosing Party in breach of the confidentiality obligations set forth herein, the Disclosing Party shall have the right, in addition to any other remedies available to it, to seek injunctive relief to enjoin such acts, it being specifically acknowledged by the parties that any other available remedies are inadequate.

e. **Announcements.** Except as may be otherwise agreed upon by the parties pursuant to an Order Form and this Agreement, or otherwise in writing, neither party will issue any press release or otherwise make any public announcement or disclosure with respect to this Agreement or any actual or contemplated Sponsorship Benefits without the prior written consent of the other party (email acceptable), such consent not to be unreasonably withheld.

6. **Warranties and Disclaimers.** Each party represents and warrants that it has the full power and authority to enter into this Agreement and to grant the rights hereunder. If this Agreement or any Order Form is executed by an agency representing Sponsor, such agency further represents and warrants that it has the full power and authority to enter into the Agreement and execute any such document on behalf of Sponsor and bind Sponsor to all terms and conditions thereof.

ALL AND ANY SPONSORSHIP BENEFITS, GOODS AND SERVICES ARE PROVIDED ON AN "AS IS" BASIS FOR A SPONSORED EVENT AND THEREFORE BRAZE DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND WITH RESPECT TO ANY SPONSORSHIP BENEFITS, GOODS OR SERVICES TO BE PROVIDED UNDER THIS AGREEMENT.

7. **Data Protection.** The parties acknowledge that certain personal data about Event attendees will be collected from them during Event registration and may also be collected during the course of their participation in the event (collectively, "**Attendee Personal Data**"). Attendee Personal Data may include both attendee registration data ("**Registrant Data**") and attendee opt in to receive sponsor marketing communications ("**Opt In Data**"). It is the parties' intent that Attendee Personal Data is concurrently collected by Braze and each Event sponsor, irrespective of whether one party facilitates such collection on behalf of the others. With respect to such Attendee Personal Data, each party is an independent controller under applicable data protection laws and regulations (and an independent business under the California Consumer Privacy Act, as applicable). Each party may use and disclose Attendee Personal Data for its own lawful business purposes, and shall process Attendee Personal Data in compliance with its obligations under applicable data protection laws and regulations, including, without limitation, obligations to comply with requests by individuals to exercise their rights thereunder. Sponsor agrees that it is solely responsible for ensuring that (a) it has a legal basis to communicate with Event attendees and otherwise process Attendee Personal Data, and (b) Sponsor has given all notices and obtained all consents as may be required by applicable data protection laws and regulations in connection with such communications and processing. Braze makes no representations or warranties regarding Sponsor's ability to lawfully process Attendee Personal Data.

8. **Indemnity.**

a. **Mutual Indemnification.** Each party shall indemnify, defend, and hold the other party harmless from any damages, reasonable attorney's fees, finally awarded judgements or settlements ("**Damages**") suffered or incurred by such party arising out of or in connection with any claim made by a third party ("**Claims**") (i) against Braze for actual or alleged infringement of such third party's intellectual property rights in connection with Braze's use of the Sponsor Materials in accordance with this Agreement or against Sponsor for actual or alleged infringement of such third party's intellectual property rights in connection with Sponsor's use of Braze Materials in accordance with this Agreement or (ii) alleging gross negligence or willful misconduct by the indemnifying party.

b. **Procedure.** The party seeking the indemnification shall (a) promptly notify the indemnifying party in writing of the applicable Claim for which indemnification is sought; provided, that failure to notify shall not relieve a party of its indemnification obligations unless it has been materially prejudiced thereby; (b) give the indemnifying party sole control of the defense and settlement of the Claim (except that the indemnifying party may not settle a Claim unless it unconditionally releases the indemnified party of all liability); and (c) provide the indemnifying party with all non-monetary assistance, information and authority reasonably required for the defense and settlement of such Claim.

9. **Limitation of Liability.**

a. EACH PARTY'S AGGREGATE LIABILITY UNDER THIS AGREEMENT OR ANY ORDER FORM WILL NOT EXCEED THE AMOUNT PAID OR PAYABLE BY SPONSOR TO BRAZE UNDER THE ORDER FORM FOR THE SPONSORED EVENT THAT GAVE RISE TO THE CLAIM. THE ABOVE LIMITATIONS WILL NOT LIMIT SPONSOR'S PAYMENT OBLIGATIONS HEREUNDER.

b. IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY LOST PROFITS OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, CONSEQUENTIAL OR COVER DAMAGES OF ANY KIND OR NATURE HOWEVER CAUSED AND, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING DISCLAIMER WILL NOT APPLY TO THE EXTENT PROHIBITED BY LAW.

c. BRAZE SHALL NOT BE RESPONSIBLE FOR ANY LOSS OF OR DAMAGE TO PROPERTY OF THE SPONSOR OR OF ITS EMPLOYEES, AGENTS, CONTRACTORS, OR ASSIGNEES NOR FOR ANY PERSONAL INJURY TO THE SPONSOR'S OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, CONTRACTORS AND/OR INVITEES OR GUESTS EXCEPT TO THE EXTENT ANY SUCH CLAIMS MAY BE DIRECTLY AND SOLELY ATTRIBUTABLE TO THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF BRAZE, ITS DIRECTORS, OFFICERS, AND/OR EMPLOYEES.

10. Force Majeure. Neither party shall be liable for any failure, delay, or default in performance resulting from any cause beyond its reasonable control, including, inaction of governmental, civil, or military authority, fire, strike, lockout, or other labor dispute (other than those involving the employees of the party invoking this clause), flood, terrorist act, pandemic, war, riot, theft, earthquake, or other natural disaster (each a "**Force Majeure Event**").

11. Relationship of the Parties. The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the parties.

12. Notices. All notices under this Agreement shall be in writing and shall be deemed to have been given upon: (a) personal delivery; (b) the second business day after mailing; or (c) except for notices of termination or an indemnifiable claim ("**Legal Notices**"), the day of sending by email. Legal Notices to Braze shall be addressed to the attention of its General Counsel at generalcounsel@braze.com with email subject "Legal Notice". Billing-related notices to Sponsor shall be addressed to the relevant billing contact designated by Sponsor on the Order Form. All other notices to Sponsor will be addressed to the Sponsor Contact set forth on the Order Form.

13. Waiver and Cumulative Remedies. No failure or delay by either party in exercising any right under this Agreement shall constitute a waiver of that right. Other than as expressly stated herein, the remedies provided herein are in addition to, and not exclusive of, any other remedies of a party at law or in equity.

14. Severability. Any provision of this Agreement, which is prohibited and unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provisions in any other jurisdiction.

15. Assignment. Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other party (not to be unreasonably withheld, conditioned, or delayed). Notwithstanding the foregoing, either party may assign this Agreement in its entirety (including all Order Forms), without consent of the other party, in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets not involving a direct competitor of the other party. Any attempt by a party to assign its rights or obligations under this Agreement in breach of this Section shall be void and of no effect. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns.

16. Governing Law. This Agreement shall be governed exclusively by the internal laws of the State of New York, without regard to its conflicts of laws rules. The state and federal courts located in the State of New York, District of Manhattan, New York City, shall have exclusive jurisdiction to adjudicate any dispute arising out of or relating to this Agreement. Each party consents to the exclusive jurisdiction of such courts. Each party also waives any right to jury trial in connection with any action or litigation in any way arising out of or related to this Agreement.

17. Entire Agreement. This Agreement is the entire agreement between the parties regarding Sponsor's use of the Sponsorship Benefits, and supersedes all prior and contemporaneous agreements, proposals, or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement shall be effective unless in writing and signed by the parties. The parties agree that any term or condition stated in a Sponsor purchase order or in any other Sponsor order documentation (excluding Order Forms) is void. In the event of any conflict or inconsistency among the following documents, the order of precedence shall be: (1) the applicable Order Form, (2) the body of this Agreement. The language used in this Agreement shall be deemed to be language chosen by both parties hereto to express their mutual intent, and no rule of strict construction against either party shall apply to rights granted herein or to any term or condition of this Agreement.