

Gartner Co-Marketing Agreement

This Gartner Co-Marketing Agreement ("Agreement") is entered into this **17 day of August 2014** (the "Effective Date") by and between Gartner, Inc. with registered office at 56 Top Gallant Rd., Stamford CT. 06904 ("**Gartner**") and Integration Developer News with registered office at 45 Harbor Oak Dr #24 Tiburon, CA 94920. Each of Gartner and Media Partner may also be referred to hereunder as a "party" or, collectively, "the parties."

WHEREAS, Gartner is the world's leading information technology research and advisory company; and

WHEREAS, Integration Developer News is the leading electronic newsletter (circulation 71,000) for enterprise architects, middleware developers and integration professionals interested in design-to-deployment phases for leading integration topics.

WHEREAS, the parties desire to enter into a strategic co-marketing agreement **Gartner Identity & Access Management, December 2 – 4; Gartner Application Architecture, Development & Integration Summit, December 8 – 10; and Gartner Business Process Management Summit, December 10 – 12**, wherein Integration Developer News will provide to Gartner certain co-marketing services (the "Company Services") and in exchange Gartner will provide to Company certain event benefits (the "Gartner Benefits")

NOW, THEREFORE, in consideration of the premises set forth above and in accordance with the terms and conditions set forth below, the parties hereby agree as follows:

1. **Term and Termination:** This Agreement commences on the Effective Date and shall remain in effect until the conclusion of the Event (the "Term") unless earlier terminated by either party as set forth hereunder. Either party may terminate the Agreement immediately on the grounds of material breach if the breaching party fails to cure the breach within 30 days following receipt of written notice of such breach from the non-breaching party.
2. **Exchange of Services and Benefits:** For the Term of this Agreement, Company grants to Gartner the Company Services as specified in Schedule A and in exchange, Gartner grants to Company the Gartner Benefits as specified in Schedule B
3. **Use of Trade Marks:** Each party agrees not to use the other party's name, trademarks or logos in any way that is detrimental to the other party or in any way that may bring the other party, its affiliates, related bodies corporate, employees or officers into disrepute. Upon expiration or termination of this Agreement, each party will immediately cease using the other party's name, trademarks and logos, unless otherwise agreed in writing hereunder.
4. **Data Protection & Privacy:** Each party agrees, in performing its respective obligations under this Agreement to comply with all applicable Data Protection & Privacy legislation and regulation.
5. **Branding/Promotion.** Unless otherwise agreed to by the parties in writing, all branding and promotion shall be subject to and governed by i) the Gartner Third-Party Collaboration Guidelines, attached as Schedule C and ii) the Gartner Copyright and Quote Policy on gartner.com. All branding and promotion under this Agreement must be submitted for prior review and approval to Gartner Quote Requests at quote.requests@gartner.com.
6. **Liability of Company.** Company is solely responsible for its own Event materials and products when onsite at the Event, and for insuring its property from all loss or damage. Company acknowledges that all of its property is in its own care, custody, and control in transit to and from, or within the confines of, the Event. Because Gartner does not own or control the Event venue, Gartner will not be responsible for loss, theft, damage, or destruction to Company's property, or injury to Company's employees, agents, or representatives, except to the extent such damage or loss is caused by Gartner's gross negligence or willful misconduct. Company shall be solely liable for any damage caused by its employees, agents or equipment to building floors, walls, or columns, or to standard booth equipment, or to property belonging to the Event venue or other participating companies or Event attendees.
7. **Indemnification.** Each of Gartner and Company agrees to indemnify and hold harmless the other, and each other's respective directors, officers, employees and agents, against all third party claims, losses and damages

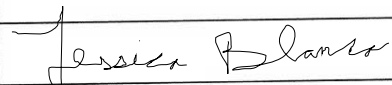
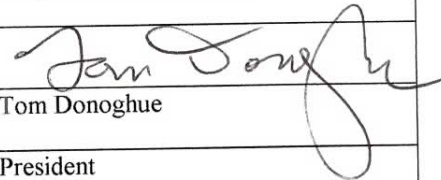
(including reasonable attorneys' fees) arising out of or relating to a breach of this Agreement or their gross negligence or willful misconduct in connection with the Event or this Agreement.

8. **Limitation of Liability.** In no event shall either party be liable to the other for any consequential, incidental, special, reliance or indirect damages, such as lost profits, business failure or loss howsoever arising out of this Agreement whether such claim is based in contract or tort, and whether or not a party has been advised of the possibility of such damages. Gartner makes no representations or warranties to Company concerning its Event, including, without limitation, the number of participating companies who attend the Event, or whether the Event is an effective method of marketing for Company.
9. **Assignment.** Except for assignment to a parent, subsidiary, affiliate or successor entity by merger or acquisition neither party may assign this Agreement without the written consent of the other party. Gartner may assign this Agreement, or delegate any of its duties under this Agreement to any parent or affiliate company or other related body corporate, or to any agent for the sole purpose of assisting Gartner with this Agreement or the Event.
10. **Entire Agreement and Amendment.** This Agreement, including all Schedules, constitutes the entire agreement with respect to the subject matter hereof and may not be modified except in writing signed by authorized representatives of both parties.
11. **Governing Law and Arbitration.** This Agreement shall be governed by and construed in accordance with the laws of the State of Connecticut, without reference to conflict of law principles. Any unresolved dispute arising under this Agreement shall be settled by binding arbitration by one arbitrator in Stamford, Connecticut under the Streamlined Commercial Arbitration Rules of JAMS or such other entity as the parties may agree in writing. The prevailing party shall be entitled to recover all costs of the arbitration, including reasonable attorneys' fees.
12. **Surviving Clauses.** The rights and obligations under sections 3, 4, 5, 6, 7, 8, 10 and 11 survive the termination or expiration of this Agreement.
13. **Authorized Signatures.** The person signing this Agreement on behalf of Company represents and warrants that they are authorized to execute this Agreement and bind Company to the terms and conditions set forth herein. The person signing this Agreement on behalf of Gartner represents and warrants that they are authorized to execute this Agreement and bind Gartner to the terms and conditions set forth herein.

The parties have hereby executed this Agreement as of the Effective Date.

Gartner Inc.

Company

Name of Company:	Gartner	Integration Developer News
Authorized Signature:		
Printed Name of Signatory:	Jessica Blanco	Tom Donoghue
Printed Title of Signatory:	Director, Events Marketing	President
Date:	9/19/2014	9/16/14

SCHEDULE A**LIST OF SERVICES Integration Developer News WILL PROVIDE TO GARTNER**

1. **Email:** Integration Developer News will provide Gartner with two dedicated email blasts to its subscriber base (or subset of) each event listed above.
2. **Calendars/ Listings:** Integration Developer News will list the events on its website calendar (within two weeks of signed agreement) provided by Gartner and identify themselves as a partner in association with each summit listed.
3. **Banner Ad:** Integration Developer News will post a Gartner developed web banner on the Integration Developer News homepage on an ongoing basis. Banner specs provided by IDN. Integration Developer News will also post a banner ad/calendar listing on www.devtownstation.com on an ongoing basis.

SCHEDULE B**LIST OF BENEFITS GARTNER WILL PROVIDE TO** Integration Developer News

1. **Affiliation announcement:** Integration Developer News is entitled to promote their status of “Media Partner” in upcoming promotional upcoming materials to members for the Summit as specified in this agreement.
2. **Summit tickets:** Integration Developer News is to receive (2) conference tickets per summit to be used by publisher, editor, advertising/marketing director. This may only be used by non-Gartner clients, Gartner to approve list of attendees in advance.
3. **Member Discount:** Integration Developer News can offer \$300 discount for members on Summits using code **GARTIDN**.
4. **Digital Agenda Site Exposure:** Integration Developer News’s logo will be posted in our Events Navigator website for the NA Summits only as specified in this agreement. Logo will link back to the media partner page that includes Integration Developer News’s logo and description and URL.
5. **Insertions:** Integration Developer News will be allowed to distribute one 8 ½” x 11” size collateral piece into the registration bags as mutually agreed upon by Integration Developer News and Gartner for each Summit. This insertion may also be in the form of an advertisement, but must be an advertisement for your company. No third-party advertising can be accepted.
6. **Publication Displays:** Integration Developer News may utilize literature racks in prime registration space to display and distribute publications. Integration Developer News will be responsible for all drayage costs at the events. Gartner will take responsibility for distribution of material.
7. **Web Hot Links:** Gartner and Integration Developer News will establish reciprocal links to each other's Web site to last during the term of this agreement. Gartner will allow Integration Developer News a 50-word descriptive write-up to be included with its logo posting on the Gartner site.