

2005 Sponsorship Reservation Form

SPONSORSHIP PACKAGES: (limited to the purchase of 1 package)

Diamond \$200,000 Gold \$60,000 Silver \$20,000 Bronze \$10,000 Exhibitor \$6,000

MARKETING PARTNERSHIP OPPORTUNITIES:

<input type="radio"/> Badge Lanyard (Exclusive)	\$10,000	<input type="radio"/> Theater Presentations (limit 6)	\$2,500
<input type="radio"/> Travel Coffee Mug (Exclusive)	\$10,000	<input type="radio"/> Program Guide Ads	
<input type="radio"/> Luggage Tags (Exclusive)	\$7,000	<input type="radio"/> 4-Color Full Page	\$2,500
<input type="radio"/> Conference Pens (Exclusive)	\$5,000	<input type="radio"/> Black/White Full Page	\$1,500
<input type="radio"/> Hotel Room Drop (limit 2)	\$5,000	<input type="radio"/> Conference Bag Insert (limit 3)	\$2,000
<input type="radio"/> Shoe Shine Station (Exclusive)	\$4,000	<input type="radio"/> Exhibit Hall Game	\$1,800

TOTAL AMOUNT DUE:

Company Name:

Contact Name:

Phone:

Fax:

E-mail:

Address 1:

Address 2:

City:

State/Province/Region:

Zip/Postal Code:

Country:

Website:

This contract, by and between the Organizer and Company named above is for participation at RSDC 2005 event(s). Contracts are governed by the "Sponsorship Application – Terms and Conditions" listed on page 2.

Company Authorized Signature

Date

Event Organizer Signature

Date

Fax completed application to c/o Robb Trost, GPJ, 650.226.0601 (fax), robb.trost@gpjco.com, 650.226.0656 (direct).

Terms and Conditions

ACCEPTANCE BY ORGANIZER: Organizer is defined as the George P. Johnson Company and Sponsor is defined as IBM Rational. Participating Company (Company) involvement in the Rational Software Development Conference (Event) is subject to Organizer's approval. No contract is created unless and until Organizer countersigns the RSDC Event Contract (the "Application"). Organizer may withdraw its acceptance at any time by refunding the Total Fee paid if Organizer determines that Company or its product is ineligible. Organizer makes no warranties regarding the number of persons who will attend the Event. Event dates, hours, and venue may be modified by information provided to Company in writing.

LOSS, THEFT, DAMAGE, INSURANCE: Exhibitor assumes entire responsibility for its exhibit, employees and agents. Exhibitor hereby agrees to protect, indemnify, defend and save IBM, The Gaylord Palms Resort and their employees and agents harmless against all claims, losses, and damages including but not limited to damage to persons or property, governmental charges and/or fines and attorney fees, arising out of or caused by Exhibitor's installation, removal, maintenance, occupancy, or use of its exhibit and their exhibition premises or a part thereof or theft or damage to Exhibitor's property, excluding any such liability caused by the sole negligence of IBM, or their employees and agents. In addition, Exhibitor acknowledges that neither IBM nor The Gaylord Palms Resort maintains insurance covering Exhibitor's property and that it is the sole responsibility of Exhibitor to obtain business interruption and property damage insurance covering such losses by Exhibitor.

RESTRICTIONS: IBM may, at its discretion, prohibit, restrict and/or evict exhibits which are in the opinion of IBM, objectionable for any reason including, but not limited to, the following: danger, noise, vibration, glaring or flashing lights, or unsafe method operation, objects on display and/or methods of display. IBM may also prohibit, restrict, and/or evict any exhibit which may detract from the general character of the Exposition. IBM may further restrict, prohibit, and/or evict any exhibit with objectionable persons, things, conduct, printed matter, or anything else IBM judges to be objectionable. In the event of such restriction or eviction, IBM is not liable for refunds of rental or other expenses. Exhibitors may not dismantle their booth properties prior to the official close of the show (The official breakdown time will be stated in the Exhibitor Services Manual.) Any exhibitor dismantling their booth prior to the official close of the show will not be permitted to exhibit in future Rational User Conferences.

PAYMENT TERMS, CANCELLATION AND TERMINATION: a) **Payment terms.** Sponsorship/Exhibit fees are due upon Organizers receipt of reservation form or Contract. If fees are not received before 30 days of the first date of Event, Organizer has right to not include Company in all forms of the conference.

b) **Cancellation.** Organizer may cancel all or any part of the Event for any reason beyond its reasonable control, including but not limited to, natural or public disaster, act of God, epidemic, acts of terrorism, venue construction, insufficient participation, market fluctuations, government regulation, or similar reasons, in which case Organizer will refund to Company a pro rata portion of any space fees already paid to Organizer, after which Company will have no further recourse against Organizer. A change in the name, dates, hours or venue of the Event does not constitute a cancellation by Organizer.

c) **Termination by Company.** All fees are deemed fully earned and non-refundable when due. Termination by Company must be in writing and will be effective upon receipt by Organizer. Company acknowledges the difficulty in determining a precise value for services rendered and expenses incurred by Organizer for the Event, and of ascertaining damages incurred by Organizer if Company terminates this Agreement or Company's participation in the Event; the amounts due from Company under this Agreement as of the effective date of any termination by Company belong to Organizer and represent an agreed measure of compensation, and are not to be deemed or construed as a forfeiture or penalty.

d) **Termination by Organizer.** Organizer may take possession of the Space and terminate Company's participation in the Event upon Company's failure to meet any obligations under the Agreement; including but not limited to Company's failure to pay for the Space or related services, set up its Exhibit, maintain all exhibited products in good working order, or staff the Space fully, in a timely manner; or violate Organizer's standards of conduct. Any such termination is treated as a termination by Company under this Agreement.

DISPLAY REGULATIONS: No exhibit may block or interfere with a neighboring exhibit. In all exhibit areas where linear or peninsular exhibit spaces abut other linear spaces, built-up exhibits or other constructions may either taper diagonally from 8 feet at the back wall to floor level at the aisle, or extend as a high panel (8-foot height limit) 4 feet out from the backwall of the linear exhibit space. In addition to restrictions described hereafter of specific exhibit configuration and exhibit space sizes, any exhibit which is allowed to exceed 8 feet in height may not exceed 9.5 feet in height without the express written permission of IBM. In no case may the height along the side dividers for the front half in from the aisle of the linear exhibit space exceed 4 feet. However, peninsulas that abut peninsulas may have a backwall covering the full length of the abutment. In cases of abutting peninsulas height restriction is 9.5 feet provided the backside of abutting walls are fully finished and do not unreasonably interfere with the abutter's display. In cases of abutter's objection, Exhibitor agrees to modify its exhibit space, if, in the sole opinion of IBM, such modification is required to satisfy abutter's objection. Island exhibit spaces will have no height or sidewall restriction, except for the height of the ceiling or any other obstruction. Permission to hang signs must first be obtained from IBM. Permission to erect exhibit spaces higher than 8 feet must first be obtained from IBM, which will confirm the available height for specific exhibit space locations. No portion of any exhibit space sign or carpeting may extend over or beyond assigned floor space. Interference with the light and space of other exhibitors is prohibited. Display material exposing an unfinished surface to neighboring exhibit spaces is not permitted and must be finished at the Exhibitor's expense. IBM reserves the right to have such finishing done at Exhibitor's expense and Exhibitor agrees to promptly pay for charges so incurred. No nails or screws may be driven into the floor. No damage of any nature may be done to any part of the exhibit hall.

SAFETY PROVISIONS/FIREPROOFING: Exhibitor must provide the necessary shielding or safety items to protect attendees, other exhibitors and all others from equipment that is operable or any other materials, processes or operations which might cause bodily harm. All display materials must be of a flameproof material or be made flameproof.

CLEANING OF EXHIBITS: Management will vacuum and maintain show aisles. Exhibitors must, at their own expense, keep their spaces clean, rugs vacuumed, products dusted and exhibits in good order.

GOVERNING LAW/LABOR REGULATIONS: This contract shall be governed by, and construed in accordance with, the laws of the state of California. Exhibiting companies may perform the tasks of erecting and dismantling their exhibits under the condition that laborers are bonafide company employees.

LIMITATION OF LIABILITY: The liability of IBM and/or George P. Johnson Company, if any, for damages under this contract shall be limited to the actual amounts paid by Exhibitor and shall in no event include incidental or consequential damages of any kind, even if IBM and/or George P. Johnson Company has been advised of the possibility of such damages.