

Application for Exhibit Space

IBM RATIONAL SOFTWARE DEVELOPMENT USER CONFERENCE 2004 • JULY 19 – 21, 2004 • GAYLORD TEXAN, GRAPEVINE, TX

CONTACT INFORMATION: Please complete the following company and contact information.(Please type or print clearly.)

Company Name: _____

Contact: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

E-mail: _____ URL: _____

SPONSORSHIP PACKAGES: (limit 1)

- Diamond \$80,000
- Gold \$60,000
- Silver \$20,000
- Bronze \$10,000
- Exhibitor \$6,000

BOOTH PREFERENCES:

1st choice _____ 2nd choice _____ 3rd choice _____

ADDITIONAL OPPORTUNITIES: (please check all that apply)

- Exhibit Hall Game.....\$1,800
- Upgrade from B&W to color ad.....\$1000
- Hotel Room Drop.....\$4,800
- Black & White full page ad.....\$1,500
- Theater Presentations.....\$2,500
- Hotel Key Cards (Exclusive).....\$15,000
- 4-color full page ad.....\$2,500
- Conference Pens.....\$5,000
- AstroVision / Janus Board Advertising.....\$12,000

ADDITIONAL PASSES:

— Full Conference Partner Pass, \$1195 per pass — Exhibit Hall only pass, \$150 per pass — Special Event pass, \$85 per pass

ACCEPTANCE: Exhibitors will be accepted once IBM or its designated agent receives the completed and signed application and Exhibitor Guidelines and obtains IBM approval. IBM approval shall be granted solely at IBM discretion and IBM reserves all rights not to approve your application. IBM has the right to condition an applicant's participation on additional terms if IBM determines such additional terms are necessary. Applicants are liable for the associated fees. Upon IBM approval of your participation, you will receive a confirmation e-mail, followed by a hard copy invoice for payment (or paid receipt if you opted to pay by credit card.) An exhibitor manual will be sent to your designated contact in April, and will contain all necessary event information and exhibit services order forms.

TERMS AND CONDITIONS: By signing this application you agree to the terms & conditions listed below. You are only eligible to participate as an exhibitor in the IBM Rational Software Development User Conference 2004 Exhibit Hall if you are a member of Partner World for Software and/or Developers. Your company's demonstration MUST be based on AND related to Rational software and IBM software development products that are included in the Rational Software Development Platform.

PAYMENT POLICY: Full payment must be made with application/contract. If you would like to pay by corporate check, you will be sent an invoice. Check payments are expected net 45 days from receipt of invoice. Please indicate any Purchase Order number that should appear on your invoice. Space WILL NOT be confirmed without receipt of full payment. Applications received that do not include payment, or the initialed Exhibitor Guidelines will be returned upon receipt! In order to better serve you, we have made it possible for you to submit your payment by either Check or Credit Card. Credit Card payments are processed by IBM or it's designated agent. It is important to note that any fees associated with IBM Rational Software Development User Conference 2004 will appear on your credit card statement as a charge from IBM or it's designated agent.

Please make all checks payable to Conferon FBO IBM Rational Software.

- Check
- AMEX
- MasterCard
- Visa

PAYMENT SUMMARY

Sponsorship Package \$ _____ Credit Card Number: _____ Exp Date: _____

Additional Opportunities \$ _____ Cardholder's Name (Please Print): _____

Additional Passes \$ _____ Cardholder's Signature: _____

Total Amount Due \$ _____ Cardholder's Billing Address (if different from above): _____

P.O. Number: _____



RESTRICTIONS: Please carefully and thoroughly review the attached Exhibitor Guidelines for a comprehensive listing of all Rules and Regulations pertinent to participation in IBM Rational Software Development User Conference 2004. A signed copy of the Exhibitor Guidelines MUST accompany the Application for Exhibit Space in order for your application to be considered for processing.

CANCELLATION POLICY: In the event that an exhibitor cancels, the exhibitor must do so in writing. Exhibitor refunds will be based on the following schedule:

- Cancellation on or before April 1, 2004 50% of participation fee
- Cancellation after April 1, 2004. no refund

In the event that IBM, in its sole discretion, changes the Event Date or the Event Site, or cancels IBM Rational Software Development User Conference 2004, IBM's sole liability to participating Exhibitors shall be to notify Exhibitors as far in advance as possible of such changes or cancellation. In the event that IBM Rational Software Development User Conference 2004 is canceled, or the Exhibitor cannot attend IBM Rational Software Development User Conference 2004 during the rescheduled time period or at the rescheduled site, IBM's sole responsibility shall be to refund all deposits previously paid by Exhibitor. Should IBM terminate this agreement pursuant to the provisions of this section, the Exhibitor waives claims for damage arising there from.

AGREEMENTS:

1. Exhibitor agrees to indemnify, defend and hold IBM or its designated agent and all its officers, committees, employees or agents acting for it in the management of IBM Rational Software Development User Conference 2004 harmless from and against all losses, damages, liabilities and claims relating to its use of space and/or any negligence or willful misconduct on the part of Exhibitor, its employees and agents.
2. Exhibitor shall obtain and maintain in effect (a) an insurance policy of Commercial General Liability form with a combined single limit of \$1,000,000 for bodily and/or personal injury or death and property damage, and (b) Workers' Compensation coverage with statutory limits. Such insurance coverage shall name IBM and the owner/manager of the exhibit hall as additional insureds as their interests may appear, covering the activities of Exhibitor in connection with the IBM Rational Software Development User Conference 2004 Exhibit Hall. Exhibitor must provide IBM with certificates of insurance evidencing these policies which shall contain a clause stating that "Rational software" is to be notified in writing at least ten (10) days prior to cancellation of or any material change in the policy."
3. Exhibitor acknowledges that IBM or its designated agent and all its officers, committees, employees or agents acting for it in the management of IBM Rational Software Development User Conference 2004 shall bear no liability for (i) bodily and/or personal injury or death or property damage caused to Exhibitor, its employees or agents or to others by Exhibitor, its employees or agents in connection with the Product Showcase, (ii) medical expenses or injuries sustained by Exhibitor, its employees or agents, or (iii) loss, destruction or theft of any property of Exhibitor or any third party brought on the premises by Exhibitor.
4. In no event will IBM or its designated agent and all its officers, committees, employees or agents acting for it in the management of IBM Rational Software Development User Conference 2004 be liable for any indirect, special, incidental or consequential damages. Lotus's total liability for direct damages will not exceed the amounts paid by Exhibitor to IBM.

ACCEPTANCE OF TERMS AND AGREEMENTS: I have read and agree to abide by the above terms and conditions, the attached Exhibitor Guidelines and all rules and regulations of all facilities, owners and vendors associated with IBM Rational Software Development User Conference 2004.

Name: _____

Please Print: _____

Signature: _____

Date: _____

Please complete this application, initial Exhibitor Guidelines (page 3), and mail with payment or fax with credit card information to:

IBM Rational Software Development User Conference 2004
 Attn: Ken Bacon, Exhibit Sales Manager
 Conferon
 427 University Avenue
 Norwood, MA 02062 USA
 (781) 278-2517 – phone
 (781) 440-4617 – fax

IBM RATIONAL SOFTWARE DEVELOPMENT USER CONFERENCE 2004 EXHIBITOR GUIDELINES:

Please initial and return this form. This form **MUST BE** received with the Application for Exhibit/Sponsorship Space in order for it to be processed.

- 1. Management:** The term "Management" as used herein shall mean the IBM Rational Software Development User Conference management, its officers, committees, employees or agents acting for it in the management of IBM Rational Software Development User Conference 2004 and shall include representatives and employees of IBM and the official show contractor.
- 2. Subleasing:** Exhibitor may not sublet its demonstration space, or any part thereof, nor demonstrate, offer for sale, or advertise articles not manufactured or sold by Exhibitor, except where such articles are necessary for the proper demonstration or operation of the Exhibitor's display, in which case the identification shall be limited to the manufacturer's normal, regular nameplate. Exhibitor may not permit non-participating company representatives to operate from their pedestal. Rulings of the Management shall, in all instances, be final with regard to use of pedestal demonstration space.
- 3. Occupancy Default:** Any Exhibitor failing to occupy space contracted for shall not be relieved of the obligation of paying the full rental charge for such space.
- 4. Booth Assignment:** Pedestal location in the Product Showcase will be assigned on a first-come, first-served basis. Management reserves the right to make changes in the exhibit schedule and floor plan. All Exhibitors will be notified of any changes as far in advance as possible.
- 5. Booth Personnel:** Each Exhibitor will be provided a specific amount of Exhibitor Badges and Full Conference Badges as specified on Application. You may purchase additional Exhibitor Badges. Exhibitor representatives are restricted to personnel engaged in the display, demonstration, application or sale of the company's product or services. The use of celebrities or any other type of performer is prohibited regardless of whether they are an employee of the company. Booth personnel shall wear badge identification furnished by Management at ALL times while they are in the demonstration area. All booth personnel shall dress in Business or Business Casual attire. Business Casual is defined as slacks and polo-style shirts with company logos. Costumes of any type, bathing suits and scantily clad representatives are prohibited. All employees of exhibiting companies must register at IBM Rational Software Development User Conference 2004. Management reserves the right to restrict or limit the number of pedestal representatives.
- 6. Obstruction of Aisles/Noise:** Any demonstration or activity that results in excessive obstruction of aisles or prevents ready access to nearby participating Exhibitors pedestals shall be suspended for any periods specified by management. Management will monitor sound and noise levels in the pedestals and will request the Exhibitor to either reduce the noise level or eliminate it if Management feels that it is detrimental to the surrounding pedestals.
- 7. Raffles and Giveaways:** Exhibitor will have the opportunity to handout "giveaways" at its pedestal, such as mouse-pads, pens or T-shirts. To maintain a professional environment, the item should be small and should have a retail value of not to exceed \$20. Exhibitor may offer one (1) bigger ticket item (such as a software package or hardware product) as a drawing prize. The drawing may be permitted at the Exhibitor's pedestal with a small sign (8.5" x 11"). Drawings should be held after IBM Rational Software Development User Conference 2004 and the prize should be sent to the winner after the event. Drawing prizes may not be displayed at Exhibitor's pedestal unless it is the product being displayed.
- 8. Exhibit Coordination:** Exhibitors agree to coordinate all aspects of participating and exhibiting in IBM Rational Software Development User Conference 2004 through Management including but not limited to equipment shipments, power and electrical requirements, signage text, etc. Management will distribute an exhibiting manual not less than 12 weeks prior to the event, or upon receipt of full payment, whichever is closer to the event.
- 9. Installing, Demonstrating, Dismantling:** Hours and dates for installing, demonstrating and dismantling shall be those specified by Management. Exhibitor shall be liable for all storage and handling charges resulting from failure to remove demonstration materials for IBM Rational Software Development User Conference 2004 before the specified conclusion of the dismantling period set by Management.
- 16. Cleaning:** Event contractor will vacuum and maintain show isles. Exhibitors must, at their own expense, keep their spaces clean, rugs vacuumed, products dusted and exhibits in good order.
- 19. Lead Generation:** Lead tracking is an option of the exhibit package. Information on the system will be included in the Service Kit. By signing this agreement/application, the Exhibitor agrees not to sell or otherwise share any leads gathered IBM Rational Software Development User Conference 2004 with any other company other than the one signing the form.
- 20. Damage to Property:** Exhibitor is liable for any damage caused to building floors, walls, or columns, or to pedestals or to other participating Exhibitor's property. The Exhibitor may not apply paint, lacquer, adhesive, or other coating to building columns, floors or walls or the pedestals.
- 21. Hotels and Travel:** It is the responsibility of the Exhibitor to make their own hotel and travel arrangements.
- 22. Amendment and Addition to Rules:** Any matters not specifically covered by the preceding rules shall be subject solely to the decision of Management. Management may at any time amend or add further rules, and all amendments made shall be binding on the Exhibitor together with the foregoing rules and regulations.
- 23. Agreement of Rules:** The Exhibitor agrees to abide by the forgoing rules and those provided and contained in the IBM Rational Software Development User Conference 2004 Manual and by any amendments and additional rules that may be put into effect by Management. Management reserves the right to terminate the Exhibitor's participation as a result of violating the terms of this Agreement.

Initials: _____