



## IBM IMPACT 2012 SPONSORSHIP TERMS AND CONDITIONS:

By signing this application you agree to the terms and conditions listed below.

1. **CONTRACT FOR SPACE:** This Sponsorship Application and Contract (collectively referred to as the Agreement) for the IBM Impact 2012 Conference (Conference) shall be considered a binding contract between the two parties and subject to the rules and regulations as set forth by IBM in the contract when it is submitted. By submitting the application, the applicant releases IBM from any and all liabilities to applicant, its agents, licensees, or employees that may arise or be assessed as a result of submission of an application or of participation in this Conference. IBM reserves the right to refuse any applications without explanation. The applicant shall be referred to as Sponsor upon acceptance by IBM of its application.

2. **PAYMENT FOR SPONSORSHIP:** A minimum payment of 25% for booth space and sponsorship is due **January 27, 2012**. Final payment or payment in full must be received **on or before March 23, 2012**. It is expressly agreed by the Sponsor that in the event he fails to pay in full at the times specified, or fails to comply with any other provisions contained in this Application concerning his use of exhibit space, IBM shall have the right to reassign the booth location or sponsorship shown on the face of the contract, or to take possession of said space or sponsorship and lease same, or any part thereof, to such parties and upon such terms and conditions as it may deem proper. In the event of a default by the Sponsor, as set forth in the previous sentence, the Sponsor will not be permitted to setup on the exhibit floor and shall forfeit as liquidated damages, the amount paid by him for his space reservation, regardless of whether or not IBM enters into a further lease or resale for the space or sponsorship involved. Any sponsor unable or unwilling to comply with the established billing procedures and payment process for IBM Impact will be assessed a \$500 administrative fee that must be paid in full prior to the conference. The established billing procedure includes the receipt of electronic invoice by Sponsor who is required to secure and submit the appropriate funds for participation prior to the proposed deadline via check, Visa, MasterCard, American Express, or wire transfer. Neither IBM nor Experient Corcoran is responsible to engage in any procurement or billing process other than that belonging to IBM Impact.

3. **CANCELLATION AND DOWNGRADES:** In the event any Sponsor must downgrade or cancel any of the items contracted for herein, the Sponsor must do so in writing 90 days prior to the event by overnight mail delivery or e-mail request to Pari Lasch, IBM Impact 2012 Exhibit Management, c/o Experient Corcoran Expositions, 100 W. Monroe, Suite 1001, Chicago, IL 60603 or [pari@corcexpo.com](mailto:pari@corcexpo.com). Neither IBM nor Experient

Corcoran is responsible for lost, delayed, damaged or misdirected upgrade, downgrade or cancellation requests. Full cancellations and downgrades will be accepted only at the discretion of IBM. In the event of a full cancellation or downgrade, the Sponsor is liable under the following terms: **Cancellation outside of 90 days no Fee, Cancellation 89-60 days prior a Fee of 25% of Total Cost, Cancellation 59-30 days prior a Fee of 50% of Total Cost, Cancellation within 30 days a Fee of 100% of Total Cost.** Failure to make full payment for any items contracted for will subject Sponsor to cancellation of Contract by IBM, forfeiture of any payment(s) made, and liability for any balances due. If booth space is not occupied by 2 hours before the show opens, IBM shall have the right to use such space at its discretion. Re-letting by IBM of a Sponsor's canceled space or reselling by IBM of the canceled sponsorship level shall not act to excuse that Sponsor from assessment. The Sponsor is responsible for the total fee irrespective of the reason for cancellation, including cancellation by IBM of the Conference in whole or part as a result of a strike, civil disorder, act of war, act of God, or any reason of any kind whatsoever not within IBM control. However, in such instance of IBM cancellation, IBM will make every reasonable effort to reschedule or conduct the Conference despite such acts or circumstances beyond its control. Should it ultimately be impossible to hold the event in such instances, IBM may retain and/or will be due such part of the Sponsor's fee as shall be required to compensate IBM for expenses incurred up to the time a contingency beyond its control shall have occurred. All payments in excess of such expenses will be refunded. IBM reserves the right to cancel the Conference or to terminate this agreement for any reason, at any time upon written notice. Upon cancellation or termination by IBM, IBM's sole liability, and Sponsor's exclusive remedy, shall be a refund of the fee paid by Sponsor under this Agreement.

**4. ARRANGEMENT OF EXHIBITS:** IBM will arrange exhibits as it deems appropriate. The space provided will be shown on the floor plan insofar as possible, when provided before the Conference. IBM reserves the right to make changes in the location, size, and display limits of any booth, if in its sole judgment this is in the best overall interest of the Conference.

**5. INSTALLATION, DEMONSTRATION, DISMANTLING:** Hours and dates of installing, demonstrating and dismantling shall be those specified by IBM. The Sponsor shall be liable for all storage and handling charges resulting from failure to remove demonstration material, products and equipment from the Conference show floor before the specified dismantling period set by IBM.

**6. USE OF SPACE:** Sponsors may not sublet, assign, or apportion any part of the space allotted, nor represent, advertise, or distribute literature for the products or services of any other firm or individual except as approved in writing by IBM. No Sponsor will be permitted to display outside the confines of the assigned booth space in the Conference area, including the headquarters hotel, without written permission from IBM. Any demonstration or activity that results in excessive obstruction of aisles, or prevents ready access to nearby participating companies' booths, shall be suspended for any period of time specified by IBM.

**7. RESTRICTIONS:** IBM reserves the right to restrict exhibits and signage that become objectionable or otherwise detract from or are out of keeping with the character of the

Conference as a whole, at IBM's sole and absolute discretion. IBM may prohibit installation or request removal or discontinuance of any exhibit or promotion or signage that, if it continues, that opposes conference theme, IBM branded products or is in any way deemed defamatory to IBM or IBM Business Partner solutions. In the event of such restrictions or evictions, IBM is not liable for any refund of rental or other expenses or fees.

**8. BOOTH STRUCTURES:** Booth sidewall construction, when allowed, must be limited to a height of four (4) feet within a distance of five (5) feet in from the aisle or may taper diagonally from eight (8) feet at the backwall to floor level at the aisle. No portion of a backwall may be higher than eight (8) feet, ten (10) feet for booths against a wall. The limitations are intended to provide a clear view of the neighboring exhibits. Raw wood, cardboard or similar materials for wings must be covered or painted if they are visible in adjacent booths. IBM reserves the right to require furnishing or masking drapery installed, billing charges to the Sponsor. Peninsular Booth (exhibit with one or more display levels in four or more standard units back to back with an aisle on three sides) Exhibit fixtures, components and identification signs will be permitted to a maximum height of 16', when available. All display fixtures over 4' in height and placed within 10 lineal feet of a neighboring exhibit, must be confined to that area of the booth that is at least 5' from the aisle line to avoid blocking the sightline from the aisle to the adjoining booth. Island Booth (exhibit with one or more display levels in four or more standard units with aisles on all four sides) Exhibit fixtures, components and identification signs will be permitted to a maximum height of 16', when available. Because an Island Booth is automatically separated by the width of an aisle from all neighboring exhibits, full use of the floor plan is permitted.

**9. PRINTED SALES MATERIAL:** All sales and marketing literature and documentation distributed outside of the confines of the Sponsor's purchased booth area as assigned on the Conference hall floor, must be reviewed and approved by IBM before the event. Communications to registered attendees, whether printed or electronic, are prohibited unless organized by IBM.

**10. SOUVENIRS AND SAMPLES:** Distribution of souvenirs and samples is permitted provided there is no interference with other exhibits. IBM may withdraw permission to distribute souvenirs, advertising, or any other material it considers objectionable.

**11. DIRECT SALES:** Direct sales (the exchange of merchandise for money) are not permitted on the Conference floor without written permission from IBM. Orders only may be taken for later fulfillment.

**12. HOSPITALITY:** Suites and conference/session rooms must be reserved through IBM. Hospitality suites and conference/session rooms may be open only during hours specified by IBM. Vendors cannot independently reserve space at the location of the Conference or within five miles of the Conference for the purpose of holding a hospitality suite, seminar or any other related function that promotes their company or product without consent from IBM. Failure to comply may result in termination of this Agreement. Any cost associated with hospitality suites and conference/session rooms are the responsibility of the Sponsor.

**13. PRESENTATION STIPULATIONS:** The presentation scheduled must take place. Sponsor understands that if it is unable to make its presentation, it is Sponsor's responsibility to find a suitable replacement to present the topic agreed upon or Sponsor will forfeit its right to present and no refunds shall be due to Sponsor. Presentations should be structured as an educational interchange. All sessions should provide or discuss application solutions, case studies, or functional overviews. It is the speaker's responsibility to provide handouts for the attendees. IBM reserves the right to review all materials and make recommendations prior to accepting Sponsor's presentation and placing it on the agenda. Attendance numbers are not guaranteed. Information regarding the attendance at the Sponsor sessions will include number of attendees, and company name. No client demographic information will be released.

**14. SPONSOR/ EXHIBITOR/SPEAKER REGISTRATIONS:** These registrations do not allow attendance at Conference sessions other than the one they are addressing and keynote sessions. They act as exhibitor registrations, not Full Conference registrations. Badge trading or switching is strictly prohibited. The standard audio/visual supplied is an LCD projector and screen. Any additional requirements must be procured and paid for by the Sponsor.

**15. AVAILABLE SERVICES:** On behalf of the Sponsors, IBM has designated official Conference contractors to provide the following: drayage, labor, cartage, installation and dismantling, furniture, booth and floor decorations, signs, photographs, telephone services, etc. Services of electricians, plumbers, carpenters, and other labor will be available and charged for at the then-prevailing rates. Contractors and rates will be listed in the Sponsor Services Manual to be issued separately. IBM assumes no responsibility or liability for any of the services performed or materials delivered by the foregoing persons, parties, and organizations. Arrangements for these services and payments are to be made between Sponsors and official Conference contractors. Any refunds are also decided between these parties.

**16. LIABILITY AND INSURANCE:** IBM will provide regular guard service in the Conference area, if in IBM's judgment it will be needed during off hours. IBM however, will not be liable for damage or loss to any Sponsors' properties through theft, fire, accident, or any other cause, whether the result of negligence or otherwise. The Sponsor shall indemnify IBM against and hold it harmless from any complaints, suits, or liabilities resulting from negligence of the Sponsor in connection with the Sponsor's use of display space. Sponsors shall insure their exhibit and display materials. Sponsors must carry a minimum of \$500,000 Public Liability Insurance for bodily injury, \$1,000,000 in any one accident, and \$250,000 property damage. The Sponsor shall obtain a waiver of subrogation releasing the carrier's subrogation rights from any insurance carrier that carries fire, explosion, or any other risk coverage insuring their property. IBM assumes no liability for any injury that may occur to visitors to the Conference. Sponsors agree not to make any claims against IBM, its employees or agents. Regarding marketing promotions, IBM's liability will be limited to the loss of the promotion due to IBM's negligence or ten thousand dollars (US \$10,000), whichever is less. This includes instances where IBM fails to execute their responsibilities.

**17. INTERPRETATION AND ENFORCEMENT:** IBM may promulgate regulations that further govern Sponsor's participation in the Conference. These regulations become a part of the contract between the Sponsor and IBM. IBM has full power of interpretation and enforcement of these regulations and may amend them at any time. Also, the Sponsor agrees to abide by all additional reasonable rules and regulations published from time to time. All matters in question not covered by these regulations are subject to the decision of IBM and all decisions so made shall be binding on all parties affected by them as the original regulations. Sponsors or their representatives who fail to observe these conditions of contract or who in the opinion of IBM conduct themselves unethically may be dismissed from the Conference without refund or other appeal.

**18. OTHER TERMS AND CONDITIONS:** The Sponsor shall comply with all fire laws, electrical codes and all other rules, regulations, codes or statutes with respect to the installation, conduct and disassembly of its exhibit. The Sponsor shall also comply with all reasonable requests of IBM and the Conference site officials with respect to the installation, conduct and disassembly of the exhibit. Exhibit shall be conducted in a decorous manner in order not to be objectionable to other exhibitors, site management, the Conference, or the Conference attendees. IBM and site management reserve the right to close, remove, or require changes in any exhibit or to remove any of the Sponsor's personnel, agents, representatives, independent contractors, invitees or guests who are deemed detrimental to the overall Conference, the Conference site, other exhibitors, or Conference attendees. While attendance goals may be discussed prior to the Conference, no figure is guaranteed and there will be NO refunds due to numbers of enrollments. The license granted by this Agreement is personal and may not be transferred without the written consent of IBM, which may be withheld in IBM's discretion. The premises are licensed on an "as is" basis and IBM will not be liable for pre-existing conditions of the premises or for conditions ensuing during the period of the license. The Sponsor shall return the premises in as good condition as they were received. IBM shall in no event be liable to the Sponsor in excess of any fees paid by the Sponsor to IBM for the sponsorship for breaches of contract or tortuous conduct by IBM, by its agents, representatives and independent contractors whether acting within or out of the scope of their authority by agents, representatives or independent contractors of the Conference site or by the general public. IBM shall not be liable for failure to perform its obligations under this Agreement due to strikes, riots, acts of God, or any other cause beyond its control. Anyone visiting, viewing or otherwise participating in the Conference is deemed to be the invitee or licensee of the Sponsor rather than the invitee of IBM. The Conference site shall not be liable for injury of any type from any cause to property of the Sponsor or to persons conducting or otherwise participating in the conduct of the exhibit or to invitees or guests of the Sponsor. The Sponsor assumes full responsibility and liability for the actions of its agents, employees or independent contractors, whether acting within or out of the scope of liability resulting directly or indirectly, or jointly, from other causes which arise because of the actions or omissions of its agents, employees or independent contractors, whether acting within or out of the scope of their authority. There is no other agreement or warranty between the Sponsor and IBM except as set forth in this Sponsorship Application and Contract for the IBM Impact 2012 Conference. The rights of IBM under this Agreement shall not be deemed waived except as specifically stated in writing and signed by an authorized representative of IBM. In the event that any provision of this Agreement is held to be

invalid or unenforceable, the remaining provisions of this Agreement remain in full force and effect. Sponsor agrees to allow IBM and its subsidiaries to store and use Sponsor's business contact information, including names, business phone numbers, and business e-mail addresses, anywhere they do business. Such information will be processed and used in connection with our business relationship; and may be provided to contractors acting on IBM's behalf, IBM Business Partners who promote, market, and support certain IBM products and services, and assignees of IBM and its subsidiaries, for uses consistent with such business relationship. The parties waive their rights to a jury trial in any dispute relating to this Agreement. New York law governs this Agreement. Neither Sponsor nor IBM will bring a legal action under this Agreement more than two years after the cause of action arose. This Agreement will not create any right or cause of action for any third party, nor will IBM be responsible for any third party claims against the Sponsor.