

Information On Demand Global Conference 2013

Mandalay Bay, Las Vegas, NV

Conference Dates: November 3-7, 2013

EXPO Dates: November 3-6, 2013

Exhibitor/Sponsorship Contract Terms and Conditions

1. CONTRACT FOR SPACE: The Online Application/Contract for EXPO Sponsorship or Exhibit Space (Sponsor & Exhibitor are interchangeable terms) shall be considered binding contracts 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 this 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 Exposition. IBM reserves the right to refuse any applications without explanation.

2. IBM Co-Marketing Funds Program: All IBM Partners that have approved 'Co-Marketing' funds and want to use them to fund all or part of their EXPO sponsorship or exhibit packages must contact the program Help Desk to conform that the Sponsorship Package they have selected qualifies for reimbursement under the current Co-Marketing Fund Program Guidelines. The Help Desk Number can be found in the EXPO Sponsorship Guide and is accessible online by going to Link for the Sponsorship Guide at:

<http://www-01.ibm.com/software/data/2012-conference/how-to-exhibit.html>

If you have approved funds that you want to use but your selected Sponsorship Package is not compliant, the EXPO Manager will work with you to attain compliant status under the guidelines of the program.

3. CANCELLATION AND DOWNGRADES: In the event any Exhibitor must downgrade or cancel any of the items contracted for herein, the Exhibitor must do so in writing via email request. Full cancellations and downgrades will be accepted only at the discretion of IBM. In the event of a full cancellation or downgrade, the Exhibitor 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 by **September 20, 2013** for any items contracted will subject Exhibitor to cancellation of Contract by IBM, removal from printed and online materials, 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 and Exhibitor forfeits their booth space and all monies paid - subject to the discretion of the show manager.

Re-letting by IBM of an Exhibitor's canceled space shall not act to excuse that Exhibitor from assessment. The Exhibitor is responsible for the total exhibit space rental fee irrespective of the reason for cancellation, including cancellation by IBM of the exposition 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 and EXPO 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 Exhibitor's exhibit space rental 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 may terminate this Agreement for convenience upon written notice. If IBM does so, IBM will refund all Fees paid.

4. ARRANGEMENT OF EXHIBITS: All booths will be 10' x 10' or a combination of 10' x 10' booths to address various levels of sponsorship, with pipe and drape construction and a booth number sign at no additional charge unless specified differently on the face of this document. The space provided will be shown on the floor plan insofar as possible, when provided before a show. 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 EXPO and Conference.

5. USE OF SPACE: Exhibitors may not share, 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 Exhibitor will be permitted to display outside the confines of the assigned booth space in the EXPO area, including the headquarters hotel, without written permission from IBM.

6. RESTRICTIONS: IBM reserves the right to restrict exhibits which become objectionable or otherwise detract from or are out of keeping with the character of the EXPO as a whole. IBM may prohibit installation or request removal or discontinuance of any exhibit or promotion, which, if it continues, departs substantially from the design and description given advance approval. In the event of such restrictions or evictions, IBM is not liable for any refund of rental or other expenses.

7. 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 back-wall to floor level at the aisle. No portion of a back-wall 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 exhibitor. 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 sight line 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.

8. 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.

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

10. 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 vendors not being allowed to exhibit.** Any cost associated with hospitality suites and conference/session rooms are the responsibility of the vendor.

11. PRESENTATION STIPULATIONS: The presentation scheduled must take place. My company understands that if we are unable to make this presentation, it is my company's responsibility to find a suitable replacement to present the topic agreed upon or we will forfeit our presentation fee. This forum 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 prior to accepting your presentation and placing it on the agenda. Attendance numbers are not guaranteed. The standard audio/visual supplied is an LCD projector and screen. Any additional or alternative requirements must be procured and paid for by the exhibitor/speaker.

12. SPONSOR/EXHIBITOR/SPEAKER BADGES: These badges do not allow attendance at conference sessions other than the one they are addressing and keynote sessions. They act as Exhibitor badges, not Full Conference badges. **Badge trading or switching is strictly prohibited.**

13. AVAILABLE SERVICES: On behalf of the Exhibitors, IBM has designated official EXPO 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 Exhibitor Services Kit 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 Exhibitors and official Exposition contractors. Any refunds are also decided between these parties.

14. LIABILITY AND INSURANCE: IBM will provide regular guard service in the EXPO 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 exhibitors' properties through theft, fire, accident, or any other cause, whether the result of negligence or otherwise. The Exhibitor shall indemnify IBM against and hold it harmless from any complaints, suits, or liabilities resulting from negligence of the Exhibitor in connection with the Exhibitor's use of display space. Exhibitors shall insure their exhibit and display materials. Exhibitors 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 exhibitor shall obtain a waiver of subrogation releasing the carrier's subrogation rights from any insurance carrier, which 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 Exposition. Exhibitors 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. This includes instances where IBM fails to execute their responsibilities.

15. INTERPRETATION AND ENFORCEMENT: These regulations become a part of the contract between the Exhibitor and IBM. IBM has full power of interpretation and enforcement of these rules and may amend them at any time. Also, the Exhibitor 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. Exhibitors 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 EXPO without refund or other appeal.

16. OTHER TERMS AND CONDITIONS: The Exhibitor 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. Exhibitor 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 Exhibitor's personnel, agents, representatives, independent contractors, invitees or guests who are deemed detrimental to the overall Conference and Exposition, 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 Contract is personal and may not be transferred without the consent of IBM. 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 Exhibitor shall return the premises in as good condition as they were received. IBM shall in no event be liable to the Exhibitor in excess of any consideration paid by the exhibitor to the conference and received by IBM for breaches of Contract or tortious 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 contract due to strikes, riots, acts of God, or any other cause beyond its control. Anyone visiting, viewing or otherwise participating in the EXPO is deemed to be the invitee or licensee of the Exhibitor 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 Exhibitor or to persons conducting or otherwise participating in the conduct of the exhibit or to invitees or guests of the Exhibitor. The Exhibitor 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 Exhibitor and IBM except as set forth in this Application and Contract for Exhibit Space & Presentations. The rights of IBM under this Contract shall not be deemed waived except as specifically stated in writing and signed by an authorized representative of BM.