



## Software Ecosystems Summit 2008

Growing Software, IT & Technology Companies with Strategic Alliances & Partnering  
June 25-26, Denver, Colorado

Hyatt Regency Tech Center

### Sponsorship & Exhibit Application Contract

Please complete the following information and return this form by fax to Jessi Carter, 720-528-3771

Company Name: \_\_\_\_\_

Contact Name & Title: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

The person signing this contract represents that he/she has the authority to enter into this contract and bind his/her company to the terms set forth herein. In addition, the authorizing person acknowledges having read the general terms associated with the event and agrees to the terms as written.

#### Upper Level Sponsorship Packages with Exhibits

Platinum	\$ 6,000	\$ _____
Gold	\$ 4,000	\$ _____
Silver	\$ 2,000	\$ _____

#### Other

Additional Registrations	\$ 595	\$ _____
Additional Pages on Proceedings CD	\$ 500	\$ _____
<b>Total</b>		<b>\$ _____</b>

#### Payment Information

A non-refundable fee of 50% must be paid upon signing the contract in order to reserve the opportunity. The remainder must be paid no later than 90 days prior to the event. Participants entering into contract within 90 days of the event are required to pay in full upon submission of application.

Payment Type: (circle one)      Invoice / Credit Card      Visa / AmEx / MC

Credit Card #: \_\_\_\_\_ Exp. Date: \_\_\_\_\_

Cardholder's Name: \_\_\_\_\_

Cardholder's Signature: \_\_\_\_\_

Billing Name/Address/Phone: \_\_\_\_\_

## **GENERAL TERMS FOR WEBCOM COMMUNICATIONS, CORP. ("WEBCOM") EVENTS**

These terms shall not be considered binding until Webcom has received a completed Application/Contract for this event, which is properly executed by an authorized representative of Exhibitor/Sponsor. No Exhibitor/Sponsor shall be allowed to participate in the Webcom event unless the Exhibitor/Sponsor has complied with all of these terms and conditions, including payment to Webcom of a fifty percent (50%) deposit within 30 days of signing the Application/Contract and payment in full 90 days before the event. Webcom reserves the right, in its sole discretion, to rearrange the floor plan and/or relocate exhibit spaces in the best interest of the total event up to 24 hours prior to occupancy of the exhibit space by the Exhibitor/Sponsor. Webcom reserves the right, in its sole discretion, to determine the eligibility of any company, display, or product and based thereon deny access to, or use of, the event, the exhibit hall, and/or any exhibit space.

## **RESPONSIBILITIES**

**DISPLAY:** Exhibitor/Sponsor shall not assign, sublet, and/or otherwise permit any other person or entity to use for any purpose all or any portion of Exhibitor's/Sponsor's assigned exhibit space, without the prior written consent of Webcom, which consent can be withheld at Webcom's sole discretion. Exhibitors/Sponsors must display and/or market only goods manufactured or dealt in by Exhibitor/Sponsor in the regular course of its business. Only Exhibitors/Sponsors assigned exhibit space may solicit business within the exhibit hall. Exhibit displays, including all related structures, banners or wall hangings, must comply with specific dimensions and restrictions set forth in material supplied by and/or established by Webcom and/or the Show Decorator. All exhibit displays, including all related structures, banners or wall hangings, must be approved in advance by Webcom, which approval may be withheld in Webcom's sole discretion. Exhibit displays, including all related structures, banners or wall hangings, must not extend into any passageway in such a way as to obstruct traffic, violate local fire regulations, or reduce the visibility of adjacent exhibit space and exhibit displays. Exhibit display material exposing an unfinished surface to neighboring exhibit space is not permitted and must be finished at the Exhibitor's/Sponsor's expense. All electrical wiring on exhibit space and exhibit display, including all related equipment, must conform to federal, state, municipal and any other applicable codes or laws. Exhibit displays may vary according to advance written agreement with Webcom.

All hazardous items must be properly safeguarded, protected, registered, and/or avoided in accordance with applicable federal, state, and municipal regulations. As used herein, "hazardous items" includes without limitation, evacuated containers or components, radioactive materials, x-ray producing equipment, high voltage equipment, particle accelerators, and inflammable or explosive materials.

Webcom reserves the right to restrict or prohibit all or any portion of any exhibit display which it determines, in its sole discretion, is objectionable for any reasons, including but not limited to, aesthetics, noise, method of operation, material, or for any reasons which may relate to, among other things, persons, objects, conduct, or printed matter. Webcom may also restrict or prohibit, with or without giving cause, any exhibit display which, in Webcom's sole opinion, may detract from the character of the event as a whole. In the event of such restriction or prohibition, Webcom shall not be liable for any refunds or other expenses of the Exhibitor/Sponsor. Exhibitors/Sponsors shall comply with all show guidelines established by Webcom.

**EVENT HOURS:** Exhibitors/Sponsors must have their exhibit display set up during the specified exhibitor set up hours. Under no circumstance may Exhibitors/Sponsors dismantle their exhibit displays, including related equipment, prior to the close of the event. Exhibitors/Sponsors who violate these guidelines shall be subject to liquidated damages.

**SHIPPING:** Costs for shipping and insurance of all display materials is the sole responsibility of Exhibitor/Sponsor. A vendor will be provided by Webcom who is on site to assist with shipping needs. Instructions on using this vendor will be provided by Webcom in the Exhibitor/Sponsorship service manual.

**ACCOMMODATIONS:** Accommodation costs are the sole responsibility of the Exhibitor/Sponsor. Hotel room blocks will be made for business events either at the Hotel where the event is held or at a nearby location. To receive the discounted event rate, reservations must be made by the specified room block date, typically 30 days prior to the event. To receive the room rate, mention Webcom and the name of the event. No guarantee as to availability and/or cost of accommodations is made by Webcom.

**OTHER:** Webcom reserves the right to use Exhibitor's/Sponsor's names and logos for promotional purposes.

## **CANCELLATION POLICY**

Webcom: If the premises in which the event is conducted becomes unfit for occupancy or substantially interfered with due to any cause not reasonably within the control of Webcom, the event may, at the sole discretion of Webcom, be canceled or moved to another appropriate location and date. Webcom shall not be responsible for delays, damage, loss, increased costs, or other favorable or unfavorable conditions arising out of causes not reasonably within the control of Webcom including, but not limited to, fire casualty, flood, epidemic, earthquake, explosion, accident, blockage, embargo, inclement weather, government restraints, acts of public enemy or civil disturbance, acts of war, impairment, or lack of adequate transportation, inability to secure sufficient labor, technical or other personnel, municipal, state, or federal laws, or acts of God. Should Webcom cancel the event pursuant to the provisions of this section, Exhibitor/Sponsor waives claims for damage arising therefrom. Refunds in the event of cancellation shall be made to Exhibitor/Sponsor in the amount of the original fee paid by the exhibitor/Sponsor, less Exhibitor's/Sponsor's pro rata share of Webcom's costs incurred producing the event.

## **EXHIBITORS/SPONSORS:**

Exhibitor/Sponsor contracts, and all related rights including the corresponding exhibit space are non-transferable. For purposes of this Application/Contract, a transfer is an acquisition, merger or other transaction which results in a name change of the Exhibitor/Sponsor and/or the Exhibitor/Sponsor is not the surviving entity. Webcom may in its sole discretion, approve such transfers in writing, subject, however, to satisfaction of certain conditions by the transferee which will be specified by Webcom, including but not limited to a transfer fee to be established by Webcom. All cancellations must be received by Webcom in writing no later than 60 days before the event. Upon cancellation, any unpaid portions of the contract are still due and payable per terms of the original contract. Upon receipt of full payment of contract, credit will be issued for 50% of the value of the current booth space only. This credit may be used for one year, from the first day of the event, at any subsequent Webcom event. No cancellations will be accepted within 60 days of an event. No cash refunds will be given. In the event of full or partial cancellation, Webcom reserves the right to reassign the canceled exhibit space and other sponsored items.

## **LIMIT OF LIABILITY**

Webcom (including its officers, directors, shareholders, employees, agents and representatives) shall not be liable or legally responsible for any injury, loss, or damage that may occur to the person, property or business of Exhibitor/Sponsor (and its guests, invitees, employees or agents) from any cause whatsoever, except resulting from the willful and wanton negligence, recklessness or intentional conduct of Webcom. Exhibitor/Sponsor hereby indemnifies and holds Webcom (and its

officers, directors, shareholders, employees, agents and representatives) harmless from all such claims, including reasonable attorneys' fees. Notwithstanding anything else to the contrary in these General Terms or in any other related agreement between Webcom and any Exhibitor/Sponsor, the total liability of Webcom to any Exhibitor/Sponsor (and its guests, invitees, employees or agents), on any and all claims against Webcom, regardless of whether such claims sound in contract, tort or otherwise, and regardless of the nature of the alleged damages, shall not exceed the price paid by Exhibitor/Sponsor pursuant to this Contract.

## **EXHIBITOR/SPONSOR RESPONSIBILITIES**

Exhibitor/Sponsor is responsible for all costs related to labor, equipment, and services (other than general heat, lighting and air conditioning) ordered at the request of the Exhibitor/Sponsor from any and all service contractors including, but not limited to, electricians, decorators, shippers, material handling companies, compressed air/gas suppliers, telephone companies, hotels, cleaning services, photographers, parking and all other services and goods. Webcom suggests that all requests for such services from the contractors be in writing and signed by an authorized representative. Exhibitor/Sponsor agrees to pay promptly for any and all damage to the exhibition hall, its own exhibition space, and the exhibition spaces and exhibition displays of any other Exhibitor/Sponsor, and all related equipment, incurred through carelessness or otherwise, caused by Exhibitor/Sponsor, his employees, agents, contractors and representatives. Should Exhibitors/Sponsors display, including all related material, fail to timely arrive, or any other occurrence prevents Exhibitor/Sponsor from using its exhibit space, Exhibitor/Sponsor is nevertheless responsible for paying Webcom for its exhibit space.

The Exhibitor/Sponsor acknowledges that Webcom does not maintain insurance for the benefit of, or covering, Exhibitor/Sponsor including, but not limited to, damage, destruction, or loss of Exhibitor's/Sponsor's property. Accordingly, it is the sole responsibility of Exhibitor/Sponsor to obtain business interruption, property damage and other insurance covering such losses. Additional insurance including, but not limited to, fire, theft, and liability, if so desired, may be obtained at the Exhibitor's/Sponsor's own expense. Valuable exhibit displays, including related materials and products, should be placed in a secure location by Exhibitor/Sponsor. Commercial security will be on duty throughout the event. However, neither the event facility, nor Webcom will be responsible for the safety of Exhibitor/Sponsor against robbery, fire, water accident or any other cause. Should loss by theft occur, cooperation of Exhibitor/Sponsor is requested in reporting it immediately to commercial police on duty.

## **INDEMNITY**

Exhibitor/Sponsor will protect, indemnify, defend, save and hold harmless Webcom and its officers, directors, shareholders, employees, agents and representatives against all claims, liabilities, losses, damages, government charges, and costs (including attorneys' fees and costs) arising out of, caused by, or related to (1) Exhibitor's/Sponsor's installation, removal, maintenance, occupancy, or use of the exhibit hall and/or exhibit space, or any part thereof; (2) any action or omission to act of Exhibitor/Sponsor or its guest, invitees, employees, agents, or contractors; (3) the use of any patents, trademarks, copyrights, or other intellectual property rights owned by a third party; or (4) any breach by Exhibitor/Sponsor of its obligations under this Application/Contract.

Exhibitor/Sponsor will protect, indemnify, defend, save and hold harmless the event facility and the host city for Webcom, and its officers, directors, shareholders, employees, agents and representatives against all claims, losses, and damages to persons and property, governmental charges or fines, and attorneys fees and costs arising out of or caused by Exhibitor's/Sponsor's negligence, recklessness, or intentional misconduct during the installation, removal, maintenance, occupancy or use of the exhibit hall, exhibit space or any part thereof, excluding any such liability caused by the negligence, recklessness, or intentional misconduct of the venue owners or operators of the event facility, and the host city, or its divisions, employees or agents.

## **COMPLIANCE WITH RULES**

Exhibitor/Sponsor assumes all responsibility for compliance with all show rules and pertinent ordinances, regulations, laws and codes of duty authorized local, state and federal government bodies concerning fire, safety, and health, together with the rules and regulations of operators and owners of the premises in which the event is held. Any Exhibitor/Sponsor not complying with rules, ordinances, regulations, and codes, after the giving of notice on noncompliance and reasonable opportunity to cure, will be required to dismantle their exhibit display and vacate their exhibit space and the exhibit hall. In such event, no refund will be given and Webcom will not be responsible for damages incurred by Exhibitor/Sponsor.

Exhibitor/Sponsor will comply with all rules and regulations concerning local unions. Only contractors approved in writing by Webcom, which approval can be withheld at Webcom's sole discretion, will be permitted to work in the exhibit hall.

## **ENTIRE AGREEMENT**

These items constitute the entire agreement between Exhibitor/sponsor and Webcom and such agreement may not be modified except in writing. If any provision is invalid or unenforceable under applicable law, it is to that extent deemed omitted and the remaining provisions will continue in full force and effect.

## **PAYMENT**

A 50% non-refundable deposit is due within 30 days of the receipt of the Application/Contract by Webcom. The balance is due 90 days before the event. No space will be guaranteed, subject to the reservations set forth in these terms and conditions without full payment any balances not received 90 days prior to an event may disqualify the Exhibitor/Sponsor from participation in the event. Webcom accepts Checks, Visa, Master Card and American Express for payment. Checks should be made out to Webcom Communications Corp.

## **MISCELLANEOUS**

This Contract shall be construed in accordance with and all disputes hereunder shall be governed by the internal laws of the State of Colorado. In the event of any controversy or dispute arising out of this Contract, the prevailing party or parties shall be entitled to recover from the non-prevailing party or Parties reasonable expenses, including without limitation, attorneys' fees and costs actually incurred. The parties agree that exclusive jurisdiction for the resolution of all legal disputes arising under the terms of this Contract will be the courts of the State of Colorado.

## **QUESTIONS**

Questions concerning this Application/Contract should be directed to Webcom Communications at 720-528-3770.