

2008 Exhibit Application and Contract

To reserve your exhibit space for the 2008 TDWI World Conferences, complete this application and fax it to: 425.687.2842.

Company Name (exactly as it should appear in conference programs)

Contact Person

Company Address

City, State, Zip/Postal Code

Contact's Telephone

Contact's Fax

Contact's E-mail (very important)

BEST VALUE

EXCLUSIVE

Standard Exhibit Package	Gold Exhibit Package	Platinum Exhibit Package
<ul style="list-style-type: none"> • One 10' x 20' booth space • Use of conference attendee list for two post-conference mailings in exchange for 5,000 of your customer/prospect names that TDWI will use for two pre-conference mailings • Company description and logo in Conference Program Guide • Link to your Web site from TDWI's online conference brochure • 7" x 44" identification sign, security, and aisle cleaning 	<ul style="list-style-type: none"> • Includes everything in the Standard Exhibit Package, PLUS: • Conference program guide advertising Full page B&W ad (4" x 9") • Room drop (does not include hotel charges; based on availability) • Coupon book sponsorship • Five exhibit hall passes • One three-day conference pass for a member of your executive team (\$2,000 value) <p style="text-align: center;">(\$17,500 value)</p>	<ul style="list-style-type: none"> • Includes everything in the Standard Exhibit Package, PLUS: • Conference program guide advertising, premium position—back cover, full page, full color ad (4" x 9") • 1st priority booth selection • Cyber Café sponsorship • Attendee lanyards sponsorship • Room drop (does not include hotel charges; based on availability) • Coupon book sponsorship • Exhibit hall floor decals—4 decals (4' x 4') • Two three-day conference passes for your executive team (\$4,000 value) • Five exhibit hall passes <p style="text-align: center;">(\$38,000 Value)</p>

Full Exhibit Terms and Conditions on page 2.

Please reserve my exhibit space at the following TDWI World Conferences ("Exposition"):	Standard	Gold	Platinum
Winter 2008—February 17–22, Las Vegas, NV	<input type="checkbox"/> \$13,000	<input type="checkbox"/> \$15,000	<input type="checkbox"/> \$29,000
Spring 2008—May 13–18, Chicago, IL	<input type="checkbox"/> \$13,000	<input type="checkbox"/> \$15,000	<input type="checkbox"/> \$29,000
Summer 2008—August 17-22, San Diego, CA	<input type="checkbox"/> \$13,000	<input type="checkbox"/> \$15,000	<input type="checkbox"/> \$29,000
Fall 2008—November 2-8, New Orleans, LA	<input type="checkbox"/> \$13,000	<input type="checkbox"/> \$15,000	<input type="checkbox"/> \$29,000

Make all checks payable to 1105 Media/TDWI. Send your payment to: 1105 Media, Inc., Attn: TDWI, PO Box 894085, Los Angeles, CA 90189-4085. Phone: 818.734.1520. Federal Tax ID: 20-4583700

The undersigned ("Exhibitor") understands that this application becomes a binding contract when accepted by TDWI. A counter-signed copy will be returned to the Exhibitor upon acceptance of the application by TDWI. I have read the terms and conditions included and have the authority to enter into this contract. Exhibitor agrees to abide by all requirements, restrictions, and obligations set forth in this Contract, and the terms and conditions, which are a part of this Contract.

Authorized Signature

Date

Purchase Order #

Received by TDWI _____

2008 Exhibit Terms and Conditions



STANDARD BOOTH PACKAGE

The standard booth package includes one 10' x 20' booth space, use of conference attendee list for two post-conference mailings in exchange for 5,000 of your customer/ prospect names that TDWI will use for two pre-conference mailings, company description and logo in conference program guide, link to your Web site from TDWI's online conference brochure, 7" x 44" identification sign, security, aisle cleaning, and listing in conference program guide.

APPLICATIONS

All applications for exhibit space at the Exposition must be made on this form. A counter-signed copy will be returned to the Exhibitor upon acceptance of the application by TDWI. TDWI reserves the right, at its sole discretion, to decline acceptance of any Exhibitor application.

EXHIBIT SPACE ALLOCATION

Booth space selection priority will be determined from a lottery drawing, dependent on Partner Membership, past participation, and the date of Exhibitor's signed contract being received by TDWI. The space provided will be as shown on floor plan provided by TDWI prior to each exhibition, but TDWI reserves the right to modify the floor plan if, in its sole judgment, it is in the best overall interest of the Exposition.

PAYMENT

Payment of the Exhibit Fee shall be made by check in U.S. funds payable to 1105 Media, Inc., Attn: TDWI. Exhibitor will receive an invoice 90 days prior to each event. TDWI shall invoice Exhibitor as a reminder, provided that all Exhibit Fees are due and payable regardless of whether an invoice has been sent or received. If Exhibit Fee payments are not paid in full at least thirty (30) days in advance of the scheduled event, TDWI has sole discretion to reassign the space to applicants on the waiting list, while still holding Exhibitor liable for the full Exhibit Fee. Balances more than 30 days past due from date of invoice are subject to a one percent (1%) monthly service charge.

CANCELLATION BY EXHIBITOR

In the event Exhibitor wishes to cancel the exhibit space contracted for herein, Exhibitor must fax written notice of cancellation to TDWI. In the event Exhibitor cancels more than sixty (60) days before the first conference day, Exhibitor shall be liable only for a two thousand dollar (\$2,000.00) administrative fee for the cancelled space. In the event Exhibitor cancels less than sixty (60) days before the first conference day, Exhibitor shall be liable for one hundred percent (100%) of the total Exhibit Fee for the exhibit space. Exhibitor is responsible for payment of such fees irrespective of the reason for cancellation, including, without limitation, failure of its exhibit to arrive for any reason. In the event of cancellation by Exhibitor, TDWI shall have the right to use such space or rent such space to another exhibitor. Re-letting by TDWI of an Exhibitor's cancelled space shall not act to excuse Exhibitor from payment of any fees due hereunder.

CANCELLATION BY TDWI

TDWI reserves the right to cancel the Exposition or to terminate the Contract for any reason at any time upon written notice to Exhibitor. Upon cancellation or termination by TDWI for reasons other than those beyond its control, TDWI's sole liability to Exhibitor, and Exhibitor's exclusive remedy, shall be a refund of the Exhibit Fees paid by Exhibitor under this Contract.

FORCE MAJEURE

TDWI shall not be responsible for any loss or damage resulting from failure to perform under this Contract or to conduct any Exposition as currently scheduled in whole or part as a result of riot, strike, civil disorder, act of war, failure of facilities, earthquake, storm, fire, flood, or other acts of God, or any reason of any kind whatsoever beyond the reasonable control of TDWI. In such instance, however, TDWI will make reasonable efforts to reschedule the event. Should it ultimately be impossible to hold the event, TDWI may retain or will be due such portion of Exhibitor's Exhibit Fee as shall be required to compensate TDWI for expenses reasonably incurred up to the time a contingency beyond its control shall have occurred. All payments in excess of such expenses shall be refunded.

CONDUCT OF EXHIBITOR

Exhibitors are encouraged to offer information that is educational, professional, and instructional. TDWI encourages Exhibitor to provide booth personnel who are technical in nature versus sales-oriented. Over-the-counter sale of goods (including acceptance of credit cards) for onsite delivery is expressly prohibited. TDWI may prohibit installation or request removal of any exhibits, which, because of noise, method of operation, content, or any other reason, are objectionable or otherwise detract from or are out of keeping with the character of the Exposition as a whole. TDWI reserves the right to close, remove, or require changes in any exhibit or to remove any of Exhibitor's personnel, agents, representatives, or independent contractors who are deemed, by TDWI in its sole discretion, detrimental to the Exposition. If Exhibitor or its representatives fail to observe the terms and conditions of this Contract, or in the opinion of TDWI, conduct themselves unethically or detrimentally to TDWI, Exhibitor may be dismissed from the Exposition without refund or other appeal. All activities must be confined to the limits of rented space, and must not impede traffic or interfere with the activity of other exhibitors.

USE OF SPACE

Exhibitors may not sublet, assign, or apportion any part of the space contracted for herein excepted as approved in writing by TDWI. All activities must be confined to the limits of rented space and must not impede traffic or interfere with the activity of other exhibitors.

DISPLAY RESTRICTIONS

Displays may not exceed a back wall height of ten (10) feet, including signs and graphics. No part of the exhibit or equipment may exceed a height of four (4) feet in the front half of the booth. (The front five [5] feet of Exhibitor's booth cannot have booth walls, monitors, tables, stands, etc. that stand above the four [4] foot level, blocking the line of vision into surrounding booths.) All exposed parts of the display must be finished so as not to be objectionable to neighboring

exhibitors. Exhibitor shall not paste, nail, or otherwise affix any exhibit, sign, or other materials, to walls, doors, or other surfaces in a way that marks or defaces the premises. Exhibitor shall return the premises in as good condition as they were received. Exhibitor shall be liable for any damage caused by its failure to adhere to this provision. Any booth that show management deems as not properly "finished" by 5:00 p.m., day prior to the exhibit hall opening, will be draped by Freeman Decorating at the exhibitor's expense. TDWI reserves the right to remove all contents within the booth area if not fully assembled by 10:00 a.m., on show day.

NOISE RESTRICTIONS

No microphones or loudspeaker systems will be allowed in the Exhibitor's booth or anywhere on the exhibit hall floor. The volume on all monitors or other equipment may be no louder than conversation level so as not to interfere with the activities of other exhibitors.

CONDITION OF PREMISES

The premises are licensed on an "as-is" basis. TDWI shall not be liable for preexisting conditions of the premises or for conditions arising during the period of the Exposition.

SOCIAL FUNCTIONS

Any function arranged by Exhibitor, and not approved by TDWI, that competes for the attendees' time is strictly prohibited. Promoting such an event—by placing signage, handing out flyers, or promoting at Exhibitor's booth—is immediate grounds for termination of Exhibitor's participation in the current and all future exhibitions. Exhibitor shall not independently reserve space at the location of the conference for the purpose of holding a hospitality suite, seminar, or any other related function that promotes its company or product.

HOTEL ROOM DROPS

Exhibitor shall not independently make arrangements with the conference hotel for room drops. All hotel room drops, and the materials to be distributed, must be approved and scheduled through TDWI.

EXHIBITOR MANUAL

Exhibitor shall receive an "exhibitor kit" manual approximately sixty (60) days before each Exposition. The manual will include details on the move-in and move-out times, actual exhibit hours, and exhibit hall specifications. Included will be information on the independent contractor ("Exposition Contractor") that will provide the following: shipping information, furniture, booth and floor decorations, signs, telephone services, electrical, carpentry, and other related services. TDWI assumes no responsibility or liability for any of the services performed or materials delivered by any Exposition Contractor. Arrangements for these services and payments shall be made directly between Exhibitors and Exposition Contractors. Exhibitors choosing to use labor services other than those provided through the Official Service Contractor must notify TDWI at least thirty (30) days in advance of the first day of move-in.

HOLD HARMLESS

The Exhibitor assumes the entire responsibility and liability for losses, damages, and claims arising out of Exhibitor's (and its agents, servants, contractors, and officers) activities at the Exposition premises and will indemnify, defend, and hold harmless TDWI, its agents, servants, contractors, officers, and employees from any and all such losses, damages, and claims.

INSURANCE AND SECURITY

Each Exhibitor assumes the entire responsibility and liability for losses, damages, and claims arising out of injury or damage to Exhibitor's displays, equipment, and other property brought upon the Exposition premises. Exhibitors are advised to carry special insurance to cover exhibit material against loss or damage, and public liability insurance against injury to the persons and property of others. As a courtesy to Exhibitors, perimeter security for the exhibit hall will be furnished. This should not be interpreted as a guarantee against loss or theft of any kind.

EXHIBITIONS STAFFING

Exhibitor will be provided with a maximum of seven exhibitor badges. Additional exhibitor badges, requested in advance or onsite, will cost \$100.00 per badge. Payment will be due before additional badges are issued. Any onsite registrants will be required to produce identification in order to receive their badge. Sharing of exhibitor badges or any other method used to gain unauthorized admission to the exhibit floor will be just cause for expelling the violator from the hall. An exhibitor badge does not allow you access to any classes or courses—a paid conference registration is required.

CONFERENCE PASS

One three-day conference pass will be provided for a member of your executive team. Hands-On Labs are excluded due to extremely limited space. A special registration for your executive will be sent prior to each conference. Applies to Gold Exhibit Package only.

GAMES AND PROMOTIONS

The purpose of the Exposition is to present a serious, business-like atmosphere for promotion of exhibitor products. TDWI must approve any games or "attention getters" that are not part of the usual booth equipment. In the event Exhibitor has any doubts on whether or not something is considered "usual or standard," please contact TDWI for clarification. TDWI reserves the right to remove or shut down any unusual or non-standard booth equipment, games, raffles, or other such activities.

AUTHORIZATION

By signing this Contract, Exhibitor is authorizing TDWI to provide contact information including your address, phone number, fax number, and contact person to any service vendor contracted to conduct work for TDWI. This information will only be used for marketing of service vendors' products and services being used at the current event.