



APPLICATION AND CONTRACT FOR ORACLE MOBILITY LOUNGE

Please print or type clearly, review Terms and Conditions on reverse side or otherwise included with this application, sign and fax to: the Oracle OpenWorld Exhibit Show Management Team – Fax: **+1.650.633.1160**.
Contact us with any questions at **+1.650.506.0001** or openworldpartner_us@oracle.com

COMPANY INFORMATION:

Company: _____

Company Address: _____

City: _____ State: _____ Zip/Postal Code: _____

Country: _____

Contact: _____

Telephone: _____ Fax: _____

Email Address: _____

Company URL: _____

Billing Contact: *(if different from above)* _____

Address: _____

City: _____ State: _____ Zip/Postal Code: _____

Country: _____

Telephone: _____ Email: _____

CREDIT CARD PAYMENT INFORMATION *(include if you want to pay by credit card):*

Credit Card Type: American Express Visa MasterCard

Name on Card: _____

Card Number: _____ Exp: _____

CHECK PAYMENT: If you want to pay by check, make it payable to Oracle USA, Inc. and send to Oracle OpenWorld, 500 Oracle Parkway, MS: OPL-A1, Redwood Shores, CA 94065 Attention: Tom Geck

PAYMENT TERMS ARE NET 30 DAYS

Prices listed in USD

Oracle Mobility Lounge <i>(participation criteria)</i>	\$11,500	\$
	Total	

Company has reviewed and agrees to abide by the Terms and Conditions on the reverse side of this Application or otherwise included with this Application. This Application and Contract for Exhibit Space shall become binding upon acceptance by an authorized Oracle representative. Oracle reserves the right to reject or terminate this Application and Contract for Exhibit Space at its sole discretion.

Name of Authorized Individual Signing on Behalf of Company Signature Date

Name of Authorized Individual Signing on Behalf of Oracle Signature Date

This Application and Contract for Exhibit Space (this "Contract") by and between Oracle USA,, Inc. ("Oracle") and the company or organization designated in the application section of this Contract ("Company") governs Company's rental and use of exhibit space at and participation in any and all conferences, shows, or events specified on the application section of this Contract (the "Events").

TERMS AND CONDITIONS

LOCATIONS AND DATES: The Events are scheduled for the cities and on the dates specified on this Contract. If only one conference, show, or event is specified, "Events" refers to a single conference, show, or event. Company acknowledges and understands that the sites, hours, or dates may change and the Events may be rescheduled. Oracle will attempt to provide reasonable notice to Company of any such changes.

ACCEPTANCE OF CONTRACT: Upon acceptance of this Contract by Oracle, this Contract shall become binding. Oracle reserves the right, at its sole discretion, to decline acceptance of any Contract.

EXHIBIT SPACE ALLOCATION: Oracle will attempt to assign exhibit space in the order in which Contracts are received. If Company's choice(s) of exhibit space are not available, Oracle will attempt to assign what it considers to be an appropriate space. Oracle reserves the right, at its sole discretion, to designate exhibit space or make changes in the location, size, layout, arrangement and display limits of the exhibits.

EXHIBIT SPACE RENTAL FEE: The exhibit space rental fee ("Rental Fee") shall be as designated on this Contract. The Rental Fee for raw space (does not include kiosks) includes solely booth space and any items specifically designated on this Contract. The Rental Fee for kiosks includes solely a kiosk and any items specifically designated on this Contract. All other expenses are the responsibility of Company.

COMPANY MATERIALS: Any promotional materials to be provided by Company in connection with this Contract (e.g., advertisements for conference publications) will be provided in a manner and format designated by Oracle. Company's promotional materials are subject to Oracle's approval. Oracle shall have the right to reproduce, promote, distribute and otherwise use these materials in connection with the Events. Oracle is not granted any other rights to Company's materials, and acknowledges that it shall not gain any proprietary interest in Company's materials.

PAYMENT: Payment of the Rental Fee shall be made in U.S. currency by credit card payment, by check or by bank transfer payable to **Oracle USA, Inc.**, according to the following schedule:

The Rental Fee shall be due and payable within thirty (30) days after invoice by Oracle and prior to the start of the first Event at which Company is renting exhibit space.

CANCELLATION BY COMPANY: In the event Company wishes to cancel all or part of the exhibit space contracted for herein, Company must send notice of cancellation in writing to Oracle OpenWorld Exhibit Show Management Team, Oracle USA, Inc., 500 Oracle Parkway, MS OPL-A1, Redwood Shores, CA, USA 94065 via certified mail, return receipt requested. Company's failure to occupy exhibit space at the commencement of an Event shall constitute cancellation by Company with respect to that Event. If Company cancels more than sixty (60) days before an Event at which Company is renting exhibit space, Company shall be liable for fifty percent (50%) of the Rental Fee for the canceled space. In the event Company cancels less than sixty (60) days before an Event at which Company is renting exhibit space, Company shall be liable for one-hundred percent (100%) of the Rental Fee for the canceled space. Company is responsible for payment of such fees irrespective of the reason for cancellation. If Company cancels, Oracle shall have the right to use such space or rent such space to another exhibitor. Re-letting by Oracle of Company's canceled space shall not act to excuse Company from payment of any fees assessed hereunder.

CANCELLATION BY ORACLE: Oracle reserves the right to cancel any and all Events or to terminate this Contract or Company's participation in the Events for any reason at any time upon written notice to Company. Upon cancellation or termination by Oracle, Oracle's sole liability to Company, and Company's exclusive remedy, shall be a refund of the Rental Fee paid by Company

under this Contract for the Events in which Company is unable to participate due to such cancellation or termination.

FORCE MAJEURE: Oracle shall not be responsible for any loss or damage resulting from failure to perform under this Contract or to conduct an Event as currently scheduled in whole or part as a result of riot, strike, labor dispute, acts, regulations or orders of governmental authorities, civil disorder, act of war, act of terrorism, failure of facilities, earthquake, storm, fire, flood, or other acts of God, or any reason of any kind whatsoever beyond the reasonable control of Oracle. Notwithstanding any other terms of this Contract, if an Event is cancelled and not rescheduled in connection with a force majeure event, Oracle's sole liability to Company, and Company's exclusive remedy, shall be a refund of the Rental Fee for that Event paid by Company under this Contract less a pro rata rate adjustment based on costs incurred by Oracle in connection with the cancelled Event.

INSTALLATION AND DISMANTLE: Materials not removed from the exhibition area by Company as specified by Oracle will be removed by Oracle at Company's expense and liability.

USE OF SPACE: Company may not sublet, assign, or apportion any part of the exhibit space contracted for herein, nor represent, advertise, distribute literature for, or otherwise promote the products or services of any other firm or individual except as approved in writing by Oracle. Company may not display outside the confines of its assigned exhibit space.

CONDUCT OF EXHIBIT: Company shall conduct its exhibit in a decorous manner in order not to be objectionable to Oracle, the event center at which the Event is taking place (the "Event Center"), other exhibitors, or the public. Oracle reserves the right to restrict or prohibit exhibits which, because of noise, method of operation, content, or any other reason, are objectionable to Oracle or otherwise detract from or are out of keeping with the character of the Event. Oracle may prohibit installation or request removal or discontinuance of any exhibit or promotion which, if continued, departs substantially from the design and description given advance approval. Oracle reserves the right to close, remove or require changes in Company's exhibit and to remove any of Company's personnel, agents, representatives, independent contractors, invitees or guests if the exhibit or individuals are deemed by Oracle, in its sole discretion, to be detrimental to Oracle, the Event, other exhibitors, or the public. Company shall staff its exhibit during all Event hours. Company agrees to cooperate with Oracle and other exhibitors, especially during periods of ingress and egress, in order to make mutual use of the facilities harmonious and agreeable. If Company or its representatives fail to observe the terms and conditions of this Contract or, in the reasonable opinion of Oracle, conduct themselves unethically or detrimentally to Oracle, Company may be dismissed from the Events without refund or other appeal.

CARE OF PREMISES: Company shall not mark, deface or otherwise damage any furnishings or equipment that is provided, including kiosk structures, or the premises. Company shall return all furnishings and equipment, and the premises in as good condition as they were received. Company shall be liable for any damage caused by its failure to adhere to this provision.

CONDITION OF PREMISES: The exhibit space is licensed on an "as is" basis. Oracle shall not be liable for preexisting conditions of the exhibit space or for conditions arising during the period of the license.

INVITEES: Anyone visiting, viewing or otherwise participating in Company's exhibit or exhibit space is deemed to be the invitee or licensee of Company while so visiting, viewing or otherwise participating in Company's exhibit or exhibit space, rather than the invitee of Oracle or the Event Center.

EVENT BADGES: Company personnel, agents and representatives must wear identification badges while on the exhibit floor.

DISPLAYS AND PROMOTIONAL DISTRIBUTION: At its sole discretion, Oracle may withhold or withdraw permission to display items or distribute souvenirs, advertising or any other material.

AVAILABLE SERVICES: Oracle will designate independent contractors ("Event Contractors") to make certain services available (e.g., drayage, machine moving, cartage, machinery erection, furniture, signs). The specific services and Event Contractors, and their prevailing rates will be listed in the exhibitor manual to be issued separately. Oracle assumes no responsibility or liability for any of the services performed or materials delivered by any Event Contractor. Arrangements for these services and payments shall be made directly between Company and the Event Contractors. Use of any contractor other than an Event Contractor shall require the advance written consent of Oracle.

INSURANCE: Company is solely responsible for its personnel, employees, agents, representatives, and property, and should have sufficient insurance to cover against loss, theft, damage or destruction of goods, and injury, including death, to its personnel, employees, agents or representatives. Company must obtain and carry a minimum of \$1,000,000 per occurrence limit for Commercial General Liability Insurance including bodily injury and property damage, \$1,000,000 limit for Commercial Property Coverage covering real and personal property and inland transit insurance, and \$1,000,000 limit Worker's Compensation. The insurance is to cover the full period of occupancy of the exhibit space. Company shall provide Oracle and the Event Center with a certificate of insurance evidencing such coverage upon request.

OTHER RULES AND REGULATIONS: Company shall comply with all applicable laws, rules, regulations, ordinances, codes and statutes with respect to the conduct of its exhibit. Company shall also comply with the exhibitor manual and all reasonable requests of Oracle and the Event Center with respect to the conduct of its exhibit. Oracle and the Event Center may issue further rules and regulations governing the Events or use of the Event Center facilities from time to time. Company agrees to abide by all such rules and regulations, to the extent reasonable.

LIMITATION OF LIABILITY: Oracle shall not bear any responsibility for the safety of Company, its personnel, employees, agents or representatives or personal property. Oracle shall in no event be liable for any indirect, incidental, special or consequential damages, or damages for loss of profits, revenue, data, or use, incurred by Company, whether in an action in contract or tort, even if Oracle has been advised of the possibility of such damages. The total liability of Oracle for damages hereunder shall in no event exceed the amount of fees paid by Company under this Contract.

INDEMNIFICATION: Company shall defend, indemnify and hold harmless Oracle, its parent, subsidiary, and affiliate companies, and each of their officers, directors, employees, agents and representatives from any losses, liabilities, damages, demands, suits, causes of action, judgments, costs or expenses (including court costs and reasonable attorneys' fees) arising out of or due to: (a) the construction or maintenance of Company's exhibit; (b) the negligence or willful misconduct of Company, or its personnel, employees, agents or representatives; (c) company's promotional materials distributed in connection with the Events; or (d) Company's breach of any commitment made in this Contract. Company agrees that a party that is being defended hereunder (the "Defended Party") shall have the right to approve any counsel retained to defend any demand, suit or cause of action in which it is a defendant, such approval not to be unreasonably withheld. Company agrees that the Defended Party shall have the right to control and participate in the defense of any such demand, suit or cause of action concerning matters that relate to the Defended Party, and that such suit will not be settled without the Defended Party's consent, which consent shall not be unreasonably withheld. If, in the Defended Party's reasonable judgment, a conflict exists in the interests of the Defended Party and Company in such demand, suit or cause of action, the Defended Party may retain its own counsel whose reasonable fees shall be paid by Company.

NO ASSIGNMENT: Company may not assign this Contract to any third party without the consent of Oracle.

AUTHORIZATION: Company authorizes Oracle to provide contact information including its address, phone number, fax number and contact person to the Event Centers and any and all service vendors contracted to conduct work at the Events. Company authorizes Oracle to record Company's participation in the Events, including participation by Company's personnel, agents or representatives, and create transcriptions, and derivative works therefrom in any medium. Company authorizes Oracle to use, reproduce, copyright, translate, distribute, transmit, and publicly perform any such recordings, transcriptions or derivative works in connection with the Events.

GOVERNING LAW; JURISDICTION: This Contract, and all matters arising out of or relating to this Contract, shall be governed by the procedural and substantive laws of the State of California, USA. Any legal action relating to this Agreement shall be instituted in a state or federal court in Santa Clara County, San Francisco County or San Mateo County, California. The parties agree to submit to the exclusive jurisdiction of, and agree that venue is proper in, these courts in any such legal proceeding.

ENTIRE AGREEMENT: This Contract constitutes the complete agreement between the parties and supersedes all prior or contemporaneous agreements or representations, written or oral, concerning the subject matter hereof. This Contract may not be modified or amended except in a writing signed by a duly authorized representative of each party.