



## Exhibit A – Exhibitor Benefit Details

**FEE/PAYMENT:** The fee is \$ \_\_\_\_\_

The fee is to be paid and received by Oracle on or before 30 days past the date of the invoice. Payment of the fee shall be made in U.S. Dollars (\$) by check, wire transfer or credit card. Payment details are provided on the invoice.

**PARTICIPATION LEVEL: EXHIBITOR**

**PARTICIPATION BENEFITS:** Benefits for Company's participation are as listed below. Benefits are subject to deadlines and full payment.

### Exhibit Space

**Exhibit Space Rental at \$70.00 per square foot**

- Cost equals total booth space square footage x \$70.00 and includes raw exhibit space

**Exhibit Space Selection:**

Booth Size: \_\_\_\_\_ x \_\_\_\_\_

**1<sup>ST</sup> Choice:** Exhibit Space # \_\_\_\_\_

**2<sup>nd</sup> Choice:** Exhibit Space # \_\_\_\_\_

**3<sup>rd</sup> Choice:** Exhibit Space # \_\_\_\_\_

### Marketing

- Company name included in online and onsite Exhibitor Listing
- Company event profile included on website

### Networking

- 2 OpenWorld Passes
- 75 Discover Passes to invite prospects and customers to OpenWorld 2012
- Unlimited Exhibitor Staff Passes
- Opportunity to earn one (1) additional OpenWorld Pass by posting an OpenWorld banner on company homepage
- Appreciation Event Wristband Allocation (*based on confirmed exhibit space size*)
- Daily Lunch Ticket Allocation (*based on confirmed exhibit space size*)

### Public Relations

- Registered Press attendee list provided one week prior to event
  - List includes Company Name, First Name, Last Name, Country

### Client Services

- Opportunity to reserve conference hotel room blocks at negotiated conference rates
- Opportunity to reserve Oracle OpenWorld 2013 exhibit space during Oracle OpenWorld 2012

## TERMS AND CONDITIONS

This Application and Contract for Exhibit Space, Sponsorship, and/or Advertisement (this "Contract"), by and between Oracle America, Inc. ("Oracle") and the company or entity ("Company") designated in this Contract's application section ("Application"), governs Company's rental and use of exhibit space, sponsorship, advertising and/or other participation, as specified in the Application ("Participation") in any and all conferences, shows, or events (the "Events").

**LOCATIONS AND DATES:** The Events and your Participation are scheduled for the locations and dates specified in the Application. If only one conference, show, or event is specified, "Events" refers to a single conference, show, or event. Company acknowledges and understands that the locations, hours, or dates may change and the Events and/or your Participation in the Events may be rescheduled. Oracle will attempt to provide reasonable notice to Company of any such changes.

**ACCEPTANCE OF CONTRACT:** This Contract will only become binding when it is accepted by Oracle. No contract is created unless and until Oracle countersigns this Contract. Oracle reserves the right, at its sole discretion, to decline acceptance of any Contract.

**PARTICIPATION ALLOCATIONS:** Oracle will attempt to assign any Participation space/time requested in the Application in the order in which Contracts are received. If Company's choice(s) of Participation space/time are not available, Oracle will attempt to assign what it considers to be an appropriate space/time. Oracle reserves the right, at its sole discretion, to designate Participation space/time or make changes in the location, size, layout, arrangement, time and display limits of the Participation. The sponsorship and or advertising benefits, if applicable, are as designated in the Application and/or on the attached Exhibit A. **POSITIONING OF ADVERTISING IS AT ORACLE'S SOLE DISCRETION EXCEPT WHERE A REQUEST FOR SPECIFIC PREFERRED POSITION IS AGREED TO BY ORACLE IN WRITING.**

**PARTICIPATION FEES:** The fees for Company's Participation in the Events ("Fees") shall be as designated in the Application. For raw exhibit space (does not include kiosks), the Fee only includes booth space and any items specifically designated in the Application. For kiosks, the Fee only includes a kiosk and any items specifically designated in the Application. All other expenses are the responsibility of Company. All Fees are deemed fully earned and non-refundable when the Contract is accepted, except as otherwise provided herein.

**PAYMENT:** Unless otherwise specified in this Contract, payment of the Fees shall be made in U.S. currency by credit card payment, by check, or by bank transfer payable to **Oracle America, Inc.**, and shall be due and payable within thirty (30) days after Oracle's invoice or prior to the start of the first Event, whichever is earlier.

**COMPANY MATERIALS:** Any promotional and/or presentation materials to be provided by Company in connection with this Contract (e.g., slide shows for presentations, advertisements for conference publications) will be provided in a manner and format designated by Oracle. Company's 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. Company represents and warrants that the materials do not and will not infringe on any third party rights, including, without limitation, copyright, patent, trade secret, trademark and rights of publicity or privacy, and are not false, misleading, deceptive, obscene or defamatory.

**TRADEMARKS:** Oracle shall have the right to use Company's trademarks to promote Company's participation in and sponsorship of the Events, and to fulfill its obligations under this Contract. Any such use shall be in compliance with Company's relevant trademark or corporate identity guidelines, and all goodwill shall inure to the benefit of Company. Oracle is not granted any other rights to Company's trademarks, and acknowledges that it shall not gain any proprietary interest in Company's trademarks. Company shall have the right to use Oracle's trademarks that are associated with the Events only to promote Company's Participation in the Events. Any such use shall be in compliance with Oracle's relevant trademark or corporate identity guidelines, and all goodwill shall inure to the benefit of Oracle. Company is not granted any other rights to Oracle's trademarks, and acknowledges that it shall not gain any proprietary interest in Oracle's trademarks.

**CANCELLATION BY COMPANY:** Company's cancellation of all or part of its Event Participation, as contracted for herein, must be sent in writing to Oracle Show Management Team, Oracle America, Inc., 500 Oracle Parkway, MS OPL-A1, Redwood Shores, CA, USA 94065 via certified mail, return receipt requested, and is only effective upon Oracle's actual receipt. Company's failure to occupy exhibit space at the start of an Event constitutes Company's

cancellation for that Event. If Company cancels more than sixty (60) days before an Event starts, Company shall be liable for fifty percent (50%) of the Fees for the canceled Participation. In the event Company cancels less than sixty (60) days before an Event starts, Company shall be liable for one-hundred percent (100%) of the Fees for the canceled Participation. Company is responsible for payment of such Fees irrespective of the reason for cancellation. Company acknowledges that ascertaining damages incurred by Oracle if Company cancels its Participation is difficult, and that the Fees owed or retained under this Agreement after cancellation represent a fair and agreed measure of compensation and are not to be deemed or construed as a penalty or forfeiture. If Company cancels, Oracle shall have the right to replace Company with another participant. Company's replacement or Oracle's re-letting of Company's canceled space shall not act to excuse Company from payment of any Fees earned or due hereunder.

**CANCELLATION BY ORACLE:** Oracle reserves the right to cancel any and all Events or to terminate this Contract or Company's Participation in all or part of the Events for any reason at any time upon written notice to Company. Upon Oracle's cancellation or termination, its sole liability to Company, and Company's exclusive remedy, shall be a refund of the Fees paid by Company under this Contract for the Events in which Company is unable to participate due to such cancellation or termination.

**FORCE MAJEURE:** Neither Party shall 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 that Party. Notwithstanding any other terms of this Contract, if an Event is cancelled by Oracle 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 Fees 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:** All displays and booth exhibits must be installed before, occupied during, and dismantled after the Event in accordance with the schedule provided by Oracle. 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 PARTICIPATION:** Company shall conduct its Participation 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, safety, 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 that, 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 adequately 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 but not limited to 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:** Any space provided to Company under this Contract, including but not limited to any kiosks, exhibit space or conference rooms ("Space"), is licensed and provided on an "as is" basis. Oracle shall not be liable for preexisting conditions of the Space or for conditions arising during the period of the license or Company's use.

**INVITEES:** Anyone visiting, viewing or otherwise participating in the Space is deemed to be the invitee or licensee of Company while so visiting, viewing or otherwise participating in Company's exhibit or 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 Space and, except for the Worker's Compensation policy, shall name Oracle as an additional insured. 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.

**TAXES AND LICENSES:** Company is solely responsible for obtaining any license(s) and/or permit(s) associated with its Participation in the Events. Company is solely responsible for the payment of all taxes (including sales and use taxes), license fees, or other charges applicable to its Participation in the Events, including any taxes collected by Oracle on Company's behalf.

**LIMITATION OF LIABILITY: ORACLE SHALL NOT BEAR ANY RESPONSIBILITY FOR THE SAFETY OF COMPANY, ITS PERSONNEL, EMPLOYEES, AGENTS OR REPRESENTATIVES OR PERSONAL PROPERTY. NEITHER PARTY SHALL IN ANY EVENT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR DAMAGES FOR LOSS OF PROFITS, REVENUE, DATA, OR DATA USE, WHETHER IN AN ACTION IN CONTRACT OR TORT OR OTHERWISE, EVEN IF THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ORACLE IS NOT LIABLE FOR ANY ERRORS IN ANY LISTINGS OR DESCRIPTIONS ASSOCIATED WITH THE EVENT, OR FOR OMITTING COMPANY FROM THE EVENT SHOW GUIDE OR OTHER EVENT MATERIALS. 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 materials distributed in connection with the Events, including but not limited to Oracle's use of the materials; 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, email address and contact person, to the Event Centers and Event Contractors. 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. Notwithstanding the above, Oracle shall not edit, alter or otherwise modify any recordings or presentations from Company in a manner that mischaracterizes the content or reflects negatively on Company. Company agrees to execute any additional releases presented by Oracle in connection with these authorizations, and hereby waives any statutory restriction on waivers of future claims or moral rights.

**MAILINGS/CONTACT LISTS:** Notwithstanding any other terms or conditions of this Contract: (a) all mailings provided hereunder shall be limited to individuals that have opted-in to receiving such mailings; and (b) all contact lists provided hereunder shall be limited to individuals that have opted-in to having their contact information provided to the party receiving the contact information. If Oracle provides Company with the contact information of Event attendees who have opted-in to receiving marketing from Company, Company will ensure that it uses such information in compliance with applicable laws, including the U.S. CAN-SPAM Act.

**COLLECTION OF INFORMATION:** In the event that Company chooses to collect information from Event attendees (via electronic means or otherwise), Company will do so in a manner that clearly identifies Company, and not Oracle, as the entity collecting the information.

**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, or San Francisco 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.

**NO WAIVER; SEVERABILITY; SURVIVORSHIP:** Any express waiver or failure to exercise any right under this Contract will not create a continuing waiver or any expectation of non-enforcement. If any provision of this Contract is held invalid by any law or regulation of any government or by any court or arbitrator, such invalidity will not affect the enforceability of the other provisions. Rights and obligations under this Contract, which by their nature should survive, will remain in effect after termination or expiration of this Contract.

**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.