Exhibitor Package

JUNE 4-8, 2006 | Walt Disney World Swan and Dolphin Resort | Orlando, Florida

ECLIPSE PARTNER PAVILION | US $4,500

Before the Show

- Company name and URL included on the RSDC conference website

At Registration

- Company name and booth # in Program Guide within the Eclipse Pavilion Highlight

During the Show

- One (1) Turnkey ped within the Eclipse Pavilion

  (includes: ped, logo, proof point signage, (1) 500W electrical outlet, (1) internet connection, 18" monitor, carpet/pad, first 200 lbs. of drayage)

- Two (2) Exhibit Hall-only passes (includes access to Keynotes, Welcome Reception, Exhibitor Lounge, Meals and Special event) — a $1,000 value

Note: Prices are for space and sponsorship and noted benefits only.

Sponsorship Reservation Form

SPONSORSHIP PACKAGES:

❍ Eclipse Partner Pavilion US $4,500

MARKETING PARTNERSHIP OPPORTUNITIES: (please check all that apply)

❍ Water Bottles (Exclusive)	$20,000	❍ Walkway Lamp Banner	$3,500/each or $6,000 for two
❍ Badge Lanyard (Exclusive)	$10,000	❍ Theater Presentations	$2,500
❍ Travel Coffee Mug (Exclusive)	$10,000	Program Guide Ads	
❍ Post-Conference Attendee List	$ 8,000	❍ 4-Color Full Page	$2,500
❍ Luggage Tags (Exclusive)	$ 7,000	❍ Black/White Full Page	$1,500
❍ Conference Pens (Exclusive)	$ 5,000	❍ Conference Bag Insert	$2,000
❍ Hotel Room Drop	$ 5,000	❍ Exhibit Hall Game	$1,800
❍ Hotel Key Cards (Exclusive)	$ 5,000		

TOTAL AMOUNT DUE: US$ _____ + _____ = _____ (SPONSORSHIP PLUS MPO)

CONTACT INFORMATION:

Please complete the following company and contact information. (please type or print clearly)

Company Name:

Contact Name:

Phone: Fax:

E-mail:

Address 1:

Address 2:

City: State/Province/Region:

Zip/Postal Code: Country:

Website:

This contract, by and between the Organizer and Company named above is for participation at RSDC 2006 event(s). Contracts are governed by the “Sponsorship Application–Terms and Conditions” listed on pages 2-4.

Company Authorized Signature: Date: Event Organizer Signature: Date:

FAX COMPLETED APPLICATION TO: c/o Robb Trost, GPJ, 650.226.0601 (fax)
DIRECT QUESTIONS TO: robb.trost@gpjco.com, 650.226.0656 (direct)

Terms and Conditions

Acceptance by Organizer

Organizer is defined as the George P. Johnson Company and Sponsor is defined as IBM Rational Corporation. Participating Company ("Company") involvement in the IBM Rational Software Development Conference (IBM RSDC) ("Event") is subject to Organizer's approval. No contract is created unless and until Organizer countersigns the IBM RSDC Event Contract (the "Agreement") contained within the IBM RSDC Event Application ("Application"). Organizer may withdraw its acceptance at any time by refunding the Total Fee paid if Organizer determines that Company or its product is ineligible. Organizer makes no warranties regarding the number of persons who will attend the Event. Event dates, hours, and venue may be modified by information provided to Company in writing.

Assignment and Use of Exhibit Space (If Selected in Application)

a. Benefits and License Grant. Organizer will provide exhibit space (the "Space") at the Event for Company to display its qualified products and services (the "Exhibit"). The Total Space Fee includes use of the Space and any other benefits as specified in the Application, program features as specified in the Gold, Silver or Exhibitor Program Features (the "Program Features"). If you do not have a copy of the Program Features, please request it from Organizer. Company grants to Organizer the right to use Company's name and logo in connection with the promotion and production of the Event. Company may use the Event name before and during the Event solely to promote its participation in the Event.

b. Space Assignment, Use, Installation, Occupancy, and Dismantling. Organizer will assign the Space. Organizer may reassign the Space or alter Event layout or venue at any time. The Space is for Company's use only. Company may not share, sell, assign, sublease or charge admission for entry into any portion of the Space (including to an affiliated company) without Organizer's prior written consent. Company must fully occupy the Space, and must provide displays, equipment, carpeting, etc., unless Organizer specifies otherwise. Any Exhibits supplied by Company must be constructed safely using sound engineering practices, and must be installed before, occupied during, and dismantled after the Event in accordance with Organizer's schedule. Company's activities must be confined within the Space, and must be in support of products or services identified on the Application and directly related to Company's normal business activities. Organizer may refuse permission to exhibit any products or services Organizer deems objectionable or unsuitable or inconsistent with the goals of the Event. At the Event, Company may not exchange goods or money without Organizer's prior written consent, nor assist any other party in soliciting business without Organizer's prior written consent.

c. Own Risk. Company has sole responsibility for any loss of its equipment or proprietary information, or any other loss including any subrogation claims by its insurer. Persons visiting, viewing, or otherwise participating in Company's Space are deemed the invitees or licensees of Company and not of Organizer or Sponsor

Use of Marketing Promotional Opportunities (If Selected in Application)

a. Benefits. Organizer will provide the marketing promotional opportunity (the "MPO") to Company as set forth on the Application. Company must provide each finished MPO (e.g., banner, kiosk, panel, etc.) to Organizer by the deadline date and in conformance with the Event MPO production agenda. Finished MPO must meet the exact specifications set forth in the MPO Description, which is incorporated into this Agreement by reference.

b. Use. Each MPO is for Company's use only, and Company may not assign or sublease any portion of any MPO (including to an affiliated company) without Organizer's prior written consent. MPOs must be directly related to Company's normal business activities. Company shall comply with the IBM RSDC Online Trademark and Logo requirements as defined in the MPO. Organizer may refuse permission to exhibit any materials Organizer deems objectionable or unsuitable for the Event. At the Event, Company may not exchange goods or money without Organizer's prior written consent, nor assist any other party in soliciting business without Organizer's prior consent. Company grants to Organizer the right to use Company's name and logo in connection with the promotion and production of the Event.

c. Approval. All finished MPOs are subject to Organizer's approval. Organizer reserves the right to reject finished MPOs.

Third Party Contractors

Organizer may require Company to use designated third-party contractors to provide certain services ("Required Contractors"), and Company must then use only the Required Contractors for such services and enter into separate contracts with them as needed. Information on such Required Contractors is available in the Sponsor and Exhibitor Event Manual (the "Manual"), which will be provided to Company after this Agreement is executed, or prior by request from Company to Organizer. Notwithstanding such designation, Required Contractors and third-party vendors listed in the Manual act solely as independent contractors, and Organizer is not responsible for their performance, acts, or omissions.

Other Events and Marketing

Company agrees that it may not use Event to leverage any other event in which Company is a sponsor or participant, and therefore agrees that it may not, during the period from two days before until two days after the Event, conduct, promote, endorse, or sponsor any functions, classes, seminars, exhibits, or similar marketing activities within 50 miles/80 kilometers of the Event; other than (i) Company's participation in the Event under this Agreement, or (ii) functions approved in writing by Organizer. During the Event, Company may not promote its products or organization within 500 yards/450 meters of any Event locations, except (a) in advertising contained in periodicals or similar regularly published media, or (b) as permitted by this Agreement or by Organizer in writing.

Compliance with Local Laws and Rules; Insurance

a. Laws and Rules. Company must comply with all applicable country and local laws and regulations in connection with its participation in the Event, including but not limited to laws and rules regarding access for the disabled, the venue and any relevant labor union, construction of the Exhibit, and the terms, conditions, and rules issued by Organizer from time to time in connection with the Event. Company's conduct and the use of names and lists captured at the Event or provided by Organizer, are subject to guidelines set forth in the Manual.

b. Third Party Proprietary Rights. Company hereby represents and warrants to Organizer that it will not violate any proprietary rights of third parties in connection with its participation in the Event, including but not limited to the performance, distribution, or posting of copyrighted material without a license, assignment, or other legally effective permission. Company shall indemnify and hold Organizer harmless from and against any claim, loss, liability or damages caused to Organizer as a result of Company's alleged or actual infringement of any third party's proprietary rights.

c. Taxes and Licenses. Company is solely responsible for obtaining any licenses and permits, and payment of all taxes (including sales and use taxes), license fees, or other charges applicable to its participation in the Event, including taxes collected by Organizer.

d. Insurance. Company agrees to obtain and maintain in effect throughout the Event at its own cost and expense, and provide to Organizer at least thirty (30) days prior to move in to the Event, a certificate of insurance showing that there is in effect a policy for Commercial General Liability insurance with a minimum of $1 million US as indicated by the Organizer in the Manual. This insurance should have a combined single limit bodily injury and broad form property damage coverage, including broad form contractual liability, in which the Event Providers (as defined in paragraph 10 below) are named as an additional insured. Company agrees to obtain and maintain in effect throughout the Event workers compensation and employer's liability insurance in such minimum amounts as are required by law or are otherwise consistent with prudent business practice. Company agrees to waive the right of subrogation of its insurance carrier against the Event Providers or Sponsor to recover loss sustained for real and personal property.

Cancellation or Termination

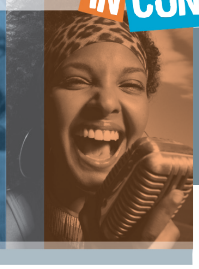
a. Cancellation. Organizer may cancel all or any part of the Event for any reason beyond its reasonable control, including but not limited to, natural or public disaster, act of God, epidemic, acts of terrorism, venue construction, insufficient participation, market fluctuations, government regulation, or similar reasons, in which case Organizer will refund to Company a pro rata portion of any space fees already paid to Organizer, after which Company will have no further recourse against Organizer. A change in the name, dates, hours or venue of the Event does not constitute a cancellation by Organizer.

b. Termination by Company. Upon a fully executed, countersigned Agreement, all fees are deemed fully earned and non-refundable when due. Termination by Company must be in writing and will be effective upon receipt by Organizer, Attn: IBM RSDC Senior Account Manager, The George P. Johnson Company, 999 Skyway Road, Suite 300, San Carlos, California 94070. Upon receipt of cancellation by Organizer, Company has thirty (30) days from date of cancellation notice to remit payment to Organizer. Company acknowledges the difficulty in determining a precise value for services rendered and expenses incurred by Organizer for the Event, and of ascertaining damages incurred by Organizer if Company terminates this Agreement or Company's participation in the Event; the amounts due from Company under this Agreement as of the effective date of any termination by Company belong to Organizer and represent an agreed measure of compensation, and are not to be deemed or construed as a forfeiture or penalty.

c. Termination by Organizer. Organizer may take possession of the Space and terminate Company's participation in the Event upon Company's failure to meet any obligations under the Agreement; including but not limited to Company's failure to pay for the Space by publicly stated Event date(s) or related services, set up its Exhibit, maintain all exhibited products in good working order, or staff the Space fully, in a timely manner; or violate Organizer's standards of conduct. Any such termination is treated as a termination by Company under this Agreement.

IBM RSDC Materials

The Manual and any other methodologies or planning materials distributed to Company related to the planning or execution of the Event ("IBM RSDC Materials") are owned exclusively by and are confidential information of Organizer. Organizer grants to Company a nontransferable, nonexclusive license, on an "AS IS" basis, to use such IBM RSDC Materials solely in connection Company's participation in the Event. Company is responsible for obtaining the Manual from Organizer. Upon completion of the Event or earlier termination of this Agreement, Company promptly must return the IBM RSDC Materials to Organizer upon Organizer's written request. Company may use but may not sell lists of Event exhibitors or attendees without Organizer's prior written permission.



Terms and Conditions

Payment

Company's payment is due upon the earlier of (i) thirty (30) days from date the Agreement is countersigned by Organizer or (ii) due immediately if within thirty (30) days from start of publicly stated Event dates. Payment must be received in full by Organizer before start of publicly stated Event dates in order to participate, exhibit, or floor in Event. Organizer reserves the right to decline or terminate Company's Agreement if payment is not received within the parameters stated above.

Limitation of Liability; Indemnity

a. Under no circumstances is Organizer or Sponsor, the venue at which the Event is held, or any of their respective parents, affiliates, shareholders, employees, agents, officers, directors, successors and assigns (the "Event Providers") liable for lost profits or other indirect, incidental, consequential, special or other exemplary damages for any of their acts or omissions in connection with the Event, whether or not such Event Provider has been apprised of the possibility of such damages or lost profits. In no event will Organizer or Sponsor's liability hereunder, or otherwise in connection with the Event, exceed the amount actually paid to it by Company for the Space. Organizer or Sponsor is not liable for any errors in any listing or descriptions or for omitting Company from the Event show guide or other materials.

b. None of the Event Providers are liable to Company for any damage, loss, harm, or injury to the person, property, or business of Company, or any of its visitors, officers, agents, employees, or other representatives, resulting from theft, fire, earthquake, water, unavailability of the venue or intermediate staging facilities, insufficient participation, accident, or any other reason in connection with the Event or any planning meetings, demonstrations, or stagings, except to the extent such liability arises directly from the willful misconduct of the Event Provider against whom liability is sought to be assessed.

c. Company agrees to defend, indemnify, and hold harmless the Event Providers and those lawfully in the venue from and against any claim, loss,liability, or damage suffered due to (i) Company's construction or maintenance of an unsafe Exhibit, and/or (ii) the negligence or misconduct of Company or its agents or Company's breach of any commitment made hereunder. Company must maintain proper insurance coverage for its property and liability, and represents and warrants that it has obtained adequate insurance per Section 6 above to cover its potential liability hereunder.

d. Company acknowledges and agrees that the terms and conditions of this Agreement are subject and subordinate to the terms and conditions of Organizer's agreement with the venue at which the Event is held.

Release

Company acknowledges that the Event may be recorded and reproduced in any form (including but not limited to digital formats), and hereby authorizes Organizer and its designees to record, transcribe, modify, reproduce, publicly perform, display, distribute, redistribute, and transmit in any form and for any purpose any such recording of the Event, and agrees to execute any additional release presented by Organizer its licensees, or permittees, in connection with such activity or to give effect to this provision. Company hereby releases Organizer and its designees from and waives all claims it or its employees or agents may possess, now or in the future, in connection with such activities, and specifically waives any statutory restriction on waivers of future claims or moral rights.

Miscellaneous

When countersigned by Organizer, this Agreement will constitute the entire agreement between Company and Organizer concerning its subject matter, and may only be modified in a writing signed by the parties. Organizer's rights under this Agreement are not deemed waived except as specifically stated in writing and signed by an authorized representative. If any term of this Agreement is declared invalid or unenforceable, the remainder continues in full force and effect. Organizer may assign this Agreement or its responsibilities to any other party. Any action arising out of this Agreement or the Event must be brought in the State of California and governed by the law in the State of California, exclusive of the choice of law rules of such jurisdiction. Company hereby consents to the jurisdiction of such courts. Organizer is entitled to recover reasonable attorneys' fees and costs in any action to enforce this Agreement. Company may not assign this Agreement to any other party, including a successor in interest in the event of a merger or sale of assets, without the prior written consent of Organizer, in which event Company must guarantee performance of the assigned obligations. This Agreement is binding upon the permitted heirs, successors, and assigns of Company. This Agreement shall enter into legal effect once signed by the authorized representatives of Organizer and Company, and shall remain in effect until the Event is completed or otherwise terminated in accordance with the provisions hereof. This Agreement shall be executed in English language.