

ARM Developers' Conference 07

Exhibitor Registration and Contract

ARM Developers' Conference October 2-4 2007

Must be a current ARM Connected Community Member to participate.

For information on becoming an ARM Connected Community Member, please contact Vaughn Orchard email Vaughn@convergencepromotions.com or phone 508.209.0294.

Exhibiting Company: _____

Address: _____

City: _____ State: _____ Zip/Postal: _____ Country: _____

Event Contact: _____ Event Contact Title: _____

Event Contact email: _____ Phone: _____ Ext: _____

Event Contact Fax: _____ Company URL: _____

Bill to Company: _____

Address: _____

City: _____ State: _____ Zip/Postal: _____ Country: _____

Billing Contact: _____ Phone: _____ Ext: _____

Billing Contact email: _____

Billing Contact Fax: _____ Company URL: _____

Exhibition Space

Refer to Media Kit for full descriptions

Total Fees
(U.S. Dollars only)

20X20 Booth Space ☞ \$22,000	or	20 X 20 Booth Value Pak ☞ \$24,500	or	20 X 40 Platinum Sponsor Package ☞ \$37,000	1st booth location choice _____	2nd booth location choice _____	3rd booth location choice _____	\$ _____
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10X20 Booth Space ☞ \$12,500	or	10 X 20 Booth Value Pak ☞ \$14,500	or	20 X 30 Gold Sponsor Package ☞ \$24,000	1st booth location choice _____	2nd booth location choice _____	3rd booth location choice _____	\$ _____
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10X10 Booth Space ☞ \$7,500	or	10 X 10 Booth Value Pak ☞ \$8,700	or	10 X 20 Design Ctr or 10 x 10 Booth Silver Sponsor Package ☞ \$13,500	1st booth location choice _____	2nd booth location choice _____	3rd booth location choice _____	\$ _____
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5X5 Booth Space ☞ \$4,200	or	5X5Booth Value Pak ☞ \$4,900			1st booth location choice _____	2nd booth location choice _____	3rd booth location choice _____	\$ _____
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Pre-Show Promotional Opportunities

Refer to media kit for full descriptions

Show Guide Advertisements (50,000 Pre-show Mailings, Show Distribution) ☞ 1/2 page \$2800. ☞ Full Page \$4800.	Total from Page 1	\$ _____
Show Guide Bellyband (50,000 qty.): \$9,800		\$ _____
Highway 101 Billboard 10,000 spots \$4500.20,000 spots \$8,000		\$ _____

On-Site Promotional Opportunities

Badge Cords/Lanyards: \$14,000		\$ _____
Badge Insert: \$8,000		\$ _____
Conference Bags with Logo (700): \$18,000 for sole use. \$9,500 for half share		\$ _____
Product Raffle: \$1,500 per product		\$ _____
Conference Bag Inserts (700): \$2,500		\$ _____
Aisle Markers: \$10,000		\$ _____
Coffee Cart 1Day \$3,000. 3 Days \$8,000		\$ _____
iPod Nano Promotion Pod-Cast \$5,000 Data Sheet \$1200 Class (1) \$1800		\$ _____
50" Plasma Screen in Registration Area of Lobby (1/2 Day = 72 X 10-Second Spots/Hr X 4.5 Hours) ☞ 1/2 Day (324 Spots): \$1400. ☞ Full Day (648 Spots): \$2400. ☞ Tues.AM ☞ Tues. PM ☞ Wed. AM ☞ Wed.PM ☞ Thurs.AM		\$ _____

Food and Entertainment

Coffee Cart 1 Day ☞ \$5,000 3 Days ☞ \$12,000 ☞ Tuesday ☞ Wednesday ☞ Thursday		\$ _____
Conference Delegate Lunch Token Promotion: 1 Day ☞ \$8,500 3 Days ☞ \$20,000		\$ _____
Conference Delegates Refreshment Breaks: 1 Day ☞ \$6,000 3 Days ☞ \$15,000		\$ _____
Cocktail Party: Primary Sponsor 1 Day ☞ \$8,000.		\$ _____

Payment may be made by company check or credit card payable to The RTC Group. Mail checks with registration Attn: ARM Dev. Conf., 905 Calle Amanecer #250 San Clemente, California 92673.

Total Amount of Participation	\$ _____
50% due with registration or April 3rd whichever is the later	\$ _____
Balance due on or before July 1	\$ _____

PO #: _____

I understand that our participation must conform to the terms and conditions provided by the Conference see over.

Signed: _____ Date: _____

Fax completed orders to Cindy Hickson at 866-543-5237
All exhibit space and sponsorships are on a first-come, first-served basis.

Exhibition Terms and Conditions

The following Terms and Conditions govern this contract ("**Contract**") between The RTC Group ("**RTC**")/Convergence Promotions ("**CP**") on ARM 2005 Developers 'Conference ("**the Conference**") and the Exhibitor.

- 1. Acceptance.** Acceptance of this contract by the Conference is effective when RTC/CP receives a returned copy signed by an authorized representative of your company. RTC/CP reserves the absolute right to decline or reject any proposed exhibitor whose products or services do not conform to the Conference's published criteria.
- 2. Exhibition Dates, Location and Times.** The Conference will be held at the Santa Clara Convention Center in Santa Clara, California. The dates of the Exhibition are October 2 through the 4, 2007; specific times will be announced. While the Conference will use reasonable efforts to maintain the location, dates, times and floor plans of the Exhibition, the Conference reserves the right to change any of these at any time and for any reason whatsoever without liability.
- 3. Exhibition Contractor.** All exhibitors must use the contracted Exhibition Contractor, GES Exposition Services. Exhibitor related services such as decoration, furniture rental, signs, cleaning, telephone/Internet wiring, audio visual service and labor are all available through the Exhibition Contractor. An Exhibitor's Kit will be provided before the exhibition with complete details and deadline dates for these optional services.
- 4. Move-in/Move-out.** Move-in, setup, dismantling and removal of property will only be allowed during the posted hours. Any property remaining in the Santa Clara Convention Center after the move out deadline may be removed by the Conference or the Exhibition Contractor. Exhibitor shall be responsible for all costs to remove and store such property. Neither the Conference nor the Exhibition Contractor shall be liable for any casualty, theft, damage, or other loss that may occur to such property during removal or storage.
- 5. Staffing of Exhibition.** Exhibition booths must be staffed at all times during exhibit hours and no Exhibitor will be permitted to pack, remove or otherwise dismantle their booth prior to the close of the exhibition. Any exhibitor breaching this provision may be denied exhibition space in future events by the Conference.
- 6. Booth Space Prices and Payment.** Booth prices are stated on the Exhibition Registration form. 50% of payment is due at the time of registration; the remaining balance is due by August 1, 2007. Payment may be made by credit card or check payable to The RTC Group.
- 7. Booth Space Furnishings and Restrictions.** The basic booth space is a uniform style exhibition booth. Refer to Exhibition Space and Booth example documents for specific details. Additional services may be purchased through the Exhibition Contractor but may not alter the physical booth structure in any way except where noted, i.e. personal company graphics.
- 8. Exhibitor Badges and Registration.** All representatives of the Exhibitor must be registered with the Conference and wear exhibitor badges at all times during the event.
- 9. Exhibitor Attendance During Non-Exhibit Hours.** Exhibitor representatives will not be permitted to enter the exhibition hall earlier than 60 minutes prior to the scheduled opening time for each show day. Exhibitor representatives will also not be permitted to remain in the exhibition hall longer than 60 minutes after the scheduled closing time each show day unless otherwise noted.
- 10. Booth Assignment.** Booth preferences must be specified on the exhibitor registration form. The Conference will make every effort to accommodate requests. Booth space assignment will be indicated on your confirmation. The Conference reserves the right to assign or change any booth assignment as deemed necessary.
- 11. Shipping Instructions.** Information on shipping methods and rates will be provided to all exhibitors in the Exhibitors Kit. All property shipped shall be at the sole risk and expense of Exhibitor. The Exhibition Contractor will provide storage for incoming freight, delivery to booth, removal, storage and return of empty crates, and removal and shipment of outbound freight. All charges are based on inbound weights and must be prepaid. The address on all shipments must include the Exhibitor's name and booth number(s). A pre-determined amount of freight drayage is included with most booth packages. See booth descriptions in sales kit for specific amount. Note – Drayage is the movement of freight to and from the shipping dock to exhibitor booth. Exhibitor is responsible for total weight minus allowance included in booth package.
- 12. Promotional Materials and Marketing Activities.** Exhibitor agrees that the use and distribution of promotional materials at or around the conference area, in exhibit areas or in hotel areas immediately prior to and during the Conference, including, but not limited to flyers, circulars, and souvenirs, is subject to approval by the Conference and must be distributed within the limits of the Exhibitor's booth space. Furthermore, Exhibitor agrees that all marketing activities during the exhibition, including, but not limited to, live demonstrations and the use of costumed representatives are subject to approval by the Conference and must be confined to the limits of the Exhibitor's booth space.
- 13. Endorsements by the Conference.** Unless expressly indicated otherwise, the Conference does not endorse or assume responsibility for any exhibitor and their products and services. Mere participation in the exhibition does not imply such endorsement. As such, Exhibitor understands and agrees that they may not advertise or otherwise represent that the Conference endorses its products and services unless such endorsement does in fact exist. An endorsement by the Conference will only exist if there is writing explicitly indicating endorsement, signed by both parties.
- 14. Right to Eject Exhibitors.** Exhibitor understands and agrees that their attendance and participation at the exhibition must comply with all provisions of this Contract. If the Conference determines Exhibitor is in breach of this Contract, the Conference may terminate this Contract and eject Exhibitor from the exhibit floor without a refund or liability to the Conference. Exhibitor understands that a condition of exhibiting is adhering to proper exhibitor conduct at all times while participating in the event. Proper conduct includes, but is not limited to: exhibitor staying within the confines of his/her designated booth space and not walking the aisles or exhibit floor, occupying another exhibitor's booth, or distributing materials outside the designated booth area. Such activity will be deemed improper conduct and will be grounds for the exhibitor being removed from the exhibit floor at the Conference's sole discretion.
- 15. Audio, Visual and Sound Effects.** Exhibitors with audible sound or devices being utilized which the Conference deems objectionable will be required to discontinue use. The Conference reserves the right to restrict the use of glaring lights or objectionable lighting effects. No unauthorized cameras or videotaping are allowed in the exhibit area. All personnel using photography equipment must be approved and accompanied by a Conference representative.
- 16. Performance of Music; Intellectual Property.** Performance of music at the exhibition, whether recorded, live broadcast or otherwise, which the Conference deems objectionable to other exhibitors, will be required to discontinue use. Exhibitor understands and agrees that Exhibitor is responsible for all costs and licenses to perform such music. Exhibitor shall also be responsible for all costs and licenses to use any other licensed, patented, or copyrighted materials at the exhibition. Exhibitor agrees to indemnify, hold harmless and defend the Conference, its officers, directors, employees and agents from and against any and all claims, liabilities, damages, losses, governmental fines or penalties, and costs or expenses (including court costs, interests, and attorney fees) of any kind whatsoever arising from Exhibitor's breach of this provision.
- 17. Decorations.** The Conference reserves the right to approve and determine final placement, arrangement and appearance of all exhibition decorations. The Conference is not responsible for any costs incurred by Exhibitor that may result from compliance with the Conference directives under this provision.
- 18. Food.** Unless permission is received from the Conference and the Convention Center's exclusive catering service, Exhibitors may not bring food into the exhibit hall area or the hotel.
- 19. Exhibitor Property.** Neither the Conference, the Convention Facility, nor the Official Exhibition Contractor shall be liable for loss or damage to any Exhibitor property in storage, in transit to or from the exhibition building, or while in the Conference building or premises. All property of the Exhibitor shall be deemed to remain under the Exhibitor's custody and control in storage, in transit to or from, and within the confines of the exhibition hall even though it may at times be under the

20. Damage to Exhibit Hall/Convention Facility. Exhibitor shall be responsible for all damage to the Convention facility that is caused from Exhibitor's booth display/contents or the acts and omissions of its representatives, agents, or contractors and will immediately reimburse the Conference for costs incurred as a result of such damage.

21. Security. The Conference may at its sole discretion choose to provide security for the exhibits. Such security is provided solely for the purpose of preventing unauthorized access into the exhibition area, but in no event should it be relied upon as security for the Exhibitor's property. As such, Exhibitor understands and agrees that the Conference is not liable for the acts or omissions of any security service and its employees which is alleged to be the cause of theft, damage or other loss to Exhibitor's property.

22. Cancellation by Exhibitor; Liquidated Damages. While Exhibitor may cancel this Contract at any time, Exhibitor understands and agrees that the Conference will incur damages from the Exhibitor's cancellation. Due to the difficulty of determining such damages, Exhibitor agrees the following is a reasonable estimate of such damages and agrees to pay the following as liquidated damages in the event of Exhibitor's cancellation:

50% of the participation fee – After April 1 2007

75% of the participation fee After June 1 2007

No refund 100% of the participation fee – After July 1 2007

In order for cancellation to be effective, the Conference must be notified in writing and the date of cancellation will be the date the Conference receives such notice.

Cancellations are to be mailed to Cindy Hickson at The RTC Group, 905 Calle Amanecer, Suite 250, San Clemente, CA 92673 USA.

23. Cancellation, Termination or Postponement by the Conference. In the event that any unforeseen occurrence shall render the fulfillment of this agreement impossible by the Conference, the parties shall mutually amend or terminate the agreement at the Conference's option. The Exhibitor hereby waives any claim against the Conference for damages or compensation. If the dates or location are changed by the Conference, Exhibitor shall have the option to accept or reject such modifications. If Exhibitor accepts them, the Conference agrees that it will use its best efforts to give Exhibitor the same or superior location, and other amenities as Exhibitor would have had if there had been no changes. If Exhibitor rejects the modifications, the Conference will refund to Exhibitor 100% of all monies paid by Exhibitor; Exhibitor agrees, however, that it will not seek other damages from the Conference in such circumstances, provided that the refund is made promptly by the Conference.

24. Compliance with All Applicable Rules and Laws. In addition to the provisions of this Contract, Exhibitor agrees to abide by all applicable rules, regulations, and state and local laws that may be applicable, including rules of the Convention Facility and fire and safety regulations.

25. Severability. If any provision or provisions of this Contract are held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

26. Choice of Law. This Contract will be construed under the laws of the State of California.

27. Entirety of Contract. This Contract and all documents incorporated by reference constitute the entire agreement of the parties and may not be modified or amended in any respect whatsoever without the written consent of the Conference.

28. Mediation. The parties shall attempt in good faith to resolve any dispute arising out of or relating to the application/contract by mediation. The mediator will be selected by the parties by mutual agreement. In the event the parties cannot agree on a mediator, each party will name a mediation or alternative dispute resolution company and will instruct the representatives of the chosen companies to jointly recommend a neutral third party to act as mediator. In the event that the dispute remains unresolved after 90 days after appointment of a mediator, the parties shall submit the dispute to arbitration.

29. Arbitration. Any dispute, claim or controversy in law or equity arising out of and between the parties to this application/contract shall be decided by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association. In the event of arbitration, a three-person arbitration panel shall be appointed to settle the matter as follows: each party shall choose a person to serve as an arbitrator and those two arbitrators shall mutually agree to a third person to act as an arbitrator. Judgment upon the award rendered by the arbitrators may be entered in any Court having jurisdiction thereof. All arbitration will be held in Los Angeles, California. The substantially prevailing party, if any, and as determined by the arbitrator, shall be entitled to reasonable attorneys' fees.

30. Insurance. Exhibitor understands and agrees that neither the Conference nor the Conference Facility maintains insurance covering Exhibitor's property and it is the sole responsibility of Exhibitor to obtain sufficient insurance coverage for such property.

31. Outstanding Debts. All outstanding debts owed to the Conference must be paid prior to participation in the exhibition. If such debts remain unpaid at the time of the exhibition, the Conference reserves the right to exclude Exhibitor from the exhibition without liability. Failure of the Conference to exercise rights under this provision will not waive the Conference's right to full collection.

32. Americans with Disabilities Act. Exhibitor warrants that its planned exhibition design and use of booth space at the Conference will be in compliance with the Americans with Disabilities Act ("ADA") and hereby accepts full responsibility for compliance with the ADA. Furthermore, Exhibitor will notify the Conference and the Conference Facility in writing of any disabled person(s) affiliated with Exhibitor who may be attending the Conference and specify the special needs of such person should they exist. Such notice shall be given as soon as Exhibitor learns such person(s) will be attending the Conference.

33. Indemnification; Limitation of Liability. Exhibitor assumes full responsibility for the acts, omissions and conduct of its representatives, agents and contractors and agrees to indemnify, hold harmless and defend the Conference, its officers and directors, employees, and agents from and against any and all claims, losses, damages, governmental fines or penalties, and costs or expenses, including court costs, interest and attorney fees of any kind whatsoever arising from such acts omissions, and conduct except to the extent that such claims, losses or damages are the direct result of the Conference's negligence or intentional acts. In any event, the Conference's liability to Exhibitor under this contract shall be limited to and not exceed the amount of booth fees paid by Exhibitor, except for damages relating to bodily injury or death, which shall not be limited in amount.

Please complete below and return the signed page to the attention of Cindy Hickson, V.P. of Operations, The RTC Group, 905 Calle Amanecer, Suite 250, San Clemente, CA 92673 706-208-9594/phone 866-543-5237/FAX cindyh@rtcgroup.com

I understand and agree that our participation must conform to these terms and conditions provided by the Conference:

Print Name _____ Company: _____

Signature: _____ Date: _____

Contract Accepted by: _____ Date: _____