



**SpringOne 2GX
October 25-28, 2011
Chicago Downtown Magnificent Mile
Application and Contract for Sponsorship and Exhibit Space**

The Company/Division identified below ("Exhibitor") applies to VMware ("Organizer") for sponsorship ("Sponsorship") and exhibit space (the "Space") at the "Event" identified above on the terms and conditions of this "Application" plus the "Terms and Conditions of Participation in Event" on the attached pages (collectively, the "Agreement").

Sponsor/Exhibitor Information

Company/Division:			
Exhibitor Name for Event Guide:			
Address:			
City:	State/Province:	Zip/Postal Code:	Country:
Telephone:	Fax:	URL:	
Primary contact:		Title:	
Email:		Tel:	
Senior/Sales & Marketing contact/title:		Email:	Tel:
PR/Media Relations contact/title:		Email:	Tel:
Accounting contact/title:		Email:	Tel:
Product services to be exhibited:			

Sponsor/Exhibitor Opportunities

We understand that sponsorships are assigned on a first come, first served basis and Organizer is not deemed to have accepted the application until it so states, in writing.

Select Participation Level (please check) *See description of Participation Levels within the SpringOne 2GX Sponsor Prospectus*

- ☐ **Diamond Sponsor** ☐ **Platinum Sponsor** ☐ **Gold Sponsor** ☐ **Silver Sponsor**
☐ **Marketing Promotional Opportunity** (name of MPO(s)) _____

Fee (**Level**): \$ _____ + Fee (**MPO**) \$ _____ = Total (**Level & MPO**) \$ _____

All fees are deemed fully earned and non-refundable when due, unless Application is denied. Exhibitor may not assign or transfer any portion of its interest in this agreement.

Please make check payable to:

VMware, Inc.
Department CH10806
Palatine, IL 60055-0806
Check No.: _____

Purchase Order No.: _____

To pay via bank wire (please include sender and SpringOne 2GX 2011 with payment information):

Bank: Silicon Valley Bank Account - #: 3300470372 - ABA Routing #:121140399 - Swift Code: SVBKUS6S

After receipt of this signed agreement, Organizer will issue an invoice showing payment due or acknowledging receipt of payment.

Exhibitor understands that this Agreement becomes a binding contract as of the date of the Application, if accepted by Organizer. Exhibitor agrees to abide by the terms and conditions of this Agreement that are provided to it in conjunction with this application.

Exhibitor has read and agrees to the terms of this Agreement and agrees to pay the Sponsorship Fee. Exhibitor also understands that, pursuant to the terms and conditions to this Agreement, Exhibitor must provide written confirmation of its having obtained liability insurance for Organizer on Exhibitor's policy for liability insurance for participation in the Event, in order for Organizer to accept Exhibitor's Application. Exhibitor must provide such proof of insurance to Organizer at the time Exhibitor submits this Application to Organizer. The person signing below declares under penalty of perjury under the laws of the State of California that he or she is authorized to execute this Agreement on behalf of the Exhibitor.

For Exhibitor:

Authorized Signature: _____ Date: _____

Name (printed): _____ Title: _____



SpringOne 2GX Terms and Conditions of Participation in Event

- 1) **ACCEPTANCE BY ORGANIZER.** Exhibitor's participation in the Event is subject to Organizer's approval. **No contract is created until the Application is accepted by Organizer.** Organizer may withdraw its acceptance at any time by refunding the Total Sponsorship Fee paid if Organizer, in its sole discretion, determines that Exhibitor or its product is ineligible. Organizer makes no warranties regarding the number of persons who will attend the Event. Event dates, hours, and venues may be modified. Exhibitor shall be notified in writing of any such modification.
- 2) **ASSIGNMENT AND USE OF SPACE**
 - a) **Benefits and License Grant.** Organizer will provide exhibit space (the "Space") at the Event for Exhibitor to display its qualified products and services (the "Sponsorship"). The Total Sponsorship Fee includes use of the Space and any other benefits as specified in the Application or in the Exhibitor Services Manual as amended from time to time (the "Manual"). Exhibitor grants to Organizer the right to use Exhibitor's name, logo, and employees in connection with the promotion and production of the Event.
 - b) **Space Assignment, Use, Installation, Occupancy, and Dismantling.** The location and amount of Space provided to Exhibitor will be determined by Organizer. Organizer may reassign the Space or alter Event layout or venue at any time. The space is for Exhibitor's use only, and Exhibitor may not assign or sublease any portion of the Space or Sponsorship (including to an affiliated company) without Organizer's prior written consent. Exhibitor's activities must be confined within the Space, and must be in support of products or services identified in the Application and directly related to Exhibitor's normal business activities. Organizer may refuse permission to exhibit any products or services Organizer deems objectionable, unsuitable or inconsistent with the goals of the Event. At the Event, Exhibitor may not exchange goods or money without Organizer's prior written consent, and Exhibitor may not assist any other party in soliciting business without Organizer's prior consent.
 - c) **Own Risk.** Exhibitor 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 Exhibitor's Space are deemed the invitees or licensees of Exhibitor and are not the invitees or licensees of Organizer.
 - d) **Third Party Contractors.** Organizer may require Exhibitor to use designated third-party contractors to provide certain services ("Required Contractors"), and Exhibitor must then use only the Required Contractors for such services. 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.
 - e) **Other Events and Marketing.** Exhibitor agrees that it may not use any Organizer event to leverage or promote any other event in which Exhibitor 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 of any event similar to the Event that is the subject of this agreement, other than Exhibitor's participation in the Event under this Agreement. During the Event, Exhibitor may not promote its products or organization within 500 yards of any Event locations, except (i) in advertising contained in periodicals or similar regularly published media, or (ii) as permitted by this Agreement or by Organizer in writing.
 - f) **Other Event Payments.** Organizer may apply any payments made by Exhibitor under this Agreement to any obligation that is past due under any other event-related agreement between Exhibitor and Organizer, in which case Organizer will notify Exhibitor of such application.
- 3) **COMPLIANCE WITH LAWS AND RULES**
 - a) **Laws and Rules.** Exhibitor must comply with all applicable laws, regulations, ordinances and Manual in connection with its participation in the Event, including but not limited to rules of the venue and any relevant labor union, construction of the Exhibit in compliance with the Americans With Disabilities Act or its local equivalent (e.g., the California Fair Employment and Housing Act), and the terms, conditions, and rules issued by Organizer from time to time in connection with the Event.
 - b) **Third-Party Proprietary Rights.** Exhibitor agrees 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.
 - c) **Taxes and Licenses.** Exhibitor is solely responsible for obtaining any licenses and permits, and payments 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.
- 4) **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, wartime, acts of God, acts of terrorism, venue construction, insufficient participation, market fluctuations, government regulation, or similar reasons, in which case Organizer will refund to Exhibitor any space fees already paid to Organizer that have not yet been expended on behalf of Exhibitor, after which Exhibitor will have no further recourse against Organizer.
 - b) **Termination.** Organizer may take possession of the Space and terminate Exhibitor's participation in the Event upon Exhibitor's failure to meet any obligations under the Agreement, including but not limited to Exhibitor's failure to: (a) pay for the Space or related services, (b) set up its Exhibit, (c) maintain all exhibited products in good working order, (d) staff the Space fully and in a timely manner, or (e) meet Organizer's standards of conduct (including, but not limited to, engaging in violent, illegal, threatening, or discriminatory conduct). All payments to Organizer are deemed fully earned and non-refundable when due. The amounts due from Exhibitor under this Agreement as of the effective date of any termination belong to Organizer and represent an agreed measure of compensation, and are not to be deemed or construed as a forfeiture or penalty.



- 5) **PAYMENT.** Company's payment is due upon the earlier of (i) thirty (30) days from date the Agreement is signed by Exhibitor or (ii) immediately if within thirty (30) days from the start of publicly stated Event dates. Payment must be received in full by Organizer before the start of publicly stated Event dates in order to participate or exhibit in Event. Organizer reserves the right to decline or terminate Company's Agreement if payment is not received within the parameters stated above.
- 6) **ORGANIZER MATERIALS.** The Manual and any other methodologies and planning materials distributed to Exhibitor related to the planning or execution of the Event ("Organizer Materials") are owned exclusively by and are confidential information of Organizer. Organizer grants to Exhibitor a nontransferable, nonexclusive license, on an "AS IS" basis to use such Organizer Materials solely in connection with Exhibitor's participation in the Event. Exhibitor is responsible for obtaining the Manual from Organizer. Upon completion of the Event or earlier termination of this Agreement, Exhibitor must promptly return the Organizer Materials, including the Manual, to Organizer upon Organizer's written request. Exhibitor may use, but may not sell, lists of Event exhibitors or attendees without Organizer's prior written permission.
- 7) **LIMITATION OF LIABILITY; INDEMNITY**
- a) Under no circumstances will Organizer, its affiliated entities and individuals, or the venue of the Event and its affiliated entities and individuals (the "Event Providers") be liable for lost profits or other indirect, incidental, consequential, or 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 VMware, Inc.'s or Organizer's liability hereunder, or otherwise in connection with the Event, exceed the amount actually paid to it by Exhibitor for the Space. Organizer is not liable for any errors in any listing or descriptions or for omitting Exhibitor from the Event show guide or other materials.
- b) None of the Event Providers are liable to Exhibitor for any damage, loss, harm, or injury to the person, property, or business of Exhibitor, 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 Providers against whom liability is sought to be assessed.
- c) Exhibitor 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) Exhibitor's construction or maintenance of an unsafe Exhibit, (ii) the negligence or misconduct of Exhibitor or its agents, and/or (iii) Exhibitor's breach of any commitment made hereunder. Exhibitor must maintain proper insurance coverage for its property and liability, and Exhibitor represents and warrants that it has obtained adequate insurance of at least USD\$1,000,000 to cover its potential liability hereunder. Exhibitor agrees to furnish Organizer an insurance certificate reasonably acceptable to Organizer, which names Organizer as insureds under the contract of insurance. If Exhibitor fails to provide Organizer with proof of its having obtained insurance coverage for Organizer by October 18, 2011. Organizer, in its sole discretion, may terminate this Agreement with Exhibitor. In such a circumstance, the Total Sponsorship Fee shall not be refunded.
- d) Exhibitor shall be fully responsible to pay for any and all damages to property owned by the Chicago Downtown Magnificent Mile, its owners or managers, which results from any act or omission of Exhibitor. Exhibitor agrees to defend, indemnify and hold harmless, the Chicago Downtown Magnificent Mile, its owners, managers, officers or directors, agents, employees, subsidiaries and affiliates, from any damages or charges resulting from Exhibitor's use of the property. Exhibitor's liability shall include all losses, costs, damages, or expenses arising from or out of or by reason of any accident or bodily injury or other occurrences to any person or persons, including the Exhibitor, its agents, employees, and business invitees which arise from or out of the Exhibitor's occupancy and use of the exhibition premises, the Hotel or any part thereof.
- 8) **RELEASE.** Exhibitor acknowledges that the Event may be recorded or reproduced, and hereby authorizes Organizer and its designees to record, transcribe, modify, reproduce, perform, display, transmit and distribute 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. Exhibitor 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.
- 9) **MISCELLANEOUS.** This Agreement will constitute the entire agreement between Exhibitor 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 of Organizer. 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 rights or responsibilities hereunder 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 laws of the State of California, excluding its conflict of law rules. 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. Exhibitor 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 circumstance Exhibitor must guarantee performance of the assigned obligations. This Agreement is binding upon the heirs, successors, and permitted assigns of Exhibitor.

Sponsor/Exhibitor Initials _____