.org Pavilion® Contract

August 15-17, 2006
Moscone Center
San Francisco, CA

Complete and return this contract promptly to ensure the best exhibit location. **Space is on a first come, first served basis**. Upon assignment of space, a countersigned copy of this contract will be returned for your files.

Contract for Exhibit Space
This contract for exhibit space in the .org Pavilion will become a binding contract upon acceptance and is based upon the event floor plan, rates, rules governing the event, and general information which are included with this contract and the service manual.

LinuxWorld Conference & Expo ("LinuxWorld") reserves the right to cancel and/or reassign an exhibitor's booth space for non-compliance of this contract. This cancellation does not relieve Exhibitor or Sponsor from the contract payment terms within this contract.

Completed contracts may be mailed or faxed to:
Alison Dwelley
IDG World Expo
c/o LinuxWorld .org Pavilion
3 Speen Street, Suite 320
Framingham, MA 01701
Phone: +1.508.424.4834   Fax: +1.508.620.6690

The following criteria must be met to be eligible for participation in the .org Pavilion:
- Your Web address must end in .org,
- Your business must be a not-for-profit organization; however, you may receive donations to support your operations, and
- Your mission must be to support the Linux and Open Source community/projects in promoting the acceptance, use of, and free distribution of Linux and Open Source operations systems.

.org participants can be:
- **A Web site,**
- **A research and development group,**
- **A radio program,**
- **A newsletter, and/or**
- **A not-for-profit distributor of Linux**

LinuxWorld will provide:
- 10' x 10' space on the show floor in a designated area with pipe and drape ($6,000 value),
- 7" x 44" ID sign,
- One 500 watt electricity drop,
- One Internet drop – 200 kbs shared service,
- One 6' covered and draped counter,
- One 6' covered and draped table,
- Two stools,
- One wastebasket,
- Carpet in show color,
- Nightly booth cleaning,
- Exposure in future print and Web marketing materials (as schedule permits),
- Access to press lists and attendee lists, and
- One hundred free Expo passes for your customers.

Please Note: shipping, material handling, phone, lead retrieval, and other furniture are not included.

To Be Completed by Exhibitor (print or type)

Exhibiting Company (Print name as to appear in literature): _____

Primary Contact Name _____ Title _____

Address _____

City _____ State/Province _____ Zip/Postal Code _____ Country _____

Phone _____ Fax _____

E-mail _____ Company URL _____

I have read and understand all the rules and terms and conditions, including those on the reverse page, set forth by LinuxWorld Conference & Expo, and agree to abide by them. I understand that this is a legally binding contract and warrant and represent I have the authority to bind my company to the terms and conditions contained herein.

Authorized Signature _____ **Date** _____

Print Name _____ **PO#** _____

DO NOT FILL IN BELOW THIS BOX

Accepted for LinuxWorld Conference & Expo _____

Booth Assigned – No. _____ Size _____ Date _____

PO# _____ Total Price _____ Deposit Received _____

IDG WORLD EXPO

Rules Governing the Event

1. **Location of Event**. The event will be held at the Moscone Center, San Francisco, California.

2. **Subleasing.** Exhibitor or Sponsor may not sublet its exhibit space or sponsorship, nor any part thereof, nor exhibit, offer for sale, or advertise articles not manufactured or sold by the exhibiting company, except where such articles are necessary for proper demonstration or operation of Exhibitor's or Sponsor's display, in which case the identification shall be limited to the manufacturer's normal, regular nameplate, or Exhibitor or Sponsor participates in LinuxWorld's Business Partner Program. Exhibitor or Sponsor may not permit non-exhibiting company representatives to operate from its booth. Rulings of LinuxWorld shall, in all instances, be final with regard to use of exhibit space.

3. **Occupancy Default.** Any Exhibitor failing to occupy space contracted for shall not be relieved of the obligation of paying the full rental charge of such space. If not occupied by the end of the published move in time, specified in the service manual, such space may be taken by LinuxWorld, and reallocated or reassigned for such purposes or use that LinuxWorld may see fit.

4. **Eligibility**. LinuxWorld has the sole right to determine the eligibility of any company or product for inclusion in the event.

5. **Cancellation or Change of Event**. In the event that the premises in which the event is conducted should become unfit for occupancy or substantially interfered with by reason of any cause or causes not reasonably within the control of LinuxWorld or its agents, the event may be canceled or moved to another appropriate location, at the sole discretion of LinuxWorld. LinuxWorld shall not be responsible for delays, damage, loss, increased costs, or other unfavorable conditions arising by virtue of cause or causes not reasonably within the control of LinuxWorld. Causes for such action shall include, but not limited to, fire, casualty, flood, epidemic, earthquake, explosion, accident, blockage, embargo, inclement weather, governmental restraints, act of public enemy, riot or civil disturbance, impairment or lack of adequate transportation, inability to secure sufficient labor, technical or other personnel, municipal, state or federal laws, or act of God. Should LinuxWorld terminate this contract pursuant to the provisions of this section, Exhibitor or Sponsor waives claims for damage arising therefrom. Refunds in the event of termination shall be made to exhibitors or sponsors in the amount of original exhibit or sponsorship fee less pro rata adjustment based on LinuxWorld costs incurred from staging the event.

6. **Limitation of Liability**. Exhibitor or Sponsor agrees to make no claim for any reason whatsoever against LinuxWorld for loss, theft, damage, or destruction of goods; nor for any injury, including death, to himself, employees, agents, or representatives; nor for any damage of any nature, including damage to its business for failure to provide exhibit space or sponsorship; nor for failure to hold the event as scheduled; nor for any action or omission of LinuxWorld. Exhibitor or Sponsor is solely responsible for its own exhibit or sponsorship material and products, and should insure exhibit and products from loss or damage from any cause whatsoever. It is understood all property of Exhibitor or Sponsor is in its care, custody, and control in transit to, or from, or within the confines of the exhibit hall. LinuxWorld shall bear no responsibility for the safety of the Exhibitor or Sponsor, its personnel, employees, agents or representative, or personal property.

7. **Installing, Exhibiting, Dismantling**. Hours and dates for installing, exhibiting, and dismantling shall be those specified by LinuxWorld. Exhibitor or Sponsor shall be liable for all storage and handling charges resulting from failure to remove exhibit or sponsorship material from the event before and after the specified conclusion of the dismantling period set by LinuxWorld.

All Exhibitors and Sponsors shall abide by the event hours. No Exhibitor shall be allowed to dismantle their booth prior to the closing of the event on August 17, 2006, at the published time. This includes any type of packing such as the packing of brochures, taking down signs, etc. If Exhibitor is found dismantling their booth, measures deemed necessary by LinuxWorld will be taken in order to stop the process.

8. **Cancellation by Exhibitor or Sponsor**. An Exhibitor or Sponsor may cancel out of the LinuxWorld at any given time. LinuxWorld must receive a written notification of the cancellation by registered or certified mail. If notification is received prior to or on May 19, 2006, 50% of the contracted amount canceled is due and non-refundable. If notification is received after May 19, 2006, 100% of the contracted amount canceled is due and non-refundable. The appropriate payment must be received within 15 days of cancellation. **Both the Exhibitor or Sponsor and LinuxWorld specifically recognize and acknowledge that LinuxWorld will sustain certain losses if the Exhibitor or Sponsor cancels the contract after its execution. The parties agree that LinuxWorld will incur losses that cannot be precisely determined due to the difficulty if not impossibility of determining such losses. Accordingly, Exhibitor or Sponsor agrees to the cancellation policy set forth above.** In the event of either full or partial cancellation by Exhibitor or Sponsor, LinuxWorld reserves the right to reassign canceled exhibit space or sponsorship.

9. **Laws**. This contract shall be constructed, governed, and enforced in accordance with the laws of the Commonwealth of Massachusetts and its courts. In the event that LinuxWorld needs to bring a suit to enforce any of its rights outlined, LinuxWorld shall be entitled to recover all costs from the suit (including attorney's fee).

10. **Insurance**. The Exhibitor or Sponsor and exhibitor or sponsor appointed contractor agree to obtain via their means adequate personal and property damage liability (general liability) and worker's compensation insurance. The insurance is also to include adequate fire and theft coverage for Exhibitor's or Sponsor's owned or leased property while in premises at the event. The insurance will name IDG World Expo, International Data Group, their officers, agents, directors, and employees as additional insureds. The exhibitor or sponsor appointed contractor agrees to furnish a Certificate of Insurance to LinuxWorld within 30 days prior to occupancy. The insurance is to cover the full period of occupancy in the facility. The Exhibitor or Sponsor is required to supply LinuxWorld a Certificate of Insurance upon request.

11. **Booth Construction**. The Exhibitor or Sponsor will abide by all regulations set forth by LinuxWorld, the facility, local safety, and fire regulations. The LinuxWorld service manual provides detailed information on these regulations. The Exhibitor's or Sponsor's approval and/or compliance with regulations does not guarantee LinuxWorld approval or opinion on the structural

safety of the display. LinuxWorld does NOT allow inflatable booth displays. The Exhibitor and its display company become solely liable for the safety of the exhibit.

The Exhibitor or Sponsor hereby represents to LinuxWorld that the Exhibitor or Sponsor has taken all precautions necessary to ensure the structural integrity of its exhibit design and the proper construction and safety of the exhibit itself when constructed. This may include obtaining a certification from a registered structural engineer (if reasonably available). This certification may be furnished to LinuxWorld by request. The Exhibitor or Sponsor accepts responsibility for any personal injury or property damage that may result directly or indirectly from the collapse of its exhibit or any portion of the exhibit or the existence of any other unsafe condition at its exhibit. Exhibitor or Sponsor hereby agrees to hold harmless IDG World Expo, its officers, employees, directors, partners, agents, representatives, parent, affiliates, subsidiary companies, the exhibition facility, and others lawfully on the exposition floor, from and against any claim, loss, liability, or damage suffered as a result of any claim made in connection with the exhibit construction of an unsafe exhibit.

12. **Noise Policy**. LinuxWorld reserves the right to restrict sounds from any source, which interferes with activities in neighboring booths. A maximum of 85dB will be maintained on the show floor at all times. Exhibitors may not exceed a maximum sound level of 85dB at a distance of ten feet (10') from the source. **If Exhibitor exceeds an acceptable sound level and LinuxWorld's request to lower said level goes unheeded, LinuxWorld has the option to disconnect electrical power to that booth.**

13. **Food Service**. The Moscone Center's food service is the exclusive provider of food, beverage, and catering services within the entire facility.

14. **Americans With Disabilities Act (ADA)**. Exhibitors or Sponsors must be in full compliance with the Americans With Disabilities Act. Exhibitors or Sponsors agree to indemnify and hold harmless IDG World Expo, its officers, employees, directors, agents, representatives, parent, affiliates, or subsidiary companies from any claim or liability that may result from Exhibitor's or Sponsor's failure to comply fully with the ADA.

15. **Patent, Copyright, Trademark, or Trade Secret**. Exhibitor or Sponsor agrees to hold IDG World Expo, its officers, employees, directors, agents, representatives, parent, affiliates, or subsidiary companies, harmless from all loss, cost claims, causes of action, obligations, suits, damages, liability, expenses, and costs, including reasonable attorney's fees arising from or out of any violation of infringement (or claimed violation of infringement) by Exhibitor or Sponsor, Exhibitor's or Sponsor's agents or employees of any patent, copyright, trademark, or trade secret rights or privileges.

16. **Event Guide**. Advertisers in LinuxWorld's guide **must** be an exhibitor or sponsor in LinuxWorld. If the advertiser cancels its exhibit space or sponsorship in LinuxWorld, it will also have its advertising space in the LinuxWorld guide cancelled. LinuxWorld reserves the right to reject, discontinue, or omit any advertisement in the LinuxWorld guide or any part thereof.

17. **Attendance**. Admission policies shall remain, at all times, the prerogative of LinuxWorld, and may be revised or amended to suit unforeseen conditions.

18. **Booth Personnel**. Exhibitor representatives are restricted to personnel engaged in the display, demonstration, application, or sale of the company's product or services. Booth personnel shall wear "exhibitor" badge identification furnished by LinuxWorld at all times while they are in the exhibit area. All other employees and representatives of exhibiting companies must register as Show Attendees. LinuxWorld reserves the right to restrict or limit the number of booth representatives. All exhibits must have personnel present during show hours.

19. **Display**. LinuxWorld shall have full authority for approval of arrangement and appearance of items displayed. LinuxWorld may, at its discretion, require the replacement, rearrangement, or redecoration of any item or any booth, and no liability shall attach to LinuxWorld for costs that may evolve upon Exhibitor thereby. Exhibitors with special backgrounds or side dividers must make certain that such material is finished in such a manner as to not be unsightly to exhibitors in adjoining booths. If such surfaces remain unfinished two hours prior to the scheduled opening of the event, LinuxWorld shall authorize the official decorator to amend the necessary area at Exhibitor's expense.

20. **Exhibitor Representative's Responsibility**. Exhibitor or Sponsor agrees to indemnify IDG World Expo, its officers, employees, directors, representatives, parent, affiliate, or subsidiary companies against and hold it harmless for any claim, suit, damage, loss, or expense (including reasonable attorney's fees) arising out of the acts of negligence or willful misconduct of Exhibitor or Sponsor, Exhibitor's or Sponsor's agents, employees, or representatives.

21. **Waiver of Rights**. Any rights of LinuxWorld under this contract shall not be deemed waived in any manner except as specifically waived in writing and signed by an authorized officer of LinuxWorld.

22. **Relocation and Floor Plan Revisions**. LinuxWorld retains the exclusive right to revise the event floor plan and/or move assigned exhibitors as necessary.

23. **Agreement to Rules**. Exhibitor or Sponsor, for himself or itself, his or its personnel, employees, agents or representatives, agrees to abide by the foregoing rules and those provided and contained in this contract and the service manual, and by any amendments and additional rules that may be put into effect by LinuxWorld.

24. **Security**. LinuxWorld will provide perimeter guard service on the perimeter of the exhibit hall(s) during the hours the exhibit area is closed for move-in, show days and move-out. However, the Exhibitor or Sponsor is solely and fully responsible for its own exhibit or sponsorship material and should insure its exhibit against loss or damage from any cause whatsoever. All property of Exhibitor or Sponsor is understood to remain in its custody, and control in transit to or from or within the confines of the exhibit hall. Exhibitor or Sponsor is responsible for its own safety, health, liability, fire, theft, earthquake, and any other types of damages. Exhibitor or Sponsor is solely responsible for providing insurance for these damages. LinuxWorld assumes no responsibility nor liability.