

IDUG 30th Anniversary 2018 Exhibit and Marketing Opportunities

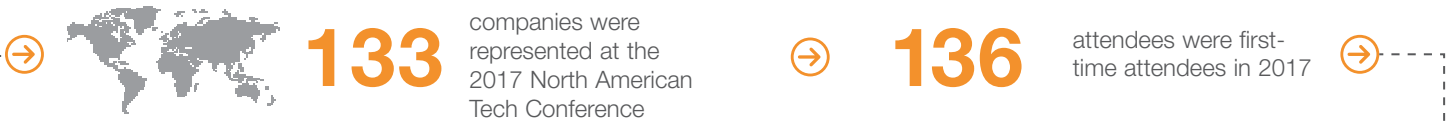
Your Expertise, Our Audience.

follow us on

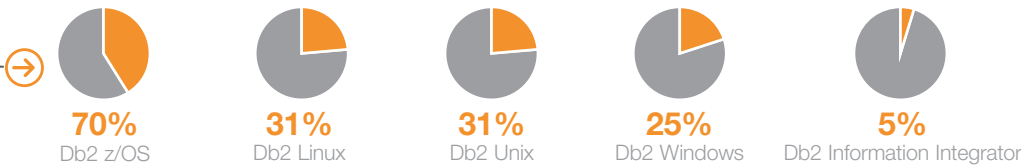


Who are IDUG North American Tech Conference Attendees

Top Five Industries



Top five types of Db2 Attendees Use



Tracks at 2017 North American Tech Conference included:

z/OS
LUW

At the Exhibit Hall

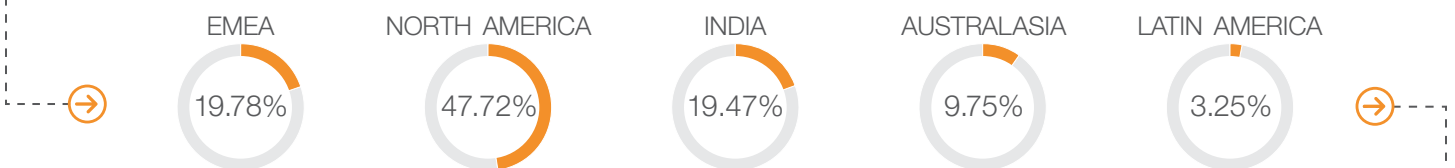


What is IDUG?

The International Db2 Users Group (IDUG®) is the leading independent, user-driven community that provides a direct channel to thousands of professional Db2 users across the globe.

IDUG HAS MORE THAN
7,000
MEMBERS GLOBALLY

IDUG has regional user groups in more than **41** countries around the world



MEMBERS HAVE BEEN USING Db2 FOR:



IDUG North American Tech Conference Sponsor Benefits At-A-Glance Philadelphia

CORE BENEFITS	PLATINUM \$25,000+ USD PER EVENT	GOLD OVER \$17,500 USD PER EVENT	SILVER OVER \$12,500 USD PER EVENT	BRONZE STARTS AT \$7,000 USD PER EVENT
One Vendor Solution Presentation (VSP)	✓	✓		
Recognition in the General Session	✓	✓	✓	✓
Logo on Sponsor Signage	✓	✓	✓	✓
Recognition on the Db2 Tech Conference Website	✓	✓	✓	✓
Partner Ribbons for Staff to Wear at Event	✓	✓	✓	✓
Listing in the Vendor Directory	✓	✓	✓	✓
Registration Bag Insert (provided by sponsor)	✓	✓	✓	
Mailing List of Conference Attendees (delivered post-event)	✓			
Year-Round Benefits				
Rotating Web Banner on Homepage	12 months	6 months	3 months	1 month

Visit www.IDUG.org/Partner for more information

Please note: You must be a current IDUG Vendor Member to participate in any 2018 IDUG exhibit, sponsorship or advertising opportunity. Dues are \$250 USD annually.



Exclusive 30th Anniversary Sponsorship Opportunities

Commemorative 30th Anniversary Registration Bag	Your company name and logo prominently displayed on the registration bag each attendee receives at registration.	\$6,000
Commemorative 30th Anniversary Coffee Mug + Coffee Break	Attendees will enjoy complimentary coffee drinks courtesy of your company. Coffee mugs imprinted with your logo are also included.	\$2,750
30th Anniversary Notebook	Your company name, logo and/or website prominently displayed on a commemorative notebook that is distributed to each attendee in their registration bag.	\$3,500
IDUG 30th Anniversary Reception	Connect with IDUG BOD, Past Presidents and special invited guests during the IDUG 30th Anniversary Reception. (2) representatives from your company may attend.	\$5,000

Enhance Your Visibility in North America

Additional Opportunities for Sponsorship Investment Dollars, or À la carte Opportunities

Showcase Your Brand	
Passport to Prizes	\$400 USD
Keynote Chair Drop	\$1,500 USD
Registration Insert	\$1,500 USD
Banner	\$1,500 USD
Attendee Pens (Exclusive)	\$1,500 USD
Logo in IDUG Pocket Guide (exclusive)	\$4,000 USD
Badge Holder (exclusive)	\$4,500 USD
Water Bottles*	\$4,500 USD
Network	
2nd Exhibit Hall Reception	\$4,000 USD
Lunch Sponsorship	\$3,500 USD
Photo Booth in Exhibit Hall	\$5,000 USD
Share Knowledge	
Pre-Conference Email to All Attendees (limit 5)	\$1,500 USD
Hotel Room Literature Drop	\$4,000 USD

Many offerings are available on a first-come, first-served basis. Contact our sales team to learn more about these opportunities, and claim yours today.

*Designates new offering.

2018 IDUG 30th Anniversary North American Tech Conference

Exhibit Application



Please print or type neatly

Full Company/Organization Name			
Fulfillment Contact First Name	Last Name	Title	
Address			
City	State/Province	ZIP/Postal Code	Country
Telephone	Fax		
Email	Web Address		

IDUG Annual Membership Dues

One membership at \$250 USD per year (waived if vendor distributes dedicated broadcast emails promoting the event to customers based on IDUG approval six (6) weeks out)

Membership Information (Please check one)

- Founding Vendor and Charter Vendor Member (Charter Vendor members have paid lifetime dues)
- Current Vendor Member (Annual membership dues must have been paid in full since November 2017)
- New/Renewing Vendor Member (Annual vendor membership dues are \$250 USD per company; payment must accompany this form)

TOTAL for Membership USD \$ _____

Exhibit Information

Early Fee (Postmarked before January 26, 2018)

- 10' x 10' booths at \$2,900 USD per booth = _____

Regular Fee (Postmarked on or after January 26, 2018)

- 10' x 10' booths at \$3,300 USD per booth = _____

TOTAL for Exhibit Booth(s) USD \$ _____

*Please note: Fee is for exhibit space only. Any booth furnishings, carpet and electric require an additional fee.

Booth Location: (Floorplan available at www.IDUG.org.)

1st choice _____ 2nd choice _____ 3rd choice _____ 4th choice _____

Names of companies I prefer **NOT** to be adjacent to (as time and space availability allows):

Vendor Solution Presentations (VSPs)

- VSPs at \$2,000 USD per presentation (limit three; if available, additional VSPs can be requested after February 9, 2018)

My preferred day for the Vendor Solution Presentation is (check one):

- Wednesday Thursday

TOTAL for Vendor Solution Presentations USD \$ _____

Cancellations

Vendor conference participation cancellations must be received in writing prior to the beginning of the event. Cancellation penalties will apply in accordance with the schedule outlined in Rule #3 of the Vendor Participation Rules & Regulations.

Payment Information

Total Due \$ _____

- Check/Check Number: _____
Make check payable to IDUG. Include copy of invoice or contract.
- Credit card
Please do not provide credit card information on this contract.
Upon receipt of this contract, IDUG will email an invoice with credit card processing information.
- Wire Transfer
Please send wire transfer payments to:
Bank Name: Private Bank and Trust Company
Address: 120 S. LaSalle, Chicago, IL, 60602, USA
ABA#: 071006486
SWIFT ID: PUTBUS44
International Db2 Users Group
Account Number: 0002258586

Signature Agreement

In accordance with the provisions of the enclosed Rules & Regulations governing participation at the 2018 IDUG North American Tech Conference, the undersigned hereby makes an application for conference participation which, when accepted by IDUG and accompanied by payment, becomes a binding contract. The undersigned also acknowledges that they have read and will abide by the enclosed Vendor Participation Rules & Regulations. (Please forward the Vendor Participation Rules & Regulations to the person(s) in charge of your participation at this conference.)

Acknowledged by: _____

Date: _____

For (Company Name): _____

Contact Information

If you have any questions concerning the information provided in this prospectus, please contact **Stuart Lawry** at IDUG Headquarters **+1.312.673.5440; Fax: +1.312.673.6802; Email: slawry@idug.org**

Return this application with your payment to:

IDUG General • 8310 Solutions Center • Chicago, IL 60677-8003, USA • **Or** fax to +1.312.673.6802, Attn: Stuart Lawry

OFFICE USE ONLY:

Date received _____ Assigned Booth # _____

2018 IDUG 30th Anniversary North American Tech Conference Sponsorship Application



Please print or type neatly

Full Company/Organization Name _____

Fulfillment Contact First Name _____

Last Name _____

Title _____

Telephone _____

Email _____

Sponsorship Levels

Choose desired Sponsorship Level, then choose sponsorship opportunities

- Platinum Sponsorship \$25,000+ USD
- Gold Sponsorship over \$17,500 USD
- Silver Sponsorship over \$12,500 USD
- Bronze Sponsorship starts at \$7,000 USD

Sponsorship Opportunities

Choose any combination of the *à la carte* sponsorships you would like to purchase to correspond with your sponsorship level (see the enhance your visibility grid).

Sponsorship opportunities are available on a first-come, first-served basis.
All Sponsorships are co-sponsored with IDUG.

1st choice _____ = \$ _____

2nd choice _____ = \$ _____

3rd choice _____ = \$ _____

4th choice _____ = \$ _____

5th choice _____ = \$ _____

Cancellations

Vendor conference participation cancellations must be received in writing prior to the beginning of the event. Cancellation penalties will apply in accordance with the schedule outlined in Rule #3 of the Vendor Participation Rules & Regulations.

Payment Information

Total Due \$ _____

- Check/Check Number: _____
Make check payable to IDUG. Include copy of invoice or contract.
- Credit card
Please do not provide credit card information on this contract.
Upon receipt of this contract, IDUG will email an invoice with credit card processing information.
- Wire Transfer
Please send wire transfer payments to:

Private Bank

International Db2 Users Group
Account: 2258586
Bank Name: Private Bank and Trust Company
Address: 70 W. Madison, Chicago, IL, 60602, USA
SWIFT: PUTBUS44
ABA#: 071006486

Signature Agreement

In accordance with the provisions of the enclosed Rules & Regulations governing participation at the IDUG 2017 Db2 North American Tech Conference, the undersigned hereby makes an application for conference participation which, when accepted by IDUG and accompanied by payment, becomes a binding contract. The undersigned also acknowledges that they have read and will abide by the enclosed Vendor Participation Rules & Regulations. (Please forward the Vendor Participation Rules & Regulations to the person(s) in charge of your participation at this conference.)

Acknowledged by: _____

Date: _____

For (Company Name): _____

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Return this application with your payment to:

IDUG General • 8310 Solutions Center • Chicago, IL 60677-8003, USA • Or fax to +1.312.673.6802, Attn: Stuart Lawry

OFFICE USE ONLY:

Date received _____

Assigned Booth # _____

IDUG® 2018: Vendor Participation Rules & Regulations



- **Please read these Rules & Regulations carefully before signing the IDUG Vendor Application.**
- **After completing the application, please forward these Rules & Regulations to the person(s) in charge of your participation at this conference.**
- **Vendors/consultants shall conduct themselves in an ethical manner at all times and adhere to these Rules & Regulations.**
- **IDUG reserves the right to deny admittance to the conference to any and all vendors/consultants who fail to comply.**
- **Any monies due to IDUG from previous participation must be paid in full prior to IDUG confirming future participation at any of IDUG's conferences.**

The Spirit of IDUG has supported and nurtured a relationship with the vendor community to provide an optimal forum in which to promote education and the exchange of technical information. To further support the vendor community and the exchange of technical information, IDUG has amended the regulation governing the display and discussion of vendor products to read: "In a Vendor Solution Presentation, or in the exhibit hall, a vendor may openly discuss any product the company sells, except any database engine other than Db2." At conferences, IDUG expects vendors to subscribe to high professional standards. IDUG also anticipates vendors' cooperation in making a collaborative effort to achieve our educational and networking goals, as well as to support the best interests of the organization.

CONTRACT RULES & REGULATIONS

1. Assignment of Vendor Exhibit Space

IDUG reserves the right to exercise its sole discretion in the acceptance or refusal of applications. Charter vendor members receive first choice in selection of space and Vendor Solution Presentations. Charter vendor members' Conference Participation Applications, including VSPs, must be received no later than the Charter vendor member deadline date to be eligible for the initial vendor assignments. After this date all applications received will be recorded in order of receipt and, insofar as possible, space will be assigned on a first-come, first-served basis. In the event of a conflict regarding space or other imperative conditions, IDUG shall have the right to assign space or rearrange the floor plan and/or relocate any exhibit at any time before or during the conference.

1A. Assignment of Vendor Sponsorship Opportunities

IDUG shall assign all sponsorship opportunities based on the order in which requests are received until the Charter Vendor member deadline date. Charter Vendor Member Dates are as follows:

2018 IDUG North American Tech Conference:
April 29 - May 3, 2018

IDUG Db2 Australasia Tech Conference:
TBD

IDUG Db2 European Tech Conference:
TBD

After this date, a second and third sponsorship may be purchased, based on the order in which requests for additional sponsorship opportunities are received, subject to availability. IDUG reserves the right to cancel all or part of a sponsorship should the sponsor act outside of IDUG guidelines/approval. Companies are required to purchase exhibit space or a display table at the IDUG Products & Services Exhibition in order to be eligible for sponsorship and advertising opportunities at IDUG events.

2. Payment and Provision in Case of Default

If any vendor fails to pay, when due, any sum required by the Vendor Application, or fails to observe or abide by these Rules & Regulations, IDUG reserves the right to terminate this contract immediately without refund of any monies previously paid. To confirm exhibit space, full payment must accompany the Vendor Application. No contract will be accepted without full payment.

3. Cancellation of Vendor Participation

Cancellation of vendor participation must be directed, in writing, to IDUG. Cancellation penalties will be assessed in accordance with the following schedule. Written cancellation postmarked on or before 90 days out from the start of the conference will be entitled to a refund of up to 50% of total participation fees. Cancellations postmarked after 90 days out from the show will not be refunded and total participation fees contracted for must be paid in full. To receive a 50% refund cancellations in writing to IDUG, must be received on or before the following dates:

2018 IDUG North American Tech Conference:
April 29 - May 3, 2018

IDUG Db2 Australasia Tech Conference:
TBD

IDUG Db2 European Tech Conference:
TBD

4. Cancellation/Force Majeure

If for any reason beyond IDUG's control, IDUG Conferences must be cancelled, shortened, delayed or otherwise altered or otherwise changed, Exhibitor understands and agrees that all losses and damages which it may suffer as a consequence thereof are its responsibility and not that of IDUG or its event manager SmithBucklin, or their

respective directors, officers, employees or agents. Exhibitor understands that it may lose all monies it has paid to IDUG for space in the exhibition, as well as other costs and expenses it has incurred, including travel to the show, setup, lodging, freight, employee wages, etc. Exhibitor, as a condition of being permitted by IDUG to be an Exhibitor in IDUG Conferences, agrees to indemnify and hold harmless IDUG and SmithBucklin, and their respective directors, officers, employees or agents, from any and all loss, which Exhibitor may suffer as a result of show cancellation, duration, delay or other alterations or changes caused in whole or in part by any reason outside IDUG's control.

5. Subletting of Vendor Space and Prohibited Uses

Vendors and consultants are prohibited from assigning or subletting exhibit space, hospitality suites, hospitality rooms or reception areas, time slot (Vendor Solution Presentations), or any part of the space allotted to them. Nor shall vendors/consultants exhibit, distribute, or permit to be exhibited or distributed in their space any merchandise or advertising materials which are not part of their product line, or which are not compatible with the character of IDUG. IDUG reserves the right to remove any portion of the exhibit or materials that are not in accordance with these rules.

6. Special Visual and Audio Effects

Audio, visual and other sound and attention-getting devices and effects will be permitted only in those locations and in such intensity as, in the opinion of IDUG, not to interfere with the activities of other exhibitors. Demonstrations may not create noise levels objectionable to other exhibitors. All sound systems must be directed inward (as opposed to positioned on the aisles facing outward) and cannot be placed more than 36" above the exhibit floor. IDUG reserves the right to reduce or disconnect the source of any sound or attention-getting device after providing two verbal warnings.

7. Selling of Products is Prohibited

Selling of merchandise at and/or for delivery at the conference is strictly prohibited. IDUG provides display space to vendors to exhibit and demonstrate products and services on the basis of their potential informational and commercial value, and not for the purpose of cash sales and/or merchandise delivery at the conference.

8. Installation of Vendor Exhibits

Installation of vendor exhibits may commence by the published move-in time listed in your Exhibitor Services Manual or the Quick Facts letter. All vendor exhibit materials (e.g., publications, etc.), must be fully installed one half hour before the show opens, and must be contained within the designated booth space or table-top display area. After this time, no installation work will be permitted without the permission of IDUG.

9. Removal of Vendor Exhibits

Vendor exhibits must not be dismantled or removed before the close of the show. However, all vendor exhibits must be fully removed by the published move-out time listed in your Exhibitor Services Manual or Quick Facts letter. If vendor exhibits are not removed by that time, IDUG reserves the right to remove such vendor exhibits at the expense of the vendor.

10. Exhibit Floor

Show management reserves the right to restrict or prohibit exhibits which, because of noise, method of operation, or any other reason, are objectionable or otherwise detract from or are out of keeping with the character of the Exposition as a whole. Exhibitor's employees whether full, part-time or temporary personnel hired by the exhibitor, shall conduct themselves in an ethical manner at all times.

11. Insurance and Liability

The exhibitor assumes the entire responsibility and liability for losses, damages, and claims arising out of the actions or omissions of the exhibitors or its employees, agents, contractors, or invitees and shall indemnify, release, and hold harmless IDUG, the hotel/convention center, their employees, agents, and contractors from any and all such losses, damages, and claims, including attorneys' fees. IDUG will employ security guards and take reasonable precautions to safeguard Exhibitor's property. However, IDUG assumes no liability whatsoever for loss or damage, through any cause, of goods, hand carried items, exhibits or other materials owned, rented or leased by the Exhibitor. IDUG requires that each exhibitor maintain general public liability insurance against claims for personal injury, death, or property damage incident to, arising out of or in any way connected with the exhibitor's participation in the exhibition, in the amount of not less than one million (\$1,000,000) dollars for personal injury, death, or property damage in any one occurrence. Such insurance maintained by the exhibitor must be issued by an insurance company reasonably acceptable to IDUG, include coverage of the indemnification obligations of the exhibitor under these Rules & Regulations, and shall name IDUG as additional insured.

Each exhibitor acknowledges that it is responsible for obtaining for its protection and entirely at its expense, such property insurance for its exhibit and display materials as the exhibitor deems appropriate. Any policy providing such property insurance must contain an express waiver by the exhibitor's insurance company of any right of subrogation as to any claims against IDUG. Certificate of Insurance must name IDUG as co-insured. IDUG shall be named, as an additional insured on Exhibitor's insurance policies and Exhibitor shall provide to IDUG Certificates of Insurance indicating this status.

12. Booth Construction, Design and Layout

Detailed rules and regulations governing the construction, height, and layout of exhibits will be included in your Exhibitor Services Manual or Quick Facts letter. Exhibit Rules & Regulations are to be considered an addendum to the Vendor Prospectus Rules & Regulations, and are subject to the full power and enforcement as set forth herein. All booths that exceed one standard booth size (depending on location) will be required to submit a floor plan to IDUG prior to the conference for review. If you require immediate access to the Exhibit Rules & Regulations, please contact IDUG Headquarters for a copy.

13. Shipping

Detailed information on shipping will be included in your Exhibitor Services Manual or Quick Facts letter that will be mailed to you after your conference participation and full payment has been confirmed by IDUG Headquarters.

14. Registration and Badges

All vendors must register their personnel in advance. Any additions or changes in registration made during the conference must be certified by an officer of the vendor's firm or by the person in charge of the company's exhibit space. Admission to the conference will be by badge only. Badges can be picked up on-site at the time of registration. Official badges must be worn at all times during the conference.

15. Entertainment of Clients and Press

Conference venue vendor activities are confined to space purchased/contracted through IDUG and are prohibited in hotel/convention center public space, or common areas owned/operated by the hotel/convention center. To foster networking and vendor interaction with this highly qualified audience, IDUG recommends that vendor off-site activities be limited to 50 people at any given time during the conference dates. For the defined official IDUG conference dates please contact IDUG Headquarters. Attendance at all conference venue vendor-sponsored activities at IDUG is open to all attendees without special invitation and is subject only to capacity and design limitations set forth by the facilities' fire and health code regulations. Admission of minors to vendor receptions/ hospitality areas is at the discretion of the host vendor with the understanding that the vendor accepts responsibility for the minors admitted. The serving of alcoholic beverages in the exhibit area by individual exhibitors or at Vendor Solution Presentations is prohibited.

16. Exhibit Services

IDUG, on behalf of vendors, will arrange with responsible parties for various exhibit services. Complete information regarding drayage, furniture, electrical work, etc., will be furnished in the Exhibitor Services Manual or Quick Facts letter you will receive once full payment has been received.

17. Staff Recruitment

Deliberate recruiting of staff (such as posting recruitment notices, making general announcements, etc.) is specifically prohibited during the conference

18. Care of Building and Equipment

Vendors or their agents shall not injure or deface the walls or floors of the building, the booths, the table tops, or the equipment of the booth. When such damage occurs, the responsible vendor will be liable for payment for such damage. Vendor agrees to comply with any requirements of the facility, a copy of which shall be provided upon request.

19. Vendor Solution Presentations

Vendor Solution Presentations at the IDUG Db2 North American Tech Conference are 60-minute time slots and will be held on Tuesday and Wednesday. Vendor Solution Presentations at the IDUG Db2 European Tech Conference are 60-minute time slots and will be held on Monday and Tuesday. In a Vendor Solution Presentation, or in the exhibit hall, a vendor may openly discuss any product the company sells, except any database engine other than Db2. Only one Vendor Solution Presentation can be requested 60 days out from the start date of the conference. If available, additional requests can be made after 60 days out. Charter vendor members receive priority assignment for Vendor Solution Presentations. Companies who are not IDUG Charter Vendor Members are required to purchase exhibit space at the IDUG Products & Services Exhibition in order to be eligible for a Vendor Solution Presentation. Companies purchasing a Vendor Solution Presentation should submit either an abstract or a full paper to be included. All Vendor Solution Presentation papers are due at IDUG Headquarters no later than the listed deadlines date. All presentations must be submitted to IDUG Vendor Relations Chair for review prior to the conference. If material is found that is not in keeping with the IDUG ethical standards, the vendor may be required to change the presentation. IDUG will supply the following audio-visual equipment for each presentation: one LCD projector, one screen, and one wired microphone. Any additional audio-visual equipment required will be the responsibility of the vendor, and not IDUG. Any handout materials or duplication thereof will be the responsibility of the vendor, and not IDUG. All meeting rooms will be set theater-style with a podium in the front of the room. Should you desire a different meeting room set-up, you must submit your written request 60 days in advance to IDUG Headquarters. IDUG shall have the right to assign the specific date and time of Vendor Solution Presentations. Also, in the event of a conflict regarding space or other imperative conditions, IDUG reserves the right to reassign the date and/or times of all Vendor Solution Presentations at any time before or during the conference.

20. Vendor/Consultant Hospitality Suites and Hospitality Areas

IDUG shall have the right to approve all vendor/consultant hospitality suites and hospitality areas. Included in the booking of the hospitality suite is promotion of all vendor/consultant hospitality activities in the IDUG *Daily Globe* and signage. All associated costs, including additional rooms, moving furniture, and food and beverage will be the responsibility of the vendor, and not IDUG.

21. Vendor/Consultant Reception Rooms and Areas

The opportunity to purchase a room for an evening reception is available on a one, two, or three-night option. IDUG will not permit the removal of any portable walls contained within the room. Hospitality in the adjacent foyer or hallway is not permitted unless approved in advance by IDUG. Use of terraces, balconies, or similar is not permitted unless otherwise stated by IDUG in your letter of confirmation. Only one reception area may be purchased on or before 60 days out from the start date of the conference. After this date, vendors have the opportunity to select additional reception areas, if available. Use of live animals for entertainment purposes is prohibited. IDUG Headquarters cannot guarantee that an onsite vendor party will not conflict with an offsite vendor party. IDUG Headquarters should be informed of the intention of hosting vendor parties/hospitality in order to confirm that they are not in conflict with any official IDUG event and to provide hotel/catering contact information if applicable. All vendor parties must be open and free of charge to all IDUG registrants.

22. Americans with Disabilities Act/Similar Non-U.S. Statutes

Exhibitors shall be responsible for making exhibits accessible to persons with disabilities, as required by the Americans with Disabilities Act or similar statutes as may apply outside of the United States and shall hold IDUG harmless from any consequences of failing to do so.

23. Distribution of Promotional Material

Distribution of promotional material is only allowed at official IDUG vendor-sponsored activities (e.g., exhibit stands, table tops, hospitality suites, reception areas). All marketing activities of each exhibitor must be confined to the exhibitor's allotted space. Distribution of promotional material to IDUG conference attendees' hotel sleeping rooms, public areas, or in technical sessions is strictly prohibited unless it is part of an IDUG-sanctioned activity and approved by IDUG. Use of IDUG hotel and conference-related facilities communication systems to promote vendors, their products/services, or any other of their activities are prohibited during official IDUG conference dates as defined in paragraph 13.

24. Intellectual Property Matters

The vendor represents and warrants to IDUG that no materials used in or in connection with their conference participation infringe the trademarks, copyrights (including, without limitation, copyrights in music and other materials used or broadcast by exhibitor) or other intellectual property rights of any third party. The vendor agrees to immediately notify IDUG of any information of which the vendor becomes aware regarding actual or alleged infringement of any third party's trademarks, copyrights, or other intellectual property rights. The vendor agrees to indemnify, defend, and hold IDUG, its agents, successors and assigns harmless from and against all losses, damages, and costs - (including reasonable attorneys' fees) arising out of, or related to, claims of infringement by exhibitor of the trademarks, copyrights, and other intellectual property rights of any third party. Notwithstanding the foregoing, IDUG shall not be liable for and expressly disclaims all liability for infringement or alleged infringement of the trademarks, copyrights, or other intellectual property of any third party arising out of the actions of an exhibitor.

25. Establishment and Enforcement of Rules

The vendor agrees that IDUG shall have the right to set such Rules & Regulations, and to amend said Rules & Regulations from time to time. IDUG shall have final determination and power of enforcement of all Rules & Regulations, as well as the locations and times of any conference events.

26. Enforcement

Failure to comply with the Rules & Regulations set forth herein will cause harm to IDUG. The vendor agrees that, if IDUG determines that a material violation has occurred, the vendor will be subject to a charge equal to one times the amount otherwise payable to IDUG for exhibit space or including tabletops, such amount to be paid according to the terms set forth in an invoice prepared by IDUG. Participation in future IDUG conferences will only be accepted for vendors who do not have a balance due, including charge(s) for material violations of the Rules & Regulations set forth herein. Headings are for convenience only and do not limit content. The final version of the Vendor Prospectus may be executed in one or more counterparts and each counterpart shall be considered an original and all counterparts taken together shall be considered one, and the same, instrument.

27. Policies Publisher's Statement

International Db2 Users Group or its agents, shall not be liable for any failure to print, publish or circulate all or any portion of any issue in which an advertisement accepted by publisher, or agents, is contained if such failure is due to acts of God, strikes, accidents or other circumstances beyond publisher's control. In consideration of publication of an advertisement, the advertiser and the agency, jointly and separately, will indemnify, defend and hold harmless the International Db2 Users Group, its officers, directors, agents and employees against expenses (including legal fees) and losses resulting from the publication of the contents of the advertisement, including without limitation, claims or suits for libel, violation of right of privacy, copyright infringements or plagiarism.

Billing to the advertising agency is based on acceptance by the advertiser of "dual responsibility" for payment if the agency does not remit payment within 90 days of invoice date. The publisher will not be bound by any conditions, printed or otherwise, appearing on an insertion order or contract when they conflict with the terms and conditions of this rate sheet.

Copy and contract subject to approval. Right reserved to refuse advertisements deemed not in the best interest of IDUG and/or not in keeping with the publication's standards.

Alterations to ads or any materials must be received in writing by the space closing date. All alterations made after the materials closing date are subject to additional rush charges. Corrections in proofs received less than 30 days before date of issue are not guaranteed. Improperly prepared materials are subject to production charges at \$100 per hour but not less than 20 percent of the space rate. Production services are non-commissionable.

28. Payment and Billing Policies

Payment must be enclosed for all single placement ads. Multiple issue ads are billed on publication, and payment in full is expected prior to the distribution date selected.

A 1.5 percent charge will be assessed on bills over 60 days old and on every additional month thereafter.

29. Cancellation Policies

Contracts may not be canceled for the period of the contract.

A 75 percent charge will be assessed on bills over 60 days old and on every additional month thereafter.

If any circumstances or event beyond the control of IDUG causes cancellation of all or any portion of the event, IDUG agrees to refund any portion of the exhibitor fees which IDUG is reimbursed by insurance or other third party and shall not be liable for any other refund or payment arising from the cancellation or for other liability or damages arising from the event.