



# TECHNICAL MEETING DEMONSTRATION AGREEMENT

You (the organization signing below) have requested space at the OMG Technical Meeting Demonstration Area at the Hyatt Regency Santa Clara Hotel (the Meeting) on Tuesday & Wednesday, December 9-10, 2008 to demonstrate your products. Object Management Group, Inc. (OMG) is willing to allow you to conduct a demonstration, on the following terms and conditions:

1. You will be responsible for your own costs relating to the demonstration of your products.
2. Fee schedule for demonstration space. **Payment must be received before the Meeting starts.** (Fee schedule not applicable to meeting sponsors.)
  - OMG Members
    - Contributing, Domain, Platform.....No Charge
    - Influencing, Government, Trial, University or Analyst .....US\$250
  - Non-Members.....US\$500
3. OMG will provide the following:
  - Demonstration space on a 6' skirted table, with access to electrical power.
  - Your logo on demo area signage and demo participants' listing.
  - Exhibitor Badge for one (1) demo attendant (includes Lunch, AM & PM Breaks and Reception). The fee for additional demo attendants is \$200.00 per person. Registered meeting attendees may serve as demo attendants at no additional charge.
4. Your written request for space, and your logo in the appropriate electronic format (**hi-res . jpeg or .eps**), must be received by OMG at least *14 days* before the beginning of the Meeting.
5. OMG will allocate space to demonstrate your products at the Meeting, subject to availability. The amount and location of space allocated to you will be based upon available resources and the number of written requests for space, on a first-come, first-served basis.
6. You must have at least one attendant present during the Meeting's operating hours to conduct demonstrations and to provide security for your property. You are responsible for all of your personnel; they will not be considered employees, agents or subcontractors of OMG for any purpose whatsoever. The use and storage of your property is at your sole risk. OMG does not provide any security. While at the Meeting, your personnel will be subject to the general rules and regulations of the Meeting.
7. OMG may prohibit the demonstration or display of any materials or products, or the manner of demonstration or display of any materials and products that OMG reasonably considers objectionable.
8. You agree to indemnify and hold OMG harmless from any liabilities, claims or demands (including related costs, expenses, and attorneys' fees) arising from or relating to

your use of the demonstration space. OMG agrees to notify you of any such liabilities and written claims or demands. This provision will remain in full force and effect after the end of the Meeting.

9. **LIMITED WARRANTY.** THE DEMONSTRATION SPACE IS PROVIDED AS IS, AND OMG HAS NO LIABILITY IN CONTRACT, TORT, NEGLIGENCE OR OTHERWISE ARISING OUT OF THIS AGREEMENT OR THE USE OF THE DEMONSTRATION SPACE. OMG MAKES NO EXPRESS OR IMPLIED WARRANTY WITH RESPECT TO THE DEMONSTRATION SPACE, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT WILL OMG BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DAMAGES ARISING FROM OR RELATING TO THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY PERSONAL INJURY, DIRECT, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OR SIMILAR DAMAGES, INCLUDING LOST PROFITS, EVEN IF OMG HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOU WAIVE ANY AND ALL CLAIMS THAT YOU MAY HAVE AGAINST OMG AND ANY DIRECTOR, OFFICER, EMPLOYEE OR AGENT ARISING OUT OF THE USE OF THE DEMONSTRATION SPACE.
10. This agreement contains the entire agreement between you and OMG and will be governed by and construed in accordance with the substantive laws of the Commonwealth of Massachusetts, excluding its conflict of laws and choice of law rules, and jurisdiction over any action to enforce this agreement, or any dispute arising from or relating to this Agreement, will exist solely in the state and/or federal courts located within the Commonwealth of Massachusetts.

OBJECT MANAGEMENT GROUP, INC.

By: \_\_\_\_\_  
Mike Narducci, Marketing Specialist

Date: \_\_\_\_\_

\_\_\_\_\_  
[Name of Your Organization]

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_