

## Rules and Regulations

The term "Management" as used herein shall be construed to mean PARTNERS Expo management, officers, committees, employees, or agents acting for Teradata PARTNERS User Group Conference and Expo in the management of PARTNERS Expo event(s), and shall include representatives and employees of NCR. The term "Participating Company" as used herein refers to the exhibiting company to whom the exhibit contract names as exhibitor.

1. **Product and Solution Demonstrations**—All products and solutions demonstrated at PARTNERS Expo must be pertinent and relevant to database technologies and data warehousing or otherwise related to Teradata products and solutions.
2. **Printed Sales Material**—All sales and marketing literature and documentation distributed outside of the confines of the exhibiting company's purchased booth area as assigned on the exhibit hall floor, must be reviewed and approved by Management before the event.
3. **Subleasing**—The Participating Company may not sublet its booth space, nor any part thereof, nor demonstrate, offer for sale, or advertise articles or products not manufactured or sold by the Participating Company. The only exception is in the event such articles or products are necessary for the proper operation of the Participating Company's display.
4. **Occupancy Default**—Any Participating Company failing to occupy space contracted for shall not be relieved of the payment obligation for the full rental and associated charges incurred for such space.
5. **Eligibility**—Management retains sole right to determine the eligibility of any company or product for inclusion in the PARTNERS Expo.
6. **Cancellation Policy**—In the event that Management, in its sole discretion, changes the Event Date or Event Site, or cancels the PARTNERS Expo, Management's sole liability to Participating Company shall be to notify Participating Company as far in advance as possible of such changes or cancellation. In the event the PARTNERS Expo is canceled, or the Participating Company cannot attend as a result of rescheduling or venue change, Management's sole responsibility shall be to refund all deposits previously paid by the Participating Company. Should Management terminate this agreement pursuant to the provisions of this section, the Participating Company waives claims for damage arising there from.
7. **Cancellation by the Participating Company**—Notification of Participating Company's cancellation at this event must be made in writing and submitted to Ken Bacon, Exhibit Sales Manager, c/o Conferon, Inc., 427 University Avenue, Norwood, MA 02062-2636, no later than July 2, 2004. Written request for refund by July 2 will be less \$2,000 USD. **No refund requests will be honored after July 2, 2004.**
8. **Payment for Exhibit Space**—Payment for exhibit space must be received in full in advance of the opening of the event. **In the event payment has not been received by Management prior to the event opening, the Participating Company will be denied exhibit space.**
9. **Limitation of Liability**—Participating Company agrees to indemnify and hold harmless the PARTNERS User Group, NCR Corporation, its directors, officers, employees, and agents from and against all claims, losses, expenses, liabilities, and damages arising out of, or related to, Participating Company or the negligence, gross negligence, or willful misconduct of Participating Company, its employees, agents, or representatives in connection with the Annual Teradata PARTNERS User Group Conference and Expo. The Participating Company is solely responsible for its own property, and should secure property from loss and damage from any cause. Management shall bear no responsibility for the safety of the Participating Company, its personnel, employees, agents, or representatives or its personal property. The Participating Company agrees to make no claim against Management for loss, theft, damage, or destruction of goods; nor for any injury, including death, to its employees, agents, or representatives; nor for damage of any nature, including damage to its business or personal property.
10. **Indemnification**—The Participating Company assumes the entire responsibility and hereby agrees to protect, indemnify, defend, and save Teradata PARTNERS User Group, NCR Corporation, Washington State Convention & Trade Center, Champion Exposition Services, and their respective employees, officers, directors, and agents harmless against all claims, losses, and damages to persons or property, governmental charges or fines and attorney fees arising out of, or caused by, exhibit installation, removal, maintenance, occupancy, or use of the premises or a part thereof, excluding any such liability caused by the sole negligence of the Washington State Convention & Trade Center, Champion Exposition Services, their respective employees and agents.
11. **Installation, Demonstration, Dismantling**—Hours and dates of installing, demonstrating and dismantling shall be those specified by Management. The Participating Company shall be liable for all storage and handling charges resulting from failure to remove demonstration material, products and equipment from the PARTNERS Expo show floor before the specified dismantling period set by Management.
12. **Damage to Property**—The Participating Company is liable for any damage caused to the building floors, walls, or columns, leased booth structure or equipment. The Participating Company may not apply paint, lacquer, adhesive, or any other material to building columns, floors, walls, leased booth structure or equipment.
13. **Alcoholic Beverages and Food**—The dispensing, distribution, or use of alcoholic beverages and food as part of the booth or in displays or demonstrations is prohibited.
14. **Flammable Material**—Use of flammable fluids or materials of any nature including, but not limited to, decorative materials prohibited by national, state, or city fire regulations, may not be used in the exhibit hall.
15. **Obstruction of Exhibit Hall Aisles**—Any demonstration or activity that results in excessive obstruction of aisles, or prevents ready access to nearby participating companies' booths, shall be suspended for any period of time specified by Management.
16. **Attendance**—Admission policies published shall remain in effect for the period of the event. Management has the prerogative to review and amend policies as required to manage unforeseen circumstances and conditions.
17. **Displays and Structures**—Structure other than that which is provided by Management is forbidden. All electrical usage must conform to local codes and regulations. Any exception to regulations must be submitted in writing to Management prior to the opening of the event and must be deemed approved by Management and/or local regulation authorities. Failure to prescribe to regulations stated herein or local codes and ordinances may result in Management replacing, rearranging, or redecorating structures and/or displays, and no liability shall attach to Management for associated labor or structure costs.
18. **Exhibit Floor Plan Revisions**—Management retains the exclusive right to revise the exhibit hall floor plan and/or move the assigned Participating Companies to another comparable location as necessary.
19. **Cocktail Receptions**—Participating Companies may not sponsor cocktail receptions and/or publicized social gatherings other than those organized by NCR Corporation and/or the Teradata PARTNERS User Group in conjunction with Conference management.