

SoftSummit™ 2010

Strategize. Adapt. Succeed.

Strategic Solutions for Today's Fast Changing Market

October 11–13, 2010

Hilton San Jose, San Jose, CA



GOLD – \$12,500

Before SoftSummit:

- One time use of pre-conference opt-in attendee list
- Company name, logo, 100 word profile and URL on SoftSummit 2010 website
- Company logo on all pre conference marketing materials (subject to print deadlines)
- Access to SoftSummit co-marketing web banner

At SoftSummit:

- Listing in tradeshow brochure distributed onsite including logo, 100 word profile and table placement on exhibitor floor plan
- 4 complimentary exhibit only passes for booth staff, including access to welcome reception and dinner
- 3 complimentary full-conference passes
- 2 pieces of company literature distributed at registration (subject to approval)
- Logo on sponsor recognition signage
- Logo on screen in General Session
- Two 6' skirted tables each with two chairs, wastebasket and power strip for exhibit display during posted exhibit hours
- Opportunity to participate in Welcome Reception Raffle by providing giveaway

After SoftSummit:

- One time use of post conference opt-in attendee list

SILVER - \$7,500

Before SoftSummit:

- Company name, logo, 50 word profile and URL on SoftSummit 2010 website
- Company logo on all pre conference marketing materials (subject to print deadlines)
- Access to SoftSummit co-marketing web banner

At SoftSummit:

- Listing in tradeshow brochure distributed onsite including logo, 50 word profile and table placement on exhibitor floor plan
- 3 complimentary exhibit only passes for booth staff, including access to welcome reception and dinner
- 2 complimentary full-conference passes
- 1 piece of company literature distributed at registration (subject to approval)
- Logo on sponsor recognition signage
- 6' skirted table with two chairs, wastebasket and power strip for exhibit display during posted exhibit hours
- Opportunity to participate in Welcome Reception Raffle by providing giveaway

After SoftSummit:

- One time use of post conference opt-in attendee list

BRONZE - \$5,000

Before SoftSummit:

- Company name, logo, 25 word profile and URL on SoftSummit 2010 website
- Access to SoftSummit co-marketing web banner

At SoftSummit:

- Listing in tradeshow brochure distributed onsite including logo, 25 word profile and table placement on exhibitor floor plan
- 2 complimentary exhibit only passes for booth staff, including access to welcome reception and dinner
- 1 complimentary full-conference pass
- 1 piece of company literature distributed at registration (subject to approval)
- Logo on sponsor recognition signage
- 6' skirted table with two chairs, wastebasket and power strip for exhibit display during posted exhibitor hours
- Opportunity to participate in Welcome Reception Raffle by providing giveaway

Exhibit Only - \$2,500

- Listing in tradeshow brochure distributed onsite including logo, 25 word profile and table placement on exhibitor floor plan
- 2 complimentary exhibit only passes for booth staff, including access to welcome reception and Networking Reception
- Logo on sponsor recognition signage
- 6' skirted table with two chairs, wastebasket and power strip for exhibit display during posted exhibitor hours
- Opportunity to participate in Welcome Reception Raffle by providing giveaway

Exhibit Hours

Monday, October 11
6:00 – 8:00 pm

Tuesday, October 12
7:00 – 8:30 am
10:00 – 10:30 am
12:30 – 2:00 pm
4:00 – 4:30 pm

Wednesday, October 13
7:00 – 8:30 am
10:30 – 11:00 am
(breakdown after 11 am)

For more information regarding sponsorship opportunities for SoftSummit 2010, please contact Kendall Greene at kgreene@flexerasoftware.com or call (866) 528-1105.

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SoftSummit 2010 offers many ways to enhance your visibility and maximize your presence with an integrated approach for full show coverage.

Premium Opportunities

Red Carpet Welcome Reception — \$10,000

Co-host the Red Carpet Welcome Reception on Monday, October 11 when conference attendees gather for food, beverage and entertainment. Sponsorship includes: your logo on event invitations and signage; and the opportunity to provide a prize for the evening's special attendee raffle.

Breakfast Sponsor — \$3,500

Start the day off right with your logo sunny side up for attendees at morning breakfast.

Break Sponsor — \$3,500 (2 available, Tuesday or Wednesday)

Rejuvenate the attendees with a latte in the morning or a red bull in the afternoon along with a range of beverages and snacks.

Lunch Sponsor — \$7,500

Put business on the table. Includes your company logo on signage in the lunch room and on directional signage, as well as table centerpiece consisting of your company's 100 word profile. You may also leave collateral in the lunch room for all attendees.

Logo Placement

Evaluation Gift Sponsor — \$1,500

Help generate conference feedback by sponsoring the evaluation survey and incentive raffle prize awarded to lucky attendees for completing conference evaluation forms.

Notebook Sponsor — \$6,500

Co-branded with Flexera Software and SoftSummit 2010

Pen Sponsor — \$3,500

Co-branded with SoftSummit 2010

- Notebook and pen together - \$8,500 – a \$1,500 savings!

Lanyard — \$5,000

Co-branded with SoftSummit 2010

Product/Company Showcase

Hotel Room Drop — \$1,750 each night (2 available, Monday or Tuesday)

Boost your visibility and booth or onsite event traffic. One item only. Item subject to approval by Flexera Software.

General Session Chair Drop — \$1,500 each day (2 available, Tuesday or Wednesday)

Get a seat in the big room with this opportunity to place your collateral on attendee chairs at either the opening or closing session. One item per chair in the General Session room.

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This Sponsorship Agreement is by and between Flexera Software, Inc. ("Host") and the sponsoring organization identified below ("Sponsor"). Please print this document, complete the fields and fax it to the attention of SoftSummit Sponsorships at (866) 528-1105. If you have any questions, contact Kendall Greene at (866) 528-1105.

Sponsor Information

Company: _____ Contact: _____
Address 1: _____ Title: _____
Address 2: _____ E-mail: _____
City: _____ Telephone: _____
State/Province: _____ Fax: _____
Zip/Postal Code: _____
Country: _____

Method of Payment

Check Check #: _____
Make checks payable to Flexera Software, Inc., 39619 Treasury Center, Chicago, IL 60694-9600,
Attn: SoftSummit Sponsorships

Credit Card (circle one)
VISA Mastercard AMEX DISCOVER

Name on Credit Card: _____
Credit Card #: _____
Security Code: _____
Expiration: _____
Signature (required): _____
Billing Address (if different from contact information above): _____

Sponsor hereby agrees to this Sponsorship Agreement and all of its attached terms and conditions.

Order is complete only when payment and signed agreement are received by Flexera Software, Inc.

Sponsor: _____
Signature: _____
Name: _____
Title: _____
Date: _____

Sponsor agrees to abide by the terms and conditions of this Sponsorship Agreement as fully set forth herein.

Purpose: This Sponsorship Agreement provides for the sponsorship by Sponsor of SoftSummit™ 2010 and the display by Sponsor of its products and services at SoftSummit™ 2010.

Eligibility: Host reserves the right to accept or decline, in its sole discretion, a Sponsorship Agreement and to determine the eligibility of any Sponsor for inclusion in SoftSummit™ 2010. Sponsorship Agreements may be accepted or declined based on the availability of sponsorships and the proposed products and/or services or Sponsor. Further, Host reserves the right to remove any Sponsor from SoftSummit™ 2010 that does not comply with the Sponsorship Agreement without any obligation or liability to Sponsor.

Endorsement and Relationship: Acceptance of a Sponsorship Agreement does not carry Host's endorsement of the products and/or services of that Sponsor. Neither this Sponsorship Agreement nor any terms and conditions contained herein shall be construed as creating a partnership, joint venture or agency relationship or as granting a franchise. The names, trademarks and logos of Host and its subsidiaries and affiliates (including but not limited to SoftSummit™ 2010 and FLEXnet®) are the exclusive property of Host. Any use of these names, trademarks and logos is prohibited.

Payment: Payment of the SPONSORSHIP FEE IS DUE WITHIN THIRTY (30) DAYS OF EXECUTION OF THIS SPONSORSHIP AGREEMENT, OR PRIOR TO OCTOBER 11, 2010, WHICHEVER COMES FIRST ("DUE DATE"). IF PAYMENT IS NOT RECEIVED BY THE DUE DATE, HOST RESERVES THE RIGHT TO IMMEDIATELY TERMINATE THIS SPONSORSHIP AGREEMENT AND RE-SELL THE SPONSORSHIP TO OTHER INTERESTED PARTIES. HOST WILL NOT INCLUDE SPONSOR IN THE PROGRAM OR PRELIMINARY PROMOTIONAL OPPORTUNITIES WITHOUT RECEIPT OF THIS SPONSORSHIP AGREEMENT AND PAYMENT IN FULL. Make all checks payable to Flexera Software, Inc.. All Sponsorship Fees must be paid in U.S. dollars.

Cancellation: Any request for cancellation of this Sponsorship Agreement must be submitted in writing. Requests for cancellations received within thirty (30) days of SoftSummit™ 2010 are not eligible for refunds. Requests for cancellations received within thirty one (31) to sixty (60) days of SoftSummit™ 2010 will receive a refund of 75% of the Sponsorship Fee. Host also reserves the right to cancel SoftSummit™ 2010 and, in such case, Sponsor will be refunded the Sponsorship Fee actually paid to Host.

Sponsor Staff: Sponsor shall register each of its representatives with Host. Sponsor shall identify its representatives who will receive a limited number of complimentary exhibit-only and full-conference SoftSummit™ 2010 passes, depending on level of sponsorship. Any person not registered may be denied access to SoftSummit™ 2010.

Distribution of Sponsor Literature and Materials: Sponsor has the right to distribute literature and other materials at their sponsored activity and other approved locations. Sponsor literature and materials may not be distributed at any other location. Host reserves the right to withhold approval and refuse distribution of any Sponsor literature and materials for any reason Host deems fit or proper. Booth and Exhibit Structures. Host shall provide draped, 6-foot tabletops as specified in the sponsorship package. ONLY TABLETOPS PROVIDED BY HOST WILL BE ALLOWED IN THE EXHIBIT AREA. Tabletop backdrops and/or signage is not to exceed 6 feet in width and may fit on the table or behind the table.

Booth and Exhibit Structures: Host shall assign booth and exhibit space. In making such assignment, Host may consider the amount and location of space then available, any requests made by Sponsors regarding space and any such other matters as Host believes in its sole discretion may be important. Host reserves the right to reassign or reallocate space at any time and for any reason it deems appropriate or useful.

Booth and Exhibit Space Assignment: Host shall assign booth and exhibit space. In making such assignment, Host may consider the amount and location of space then available, any requests made by Sponsors regarding space and any such other matters as Host believes in its sole discretion may be important. Host reserves the right to reassign or reallocate space at any time and for any reason it deems appropriate or useful.

Exhibitors may not sublet, assign or apportion any part of the space allotted, nor represent, advertise or distribute literature for the product or services of any other firm or individual except as approved in writing by Show Management. Exhibitors' promotional activities are confined to the actual space purchased, or in areas approved by Show Management (e.g. vendor forums, hospitality suites) and are prohibited in hotel/convention center public spaces, or common areas owned or operated by hotel/convention center or leased by Host.

Signs, Banners, Displays, Posters. No signs, banners, displays, posters or announcements are permitted in the SoftSummit™ 2010 exhibition facility unless prior approval is provided by Host. In addition, no sign, banner or display shall be affixed to any part of the SoftSummit™ 2010 exhibition facility as designated by exhibit venue.

Security: During the hours SoftSummit™ 2010 is not officially open, the general public may have access to the SoftSummit™ 2010 exhibition facility. Host assumes no liability for lost or stolen items. Accordingly, Sponsor shall and must make provisions for safeguarding its goods, materials, equipment, display and other property at all times.

Force Majeure: The performance of this Sponsorship Agreement by either party is subject to acts of God, terrorism, strikes, blackouts, disease (e.g., SARS), government authority, disaster or other emergencies, any of which make it illegal or impossible to participate in or to provide the facilities and/or services for SoftSummit™ 2010.

Insurance: Sponsor shall obtain and maintain and provide evidence of insurance upon request in amounts sufficient to provide coverage for any liabilities which may reasonably arise out of or result from its obligations under this Sponsorship Agreement.

Indemnification: Sponsor hereby agrees to indemnify, defend and hold Host harmless from any claims, loss, liability, costs or damages against Host arising from actual or threatened claims or causes of action resulting from the negligence or intentional misconduct of Sponsor or its respective officers, directors, employees, agents, contractors, members or participants (as applicable).

Food & Beverage Policies: All food and beverage to be served at the SoftSummit™ 2010 exhibition facility must be supplied and prepared by the hotel facility staff.

Compliance with Laws: Sponsor agrees to comply with all applicable U.S. federal, state and local laws governing this Sponsorship Agreement and SoftSummit™ 2010, including any rules, regulations or requests of the U.S. Department of Homeland Security.

Governing Law: This Sponsorship Agreement will be governed by and interpreted in accordance with the laws of the State of California, USA, as applied to an agreement between two residents of California to be wholly performed in California. The state and federal courts located in the County of Santa Clara, California, shall have exclusive jurisdiction with respect to any dispute arising under this Sponsorship Agreement, and, for such purpose, each party agrees to submit itself to the jurisdiction of such courts.

Arbitration: Any dispute between the parties arising out of or relating to this Sponsorship Agreement that cannot be resolved amicably shall be submitted to binding arbitration, to be held in Santa Clara, California, USA, in accordance with the rules of the American Arbitration Association. Any such arbitration proceeding shall be conducted before an arbitration panel composed of three (3) arbitrators; each party shall designate one (1) arbitrator, and the two (2) arbitrators so designated shall designate the third arbitrator. The decision and award of the arbitrators shall (i) be in writing, (ii) state the reasons therefore, (iii) be based solely on the terms and conditions of this Sponsorship Agreement, as interpreted under the laws of the State of California, USA, and (iv) shall be final and binding upon the parties. The decision and award of the arbitrators in any such arbitration proceeding may be enforced in any court of competent jurisdiction. However, nothing in this provision shall prohibit either party from seeking injunctive relief as expressly provided for herein.

Notice: All notices, consents or demands of any kind which either party to the Sponsorship Agreement may be required or may desire to serve on the other party in connection with this Sponsorship Agreement will be in writing and will be delivered by (i) personal service, (ii) registered or certified mail, return receipt requested, or (iii) receipted commercial courier, addressed to the party at the address and marked for the attention of the person specified below. Service of any such notice or demand so made by registered mail, certified mail or receipted commercial courier will be deemed complete on the date of actual delivery as shown by the addressee's registry or certification receipt.

If to Host: Flexera Software, Inc., 1000 E. Woodfield Road, Suite 400, Schaumburg, IL 60173
Attention - Chief Financial Officer with a cc to contracts@flexerasoftware.com; and
If to Sponsor: The address and contact shown on the first page of this Sponsorship Agreement.

Waiver: No waiver of any term, provision or condition of this Sponsorship Agreement, whether by conduct or otherwise, in any one or more instances, will be deemed to be, or be construed as, a further or continuing waiver of that term, provision or condition or any other term, provision or condition of this Sponsorship Agreement.

Assignment: Sponsor will not assign this Sponsorship Agreement or any rights (including booth and exhibit space) or obligations hereunder to any party without the prior written consent of Host.

Limitation of Liability: IN NO EVENT WILL HOST BE LIABLE FOR LOSS OF PROFITS, LOSS OF BUSINESS, COST OF PROCURING SUBSTITUTE GOODS OR SERVICES, OR ANY INDIRECT, SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES OF ANY NATURE OR KIND WHATSOEVER, ARISING OUT OF OR RELATING TO THIS SPONSORSHIP AGREEMENT. IN NO EVENT WILL HOST'S LIABILITY IN CONNECTION WITH SOFTSUMMIT™ 2010 OR THIS SPONSORSHIP AGREEMENT EXCEED THE FEES PAID BY SPONSOR TO HOST UNDER THIS SPONSORSHIP AGREEMENT. THIS LIMITATION WILL APPLY TO ALL CAUSES OF ACTION IN THE AGGREGATE, INCLUDING, BUT NOT LIMITED TO, BREACH OF CONTRACT, BREACH OF WARRANTY, HOST'S NEGLIGENCE, STRICT LIABILITY, PROPRIETARY RIGHTS INFRINGEMENT, MISREPRESENTATION AND ALL OTHER TORTS.

Scope of Agreement: This Sponsorship Agreement is intended by the parties to be the final expression of their agreement and constitutes and embodies the entire agreement and understanding between the parties hereto and constitutes a complete and exclusive statement of the terms and conditions thereof, and will supersede any and all prior correspondence, conversations, negotiations, agreements or understandings relating to the same subject matter. No change in, modification of or addition to the terms and conditions contained herein will be valid as between the parties unless set forth in a writing which is signed by authorized representatives of both the parties and which specifically states that it constitutes an amendment to this Sponsorship Agreement. This Sponsorship Agreement shall be effective only when signed by all parties.