

HURRY! Sponsorship opportunities are limited and sold out fast in 2008.



2009 IBM Cognos Forum Sponsorship

Opportunities

August 12–14, 2009
Gold Coast & Convention Centre

Increase your brand awareness – and sales opportunities – with IBM Cognos customers.

www.ibm.com/cognos/au/forum2009



Cognos Forum Information

IBM Cognos Forum brings together more than 600 business intelligence and enterprise planning professionals and thought leaders for two days of insight, education and networking. This annual flagship event is your opportunity to raise your company's profile with the people who make, and influence, key purchasing decisions.

Sponsorship Benefits

As a sponsor of IBM Cognos Forum 2009 you have the unique opportunity to:

- > Connect with mid and senior level financial and IT executives with real purchasing power.
- > Increase your organisation's awareness and branding.
- > Showcase your product and service offerings.
- > Discover new opportunities with companies who have already deployed Cognos solutions.

IBM Cognos Forum is an important meeting place for IBM Cognos customers to gain industry insights, breakthrough strategies and proven best practices. Sponsorship of IBM Cognos Forum 2009 is your opportunity to make valuable connections with potential new customers from Australia's leading private and public sector organisations.

Cognos Forum Overview

IBM Cognos Forum 2009 brings together IBM Cognos clients, prospects, partners and industry and financial analysts from around Asia Pacific.

This year's event will take place August 12-14, 2009 at the Gold Coast Convention & Exhibition Centre, Broadbeach.

IBM Cognos Forum offers a dynamic environment for attendees:

- > More than 40 sessions covering the most pressing business intelligence and performance management issues.
- > Dynamic and visionary keynote presentations from industry thought leaders.
- > Real-world case studies delivered by leading practitioners.
- > Hands-on labs that showcase solutions in real time.
- > Unparalleled networking opportunities.

Target over 600 customers

Over the past 6 years, attendance at IBM Cognos Forum has maintained the highest calibre of delegates from vertical industries including banking and finance, government, retail, telecommunications, manufacturing, travel and transportation.

Over two days of networking opportunities with IBM Cognos Forum delegates drawn from the following business units including:

Decision Makers

CTO, CFO, CIO, CEO, COO, Directors, IT and Finance Executives.

Business Managers

Operations Managers, Business Development Managers, Account Directors and Group Managers.

IT Specialists

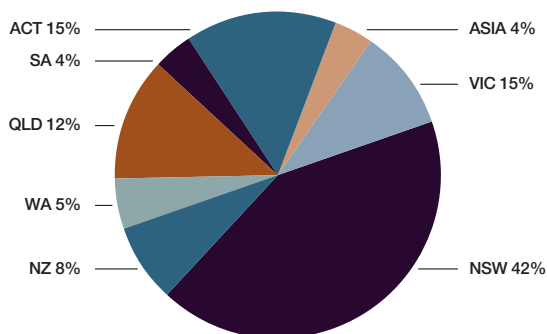
Solution Architects, Applications and Analyst Programmers, Project Managers, Knowledge Managers and Business Analysts.

Finance Specialists

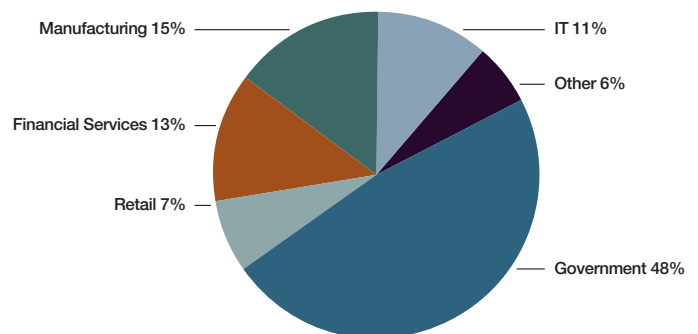
Financial Controllers, Auditors & Accountants, Business Analysts, Financial Planning Analysts and Financial Reporting Managers.

IBM Cognos Forum 2008 Attendee Demographics

2008 Delegates by Location



2008 Delegates by Industry





Don't Miss Out on this Exciting Event!

There are many ways to get involved in IBM Cognos Forum 2009 but sponsorship packages and exhibition space go fast!

Reserve your sponsorship early to avoid missing out.

Applications are processed on a first-come-first-served basis. For more information on Cognos Forum 2009 Sponsorship Opportunities contact:

Anna Price

Sponsorship Organiser

Somersault Group

Tel: 02 9954 1977

Mob: 0412 364 379

Email: aprice@somersaultgroup.com.au

Platinum Sponsorship

1 Available > \$25,000 + GST

Don't miss this opportunity to network with peers, generate new business relationships, and raise your company's profile.

Welcome Drinks & Dinner

You will host the opening event for conference delegates on Wednesday 12 August.

- > Banners and signage (to be supplied by sponsor) alongside the stage for formalities.
- > Sponsorship of entertainment during the function, to be organised by event managers with input from sponsor partner.
- > VIP welcome by senior representative.
- > Venue staff to serve food and beverages wearing aprons branded with sponsor logo.

Exhibition Booth

- > One double display booth 4.5 x 2.5 with two rear panels with two digital print signs (one 2174mm wide x 1749mm high and one 2174mm wide x 1149mm high) in vinyl cut or digital print for rear wall panels
- > Two 300W spotlights mounted on back wall
- > Two 240volts/1000watt/4amp general purpose power outlets
- > 4 display modules each with digital print on foamex for front panel (535 wide x 860mm high)
- > Four stools and two brochure stands
- > Package includes costs to assemble and dismantle the display and pod. Set-up of company displays is the sponsor's responsibility.

Presentation

- > One 45 minute speaking opportunity. The presentation must be relevant, showcase a customer case study and be presented by a senior executive.
- > The presentation will be developed and scheduled in consultation with, and approved by, Cognos.

Branding

- > Recognition of your sponsorship in all Cognos Forum promotional materials, effective once Sponsorship Agreement has been completed.
- > One full page, colour advertisement prominently displayed on the inside cover of the on-site conference guide. Artwork to be supplied by sponsor organisation.
- > Your logo and 100 word company profile in on-site conference guide.
- > Your logo and acknowledgment of sponsorship support on opening and closing conference slides.
- > Recognition as the Platinum Sponsor on the IBM Cognos Forum Asia Pacific 2009 website including your company logo, 100 word company profile and a link to your website.
- > Sponsorship of the plenary room, with logo placed on screen at entrance to the room and two banners inside room (to be supplied by sponsor organisation).
- > Two pieces of electronic promotional collateral supplied by sponsor for distribution to delegates.

Registrations

- > Four complimentary Cognos Forum delegate registrations. Note: travel and accommodation is the responsibility of the sponsor organisation.



Gold Sponsorship

2 Available > \$12,500 + GST

Exhibition Booth

- > One fully equipped demonstration pod 2.0m wide x 2.5m high
- > One digital print sign (2149mm wide x 1149mm high) and one counter sign in vinyl cut or digital print
- > One 300W spotlight mounted on back wall
- > One 240volts/1000watt/4amp general purpose power outlet
- > Two stools and one brochure stand
- > Package includes costs to assemble and dismantle the pod. Set-up of company displays is the sponsor's responsibility.
- > Gold sponsor pods will be located in the "Gold Lounge". This area will be furnished with tables and chairs around the pods for delegates to sit at during breaks.

Presentation

- > One 45 minute speaking opportunity. The presentation must be relevant, showcase a customer case study and be presented by a senior executive.
- > The presentation will be developed and scheduled in consultation with, and approved by, Cognos.

Branding

- > One full page, colour advertisement in the middle section of the on-site conference guide. Artwork to be supplied by sponsor organisation.
- > Your logo and 50 word company profile in on-site conference guide.
- > Recognition as a Gold Sponsor on the IBM Cognos Forum Asia Pacific 2009 website including your company logo, 50 word company profile and a link to your website.
- > Sponsor of one conference stream room, with logo placed on screen at entrance to the room and two banners inside room (to be supplied by sponsor organisation).

- > One piece of electronic promotional collateral supplied by sponsor for distribution to delegates.
- > Your logo and acknowledgment of sponsorship support on opening and closing conference slides.
- > Opportunity to have prize announcement included in a slide presentation at the opening of the final session, with the MC to announce that prizes will be delivered by the sponsor to the winner post-IBM Cognos Forum.

Registrations

- > Two complimentary Cognos Forum delegate registrations. Note: travel and accommodation is the responsibility of the sponsor organisation.



Special Event Gala Dinner Sponsorship

1 Available > \$15,000 + GST

This is a unique opportunity to attach your brand to the most anticipated activity at Cognos Forum.

Exclusive sponsorship of the event is guaranteed and inclusions are developed with your organisation, in consultation with the Sponsorship Manager and Cognos, once a Sponsorship Agreement has been signed.

Exhibition Booth

- > One fully equipped demonstration pod 2.0m wide x 2.5m high
- > One digital print sign (2149mm wide x 1149mm high) and one counter sign in vinyl cut or digital print
- > One 300W spotlight mounted on back wall
- > One 240volts/1000watt/4amp general purpose power outlet
- > Two stools and one brochure stand
- > Package includes costs to assemble and dismantle the pod. Set-up of company displays is the sponsor's responsibility.

Branding

- > Your logo to appear prominently throughout the venue.
- > Banners and signage (to be supplied by sponsor) to be placed throughout the dinner venue
- > A short (five minute) welcome by your senior executive to conference delegates.
- > Sponsorship of after-dinner entertainment (with the theme and talent for the evening to be booked in consultation with Cognos and the sponsor).

- > One full page, colour advertisement in the middle section of the on-site conference guide. Artwork to be supplied by sponsor organisation.
- > Your logo and 50 word company profile in on-site conference guide.
- > Recognition of your sponsorship on the IBM Cognos Forum Asia Pacific 2009 website including your company logo, 50 word company profile and a link to your website.
- > Your logo and acknowledgment of sponsorship support on opening and closing conference slides.
- > One piece of electronic promotional collateral supplied by sponsor for distribution to delegates.
- > Opportunity to have prize announcement included in a slide presentation at the opening of the final session, with the MC to announce that prizes will be delivered by the sponsor to the winner post-IBM Cognos Forum.

Registrations

- > Two complimentary Cognos Forum delegate registrations. Note: travel and accommodation is the responsibility of the sponsor organisation.

USB Stick Sponsorship

1 Available > \$10,000 + GST

Once again Cognos Forum is committed to being green. Each delegate will receive a USB stick when they register with the sponsor's logo. This will include copies of Forum information, presentations and sponsor's promotional collateral.

Branding

- > 2GB USB, branded with your logo, to be distributed to all delegates when they register. USB will be sourced and produced by the Sponsorship Manager.
 - > Your logo in on-site conference guide.
 - > Recognition of your sponsorship on the IBM Cognos Forum Asia Pacific 2009 website including your company logo and a link to your website.
 - > Your logo and acknowledgment of sponsorship support on opening and closing conference slides.
- > One piece of electronic promotional collateral supplied by sponsor for distribution to delegates.
 - > Opportunity to have prize announcement included in a slide presentation at the opening of the final session, with the MC to announce that prizes will be delivered by the sponsor to the winner post-IBM Cognos Forum.





Exhibition Sponsorship

10 Available > \$6,000 + GST

The exhibition area is the dynamic hub of Cognos Forum and the single best opportunity for delegates to learn more about the latest solutions for taking their organisation to the next level of performance. Positioned to gain maximum exposure to delegates throughout the conference, with all conference breaks held around the exhibition area.

In 2008 all Exhibition Sponsorships sold out quickly. In 2009 we encourage you to act early to avoid missing out.

Exhibition Booth

- > One fully equipped demonstration pod 2.0m wide x 2.5m high
- > One digital print sign (2149mm wide x 1149mm high) and one counter sign in vinyl cut or digital print
- > One 300W spotlight mounted on back wall
- > One 240volts/1000watt/4amp general purpose power outlet
- > Two stools and one brochure stand
- > Package includes costs to assemble and dismount the pod. Set-up of company displays is the sponsor's responsibility.

Branding

- > Your logo in on-site conference guide.
- > Recognition of your sponsorship on the IBM Cognos Forum Asia Pacific 2009 website including your company logo and a link to your website.
- > Your logo and acknowledgment of sponsorship support on opening and closing conference slides.
- > Opportunity to have prize announcement included in a slide presentation at the opening of the final session, with the MC to announce that prizes will be delivered by the sponsor to the winner post-IBM Cognos Forum.

Registrations

- > One complimentary Cognos Forum delegate registrations. Note: travel and accommodation is the responsibility of the sponsor organisation.

Partner Demonstration Centre Sponsorship

4 Available > \$4,000 + GST

A dedicated meeting room, seating up to 50 people theatre-style, will be available for sponsors to present to Cognos Forum delegates during the conference breakout sessions.

Each package offers exclusive use of this Partner Demonstration Centre for a two hour period (8.30-10.30am or 11.00-1.00pm on Thursday 13 August, 8.30-10.30 or 11.00-1.00 on Friday 14 August). These will be assigned based on sponsor preferences on a first-in-first-served basis.

Branding

- > Logo placed on screen at entrance of the room and two banners inside the room (supplied by sponsor).
- > Publication of details of your presentation/s in the official on-site

conference guide (if Sponsorship Agreement signed and details for guide submitted by 1 July 2009).

- > Your logo in on-site conference guide.
- > Recognition of your sponsorship on the IBM Cognos Forum Asia Pacific 2009 website including your company logo and a link to your website.
- > Your logo and acknowledgment of sponsorship support on opening and closing conference slides.





Relaxation Station Sponsorship

1 Available > \$7,500 + GST

Treat attendees to one of the most anticipated Cognos Forum perks – a 3 minute massage from a trained therapist.

Branding

- > One digital print sign with your logo announcing the Relaxation Station.
- > Four massage therapists, on-duty for all conference breaks.
- > T-shirts with your logo supplied for massage therapists to wear.
- > One brochure stand for display of your promotional materials.
- > Banners (to be supplied by sponsor) placed alongside Relaxation Station.
- > Your logo in on-site conference guide.
- > Recognition of your sponsorship on the IBM Cognos Forum Asia Pacific 2009 website including your company logo and a link to your website.
- > Your logo and acknowledgment of sponsorship support on opening and closing conference slides.

Lead Generation

- > A voucher with your logo will be designed and printed by the Sponsorship Organisers and distributed to delegates. This will include space for the attendee to complete their contact details so you are able to capture the names of those who visit the Relaxation Station and redeem their massage voucher.

Registrations

- > One complimentary Cognos Forum delegate registrations.

Note: travel and accommodation is the responsibility of the sponsor organisation.

Internet Station Sponsorship

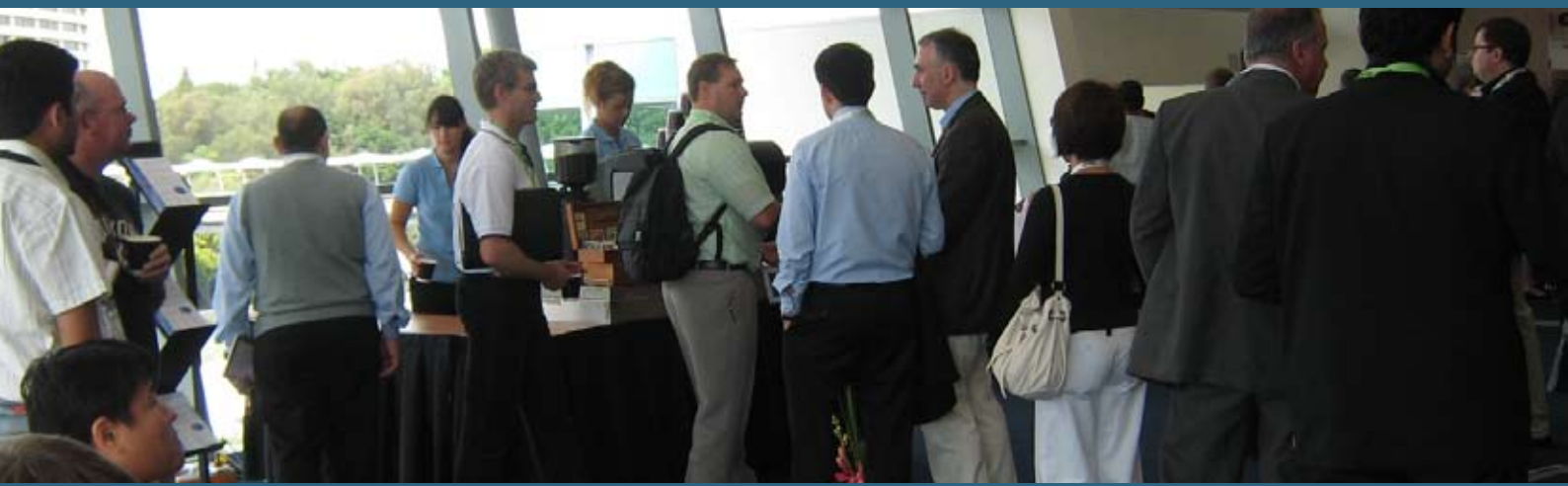
1 Available > \$6,000 + GST

Be the exclusive sponsor of the Cognos Forum Internet Station. This sponsorship offers tremendous visibility throughout the conference with the Internet Station strategically located alongside the major conference stream rooms.

Branding

- > Two digital print signs at rear of display booth with your logo announcing the Internet Station.
 - > Up to six computers with high speed internet access, and one printer, available for use by delegates during all conference breaks.
 - > Up to six computer stands with digital print signage on front of each with sponsor logo
 - > Your logo on the login screen of all computers.
 - > One brochure stand for display of your promotional materials.
- > Banners (to be supplied by sponsor) placed alongside Internet Station.
 - > Your logo in on-site conference guide.
 - > Recognition of your sponsorship on the IBM Cognos Forum Asia Pacific 2009 website including your company logo and a link to your website.
 - > Your logo and acknowledgment of sponsorship support on opening and closing conference slides.





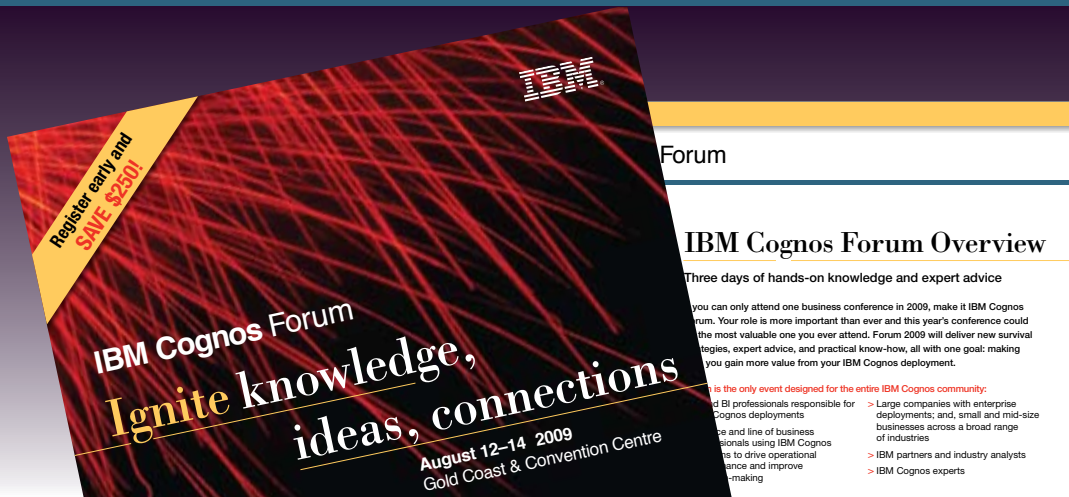
Espresso Coffee Station Sponsorship

2 Available > \$6,000 + GST

Indulge conference delegates with an espresso coffee during breaks. Always in high demand, the coffee stations will be positioned in the high-traffic break areas, alongside your exhibition booth.

Branding

- > Banners (to be supplied by sponsor) placed alongside the Espresso Coffee Station.
- > Brochure stand for display of your promotional materials.
- > Your logo on t-shirts worn by experienced baristas.
- > Your logo in on-site conference guide.
- > Recognition of your sponsorship on the IBM Cognos Forum Asia Pacific 2008 website including your company logo and a link to your website.
- > Your logo and acknowledgment of sponsorship support on opening and closing conference slides.
- > Opportunity to have prize announcement included in a slide presentation at the opening of the final session, with the MC to announce that prizes will be delivered by the sponsor to the winner post-IBM Cognos Forum.



Advertising in Conference Guide

Middle Section > \$1,200 + GST

Back Cover > \$1,750 + GST

Get your company's name in front of all Cognos Forum attendees by taking advantage of this opportunity to advertise in the Cognos Forum on-site conference guide.

This handy reference guide will be used by all attendees as they look for more information on exhibits, sessions and activities at the conference.

(Ad specs will be provided and artwork is to be supplied by the advertiser)

Branding

> Full page, four colour advertisement in the on-site conference guide in the middle section or back cover.

Sponsorship Agreement

Cognos Forum Asia Pacific 2009

Please complete the following Sponsorship Agreement and fax to Anna Price on 02 9954 5630. Upon receipt of this, and approval of the sponsorship by Cognos, a tax invoice will be issued by Somersault Group for Sponsorship Fees.

Company Name ("Sponsor"):

(as will appear in all conference material)

Company URL:

(as will appear in all conference material)

Company Address:

Contact:

Phone Number:

Fax:

Email:

Conference Sponsorship Packages

<input type="checkbox"/>	Platinum Sponsorship	\$25,000 + GST
<input type="checkbox"/>	Gold Sponsorship	\$12,500 + GST
<input type="checkbox"/>	Gala Dinner Package	\$15,000 + GST
<input type="checkbox"/>	USB Stick Package	\$10,000 + GST
<input type="checkbox"/>	Exhibition Package	\$6,000 + GST
<input type="checkbox"/>	Partner Demonstration Centre	\$4,000 + GST
<input type="checkbox"/>	Relaxation Station Package	\$7,500 + GST
<input type="checkbox"/>	Internet Station Package	\$6,000 + GST
<input type="checkbox"/>	Espresso Station Package	\$6,000 + GST
<input type="checkbox"/>	Advertising In On-Site Guide	Back Cover: \$1,750 + GST Middle Section: \$1,200 + GST

TOTAL SPONSORSHIP FEES

AU\$ _____ +GST

Please refer to clause 4 of the IBM Cognos Forum Asia Pacific 2009 Sponsorship Terms and Conditions for payment conditions.

Print Name: _____

Signature: _____

Date: _____

PLEASE NOTE: No sponsorship will be confirmed until payment is received in full. All sponsorships are limited and offered on a first come basis.

For more information, or to discuss your ideas for alternative sponsorship arrangements, please contact:

Anna Price
Somersault Group
PO Box 1037, North Sydney NSW 2059
Tel: +61 2 9954 1977, Fax: 02 9954 5630
Email aprice@somersaultgroup.com.au

Asia Pacific 2009 Sponsorship Terms and Conditions

1. Defined Terms: "Agreement" shall mean the IBM Cognos Forum Asia Pacific 2009 Sponsorship Agreement, which is comprised of the IBM Cognos Forum Asia Pacific 2009 Sponsorship Application ("Application") agreement and the terms and conditions contained herein. "Cognos" shall mean IBM Cognos Pty Ltd, its officers, directors, employees, contractors, agents, affiliates, representatives and assigns. "Somersault Group" shall mean Somersault Group Pty Ltd, its officers, directors, employees, contractors, agents, affiliates, representatives and assigns. "Company" shall mean the sponsoring company or person or any of its officers, directors, shareholders, employees, contractors, agents or representatives that have applied for sponsorship opportunities and agreed to enter into this Agreement. "Event" shall mean the date and location of each sponsorship opportunity as selected by Company on the Application agreement.

2. Agreement: This is an agreement for sponsorship opportunities at the Event. These Sponsorship Terms and Conditions should be read before signing the Application agreement. By signing the Application agreement, the Company also agrees to be bound by the terms and conditions herein. This Agreement shall become effective when it is signed by a representative of the Company. Agreements will only be accepted upon receipt of the requisite payment. Acceptance of Agreement is within the sole and absolute discretion of IBM Cognos.

3. Event: The Event is managed and operated by IBM Cognos. IBM Cognos reserves the right to remove or disallow, at Company's cost, any merchandise, display or demonstration that IBM Cognos deems competitive or unacceptable.

4. Payment Terms and Schedule: Company must pay Somersault Group 100% of the fees specified on the Application within 30 days after receiving a valid Somersault Group invoice, which Somersault Group may issue immediately after receipt of the signed Application. If Company cancels the sponsorship for any reason more than 30 days before the sponsored event, then Company shall pay Somersault Group, or Somersault Group may retain from prepaid fees a 50% cancellation fee and will refund the remaining 50%. If Company cancels the sponsorship for any reason 30 days or less before the sponsored event, then Company shall pay all fees to Somersault Group, or Somersault Group may retain all prepaid fees as the cancellation fee. The fees and charges are exclusive of all taxes, including GST. Company must pay all taxes, including GST, in addition to those fees and charges, except taxes on Somersault Group net

income. All Somersault Group invoices will be tax invoices for the purposes of GST. Any failure or delay by Company to make a scheduled payment as agreed is a material breach by Company of this Agreement.

5. Exhibit Space: Company acknowledges that IBM Cognos will be providing to Company, within a reasonable period of time in advance of Event, the rules and regulations regarding exhibit space. Where Event includes exhibit space benefits, Company agrees to make all commercially reasonable and good faith efforts to comply with these rules and regulations.

6. Cancellation or Change of Event by IBM Cognos: In the event that IBM Cognos, for any reason and in its sole discretion, cancels Event or changes any of the dates for Event, Somersault Group shall notify the Company as far in advance as possible of such change or cancellation. If, as a result of such cancellation or change, Company is unable to attend Event, Somersault Group agrees to refund all deposits previously paid by Company for Event.

Notwithstanding the foregoing, should Event be cancelled due to circumstances beyond the control of IBM Cognos (including, but not limited to, acts of God, governmental orders, acts of war, acts of terrorism, labour strikes, epidemics or unavailability of Event facility), the refund of fees shall be a proportionate share of the balance of the aggregate sponsorship fees received which remain after deducting expenses incurred by Somersault Group and reasonable compensation to Somersault Group. In no case shall the amount refunded to Company exceed the amount of sponsorship fees paid. Company shall not have a right to an accounting, review or audit of the financial records of Somersault Group or IBM Cognos. Any Company who cancels this Agreement prior to any cancellation or change of Event by IBM Cognos shall not be entitled to any refunds paid pursuant to this section. Company specifically waives any claim for compensation or damages relating to such cancellation or change by IBM Cognos. This section will survive the termination of this Agreement and the foregoing constitutes the full and final obligations and liabilities of IBM Cognos in the event of a cancellation or change as described in this section.

7. Cancellation by Company: In the event that Company cancels its participation in Event for any reason on or before the Initial Payment Date, Company is liable for a cancellation fee valued at 50% of total contracted sponsorship fees, and any funds paid by Company in excess of this amount will be refunded. In the event that Company cancels its participation in Event

after the Initial Payment Date, Company is liable for a cancellation fee valued at 100% of total contracted sponsorship fees. Cancellations must be made by written notice to Somersault Group, delivered in accordance with the Notice section hereunder, and are effective as of the date the cancellation notice is actually received by Somersault Group. The parties agree that the cancellation fee is a bona fide provision for liquidated and agreed upon damages and not a penalty. The parties understand that Company's withdrawal from participation will cause IBM Cognos to sustain substantial damages, including lost income, lost opportunity and damage to public perception, which will be difficult if not impossible to ascertain, and therefore the parties agree that the cancellation fees are a valid pre-estimate of these damages. The aforementioned cancellation date shall apply regardless of the date this Agreement is signed. No refunds will be made for cancellations received after the Initial Payment Date. The cancellation fee is due and payable at the time of cancellation and shall accompany the cancellation notice. IBM Cognos assumes no liability for having included the name of cancelled Company or its products or services in any marketing materials related to Event.

8. Termination for breach: In the event that Company (i) fails to make required payments as described in the Agreement, (ii) fails to perform its obligations in accordance with the Agreement, or (iii) becomes insolvent or is subject to insolvency or similar proceedings or where an administrator is appointed over any assets or undertakings of Company, IBM Cognos may terminate Company's participation in Event without notice and without obligation to refund payments made previously.

9. Subletting of Exhibit Space Prohibited: Company is prohibited from subletting any portion of its exhibit space to another company or person.

10. Assumption of Risk, Company Property, and Release: Company expressly assumes all risk associated with, resulting from or arising in connection with Company's participation or presence at Event, including, without limitation, all risks of theft, loss, harm or injury to the person (including death), property, business or profits of Company, whether caused by negligence, intentional act, act of God or otherwise. Company is solely responsible for its own property, including demonstration materials and products, and should insure its property from loss or damage from any cause whatsoever. Company is solely responsible and liable for any subrogation claims by its insurer. It is understood that all property

of Company is in its care, custody, and control in transit to, or from, or within the confines of the Event facility. IBM Cognos shall bear no responsibility for the safety of the Company, its personnel, employees, agents or representatives, or its property. Company hereby releases IBM Cognos from any claim, and covenants not to sue IBM Cognos, for any reason whatsoever in relation to the loss, theft, damage, or destruction of goods; or for any injury, including death (other than death or personal injury or death resulting from IBM Cognos' negligence), to itself, its employees, agents or representatives; nor for any damage of any nature, including damage to its business or personal property.

Company hereby agrees to protect, indemnify, defend and save IBM Cognos harmless against all claims, losses and damages to persons or property, charges or fines which may be assessed or levied, and attorney fees, including but not limited to subrogation claims by anyone having a contract of insurance with Company, which might result from or arise out of Company's installation, removal, maintenance, occupancy or use of the premises or part thereof, excluding any such liability caused by the sole negligence of the property operators.

11. Insurance:

11.1 Where Event includes exhibit space benefits, Company shall at all times during the term of this Agreement, at its sole expense, maintain the following insurance coverage with a reputable insurer(s): (a) all insurances required by applicable law; and (b) Public and Products Liability coverage naming IBM Cognos Incorporated, its subsidiaries (including, but not limited to, IBM Cognos) and its employees as an additional insured but only in respect to the operations of Company during Event, with the following minimum limits: \$2,000,000 public liability per occurrence, \$4,000,000 products aggregate;

11.2 Where Event does not include exhibit space benefits, Company shall at all times during the term of this Agreement, at its sole expense, maintain the following insurance coverage with a reputable insurer(s): (a) all insurances required by applicable law; and (b) Public Liability coverage naming

IBM Cognos Incorporated, its subsidiaries (including, but not limited to, IBM Cognos) and its employees as an additional insured but only in respect to the operations of Company during Event, with minimum limits of \$2,000,000 public liability per occurrence.

11.3 Insurance limits may be maintained using a combination of primary and excess policies. Company will provide IBM Cognos with a certificate of insurance evidencing the above referenced insurance coverage

is in full force and effect and giving IBM Cognos 30 days notice of cancellation of any of these policies.

12. Licenses: Company shall be solely responsible for obtaining any licenses, permits or approvals under applicable laws in relation to its activities at Event.

13. Interest: Company agrees to pay interest at the rate of 1.5% per month or the maximum legal interest rate, whichever is lower, on all past due fees. Company further agrees to pay all collection costs of IBM Cognos, including reasonable attorney's fees and court costs, incurred by IBM Cognos enforcing its rights herein.

14. Observance of Laws: Company shall abide by and observe all applicable laws, codes, rules and regulations relating to its participation in Event and at the Event facility. Without limiting the foregoing, Company agrees to construct its exhibit to ensure accessibility by handicapped person, in accordance with the Disability Discrimination Act 1992 (Cth).

15. Photography and Media: Company shall not take photographs and shall not use any IBM Cognos materials outside the scope of the Agreement without the prior written consent of IBM Cognos. Company agrees that IBM Cognos may take photographs of Company's exhibit and exhibit personnel during the duration of Event for any promotional use by IBM Cognos. Company further agrees that IBM Cognos has the right to film, record, use names, quotes, likenesses, or voice relating to Event and may distribute, publish, transmit, print, display or otherwise use such materials worldwide in any media whatsoever, in whole or in part, for any commercial purposes of IBM Cognos.

16. Trademarks and Logos: Company hereby grants to IBM Cognos a non-exclusive, royalty-free, worldwide license to use, copy and distribute its trademarks, logos or marketing materials in association with the operation, advertising and promotion of Event. Company acknowledges and agrees that the "IBM Cognos" name and the IBM Cognos logos and trademarks are the exclusive property of IBM Cognos and may not be used by Company unless expressly permitted in writing by IBM Cognos. Any unauthorized use of the IBM Cognos name, logos or trademarks by Company is a breach of this Agreement and constitutes grounds for termination by IBM Cognos without obligation to refund any fees paid by Company.

17. Notice: Any notice required to be given by Company to IBM Cognos in accordance with the provisions of this Agreement must be in writing and delivered personally or emailed directly to Marketing Department, IBM Cognos Software at: cogforum@au1.ibm.com.

18. Assignment: This Agreement is personal to the parties and the rights granted hereunder shall not be assigned, encumbered or otherwise transferred, by operation of law or otherwise, by Company without the prior written consent of IBM Cognos.

19. Governing Law: This Agreement shall be governed by and construed in accordance with the laws of New South Wales, excluding that body of law applicable to choice of law. Any dispute arising under or in connection with this Agreement shall be subject to the exclusive jurisdiction of the courts in Sydney, New South Wales to which the parties to this Agreement hereby submit.

20. Entire Agreement and Amendments: This Agreement constitutes the entire agreement between the parties. Any amendment to the Agreement may only be made by written agreement signed by duly authorised representatives of both parties.