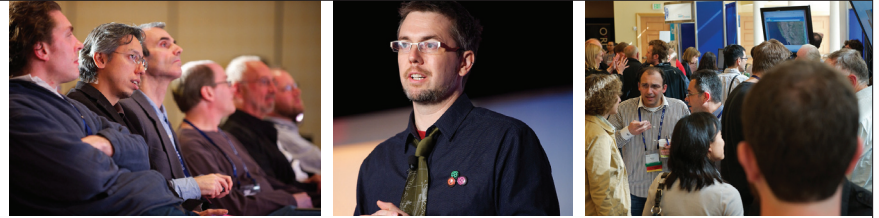


O'REILLY
where2.0[™]
 CONFERENCE



"Where 2.0 is THE event for location based services and with the evolution of maps, the perfect place to talk about what's new and exciting."

—JBC, NOKIA CONVERSATIONS

Now in its seventh year, the Where 2.0 Conference is where grassroots and leading-edge developers building location-aware technology intersect with businesses and entrepreneurs seeking location apps, platforms, and hardware. In the O'Reilly Conference tradition, Where 2.0 showcases leading trends and visionary technologies.

The premier conference for all things location-aware, Where 2.0 brings together CTOs, developers, technologists, researchers, geographers, business developers, entrepreneurs, and other stakeholders to shed light on the issues surrounding location, mobile, and social.

Topics include: HTML5, Data Collections, Users vs. Features, Ads vs. Subscriptions, Interfaces, Future of Mapping, Government & Humanitarian

Estimated attendance: 1000+

Two-day Exhibit Hall: April 20–21, 2011

Past speakers include:

- Michael Arrington, *TechCrunch*
- Blaise Agüera y Arcas, *Microsoft*
- Jeremy Stoppelman, *Yelp*
- Tim O'Reilly, *O'Reilly Media, Inc.*
- Jack Dangermond, *ESRI*
- Vanessa Fox, *Nine by Blue*
- Dennis Crowley, *foursquare*
- Michael Jones, *Google, Inc.*
- John Hanke, *Google, Inc.*
- Andrew Turner, *FortiusOne*
- Mikel Maron, *OpenStreetMap*
- Duane Nickull, *Adobe Systems*
- Michael Halbherr, *Nokia*
- Ryan Sarver, *Twitter*
- Danny Sullivan, *Search Engine Land*
- Michael Migurski, *Stamen Design*
- Shawn Allen, *Stamen Design*

Past sponsors and exhibitors include:

- ESRI
- NAVTEQ Network for Developers
- Veriplace
- AT&T Interactive
- DigitalGlobe
- Google, Inc.
- Yahoo! Developer network
- ZoomAtlas
- Digital Map Products
- Microsoft Research
- Pitney Bowes Business Insight
- C3
- Imaging Notes
- MapQuest
- OpenStreetMap
- Quova

Where 2.0 Conference 2011
 April 19–21, 2011
 Santa Clara Hyatt and Convention Center
 Santa Clara, CA

For more information,
 contact Yvonne Romaine at
 707-827-7198 or yromaine@oreilly.com

Sponsorship Packages

The Where 2.0 Conference sponsorship packages are designed to give you maximum exposure to a sophisticated technical audience in an intimate setting. Please contact Yvonne Romaine for additional information at (707) 827-7198, or via email: yromaine@oreilly.com.

Diamond Sponsorship: (Limit 2)

Pre-Conference:

- Company name, logo, 100-word description, and link on conference website
- Sponsor designation and right hand rail visibility on conference website, in onsite signage, and in marketing and PR announcements *
- Static banner ad in rotation on event web site *
- Ability to send one pre-event email to attendee opt-in list
- Access to pre-registered media list
- Sponsor logo included in HTML emails to prospective attendees

Onsite Benefits:

- 10 minute Plenary Keynote (pending approval by Program Chair)
- 75 minute workshop on day one (includes one speaker pass)
- 40 minute speaking opportunity in the Products & Services Track
- 20 second slide presentation in housekeeping slides *
- Exhibit Hall Booth in premium location (does not include carpet, furniture, internet or electricity)
- 12 Conference sessions passes (workshops not included; speaker will also be issued a pass plus up to four booth staff passes will be provided)
- Two-page, full color ad in Event Guide *
- Company name, logo, 100-word description, and link in printed Event Guide
- Use of media meeting room for interviews and briefings (available on first-come, first-served basis)
- Logo on attendee bag *
- Opportunity to host private reception (additional investment plus sponsor responsible for costs)
- Attendee bag insert *
- 3 re-tweets from conference Twitter account (subject to approval) *

Post-Conference:

- Ability to send one post-event email to attendee opt-in list

Gold Sponsorship:

Pre-Conference:

- Company name, logo, 50-word description, and link on conference website
- Sponsor designation and right hand rail visibility on conference website, in onsite signage, and in marketing and PR announcements *
- Ability to send either one pre-event email to attendee opt-in list
- Access to pre-registered media list

Onsite Benefits:

- 20 minute speaking opportunity in the Products & Services Track
- Exhibit Hall Booth (does not include carpet, furniture, internet or electricity)
- 6 Conference sessions passes (workshops not included; speaker will also be issued a pass plus up to four booth staff passes will be provided)
- Half-page, full color ad in Event Guide *
- Company name, logo, 50-word description, and link in printed Event Guide
- Use of media meeting room for interviews and briefings (available on first-come, first-served basis)
- Attendee bag insert *

Post-Conference:

- Ability to send one post-event email to attendee opt-in list

Platinum Sponsorship: (Limit 3)

Pre-Conference:

- Company name, logo, 75-word description, and link on conference website
- Sponsor designation and right hand rail visibility on conference website, in onsite signage, and in marketing and PR announcements *
- Static banner ad in rotation on event web site *
- Ability to send one pre-event email to attendee opt-in list
- Access to pre-registered media list
- Sponsor logo included in HTML emails to prospective attendees

Onsite Benefits:

- 5 minute Plenary Keynote (Pending approval by program Chair)
- 40 minute speaking opportunity in the Products & Services Track
- Exhibit Hall Booth in premium location (does not include carpet, furniture, internet or electricity)
- 8 Conference sessions passes (workshops not included; speaker will also be issued a pass plus up to four booth staff passes will be provided)
- One-page, full color ad in Event Guide *
- Company name, logo, 75-word description, and link in printed Event Guide
- Use of media meeting room for interviews and briefings (available on first-come, first-served basis)
- Attendee bag insert *

Post-Conference:

- Ability to send one post-event email to attendee opt-in list

Silver Sponsorship:

Pre-Conference:

- Company name, logo, 50-word description, and link on conference website
- Sponsor designation and right hand rail visibility on conference website, in onsite signage, and in marketing and PR announcements *
- Access to pre-registered media list

Onsite Benefits:

- Exhibit Hall Booth (does not include carpet, furniture, internet or electricity)
- 4 Conference sessions passes (workshops not included; up to four booth staff passes will be provided)
- Half-page, full color ad in Event Guide *
- Company name, logo, 50-word description, and link in printed Event Guide
- Use of media meeting room for interviews and briefings (available on first-come, first-served basis)
- Attendee bag insert *

Custom packages, Exhibit only and additional sponsorship opportunities are also available, such as:

- | | |
|---------------------------|-------------------------------------------------------|
| ■ AM/PM Break Sponsorship | ■ Exhibit Hall Reception Sponsorship |
| ■ Lanyard Sponsorship | ■ Registration Sponsorship |
| ■ Lunch Sponsorship | ■ Webcast Sponsorship (dates to be announced in 2011) |

*subject to deadline

Please print your Company name exactly as it should appear in all marketing and promotional materials for the event:

Product to be displayed in booth space (if any):

PRIMARY CONTACT INFORMATION

Name _____ Email _____

Company _____

Phone _____ Fax _____

Mailing Address (if different from below) _____

City _____ State _____ Zip Code _____

BILLING INFORMATION

Name _____ Email _____

Phone _____ Fax _____

Mailing Address _____

City _____ State _____ Zip Code _____

SPONSOR & EXHIBITOR SELECTIONS**WHERE 2.0 2011 SPONSOR PACKAGES**

Conference _____

Sponsor Level _____

Price \$ _____

WHERE 2.0 2011 EXHIBIT BOOTHS

Square feet _____

@ \$ _____ per square foot

Exhibit fee \$ _____

TOTAL AMOUNT DUE:

\$ _____

ADDITIONAL MARKETING OPPORTUNITIES

Advertisements

Pages _____ Price \$ _____

Bag Inserts

Number of pieces _____ Price \$ _____

PAYMENT INFORMATION

Full payment is due upon execution of this Application and Contract. All fees are deemed fully earned and are non-refundable. Cancellation by Sponsor/Exhibitor does not relieve Sponsor/Exhibitor of liability for full payment of fees, notwithstanding the loss of Sponsor/Exhibitor package benefits.

PAYMENT TYPE

Company check (Please make check payable to O'Reilly Media, Inc.)

Visa MasterCard American Express

Account number _____ Exp. date _____

Print cardholder's name _____

Cardholder's signature _____

Purchase Order P.O. Number (required if payment is not submitted with application): _____

TOTAL AMOUNT DUE: \$ _____

COMPANY LOGO AND INFORMATION

Please submit a company logo and company/product description: Sponsors, see sponsorship details for number of words; Exhibitors submit a 50-word description. O'Reilly Media, Inc. ("O'Reilly") is authorized to make use of this information for the conference program, related marketing material, and website. Company description and logo should be submitted via email to sponsorships@oreilly.com and should comply with one of the following print specs:

1. Vector file with fonts outlined (this is very important: O'Reilly is not responsible for providing fonts for printing sponsor-submitted logos.) or
2. 300 ppi TIFF, EPS, PDF or JPEG file of your non-animated logo. The web logo will appear on a white background.

CONTRACT SIGNATURES

Agreed: Sponsor/Exhibitor is bound to this Sponsor and Exhibitor Application and Contract ("Agreement") for **Where 2.0** ("Conference" and/or "Event"). I have read and agree to all the terms and conditions of the Agreement. I warrant that I am authorized to sign on behalf of the Sponsor/Exhibitor listed above and that all information I have provided is complete and accurate.

Sponsor	Title	Date
<hr/>		

Upon receipt of this signed contract and full payment, O'Reilly will countersign and return a copy to the contact listed on page one of the contract.

O'Reilly Media, Inc.	Date
<hr/>	

Please sign and return this contract with your payment to:

Attn: O'Reilly Conference Sponsorships, O'Reilly Media, Inc. 1005 Gravenstein Highway North, Sebastopol, CA 95472 Telephone: 707-827-7000 Fax: 707-829-0104

PARTICIPATION AGREEMENT

Terms and Conditions for Company participation in the _____ (event) taking place _____ (date).

ASSIGNMENT OF SPACE: O'Reilly shall assign the booth, display and/or tabletop space as agreed to under this Agreement for the period of the display and such assignment will generally be made no later than four weeks before the Event. Location assignments will be on a first-come, first-served basis, may be modified by O'Reilly due to changes in Event layout, venue or other factors, and will be made solely at the discretion of O'Reilly.

USE OF SPACE: Company is allowed to distribute literature, run demonstrations, and sell products, limited to items other than books, within the boundaries of the Company's assigned space. Company's product demonstration, placement or handing out of literature, signage, all booth furnishings and lighting must be well within the confines of the assigned space at all times and may in no way interfere with adjacent space. Demonstrations using audio must use headsets to demonstrate audio capabilities. All booth furnishings, equipment and displays are the responsibility of the Company, must be constructed safely, and must be installed, occupied and dismantled in accordance with O'Reilly's schedule. O'Reilly may refuse permission to exhibit any products or services O'Reilly deems objectionable or unsuitable for the Event. Company shall not assign to a third party its space or any portion of that space without the prior written consent of O'Reilly, which O'Reilly may grant or withhold at its sole discretion. If such permission is given, the Company assumes full responsibility for the conduct of the assignee and all its representatives.

COMPANY EVENTS: Company shall not schedule or sponsor any event in connection with the Conference, including without limitation evening events, during a time that overlaps or conflicts with any Conference event published in O'Reilly's Conference schedule.

INDEMNITY AND LIMITATION OF LIABILITY: Neither O'Reilly, any co-sponsor, venue provider nor any of their respective officers, agents, employees, contractors, facilities, representatives or assigns shall be liable for, and Company hereby releases them from, any claims for damage, loss, expense, harm, or injury or death to the person, property or business of the Company and/or any of its visitors, officers, agents, employees, contractors, or other representatives, resulting from theft, fire, earthquake, water, unavailability of the facility, uncontrollable events, third parties, accident or any other reason in connection with the display at the Conference. The Company hereby indemnifies, and shall defend, and protect O'Reilly and hold O'Reilly, any co-sponsor and venue provider harmless from any and all claims, demands, suits, liability, damages, losses, costs, attorney's fees, and expenses which might result or arise from Company's participation in the Conference or any actions of Company's officers, agents, employees, contractors, or other representatives. Under no circumstance will O'Reilly, any co-sponsor, or the venue provider be liable for lost profits or other incidental or consequential damages for any of their acts or omissions whatsoever whether or not appraised of the possibility or likelihood of such damages or lost profits. In no event shall O'Reilly's liability, under any circumstance, exceed the amount actually paid to it by the Company. O'Reilly makes no representations or warranties regarding the number or identity of persons who will attend the Conference.

OBSERVANCE OF LAWS: Company shall abide by and observe all laws, rules and regulations, and ordinances in connection with the Conference and this Agreement.

CANCELLATION OR TERMINATION BY O'REILLY: If for any reason beyond its reasonable control, including without limitation fire, strike, earthquake, damage, construction or renovation to the display site, government regulation, public catastrophe, or act of God ("Force Majeure"), O'Reilly shall determine that the Conference or any part will not be held, O'Reilly may cancel the Conference or any part thereof. In that event, the liability of O'Reilly is limited to the amount of fees paid, and O'Reilly shall determine and refund to the Company its proportionate share of the balance of the fees received which remains after deducting all expenses incurred by O'Reilly. In the event, however, that O'Reilly cancels the Conference for any reason other than Force Majeure, O'Reilly shall refund to Company the full amount of the fees paid by Company.

CANCELLATION BY COMPANY: All payments made to O'Reilly or agreed to under this Agreement shall be deemed fully earned and non-refundable in consideration for expenses incurred by O'Reilly and O'Reilly's lost or deferred opportunity to provide space and/or sponsorship opportunities to others. Cancellation notices must be in writing and sent to sponsorships@oreilly.com.

COMPANY CONDUCT: Company and all of its representatives shall conduct themselves at all times in accordance with highest standards of decorum and good taste. O'Reilly reserves the right to eject from the Conference Company or any Company representative(s) violating those standards.

AGREEMENT TO TERMS, CONDITIONS AND RULES: Company agrees to observe and abide by the foregoing terms and conditions and by such additional terms, conditions, and rules made by O'Reilly from time to time for the efficient and safe operation of the Conference. This Agreement represents the final, complete and exclusive agreement between the Company and O'Reilly concerning the subject matter of this Agreement. O'Reilly does not make any warranties or other agreements except as set forth above. Any amendment to this contract must be in writing signed by O'Reilly. No business forms (including without limitation any Company purchase order terms and conditions) shall modify, interpret, supplement or alter in any manner the express terms of this Agreement. The rights of O'Reilly under this Agreement shall not be deemed waived except as specifically stated in writing and signed by an officer of O'Reilly. If any term of this Agreement shall be declared invalid or unenforceable, the remainder of the Agreement shall continue in full force and effect. This Agreement shall be binding upon the heirs, successors, and assigns of the Company subject to the terms of this Agreement regarding consent to assignment.