

Dear Open Source Developer,

O'Reilly & Associates, Inc., invites you to participate in the third annual O'Reilly Open Source Convention and Perl 5.0 Conference taking place in San Diego, California, July 23–27, 2001. This event is aimed at open source developers, the Perl community, and open source executives.

O'Reilly is known as a leading publisher of quality technical information to the developer community, selling millions of books to the open source community over the past few years. The O'Reilly Network (*oreillynetwork.com*) is one of the foremost independent developer portals on the Web, with over 1,200,000 unique visitors each month.

And now, O'Reilly conferences are setting the standard among developers who embrace the “all content/no hype” concept of learning. O'Reilly's no-nonsense approach to bringing together industry leaders and developers has given rise to last year's successful Conference on Enterprise Java, our Peer-to-Peer Conference, and expanding attendance at our Open Source Conventions.

This year's Open Source Convention is primed for success and will feature:

- A superior technical program covering Perl, XML, MySQL, Apache, PHP, Python, Mozilla, Linux, Tcl, and Zope
- The original Perl Conference, now at Perl 5.0
- The first ever Open Source Executive Conference
- A great venue for reaching attendees through sponsorships, exhibiting, and evening events
- A beautiful location—on the water in San Diego, CA

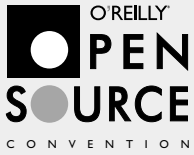
O'Reilly & Associates would like to extend to you a variety of sponsorship and exhibitor opportunities designed to create a lasting impression with our attendees. We also encourage your company to view the conference as a learning experience and send, in addition to your marketing personnel, your engineers, CTOs, and CEOs to engage our attendees and learn (as well as sell). We'll provide the setting for a deep exchange of ideas—you provide your passion for open source technologies.

At the heart of everything O'Reilly & Associates does is one simple goal—to help facilitate the transfer of knowledge. We look forward to helping you achieve your goals in the open source community.

Best regards,



Andrew Calvo
Conferences Sales Manager
O'Reilly & Associates, Inc.



Sponsor & Exhibitor Application & Contract

2001 O'Reilly
Open Source
Convention

San Diego, CA
July 23-27, 2001

Please sign and return this contract with your payment to:
Attn: Andrew Calvo, O'Reilly & Associates, Inc.
101 Morris Street, Sebastopol, CA 95472
Telephone: 707-829-0515 x 441; Fax: 707-823-9746

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

Product to be displayed:

Primary contact information:

Name _____ Email _____
Phone _____ Fax _____
Mailing Address (if different from below) _____
City _____ State _____ Zip Code _____

Company information:

Name _____ Email _____
Phone _____ Fax _____
Mailing Address _____
City _____ State _____ Zip Code _____

SPONSOR & EXHIBITOR SELECTIONS

For detailed information on Sponsor and Exhibitor opportunities, please contact Andrew Calvo: andrewc@oreilly.com

SPONSOR PACKAGES

_____ Platinum Sponsor – \$45,000
_____ with upgrade to 20' x 20' booth space – \$50,000
Select one:
 Official Sponsor of the Keynote
 Cosponsor of Gala Reception
_____ Gold Sponsor – \$30,000
_____ with upgrade to 20' x 20' booth space – \$35,000
_____ Silver Sponsor – \$15,000

EXHIBITOR BOOTHS

_____ 8' x 10' Booth – \$3,495
_____ 8' x 20' Booth – \$4,995

ATTENDEE PROGRAM ADVERTISEMENTS

_____ Full-page ad – \$995
_____ Half-page ad – \$595
_____ Quarter-page ad – \$295

DESIGNATED AREA SPONSORSHIPS

_____ Press Room – \$10,000
_____ Terminal Room – \$10,000
_____ Stress Relief Center – \$10,000
_____ Exhibit Hall Lounge – \$10,000
_____ Shuttle Sponsorships
 Molly Trolley – \$10,000
 Shuttle A – \$10,000
 Shuttle B – \$10,000

TOTAL AMOUNT DUE:

\$ _____

EARLY BIRD DISCOUNT

10% Early Bird Discount on ALL contracts signed and paid by April 15, 2001.

TOTAL WITH DISCOUNT

(if applicable)

\$ _____

See next page for payment information.

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PAYMENT INFORMATION

Full payment in U.S. funds must accompany this form in order to secure your space as an sponsor or exhibitor.

Exhibitors will receive their display area assignments when we receive full payment.

Cancellations: We will refund 25% of the total *exhibit only* fee for cancellations received in writing by 5:00 PM on May 25, 2001. After that date, no refunds will be made. In the unlikely event of cancellation of the conference, the liability of O'Reilly & Associates, Inc., is limited to the return of paid fees.

Payment Type:

- Company check (Please make check payable to O'Reilly & Associates)
 Visa MasterCard American Express Discover

Account number _____ Expiration date _____

Print cardholder's name _____

Cardholder's signature _____

CONTRACT SIGNATURES

I have read all of the terms and conditions of the Participation Agreement and agree to comply with these terms.

Sponsor/Exhibitor _____ Title _____ Date _____

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

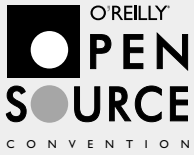
O'Reilly & Associates, Inc. _____ Date _____

COMPANY LOGO AND INFORMATION

Please submit a company logo and 50 word company/product description below.

O'Reilly & Associates is authorized to make use of this information for the Convention Program and web site. Logos should be submitted via email to andrewc@oreilly.com and should comply with one of the following print specs for submitting sponsor logos:

1. 300 dpi Photoshop® tiff or eps file
2. Adobe® Illustrator® or Macromedia® Freehand® eps file **with fonts outlined.** (This is very important; O'Reilly & Associates is not responsible for providing fonts for printing sponsor submitted logos.)



Event Sponsor Application & Contract

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

Primary contact information:

Name _____ Email _____
Phone _____ Fax _____
Mailing Address (if different from below) _____
City _____ State _____ Zip Code _____

Company information:

Name _____ Email _____
Phone _____ Fax _____
Mailing Address _____
City _____ State _____ Zip Code _____

EVENT SPONSOR OPPORTUNITIES

For detailed information on Sponsor and Exhibitor opportunities, please contact Andrew Calvo: andrewc@oreilly.com

All Events and Sponsors will be listed in Attendee Convention Program.

July 23, 2001

- _____ **Monday Movie Night – \$5,000**
Hang banners, distribute materials at Monday Movie Night

July 24, 2001

- _____ **Tuesday Night Welcome Reception – \$25,000**
Outdoor Tent (5-7 PM, 2,000 max. occupancy)
Host reception, \$10,000 food and beverage credit
- _____ **Tuesday Night Quiz Show – \$5,000**
Hang banners, distribute materials at Tuesday Night Quiz Show

July 25, 2001

- _____ **Wednesday Night Party – \$10,000**
Quinn's Sports Bar (8-11 PM, 150 max. occupancy)
Host reception, \$3,500 food and beverage credit
- _____ **Wednesday Night Party – \$10,000**
Waterworks Lounge (8-11 PM, 150 max. occupancy)
Host reception, \$3,500 food and beverage credit
- _____ **Wednesday Night Party – \$10,000**
Catalina Room (8-11 PM, 250 max. occupancy)
Host reception, \$3,500 food and beverage credit

July 26, 2001

- _____ **Thursday Night Party – \$20,000**
Outdoor Tent (8-11 PM, 2,000 max. occupancy)
Host reception, \$7,000 food and beverage credit
- _____ **Thursday Night Party – \$10,000**
Quinn's Sports Bar (8-11 PM, 150 max. occupancy)
Host reception, \$3,500 food and beverage credit
- _____ **Thursday Night Party – \$10,000**
Waterworks Lounge (8-11 PM, 150 max. occupancy)
Host reception, \$3,500 food and beverage credit
- _____ **Thursday Night Party – \$10,000**
Catalina Room (8-11 PM, 250 max. occupancy)
Host reception, \$3,500 food and beverage credit

July 23-27, 2001

- _____ **Monday, Tuesday, Wednesday, Thursday, or Friday Night Yacht Party – \$15,000 per night**
Yacht in bay (8-11 PM, 150 max. occupancy)
Host reception, \$7,000 food and beverage/yacht rental credit

TOTAL AMOUNT DUE: \$ _____

EARLY BIRD DISCOUNT 10% Early Bird Discount on ALL contracts signed and paid by April 15, 2001.

TOTAL WITH DISCOUNT (if applicable) \$ _____

See next page for payment information.

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 Convention

San Diego, CA
 July 23-27, 2001

PAYMENT INFORMATION

Full payment in U.S. funds must accompany this form in order to secure your sponsorship of the event of your choice.

Sponsors will receive confirmation of their events when we receive full payment.

Cancellations: We will refund 25% of the total *event only* fee for cancellations received in writing by 5:00 PM on May 25, 2001. After that date, no refunds will be made. In the unlikely event of cancellation of the conference, the liability of O'Reilly & Associates, Inc., is limited to the return of paid fees.

Payment Type:

- Company check (Please make check payable to O'Reilly & Associates)
- Visa MasterCard American Express Discover

Account number _____ Expiration date _____

Print cardholder's name _____

Cardholder's signature _____

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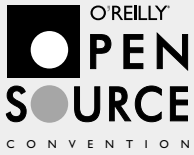
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Promotional Items Order Form

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Primary contact information:

Name Email

Phone Fax

Mailing Address (if different from below)

City State Zip Code

Company information:

Name Email

Phone Fax

Mailing Address

City State Zip Code

2001 O'REILLY OPEN SOURCE CONVENTION PROMOTIONAL ITEMS

You provide the logo, we produce 2,500 units and distribute to all attendees at registration.

Attendee Highlighter Pens - \$5,000

Luggage Tabs - \$5,000

Attendee Badge Lanyard - \$5,000

16" Beach Balls - \$7,500

Sport Water Bottles - \$5,000

Chapstick on a Rope - \$10,000

Ceramic Coffee Mugs - \$10,000

Frisbee - \$5,000

Bottle Opener - \$3,000

Luggage Tags - \$5,000

Sun Visors - \$5,000

Sport Sunglasses - \$5,000

Penguin Stress Balls - \$7,500

Flexible Stress Relievers - \$5,000

Attendee Pens - \$5,000

Attendee Notepad - \$5,000

Rainbow Slinkies - \$5,000

TOTAL AMOUNT DUE:

\$

EARLY BIRD DISCOUNT

10% Early Bird Discount on ALL contracts signed and paid by April 15, 2001.

TOTAL WITH DISCOUNT

(if applicable)

\$

See next page for payment information.

Promotional Items Order Form

PAYMENT INFORMATION

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Cancellations: We will refund 25% of the total *promotional item* fee for cancellations received in writing by 5:00 PM on May 25, 2001. After that date, no refunds will be made. In the unlikely event of cancellation of the conference, the liability of O'Reilly & Associates, Inc., is limited to the return of paid fees.

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O'Reilly & Associates, Inc.

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Participation Agreement

Terms & Conditions for Vendor Participation in the 2001 O'Reilly Open Source Convention, July 23–27, 2001

ASSIGNMENT OF SPACE: O'Reilly & Associates, Inc. (ORA) shall assign the display space to the Sponsor/Exhibitor for the period of the display, such assignment to be made within six weeks after ORA's receipt of this application and a check for the amount of the sponsorship. Location assignments will be on a first-come, first-served basis and will be made solely at the discretion of ORA.

USE OF DISPLAY SPACE: The Sponsor/Exhibitor is allowed to distribute literature, run demonstrations, and sell products in their assigned exhibit spaces. Sponsor/Exhibitor shall not assign to a third party its display space or any portion of that space without the prior written consent of ORA, which ORA may grant or withhold at its sole discretion. If such permission is given, the Sponsor/Exhibitor shall assume full responsibility for the conduct of the assignee and all its representatives. Sponsor/Exhibitor's product demonstration may in no way interfere with demonstrations at adjacent tables. Demonstrations using audio must use headsets to demonstrate audio capabilities.

INDEMNITY AND LIMITATION OF LIABILITY: Neither ORA, any co-sponsor or display space provider nor any of their officers, agents, employees, facilities, other representatives, or assigns shall be liable for, and Sponsor/Exhibitor hereby releases them from, any claims for damage, loss, harm, or injury to the person, property, or business of the Sponsor/Exhibitor or any of its visitors, officers, agents, employees, or other representatives, resulting from theft, fire, earthquake, water, unavailability of the facility, accident, or any other reason in connection with the display at the conference. The Sponsor/Exhibitor shall indemnify, defend, and protect ORA and hold ORA, any co-sponsor and space provider harmless from any and all claims, demands, suits, liability, damages, losses, costs, attorney's fees, and expenses which might result or arise from Sponsor's/Exhibitor's participation in the conference or any actions of its officers, agents, employees, or other representatives.

Under no circumstance will ORA, any co-sponsor, or the exhibit space 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 ORA's liability under any circumstance exceed the amount actually paid to it by the Sponsor/Exhibitor for display space. ORA makes no representations or warranties regarding the number of persons who will attend the conference.

OBSERVANCE OF LAWS: Sponsor/Exhibitor shall abide by and observe all laws, rules and regulations, and ordinances.

CANCELLATION OR TERMINATION OF EXHIBITS: If for any reason beyond its reasonable control including fire, strike, earthquake, damage, construction or renovation to the display site, government regulation, public catastrophe, act of God, or any similar reason, ORA shall determine that the conference or any part may not be held, ORA may cancel the conference, including the booth space, table-top displays, or any part thereof. In that event, ORA shall determine and refund to the Sponsor/Exhibitor its proportionate share of the balance of the aggregate display fees received which remains after deducting all expenses incurred by ORA.

SPONSOR/EXHIBITOR CANCELLATION: All payments made to ORA under this application shall be deemed fully earned and non-refundable in consideration for expenses incurred by ORA and ORA's lost or deferred opportunity to provide display space to others.

SPONSOR/EXHIBITOR CONDUCT: Sponsor/Exhibitor and all of its representatives shall conduct themselves at all times in accordance with highest standards of decorum and good taste. ORA reserves the right to eject from the conference any Sponsor/Exhibitor or representative violating those standards.

AGREEMENT TO TERMS, CONDITIONS, AND RULES: Sponsor/Exhibitor agrees to observe and abide by the foregoing terms and conditions and by such additional terms, conditions, and rules made by ORA from time to time for the efficient and safe operation of the conference. This application represents the entire agreement between the Sponsor/Exhibitor and ORA concerning the subject matter of this application. ORA is not making any warranties or other agreements except as set forth above. Any amendment to this contract must be in writing signed by ORA. The rights of ORA under this agreement shall not be deemed waived except as specifically stated in writing and signed by an officer of ORA. 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 Sponsor/Exhibitor subject to the terms of this agreement regarding assignment.