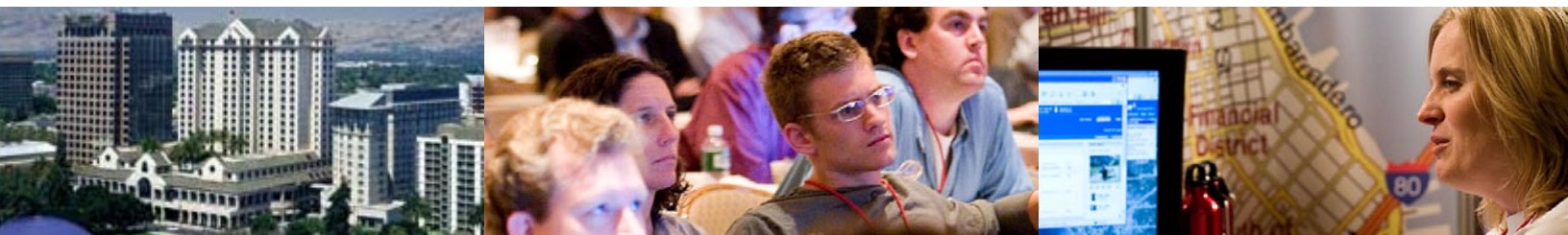


where2.0

C O N F E R E N C E

The Future of Mapping and Search

June 13–14, 2006
The Fairmont Hotel
San Jose, CA



At the debut of **where2.0** last June, we identified the rough borders of the location-aware technology space, with speakers from MSN Virtual Earth, Google Maps, Yahoo!, ESRI, open source GIS, the world of map mash-up hackers, and more.

For the second conference, we're focusing on lighting the commercial fires around this new technology, answering the question, "Where's the value?" We'll be looking at the latest **where2.0** technology, businesses, and content with an emphasis on these questions: How can developers make money at this? What applications have legs? How can enterprises make money using this?

Who and what will be featured at **where2.0**?

Amazing location systems, untapped geodata, unsung projects or hardware, people who are poised to make real money—and why. High profile keynote conversations with big players, "high order bits" demoing cool startups and neat applications.



Topics and themes:

- Adding mashups into small businesses to increase efficiency and revenue
- Demographics information
- Enterprise integration of Google Maps, open source tools, etc.
- Map visualization techniques
- Mobile location-based services, like uLocate and Plazes
- Money-making mash-ups and hot start-ups
- New geo map hacking world
- Security applications (fraud detection, tracking, surveillance), geospam, privacy
- Yellow pages data providers

Attendee profile:

CIO, CTO, CEO, CMO
Strategic IT planning and decision-makers
Top level product marketing and R&D managers
Analysts, Press, Bloggers

Sectors:

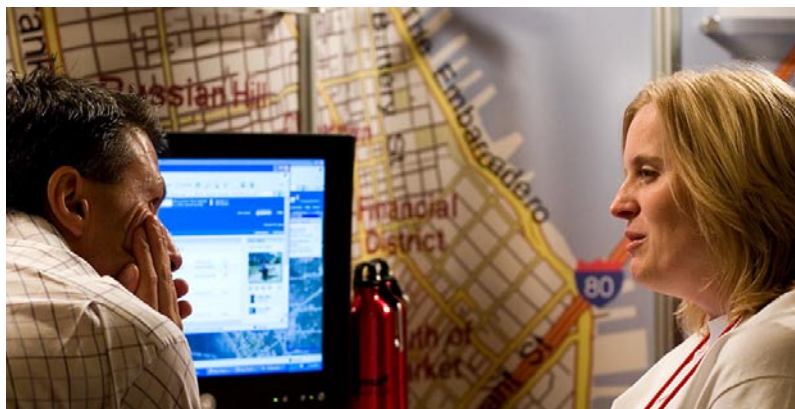
Internet, retail, insurance, government, energy, data management, transportation, health care, call centers, supply chain systems, and more.

Sponsorships

Our sponsorship packages are designed to promote your company as an industry leader to our attendees, the press and the over 2 million online visitors to the O'Reilly Network (oreillynet.com).

Emerging companies

If you have been in business for less than 2 years, have less than 10 employees or have less than \$1M in revenue, we will offer all levels of sponsorship to you at a significant discount, please inquire.



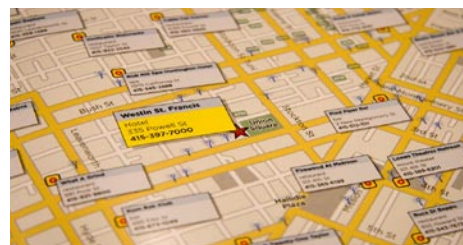
The Diamond Sponsor Package gives you exclusive top billing to all attendees before, during, and after the event, and premium advertising and exhibit placement at the event, solidifying your company's leadership position in the location community.

- **One plenary speaking opportunity (subject to O'Reilly consultation and approval of speaker and content). This will be a 15 minute plenary conversation/panel/session pending sponsors request and consultation with program chairs.**
 - Opportunity to hang banner in ballroom during plenary
 - Opportunity to distribute materials in ballroom during plenary
 - Listing and logo placement in conference program as plenary sponsor
- **Sponsor of Exhibit Hall Reception, June 13, 6:00–7:30pm**
 - Listing and logo placement in conference program, website, email announcements, onsite signage
- **Two page ad in conference program**
- **Two, 6' tabletop displays (pop-up booths allowed) in premium location in Exhibit Hall**
 - Includes:
 - Two, 6' draped counters (20 linear feet)
 - Two counter height stools
 - 8' high draped backwall to hang banner
 - Carpeted room (no need to rent carpet)
 - High speed Ethernet Internet connection
 - Electrical connection for two computers
- **Use of press conference room for one private press event (on a first-come, first-served basis)**
- **Web/print ads**
 - Company logo and 100-word description prominently displayed on conference marketing materials and web site
 - Top logo placement and link on conference home page
- **200,000 online banner impressions on oreillynet.com**
- **Conference passes**
- **Six full conference passes (excluding tutorials); conference materials included**
- **Two-time use of Who's Who, opt-in attendee list (pre and post con)**
- **Attendee bag insert**
- **Opportunity to host reception at Fairmont Hotel (on a first come, first served basis: vendor responsible for reception costs)**



The Platinum Sponsor Package gives you unparalleled access and exposure to all attendees before, during, and after the event, and demonstrates your company's leadership position in the location community.

- **Official sponsor of breakfast and lunch for one day of the conference**
 - Opportunity to hang banner during breakfast and lunch
 - Opportunity to distribute materials during breakfast and lunch
 - Company listing in conference program, onsite signage
- **Full-page ad in conference program**
- **6' tabletop display (pop-up booths allowed) in premium location**
 - Includes:
 - 6' draped counter
 - Two counter height stools
 - 8' high draped backwall to hang banner
 - Carpeted room (no need to rent carpet)
 - High speed Ethernet Internet connection
 - Electrical connection for two computers
- **Use of press conference room for one private press event (on a first-come, first-served basis)**
- **Web/print ads**
 - Company logo and 100-word description prominently displayed on conference marketing materials and web site
 - Top logo placement and link on conference home page
- **150,000 online banner impressions on oreillynet.com**
- **Conference passes**
 - Four full conference passes (excluding tutorials); conference materials included
- **Two-time use of Who's Who, opt-in attendee list (pre and post con)**
- **Attendee bag insert**
- **Opportunity to host reception at San Jose Fairmont Hotel (on a first come, first served basis: vendor responsible for reception costs)**



The Gold Sponsor Package is a powerful way to gain the mind share and market share of the location community.

- **Full page color ad in conference program**
- **6' tabletop display (pop-up booths allowed)**
 - Includes:
 - 6' draped counter
 - Two counter height stools
 - 8' high draped backwall to hang banner
 - Carpeted room (no need to rent carpet)
 - High speed Ethernet Internet connection
 - Electrical connection for two computers
- **Web/print ads**
 - Company logo and 75-word company description prominently displayed on all conference marketing materials and web site
 - Logo placement and link on conference home page
- **Two-time use of Who's Who, opt-in attendee list (pre and post con)**
- **Attendee bag insert**
- **100,000 online banner impressions on oreillynet.com**
- **Conference passes**
 - Two full conference passes (excluding tutorials); conference materials included



This event is designed to give you maximum exposure to a sophisticated technical audience with a minimum investment. We provide the draped tabletop—you provide one or two staff members, one or two banners, demo setup and product literature.

Move in:

Monday, June 12, 2006
2:00 pm–5:00 pm

Tuesday, June 13, 2006
7:00 am–10:00 am

Exhibit hall hours:

Tuesday, June 13, 2006
10:00 am–11:00 am

12:00 pm–2:00 pm
3:00 pm–4:30 pm
6:00 pm–7:30 pm (Reception)

Tear down:

Tuesday, June 13, 2006
7:30 pm–9:00pm

All sponsor packages include:

- 6' draped counter (pop-up booths allowed)
- One counter height stool
- 8' high draped backwall to hang banner
- Carpeted room (no need to rent carpet)
- High speed Ethernet Internet connection
- Electrical connection for two computers

Projected attendance:

600–800+ attendees, speakers, and press

Conference program ads

Full-page \$2,995

Half-page \$1995

Quarter-page \$995

Additional Sponsor Opportunities

- where2.0 Fair sponsorship
- AM/PM break sponsorship
- Wireless network sponsorship
- Internet café sponsorship
- Lanyard sponsorship
- Attendee pens and notepads
- Attendee bag
- Hotel card key

Contact:

Andrew Calvo
andrewc@oreilly.com
707-827-7176
for pricing & for options
on customizing sponsorship
and reception possibilities.

Please sign and return this contract with your payment to:
 Attn: **Andrew Calvo**, O'Reilly Media, Inc.
 1005 Gravenstein Highway North, Sebastopol, CA 95472
 Telephone: **707-827-7000** Fax: **707-829-0104**

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 selections

For detailed information on Sponsor opportunities, please contact Andrew Calvo: andrewc@oreilly.com • 707-827-7176

Sponsor packages

- Diamond Sponsor — \$35,000
- Platinum Sponsor — \$25,000
- Gold Sponsor — \$15,000

Attendee program advertisements

- Full-page \$2,995
- Half-page \$1,995
- Quarter-page \$995

Bag inserts

- \$995 per piece

TOTAL AMOUNT DUE:

\$ _____

TOTAL WITH DISCOUNT
(if applicable)

\$ _____

See next page for payment information.

Payment information

Full payment in U.S. funds must accompany this form in order to secure your space as a sponsor. Sponsors will receive their display area assignments when we receive full payment.

Cancellations: We will refund 50% of the total sponsor fee for cancellations received in writing by 5:00 PM on **January 7, 2006**. After that date, no refunds will be made. In the unlikely event of cancellation of the conference, the liability of O'Reilly Media, Inc. is limited to the return of paid fees.

Payment type:

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

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 _____ Title _____ Date _____

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

O'Reilly Media, Inc. _____ Date _____

Company logo and information

Submit your company/product description to andrewc@oreilly.com. O'Reilly Media is authorized to make use of this information for the conference program and web site. Print and web logos should be submitted via email to andrewc@oreilly.com and should comply with one of the following print specs:

1. 300 ppi Photoshop tiff or eps file AND a 72 ppi web version (.gif or .jpg) of your non-animated logo that is equal to or less than 140 pixels wide and 140 pixels tall. The web logo will appear on a white background.
2. Adobe Illustrator or Macromedia Freehand eps file, with fonts outlined.
(This is very important: O'Reilly Media, Inc. is not responsible for providing fonts for printing sponsor-submitted logos.)

Terms and conditions for vendor participation in the where2.0 conference, June 13–14, 2006

ASSIGNMENT OF SPACE: O'Reilly Media, Inc., (ORM) shall assign the display space to the Sponsor for the period of the display, such assignment to be made within six weeks after ORM'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 ORM.

USE OF DISPLAY SPACE: Sponsors are allowed to distribute literature, run demonstrations, and sell products in their assigned exhibit spaces. Sponsor shall not assign to a third party its display space or any portion of that space without the prior written consent of ORM, which ORM may grant or withhold at its sole discretion. If such permission is given, the Sponsor shall assume full responsibility for the conduct of the assignee and all its representatives. Sponsor'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 ORM, 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 hereby releases them from, any claims for damage, loss, harm, or injury to the person, property or business of the Sponsor 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 shall indemnify, defend, and protect ORM and hold ORM, 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 participation in the conference or any actions of its officers, agents, employees, or other representatives. Under no circumstance will ORM, 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 ORM's liability under any circumstance, exceed the amount actually paid to it by the Sponsor for display space. ORM makes no representations or warranties regarding the number of persons who will attend the conference.

OBSERVANCE OF LAWS: Sponsor 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, ORM shall determine that the conference or any part may not be held ORM may cancel the conference, including the booth space, tabletop displays or any part thereof. In that event, ORM shall determine and refund to the Sponsor its proportionate share of the balance of the aggregate display fees received which remains after deducting all expenses incurred by ORM.

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

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

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

O'REILLY®