



**INTERNET WORLD**  
Wireless West 2001

**DECEMBER 4 – 6, 2001**  
San Jose Convention Center  
San Jose, CA

**SHOW MEDIA PRODUCT CONTRACT**

Please complete and mail to: **Internet World Wireless West 2001, c/o Penton Media, Inc.**  
16 Thorndal Circle, Darien, CT 06820-5421

**YES**, I want to extend our impact before, during and after Internet World with Show Media Products! *For further information on prices and availability of Show Media Products, please call 781-237-2050 ext. 11.*

Advertiser Name: \_\_\_\_\_ Address: \_\_\_\_\_  
City / State: \_\_\_\_\_ Zip/Postal Code: \_\_\_\_\_  
Company Phone: \_\_\_\_\_ Company Fax: \_\_\_\_\_  
Company Contact: \_\_\_\_\_ Phone: \_\_\_\_\_  
E-mail: \_\_\_\_\_ Company Billing Contact: \_\_\_\_\_

Agency: \_\_\_\_\_ Address: \_\_\_\_\_  
City: \_\_\_\_\_ State/Province: \_\_\_\_\_ Zip/Postal Code: \_\_\_\_\_  
Agency Phone: \_\_\_\_\_ Agency Fax: \_\_\_\_\_  
Agency Contact: \_\_\_\_\_ Phone: \_\_\_\_\_  
Agency Billing Contact: \_\_\_\_\_ E-mail: \_\_\_\_\_

Please bill:  Company  Agency Purchase Order Number Required?:  Yes  No If yes, P.O. Number: \_\_\_\_\_

	QUANTITY	PRICE	SUBTOTAL
<b>1. INTERNET WORLD WIRELESS WEST 2001 FINAL PROGRAM AND SHOW DIRECTORY:</b>			
Ad Size	Number of Colors	Position	Premium: <input type="radio"/> yes <input type="radio"/> no
_____	<input type="radio"/> b/w <input type="radio"/> 4c	_____	_____
_____	<input type="radio"/> b/w <input type="radio"/> 4c	_____	_____
<b>2. BANNERS (Supplied by Advertiser): *** CLIENT IS RESPONSIBLE FOR ALL HANGING FEES ***</b>			
<input type="radio"/> Location: _____	Size: _____	_____	\$ _____
<input type="radio"/> Location: _____	Size: _____	_____	\$ _____
<input type="radio"/> Location: _____	Size: _____	_____	\$ _____
<b>3. SPONSORSHIPS:</b>			
Premium: <input type="radio"/> yes <input type="radio"/> no			
Client supplies materials: <input type="radio"/> yes <input type="radio"/> no			
_____	_____	_____	\$ _____
_____	_____	_____	\$ _____
<b>4. OTHER:</b> _____			
_____	_____	_____	\$ _____
<b>TOTAL</b>		<b>\$ _____</b>	<b>\$ _____</b>

The undersigned hereby represents and warrants that he/she is duly authorized to execute this binding contract on behalf of the Advertiser named above, and accepts all contract terms and copy regulations on the reverse side:

Applicant's Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Name: \_\_\_\_\_ Title: \_\_\_\_\_

Accepted by (FOR PENTON MEDIA USE ONLY): \_\_\_\_\_ Date: \_\_\_\_\_

The Advertiser hereby submits this Application for Show Media product to Penton Media, Inc. company "(Penton Media, Inc.)" and hereby acknowledges and agrees to the terms and conditions set forth herein (including the reverse side hereof). The Advertiser further agrees that this contract is subject to the acceptance of Penton Media, Inc. and, upon acceptance of this contract by Penton Media, Inc., this contract shall become a legally binding, enforceable against the Advertiser in accordance with its terms.

An Advertiser is defined as any exhibitor who enters into this agreement with Penton Media, Inc. to promote their company through means outside their exhibit booth space, i.e. ad space, banner space, sponsorship activities or items.

1. **PAYMENT TERMS.** One-half (50%) of the total advertising/promotional charge as set forth on the reverse side hereof (the "Total Advertising Charges") shall be due within 30 days of signing this contract and the balance due 75 days prior to the opening day of the exhibition. All payments shall be made by check payable to: Penton Media, Inc.
2. **EFFECTIVENESS.** This contract shall not be effective until accepted by Penton Media, Inc., Penton Media, Inc. reserves the right to reject any contract in its sole and absolute discretion. Upon acceptance by Penton Media, Inc., a copy hereof indicating Penton Media, Inc., a copy hereof indicating Penton Media, Inc.'s acceptance will be mailed to the Advertiser. In the event this Application is rejected by Penton Media, Inc. any and all payments rendered by the Advertiser in connection herewith shall be promptly returned to the Advertiser.
3. **CANCELLATION.** This Contract may be canceled by the Advertiser at any time upon written notice to Penton Media, Inc., subject to the following cancellation charges. Premium sponsorships, premium ad positions and banners are non-cancelable. A 100% cancellation charge equal to the Total Advertising Charge is expected in full upon cancellation of the media contract. For all other media, if such notice is received by Penton Media, Inc. on or before the date which is 75 days prior to the opening day of the exhibition, the Advertiser shall pay to Penton Media, Inc. a cancellation charge equal to one-half (50%) of the Total Advertising Charges; and if such notice is received by Penton Media, Inc. thereafter, the Advertiser shall pay to Penton Media, Inc. a cancellation charge equal to the Total Advertising Charges. Should you cancel your exhibit space, regardless if the sponsorship is resold, your sponsorship will cease but payment is required in accordance to the cancellation policy stated above.
4. **COMMISSIONS.** A recognized advertising agency may be eligible for payment of a commission on print media equal to fifteen percent (15%) of the amount of the Total Advertising Charges actually received by Penton Media, Inc., provided, however, that no such commission shall be paid unless such Total Advertising Charges have been timely paid in accordance with Section 1.
5. **RIGHT OF OFFSET.** Penton Media, Inc. shall have the right to offset the amount of any obligation due and owing to Penton Media. From the Advertiser against any obligations at any time due and owing to the Advertiser by Penton Media, Inc., whether under this Contract or under any other contract arrangement or understanding between Penton Media, Inc. and the Advertiser. In addition, this contract is subject to Penton Media, Inc.'s standard credit terms and policies and Penton Media, Inc. may apply any amounts received from Advertiser toward any other outstanding balance due from Advertiser. Advertiser or its agency shall be liable for all monies due and costs of collection, including Attorneys' fees, as a result of any collection efforts by Penton Media, Inc. under this Contract.
6. **INSERTION INSTRUCTIONS.** Insertion instructions shall be supplied for every advertisement and shall clearly state the following information; name of advertiser, size of advertisement, identification of advertisement (proof of ad to be furnished if possible) plus any special instructions.
7. **ADVERTISER'S CONTENT.** Media Space reserved under this Contract shall only be used for content which advertises or promotes goods and/or services manufactured or sold by the Advertiser named on the reverse side hereof, and related to the show, and the Advertiser may not assign, sublet or otherwise promote goods or any firm or entity in such Media Space. The Advertiser's content submitted for use in the Media Space pursuant hereto, which content shall include, not no be limited to, text, illustrations, graphics, representations, sketches, maps, trademarks, logos, labels, or service marks, shall comply with all applicable laws respecting the content of published matter (whether in printed televised, recorded or on-line media). Without limiting the generality of the foregoing. The Advertiser's content shall comply with all applicable laws respecting obscenity, pornography, defamation, copyright.

Advertiser agrees to indemnify and hold Penton Media, Inc., its affiliates, agents and representative, harmless from any and all claims, demands, liabilities, losses, expenses, costs, including attorneys' fees, arising out of or attributable to the use of the Advertiser's content pursuant hereto. Neither acceptance by Penton Media, Inc. in any Media Space shall be deemed a waiver of its rights to indemnification hereunder.

8. **EDITORIAL DESCRETION.** Requests for specific positions at ROP rates will be given consideration, but no assurances can be given with respect to position unless the Advertiser has paid a position premium indicated as indicated on the reverse side hereof. Penton Media, Inc. reserves the right to place the word "advertisement" or words of similar meaning in any Advertiser content which, in Penton Media, Inc.'s sole judgement, resembles editorial matter. Acceptance of this Contract and of any Advertiser content is subject to investigation by Penton Media, Inc. of the Advertiser's products and services in light of any representations or claims made in the such content regarding such products or services. Penton Media, Inc. reserves the right to reject any Advertisers content which Penton Media, Inc., in its sole discretion, determines to be inconsistent with its publication standards or with the overall character of the Media Space. In the event Penton Media, Inc. repudiates acceptance of this Contract or otherwise rejects any Advertiser content, the Advertiser shall be entitled to the refund of a pro-rata portion of the Total Advertising Charges actually received by Penton Media, Inc. attributable to Media Space which the Advertiser does not utilize pursuant hereto.
9. **LIMITATION OF LIABILITY.** Penton Media, Inc. shall have no liability for any failure to perform its obligations hereunder where such failure to perform was due to any riot, strike, civil disorder, act of war, act of God or any other cause of any kind whatsoever not within Penton Media, Inc.'s reasonable control. Under no circumstances shall Penton Media, Inc. have any liability for lost profits or other special, incidental or consequential damages and Penton Media, Inc.'s total liability hereunder or in connection with the provision of Media Space shall, in no case, exceed the amount of the Total Advertising Charges actually received by Penton Media, Inc. from the Advertiser.
10. **MISCELLANEOUS.** This Contract contains the entire understanding of the parties with respect to the subject matter hereof and there are no other agreements, understandings, representations or warranties except as expressly set for the herein. The rights of Penton Media, Inc. under this Contract shall not be deemed waived except as specifically stated in a writing signed by an authorized officer of Penton Media, Inc.. This contract and the rights of the parties hereunder shall be governed by and construed in accordance with the laws of the State of Ohio without regard to Ohio's choice of law rules. Any action brought the terms of this Contract may be brought only in a court having a situs within the State of Ohio and the Advertiser and the Advertising Agency hereby expressly consent to the in personam jurisdiction of any such court. Penton Media, Inc. shall be entitled to recover the costs, including reasonable attorneys' fees and/or collection fees, in any action brought to enforce this Contract or its rights hereunder. Penton Media, Inc. shall also be entitled to recover all accrued finance charges through the payment of the full amount of this Contract

### Accepted for the Advertiser

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_