



NetApp™
Go further, faster

SPONSORSHIP PROSPECTUS AND CONTRACT

NetApp Insight 2009

November 2 – 5, 2009

Phoenix, Arizona



EVENT DETAILS

Phoenix Insight 2009:

November 2–5, 2009

The Phoenix Sheraton Downtown
Phoenix, Arizona

800–1,000 NetApp and Channel Partner presales and postsales
engineers and consultants

Athens Insight 2009:

November 16–18, 2009

Intercontinental Athenaeum Athens
Athens, Greece

1,200+ NetApp and Channel Partner presales and postsales engineers and
consultants

INSIGHT 2009 BENEFITS

- Have one-on-one time with NetApp and Channel Partner community
- Have exclusive sponsor networking time
- Showcase your products and services
- Enhance your NetApp relationships and foster new ones
- Increase your win rate with NetApp in FY10

NEW

ADDITIONAL OPPORTUNITIES

- **Early-bird pricing** to reduce sponsorship costs
- Additional sponsor **marketing opportunities**
- Three days of interactive networking
- Extended **Partner Fair over two days** and more than six hours

NEW

PLATINUM SPONSORSHIP

Early-Bird Pricing **NEW** through August 31

Venue	Price
Phoenix <i>or</i> Athens	\$22,000
Phoenix <i>and</i> Athens	\$40,000

Standard Pricing after August 31

Venue	Price
Phoenix <i>or</i> Athens	\$25,000
Phoenix <i>and</i> Athens	\$45,000

BOOTH DESCRIPTION

Your booth will have a prime location in the Partner Fair. Bring your own 10x10 pop-up booth or use two six-foot tables with a seating area provided by NetApp. NetApp will provide custom-branded signage with your company logo and 10-word description, electrical with power strip, and wastebasket.

PACKAGE FEATURES

- Over eight hours of networking time
- 20-minute presentation during general session with optional use of alternative media (content subject to NetApp approval)
- One-hour presentation in breakout session (content subject to NetApp approval)
- Provide chair drop in general session
- Sponsor hospitality table at the Platinum-Sponsored Welcome Reception on Monday, November 2; signage with logo to be provided
- 100-word company description and logo placed on Insight 2009 Web site
- Special acknowledgment as Platinum Sponsor on conference signage
- Special acknowledgment as Platinum Sponsor in general session
- Two-page collateral in welcome packet (content subject to NetApp approval)
- Preconference e-mail to Insight 2009 attendee list (e-mail to be sent by NetApp)
- Joint Partner podcast (preconference)
- Recognition in NetApp Partner and Alliance Newsletters
- Two complimentary full-conference passes; November 2–5 (full conference attendance/value \$2,600)
- Four complimentary staff passes to attend conference opening general session, the VIP Reception for Platinum and Gold Sponsors with NetApp senior executives and sales leadership, the Platinum-Sponsored Welcome Reception and the Awards Banquet for NetApp and Channel Partner presales and postsales engineers and consultants on Monday, November 2
- Four complimentary staff passes to attend the evening event on Wednesday, November 4
- Option to purchase up to four additional full-conference passes (\$1,300 each)

GOLD SPONSORSHIP

Early-Bird Pricing **NEW** through August 31

Venue	Price
Phoenix <i>or</i> Athens	\$9,500
Phoenix <i>and</i> Athens	\$17,900

Standard Pricing after August 31

Venue	Price
Phoenix <i>or</i> Athens	\$12,000
Phoenix <i>and</i> Athens	\$21,900

BOOTH DESCRIPTION

Your booth will have a preferred location in the Partner Fair. Your booth will include two six-foot tables with two chairs. NetApp will provide branded eight-foot-high signage, electrical with power strip, and wastebasket.

PACKAGE FEATURES

- Over seven hours of networking time
- One-hour presentation in breakout session (content subject to NetApp approval)
- 50-word company description and logo placed on Insight 2009 Web site
- Special acknowledgment as Gold Sponsor on conference signage
- Special acknowledgment as Gold Sponsor in general session
- One-page collateral in welcome packet (content subject to NetApp approval)
- Recognition in NetApp Partner and Alliance Newsletters
- One complimentary full-conference pass; November 2–5 (full conference attendance/value \$1,300)
- Three complimentary staff passes to attend conference opening general session, the VIP Reception for Platinum and Gold Sponsors with NetApp senior executives and sales leadership, the Platinum-Sponsored Welcome Reception, and the Awards Banquet for NetApp and Channel Partner presales and postsales engineers and consultants on Monday, November 2
- Three complimentary staff passes to attend the evening event on Wednesday, November 4
- Option to purchase up to three additional full-conference passes (\$1,300 each)

SILVER SPONSORSHIP

Early-Bird Pricing **NEW** through August 31

Venue	Price
Phoenix <i>or</i> Athens	\$5,500
Phoenix <i>and</i> Athens	\$9,900

Standard Pricing after August 31

Venue	Price
Phoenix <i>or</i> Athens	\$6,500
Phoenix <i>and</i> Athens	\$11,900

BOOTH DESCRIPTION

Your booth will include one six-foot table with two chairs. NetApp will provide branded eight-foot-high signage, electrical with power strip, and wastebasket.

PACKAGE FEATURES

- Over six hours of networking time
- Logo placed on Insight 2009 Web site
- Acknowledgment on conference signage
- Two complimentary staff passes to attend conference opening general session, the VIP Reception for Platinum and Gold Sponsors with NetApp senior executives and sales leadership, the Platinum-Sponsored Welcome Reception, and the Awards Banquet for NetApp and Channel Partner presales and postsales engineers and consultants on Monday, November 2
- Two complimentary staff passes to attend the evening event on Wednesday, November 4
- Option to purchase up to two additional full-conference passes (\$1,300 each)

ADDITIONAL SPONSORSHIP OPPORTUNITIES

Offering	Price
Sponsor a break <ul style="list-style-type: none"> - Monday, November 2, afternoon - Tuesday, November 3, morning or afternoon - Wednesday, November 4, morning or afternoon - Thursday, November 5, morning 	\$3,000 per function
Partner Fair reception specialty drink (maximum two)	\$3,000 each
Logo on room keys (Platinum and Gold only; limit one sponsor)	\$5,000 each
Hotel room drops (maximum one per evening)	\$5,000 each
Logo on welcome packet (limit one sponsor)	\$5,000 each
Logo on presenters' shirts for breakout sessions (Platinum and Gold only; limit two sponsors) Commitment required by September 15	\$5,000 each

PARTNER FAIR SPONSOR OPPORTUNITY COMPARISON

	Platinum	Gold	Silver
Partner Fair booth size	Two six-foot tables and seating area*	Two six-foot tables	One six-foot table
Presentation in general session (content subject to NetApp approval)	●		
Provide chair drop in general session (schedule TBD)	●		
Sponsor hospitality table at the Platinum Sponsors Reception on Monday, November 2; signage with logo provided	●		
Joint Partner podcast (preconference)	●		
Preconference e-mail to Insight 2009 attendee list (e-mail to be sent by NetApp)	●		
Recognition in NetApp Partner and Alliance Newsletters	●	●	
Presentation in breakout session (jointly with NetApp)	●	●	
Attend VIP Reception exclusively for Platinum and Gold Sponsors with NetApp senior executives and sales leadership on Monday, November 2	●	●	
Collateral in welcome packet (content subject to NetApp approval)	Two pages	One page	
Complimentary full-conference pass(es); November 2–5	Two passes (value \$2,600)	One pass (value \$1,300)	
Special acknowledgment in general session	●	●	●
Acknowledgment on conference signage	●	●	●
Option to purchase additional full-conference passes (\$1,300 each)	Four passes	Three passes	Two passes
Staff passes to attend conference opening general session, Monday, November 2	Four passes	Three passes	Two passes
Staff passes to attend Platinum-Sponsored Welcome Reception, Monday, November 2	Four passes	Three passes	Two passes
Staff passes to attend Awards Banquet, Monday, November 2	Four passes	Three passes	Two passes
Staff passes to attend evening event, Thursday, November 5	Four passes	Three passes	Two passes
Company description on Insight 2009 Web site	100-word	50-word	Logo only

* Platinum Sponsors only: bring your own 10x10 pop-up booth or use two six-foot tables with seating area provided by NetApp.

PARTNER FAIR SPONSOR SCHEDULE

Monday, November 2, 2009	
Opening general session (<i>Phoenix Ballroom</i>)	2:30–5:30 p.m.
VIP Partner Reception (Oculus Terrace); <i>Platinum and Gold only/meet with NetApp executives</i>	5:30–6:30 p.m.
Platinum-Sponsored Welcome Reception (VOS Foyer) <i>Gold and Silver Sponsors are invited to attend</i>	6:30–7:30 p.m.
Awards and Recognition Dinner <i>(Valley of the Sun Ballroom)</i>	7:30–10 p.m.

Tuesday, November 3, 2009	
Partner Fair setup (<i>Phoenix Ballroom</i>)	9:30–11:30 a.m.
Lunch in Partner Fair (<i>Phoenix Ballroom</i>)	Noon–1:30 p.m.
Partner Fair Networking Reception (<i>Phoenix Ballroom</i>)	5:30–7:30 p.m.

Wednesday, November 4, 2009	
Breakfast in Partner Fair (<i>Phoenix Ballroom</i>)	6:30–8 a.m.
Lunch in Partner Fair (<i>Phoenix Ballroom</i>)	Noon–1:30 p.m.
Partner Fair close and dismantle	1:30–3 p.m.

CONTACTS

For questions, contact Katy Grant and Betsy Johnsmiller at Event Alchemy.

E-mail: NetAppPartners@eventalchemy.com

Phone: (925) 699-0712

Fax: (925) 403-0700

SPONSORSHIP KEY DATES AND DEADLINES

Breakout Presentation Action Items	Breakout Presentation Due Dates
Breakout presentation abstract due--two to three sentence description/overview of the session <i>(Platinum and Gold only)</i>	Immediately
Breakout presentation outlines due <i>(Platinum and Gold only)</i>	September 15
Breakout Presentation Action Items	Breakout Presentation Due Dates
Submit logo in .eps for use throughout conference	Immediately upon completion of contract
10-word company description for signage due <i>(Platinum only)</i>	August 28
100- or 50-word abstracts due <i>(Platinum and Gold only)</i>	August 28
Early-bird discount ends	August 31
Partner Fair contracts due	Friday, September 25
Sample of collateral for attendee welcome packet due for approval by NetApp <i>(Platinum and Gold only)</i>	Friday, October 2
Sample of chair drop item due for approval by NetApp <i>(Platinum only)</i>	Friday, October 2
Conference pass and booth staff registration deadline	Friday, October 2
Submit list of names to attend VIP Partner Reception on Monday, November 2	Friday, October 23
Sponsorship payment due to NetApp	Monday, October 26
Welcome packet collateral shipment dates to hotel <i>(Platinum and Gold only)</i>	Wednesday, October 28 – Friday, October 30
Hotel shipment dates (for Partner Fair materials only)	Wednesday, October 28 – Monday, November 2
Chair drop shipment dates to hotel <i>(Platinum only)</i>	Wednesday, October 28 – Friday, October 30
Sponsor set-up	Monday, November 2 7:00 – 10:00 pm Tuesday, November 3 5:30 – 6:30 am
Partner Fair dismantle for sponsors	Wednesday, November 4 1:30 – 3:30 pm

APPENDIX A: SPONSORSHIP FORM

Complete this form and submit by e-mail to NetAppPartners@eventalchemy.com or by fax to (925) 403-0700.

GENERAL INFORMATION

Company name	
Sponsor name (as it should appear in all printed materials)	
Address	
City, state, zip code	
Primary event contact name	
Telephone/cell phone	
E-mail	

SPONSORSHIP

QTY	ITEM DESCRIPTION	ITEM COST	TOTAL COST
PLATINUM Sponsorship Fees and Discounts			
1	Early-bird pricing: Insight Phoenix <i>or</i> Athens	\$22,000	
1	Early-bird pricing: Insight Phoenix <i>and</i> Athens	\$40,000	
1	Insight Phoenix <i>or</i> Athens	\$25,000	
1	Insight Phoenix <i>and</i> Athens	\$45,000	
4	Staff passes (does not include hotel)	Complimentary	\$0
2	Full-conference passes (does not include hotel)	Complimentary	\$0
	Maximum of four additional full-conference passes (does not include hotel)	\$1,300 each	
GOLD Sponsorship Fees and Discounts			
1	Early-bird pricing: Insight Phoenix <i>or</i> Athens	\$9,500	
1	Early-bird pricing: Insight Phoenix <i>and</i> Athens	\$17,900	
1	Insight Phoenix <i>or</i> Athens	\$12,000	
1	Insight Phoenix <i>and</i> Athens	\$21,900	
3	Staff passes (does not include hotel)	Complimentary	\$0
1	Full-conference pass (does not include hotel)	Complimentary	\$0
	Maximum of three additional full-conference passes (does not include hotel)	\$1,300 each	
SILVER Sponsorship Fees and Discounts			
1	Early-bird pricing: Insight Phoenix <i>or</i> Athens	\$5,500	
1	Early-bird pricing: Insight Phoenix <i>and</i> Athens	\$9,900	
1	Insight Phoenix <i>or</i> Athens	\$6,500	
1	Insight Phoenix <i>and</i> Athens	\$11,900	
2	Staff passes (does not include hotel)	Complimentary	\$0
	Maximum of two additional full-conference passes (does not include hotel)	\$1,300 each	
Additional Marketing Opportunities			
	Sponsor AM/PM breaks (Monday/Tuesday/Wednesday/Thursday)	\$3,000 each	
	Partner Fair Reception specialty drink (maximum two)	\$3,000 each	
	Logo on room keys (Gold/Platinum only; maximum one)	\$5,000	
	Hotel room drops (maximum one per night)	\$5,000 each	
	Logo on welcome packet (maximum one)	\$5,000	
	Logo on breakout presenters' shirts (Gold/Platinum only; maximum two)	\$5,000	
		TOTAL DUE	

FLOOR PLAN

Partner Fair assignments will not be confirmed until full payment is received. Tabletops will be assigned on a first-come, first-serve basis. Final assignment is made by NetApp.

CANCELLATION POLICY

In the event that Partner wants to cancel all or part of its participation, Partner must send notice of cancellation in writing to **NetApp Partner Fair Management at NetAppPartners@eventalchemy.com** by Friday, October 2, 2009.

PAYMENT

Full payment must be received by Monday, October 26. Partners will **not** be allowed to enter the Partner Fair unless fees are paid in full.

PAYMENT BY CREDIT CARD

Name of cardholder	
Billing address	
Billing address	
City, state, zip code	
Card type (Visa, MasterCard, Amex)	
Card number	
Expiration date	

PAYMENT BY CHECK

Please make checks payable to **The Performance Group** and mail to:

The Performance Group
Attention: NetApp Insight 2009 Sponsorship
4701 Doyle Street, Suite 510
Emeryville, CA 94608

SPECIAL ACCOUNTING REQUIREMENTS

Please advise if you have special accounting requirements in order to make payment.

If this application/contract is accepted by NetApp, we agree to be bound by the terms and conditions above. The undersigned is fully authorized to commit his or her company to all terms and conditions of this contract.

Sponsor signature: _____
Title: _____
Date: _____

APPENDIX B: TERMS AND CONDITIONS

NETAPP INSIGHT 2009 TECHNICAL CONFERENCE SITE AND TIME: The NetApp Insight 2009 Technical Conference is scheduled to be held on **November 2–5**, in **Phoenix, Arizona**, and **November 16–18**, in **Athens, Greece**. NetApp reserves the right, at its sole discretion, to change the site, hours, or dates. NetApp will attempt to notify Partner of any such changes as far in advance as possible.

APPLICATIONS: All applications for exhibit space must be made on this Contract. A countersigned copy will be returned to the Partner upon acceptance of the Contract by an authorized representative for NetApp Insight 2009 Technical Conference Partner Fair. NetApp reserves the right, at its sole discretion, to decline acceptance of any Contract.

CANCELLATION: In the event Partner wants to cancel all or part of its participation contracted for herein, Partner must send notice of cancellation in writing to NetApp Insight 2009 Technical Conference Partner Fair at NetAppPartners@eventalchemy.com. Partner shall be liable for 100% of the total Sponsorship Fee. Partner is responsible for payment of such fees irrespective of the reason for cancellation. In the event of cancellation by Partner, NetApp shall have the right to use such space or rent such space to another Partner. NetApp's lease of Partner's cancelled space shall not excuse Partner from payment of any fees assessed hereunder.

NetApp reserves the right to cancel the Partner Fair or to terminate this Contract for any reason at any time upon written notice to Partner. Upon cancellation or termination by NetApp, NetApp's sole liability to Partner, and Partner's exclusive remedy, shall be a refund of any Fees paid by Partner under this Contract.

FORCE MAJEURE: NetApp shall not be responsible for any loss or damage resulting from failure to perform under this Contract or to conduct NetApp Insight 2009 Technical Conference Partner Fair as currently scheduled in whole or part as a result of riot, strike, civil disorder, act of war, failure of facilities, earthquake, storm, fire, flood, or other acts of God or any reason of any kind whatsoever beyond the reasonable control of NetApp. In such instance, however, NetApp will make reasonable efforts to reschedule NetApp Insight 2009 Technical Conference Partner Fair. Notwithstanding any other terms or conditions of this Contract, should it ultimately be impossible to hold NetApp Insight 2009 Technical Conference Partner Fair for the foregoing reasons, NetApp may retain or will be due such portion of Partner's Sponsorship Fee as shall be required to compensate NetApp for expenses reasonably incurred up to the time a contingency beyond its control shall have occurred. All payments in excess of such expenses shall be refunded.

CONDUCT OF PARTNER: Partner shall conduct its table in a decorous manner in order not to be objectionable to NetApp, other Partners, the conference venue, or the public. NetApp reserves the right to restrict or prohibit exhibits that, because of noise, method of operation, content, or any other reason, are objectionable or otherwise detract from or are out of keeping with the character of NetApp Insight 2009 Technical Conference Partner Fair as a whole. NetApp may prohibit installation or request removal or discontinuance of any exhibit or promotion that, if continued, departs substantially from the design and description given advance approval. NetApp and conference venue reserve the right to close, remove, or require changes in any exhibit or to remove any of Partner's personnel, agents, representatives, independent contractors, invitees, or guests who are deemed detrimental to NetApp, NetApp Insight 2009 Technical Conference Partner Fair, other Partners, the conference venue, or the public. If Partner or its representatives fail to observe the terms and conditions of this Contract or, in the opinion of NetApp, conduct themselves unethically or detrimentally to NetApp, Partner may be dismissed from NetApp Insight 2009 Technical Conference Partner Fair without refund or other appeal.

CARE AND CONDITION OF PREMISES: Partner shall not paste, nail, or otherwise affix any exhibit, sign, or other materials to walls, doors, or other surfaces in a way that marks or defaces the premises or booth equipment and furnishings. Partner shall return the premises in as good a condition as they were received. Partner shall be liable for any damage caused by its failure to adhere to this provision. The premises are provided on an "as is" basis. NetApp shall not be liable for preexisting conditions of the premises or for conditions arising during the period of the license. Anyone visiting, viewing, or otherwise participating in Partner's booth is deemed to be the invitee or licensee of Partner while so visiting, viewing, or otherwise participating in Partner's booth, rather than the invitee of NetApp, Inc. or the conference venue.

BOOTH STAFFING RESTRICTIONS: All staff persons are to be preapproved by NetApp prior to the event. The exhibit shall be open to the NetApp systems engineers during scheduled Partner Fair hours only. Partners understand that there will be little or no traffic during the general sessions and/or breakouts of the Insight Conference. Names and registration forms for the Partner personnel must be submitted to NetApp using the designated registration site. **Partners are responsible for their own lodging and transportation to, from, and during the event.**

BADGES/RESTRICTIONS: Partner personnel must wear identification badges while on the exhibit floor and must stay within designated areas. Badges shall be nontransferable, without prior approval from show management. Any violation of such restrictions may result in expulsion from event without refund of any fees paid.

SOUVENIRS AND SAMPLES: Distribution of souvenirs and samples is permitted provided there is no interference with other partners. NetApp may withhold or withdraw permission to distribute souvenirs, advertising, or any other material it considers objectionable.

UNION LABOR: Partners are required to observe all union contracts in effect between NetApp, the Exposition Contractors, the conference venue, and various labor organizations.

LIABILITY AND INSURANCE: Neither NetApp nor the conference venue shall be liable for any damage, injury, or loss to Partner's properties, persons conducting or otherwise participating in the conduct of the exhibit, or invitees to Partner's exhibit where such damage, injury, or loss does not arise solely from the gross negligence or intentional misconduct of NetApp. Partner shall indemnify NetApp against, and hold it harmless from, any complaints, damages, or liabilities resulting from the negligence or conduct of Partner or its employees, agents, or representatives in connection with NetApp Insight 2009 Technical Conference Partner Fair.

OTHER RULES AND REGULATIONS: Partner shall comply with all fire laws, electrical codes, and all other applicable rules, regulations, codes, or statutes with respect to the installation, conduct, and disassembly of its exhibit. Partner shall also comply with all reasonable requests of NetApp and conference officials with respect to the installation, conduct, and disassembly of its booth. NetApp may issue further rules and regulations governing NetApp Insight 2009 Technical Conference Partner Fair, the Exposition, or use of the conference venue from time to time. Partner agrees to abide by all such rules and regulations, to the extent reasonable.

LIMITATION OF LIABILITY: NetApp shall in no event be liable for any indirect, incidental, special, or consequential damages, or damages for loss of profits, revenue, data, or use, incurred by Partner, whether in an action in contract or tort, even if NetApp has been advised of the possibility of such damages. NetApp's liability for damages hereunder shall in no event exceed the amount of fees paid by Partner under this Contract.

NO ASSIGNMENT: The rights granted by this Contract are personal in nature. Partner may not assign this Contract to any third party without the written consent of NetApp.

AUTHORIZATION: By signing this Contract you are authorizing NetApp to provide contact information, including your address, phone number, fax number, and contact person, to any service vendor contracted to conduct work at NetApp Insight 2009 Technical Conference Partner Fair.

GOVERNING LAW; JURISDICTION: This Contract, and all matters arising out of or relating to this Contract, shall be governed by the procedural and substantive laws of the state of California. Any legal action relating to this Agreement shall be instituted in a state or federal court in Santa Clara County, California. The parties agree to submit to the exclusive jurisdiction of, and agree that venue is proper in, these courts in any such legal proceeding.

ENTIRE AGREEMENT: This Contract constitutes the complete agreement between the parties and supersedes all prior or contemporaneous agreements or representations, written or oral, concerning the subject matter hereof. This Contract may not be modified or amended except in a writing signed by a duly authorized representative of each party.

Company name _____

Authorized signature _____

Printed name _____

Title _____

Date _____



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