

BroadSoft Connections 2011
16–19 October 2011
The JW Marriott Desert Ridge Resort & Spa
Phoenix, Arizona

SPONSOR APPLICATION AND CONTRACT (collectively the “Contract”)

Please print clearly, review the Terms and Conditions included with this application, sign and fax to: the BroadSoft Connections Show Management Team – Fax: **+1.240.268.1258**. Contact Sunny DeMattio with any questions at **+1.240.364.5101** or connections@broadsoft.com.

Company Information:

Company Name: _____
Main Contact Name: _____
Address: _____
City: _____ State: _____ Zip/Postal Code: _____ Country: _____
Telephone: _____
URL: _____

Event Contact: (if different from above)

Contact Name: _____
City: _____ State: _____ Zip/Postal Code: _____ Country: _____
Telephone: _____
Fax: _____
Email Address: _____

Billing Contact: (if different from above)

Contact Name: _____
City: _____ State: _____ Zip/Postal Code: _____ Country: _____
Telephone: _____
Fax: _____
Email Address: _____

CREDIT CARD PAYMENT INFORMATION (include if you want to pay by credit card):

Credit Card Type: American Express _____ Visa _____ MasterCard _____
Name on Card: _____
Card Number: _____ Exp: _____

CHECK and WIRE PAYMENT: To pay by check or wire payment, please send to the following

Checks Payable to
BroadSoft, Inc.
Dept AT 49971
Atlanta, GA 31192-9971

Wire to
Silicon Valley Bank
3003 Tasman Drive
Santa Clara, CA 95054
408-654-7400

Account Number: 3300411665
Routing Number: 1211-4039-9

PAYMENT TERMS ARE NET 30 DAYS Prices listed in USD Payment required prior to event
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SPONSORSHIP PACKAGE

<input type="checkbox"/> Event Level : \$90,000 USD
<input type="checkbox"/> Platinum Plus Level : \$70,000 USD Selected branding sponsorship activity: _____
<input type="checkbox"/> Platinum Level : \$60,000 USD Selected branding sponsorship activity: _____
<input type="checkbox"/> Gold Level : \$40,000 USD Selected branding sponsorship activity: _____
<input type="checkbox"/> Silver Level : \$25,000 USD Selected branding sponsorship activity: _____
<input type="checkbox"/> Solutions Showcase : \$12,000 USD
<input type="checkbox"/> A La Carte : \$ _____ Selected branding sponsorship activity: _____

TOTAL: _____

Print Name: _____

Notes: _____

TERMS AND CONDITIONS

ACCEPTANCE OF CONTRACT: Upon acceptance of this Contract by BroadSoft, Inc. ("BroadSoft") this Contract shall become binding. BroadSoft reserves the right, at its sole discretion, to decline acceptance of any Contract.

EXHIBIT SPACE ALLOCATION: BroadSoft will attempt to assign exhibit space in the order in which Contracts are received. If Company's choice(s) of exhibit space are not available, BroadSoft will attempt to assign what it considers to be an appropriate space. BroadSoft reserves the right, at its sole discretion, to designate exhibit space or make changes in the location, size, layout, arrangement and display limits of the exhibits at any time.

EXHIBIT SPACE: The exhibit space shall be as designated "Solution Showcase Pavilion" on this Contract. The Solution Showcase Pavilion includes turnkey kiosks and electrical. All other expenses are the responsibility of Company.

COMPANY MATERIALS: Any promotional materials to be provided by Company in connection with this Contract (e.g., advertisements for conference publications) will be provided in a manner and format designated by BroadSoft. Company's promotional materials are subject to BroadSoft's approval. BroadSoft shall have the right to reproduce, promote, distribute and otherwise use these materials in connection with BroadSoft Connections 2010 ("Event"). BroadSoft is not granted any other rights to Company's materials, and acknowledges that it shall not gain any proprietary interest in Company's materials.

PAYMENT: Payment of the Sponsor Fee shall be made in U.S currency by credit card payment, by check or by bank transfer payable to BroadSoft, according to the following schedule: The Sponsor Fee shall be due and payable within thirty (30) days from the date BroadSoft receives this Contract. If this Contract is signed within thirty (30) days prior to the Event, the Sponsor Fee is due in full by **14 October 2011**.

CANCELLATION BY COMPANY: In the event Company wishes to cancel all or part of the exhibit space contracted for herein, Company must send notice of cancellation in writing to BroadSoft Connections Show Management Team, 9737 Washingtonian Blvd., Suite 350, Gaithersburg, MD 20878 via certified mail, return receipt requested. Company's failure to occupy exhibit space at the commencement of the Event shall constitute cancellation by Company with respect to the Event. If Company cancels more than sixty (60) days before the Event, Company shall be liable for fifty percent (50%) of the Sponsor Fee for the canceled sponsorship. In the event Company cancels less than sixty (60) days before the Event, Company shall be liable for one-hundred percent (100%) of the Sponsor Fee for the canceled sponsorship. Company is responsible for payment of such fees irrespective of the reason for cancellation. If Company cancels, BroadSoft shall have the right to use such sponsorship to another sponsor. Re-letting by BroadSoft of Company's canceled space shall not act to excuse Company from payment of any fees assessed hereunder.

CANCELLATION BY BROADSOFT: BroadSoft reserves the right to cancel the Event or to terminate this Contract or Company's participation in the Event for any reason at any time upon written notice to Company. Upon cancellation or termination by BroadSoft, BroadSoft's sole liability to Company, and Company's exclusive remedy, shall be a refund of the Sponsorship Fee paid by Company under this Contract for the Event in which Company is unable to participate due to such cancellation or termination.

FORCE MAJEURE: BroadSoft shall not be responsible for any loss or damage resulting from failure to perform under this Contract or to conduct the Event as currently scheduled in whole or part as a result of riot, strike, labor dispute, acts, regulations or orders of governmental authorities, civil disorder, act of war, act of terrorism, failure of facilities, earthquake, storm, fire, flood, or other acts of God, or any reason of any kind whatsoever beyond the reasonable control of BroadSoft. Notwithstanding any other terms of this Contract, if the Event is cancelled and not rescheduled in connection with a force majeure event, BroadSoft's sole liability to Company, and Company's exclusive remedy, shall be a refund of the Sponsor Fee for the Event paid by Company under this Contract less a pro rata rate adjustment based on costs incurred by BroadSoft in connection with the cancelled Event.

INSTALLATION AND DISMANTLE: Materials not removed from the exhibition area by Company as specified by BroadSoft will be removed by BroadSoft at Company's sole expense and liability.

USE OF SPACE: Company may not sublet, assign, or apportion any part of the exhibit space contracted for herein, nor represent, advertise, distribute literature for, or otherwise promote the products or services of any other firm or individual except as approved in writing by BroadSoft. Company may not display outside the confines of its assigned exhibit space.

CONDUCT OF EXHIBIT: Company shall conduct its exhibit in a decorous manner in order not to be objectionable to BroadSoft, the event center at which the Event is taking place (the "Event Center"), other exhibitors, or the public. BroadSoft reserves the right to restrict or prohibit exhibits which, because of noise, method of operation, content, or any other reason, are objectionable to BroadSoft or otherwise detract from or are out of character of the Event. BroadSoft may prohibit installation or request removal or discontinuance of any exhibit or promotion which, if continued, departs substantially from the design and description given advanced approval by BroadSoft. BroadSoft reserves the right to close, remove or require changes in Company's exhibit and to remove any of Company's personnel, agents, representatives, independent contractors, invitees or guests if the exhibit or individuals are deemed by BroadSoft, in its sole discretion, to be detrimental to BroadSoft, the Event, other exhibitors, or the public. Company shall staff its exhibit during all Event hours. Company agrees to cooperate with BroadSoft and other exhibitors, especially during periods of ingress and egress, in order to make mutual use of the facilities harmonious and agreeable. If Company or its representatives fail to observe the terms and conditions of this Contract or, in the reasonable opinion of BroadSoft, conduct themselves unethically or detrimentally to BroadSoft, Company may be dismissed from the Event without refund or other appeal.

CARE OF PREMISES: Company shall not mark, deface or otherwise damage any furnishings or equipment that is provided, including kiosk structures, or the premises. Company shall return all furnishings and equipment, and the premises in the same condition as they were received. Company shall be liable for any damage caused by its failure to adhere to this provision.

CONDITION OF PREMISES: The exhibit space is licensed on an "as is" basis. BroadSoft shall not be liable for preexisting conditions of the exhibit space or for conditions arising during the period of the license.

INVITEES: Anyone visiting, viewing or otherwise participating in Company's exhibit or exhibit space is deemed to be the invitee or licensee of Company while so visiting, viewing or otherwise participating in Company's exhibit or exhibit space, rather than the invitee of BroadSoft or the Event Center.

EVENT BADGES: Company personnel, agents and representatives must wear identification badges while on the exhibit floor.

DISPLAYS AND PROMOTIONAL DISTRIBUTION: At its sole discretion, BroadSoft may withhold or withdraw permission to display items or distribute souvenirs, advertising or any other material.

AVAILABLE SERVICES: BroadSoft will designate independent contractors ("Event Contractors") to make certain services available (e.g., drayage, machine moving, cartage, machinery erection, furniture, signs). The specific services and Event Contractors, and their prevailing rates will be listed in the exhibitor manual to be issued separately. BroadSoft assumes no responsibility or liability for any of the services performed or materials delivered by any Event Contractor. Arrangements for these services and payments shall be made directly between Company and the Event Contractors. Use of any contractor other than an Event Contractor shall require the advance written consent of BroadSoft.

INSURANCE: Company is solely responsible for its personnel, employees, agents, representatives, and property, and should have sufficient insurance to cover against loss, theft, damage or destruction of goods, and injury, including death, to its personnel, employees, agents or representatives. Company must obtain and carry a minimum of \$1,000,000 per occurrence limit for Commercial General Liability Insurance including bodily injury and property damage, \$1,000,000 limit for Commercial Property Coverage covering real and personal property and inland transit insurance, and \$1,000,000 limit Worker's Compensation. The insurance must cover the full period of occupancy of the exhibit space. Company shall provide BroadSoft and the Event Center with a certificate of insurance evidencing such coverage upon request.

OTHER RULES AND REGULATIONS: Company shall comply with all applicable laws, rules, regulations, ordinances, codes and statutes with respect to the conduct of its sponsorship/exhibit. Company shall also comply with the sponsor manual and all reasonable requests of BroadSoft and the Event Center with respect to the conduct of its exhibit. BroadSoft and the Event Center may issue further rules and regulations governing the Event or use of the Event Center facilities from time to time. Company agrees to abide by all such rules and regulations.

LIMITATION OF LIABILITY: BroadSoft shall not bear any responsibility for the safety of Company, its personnel, employees, agents or representatives or personal property. BroadSoft 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 Company, whether in an action in contract or tort, even if BroadSoft has been advised of the possibility of such damages. The total liability of BroadSoft for damages hereunder shall in no event exceed the amount of fees paid by Company under this Contract.

INDEMNIFICATION: Company shall defend, indemnify and hold harmless BroadSoft, its parent, subsidiary, and affiliate companies, and each of their officers, directors, employees, agents and representatives from any losses, liabilities, damages, demands, suits, causes of action, judgments, costs or expenses (including court costs and reasonable attorneys' fees) arising out of or due to: (a) the construction or maintenance of Company's exhibit; (b) the negligence or willful misconduct of Company, or its personnel, employees, agents or representatives; (c) Company's promotional materials distributed in connection with the Event; or (d) Company's breach of any commitment made in this Contract. Company agrees that a party

that is being defended hereunder (the "Defended Party") shall have the right to approve any counsel retained to defend any demand, suit or cause of action in which it is a defendant, such approval not to be unreasonably withheld. Company agrees that the Defended Party shall have the right to control and participate in the defense of any such demand, suit or cause of action concerning matters that relate to the Defended Party, and that such suit will not be settled without the Defended Party's consent, which consent shall not be unreasonably withheld. If, in the Defended Party's reasonable judgment, a conflict exists in the interests of the Defended Party and Company in such demand, suit or cause of action, the Defended Party may retain its own counsel whose reasonable fees shall be paid by Company.

NO ASSIGNMENT: Company may not assign this Contract to any third party without the prior written consent of BroadSoft.

AUTHORIZATION: Company authorizes BroadSoft to provide contact information including its address, phone number, fax number and contact person to the Event Centers and any and all service vendors contracted to conduct work at the Event. Company authorizes BroadSoft to record Company's participation in the Event, including participation by Company's personnel, agents or representatives, and create transcriptions, and derivative works therefrom in any medium. Company authorizes BroadSoft to use, reproduce, copyright, translate, distribute, transmit, and publicly perform any such recordings, transcriptions or derivative works in connection with the Event.

GOVERNING LAW; JURISDICTION: This Contract will be governed by and construed in accordance with the laws of Maryland without reference to the conflict of laws principles thereof. Any disputes under this Contract will be brought in the state courts or the federal courts having jurisdiction over Montgomery County, Maryland, and the Parties hereby consent to the personal jurisdiction and exclusive venue of these courts.

MISCELLANEOUS: All sponsor packages (Event, Platinum, Platinum Plus, Gold, Silver, Solutions Showcase & Al La Carte) and associated complimentary passes are non-transferable and any attempted or purported transfer, whether full or partial, will be null and void. Sponsorships are available to one party only; sponsorships may not be partially sponsored by more than one party.

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 Signature: _____ **Date:** _____

Print Name: _____

Title: _____

BroadSoft Signature: _____