

## SUMMIT IN TECH VALLEY BUSINESS PLAN COMPETITION

### Official 2007 Competition Rules and Regulations

---

By entering the 2007 Summit in Tech Valley Business Plan Competition (“Competition”), each participant agrees to be bound by these Official 2007 Contest Rules and Regulations (“Rules”). The Competition commences at 12:01 a.m. Eastern Standard Time on February 12, 2007 and ends at 5:00 p.m. Eastern Standard Time on March 12, 2007 (“Competition Period”). The Competition is sponsored and the award is provided by the Sponsors (described under “Sponsors” below). The 2007 Competition is being administered by the Albany-Colonie Regional Chamber of Commerce (the “Chamber”), which is hereinafter also referred to as the “Administrator.”

**Eligibility:** The Competition is offered and open only to sole proprietorships, partnerships (general and limited), corporations and limited liability companies (i) whose principal business facility or headquarters office is located in Tech Valley on or before February 12, 2007, (ii) having less than \$2 million in revenues for the last fiscal year, (iii) having on or before February 12, 2007, and continuing through May 14, 2007 (the date that the 2007 Competition Winner is selected), at least fifty percent (50%) of its employees accounted for on the company’s books and records as full-time employees in a work facility located in Tech Valley, and (iv) whose products or services are within the technology sector. For the purposes of the Competition, “Tech Valley” shall mean the New York State counties of Albany, Clinton, Columbia, Dutchess, Essex, Franklin, Fulton, Greene, Hamilton, Herkimer, Montgomery, Orange, Saratoga, Schenectady, Schoharie, Rensselaer, Ulster, Warren and Washington. A company meeting all of the criteria set forth in this section to the satisfaction of the Administrator in its sole discretion, will be known as an “Entrant”. For the purposes of the Competition, the determination of whether or not a company’s product or service is “within the technology sector” shall be made by the Administrator, at its sole discretion. No company seeking to participate in the Competition can have more than 50% of its equity interests owned by a single business entity (or by an affiliated group of business entities), other than any such entities that are in turn owned by a single individual or the family members of such individual.

**How to Enter:** During the Competition Period, an Entrant must submit an online application at [www.techvalley.org](http://www.techvalley.org), which will include a request for such Entrant’s name, address, telephone number, and e-mail address in addition to the Entrant’s responses to the Competition questions. An initial entry fee of \$150 (the “Initial Entry Fee”) must be paid via credit card at the [www.techvalley.org](http://www.techvalley.org) website. Only one entry is permitted per submitting entity. The Administrator will acknowledge receipt of each submitted entry and Initial Entry Fee. For each company selected as a semi-finalist, an additional \$250 (the “Final Entry Fee”) will be due within three (3) days of notification by the Administrator. The semi-finalists will be notified by e-mail, telephone or postal mail. Return of semi-finalist notification as undeliverable or failure to make timely payment of Final Entry Fee may result in disqualification, and an alternate semi-finalist may be selected. Sponsors and the Administrator are not responsible for late, lost, delayed, damaged, misdirected, incomplete, illegible or unintelligible entries, which will not be accepted, or for any problems or technical malfunction of any telephone network or lines, computer online systems, servers, service providers, computer equipment, or software, failure of any e-mail or entry received by the Administrator on account of technical problems or traffic congestion on the Internet, problems with any Administrators’ website, or any combination thereof, including any

injury or damage to Entrant's or any other person's computer resulting from downloading any materials in connection with the Competition. Additional, multiple, and/or mechanically generated entries will be disregarded and may result in total and permanent disqualification from the Competition. There is a limit of only one entry per business entity (or by an affiliated group of business entities). To be eligible, the online application and Initial Entry Fee must be received by 5:00 p.m. (EST) on March 12, 2007. Entries that are not received on or before such time on March 12, 2007 will not be accepted. The Initial Entry Fee may only be paid by credit card at the [www.techvalley.org](http://www.techvalley.org) website. All entries become property of the Administrator and will not be acknowledged or returned.

By submitting an entry, each Entrant agrees (a) to abide by the terms of these Rules, (b) there is no reasonable expectation that the contents of its application are confidential information and that none of the Sponsors, the Administrator, the competition judges, the professional advisory committee and/or panelists, any Competition Judges, Professional Advisory Committee members or Panelists (as all such terms are hereinafter defined) will be under any obligation to treat such application and its contents as confidential information, and (c) to grant the Administrator a worldwide, royalty-free, perpetual, irrevocable, non-exclusive license and full right to use, reproduce, modify, conform, adapt, publish or transmit such information submitted, but solely in connection with the administration and promotion of the Competition. The Entrant agrees to indemnify all Sponsors, the Administrator, the Competition Judges, the Professional Advisory Committee members and/or Panelists for all damages, liabilities, claims, costs, charges and expenses, including, without limitation, reasonable attorneys' fees that Sponsors, the Administrator and/or Competition Judges, Professional Advisory Committee members or Panelists may incur as a result of any claims brought relating to any application, including, without limitation, its contents.

**Award and Endowment Fund:** One (1) winner of the Competition (the "Winner") will receive up to \$100,000 cash, subject to the terms and conditions provided in these Rules (see "HOPE NOTE" description below). \$50,000 in cash will be paid to the Winner (the "Initial Cash Payment") as soon as practicable after the announcement of the Winner at the Summit in Tech Valley in the hangar at Million Air Terminal at the Albany International Airport, Colonie, New York 12211 to be held on May 14, 2007 (the "Summit"). The additional \$50,000 (the "Second Payment") will be paid to the Winner upon reaching certain performance milestones determined by the Administrator in conjunction with the Professional Advisory Committee (as defined below), in their sole discretion. The award is nontransferable and nonassignable. **All federal, state and/or local taxes, and other expenses associated with the acceptance and use of any award, are the sole responsibility of the Winner.** The failure of the Winner to meet the performance milestones may result in the Entrant forfeiting its rights to the \$50,000 Second Payment, in the sole discretion of the Administrator.

In addition to the \$100,000 award, the Winner will receive advisory services from area firms in one or more of the areas of public relations, marketing, accounting, law and general business services (the "Professional Advisory Committee"). The Winner will be required to meet with a designated representative of the CEG or the Chamber and with one or more members of the Professional Advisory Committee on a quarterly basis for one (1) year. The failure to meet with the Professional Advisory Committee may result in the Entrant forfeiting its rights to avoid paying the principal and accrued interest of the second \$50,000 "Hope Note" (in the sole discretion of the Administrator) to the extent that a Repayment Event (as hereinafter defined) has not occurred.

**Hope Note:** The Winner will be required to sign and deliver two “Hope Notes” (each of \$50,000 principal) on a form or forms prescribed by the Chamber (with the aggregate principal of the first and second Hope Notes being equal to the maximum award given). The Hope Notes will be unsecured obligations of the Winner subordinated to any and all senior bank debt and certain other obligations of the Winner. The Hope Notes will bear interest at an annual rate equal to the “prime rate” in effect on the date that the Winner is determined, less two percent (2%), and all principal and accrued interest of the Hope Notes will be due and payable in full, if upon the occurrence of a Repayment Event (see below), on the earlier of the date that a closing of a Repayment Event occurs or the “Maturity Date” (with the Maturity Date being defined as the second anniversary of the date that the Winner of the 2007 Competition is determined). As used in the Hope Notes, the term “prime rate” will mean the rate published as such in the *Wall Street Journal* on the date the interest rate on the Hope Notes is determined. Interest will accrue and annually be added to the principal amount of the Hope Notes. The Hope Notes will not require repayment of any principal, interest or other sums unless at least one of the three Repayment Events described below occurs. However, notwithstanding that the Winner has no obligation to pay any of the \$100,000 aggregate principal of both Hope Notes as a result of a failure to meet any of such repayment criteria, the Administrator may, in its sole discretion, require that the Winner repay the second such \$50,000 principal Hope Note upon the Winner’s failure to meet with selected members of the Professional Advisory Committee. **FUNDS REPAID TO THE CHAMBER, IF ANY, WILL BE USED SOLELY TO ESTABLISH AN ENDOWMENT FOR THE PURPOSE OF PROVIDING FUNDS TO BE AWARDED TO FUTURE BUSINESS PLAN COMPETITION WINNERS.** THE HOPE NOTES WILL REQUIRE THAT THE WINNER REPAY ALL PRINCIPAL AND ACCRUED INTEREST TO THE CHAMBER IF ANY OF THE FOLLOWING EVENTS OCCUR (each, a “Repayment Event”), unless the Chamber expressly waives the occurrence of such Repayment Event in writing in its sole and absolute discretion:

1. An issuance or sale of equity or debt securities of the Winner, or the closing of a bank financing, in which the holders of the majority equity interests of the Winner immediately prior to such issuance or closing receive a distribution of cash or other property out of the proceeds of the financing;
2. The Winner relocates its principal business operations or headquarters offices outside Tech Valley (as “Tech Valley” is defined in these Rules);
3. A sale, exclusive license or other transfer in full of a revenue-generating business segment or a material product line or technology of the Winner to another enterprise, including, without limitation, an affiliate of the Winner; or
4. Upon the second anniversary date of the note.

**Winner:** The online applications initially will be reviewed and evaluated by a panel of local business leaders and other persons chosen by the Administrator in its sole discretion from among the Professional Advisory Committee. Ten (10) semi-finalists selected from such evaluation will be required to make an oral presentation to a panel of judges (the “Competition Judges”) within parameters to be specified by the Administrator (such number of semi-finalists subject to change in the sole discretion of the Administrator). Three (3) finalists selected from among the semi-finalists will then be selected for presentation at the Summit to a panel of representatives of venture capital organizations and other financial organizations selected by the Administrator in its sole discretion (“Panelists”)(such number of finalists subject to change in the sole discretion of the Administrator). The Panelists will determine the Winner. The Winner will be announced at

the Summit. The finalists will be notified by e-mail, telephone or postal mail. Return of any finalist notification as undeliverable may result in disqualification, and an alternate finalist may be selected. A Winner may decline and thereby waive his/her right to receive the award. In order to claim an award, the Winner may be required to complete an affidavit or declaration of eligibility and/or liability and publicity release. Failure to sign and return the affidavit and release, or to comply with any term or condition of these Rules may, at the sole discretion of Administrator, result in the Winner's disqualification, the forfeiture of its interest in the award, and the delivery of the award to an alternate Winner. Except where prohibited by law, a Winner's acceptance of the award constitutes permission to use the name, voice, hometown and/or likeness of a representative of the Winner reasonably designated by the representative for promotional purposes without further notice or compensation.

**Participation:** Participation in the Competition constitutes an agreement by each Entrant to comply with these Rules. These Rules will be posted at [www.techvalley.org](http://www.techvalley.org) throughout the Competition Period. All decisions of the Administrator, Competition Judges, Professional Advisory Committee and Panelists regarding any and all aspects of the Competition shall be final and binding in all respects. The Administrator reserve's the right to cancel or modify the Competition if it determines, in its sole discretion, that fraud, technical failure, other errors has compromised the integrity of the Competition. Sponsors and the Administrator will not be responsible for typographical, printing or other inadvertent errors in these Rules or in other materials relating to the Competition.

**Limitations of Liability:** By entering the Competition, each Entrant agrees that (1) any and all disputes, claims, and causes of action arising out of, or in connection with, the Competition, or any award granted shall be resolved individually without resort to any form of class action; (2) any claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering the Competition, but in no event attorney's fees; and (3) Entrants hereby waive all rights to claim, (i) punitive, incidental or consequential damages, (ii) any and all rights to have damages multiplied or otherwise increased, and (iii) any other damages, other than damages for actual out-of-pocket expenses, or any award of equitable relief, including injunctive relief or an award of specific performance.

**Governing Law:** All issues and questions concerning the construction, validity, interpretation and enforceability of these Rules, or the rights and obligations of any Entrant, Sponsors, Administrator, Competition judges, Panelists and members of the Professional Advisory Committee shall be governed by, and construed exclusively in accordance with, the laws of the State of New York, without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of New York, or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of New York. The invalidity or unenforceability of any provision of these Rules shall not affect the validity or enforceability of any other provision. If any provision is determined to be invalid or otherwise unenforceable or illegal, these Rules shall otherwise remain in effect and be construed in accordance with their terms as if the invalid or illegal provision was not contained herein.

**General Release:** By entering the Competition, each Entrant releases the Sponsors, Administrator, Competition Judges, Panelists and members of the Professional Advisory Committee and their respective parents, affiliates, directors, officers, employees, representatives, partners and agents, from any liability whatsoever for any claims, costs, injuries, losses or damages of any kind arising out of, or in connection with, the Competition or the acceptance, possession, use or misuse of any award (including, without limitation, claims, costs, injuries,

losses or damages related to personal injuries, death, damage to, or loss or destruction of, property, rights of publicity or privacy, defamation or portrayal in a false light).

**Sponsors:** Nixon Peabody LLP, Albany Molecular Research Inc., MapInfo Corporation, New York Business Development Corporation, Rensselaer Polytechnic Institute.

**Rules/Questions and Answers:** To obtain a copy of these Rules, print them from the Internet at [www.techvalley.org](http://www.techvalley.org) or write to Summit in Tech Valley Business Competition, c/o Albany-Colonie Regional Chamber of Commerce, 1 Computer Drive South, Colonie, NY 12205. If you have any questions regarding this Competition, please write to Summit in Tech Valley Business Plan Competition, c/o Albany-Colonie Regional Chamber of Commerce, 1 Computer Drive South, Colonie, NY 12205 or call Kevin Catalano of the Albany-Colonie Regional Chamber of Commerce at 518.453.5223. Responses to all questions of a substantive nature will not be given over the telephone, but will be posted and available at [www.techvalley.org](http://www.techvalley.org). **ENTRANTS ARE URGED TO CHECK THAT SITE FREQUENTLY DURING THE COMPETITION PERIOD FOR RESPONSES AND OTHER INFORMATION AND ANNOUNCEMENTS OF INTEREST TO COMPETITION ENTRANTS.**

If an Entrant believes that there is any ambiguity, conflict, discrepancy, omission or other error in these rules, such Entrant should immediately notify the Administrator of such error or request clarification of or modification to this document. Such notice shall be given prior to the final filing date for submission of entries. Modification of these rules, when appropriate, will be made by addenda hereto and distributed to all parties who have entered this competition and will be posted and available at [www.techvalley.org](http://www.techvalley.org).