

OFFICIAL RULES & REGULATIONS FOR DIGITAL PLANT 2011

1. **Offer and Acceptance.** Exhibitor's submission of the Exhibit Space Agreement form, with or without a deposit, shall constitute an offer from Exhibitor to enter into such Agreement with TradeFair Group an Access Intelligence Company. ("TFG" or "Show Management"). Such offer can only be accepted by TFG signing such agreement at TFG's place of business in Houston, Texas, USA. After signing in Houston, TFG will send to Exhibitor a fully signed copy of the one-page Agreement document, which sending shall constitute TFG's acceptance and cause the Agreement as a whole to become effective.

2. **Arrangements of Exhibits.** Exhibits shall be so arranged as not to obstruct the general view nor hide the exhibits of others. Plans for specially built displays not in accordance with these Exhibition Rules and the regulations set forth in the Exhibitor Service Kit must be submitted to Show Management before construction is ordered and/or begun. The Exhibitor Service Kit will be supplied to Exhibitor approximately three months before the Exhibition. If an Exhibitor wishes to inspect this Kit before submitting the Exhibit Space Agreement form, Exhibitor has the right to do so. With or without prior inspection, Exhibitor understands that by signing the Exhibit Space Agreement form, Exhibitor agrees to be bound by the Exhibitor Service Kit, which shall form part of the Agreement.

Unightly booths. Any unightly booth areas must be masked off by Exhibitor. Whether or not booths are unightly will be determined by Show Management, in its sole discretion.

Backwalls. Regular and specially built backwalls including signs may not exceed an overall height of eight (8) feet, except in wall locations. The height for wall locations may not exceed twelve (12) feet. Low side dividers between booths must not exceed thirty-six (36) inches in height. If a high divider between booths is desired, it will not exceed eight (8) feet in height nor extend from the backwall more than one-half of the depth of the space to avoid blocking adjacent exhibits.

Aisles. All aisles must be clear of exhibits. Interviews, demonstrations, and distribution of literature must be made inside Exhibitor's booth.

Booth Number. A booth number must appear on all specially built backwalls. No signs are allowed above the permissible backwall height. No signs are allowed above the permissible back wall height without written approval from Show Management.

Installation. All Exhibitor displays must be completely installed within the time designated by Show Management for this purpose.

3. **Soliciting.** Exhibitor is prohibited from distributing literature, souvenirs, or other items from outside the boundaries of Exhibitor's booth, unless Exhibitor has obtained Show Management's prior written approval. This prohibition includes canvassing other exhibits before, after, or during Show hours. Canvassing in exhibit halls or distribution of advertising matter, souvenirs, or any other items whatsoever by anyone who is not a paid exhibitor is strictly forbidden.

4. Exhibitor Personnel and Others. Booths must be manned by technical specialists, qualified to discuss engineering details of their products. Show Management reserves the right to prohibit an exhibit or part of an exhibit which in Show Management's sole discretion may detract from the character or nature of the Exhibition.

5. Remedies. If Exhibitor fails to make any payment or otherwise breaches any provision of the Agreement, and fails to cure within a reasonable time (as defined in the next sentence) after Exhibitor has received written notice from Show Management specifying the breach, Show Management shall have the right to exercise (without further notice) any one or more of the following remedies at any time after such reasonable time has passed: (i) cancel the Agreement in whole or in part; (ii) evict Exhibitor from any or all of the space being rented by Exhibitor; (iii) have any of the Agreement's violated provisions specifically enforced; and (iv) exercise any other remedy available by rule of law. By "reasonable time" is meant: (i) immediately, in the case of any breach occurring during the Show; (ii) 24 hours, in the case of any failed payment; and (iii) 5 days, in the case of any other breach. In addition, Show Management may keep any and all monies received from Exhibitor as liquidated damages, it being understood that TFG's losses and damages from Exhibitor's breach of the Agreement are difficult to ascertain and that the agreed liquidated damages are not intended as a penalty. Upon cancellation of the Agreement, Show Management may (without prejudice to any other available remedy) rent Exhibitor's space to any other exhibitor, or use such space in any other manner as Show Management deems necessary, in its sole discretion, without any obligation to Exhibitor.

6. Unoccupied Space. If any of Exhibitor's space remains unoccupied one hour before exhibition opening on opening day, Exhibitor shall be deemed to have abandoned such space. Thereafter, Show Management shall have the right to rent such space to any other exhibitor, or use such space in another manner as Show Management deems necessary, in its sole discretion, without any obligation to Exhibitor. This Section shall not be construed as affecting the obligation of Exhibitor to pay the full amount specified in the Agreement for space rental.

7. Insurance. For the term of the Agreement, Exhibitor shall at all times maintain insurance sufficient to cover the liabilities of Exhibitor under the Agreement. The amount and scope of such insurance shall be reasonably satisfactory to Show Management. Such insurance shall also provide coverage for Exhibitor's contractual obligations to defend, indemnify, and hold harmless, as stated in the Agreement. Show Management shall be added as an additional insured to such insurance. Exhibitor's insurer shall confirm to Show Management that such insurance cannot be canceled or changed without thirty (30) days prior written notice to Show Management. Exhibitor agrees to provide Show Management a suitable certificate verifying that the required insurance is and will remain in force for the duration of the Show.

8. Liability. Neither Show Management nor its agents or representatives will be responsible for any injury, loss, or damage that may occur to Exhibitor or to Exhibitor's employees, invitees, licensees, or guests, or Exhibitor's property from any cause whatsoever. Under no circumstances shall Show Management or its agents or representatives be liable for (i) any special, indirect, incidental, or consequential loss or damage whatsoever, or (ii) any loss of profit, loss of use, loss of opportunity, or any cost or damage resulting from any such loss. Exhibitor acknowledges that the risk allocations of this Section are reasonable based on the understanding that *Exhibitor shall obtain, at its own expense, adequate insurance against any such injury, loss or damage.* Show Management shall not be liable for failure to perform its obligations under the Agreement as a result of strikes, riots, acts of God, or any other cause beyond its control.

Anyone visiting, viewing, or otherwise participating in Exhibitor's booth or exhibit is deemed to be the invitee, licensee, or guest of Exhibitor, and not the invitee, licensee, or guest of Show Management. Exhibitor assumes full responsibility and liability for the actions of its agents, employees, independent contractors, or

representatives, whether acting within or without the scope of their authority, and agrees to defend, indemnify, and hold TFG, the exhibit hall, and their respective privies, harmless from and against claims resulting directly or indirectly from the actions or omissions of Exhibitor and/or Exhibitor's agents, employees, independent contractors, or representatives whether within or without the scope of authority. There is no other agreement or warranty between Exhibitor and Show Management except as set forth in this document. This agreement represents the entire agreement between the parties into which all prior understandings are merged. The rights of Show Management under the Agreement shall not be deemed waived except through a writing signed by an authorized officer of TFG.

9. Force Majeure. In case the Exhibition hall is damaged or destroyed by fire, the elements, or any other cause, or if circumstances make it unreasonably difficult for Show Management to permit Exhibitor to occupy the space assigned during any part or the whole of the period covered by the Show, then during such circumstances Show Management, the building management, and their respective privies will be released and discharged from the obligations to supply space, and Exhibitor will be reimbursed a proportionate share of the booth rental previously received by Show Management from Exhibitor.

10. Jurisdiction and Attorney Fees. This agreement shall be governed and construed by the laws of the State of Texas. Should any legal action be commenced to resolve any dispute under the Agreement: (i) Exhibitor hereby consents to venue and jurisdiction in the federal or state courts located in Houston, Texas (headquarters of TFG), and agrees that no such action may be brought in a forum not located in Houston, Texas; and (ii) the prevailing party shall be entitled to an award of litigation expenses (including, but not limited to, deposition costs and expert witness fees and expenses), interest, and reasonable attorney fees, in addition to any other remedy obtained.

11. Mediation and Arbitration. If a dispute arises out of or relates to this contract, or the breach thereof, and if said dispute cannot be settled through negotiation, the parties agree to try in good faith to settle the dispute by mediation in Houston, Texas before a mutually acceptable mediator/lawyer before resorting to arbitration, litigation or some other dispute resolution procedure.

Upon the demand of any party, whether made before or after the institution of any judicial proceeding, any controversy or claim whatsoever arising out of or relating to this contract, or the breach thereof, shall be settled by binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

12. Taxes and Licenses. Exhibitor shall be responsible for obtaining any licenses, permits, or approvals required under local, city, state, or national law applicable to Exhibitor's activity at the Show. Exhibitor shall be responsible for obtaining any tax indemnification numbers and paying all taxes, license fees, or other charges that may become due to any government authority concerning Exhibitor's activities at the Show.

13. Cancellations. In the event that Exhibitor wishes to cancel some or all of its allotted exhibit space, Exhibitor may request and Show Management may grant such cancellation, but only with the following understandings: *First*, all cancellations must be request in writing and addressed to The TradeFair Group, Inc. at the address below. *Second*, Show Management is not required to refund any portion of moneys (the 50% deposit, full fee, or otherwise) previously paid by Exhibitor. *Third*, if Exhibitor's cancellation request is received by Show Management after the Agreement has become effective but before the final payment date, Exhibitor nevertheless agrees to pay the 50% deposit before such cancellation will become effective. *Fourth*, if Exhibitor's cancellation request is received by Show Management after the final payment date, Exhibitor nevertheless agrees to pay the full booth rental fee based on the original space requirements, before such cancellation will become effective. Show Management assumes no responsibility for having included the

name of Exhibitor in the Show catalog, brochures, news releases, or other materials.

14. Changes. If Exhibitor requests an increase of its booth space after the Agreement has become effective, Show Management will use reasonable best efforts to accommodate such request, subject to space availability, additional fee payment, and other circumstances then prevailing. If Exhibitor requests a change that leads to a net reduction of booth space from original requirements, such request shall be covered by Section 13 above.

15. Fire, Safety and Health. The exhibitor assumes all responsibility for compliance with local, city and state ordinances and regulations covering fire, safety and health. All exhibit equipment and materials will be reasonably located within the booth and protected by safety guards and devices where necessary. Only fireproof materials should be used in displays and the necessary fire precautions will be taken by the exhibitor.

16. Labor. Rules and regulations for union labor are made by the local unions and these regulations may be changed at any time. Where union labor is required because of building or contractor requirements, it will be necessary for the exhibitor to comply with the regulations. Companies using international installation & dismantling personnel must have proper paper work, visas and documentation in order to operate as valid contract labor.

17. Moving Pictures, Sound Devices, Music and Lighting. If moving pictures are used, the exhibitor agrees to comply with union requirements for the operation of the equipment. Sound movies will be permitted if tuned to conversational level and if not objectionable to neighboring exhibitors. If loud speakers or sound devices are used, they should be tuned to conversational level and if not objectionable to neighboring exhibitors. It shall be the responsibility of any exhibitor wishing to play music in their booth to secure any necessary music licensing agreements and fee payments with the appropriate agencies. The TradeFair Group, Inc. bears no responsibility for any legal action, fines, litigation, etc., incurred by exhibitors who have not obtained said agreements and/or made said fee payments. The Management reserves the right to restrict the use of glaring lights or objectionable lighting effects.

18. Delivery and Removal During Show. Under no circumstances will the delivery or removal of any portion of an exhibit be permitted during the show hours without permission first being secured **in writing** from Show Management.

19. Food and Beverages. Exhibitor distribution of food and beverages for consumption in the building may only be made with the permission of the building management. Any food or refreshment distributed or consumed by the exhibitor shall, at the exhibitor's risk and expense, comply with all applicable federal, state, and local sanitary and safety laws and regulations. No food or beverages may be sold by an exhibitor.

20. Other Matters. The Exhibition is managed by TradeFair Group, an Access Intelligence Company. ("TFG" or "Show Management") whose main office is at 11000 Richmond Avenue, Suite 690, Houston, Texas 77042. All matters not expressly covered in the Agreement are subject to the reasonable decision of the Show Management, which decision shall be final.