

March 1 – 3, 2010

Hilton Americas ■ Houston, TX

Exhibitor named below hereby applies for an exhibit space at the Conference described above. Enclosed with this form is a payment of the total booth/space rental. By signing below, Exhibitor agrees that this amount is NON-REFUNDABLE. If the full payment deposit did not accompany submission of this form, Exhibitor agrees to pay such payment on invoice, WITHOUT REFUND, except as otherwise expressly stated in section 6 on the back of this form.

Exhibiting Company Name _____

Mailing Address _____

City/State/Country/Zip (Postal Code) _____

Full Shipping Address (No P.O. Boxes) _____

Telephone _____ Fax _____

E-mail _____ WEB: _____

Contact for Exhibit Arrangements (Ms./Mr.) _____ Title _____

Exhibitor's signature below signifies that Exhibitor has read, understands, and agrees to be bound by all the terms and conditions on the front and on the back of this form (including the EXHIBITION RULES, REGULATIONS, AND ADDITIONAL CONDITIONS, which constitute part of this Agreement). Also by signing below, Exhibitor acknowledges that if Exhibitor has deemed it necessary or desirable, Exhibitor has raised and obtained satisfactory answers to any questions about the clarity, legibility, or readability of this form. This form must be signed by a legally authorized company officer for application to be processed.

SIGNATURE _____ Date _____

Signer's Full Name (please print) _____ Title _____

EXHIBIT REQUIREMENTS:

Exhibitor requires Exhibit Space. Booth price is \$5,000 for exhibitor only, 10x10 space.

Included in Sponsorship Packages: Platinum 20x20 / Gold 10x20 / Silver 10x10 (Please Circle Sponsor Level)

1st Choice _____ 2nd Choice _____ Best Available _____ Total Fee \$ _____

Please do not locate our booth near these companies: _____

METHOD OF PAYMENT:

___ Check Credit Card: ___ VISA ___ MasterCard ___ Discover ___ AMEX

Credit Card Number _____ Expiration Date _____

Full Name _____ Cardholder Signature _____

(As it appears on card)

ADVERTISING IN THE OFFICIAL CONFERENCE CATALOG & E-MEDIA LEAD GENERATION OPPORTUNITIES:

Please send advertising rates for the following: ___ 2 Pages ___ 1 Page ___ 1/2 Page ___ 1/4 Page ___ Back Cover ___ Inside Cover(s) ___ Product Listing

Please send me information/pricing on E-Media opportunities to generate leads now _____

FAX CONTRACT TO: The DIGITAL PLANT Conference 2010 c/o TradeFair Group • FAX: (832) 242-1971 , phone- (832) 242-1969

or MAIL CONTRACT TO:

The DIGITAL PLANT Conference 2010

c/o Access Intelligence LLC

11000 Richmond, Suite 500, Houston, Texas 77042

For office use only:

Date Received _____ Amount Received \$ _____ TOTAL Due \$ _____ Inv. Amount \$ _____

Booth Assigned _____ Accepted By _____

General Terms and Conditions

We understand that an Exhibit Space shall be assigned to Us by The Digital Plant Conference 2010 after it receives both the Fee and this Agreement signed by an authorized person representing Our company (the "Agreement"). We further understand that the Exhibit Spaces are allocated in the order that The Digital Plant Conference 2010 receives Agreements from Exhibitors. Unless otherwise previously agreed to in writing by The Digital Plant Conference 2010, We undertake not to sublease, or otherwise make available or share the Exhibit Space allocated to us with any third party such as but not limited to affiliated companies, the owners of Our company, subsidiary companies, whether wholly or partly owned, dealers, distributors, business partners nor to allow such third parties to share, occupy or exhibit products in the Exhibit Space without the express prior written permission of The Digital Plant Conference 2010 and pre-paying an additional Associate Fee as proscribed by The Digital Plant Conference 2010. We also agree not to share or assign speaking opportunities allocated to us by The Digital Plant Conference 2010 with third parties. We also agree that The Digital Plant Conference 2010 shall have right to refuse permission for such subleases, shared occupancy, and sharing (the "Sharing") if, in its sole opinion, such Sharing shall not make a positive contribution to the substance and form of the Conference, or to protect its legitimate business interests. We also agree that if The Digital Plant Conference 2010 cannot permit us to occupy Our assigned Exhibit Space due to causes beyond The Digital Plant Conference 2010's control (such as but not limited to damage to the Venue, fire code or ADA compliance), then The Digital Plant Conference 2010 shall have the right to reassign us to an Exhibit Space selected by us that has not been assigned to another Exhibitor.

Cancellation — We agree that if The Digital Plant Conference 2010 should be prevented from holding the Conference by reason of a cause beyond its control (such as, but not limited to, fire, hurricanes, typhoons, snowstorms, ice storms, earthquakes, damage to the Conference Venue, labor disputes or threat thereof, acts of government, riots, terrorism or a threat thereof, acts of war or a threat thereof, or acts of God) The Digital Plant Conference 2010 shall at its sole discretion reschedule the Conference for a date no later than nine months after the currently scheduled start date of the Conference. Should The Digital Plant Conference 2010 cancel the Conference for its own convenience, Our Fee shall be refunded to us in a proportionate amount in relationship to expenses spent on the conference.

Change Of Venue — We agree that The Digital Plant Conference 2010 shall have the right to change the Conference Venue or conference date for its own convenience. In the event that The Digital Plant Conference 2010 does change the Conference Venue or conference date We shall be notified by The Digital Plant Conference 2010 of the change by express overnight service within 10 days of The Digital Plant Conference 2010 signing a contract with the new Conference Venue. Exhibit Space at the new Venue shall be allocated in the order in which Fully Paid-Up Agreements were received by The Digital Plant Conference 2010. Exhibitor with Agreements will be given 2 business days from the date of notification to re-select Exhibit Space. After that time, The Digital Plant Conference 2010 shall have the right to select and assign Exhibit Space to the Exhibitor whose two business day time limit to select Exhibit Space at the new venue has expired.

Insurance — We warrant that We carry insurance to cover exhibit material against damage and loss, and adequate liability insurance against injury to Our own employees and the person and property of others.

Liability — We agree that The Digital Plant Conference 2010's liability to us for all reasons and causes arising out of or related to Our participation in or commitment to participate in the Conference is limited to an amount not greater than the Fee paid to The Digital Plant Conference 2010 by us, and We agree that The Digital Plant Conference 2010 shall not be responsible for any loss, theft or damage to Our property and the property of Our employees, guests affiliates and/or representatives. Further, We agree that The Digital Plant Conference 2010 shall not be liable for injury to persons by reason of Our use or occupancy of the Conference Venue and/or Exhibit Space, or by reason of Our being a Exhibitor and We agree to indemnify, defend and hold The Digital Plant Conference 2010 harmless from all liability including reasonable attorneys' fees which might ensue from any such injury or causes.

Compliance — We agree that We shall assume all responsibility for compliance with all pertinent laws, ordinances, regulations and codes of duly authorized local, state and federal governing bodies together with the rules and regulations of the operators and/or owners of the Conference Venue and the terms and conditions of this Agreement. We agree that We shall comply in all respects with the **Americans with Disabilities Act** (the "ADA") and shall be solely responsible for compliance with ADA for all activity over which We have control and/or activities conducted in Our Exhibit Space, and at events that We hold. We agree to make all reasonable accommodations to disabled persons in Our Exhibit Space and events that We sponsor, as required by ADA. We agree to indemnify, defend and hold The Digital Plant Conference 2010 harmless from all liability including reasonable attorneys' fees that may ensue from Our failure to comply with ADA and all applicable local, state and federal laws.

Copyrights — We understand and acknowledge that We shall assume responsibility for all licensing and royalty payments of copyrighted materials for the use of music, video or printed matter which may be protected under the copyright laws of the United States of America or other competent jurisdictions, and agree to indemnify and hold The Digital Plant Conference 2010 harmless from all liability including reasonable attorneys' fees which may ensue from Our use of copyrighted material at the Conference Venue.

Safety — We agree that Our electrical equipment must conform to all applicable safety codes and must be operated in a manner that does not pose a hazard to any person or property. Shielding from chips, sparks, strong lights, moving machinery, smoke or any toxic substance must be complete. Safety markings, masking, flagging or railings must be placed on or around any projection or other objects where Conference attendees could injure themselves. Machinery, operating equipment, and other objects that might cause bodily harm must be adequately safeguarded. The operator of the Conference Venue (the "Conference Venue Operator") shall have sole judgment authority on the adequacy of safeguarding shields and barriers. Public space is to be free of any obstruction or item associated with an adjacent Exhibitor's Exhibit Space. No carpeting or signs from Our Exhibit Space may obstruct or infringe on public space. Conference Venue Operator may, at its discretion, prohibit, restrict and/or evict Our events which are in its opinion objectionable for any reason including but not limited to the following: danger, noise, vibration, glaring or flashing lights, safety and method of operation, objects on display, and/or method of display. Conference Venue Operator may also prohibit, restrict or evict any Exhibitor's event that in its opinion detracts from the general character of the Venue. Conference Venue Operator may further prohibit, restrict and/or evict any event with objectionable persons, things, conduct, printed matter or anything else Conference Venue Operator to be objectionable. In the event of such restriction or eviction, The Digital Plant Conference 2010 shall not be liable for damages and expenses, and shall have no obligation to refund Our Fee, and We agree to indemnify, defend and hold The Digital Plant Conference 2010 harmless from all liability including reasonable attorneys' fees which may ensue from Our eviction from the Conference by Conference Venue Operator.

Unions And Contractors — We agree that We shall abide by and comply with the terms of all applicable labor union agreements that Conference Venue Operator has with labor unions.

General — This Agreement shall constitute the entire Agreement with respect to the subject matter hereof superseding all prior oral and written communications, proposals, prospectuses, negotiations, representations, understandings, courses of dealing, agreements, contracts, and the like between us and The Digital Plant Conference 2010. We hereby represent that our representatives executing this Agreement has the full power and authority to enter into and bind us to this Agreement, and that Our successors and assigns shall be bound by the terms hereof. We agree that We may not delegate any of Our obligations under this Agreement, or assign this Agreement, without the prior written consent of The Digital Plant Conference 2010. Headings, and captions, and table of contents, if any, are inserted in this Agreement only for convenience of reference and do not define, limit or describe the scope or intent of any provisions of this Agreement and shall not be used in construction of this Agreement. Unless the context clearly requires otherwise, the singular includes the plural, and vice versa, and the masculine, feminine and neuter adjectives include one another. For the purposes of this Agreement the terms "We", "Our", "Us", refer to the undersigned whose name and address appear in the paragraph titled Exhibitor below and the term The Digital Plant Conference 2010, shall mean The Digital Plant Conference 2010, an Access Intelligence Company event, a Maryland corporation with principal offices at 4 Cherry Choke Road, Rockville, MD 20850. The invalidity or unenforceability of any of the covenants, phrases or clauses in this Agreement shall not affect the remaining portions hereof, and this Agreement shall be construed as if such invalid covenant, phrase or clause had not been contained herein. Until accepted by The Digital Plant Conference 2010, as evidenced by The Digital Plant Conference 2010's authorized signature below, this Agreement shall be deemed to be an offer by the Exhibitor to enter into this Agreement.

Law — We agree that this Agreement is made under and shall be construed according to the laws of the State of Maryland and that any suit, action or proceeding instituted against The Digital Plant Conference 2010 or us under or in connection with this Agreement shall be brought only in a court of competent jurisdiction of the State of Maryland or in the U.S. District Court of the District of Maryland. Further, We and The Digital Plant Conference 2010 agree to irrevocably waive any objection to, and any right of immunity on the grounds of, improper venue, the convenience of the chosen forum, the personal jurisdiction of such courts or the execution of judgments resulting there from, and We and The Digital Plant Conference 2010 hereby irrevocably accept and submit to the exclusive jurisdiction of such courts in any such action, suit or proceeding.

- Enclosed is payment for the Fee of _____. We understand the Fee is non-refundable. [Please make check payable to Access Intelligence.] We understand that the Exhibitor Fee must be paid in full and this agreement fully executed by an authorized person representing Our company prior to us securing Our place in the Exhibit Space allocation queue, and/or being admitted to the Conference.
- Payment, and a copy of this exhibitor form is being forwarded under separate cover or by wire transfer to Access Intelligence, PO Box 9187, Gaithersburg, Maryland, 20898-9187, USA, (ABA Routing 055003201 Credit To: Access Intelligence, LLC. Account 2044002897673).

Exhibitor

COMPANY NAME: _____

ACCEPTED BY THE DIGITAL PLANT CONFERENCE STAFF: _____

DATE: _____