

ATIA 2010 ORLANDO Exhibitor Rules and Regulations

This contract by and between the ATIA and the exhibiting company ("Exhibitor") hereby applies to the invoice for exhibit space in the Exposition to be held on January 27-30, 2010. The signing of this contract indicates agreement by the Exhibitor to comply with the Exposition regulations, instructions and conditions of the contract published below with all the conditions under which facilities at the Caribe Royale All-Suites Resort and Convention Center are provided to ATIA.

1. EXPOSITION SITE AND TIME: The Exposition will be held on January 27-30, 2010, at the Caribe Royale All-Suites Resort and Convention Center. Management reserves the right to make changes in the exhibit hours and dates; however, any such changes will be made known as far in advance of the Exposition as possible and exhibitors will be notified accordingly.

2. EXHIBIT SPACE RENTAL FEE: The exhibit space rental fee per booth unit is as follows:

Regular Exhibitors: U.S. \$1600 for Members/U.S. \$2350 for Non-Members. The rental fee per unit includes booth space, table, company identification sign, two chairs, wastebasket, 500 Watts of electricity and two (2) complimentary full conference exhibitor registrations.

Non-Profit Exhibitors: U.S. \$1100 for Members/U.S. \$1300 for Non-Members. The rental fee per unit includes booth space, table, company identification sign, two chairs, wastebasket, 500 Watts of electricity and one (1) complimentary full conference exhibitor registration.

3. PAYMENT: Make all checks payable in U.S. currency to ATIA. Exhibit space payments should be made according to the following schedule:

- 50% of total invoice is due with application.
- 100% of total invoice must accompany this application after July 31, 2009.
- Total balances are due on or before July 31, 2009. This application becomes a contract when signed by the exhibitor and accepted by ATIA.
- Any exhibitor whose second payment is not received by July 31, 2009 will be subject to a penalty charge of 5% of the total value of their booth space and may risk their booth space being released. (Exhibitors in such a situation will be contacted prior to release.) These penalty charges are considered part of your booth fees and move-in will not be allowed until all payment is made in full

4. BOOTH ALLOCATION: Space assignments are made according to the ATIA booth allocation policy. Please see a member of show management for more detailed information regarding this policy. All requests for changes in booth space location must be received in writing by a member of show management.

5. INSTALLATION AND DISMANTLE: Exhibitors will have reasonable time to erect and dismantle their exhibits, which will be specified in the Exhibitor Manual. Exhibit materials not removed from the hall by the time specified will be removed by ATIA at the exhibitor's expense and liability. No exhibitor will be permitted to dismantle their exhibit displays or remove products from the exhibit hall prior to the close of the trade show. Refer to the Exhibitor Manual for complete schedules, rules & regulations, and instructions for the installation and removal of the exhibits.

6. CONTRACT FOR SPACE: The Application and Contract for Exhibit Space shall be considered a binding contract between the two parties and subject to the rules and regulations as set forth by ATIA in this contract when it is submitted with deposit of rental fee. By submitting an application for exhibit space, the exhibitor releases ATIA from any and all liabilities to exhibitor, its agents, licensees, or employees that may arise or be asserted as a result of submission of an application or of participation in this Exposition.

7. CANCELLATION/NON-PAYMENT: All notices of cancellation must be submitted in writing. In the event a company needs to relinquish its booth space:

- Prior to or on July 31, 2009, the booth deposit of 50% will be refunded, less a \$100 administrative fee.
- After July 31, 2009, exhibitor is liable for 100% of booth fee and no refunds will be issued.

8. ARRANGEMENT OF EXHIBITS: The space provided will be as shown on the floor plan to the extent possible, but ATIA reserves the right in its sole discretion to make changes in the location, size, and display limits of any booth.

9. USE OF SPACE: Exhibitors may not sublet, assign, or apportion any part of the space allotted, nor represent, advertise or distribute literature for the product or services of any other firm or individual except as approved in writing by ATIA. Booth Sharing: ATIA member companies may share booths with other ATIA member companies only with the express written permission of ATIA. Exhibitors' promotional activities are confined to the actual space purchased, or in areas approved by show management are prohibited in hotel/convention center public spaces, or common areas owned or operated by hotel/convention center or leased by ATIA show management. No Exhibitor will be permitted to display or distribute literature outside the confines of the assigned booth space in the Exposition area. Distribution or display of promotional material in or to attendees' hotel sleeping rooms, public areas or technical sessions is strictly

prohibited. ATIA also reserves the right to remove, at exhibitor cost, any merchandise deemed by show management as not suitable for display at ATIA. Exhibitors will be bound by the booth rules that will be included in the Exhibitor Manual.

10. SELLING OF PRODUCTS FOR SHOW DELIVERIES PROHIBITED: Selling of merchandise for delivery at ATIA is strictly prohibited. ATIA provides display space to participating companies to exhibit and demonstrate products and services on the basis of their potential information and commercial value, and not for the purpose of direct commerce. Orders may be taken, but sales transactions involving the exchange of product for payment is strictly prohibited. Also note that accepting orders on-site may have tax implications in the jurisdiction where the exhibit is held.

11. RESTRICTIONS: ATIA reserves the right to restrict or prohibit exhibits which, because of noise, method of operation, or any other reason, are objectionable or otherwise detract from or are out of keeping with the character of the Exposition as a whole. ATIA may prohibit installation or request removal or discontinuance of any exhibitor or promotion that, if continued, departs substantially from exhibitor's pre-approved design and description. In the event of such restrictions prohibitions or removal, ATIA will, where appropriate, refund the Exhibitor Space Rental Fee and shall not be otherwise liable to the Exhibitor.

12. EXPOSITION BADGES: Exhibit personnel must wear ATIA approved identification badges while on the exhibit floor.

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

14. CONDUCT OF EXHIBITOR'S EMPLOYEES: Exhibitor's employees whether full, part-time or temporary personnel hired by the exhibitor, shall conduct themselves in an ethical manner at all times. Solicitation of employment to any of the attendees or any exhibitor personnel is strictly prohibited and considered unethical and shall result in serious penalties and/or loss of privilege to exhibit in or attend future ATIA events. Show management may also ask any persons deemed, in show management's opinion, to be acting in an obstructive manner, or inappropriately dressed for the week's business activities to leave the exhibit floor.

15. LIABILITY AND INSURANCE: ATIA will provide regular guard service at entrances to the Exposition area. However, ATIA will not be liable for damage or loss to any exhibitor's properties through theft, fire, accident or any other cause whether the result of negligence or otherwise. The Exhibitor shall indemnify the ATIA against, and hold it harmless from any complaints, suits or liabilities resulting from negligence of the Exhibitor in connection with the Exhibitor's use of display space. It is recommended that exhibitors insure their exhibit and display materials. Exhibitors should carry a minimum of \$500,000.00 Public Liability insurance for bodily injury, \$1,000,000.00 in any one accident, and \$250,000.00 property damage. Certificate of Insurance for said coverage satisfactory to the ATIA shall name ATIA and SmithBucklin Corporation as insured. The Exhibitor should obtain a waiver of subrogation releasing the carrier's subrogation rights, from any insurance carrier that carries fire, explosion, or any other risk coverage insuring their property. ATIA assumes no liability for any injury that may occur to visitors to the Exposition. In the event that said exhibitor contracts with a firm to erect and/or dismantle their exhibit display at ATIA, it is understood that the contractor will service and maintain insurance coverage as follows:

- Workman Compensation insurance in the minimum amounts required by the laws of the State of Florida.
- Comprehensive General Liability insurance with minimum combined single limits of \$1,000,000 for bodily injury and/or property damage in any one occurrence.
- Contractor will include both the ATIA and SmithBucklin, as additionally insured. Such insurance shall be maintained in full force during the period when contractor is working on the display at ATIA in Orlando. The Independent Contractor will furnish Show Management with an original Certificate of Insurance attesting to these coverages.

16. INTERPRETATION AND ENFORCEMENT: These regulations become a part of the contract between the exhibitor and ATIA. ATIA has full power of interpretation and enforcement of these rules and may amend them at any time. Also, the Exhibitor agrees to abide by all additional reasonable rules and regulations published from time to time with advanced notice. All matters in question not covered by these regulations are subject to the decision of the ATIA and all decisions so made shall be binding on all parties affected by them as the original regulations. Exhibitors or their representatives who fail to observe these conditions of contract or who, in the opinion of ATIA, conduct themselves unethically, may be dismissed from the Exposition without refund or other appeal.

17. COMPLIANCE WITH APPLICABLE LAWS: Exhibitor, its agents, and representatives shall abide by, conform to, and comply with all laws of the United States, the State of Florida, and all ordinances of the City of Orlando, including but not limited to all rules and regulations for the government and management of the Caribe Royale All-Suites Resort and Convention Center and the requirements of the Police and Fire Departments, and further shall not do, nor allow to be

done, anything on the premises during the term of this contract in violation of these rules, laws or ordinances.

18. OTHER TERMS AND CONDITIONS: The Exhibitor shall comply with all fire laws, electrical codes and all other rules, regulations, codes or statutes with respect to the installation, conduct and disassembly of its exhibit. The exhibitor shall also comply with all reasonable requests of ATIA and the Caribe Royale All-Suites Resort and Convention Center officials with respect to the installation, conduct and disassembly of its exhibit. The exhibit shall be conducted in a decorous manner in order not to be objectionable to other Exhibitors, the Caribe Royale All-Suites Resort and Convention Center, the Conference or the public. ATIA and the Caribe Royale All-Suites Resort and Convention Center reserve the right to close, remove or require changes in any exhibit or to remove any of the Exhibitor's personnel agents, representatives, independent contractors, invitees or guests who are deemed detrimental to ATIA, the Caribe Royale All-Suites Resort and Convention Center, other Exhibitors, or public. The license granted by this Contract is personal and may not be transferred or assigned without the consent of ATIA. The premises are licensed on an "as is" basis and ATIA will not be liable for pre-existing conditions of the premises or for conditions arising during the period of the license. The Exhibitor shall return the premises in as good condition as they were received. ATIA shall in no event be liable to the Exhibitor in excess of any consideration paid by the exhibitor to ATIA and received by ATIA, for breaches of Contract or conduct by ATIA, by its agents, representatives and independent contractors, whether acting within or out of the scope of their authority by agents, representatives or independent contractors or the Caribe Royale All-Suites Resort and Convention Center or by the general public. ATIA shall not be liable for failure to perform its obligations under this Contract due to strikes, riots, acts of God, or any other cause beyond its control. Anyone visiting, viewing or otherwise participating in the Exhibitor's exhibit is deemed to be the invitee or licensee of the exhibitor rather than the invitee of ATIA. ATIA and the Caribe Royale All-Suites Resort and Convention Center shall not be liable for injury of any type from any cause to property of the Exhibitor or to persons conducting or otherwise participating in the conduct of the exhibit or to invitees or independent contractors, whether acting within or out of the scope of their authority, and responsibility or liability resulting directly or indirectly, or jointly, from other causes which arise because of the actions or omissions of its agents, employees or independent contractors, whether acting within or out of the scope of their authority. There is no other agreement or warranty between the Exhibitors and ATIA except as set forth in this application and contract for Exhibit space. The right of ATIA under this Contract shall not be deemed waived except as specifically stated in writing and signed by an authorized representative of ATIA. The Exhibitor agrees to abide by all rules and regulations published from time to time by, and governing, ATIA.

19. AMERICANS WITH DISABILITIES ACT: Exhibitors shall be responsible for making their exhibit accessible to persons with disabilities as required by the Americans with Disabilities Act and shall hold ATIA harmless from any consequences of failing to do so.

20. PERFORMANCE OF MUSIC AND LICENSES: Exhibitors and vendors are responsible for individual ASCAP/ BMI music licensing fees if applicable to the ATIA exhibit booth and/or vendor hospitality function. Vendors and exhibitors hereby represent that they have, or shall have by the time of the event, obtained all required licenses for the live or recorded performance of music. Exhibitors and/or vendors shall indemnify and hold harmless the ATIA, its directors, officers, agents, members and representatives from and against all claims, costs (including reasonable attorney's fees), expenses and liabilities arising from breach of the foregoing representations.

21. USE OF THE ATIA NAME: Participation by an exhibitor in the ATIA Conference and Exhibition does not entitle the exhibitor to use the name ATIA or Assistive Technology Industry Association other than reference to the exhibitor's participation as an exhibitor in the event. Participation at ATIA does not imply endorsement or approval by the ATIA of any product, service or participant and none shall be claimed by a participant.

22. OTHER: This contract is made under and shall be governed by the laws of the State of Illinois in all respects, including matters of construction, validity and performance.