

A. Terms: Before, during, and after the 2019 TechServe Alliance Conference & Tradeshow, Nov. 5-7, 2019, ("Show"), the exhibiting company ("Exhibitor") agrees to abide by the terms and conditions of this contract; by the rules and regulations published by TechServe Alliance ("TechServe") in the Exhibitor Services Manual ("ESM"); by the laws, ordinances, rules and regulations of the United States, the State of California and any applicable local jurisdictions as may be in effect; and by other reasonable rules considered necessary by TechServe, its contractors and the Hyatt Regency Huntington Beach ("Hotel"). TechServe shall have the sole authority to interpret and enforce all rules and regulations, to make any amendments thereto, and to make further rules and regulations as necessary to ensure the orderly conduct of the Show. The parties hereby agree and acknowledge that any waiver of or failure to exercise any right provided for herein shall not be deemed a waiver of any further or future right under this contract.

B. Payment and Distribution of handbook, kit and attendee lists. All exhibit booths must be paid in full at the time of registration. TechServe will hold a booth location for up to 30 days until payment is received. If payment is not received by 30 days TechServe reserves the right to release any hold space. After payment is received TechServe will distribute the Exhibitor Handbook, Kit and Attendee List(s) to exhibitors

C. Eligible Exhibits. TechServe reserves the right to determine eligibility of any company to participate in the Show. TechServe can refuse to provide exhibit space to a company, terminate this contract if already executed or close an exhibit display that in TechServe's sole judgment would not serve the best interest of the Show, TechServe or the industry. In the event of termination for this reason, TechServe shall refund exhibit fees which it may have received from the exhibitor. Receipt of such refund shall be Exhibitor's sole remedy against TechServe.

D. License Relationship. This Contract constitutes a license and privilege only and is not intended to constitute a lease or any other conveyance of real property, partnership, employment agreement or joint venture between the parties.

E. Floor Plan and Assignment of Space. TechServe reserves the right, in its sole discretion, to change the manner and criteria in which it assigns booth space, to reconfigure the floor plan or to change space assignments. Space location may not be exchanged or transferred by Exhibitor to another entity except upon written approval of TechServe.

F. Unauthorized Activities Prohibited. TechServe Alliance has assembled a full schedule of events and expended considerable time and resources attracting participants to the conference. Accordingly, exhibitors and other attendees are prohibited from sponsoring or holding any functions, including but not limited to receptions, hospitality suites and group events or dinners (whether on or off Hotel premises) without TechServe Alliance's express prior written authorization. Exhibitors holding unauthorized functions will be invoiced and required to pay a sponsorship fee for the function, with the amount of such sponsorship fee determined by TechServe Alliance in its sole discretion.

G. Exhibitor Property. Exhibitors are responsible for the security of their commercial and personal property. Security personnel contracted by TechServe, if any, are intended for crowd control and verification of credentials. Exhibitors should make separate security arrangements for their property. TechServe, its contractors, and the Hotel are not liable or responsible for the loss, theft, damage to, or disappearance of personal or commercial property from exhibitor's booth or the exhibit hall.

H. Booth Construction. No walls, partitions, decorations, or other obstructions may be erected that in any way interfere with the view of another exhibitor. Any portion of a display that faces an aisle or another exhibitor's booth must be suitably decorated at the exhibitor's expense. Exhibitors that wish to use any nonstandard booth equipment, signs, decorations, or arrangements of display materials that in any way conflict with the stated regulations herein must submit a detailed sketch or layout (including all dimensions) no later than Aug. 30, 2019, for approval by TechServe.

I. Height Restrictions. Restrictions apply all structures, displays, furniture, fixtures and signs. Quad booths (islands) must not exceed 15 feet in height. All other booths must not exceed 10 feet in height, except items placed more than 5 feet from the back wall, which are limited to 4 feet in height.

J. Exhibit Materials. No combustible decoration, such as crepe paper, cardboard, or corrugated paper, may be used at any time. All packing containers, excelsior, and wrapping paper, which must be flameproof, are to be removed from the floor and must not be stored under tables or behind displays. Open flames, butane gas, acetylene, oxygen tanks, or other flammable materials are prohibited. Balloons are prohibited.

K. Staffing and Credentials. All booth staff must be registered for the Show and wear their badge for access to the Show. Exhibit hours are outlined in the ESM. Exhibitors are required to staff their booths during peak times. All booth staff must be employees or contractors of the exhibitor. Only badged staff will be allowed into the exhibit hall and meeting space; no exceptions. Set up staff must check in and get badging from GSC onsite; these badges are only valid for set up and tear down times.

L. Installation, Dismantling and Early Dismantling Fines. Exhibit displays must be set up and ready by the date and time specified in the ESM. After that time, any unattended booths with crated displays may be set up at the discretion of TechServe, with all expenses incurred charged to the Exhibitor. TechServe reserves the right to resell any exhibit space not setup by the specified deadline and retain all revenue generated from the sale. In the event of such resale, TechServe shall be due all amounts under this contract as liquidated damages. Any displays or materials left in the booth after the official deadline for their removal, and for which no instructions/work orders for their removal have been submitted, may, at TechServe's sole discretion, be dismantled and returned to the exhibitor at the exhibitor's expense, via the carrier and method of TechServe's choosing. Exhibitors may begin to dismantle booths only at the date and time specified in the ESM. Any exhibitor dismantling their booth before this specified date/time will be fined \$1,000.

M. Decorum. Exhibitors are expected to "be good neighbors." No exhibit may interfere with any other exhibit, impede access to them or impede the free use of the aisle. Booth personnel, including demonstrators, hostesses and models, are required to confine their activities to within the exhibitor's booth. TechServe may, in its sole discretion, exclude or require modification of any display or demonstration that it considers improper, disruptive, or otherwise not in keeping with the character of TechServe or its Show. Contests, lotteries, raffles, and games of chance may be conducted only with the prior approval of TechServe and as allowed by law. The sound on any video or audio equipment must be kept at a volume not to exceed that of normal conversation or 80 decibels.

N. Music License and Other Intellectual Property. Each exhibitor shall obtain all necessary licenses and permits to use music, photographs, or other copyrighted material in exhibit booths or displays.

O. Food Service. All arrangements for food and beverage service require advanced written approval of TechServe and can only be made through TechServe. All food and beverages must be purchased through the catering department of the Hotel.

P. Subletting Space. Booth sharing is prohibited. No exhibitor may assign, sublet, or apportion all or any part of its contracted space. Any materials other than those manufactured or distributed by the exhibitor in the regular course of business may not be displayed by the exhibitor or be allowed by the exhibitor to be displayed by other persons or firms.

Q. Soliciting Confined to Booth. Soliciting, demonstrating, surveying or any other commercial activity may be conducted only within the confines of an exhibitor's own booth and may not interfere with neighboring booths. Soliciting business or conducting other commercial activity in exhibit hall aisles, in a booth of another exhibitor, educational sessions, or anywhere else in the Hotel including public areas and guest, meeting, and hospitality rooms (unless approved in advance by TechServe) is strictly prohibited; violators will be required to leave the premises.

R. Insurance. The Exhibitor shall, at its sole cost and expense, procure and maintain through the term of this contract, including move-in and move-out days, commercial liability insurance with combined single limit of at least \$1 million per occurrence for bodily injury and property damage. Such insurance shall name as additional insured TechServe, the Hotel, and their respective members, officers, agents, and employees. At least 60 days prior to the move-in date, exhibitor shall provide TechServe with a certificate of insurance as evidence of coverage. Workers Compensation and any other insurance or required licenses shall be in full compliance with all federal, state, and local laws, covering all of Exhibitor's employees and independent contractors engaged in the performance of any work for the Exhibitor. All property of the Exhibitor is understood to remain under its custody and control in transit to and from the exhibit hall. Exhibitor hereby waives the right to subrogation by its insurance carriers to recover losses sustained under its insurance policies.

S. Destruction of Property. Nothing shall be posted on, tacked, nailed, screwed, taped, stapled, or otherwise attached to ceilings, columns, walls, floors, painted surfaces, or other parts of the building or furniture. No holes may be drilled, cored, or punched in the building. All property destroyed or damaged by an exhibitor must be replaced in original condition at the exhibitor's expense.

T. Admittance and Attendance. Admission to the Show is available to all duly registered attendees. TechServe makes reasonable efforts to attract quality attendees but does not guarantee specific volumes of traffic or levels of qualification. Traffic by any given booth is a function of exhibitor and not the responsibility of TechServe. TechServe has the right to limit or deny afterhours entry to any Exhibitor in its sole discretion.

U. Removal of Exhibit. TechServe may require the immediate removal of the exhibit and/or the offending Exhibitor and its personnel at the expense of the Exhibitor with no refund of exhibit fees paid, if, in the sole opinion of TechServe, the Exhibitor or its personnel fails to comply with any provision of this contract or other rules, regulation or requirements of TechServe or Hotel; fails to comply with any federal, state, or local law, ordinance, or regulation; or conducts themselves improperly or unethically.

V. Cancellation By Exhibitor. Exhibitor acknowledges that TechServe, by reserving space for the Exhibitor, has incurred certain costs, foregone other revenue and will sustain losses that are difficult to determine. Consequently, upon cancellation or reduction in space by exhibitor, exhibitor agrees TechServe will be due liquidated damages in the amount of 50% of exhibit fees for cancellation or reduction of space received by July 1, 2019 and 100% of exhibit fees for cancellation or reduction of space received after July 1, 2019. Any cancellation must be made in writing and is effective on the date received by TechServe.

W. Cancellation by TechServe. TechServe reserves the right in its sole discretion to deny Exhibitor any of the privileges conferred under this Contract for any reason, including, but not limited to: (a) Exhibitor has any outstanding amounts owed to TechServe for any indebtedness; (b) Exhibitor violates any terms or conditions of this Contract; or (c) in TechServe's sole opinion, the exhibit must be closed for the safety or comfort of Show attendees. In the event TechServe denies Exhibitor privileges under subparagraphs (a) through (c), TechServe shall be due and retain all exhibit fees as liquidated damages.

Waiver of Claims. Exhibitor agrees to make no claim arising in tort of any nature whatsoever against TechServe, the Hotel or any of TechServe's or the Hotel's officers, directors, employees, or agents except for claims arising directly from the gross negligence of TechServe or its employees, officers, directors or agents acting within the scope of their duties, including claims for damages of whatever nature. Exhibitor shall indemnify and hold TechServe, the Hotel and TechServe's and the Hotel's officers, directors, employees and agents, harmless from and against any and all claims, penalties, damages, losses, costs, charges and expenses whatsoever, including attorney's fees and costs, arising out of the exhibitor's participation in the Show, except where such claims are directly attributable to TechServe or the Hotel's gross negligence or the gross negligence of TechServe's or the Hotel's officers, directors, employees or agents acting within the scope of their duties. The exhibitor agrees to hold TechServe, its officers, directors, employees, and agents, harmless from all loss, claims, causes of action, obligations, suits, damages, liability, expenses, and costs including attorney's fees, arising from or out of any violation or infringement (or claimed violation or infringement) by exhibitor or exhibitor's agents or employees of any patent, copyright, trademark, service mark, trade secret, or other intellectual property right or privilege. Exhibitor explicitly waives its right to recover consequential, direct, exemplary, and punitive damages whether arising under tort, contract or under any other theory of liability whatsoever. Exhibitor's maximum recovery under this Contract or under any theory of recovery against TechServe, its officers, director, employees and agent shall be limited to the fee paid for its booth space.

X. Failure to Hold Show. Should fire, hurricane, earthquake, flood, strikes, civil disturbance, Acts of God, Acts of Terrorism, political or social boycott, or any other circumstances beyond the control of the Hotel or TechServe make it impossible, impractical or inadvisable to hold the show at the scheduled time, TechServe may retain only such part of the Exhibitor's fees as shall be required to compensate it for reasonable expenses incurred up to the time of such cancellation. All remaining fees shall be refunded.

Y. Governing Law. This contract shall be governed in all respects, except as to conflicts of laws, by the laws of the Commonwealth of Virginia. Any legal action relating to this contract shall be brought in state or federal courts located in the Commonwealth of Virginia and the parties hereby irrevocably consent to the personal and subject matter jurisdiction of such courts for such purpose.

Z. Severability. In the event any term of this contract is held invalid or unenforceable, the term shall be enforceable to the maximum extent permitted under law and all other terms of this contract shall remain in full force and effect