

EXHIBITION SPACE CONTRACT

DESIGNCON 2009

February 2-5, 2009 ■ Santa Clara Convention Center ■ Santa Clara, California USA

Please sign agreement and mail payment to:

DesignCon, 300 West Adams Street, Suite 1210, Chicago, Illinois 60606-5114, USA

Tel: +1-312-559-4616 ■ Fax: +1-312-559-3308 ■ cpaplaczyk@iec.org ■ www.iec.org

In making application, we agree to exhibit under and comply with the accompanying contract regulations printed on the reverse side of this contract, which regulations are by reference hereby made a part of this contract.

Space Rate: \$31 per square foot

Required Space Size _____

First Choice Space Number _____ **Second Choice** Space Number _____ **Third Choice** Space Number _____

I would like to be recognized within the following pavilion (optional):

PCB Technology Pavilion RF and Signal Integrity Technology Pavilion Semiconductor and IP Technology Pavilion Verification Technology Pavilion

BILL TO:	
Company Name	Purchase Order #
Address	
City	

Exhibit Space Cost: \$ _____

Amount due 30 days from receipt of invoice: \$ _____ **Amount due 90 days prior to event:** \$ _____

Exhibitors with outstanding payments due prior to show opening will not be permitted to move in.

Payment Terms: Purchase order required 30 days from the signing of this agreement. 50% due 30 days from the receipt of invoice. Remaining balance (PIF) due 90 days prior to the event. All monies paid to DesignCon are non-refundable and non-transferable. For complete payment and cancellation terms and conditions, see item #2 on the reverse.

List all products you will exhibit: _____

List competitors you do not wish to be near: _____

Company Name (Please print company name exactly as you wish it to appear in promotional materials) _____ URL Web Address (For Hyperlink) _____

Address _____

City _____ State _____ Zip _____ Country _____

Telephone _____ Fax _____ E-mail _____

Contact Name (Please Print) _____ Title _____

X
Contact Name (Signature) _____ Date _____

Person Responsible for Exhibition Coordination: _____
(If Different than Contact Name) _____ E-mail Address _____

Person Responsible for Marketing: _____
(If Different than Contact Name) _____ E-mail Address _____

Person Responsible for Public Relations: _____
(If Different than Contact Name) _____ E-mail Address _____

Please Do Not Write in the Space Below

Space Assigned: _____ Space Size: _____ Square Feet: _____ Space Cost: _____

Accepted by: _____ Date: _____

For DesignCon 2009

RULES & REGULATIONS

1. Admissable Exhibits

- a) Only products and/or services relating to the Design Engineering and Semiconductor industries are eligible to exhibit.
- b) Items or services exhibited (or referred to) must be those normally manufactured or provided by the Exhibitor.
- c) The subletting of exhibit space is prohibited.
- d) Exhibits must be staffed by an authorized company representative during all Show hours.

2. Payment of Space

All monies paid to DesignCon are non-refundable and non-transferable in the event of Exhibitor's violation or breach of this contract, including, but not limited to, the reduction of the size of its exhibit or withdrawal of its exhibit from the show. If Exhibitor fails to submit space payments at specified times, Show Management shall have the right to take possession of said space and lease it to another party.

3. Display Regulations

- a) No exhibit may block or interfere with a neighboring exhibit.
- b) Standard booth exhibits: Exhibit fixture, components and identification signs will be permitted to a maximum height of eight (8) feet. Sidewalls may not extend more than five (5) feet from the backwall. All display fixtures over four (4) feet high and placed within ten (10) linear feet of a neighboring booth must be confined to the back five (5) feet of the booth.
- c) Peninsula booth exhibits: Peninsula booths that abut one another are limited to sixteen (16) feet in height in areas ten (10) feet away from a neighboring booth. All space within ten (10) feet of a neighboring booth is limited to ten (10) feet in height. Peninsula booths that abut linear booths are limited to a centered backwall configuration eight (8) feet high and ten (10) feet wide. All display material or equipment on either side of the backwall within ten (10) feet of a neighboring booth are limited to four (4) feet in height.
- d) Island booth exhibits: Exhibits fixtures, components and identification signs will be permitted to a height of sixteen (16) feet.
- e) No nails or screws may be driven into the floor of the exhibit hall; no damage of any nature may be done to any part of the exhibit hall.

4. Safety Provisions

Exhibitors must take all necessary steps, including the employment of shielding and/or other safety devices, to protect attendees, other exhibitors and all other Exhibitor's materials, including, but not limited to, equipment that is operable, which might cause bodily harm.

5. Fireproofing

All of Exhibitor's materials must be a flameproof material or be made flameproof.

6. Electrical Compliance

Electrical wiring and equipment under the supervision or control of Exhibitor must meet the electrical codes of the City of Santa Clara (available upon request).

7. Liability and Indemnification

Exhibitor agrees to defend, indemnify, and hold harmless IEC, DesignCon, and their officers, employees, agents successors and assigns (indemnified parties) from any suit or claim for loss or damage (including death, personal injury, and/or property damage) arising out of, or in connection with, Exhibitor's act or failure to act under this agreement. IEC agrees to notify Exhibitor of any claim promptly after IEC receives notice. If Exhibitor fails to acknowledge that it will defend such claim within ten (10) days of receipt of

notice, then IEC shall have the right to do so at Exhibitor's expense. Exhibitor agrees to waive any and every claim which arises in its favor for any and all loss or damage covered by valid and collectible insurance policies to the extent of the insurance proceeds paid with respect thereto. Inasmuch as the waiver will preclude the assignment of the aforesaid claim by way of subrogation to an insurance company (or other person), Exhibitor shall notify its insurers of such waiver.

8. Certificate of Insurance

Exhibitor will maintain the following insurance for the entire period of the Exhibition.

- a) Worker's Compensation Insurance to meet statutory requirements and Employers Liability Insurance with limits not less than \$500,000.
- b) General Liability Insurance having a combined single limit for bodily injury and property damage in an amount not less than \$2,000,000 per occurrence and in the aggregate. Coverage under this insurance shall include Contractual Liability, Product Liability and Personal Injury Liability.

Certificate of Insurance must be furnished if requested by IEC, however, failure by IEC to request proof of insurance shall not relieve Exhibitor from carrying the above coverage.

9. Cleaning of Exhibits

Management will vacuum and maintain aisles of the exhibit hall. Exhibitors must, at their own expense, keep their exhibit space clean and exhibits in good order.

10. Meetings

No exhibitor shall hold any meeting or event that conflicts with Exhibit or Conference hours.

11. Services

Show Management shall use reasonable effort to have all necessary power, air, water, and gas services installed and operating during the Show. Show Management, however, shall not be responsible for the late installation or interruption of any such services.

12. Union Regulations

Exhibitor must observe all union regulations in force in the exhibit hall.

13. Force Majeure

In the event the Santa Clara Convention Center or any part of the exhibit area thereof is made unavailable for Exhibitor's use for any period of time as result of fire, flood, tempest, or any other such cause, or as a result of governmental intervention, malicious damage, acts of war, strike, lock-out, labor dispute, riot, or any other cause or agency over which the Show has no control, or should IEC decide that because of any such cause it is necessary to cancel, postpone, or relocate the show, or reduce the installation time, Show time, or move-out time, IEC shall have no liability to, or responsibility to, reimburse Exhibitor with respect to any damage or loss, directly or indirectly arising as a result thereof.

14. Intellectual Property

Exhibitor shall be responsible for paying all costs and fees arising from the Exhibitor's use of any and all patented, trademarked, or copyrighted materials.

15. Amendments

IEC shall have the right to enforce any and all contract regulations contained herein, and the further right, in its sole discretion, to determine any and all additional rules and regulations which it considers necessary for proper conduct of the Exhibit.