

## ICMC Exhibitor/Sponsor Terms and Conditions

### Defined Terms

The term "Event" means the International Cryptographic Module Conference scheduled to be held on the dates indicated on the conference web site (the "Event Dates"). The event is produced and managed by the International Cryptographic Module Conference (ICMC). As used hereinafter, the term "Organizers" means ICMC, and their respective officers, directors, agents, affiliates, representatives, employees and assigns, unless the context requires otherwise. The term "Exhibitor" means the company or person or any of its officers, directors, shareholders, employees, contractors, agents or representatives that applied for exhibit space rental and agreed to enter into this contract upon acceptance by ICMC in the manner stated below.

### Contract Acceptance

The contract shall become effective only when it has been signed by Exhibitor and counter-signed on the facing page by a duly authorized representative of ICMC.

### Assumption of Risks; Releases

Exhibitor expressly assumes all risks associated with, resulting from or arising in connection with Exhibitor's participation or presence at the Event, including, without limitation, all risks of theft, loss, harm or injury to the person (including, death), property, business or profits of Exhibitor, whether caused by negligence, intentional act, accident, act of God or otherwise. Exhibitor has sole responsibility for its property or any theft, damage or other loss to such property (whether or not stored in any courtesy storage areas), including any subrogation claims by its insurer. Neither ICMC nor the Exhibit Facility accepts responsibility, nor is a bailment created, for property delivered by or to Exhibitor. Neither the Organizers nor the Exhibit Facility, nor any of their respective officers, directors, shareholders, agents, employees, representatives or assigns, shall be liable for, and Exhibitor hereby releases all of them from, and covenants not to sue any of them with respect to, any and all risks, damages and liabilities described in this paragraph.

### Indemnification

Exhibitor shall indemnify, defend (with legal counsel satisfactory to ICMC), and hold the Organizers and the Exhibit Facility harmless on a current basis from, any and all claims, demands, suits, liability, damages, losses, costs, reasonable attorneys' fees and expenses which result from or arise in connection with: (a) Exhibitor's participation or presence at the Event, including (b) any breach by Exhibitor of any of agreements, covenants, promises or other obligations under this contract; (c) any matter for which Exhibitor is otherwise responsible under the terms of this contract; (d) any violation or infringement (or claim of violation or infringement) of any law or ordinance or the rights of any party under any patent, copyright, trademark, trade secret or other proprietary right; (e) any libel, slander,

defamation or similar claims resulting from the actions of Exhibitor; (f) harm or injury (including death) to Exhibitor; and (g) loss of or damage to property or the business or profits of Exhibitor, whether caused by negligence, intentional act, accident, act of God, theft, mysterious disappearance or otherwise.

### Limitation of Liability

Under no circumstances shall the Organizers or the Exhibit Facility be liable for any lost profits or any incidental, special, indirect, punitive or consequential damages whatsoever for any of their acts or omissions or any act or omission of any of their respective contractors, agents, employees or representatives, whether or not apprised of the possibility of any such lost profits or damages. In no event shall the Organizers' maximum liability under any circumstance exceed the amount actually paid to them by Exhibitor for exhibit space rental. The Organizers make no representations or warranties, express or implied, regarding the number of persons who will attend the Event or regarding any other matters.

### Qualifications of Exhibitor

ICMC, in its sole discretion, determines whether a prospective exhibitor is eligible to participate in the Event. Eligibility is generally limited to persons or firms who supply products and services to the electronics industry. Applicants who have not previously exhibited at the Event may be required to submit a description of the nature of their business and the items to be exhibited. ICMC reserves the right to restrict or remove any exhibit which ICMC, in its sole discretion, believes is objectionable or inappropriate.

### Cancellation by ICMC

If Exhibitor fails to make a required payment as described in this contract, ICMC may terminate Exhibitor's participation in the Event without further notice and without obligation to refund moneys previously paid. ICMC reserves the right to refuse Exhibitor permission to move in and set up an exhibit under this contract if the Exhibitor is in arrears of any payment due to ICMC. ICMC is expressly authorized (but has no obligation) to occupy or dispose of any space vacated or made available by reason of action taken under this paragraph in such manner as it may deem best, and without releasing the Exhibitor from any liability hereunder. ICMC may also terminate this contract effective upon written notice of termination if Exhibitor breaches any of its obligations under this contract, without any obligation on ICMC's part to refund any payments previously made and without releasing Exhibitor from any liability arising as result of or in connection with such breach. If ICMC removes or restricts an exhibit which is considered objectionable or inappropriate, no refund will be due to the Exhibitor.

### Cancellation of the Event

If Organizers cancel the Event due to circumstances beyond the reasonable control of

Organizers (such as acts of God, acts of war, governmental emergency, labor strike or unavailability of the Exhibit Facility), ICMC shall refund to each Exhibitor its exhibit space rental payment previously paid, minus a share of costs and expenses incurred, in full satisfaction of all liabilities of ICMC to Exhibitor. Organizers reserve the right to cancel, re-name or locate the Event or change the dates on which it is held. If Organizers change the name of the Event, re-locates the Event to another event facility within the same city, or change the dates for the Event to dates that are not more than 30 days earlier or 30 days later than the dates on which the Event originally was scheduled to be held, no refund will be due to the Exhibitor, but ICMC shall assign to the Exhibitor, in lieu of the original space, such other space as ICMC deems appropriate and the Exhibitor agrees to use such space under the terms of this contract. If Organizers elect to cancel the Event other than for a reason previously described in this paragraph, ICMC shall refund to each Exhibitor its entire exhibit space rental payment previously paid, in full satisfaction of all liabilities of ICMC to Exhibitor.

### Exhibit Space Occupancy

Hours and dates for installing, occupying and dismantling exhibits shall be those specified by ICMC. If Exhibitor fails to install its display in its assigned space or leave its space unattended during the Exhibit hours, ICMC shall have the right to take possession of the space and no refund will be due to the Exhibitor. All exhibits must be open for business during the Event hours. Exhibitor may not dismantle the display until the Event is officially closed by the Organizers.

### Listings and Promotional Materials

By exhibiting at the Event, Exhibitor grants ICMC a fully-paid, perpetual non-exclusive license to use, display and reproduce the name, trade names and product names of Exhibitor in any directory listing the exhibiting companies at the Event and to use such names in ICMC promotional materials. ICMC shall not be liable for any errors in any listing or descriptions or for omitting any Exhibitor from the directory or other lists or materials.

### Care of Exhibit Facility

Exhibitor shall promptly pay for any and all damages to the Exhibit Facility or associated facilities, booth equipment or the property of others caused by the Exhibitor or any of its employees, agents, contractors or representatives.

### Taxes and Licenses

Exhibitor shall be solely responsible for obtaining any licenses, permits or approvals under federal, state or local law applicable to its activities at the Event. Exhibitor shall be solely responsible for obtaining any necessary tax identification numbers and permits and for paying all taxes, license fees, use fees, or other fees, charges or penalties that become due to any governmental

authority in connection with its activities at the Event.

#### **Insurance**

Exhibitor shall at its own expense secure and maintain through the term of this contract, including move-in and move-out days, the insurance listed below. All such insurance shall be primary of any other valid and collectible insurance of Exhibitor and shall be written on an occurrence basis. Claims made policies are not acceptable and do not constitute compliance with Exhibitor's obligations under this paragraph. (A) Worker's Compensation insurance; (B) Employers' Liability insurance with limits not less than \$1,000,000 each accident; (C) Comprehensive General Liability insurance with limits not less than \$1,000,000 each occurrence combined single limit for bodily injury and property damage, including coverage for personal injury, contractual, and operation of mobile equipment, products and liquor liability (if applicable); (D) Automobile Liability insurance with limits not less than \$500,000 each occurrence combined single limit for bodily injury and property damage, including coverage for owned, non-owned and hired vehicles, including loading and unloading operators. Comprehensive General Liability and Automobile Liability insurance policies shall name as additional insureds ICMC, Inc. and each of its subsidiaries. Copies of additional insured endorsements and primary coverage endorsements and, if requested, complete copies of policies, satisfactory to ICMC, shall be furnished to ICMC sixty (60) days before the first day of the event. Certified copies of the Certificates of Insurance or policies shall provide that they may not be canceled without 30 days advance written notice to ICMC.

#### **Copyrighted Materials**

Exhibitors shall not play or permit the playing or performance of, or distribution of any copyrighted material at the Event unless it has obtained all necessary rights and paid all required royalties, fees or other payments.

#### **Observance of Laws**

Exhibitor shall abide by and observe all federal, state and local laws, codes, ordinances, rules and regulations, and all rules and regulation of the Exhibit Facility (including any union labor work rules). Without limiting the foregoing, Exhibitor shall construct its exhibits to comply with the Americans with Disabilities Act.

#### **Additional Terms and Conditions**

Organizers have sole control over attendance policies. Except as provided to the contrary in this contract, all moneys paid by Exhibitor shall be deemed fully earned and non-refundable at the time of payment. Exhibitor and each of its employees, agents and representatives shall conduct themselves at all times in accordance with normal standards of decorum and good taste. In addition to its right to close an exhibit and withdraw acceptance of the contract, ICMC in its sole judgment may refuse to consider for participation in future Events an Exhibitor who violates or fails to abide by the contract and any of the accompanying rules and regulations. This contract and the accompanying rules and

regulations represents the entire agreement between the Exhibitor and ICMC with respect to the Event. Any amendment to this contract must be in writing and signed by an authorized representative of ICMC. Exhibitor may not assign this contract or any right hereunder nor may Exhibitor sublet or license all or any portion of assigned exhibit.

#### **Contractor Services**

In the interest of making available the best qualified craftsmen in numbers sufficient to handle all of the services necessary for the operation of the Event, ICMC has contracted on an exclusive basis official contractors to provide certain services. Service companies other than the official contractors will not be allowed to perform any of these exclusive services. Non-exclusive services may be performed by exhibitor-appointed contractors (EAC) within certain guidelines. A complete listing of exclusive services and EAC guidelines will be provided in the Exhibitor Service Manual.

#### **Character of Displays; Use of Aisles and Common Areas**

Distribution of samples and printed matter of any kind, and any promotional material, is restricted to the exhibit booth. Each Exhibitor agrees to exhibit only products which it manufactures, represents or distributes. All exhibits shall display products or services in a tasteful manner. The aisles, passageways, and overhead spaces remain strictly under control of ICMC and no signs, decorations, banners, advertising material or special exhibits will be permitted in the aisles except by written permission of ICMC. Uninformed attendants, models and other employees must remain within the booths occupied by their employers. Any and all advertising distribution must be made from the Exhibitor's booth space. Samples, souvenirs and advertising material may be distributed by the Exhibitor only from within his or her booth. Balloons and stickers are prohibited in the exhibit area. (Handouts with gummed backing that adhere or cause adhesion are considered stickers.) Equipment must be arranged so that show visitors do not stand in the aisle while examining equipment or watching demonstrations. Strolling entertainment or moving advertisements outside of an Exhibitor's exhibit space is prohibited.

#### **Sound Devices**

The use of devices for mechanical reproduction of sound or music is permitted, but must be controlled. Sound of any kind must not be projected outside of the exhibit booth. Exhibitors are specifically prohibited from employing any carnival-type attraction, animal or human, or from operating such noise-creating devices as bells, horns or megaphones.

#### **Fire and Safety Laws**

Federal, State and City Laws must be strictly observed. A full listing of these fire and safety regulations will be found in the exhibitor service manual.

#### **Outside Exhibits/Hospitality Suites**

Exhibitors are prohibited, without express written approval from ICMC, from displaying products/services and/or other advertising

material in areas outside their booth space such as, but not limited to, parking lots, hotel lobbies, lounges, corridors, sleeping rooms, etc., as well as unauthorized facility tours. Exhibitors also agree not to operate hospitality suites during hours in which the Event is open or when any Organizer- sponsored activities are being held. Exhibitors hosting hospitality functions are prohibited from holding those activities during official Event hours. Only Exhibitors paying the Event participation fee are permitted to host a hospitality function, in an official Event hotel. All requests for a hospitality suite or public function space must be made through the Organizers. If an Exhibitor cancels or fails to occupy the exhibit space during official Event hours, the Organizers reserve the right to notify the hotel to cancel any hospitality space and/or hotel guest rooms under that Exhibitor's name. Exhibitor shall remain liable for the payments made to the hotel.

#### **Exhibitor Service Manual**

Approximately three (3) months from the Event, ICMC will send an Exhibitor Service Manual to the "Primary Contact" listed on the front of this agreement. The Exhibitor Service Manual will include information integral to your company's participation at the Event, including but not limited to: additional exhibitor rules and regulations, official contractor order forms, registration, shipping and drayage, utilities and building services, decorator, audio/visual, exhibitor display rules, and move-in/move-out schedules.

#### **Incorporation of Rules and Regulations**

Any and all matters pertaining to the Event and not specifically covered by the terms and conditions of this contract shall be subject to determination by ICMC in its sole discretion. ICMC may adopt rules or regulations from time to time governing such matters and may amend or revoke them at any time, upon reasonable notice to Exhibitor. Any such rules and regulations (whether or not included in an Exhibitor Service Manual or similar document) are an integral part of this contract and are incorporated herein by reference. Exhibitor shall observe and abide by additional regulations made by ICMC as soon as these additional rules or regulations are communicated to Exhibitor.