

Rules And Regulations For Exhibit Space Rental

Automation Fair has a long history of creativity and a culture of making the environment enjoyable for our customers to come and learn about the wide variety of products and services from our partners. We want to continue that tradition while making sure we conduct our business in a responsible fashion.

1. SHOW MANAGEMENT

Rockwell Automation Automation Fair is produced by and is the property of the Rockwell Automation, Inc. The word "Exposition Management or Management" shall mean Rockwell Automation, Inc. or its designated agents, committees, or employees.

2. LOCATION OF 2009 AUTOMATION FAIR

Anaheim Convention Center, Anaheim, California, USA

3. ASSIGNMENT OF EXHIBIT SPACE

Space will be assigned by Exposition Management in accordance with the policy announced at the time display space is offered for reservation. Management reserves the right to relocate display areas for the benefit of the Exhibitor or for the betterment of the Automation Fair.

4. LEASE FEES FOR EXHIBIT SPACE

All deposits and payments must be made on time and in full according to the following schedules:

- (a) At least 25% of full payment is due when display space is requested;
- (b) 50% of the total cost will be due July 1, 2009;
- (c) the balance will be due November 1, 2009.

5. CANCELLATION/REDUCTION OF EXHIBIT SPACE

- (a) Display space may be cancelled/reduced up to one-hundred twenty (120) days prior to the opening date of the Automation Fair without monetary penalty. However, if reduction of floor space results in a higher rate per square foot as described on page 1 of this contract, the Exhibitor will be required to pay the higher square foot rate commensurate with the actual floor space utilized.
- (b) A cancellation/reduction penalty equal to one-third (1/3) the cost of the cancelled/ reduced space will be made by Management for space cancelled/reduced from one-hundred twenty (120) to ninety (90) days prior to the opening date of the Automation Fair.
- (c) A cancellation/reduction penalty equal to one-half (1/2) the cost of the space cancelled/ reduced if cancelled/reduced from ninety (90) to sixty (60) days prior to the opening date of the Automation Fair.
- (d) A cancellation/reduction penalty equal to the full cost of the space cancelled/reduced if cancelled/reduced within sixty (60) days of the opening of the Automation Fair.

6. USE OF EXHIBIT SPACE

- (a) In the event the Exhibitor's displays are not installed as of two hours prior to the time set for opening the Automation Fair, or Exhibitor fails to comply with any provisions concerning the use of

display space, Management will have the right to take possession of said space and resell the space, or any part thereof, with the original Exhibitor being liable for full, applicable monetary cancellation/ reduction penalties as stated in Section 4 of these Rules and Regulations.

- (b) All booth equipment, product samples, demonstrations and distribution of circular/promotional material must be confined to within the physical limits of the Exhibitor's booth. No posting or circulation of material will be permitted outside the exhibit booth.
- (c) No Exhibitor will assign, sublet or share the space assigned to them without the advance approval of the Exposition Management.
- (d) Exhibitors must display only products/services manufactured or dealt in by them in their regular course of business, unless otherwise approved by Exposition Management.
- (e) Exhibits which include the generation or reproduction of sound, or utilize any audio-visual or special lighting equipment must be approved by Exposition Management in advance, and must be operated so that the noise or lighting resulting there from will not annoy or disturb adjacent exhibitors and their patrons.
- (f) Exhibitors are required to have their exposition space neat and orderly at all times.
- (g) No one under the age of 18 will be permitted on the show floor.

7. DISPLAY REGULATIONS

- (a) All materials within the exhibit booth area including, but not limited to actual display unit, decorative items, furnishings, fabrics flooring, etc. must meet and comply with all national, local and facility, fire, electrical, plumbing, safety and hazardous materials codes.
- (b) In general, inline booth exhibits have a maximum backwall height of eight (8) feet. Peninsula booths are permitted to twelve (12) feet and island booths eighteen (18) feet.
- (c) Exhibitors with unique or special displays may submit their drawings to the Automation Fair Manager for approval.
- (d) Exposition Management retains sole discretion and authority in the placement, arrangement and appearance of all displays.
- (e) All property of the Exhibitor will remain under his custody and control in transit to, from and within the confines of the Exhibitor Hall, subject to the rules and regulations of the Exhibit Hall and the Exposition Management.
- (f) The Exhibitor is responsible for compliance with all rules regulations of the Exhibit Hall and all local, city, state and federal safety, fire, health and other ordinances and laws regarding installation of and operation of equipment, display and exhibit materials. All displays, exhibit materials and equipment must be protected by safety guards and fireproofing to prevent fire hazards and personal accidents to visitors.
- (g) Exposition Management promotes creativity in exhibit displays yet adheres to the "good neighbor" policy. If any structure, demo,

sound, lights or activity in an exhibit that annoy or disturb adjacent exhibitors and their patrons Exposition Management has the right to change or stop any such disturbance.

8. INSTALLATION AND REMOVAL OF DISPLAYS

(a) All displays must be erected and completely arranged for viewing at least one (1) hour in advance of the date and hour officially announced for the opening of Automation Fair.

(b) The deadline for removal of all materials from the exhibit hall will be enforced. It is the sole responsibility of each Exhibitor to have materials packed, identified and cleared for shipment by the appropriate deadline published by Exposition Management.

(c) In the event the Exhibitor does not comply with the removal requirements in section 8.b, then the Exposition Management will have the right to dismantle, dispose of, store, or clear from the premises any display material, good, property or merchandise of the an Exhibitor at the Exhibitor's sole expense and without any liability of any kind to the Exposition Management.

9. INDEPENDENT SERVICE CONTRACTORS

An exhibitor which wishes to use an independent service contractor shall be solely responsible for the actions and omissions of the independent service contractor. Any third party contractor(s) hired by the Exhibitor must not be offensive to attendees based on their sex, race, national origin, ancestry, religion, age, physical or mental disability, or sexual orientation. The Exhibitor must request in writing, from Management, an authorization to use an independent contractor. This request must contain the following information: the company name and primary contact, address and phone number. This notification must be in the hands of Exposition Management no later than thirty (30) days prior to the opening of the Automation Fair.

10. CARE OF BUILDING AND EQUIPMENT

Exhibitors and their agents shall not injure or deface the walls, floor or any part of the exhibit building or any booth materials and equipment of another exhibitor, contractor or Exposition Management. When such damage appears, the Exhibitor causing such damage is liable to the owner of the property so damaged.

11. LIABILITY AND INSURANCE

During the term of this Agreement, Exhibitor will maintain the following insurance coverages;

(a) Workers' Compensation – Statutory

(b) Employers' Liability - \$500,000 per accident, per employee, per disease

(c) Commercial General Liability - \$2,000,000 per occurrence combined single limit of liability, \$3,000,000 general aggregate which will include but not be limited to , contractual liability, premises liability, advertising liability and product liability

(d) Property – Real and personal property covered in an "All Risk" form on a replacement value basis, including care, custody and control other's property. Each such policy will name Management as an additional insured and will contain a provision that it cannot be canceled without thirty (30) days written notice to Management.

All coverage's will be "first dollar" coverage (i.e., no deductibles) unless otherwise expressly agreed to by Management. Upon execution of this Agreement Exhibitor will provide Management with a certificate of insurance verifying such coverages.

INDEMNIFICATION

(a) Exhibitors assume entire responsibility and hereby agree to protect, indemnify, defend and save the Exposition Management, and its employees, contractors and agents harmless against all claims, losses and damages to persons or property, government charges or fines and attorneys fees arising out of or caused by exhibitor's installation, removal, maintenance, occupancy or use of the Exhibit hall or a part thereof. Indemnity includes, but is not limited to, claims of copyright, trademark or patent infringement, unfair competition, and products liability. The Exhibitor, on signing this contract, expressly releases the foregoing named Exposition Management and individuals from any and all claims for such loss, damage or injury.

LIMITATION OF LIABILITY

Exposition Management, service contractors, building or grounds officials, and any officers, staff members, or directors of any of the same shall bear no responsibility for Exhibitor's property due to theft or damage by fire, accident, vandalism, or other cause. Damage to inadequately pack property is Exhibitor's own responsibility.

In no event will management be liable for incidental, indirect or consequential damages of any kind. Management's maximum cumulative liability relative to all other claims and liabilities, whether or not insured, will not exceed the amount of the lease fee paid by exhibitor to management. Any action against management must be brought within eighteen (18) months after the cause of action accrues. These disclaimers and limitations of liability will apply regardless of any other contrary provision of the agreement and regardless of the form of action, whether in contract, tort or otherwise.

Exhibitors shall also be responsible for the payment as additional fees if not paid directly off all applicable sales taxes in connection with such Event, and for payroll, earnings, withholding, unemployment, social security, Medicare, and similar taxes levied by any federal, state, county or city authority based upon wages paid to any employee (including those designated as "independent contractors") of Client and any contractors, subcontractors, sublicensee, and sublessee performing work within the State of California, in connection with such Event.

12. FORCE MAJEURE

In the event the exhibit hall or any part of the exhibit area thereof is unavailable whether for the entire event, or a portion of the event as a result of fire, flood, tempest, or any other such cause or as a result of government intervention, malicious damages, acts of war, strike, lockout, labor dispute, riot, or any other cause or agency over which the Exposition Management has no control, or should Management decide that because of any such cause it is necessary to cancel, postpone, alter, or re-site the show, or reduce or change the installation time, show time, or dismantle time, the Exposition Management shall not be liable to indemnify or reimburse the exhibitor in respect of any damage, cost or loss, direct or indirect, arising as a result thereof.