

Exhibit Space Contract Terms

This is the standard set of guidelines for exhibiting at Cambridge Innovation Institute (divisions include Cambridge Healthtech and Cambridge EnerTech) conferences, hereinafter called "CII".

1. Exhibit Space Usage: Exhibitor shall provide adequate staff for maintenance and operation of the Exhibit during all exhibit hours. Products or services displayed must be those normally manufactured by or provided by the Exhibitor. Exhibitor shall not assign to a third party any or all portion of its rights hereunder to the exhibition space or any portion thereof (including for example, "booth sharing") without the prior written consent of CII, which CII may withhold at its discretion. If Exhibitor utilizes music or any third party's intellectual property, the Exhibitor shall first obtain written permission from the owner for such use as required by applicable laws. Exhibitor may not share its exhibit space with any other person or entity.

2. Installation and Dismantling: Exhibitor explicitly agrees that, in the event Exhibitor fails to install products in assigned space or fails to remit payment for required space rental prior to move in date, CII shall have the right to take possession of said space and lease same to such parties and upon such terms that it may deem proper. All displays must be fully set up prior to the opening of the Event, and all exhibits must be open for business during all Event hours. In addition, the Exhibitor may not dismantle the display until the Event closes according to the time and date specified by CII. When vacated, all exhibit space shall be left in good order. **Early Break-Down:** available upon request, CII will assign a pre-determined time to break-down to mitigate risk of injuries. Exhibitors that break-down prior to this pre-determined time will pay an early break-down penalty fee of \$500 to CII.

3. Exhibit Space, Equipment, Services and Rates: Exhibitor agrees that all exhibit fees, and all costs related to advertising in the official show guide or exhibiting at the Event must be paid to CII according to the terms of the exhibit contract (which in all cases means prior to move in of Exhibitor's display into the Event). In the event that the Exhibitor fails to pay any or all fees in a timely manner, at its sole and exclusive discretion, CII may reassign the exhibit space assigned and specified herein. In the event that the Exhibitor pays the exhibit fees after such reassignment, CII, in its sole and exclusive discretion, will assign such other exhibit space, if then available, which CII in its sole and exclusive discretion deems appropriate. Exhibitor remains liable for payment of all fees set forth in this agreement, subject only to the applicable cancellation schedule herein.

4. Cleaning of Exhibits: CII will maintain Event aisles. Exhibitors are responsible, at their own expense, for keeping their assigned exhibit space clean and in good order.

5. Display Regulations: Exhibits may not block, obstruct the general view of, or otherwise interfere with other exhibits.

Standard Booth Exhibits: Exhibitor shall receive floor space only in 10ft x 10ft, 10ft x 20ft, and 20ft x 20 ft increments. In some cases due to space restrictions an 8x10 is used with the 8' being front to back, 10' across where the 10x10 unit will fit. Maximum back-wall height for in line booths permitted is 8 feet, unless otherwise specified. Configuration of the venue determines exhibit space in size other than standard.

Floor plans and layouts may be revised at the discretion of CII. CII has final approval for all arrangements and items displayed in exhibit booth and may at its discretion require rearrangements or alternate placement of booth materials. All display materials must be flameproof.

Booth Signs: Booth / Company ID sign will be supplied by CII. Pipe & Drape: 8-foot back drape and 3-foot sidewall drape will be provided by CII. All height restrictions mentioned above are subject to change and will be based on the Facility in which the Event is located.

6. Contractor Services and Information: CII shall, in the best interest of the Event, select certain firms to serve as contractors to provide necessary support and facilities services. CII must approve, in advance, the use of non-CII appointed Event contractor(s), which approval (if given) shall contain the terms and conditions under which such approval is given, including insurance requirements, etc.

7. Liability: Neither the Sponsor, nor its agents or representatives, will be responsible for any injury, loss or damage that may occur to the Exhibitor or to the Exhibitor's employees or property from any cause whatsoever. Under no circumstance will Sponsor be liable for lost profits or other incidental or consequential damages. Exhibitors shall obtain, at its own expense, adequate insurance against any such injury, loss or damage. The Sponsor shall not be liable for failure to perform its obligations under this contract as a result of 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 or licensee of the Sponsor. The Sponsor shall not be liable for any injury whatsoever to property of the Exhibitor or to persons conducting or otherwise participating in the conduct of the exhibit or to invitees or guests of the Exhibitor. Exhibitor agrees to abide by existing agreements and regulations covering the use of services or labor in the conference and exhibit facility. The Exhibitor assumes full responsibility and liability for the actions of its agents, employees or independent contractors, whether acting within or without the scope of their authority, and agrees to save harmless Sponsor and the Exhibit Hall from responsibility or liability resulting directly or indirectly, or jointly, from other

causes that arise because of the actions or omissions of its agents, employees or independent contractors, whether acting within or without the scope of authority. There is no other agreement or warranty between the Exhibitor and the Sponsor except as set forth in this document. The rights of the Sponsor under this contract shall not be deemed waived except as specifically stated in writing and signed by an authorized office of the Sponsor. Any action that Sponsor or Exhibitor may bring against the other, based upon or in any way relating to this Exhibit Space Contract or its performance, shall be brought in a federal or state court located within the Commonwealth of Massachusetts, and Sponsor and Exhibitor do hereby waive all questions of personal jurisdiction or venue in order to give effect of this provision.

8. Observance of Laws and Regulations: Exhibitor shall abide by and observe all laws, rules, regulations, and ordinances of any applicable government authority and all rules of the State in which the Facility is located. In addition, Exhibitor must observe all union regulations and electrical codes to which the Facility is subject. Exhibitor shall observe and abide by any additional regulations now or hereafter set forth by CII for the safe, efficient and successful operation of the Event.

9. Event Hours: Event hours will be established by CII and CII reserves the right to make changes to this schedule. Guests under the age of 18 are not permitted in the Exhibit Hall during installation, dismantle or show hours.

10. Photography: No photographs or videos shall be taken without the prior written consent of CII, and/or the Event third party speakers. Exhibitor agrees that CII may take photographs of Exhibitor's booth space, exhibit, and exhibit personnel for any promotional use by CII.

11. Agreement to Conditions, Terms and Rules: Exhibitor agrees to observe and abide by the foregoing terms, conditions, and rules and by such additional terms, conditions, and rules set forth by CII from time to time for the efficient and safe operation of the Event, including but not limited to those contained in this contract. In addition to CII's right to close an exhibit for this Event and withdraw its acceptance of the Application, CII, in its sole judgment, may refuse to consider for participation in future events an Exhibitor who violates or fails to abide by all such terms, conditions, and rules or has any past due accounts with CII or its companies for any matter. THERE IS NO OTHER AGREEMENT OR WARRANTY BETWEEN EXHIBITOR AND CII EXCEPT AS SET FORTH IN THIS DOCUMENT. The rights of CII under this agreement shall not be deemed waived except as specifically stated in writing and signed by an authorized representative of CII. CII shall have full power in the enforcement and interpretation of all contract terms, conditions and rules and the power to make amendments and set further terms, conditions, and rules as shall be deemed necessary in the best interest of the Event.

12. Taxes and Licenses: Exhibitor shall be responsible for obtaining all licenses, permits and approvals under local, state or Federal law applicable to its activity at, and obtaining all tax identification numbers and paying all taxes, license fees and other charges that become due to any governmental authority in connection with the Event.

13. Registration Badge: Exhibitor and each of its employees and representatives must apply for an official registration badge from CII and wear such badge at all times when in the exhibit building. Badges are non-transferable, and if transferred to or used by any party other than the individual, to whom it was issued, may be canceled by CII in its discretion.

14. Disputes: Any dispute arising out of this Agreement shall be governed and construed by the laws of the State of Massachusetts, and in any suit arising therefrom, the Exhibitor submits itself to the jurisdiction of the Federal and State courts of the State of MA, U.S., and that venue for any such suit shall lie in Worcester County in the State of MA, U.S.

15. Cancellation: Cancellation requests must be submitted to CII in writing and will be subject to cancellation policy as noted within signed agreement. Whenever any exhibit or cancellation fee payable by Exhibitor shall exceed the amount then held by CII, Exhibitor shall promptly pay CII the balance of such fee. Sums payable by Exhibitor shall be retained or received by CII as liquidated damages (Cancellation Fee) and not as penalty. CII shall not require payment of, and shall refund any payments for, the rental fee applicable to the canceled exhibit space in excess of the Cancellation Fee payable. Any refunds due the Exhibitor as a result of the cancellation of this contract will be made immediately after the Exposition. If exhibit space is not occupied by the Exhibitor by the designated set-up time prior to the start of the conference, Exhibitor shall be deemed to have canceled the exhibit space contracted for, and CII shall waive the right to use such space as it deems appropriate, and the Exhibitor shall pay CII all amounts that would have been due under the terms of subparagraph. If Exhibitor does not make full payment of any exhibit fee when due under the terms of this contract, CII may terminate this contract, and the Exhibitor shall be responsible for payment to CII of all amounts that would have been due CII under the terms of subparagraph.