



EXHIBIT SPACE AGREEMENT

Conference: March 19-22, 2018
Exhibition: March 20-21, 2018
www.electricpowerexpo.com

Gaylord Opryland Resort
 & Convention Center
Nashville, TN

Exhibiting Company Name (AS YOU WANT IT PRINTED) _____

Mailing Address _____

City _____ State _____ Zip _____

Contact for Exhibit Arrangements

(Ms./Mr.) _____ Title _____

Phone _____ Fax _____

E-mail _____ Website _____

Exhibiting Contact — Jason Smith

Access Intelligence
 11000 Richmond Ave, Ste. 690
 Houston, TX 77042

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Fax: 832-242-1971
jcsmith@accessintel.com

PAYMENT TERMS

In consideration of company's participation as an exhibitor, the participating exhibitor shall pay to Access Intelligence, LLC the total exhibit space fee, which shall be payable (a) 50% at contract signing and (b) the balance before November 16, 2017. For contracts received on or after November 16, 2017, 100% of the fee will be due with the contract.

All fees are deemed fully earned by Access Intelligence, LLC and non-refundable when due unless Access Intelligence, LLC denies the application, in which case fees already paid will be refunded.

Authorized Signature _____ Date _____

Signer's Full Name _____ Title _____

EXHIBIT SPACE INFORMATION

Exhibit space is available in 10'x10' increments at the following rates:

- Inline Booth Price \$40/sq ft
- Corner Booth Price \$41/sq ft

Booth Size Requested: _____ ft X _____ ft

Total Cost: \$ _____

Specify booth numbers in order of preference:

1. _____ 2. _____ 3. _____

FURNITURE PACKAGE

- 2 Chairs
- 2 Lunches per day
- Wastebasket

Standard Carpet—select carpet color

- black
- gray
- latte
- plum
- red pepper
- blue
- green
- midnight blue
- red
- tuxedo

6 Foot Table—select drape color

- black
- brown
- gold
- green
- red
- blue
- flax
- gray
- plum
- white

Size

- 10x10 \$1,000
- 10x20 \$1,600
- 10x30 \$2,000

MARKETING UPGRADES

Show Guide

- Full page print ad \$1,995
- 1/2 page horizontal ad \$1,595
- 1/4 page ad \$995

Pre & Post Show Opportunities

- Pre & Post Show Attendee List \$1,000
- Pre-Show HTML Blast \$1,750
- Post Show HTML Blast \$1,950

Online/Print Profile Enhancements

- Leads & Access Package \$950
- Logo Upgrade Package \$550

PAYMENT

TOTAL DUE = Booth + Furniture Package + Marketing Enhancements \$ _____

- Check enclosed
- Please Invoice

- Credit Card: Visa MasterCard AmEx Discover

Cardholder Name: _____

Billing Address: _____

Card#: _____

Exp. Date: _____ CVV#: _____

Authorized Signature: _____

For Access Intelligence, LLC use only

Accepted by: _____

Date _____ Booth _____ Cost \$ _____

1. AGREEMENT: By signing the Contract for Exhibit Space, Exhibitor agrees to abide by these Rules and Regulations and all amendments thereto and the decisions of Show Management. For purposes of this Agreement, (i) the term "Show Management" shall mean Access Intelligence, LLC and its respective agents, (ii) the term "Exhibit Hall" shall mean the Ernest N. Morial Convention Center, or any other exhibit hall designated by Show Management in the future, (iii) the term "Exhibitor" shall mean the company that has submitted this Contract, and (iv) the term "Rules" shall mean these Rules and Regulations.

2. UNDESIRABLE ACTIVITIES: Exhibitor agrees that its exhibit shall be admitted into the Show and shall remain from day to day solely on strict compliance with all the rules herein described. Show Management reserves the right to reject, eject, or prohibit any exhibit in whole or in part after Show Management's good faith determination is communicated to Exhibitor that the exhibit or Exhibitor is not in accord with the Contract or the Rules.

3. BOOTH ASSIGNMENTS: Space assignments will be made only after receipt from Exhibitor of this Contract and applicable booth fees. After assignment, space location may not be changed, transferred, or canceled by Exhibitor except upon written request and with the subsequent written approval of Show Management. Notwithstanding the above, Show Management reserves the right to change location assignments at any time, as it may, in its sole discretion, deem necessary.

4. BOOTH REPRESENTATIVES: Booth representation is limited to Exhibitor. Exhibitor shall not permit in its booth a non-exhibiting company representative. Exhibitor shall staff its booth during all open show hours. Booth Representatives shall at all times wear badge identification approved by Show Management. Show Management may limit the number of booth personnel at any time.

5. USE OF DISPLAY SPACE: a) Restrictions on Space Rental: Without the express written permission of Show Management, Exhibitor may not (i) sublet, subdivide or assign its space, or any part thereof, (ii) purchase multiple booths for the purpose of subletting or assigning to third parties, or (iii) permit in its booth any non-exhibiting company representative. Only companies or individuals that have contracted directly with Show Management shall be listed in the Show Directory or allowed on the Show floor as an exhibitor. Only one company name per booth will be listed on any booth sign. No signs or advertising devices shall be displayed outside the exhibit space other than those furnished by Show Management. Failure to comply with this provision may be sufficient cause for Show Management to require the immediate removal of the exhibit and/or the offending Exhibitor, at the expense of Exhibitor. Failure to comply may also result in forfeiture of all fees paid. In addition, all booths must be fully carpeted and no exhibit shall be built to exceed height limitations set in the exhibitor manual. An exhibit that exceeds the height limitations will have to be altered to conform to the requirements, at Exhibitor's expense.

6. INSTALLATION AND REMOVAL: Show Management has full discretion and authority over the placement, arrangement, and appearance of items which Exhibitor displays. Installation of all exhibits must be fully completed at least one (1) hour prior to the opening time of the Show. If Exhibitor does not meet this deadline, Exhibitor will not be allowed to set up until two (2) hours prior to the next day's Show hours. Any space not claimed by Noon, Monday, April 10, 2017 may be resold or reassigned by Show Management, without refund. All exhibit and booth materials must be removed by Noon, Thursday, April 13. Show Management reserves the absolute right to inspect any items removed from the exhibit.

7. EARLY REMOVAL OF EXHIBITS NOT ALLOWED: a) No exhibit shall be packed, removed, or dismantled prior to the closing of the Show. If Exhibitor acts in breach of this provision, it shall pay as compensation for the distraction to the Show's appearance, an amount equal to one-third of the total space charge for Exhibitor's allocated area, in addition to all sums otherwise due under this Agreement. b) For security reasons, any equipment removed from the Exhibit Hall prior to the official closing of the Show shall require a special pass issued by Show Management.

8. PROHIBITED ACTIVITIES: a) No cooking may take place in Exhibitor's space and no food and/or beverage products may be distributed by Exhibitor. No beer, wine or intoxicating liquor may be distributed by Exhibitor. b) All demonstrations, sales activities, and distribution of circulars and promotional material must be confined to the limits of Exhibitor's booth. Exhibitor must not place equipment for display or demonstration in such manner as to cause observers to gather in the aisles. All equipment for display or demonstration must be placed within the assigned booth to attract observers into the booth. c) Exchange of money or consummating the sale of goods or services on the Exhibit Hall floor is prohibited. Orders may be taken for future delivery only. d) Exhibits which include the operation of musical instruments, radios, sound motion picture equipment, public address systems, or any noise-making machines must be operated so that the noise resulting therefrom will not annoy or disturb adjacent exhibitors or their patrons. e) Exhibitor is prohibited from displaying any devices or objects in the booth that exceed the length of the back wall without prior written approval from Show Management and the Exhibit Hall. f) Animals and pets are not permitted in the Exhibit Hall except in conjunction with an approved exhibit, display or performance legitimately requiring use of animals. Guide dogs are permitted. g) Exhibitor is not allowed to conduct any activities that could be considered an illegal lottery under the State laws where the event is to be held. h) Electrical equipment that is not UL approved may not be used in the Exhibit Hall. No wiring, installation of spotlights or other electrical work shall be done except by the electrical contractor authorized by Show Management or the Exhibit Hall.

9. UNION LABOR: Exhibitor hereby agrees to use qualified union labor at all times while in the Exhibit Hall and abide by all agreements made between the Exhibit Hall, the unions, and Show Management.

10. RIGHT OF ENTRY AND INSPECTION: Show Management, in its absolute discretion, shall have the right at any time to enter the leased area occupied by Exhibitor or otherwise inspect Exhibitor's material.

11. BOOTH MAINTENANCE: Exhibitor is required to maintain the daily cleanliness of its booth. Cleaning of booths shall take place at times other than Show hours. Show Management will be responsible only for the cleaning of aisle space and public areas.

12. CARE OF BUILDING AND EQUIPMENT: Exhibitor and its agents shall not injure or deface any part of the Exhibit Hall, the booths or booth contents or Show equipment and decor. If Exhibitor causes any such damage, Exhibitor shall be liable to the owner of the property so damaged.

13. CANCELLATION BY EXHIBITOR: Exhibitor specifically recognizes and acknowledges that Show Management will sustain certain losses if Exhibitor cancels its exhibit space after it has been assigned and confirmed by the Show Management. Due to the difficulty, if not impossibility of determining and proving said losses, Exhibitor agrees to pay the following amounts as liquidated damages, and not as a penalty, if Exhibitor cancels all or part of its exhibit space on or within the time periods specified below:

TIME PERIOD	LIQUIDATED DAMAGES
Prior to November 16, 2017	50% of rental fees
On or After November 16, 2017	100% of rental fees

Upon cancellation by Exhibitor, Show Management has the right to resell the space and retain all revenue collected. Any such re-sale shall not reduce the amount of liquidated damages to be paid by Exhibitor.

14. CANCELLATION OR POSTPONEMENT OF SHOW: In the event that any unforeseen occurrence shall render the fulfillment of this Contract impossible or inadvisable by Show Management, this Contract shall be amended or terminated as determined by Show Management to be appropriate. Exhibitor hereby waives any claim against Show Management for damages or compensation in the event of such amendment or termination. As it determines to be

appropriate, Show Management may return a portion of the amount paid by Exhibitor for space after deduction of amounts necessary to cover expenses incurred in connection with the Show. Such expenses shall include, but not be limited to, all expenses incurred by Show Management as a result of contracts with third parties for services or products incidental to the Show, including out of pocket expenses incidental to the Show, and overhead expenses attributable to the production of the Show. No monies will be returned should the dates or location of the Show be changed by Show Management, but Exhibitor will be assigned space, which Exhibitor agrees to use under these same Rules. Show Management shall not be financially liable in the event the Show is interrupted, canceled, moved, or dates changed, except as provided herein.

15. EXHIBITOR DEFAULT: If Exhibitor is in default of any obligation to AI (including specifically failure to pay AI within 30 days of invoice), AI may terminate Exhibitor's right under this contract to participate in the Show. If AI elects to exercise such right of termination, it shall first give Exhibitor written notice stating its intent to terminate and the action that Exhibitor must take to avoid termination. If Exhibitor fails to cure the default within 10 days of the date of notice from AI, Exhibitor shall have no further right to participate in the Show. AI's liability to return any amounts paid by Exhibitor under this contract will be limited as set forth in paragraph 14 above. Furthermore, AI may retain any amount that would otherwise be returned by Exhibitor and apply such retained amount to satisfy the liability to AI for which Exhibitor is in default.

16. EXHIBITS AND PUBLIC POLICY: Exhibitor is charged with knowledge of all Federal, State and local laws, ordinances and regulations pertaining to health, fire prevention and public safety, while participating in this Show. Compliance with such laws is mandatory for Exhibitor, and the sole responsibility is that of Exhibitor. Show Management and service contractors have no responsibility pertaining to the compliance with laws as to public policy as far as individual Exhibitor's space, materials and operation is concerned. Exhibitors with questions regarding such laws, ordinances, and regulations should contact Show Management. All booth decorations including carpet must be flame-proofed, and all hangings must clear the floor. Electrical wiring must conform with National Electric Code Safety Rules and the electrical code in Texas. If inspection indicates that Exhibitor has neglected to comply with these regulations, or otherwise incurs fire hazard, the right is reserved to remove all or such part of his exhibit as may be in violation, at Exhibitor's expense. If unusual equipment or machinery is to be installed, or if appliances that might come under fire code are to be used, Exhibitor should contact the Show Management for information concerning facilities or regulations. City and state fire regulations must be complied with. Use of hazardous materials, such as open flame or liquid propane gas, must be approved by the local Fire Department.

17. ERRORS AND OMISSIONS: Show Management assumes no responsibility or liability for any of the services performed or materials delivered by official Show contractors or other suppliers to the Show, their personnel, or their agents. Any controversies which may arise between Exhibitor and official contractors or union representatives, or personnel of either, on the Show premises shall be referred to Show Management for resolution, and Show Management's decision shall be final and binding.

18. SECURITY: Show Management shall provide guard service throughout the hours of set-up, Show hours, before and after Show hours, and during dismantling period. This security is to prevent unauthorized entry into the Show halls. A badge must be worn at all times. Show Management reserves the absolute right to inspect any items removed from the exhibit area.

19. LIABILITY AND INSURANCE: a) All property of Exhibitor remains under its custody and control in transit to and from the Exhibit Hall, during installation and removal, and while it is within the confines of the Exhibit Hall. Neither Show Management, the service contractors, the management of the Exhibit Hall nor any of the officers, staff members, or directors of any of the same are responsible for the safety of the property of Exhibitor from theft, damage by fire, accident, vandalism or other causes, and Exhibitor expressly waives and releases any claim or demand it may have against any of them by reason of any damage to or loss of any property of Exhibitor, except where the damage or loss is due to the gross negligence or willful misconduct of the persons mentioned above. b) Exhibitor understands that Show Management does not carry business interruption and property damage insurance coverage for loss or damage of Exhibitor's property. Exhibitor agrees to obtain adequate insurance during the dates of the Show including move-in and move-out days, in commercially reasonable amounts and with commercially reasonable deductibles, and shall be prepared to furnish certificates of insurance to Show Management if requested evidencing the following coverages: (1) Commercial general liability insurance coverage, including protective and contractual liability coverage for bodily injury and property damage, (2) employers liability insurance; (3) worker's compensation/occupational disease coverage in full compliance with federal and state laws, (4) comprehensive general liability automobile insurance covering owned, non-owned, and hired vehicles, including loading and unloading hazards. (c) Show Management and Exhibitor agree to waive the right of subrogation by their insurance carriers to recover loss sustained under the respective insurance contracts for real and personal property.

20. ENFORCEMENT OF REGULATIONS: Show Management has full power to interpret and enforce all of the Rules and the power to make amendments and/or further rules or regulations, orally or in writing, that are considered necessary for the proper conduct of the Show. Such decisions shall be binding on Exhibitor. Failure to comply with these or any other rules or regulations may be sufficient cause for Show Management to require the immediate removal of the exhibit and/or offending Exhibitor at the expense of Exhibitor. In addition, Exhibitor agrees to be bound by the terms of Show Management's agreement with the Exhibit Hall in which the Show is held. Failure to comply with all applicable rules may also result in forfeiture of all fees paid. Show Management may lease any space so forfeited to another exhibitor and retain all revenues collected.

21. CONFLICTING MEETING AND SOCIAL EVENTS: In the interest of the entire Show, Exhibitor agrees not to extend invitations, call meetings, or otherwise encourage absence of Show attendees, exhibitors, or invited guests from the educational sessions or Exhibit Hall during the official hours of the sessions or the Show.

22. ADA COMPLIANCE: Exhibitor represents and warrants that: a) its exhibit will be accessible to the full extent required by law, (b) its exhibit will comply with the American with Disabilities Act (ADA) and with any regulations implemented under the ADA, and (c) it shall indemnify and hold harmless and defend Show Management from and against any and all claims and expenses, including reasonable attorneys fees and litigation expenses, that may be incurred by or asserted against Show Management because of the Exhibitor's breach of this paragraph or non-compliance with any of the provisions of the ADA.

23. WAIVER: Waiver by either party of any term or condition or breach shall not constitute a waiver of any other term or condition or breach of this Contract. The rights of Show Management shall not be deemed waived except as specifically stated in writing and signed by an authorized representative of Show Management.

24. SEVERABILITY: If any provision of this Contract is held invalid or unenforceable, neither the remaining provisions of this Contract nor other applications of the provisions involved shall be affected thereby.

25. GOVERNING LAW: This Contract shall be interpreted under the laws of the State of Maryland. The parties agree that any dispute arising under this Contract will be submitted to the federal or state courts of the State of Maryland.

26. ENTIRE AGREEMENT: This Contract constitutes the entire agreement of the parties with respect to the subject matter hereof and specifically supersedes all prior agreements or commitments, whether in writing or oral. No amendment or modification to this Contract shall be valid and binding on the parties unless set forth in writing and signed by both parties.