CEA Member: _____

2013 International CES®
THE GLOBAL STAGE FOR INNOVATION

PRODUCED BY CEA

APPLICATION AND EXHIBIT SPACE CONTRACT

THE 2013 INTERNATIONAL CES®

JANUARY 8-11, 2013 • LAS VEGAS, NEVADA, USA

Priority space selection will be held January 10-13, 2012. Application and Exhibit Space Contracts received starting January 14, 2012, will be handled on a first-come, first-served, space-available basis. This Application and Exhibit Space Contract ("Application and Contract") for the 2013 International CES ("CES"), between the Consumer Electronics Association ("CEA") (owner and producer of CES) and your company ("Exhibitor"), will become effective upon written acceptance by CEA. It includes the terms on both page 1 and page 2 herein. CEA is open only to members of the trade who are at least 16 years of age.

(These areas must be completely filled in. Incomplete forms will not be processed.)

EXHIBITOR INFORMATION

Company Name: _____

*** Important *** If your company has changed its name since its last participation in a CES event, please list the previous name below.

Former Company Name: _____

Company Contact: _____

Title: _____

Street Address (No P.O. Boxes): _____

_____

City, State: _____

Zip: _____ **Country:** _____

Telephone: (_____ **)** _____ **Fax: (** _____ **)** _____

E-mail Address: _____

Website Address: _____

Alternate Contact: _____ **E-mail:** _____

PR Contact: _____ **E-mail:** _____

Note: This document, when signed by Exhibitor and CEA, constitutes a binding legal agreement. CEA agrees to review this Application and Contract and assign exhibit space to your company, if available, consistent with CES eligibility requirements and policies. Exhibitor agrees that upon acceptance of this Application and Contract by CEA, with or without appropriate payment, this Application and Contract shall become a legally binding contract; enforceable against Exhibitor in accordance with its terms. By the signature below, the individual signing this document represents and warrants that he/she is duly authorized to execute this binding contract on behalf of Exhibitor. It is understood that the booth will be assigned to the company name listed above.

By signing this Contract, Exhibitor agrees that they have received, read and agree to the attached **2013 International CES Application and Exhibit Space Contract Terms and Conditions,** incorporated in their entirety herein and expressly made a part of this Application and Contract. **This Application and Contract and the included 2013 International CES Application and Exhibit Space Contract Terms and Conditions constitute the entire agreement between the parties and cannot be modified except by express written agreement signed by CEA.**

Authorized Company Rep (print): _____

Title: _____

Signature: _____ Date: _____

EXHIBIT PRODUCT CATEGORIES:

Indicate the ONE (1) product or service category that represents 60% of what you will be showing in your exhibit. This category will be used to determine your exhibit facility and your space priority selection number. This number is used to determine the order in which you may select space during the 2014 exhibit space priority selection process.

60% of your exhibit contents must fit this product or service category. Failure to adhere to this rule will result in the loss of ALL priority points and will affect your selection order at CES in the future.

- ❑ Audio & Video
- ❑ Automotive Electronics
- ❑ Connected Home
- ❑ Digital Imaging
- ❑ Gaming
- ❑ High Performance Audio
- ❑ iLounge
- ❑ Information Technology/Software Services
- ❑ International Gateway
- ☒ PMA@CES
- ❑ TechZone
- ❑ Wireless Communications

EXHIBIT SPACE RATES:

Exhibit space rates are based on the type of space selected and other criteria. Please check below all that apply and refer to the Benefits & Services Sheet for the exact cost:

Venue	Space Type	
❑ LVCC	❑ Open Booth Space	❑ Turnkey Booth
☒ Venetian	❑ Exhibit Suite (Venetian only)	❑ Outdoor Space
❑ Hilton	❑ Hospitality Suite	❑ TechZone
❑ Renaissance	❑ CES Meeting Place	
❑ Wynn/Encore		

❑ **CEA Member Discount –** Must be a member by **July 1, 2012, with fully paid dues,** to receive the member discount rate. Cancellation or termination of membership will result in the recalculation of space fees at the non-member rate.

NOTE: CEA Membership is NOT included with this CES Application and Contract. Contact membership@CE.org to join.

❑ **Interested in reaching the CES channel with your news all year? Check here to learn more about *CE Vision* magazine.**

❑ **MyCES Leads Package – $395** Upgrade your online exhibitor listing to receive additional exposure within MyCES and gain access to contact information of opt-in attendees planning to visit your company at CES. (Priced at 795.00 after booth apace is contracted)

EXHIBIT SPACE CHOICES:

Refer to the 2013 CES floor plans and list four (4) space choices in order of preference. We will try to accommodate your preference, but space requests are for guidance and are not guaranteed. Assignments are based on: a) Product Category; b) Priority Points; c) Special Requirements; and d) Space Availability. All requests received starting January 14, 2012, will be handled upon receipt of this executed Application and Contract, on a first-come, first-served, space-available basis. CEA will not process illegible, incomplete or unsigned Application and Contracts.

	Booth #	Space Size or Type	Venue	Product Category/ TechZone
1.			Venetian	PMA@CES
2.				
3.				
4.				

TOTAL EXHIBIT SPACE COSTS AND REQUIRED INITIAL PAYMENT:

Based on the total requested space requirements and exhibit space rates, use the following formula to calculate the estimated Exhibit Space Cost:

1. Open Booth Space:

_____ x$ _____ per sq. ft = $ _____

TOTAL SQ. FT. SPACE COST

2. Other Rooms: (may not be on square footage basis)

_____ x$ _____ per sq. ft = $ _____

TOTAL SQ. FT. SPACE COST

3. TOTAL EXHIBIT SPACE COST $ _____

PAYMENT SCHEDULE

Make all checks payable to International CES
Send payments to: Consumer Electronics Association
P.O. Box 37154
Baltimore, MD 21297-3154

Companies submitting an Application and Contract during the priority space selection period (January 10-13, 2012) will be billed for the initial 20% payment with payment due on or before March 1, 2012. Companies contracting **over 400 net sq. ft.** during the priority space selection period are **immediately liable for 10% of exhibit space cost** and 20% of exhibit space cost after 10 days. The following schedule outlines the payment dates for all Application and Contracts, with each step shown sequentially and on a cumulative basis.

A. 20% of the Exhibit Space Cost is due upon application, when the Application and Contract is submitted on or before May 31, 2012.

B. A cumulative 60% of the Exhibit Space Cost is due by June 1, 2012. 60% of the Exhibit Space Cost is due upon application when the Application and Contract is submitted on or after June 1, 2012, and on or before September 30, 2012.

C. The entire 100% Exhibit Space Cost is due by October 1, 2012. 100% of the Exhibit Space Cost is due upon application when the Application and Contract is submitted on or after October 1, 2012.

EXHIBITORS: PLEASE DO NOT WRITE IN THIS SPACE — FOR CES OFFICE USE ONLY

EXHIBIT SPACE ASSIGNMENT

No.: _____ Size: _____ x _____ NSF/unit = $ _____ Venue: _____ TechZone: _____ Booth Type: _____

No.: _____ Size: _____ x _____ NSF/unit = $ _____ Venue: _____ TechZone: _____ Booth Type: _____

No.: _____ Size: _____ x _____ NSF/unit = $ _____ Venue: _____ TechZone: _____ Booth Type: _____

No.: _____ Size: _____ x _____ NSF/unit = $ _____ Venue: _____ TechZone: _____ Booth Type: _____

Accepted by Consumer Electronics Association By: _____ Date: _____ Ter: _____

RETURN COMPLETED, ORIGINAL APPLICATION AND CONTRACT TO:

International CES, Sales Department • 1919 South Eads Street, Arlington, VA 22202-3028, USA • Telephone 703-907-7645 • Facsimile 703-907-7691

WHITE - Return to CES GOLD - Exhibitor's Copy

2013 International CES
THE GLOBAL STAGE FOR INNOVATION

PRODUCED BY CEA

2013 INTERNATIONAL CES APPLICATION AND SPACE CONTRACT TERMS AND CONDITIONS

1. **TERMS OF PAYMENT:** Companies submitting an Application and Exhibit Space Contract during the priority space selection period (January 10-13, 2012) will be billed for the initial 20% payment with payment due by March 1, 2012. 10% is due upon signature for booths larger than 400 net sq. ft. The following schedule outlines the payment dates for all Application and Contracts, with each step shown sequentially and on a cumulative basis.
   A. **20% of the Exhibit Space Cost is due upon application, when the Application and Contract is submitted by May 31, 2012.**
   B. **A cumulative 60% of the Exhibit Space Cost is due by June 1, 2012.** 60% of the Exhibit Space Cost is due upon application when the Application and Contract is submitted on or after June 1, 2012, and September 30, 2012.
   C. **The entire 100% Exhibit Space Cost is due by October 1, 2012.** 100% of the Exhibit Space Cost is due upon application when the Application and Contract is submitted on or after October 1, 2012.

   CEA reserves the right to modify the payment schedule or require payment in full in a single payment based on the exhibitor's previous payment or credit history with CES.

   Make all checks payable to Consumer Electronics Association. Please send payment to P.O. Box 37154 Baltimore, MD 21297-3154. Payment is due immediately upon CEA's acceptance of this Application and Contract. If the name of the exhibiting company is different than the name on the check, indicate it on the check. Please calculate your requested Exhibit Space Cost and submit payment (U.S. currency only) in accordance with the terms of payment in Section 1. Only the company name listed on this Application and Contract is considered an official CES Exhibitor. All exhibitors must make payments in accordance with the schedule outlined above. Under no circumstances will Exhibitor be permitted to occupy its exhibit space if full payment has not been received. Payments submitted in accordance with the Application and Contract will be applied, first, to any outstanding balances from previous CES events, including the Innovations Awards program. Application and Contracts will not be processed until all prior financial obligations have been met. Late payments, partial payments, or any checks or money orders marked as being payment in full or as being settlement of any dispute may be accepted without forfeiting CEA rights under this Contract or the law. Exhibitors who submit payments that are unpaid by their banks will be placed on a cash basis. Any exhibitor who does not meet all financial obligations when due will be responsible for all outstanding debts and interest at 1.5% per month, compounded monthly, and any fees or expenses, including, but not limited to attorney's fees of no less than 33.3% of the unpaid principal and interest. There will be a $50 charge for all returned checks.

   Failure to make payments does not cancel Exhibitor's liability. Space cancellation notices must be submitted to CEA in writing, and cancellation fees will be owed according to the terms outlined in Section 4 below.

2. **OCCUPANCY BY EXHIBITOR:** It is further agreed that actual occupancy of the space (including meeting rooms) reserved by Exhibitor is of the essence. If Exhibitor does not occupy the space by 2 p.m., Monday, January 7, 2013, CEA may occupy or cause said space to be occupied as it may deem best for the interest of CES without in any way releasing Exhibitor from any liability hereunder. Furthermore, if Exhibitor does not occupy/staff the space, all rights of a CES Exhibitor will be revoked.
   All exhibits/displays must remain staffed and fully intact until 4 p.m. on Friday, January 11, 2013. Premature dismantling of and/or failure to fully staff said space during the entire CES will result in the loss of one priority point.

3. **OUTBOARDING:** Outboarding is a serious violation of CES policy for which there are serious consequences. Any company found to be exhibiting at a non-official CES venue, holding an exhibit demonstration or a display in a Clark County, NV hotel, suite, meeting room, or other non-CES venue during CES, will lose priority points which will affect space selection order at CES in the future. If an Exhibitor (i) cancels its official space and has space in any non-official exhibit venue during the CES dates, and/or (ii) in addition to its CES official space, has space in any non-official exhibit venue during the CES dates with an area equal to or greater than its CES official space, then the Exhibitor will lose all priority points for CES in the future. CEA is unable to detect all instances of outboarding in a given year. However, when CEA determines that outboarding has occurred, CEA will vigorously enforce the rule against outboarding and may impose penalties for past as well as current violations.

4. **CANCELLATION BY EXHIBITOR:** All cancellations must be in writing to: CEA Sales Department, 1919 South Eads Street, Arlington, VA 22202, USA, return receipt requested, and shall become effective when received by CEA. Both Exhibitor and CEA acknowledge that CEA will sustain substantial losses if Exhibitor cancels its Application and Contract. Even though CEA will exercise its best efforts to mitigate the damages associated with Exhibitor cancellation, the parties agree that CEA will nevertheless incur substantial losses that cannot be precisely determined. Due to the difficulty of determining and providing said losses, the Exhibitor agrees to pay the following as liquidated damages if Exhibitor cancels its exhibit space on or within the time periods specified below. **Should Exhibitor cancel all or part of the exhibit space contracted for herein after the date CEA accepts and signs this Application and Contract, Exhibitor is liable for: a) 20% of the total Exhibit Space Cost if cancellation is made by May 31, 2012; b) 60% of the total Exhibit Space Cost if cancellation is made between June 1, 2012, and September 30, 2012; or c) 100% of the total Exhibit Space cost if canceled on or after October 1, 2012.** All payments made or due to CEA shall be fully earned and non-refundable in consideration for expenses incurred by CEA and its lost or deferred opportunity to provide exhibit space to others. All cancellation fees that may become due hereunder are acknowledged by Exhibitor as liquidated damages and are not applicable toward any future CEA sponsored shows or events. CEA will invoice Exhibitor for cancellation fees in excess of payments. Invoices for cancellation fees are due upon receipt. This balance must be paid in full before Exhibitor can exhibit in any other CES or CEA-sponsored show or event. If Exhibitor cancels its participation, CEA may, at its discretion, cancel all other contracts between Exhibitor and CEA. Exhibitors submitting an Application and Exhibit Space Contract during the on-site space selection (January 10-13, 2012) for **exhibit space over 400 net sq. ft. will be financially liable for 10% cancellation/ downgrade fee immediately** and a 20% cancellation/downgrade fee after 10 days.

   Exception: Exhibitors submitting Application and Contracts during the on-site priority space selection held January 10-13, 2012, for **400 net sq. ft. or less** shall be entitled to a ten (10) calendar day grace period during which time all or part of the exhibit space contracted for herein may be canceled without incurring space reduction penalties or cancellation fees. CEA must receive **written cancellation** by no later than **January 23, 2012,** to qualify for the full credit and/or refund.

5. **CANCELLATION BY CEA:** Exhibitor's space may be canceled by CEA for failure to make payments when due or failure to comply with CES regulations. If space is canceled by CEA, Exhibitor will be notified in writing. Based on the timing of such cancellation, as evidenced by letter notification, Exhibitor is liable for the same cancellation charges as referred to in Section 4. Upon such cancellation, CEA may lease the canceled space to another exhibitor at its discretion. CEA will invoice Exhibitor for cancellation fees in excess of payments. Invoices for cancellation fees are due upon receipt.

6. **SPACE REDUCTION:** All space reduction requests must be in writing and shall become effective when received and acknowledged in writing by CEA. A fee of 20% of the difference between the cost of the originally assigned exhibit space and the cost of the reduced exhibit space, requested in writing by Exhibitor, will be charged on any reductions requested after the date CEA accepts this Application and Contract, through May 31, 2012. Between June 1, 2012, and September 30, 2012, the penalty increases to 60% of the difference between the cost of the originally assigned exhibit space and the cost of the reduced exhibit space. Exhibitor will be responsible for the entire 100% cost of the originally contracted exhibit space regardless of any space reduction requests on or after October 1, 2012.

   Any company having downgraded their original exhibit space request and holding an exhibit, demonstration or display in a Clark County, NV hotel, suite, meeting room, or other venue during CES will forfeit 5 priority points for the first 50% of space downgraded and 5 priority points for every 100 square feet of space downgraded above 50%. Such activity may affect exhibit space selection order at CES in the future.

7. **DIRECTORY LISTING/SEPARATE EXHIBITOR REGISTRATION:** Only the name of the Exhibitor, which appears upon the face of this Application and Contract, may be placed in the exhibit space, in the CES printed list of exhibitors and on exhibitor badges. **It is further agreed that Exhibitor shall not assign, share or sublet any part of its exhibit space without the express written consent of CEA.** In the event a request for separate exhibitor registration and/or additional directory listing is approved, a $850 fee will be charged for each additional company. **See Section 8 for additional information regarding shares.** CEA maintains the exclusive right to publish and distribute the list of exhibitors. However, a licensed publisher may include the list of exhibitors as part of an ongoing publication. As a service to exhibitors, CEA will identify in the Official Directory each exhibitor who completes and returns the necessary directory listing form by the established deadline; however, CEA will incur no liability for any errors, omissions or format changes in any directory. Exhibitor agrees to list in the Official Directory only brands of its own manufacture, or brands which are manufactured exclusively for Exhibitor, and which bear Exhibitor's name or trademark.

8. **SHARE POLICY:** CEA will allow share exhibitors within a booth only if they meet the following criteria:
   - the primary company will be present in an exhibiting capacity
   - the share company is a subsidiary or division of Exhibitor, or
   - the share company has a distributor relationship with Exhibitor, or
   - there is an equity relationship between the share company and Exhibitor.
   - For High-Performance Audio exhibitors only, due to the nature of the exhibits at this venue, a share may be permitted as long as the shared exhibit space is contained to one exhibit room.

   Each share company must complete an Application and Exhibit Space Contract and pay an $850 share fee, due in full with contract submission. CEA must receive notification from the Exhibitor, on company letterhead, indicating approval and acceptance of the share company within Exhibitor's booth.

   It is at the discretion of CEA to approve and accept share contracts based on the criteria above. If CEA has evidence or knowledge that any of the facts presented by Exhibitor or share company are not valid or true, CEA will not accept the share contract and the share company will not be permitted to exhibit at CES in a share capacity.

9. **ATTENDANCE:** CEA makes no representations or warranties with respect to the demographic nature and/or volume of exhibitors, press and/or attendees at any particular location at CES.

10. **REGULATIONS:** All current and subsequent CES conditions or regulations of the Las Vegas Convention Center, Las Vegas Hilton, The Venetian, Renaissance Las Vegas, and any other facilities used for CES are made a part hereof as though fully incorporated herein. CEA shall have full and exclusive power in the matter of interpretation, amendment and enforcement of all said conditions and regulations, and any such amendments when made and brought to the notice of Exhibitor shall be as though duly incorporated herein and subject to the terms and conditions herein set forth. If a dispute or disagreement shall arise between the parties concerning the allotment of or permitted use of exhibition space or concerning interpretation of any of the regulations which are a part hereof, the decision and interpretation of CEA shall be final and Exhibitor hereby agrees to abide by said interpretation which, if requested, shall be in writing.

11. **FORCE MAJEURE:** In case said premises shall be destroyed by fire or the elements, or by any other cause, or in case of government intervention or regulation, military activity, strikes, acts of terrorism, or any other circumstances that make it impossible or inadvisable for CEA to hold the CES or portion thereof at the time and place herein provided, or if any facility utilized for CES is unavailable, this Contract shall terminate and Exhibitor shall and does hereby waive any claim for property or other damages or compensation except the pro rata return on the amount paid after deduction of actual expenses incurred in connection with CES and there shall be no further liability on the part of either party. This Application and Contract is subject and subordinate to the agreements between the Las Vegas Convention Center, The Venetian, Las Vegas Hilton, Renaissance Las Vegas and any other facilities utilized for CES, and covering the CES exhibit areas at these properties (and other facilities which may be used) for the period of the 2013 International CES, move-in through move-out.

12. **GOVERNANCE:** This Contract and all rights and obligations of the parties relating hereto shall be governed by and construed in accordance with the internal laws of the Commonwealth of Virginia without giving effect to any conflicts of law rules that would cause the application of the laws of any other jurisdiction. Any controversy or claim arising out of or relating to this Application and Contract or the breach thereof (except for an action for injunctive relief) shall be resolved by arbitration held in Arlington County, Virginia, in accordance with the Rules of the American Arbitration Association in effect at the time the arbitration is initiated, and judgment upon the award rendered by the arbitrators may be entered in any court jurisdiction thereof. The prevailing party shall be entitled to recover its reasonable attorney's fees and costs from the non-prevailing party.

13. **EXHIBIT SPACE AMENDMENTS:** This Application and Contract indicates your original exhibit space assignment. Any changes to space assignment will be indicated to Exhibitor on a contract addendum form. CEA further reserves the right to move or reallocate Exhibitor's booth space to a new location in the interest of a better showing of exhibits, or it may cancel this Application and Contract for the betterment overall of CES or for any other reason deemed necessary by CEA. Exhibitors will be notified in writing of such movement. All terms of the Application and Contract, including cancellation policy, remain in effect upon such movement of booth space by CEA.

14. **OPERATION OF EXHIBITS**: Exhibits must be designed and operated in a manner that respects the rights of other exhibitors and visitors. The following are prohibited without prior consent of CEA: preparation of food, promotional contests that require physical skill, promotion of other industry expositions and unauthorized taking of photographs. Personnel must be dressed appropriately and confine their activities to the exhibit space of Exhibitor. Exhibitor is responsible for licensing and the payment of fees, royalties or fines for use of work that is protected by copyright, patent or trademark. CEA reserves the right to prohibit promotions found objectionable. Booths must be staffed at all times during scheduled exhibit hours, unless CEA gives prior written permission. Booth personnel must be 18 years of age or older.

15. **BOOTH CONSTRUCTION:** Exhibitor is expected to comply with booth construction regulations outlined in the Exhibitor Manual. It is Exhibitor's responsibility to provide these regulations to its Exhibitor Appointed Contractor (EAC).

16. **CHARACTER OF EXHIBITS:** Exhibitor understands that the International CES is a consumer electronics show. Exhibitor agrees that products displayed in its exhibit space will be in harmony with the theme of the event and will consist of products that are electronic in nature. Products eligible to be exhibited include consumer and workstyle technology products and related accessories. Exhibitor agrees to reasonably limit the display of non-electronic products in its exhibit booth. Exhibitor agrees to display only products of its own manufacture, products manufactured for, distributed by, certified by, or licensed to Exhibitor. CEA reserves the right to order withdrawal from display, any items which, in its opinion, do not comply with these requirements.

17. **CONTENT:** CEA reserves the right to exclude the showing of film, photos, games or other software in the exhibit area which are deemed objectionable, including explicit or simulated sex, nudity or violence. Adult out-call and escort services, and the promotion or use of the same are not permitted at CES. Violation of this policy can, at CEA's discretion result in expulsion from CES, including future shows.

18. **GOOD NEIGHBOR POLICY:** Any exhibitor using audio or video content in their booth for the purpose of demonstrating equipment or otherwise hereby agrees that such content shall be appropriate for a general audience, and agrees to refrain from using content that may be considered offensive to such an audience. In the event of a complaint from any person regarding the content used by Exhibitor, CEA will investigate and if, in the sole discretion of CEA, such content is determined to be offensive, CEA will request Exhibitor to cease using such content. In the event Exhibitor refuses CEA's request, or a subsequent complaint is filed against Exhibitor, CEA reserves the right to shut off the power to Exhibitor's booth until Exhibitor complies with CEA's request. Repeated violations of this policy can, at CEA's discretion, result in expulsion from CES and exclusion from future shows.

19. **OUTDOOR EXHIBIT SPACE:** It is the responsibility of Exhibitor to supply its own tent or canvas covering for its outdoor display, should it decide to use one. No refunds will be provided for inclement weather or other forces of nature that may limit display activity. It is Exhibitor's responsibility to obtain special permits for outdoor temporary structures from the Clark County Fire Department and sign the outdoor space addendum.

20. **POLICY ON SELLING:** Over the counter sales (i.e., cash, check and/or credit cards) are not permitted. Only bona fide business orders for future delivery may be taken. Violation of this provision will result in expulsion from CES and exclusion from future shows. **THIS POLICY IS STRICTLY ENFORCED.**

21. **FOOD AND BEVERAGE SERVICE:** ARAMARK has the exclusive rights to all food and beverages at the Las Vegas Convention Center. Additionally the Las Vegas Hilton, Venetian Hotel, and Renaissance Las Vegas have exclusive rights to food and beverage at those facilities. Food and beverage consumed, prepared, or distributed, including food or beverage items used for promotional purposes, must be purchased through ARAMARK or other exclusive providers and are subject to regulations and permit requirements of the Clark County Nevada Health District, the Las Vegas Convention Center and ARAMARK, or other exclusive providers.

22. **LIABILITY AND INSURANCE**: Exhibitors seeking to install their own booth/display must comply with all state and federal laws and/or regulations and must comply with any/all laws, rules, or regulations related to booth installation/dismantling. Exhibitor must have a commercial general liability policy of not less than $250,000 naming Consumer Electronics Association, Las Vegas Convention and Visitors Authority, Las Vegas Hilton, Venetian Hotel, and Renaissance Las Vegas as additional insureds. A certificate of insurance must be made available upon request.

    Exhibitor and its authorized EAC agree to carry adequate personal and property damage liability and workers' compensation insurance and to indemnify and hold harmless CEA, the Las Vegas Convention Center, Las Vegas Hilton, Venetian Hotel, Renaissance Las Vegas and other facilities utilized by CES and their contractors, officers, agents and employees against all claims, losses, suits, damages, judgments, expenses, costs and charges of every kind, including attorneys' fees, resulting from, or related to its occupancy of the exhibit space contracted for, including without limitation by reason of personal injuries, death or property damages sustained by any person. Certificates of insurance must be furnished by Exhibitor if requested by CEA and must be available on-site during the CES. Failure by CEA to request proof of insurance shall not relieve Exhibitor from carrying proper coverage. Exhibitor understands that neither CEA nor the Las Vegas Convention Center, The Venetian, the Las Vegas Hilton or other facilities used by CEA maintain insurance covering Exhibitor's property and it is the sole responsibility of Exhibitor to obtain such insurance.

23. **RESPONSIBILITY FOR PROPERTY:** In no case will CEA be responsible for theft, loss or damage to Exhibitor's product or booth, unless the responsibility is a direct and sole result of the actions of CEA or its employees. Exhibitor agrees that it is wholly responsible for protecting its property on and off CES premises. Exhibitor is encouraged to secure its exhibits and products and should insure its property (from the time it leaves its warehouse until it returns) at Exhibitor's expense.

24. **RECEIPT AND REMOVAL OF FREIGHT:** No exhibit or portion thereof may be removed from the exhibit facility during CES. Only exhibitors showing proper exhibit credentials and personal identification will be permitted to take merchandise out of the facility. If Exhibitor fails to remove its freight in the allotted move-out time, CEA reserves the right, at Exhibitor's expense, to ship the freight through a carrier of CEA's choosing or to place same in a storage warehouse. (Please refer to Exhibitor Manual for additional information.)

25. **EXHIBIT SET-UP:** A clean floor policy will be in effect during move-in. On Sunday, January 6, 2013, all crates must be empty and labeled by 6 p.m. and will be removed regardless of status at 10 p.m. On Monday, January 7, 2013, all exhibits must be set by 2 p.m.; all cartons, fiber cases and packing material must be empty and labeled by 1 p.m.; and all aisles must be 100% clear by 7 p.m. This day is scheduled for product testing, booth fine-tuning and rehearsals. Exhibits not set up by 2 p.m. on Monday, January 7, 2013, will revert to CEA with no further obligation to Exhibitor, and fines may be assessed for non-compliance at the discretion of CEA. No refunds will be made to Exhibitor for space assigned and not occupied.

26. **EXHIBIT CONSTRUCTION, DECORATION, SIGNS, ETC.:** Exhibitor is solely responsible for the safety of its exhibit(s) (refer to your Exhibitor Manual for additional information). All special booth work must conform with CES exhibit regulations. Such approval and/or compliance with CES regulations does not constitute CEA approval or opinion on the structural safety of construction. Exhibitor and its display company remain solely liable for the safety of its exhibit. Exhibitors may choose any display company provided it meets CES' requirements for EACs and the Exhibitor provides CEA with a certificate of liability insurance and signed Exhibitor Appointed Contractor Agreement no later than 30 days prior to CES (see Exhibitor Appointed Contractor Approval). All bunting, draperies or other fabrics must be fireproofed before use in the decoration of any exhibit. Paper decorations, cut evergreens or branches and helium balloons are not permitted. Exhibitors must comply with all the laws, regulations and ordinances in force in the exhibit facility(ies), the City of Las Vegas, the State of Nevada and the United States.

27. **EXHIBITOR APPOINTED CONTRACTOR APPROVAL: An EAC (a contractor not listed in the Exhibitor Manual) may be used provided CEA obtains from the Exhibitor 30 days in advance:** 1) Notification of Intent for Exhibitor to use the EAC; 2) Proof of the EAC's workers' compensation and personal property damage liability insurance coverage; and 3) Signed EAC Agreement. Use of EAC is subject to EAC's acceptance of CES' EAC Agreement. EAC must be on the approved EAC list at the CES facility at which it is performing the work. CEA may deny access by or use of any EAC if these specific requirements are not met in the opinion of CES Management. If Exhibitor brings an EAC or other contractor into the exhibit facility, Exhibitor is responsible for that contractor's workers' compensation and liability insurance certificates and must send them to CEA, the exhibit facility and GES. Under no circumstances will CEA be responsible for work promised or performed by an EAC.

28. **SPECIAL ELECTRICAL, CLEANING, CATERING SERVICES, ETC.:** For insurance, safety and security purposes, electrical, cleaning, catering, drayage and other special services needed by Exhibitor shall be provided only when Exhibitor orders and agrees to pay for these services from the exclusive suppliers authorized to provide such services listed in the Exhibitor Manual.

29. **FLOOR PLANS**: CEA publishes floor plans that are provided by the exhibit facility and are believed to be correct. CEA encourages Exhibitor to verify these floor plans directly with the exhibit facility.

30. **AMERICANS WITH DISABILITIES ACT:** Exhibitors must be in full compliance with the Americans with Disabilities Act.

31. **PUBLICATION DISTRIBUTION:** Exhibitor may distribute its own written materials from its exhibit(s) and, unless permission is granted by CEA, not outside its exhibit. Publication bins, if available, are restricted to approved, nationally-distributed publications and, if applicable, the official CES Show Daily. Other "show dailies" may not use the bins.

32. **EXHIBITOR BADGE POLICY:** Exhibitor will receive five (5) complimentary badges per 100 square feet of exhibit space. All exhibitors will receive a minimum of 10 badges, including those companies paying the $850 share fee (refer to Section 7). All additional badges will be charged at $10 per badge during pre- and on-site registration.

33. **SECURITY:** Exhibitor accepts that CEA may take actions to maintain attendee security. CEA has sole discretion in taking such action and cannot be held responsible for maintaining CES access, for economic losses, or for damage or loss of Exhibitor's property, as a result of any action taken in furtherance of CES security. Exhibitor agrees that it is solely responsible for the safety and security of its exhibit booth and the contents of the booth, including product displays, and Exhibitor is solely liable for the resulting losses or damages.

34. **ASCAP/BMI:** Exhibitor is responsible for all applicable ASCAP/BMI music licensing fees. No fees are required if music is used to demonstrate product capability.

35. **SEVERABILITY:** If any portion of this Application and Contract is changed or determined to be unenforceable, all other terms and conditions remain in full force and effect.

36. **RULES AND REGULATIONS:** CEA shall have full power to make and amend reasonable rules and regulations in connection with CES.

37. **VIOLATIONS OF REGULATIONS:** CEA may take enforcement action at its discretion, up to and including closing Exhibitor's booth, for violation by Exhibitor of CES Rules and Regulations or Exhibitor's breach of the terms of this Application and Contract. If CEA shuts down Exhibitor's booth due to Exhibitor violating CES Rules and Regulations, Exhibitor will not receive a refund or damage compensation from CEA. Repeated violations may result in Exhibitor being banned from participation in CES, including future shows.

38. **NO-ORAL MODIFICATION CLAUSE:** This Application and Contract may not be orally modified. Only a modification in writing, signed by an authorized representative of CEA and the Exhibitor, will be enforceable.

39. **EXHIBITOR INTELLECTUAL PROPERTY:** Exhibitor warrants that it owns the rights to or is licensed for all intellectual property (patent, copyright, trademark, etc.) to be used by Exhibitor for promotion or exhibition at CES, and agrees to defend, at Exhibitor's expense, and to indemnify CEA and/or CES for any action brought against CEA and/or CES and any losses or costs incurred by CEA and/or CES, including court costs and reasonable attorney's fees, arising from or related to any dispute concerning Exhibitor's intellectual property rights.

40. **CES PUBLICITY AND PROMOTION:** CEA shall have the non-exclusive right to use the name of Exhibitor and logo in both print and broadcast advertising media in connection with the promotion and publicity of CES.

41. **PRIORITY POINTS:** Exhibitor understands that exhibitors who have already contracted and paid for one CES exhibit booth space (regardless of size), additional exhibit space secured via contract and payment after October 1, 2012, will not have any effect on CES space selection time or standing.

42. **SPACE LIMITATIONS:** The maximum total square footage any one exhibitor is permitted to select is a total of 25,000 consecutive square feet in any one hall. Two or more exhibitors that are related entities may select adjacent spaces in one hall provided that (1) each exhibitor has a separate exhibit space contract for 25,000 square feet or less; (2) there is an aisle between each of the adjacent spaces; (3) the aisle cannot be carpeted over, obstructed or otherwise incorporated into the adjacent space or spaces. Any request for a variance must be made in writing to CES Management.

43. **RESERVATION OF RIGHT:** CEA reserves the right to take any action that is reasonably necessary, in the sole judgment of CEA, for the protection of CES, the participants, including but not limited to exhibitors, and/or attendees.