

EXHIBIT SPACE CONTRACT TERMS AND CONDITIONS

- 1. CONFERENCE AND EXHIBITION.** The Conference and Exhibition is conducted exclusively for the display and demonstration of instrumentation, systems and automation equipment and related services and the discussion of current concepts, equipment and applications. The ISA Conference and Exhibition is an integral part of the Society's educational program and provides a forum for all persons concerned with advancing the sciences and technology of instrumentation, systems and automation.
- 2. APPLICATIONS.** Applications for exhibit space must be made on the form printed on the reverse hereof, completed as requested, and accompanied by the required payment. An application made on behalf of several independent companies which will jointly occupy the space must be so indicated. By such application, each is jointly and severally responsible pursuant to this Exhibit Space Contract. Products and services to be displayed must be specified on the application. ISA reserves the absolute right to decline any application for space if, in ISA's judgment, the products or services to be shown or demonstrated are unrelated to ISA's scientific and educational purposes. This Application is accepted as a contract by ISA. This application becomes a contract only when accepted by ISA by notifying applicant of the assignment of a specified exhibit space.
- 3. EXHIBIT SPACE AND FLOOR PLAN.** The ISA EXPO 2009 space rent includes standard equipment consisting of draped backwall and sidewalls, and an identification sign. No rent allowance will be made if standard equipment is not desired. The Exhibit space floor plan for this Exhibition will normally be maintained as initially offered. ISA reserves the right to modify the plan to the extent necessary for the best interests of the Exhibitors and ISA or to correct inaccuracies or errors. ISA also reserves the right to modify the plan to the extent necessary for the best interests of the Exhibition.
- 4. SPACE ASSIGNMENT.** ISA EXPO 2009 initial space assignments will be made in January 2009 from all completed Applications accompanied by the required deposit and received by ISA before 15 December 2008. ISA EXPO 2009 exhibit space will be assigned first to ISA EXPO 2008 exhibitors submitting their application and required deposit by 15 December 2008, in descending order of the amount of points accrued. If more than one company has the same amount of points, the company that returns the application and required deposit first will receive a higher priority. Next, other companies that did not exhibit in ISA EXPO 2008 but have applied for ISA EXPO 2009 exhibit space will be assigned space in descending point order. If more than one company has the same amount of points, the company that returns the application and required deposit first will receive a higher priority. Any space available after the initial assignments will be allocated on a first-come, first-serve basis.
- 5. EXHIBIT SPACE PAYMENT SCHEDULE.** Payments for ISA EXPO 2009 must be made in accordance with the following schedule:
 - 25% of total exhibit space fee must be paid at time of application
 - 100% of total exhibit space fee must be paid by 1 May 2009
- 6. REDUCTION IN EXHIBIT SPACE.** If an Applicant requests a reduction in exhibit space footage after acceptance of the Application and the Notice to Applicant of Space Assignment has been mailed, ISA will honor the request on the following conditions:
 - If Applicant's written notice of reduction is received by ISA **on or before 1 May 2009**, ISA will retain, as a charge for reducing the exhibit space, the amount of the deposit due as of the date the reduction request is received on the amount of space reduced.
 - If Applicant's written notice of reduction is received by ISA **on or after 1 May 2009**, no allowance against or reduction of the fee due for the original exhibit space assigned will be granted, any difference being considered as a charge for exhibit space reduction. In any case, the request for reduction of space for ISA EXPO 2009 must be received in writing, and ISA reserves the right to relocate or reassign Applicant's exhibit space to another area of the Exhibit Facility. ISA may also assign or reassign the original exhibit space to another Applicant, or for general or ISA use eliminate the original exhibit space from the Exhibition, or allow it to remain vacant at ISA's sole discretion without obligation to Applicant.
- 7. CANCELLATION.** Any Applicant who cancels the contract, fails to show at the Exhibition, or withdraws from the Exhibition after ISA has accepted the Application and mailed the Notice to Applicant of Space Assignment, agrees to pay the following cancellation charges to ISA:
 - If Applicant's **written notice** of cancellation or withdrawal is received by ISA **on or before 1 May 2009**, ISA will retain as a charge for cancellation of exhibit space, the amount of the deposit due as of the date the cancellation request is received.
 - If Applicant's **written notice** of cancellation or withdrawal is received by ISA **on or after 1 May 2009**, 100% of the total rent of the space assigned. In any case, any payments made to ISA for ISA EXPO 2009 before cancellation or withdrawal, by deposit or otherwise, will be retained by ISA. If the amount paid is sufficient to pay the cancellation charge, it will be applied in satisfaction of that charge, if the amount paid is less than the cancellation charge, it will be applied in partial satisfaction of the cancellation charge and the applicant will be invoiced for the balance due. Applicant will receive a refund of only the amount paid, if any, that exceeds the applicable cancellation charge. Applicant specifically agrees that it is legally obligated to remit to ISA any unpaid balance for the assigned space after retention by ISA of any amounts paid before cancellation or withdrawal. **All notices of cancellation must be in writing and delivered to ISA before the applicable deadline. No notice is effective unless submitted to ISA in a manner providing proof of receipt by ISA, such as certified mail with a return receipt, courier, or email, by the deadline can be shown.**
- 8. SUBLETTING BOOTH SPACE.** No Applicant shall assign, sublet or apportion the whole or any part of the space allotted. Applicant may not display equipment or materials from other than its own firm or joint Applicants' firms in said space, without the consent of ISA.
- 9. INDEMNITY AND LIMITATION ON LIABILITY.** Applicant covenants and agrees to hold and save harmless ISA; the owners, operators, and managers of the Exhibit Facility; and the respective officers, agents and employees of each (collectively referred to as Exhibit Management) from any and all claims of liability, damage, or expense resulting from any injury to or death of any person, including Applicant's employees, agents, and contractors, occurring within Applicant's Exhibit Space or any space utilized by Applicant for activities held in conjunction with ISA EXPO 2009, resulting directly or indirectly from any act or omission of Applicant or any loss of, damage to, or theft of any property. An omission of Applicant includes any failure of Applicant to comply with any of the terms and conditions of this Contract; any of the Conference and Exhibit Rules and Regulations; any Rules and Regulations of the Exhibit Facility; and any laws of the City of Houston, Texas. Applicant agrees to indemnify each and every member of the Exhibit Management group for any and all costs and liabilities incurred in defense of any such claim, including all expenses, attorney's fees, and any judgments awarded or settlement amounts agreed to. It is agreed that Exhibit Management shall not be responsible for any loss, damage, or theft of any property of any persons, including the Exhibitor and its employees, agents, and contractors, while in transit to or from the Exhibit Facility, while in the Exhibit Facility or otherwise. Except for cancellations and withdrawals as set forth in Paragraph 7 above, the Applicant is responsible for total rent for exhibit space irrespective of the reason for such cancellation and withdrawal, including cancellation and withdrawal by the Applicant because of failure of Exhibit to arrive for any reason or cancellation by the Sponsors as the result of action by the Exhibit Management or the result of strikes, lock-outs, acts of God, inability to obtain labor or materials, government action of whatsoever nature, war, civil disturbance, fire, unavoidable casualty or other causes, whether similar or dissimilar, beyond the control of ISA. In the event of cancellation by ISA as a result of the aforesaid causes, the Applicant expressly waives such liability and releases ISA of and from all claims for damages and agrees ISA shall have no obligation to Applicant. Applicant is a licensee of Exhibit space only and not an agent, employee, partner or joint venturer of or with ISA. Applicant agrees that it is solely responsible for its costs of doing business and agrees to hold ISA harmless from any obligations incurred by the Applicant as a result of contracting for any goods or services connected with the Exhibitor or with the Exhibit Facility, service contractors, or other persons or companies and to indemnify ISA for any costs or liabilities incurred in defending any such claims against ISA, including attorneys' fees, expenses, and any judgments awarded or settlement amounts agreed to.
- 10. GOVERNING DOCUMENTS AND LAWS.** Applicant expressly understands and agrees to be bound by all terms and conditions and rules and regulations contained in this Exhibit Space Contract; the Exhibit Rules and Regulations, including any amendments which may be issued; the master lease between ISA and the Exhibit Facility; and the Exhibit Facility Rules and Regulations, copies or pertinent extracts of which are attached and/or available for inspection at ISA during normal business hours. Applicant also agrees to be bound by any deadlines or policies stated in the Exhibitor Services Manual which will be provided by ISA. Such documents are made an integral part of this Contract by reference as if set forth in full in the Contract. Applicant will provide copies of the attached Rules and Regulations to all personnel who will staff the exhibit during the Exhibition. Applicant is further charged with the knowledge of, and agrees to comply with, all local, state and federal laws, regulations, and codes pertaining to health and safety and promotions, marketing, and advertising, including activities constituting a lottery, applicable to Applicant's Exhibit. Compliance is Applicant's sole responsibility. This Contract will be interpreted and governed by the laws of North Carolina applicable to contracts signed and wholly performed within North Carolina.
- 11. EXHIBITOR EVENT CONFLICTS.** Exhibitor will not schedule any receptions, hospitality suites, social functions, exhibits, product demonstrations, technical seminars, training sessions, or other event or function for attendees (or potential attendees) outside of the exhibit facility during Conference and Exhibition hours. However, Exhibitor may, with ISA's prior written approval, conduct technical seminars or training for its customers at a local facility regularly maintained by the Exhibitor for such purposes as long as such training is for existing customers or clients of Exhibitor only and is not generally available to attendees. All requests for such exception must be received by ISA at least 30 days before the Conference and Exhibition begins.
- 12. SURRENDER OF SPACE.** If not cancelled as provided in this contract, Applicant's license for the booth space expires at the earlier deadline for move-out or actual vacation of the booth space. Applicant will surrender the space occupied by Applicant at the expiration of the license in the same condition as it was at the commencement of occupation. Applicant assumes sole and total responsibility for any damage to the Exhibit Hall due to construction, use, or dismantlement of Applicant's Exhibit and will reimburse ISA for any charges assessed by Exhibit Hall caused by Applicant paid by ISA, including charges for failing to vacate the premises in a timely manner.
- 13. VIOLATIONS.** The interpretation and application of these Terms and Conditions and documents incorporated by reference are the sole responsibility of ISA. Violation by Applicant of these Terms and Conditions shall subject the Applicant to cancellation of its contract to occupy exhibit space and to retention by ISA of all moneys paid. Upon due notice to Applicant of such cancellation, ISA will have the right to take possession of the Applicant's space, remove all persons and properties of the Applicant, and hold the Applicant accountable for all risks and expenses incurred as a result of such re-entry and removal. ISA reserves the right to restrict Exhibits which become objectionable because of noise, operational methods, rules violations, or any other reason and may prohibit or evict any Exhibit, which in ISA's sole opinion, may detract from the general character of the Exhibition as a whole. In the event of such restriction or eviction, ISA will not be liable for any refunds or expenses of Applicant. If ISA must engage an attorney to collect any amounts due under this Agreement, Applicant agrees to pay all reasonable attorneys' fees and expenses incurred by ISA.
- 14. AMENDMENTS.** If any unforeseen event renders it necessary, ISA may amend these Terms and Conditions and those documents included by reference. All amendments will be published and mailed to each Applicant who shall be bound thereby. Any other changes in the terms and conditions and rules and regulations must be in writing and signed by both parties.
- 15. CO-TENANT PROCEDURES.** The Applicant must provide ISA with written notification of any co-tenants that will occupy the contracted space at ISA EXPO 2009. Notification must include company name, address, telephone and fax information. If a co-tenant requests listings in ISA EXPO 2009 promotional materials, e.g.; advance program, on-site program, website, ISA will assess a fee of \$500 to the contracted Exhibitor. This fee will be assessed for each co-tenant requesting such services. Each co-tenant must expressly agree to all terms and conditions of this Exhibit Space Contract.