

RULES AND REGULATIONS

INTERTRAFFIC NORTH AMERICA 2007

October 10-12, 2007

Fort Lauderdale, Fla.



1. **CONTRACT** – These Rules and Regulations have been expressly incorporated in the “Intertraffic North America 2007 Exhibit Space Contract” by that Agreement for Intertraffic North America 2007 to be held at the Greater Fort Lauderdale/Broward County Convention Center, October 10 - 12, 2007.

Installation Dates:

Monday, October 8, 2007	8:00 a.m. - 5:00 p.m.
Tuesday, October 9, 2007	8:00 a.m. - 2:00 p.m.

Show Dates:

Tuesday, October 9, 2007	6:00 p.m. - 8:00 p.m. (Welcome Reception)
Wednesday, October 10, 2007	11:00 a.m. - 5:00 p.m.
Thursday, October 11, 2007	11:00 a.m. - 5:00 p.m.
Friday, October 12, 2007	11:00 a.m. - 3:00 p.m.

Dismantling Dates:

Friday, October 12, 2007	3:00 p.m. - 10:00 p.m.
Saturday, October 13, 2007	8:00 a.m. - 5:00 p.m.

**Please note: Times are subject to change.*

2. **EXHIBIT SPACE ASSIGNMENT** – Exhibit Space is assigned by Intertraffic North America/Show Management. Every effort is made to take into account the Exhibitor’s preferences in the assignment of exhibit space. Intertraffic North America/Show Management, however, cannot and does not guarantee that the Exhibitor’s preferences in the assignment of exhibit space will be honored. All exhibit space assignments are determined by the sole subjective judgment of Intertraffic North America/Show Management. Intertraffic North America/Show Management shall not be liable to the Exhibitor in the event that the Exhibitor’s preferences in the assignment of Exhibit Space are not honored and/or the Exhibitor is not satisfied with its assignment of exhibit space.

3. SCHEDULE OF PAYMENTS

Please make check payable to Intertraffic North America.

Fifty percent (50%) of Exhibit Space rental fee is due upon submission of signed contracts. Exhibit space will be assigned on a first come, first served basis.

The remaining fifty percent (50%) of Exhibit space rental is due and payable on July 6, 2007.

Contracts submitted on or after July 6, 2007 must be accompanied by a payment in the amount of one hundred percent (100%) of the total exhibit space rental fee.

Contracts received without receipt of payment in accordance with the terms set forth above may be cancelled by Intertraffic North America/Show Management at any time.

4. CANCELLATION POLICY/DOWNSIZING

- A. **CANCELLATION BY EXHIBITOR** – In the event the Exhibitor cancels all or part of the exhibit space contracted hereunder, the following provisions shall apply:
1. If written notice of the cancellation is received by Intertraffic North America/Show Management prior to March 23, 2007, the Exhibitor shall pay a cancellation fee equal to twenty-five percent (25%) of the total cost of exhibit space rental fee.
 2. If written notice of cancellation is received by Intertraffic North America/Show Management on or after March 23, 2007 and prior to July 6, 2007, the Exhibitor shall pay a cancellation fee equal to fifty percent (50%) of the total cost of exhibit space rental fee.
 3. If written notice of cancellation for booth space is received by Intertraffic North America/Show Management on or after July 6, 2007, there will be no refunds.

Exhibit space assigned shall be deemed acceptable by the Exhibitor unless reflected in writing within ten (10) days from the date of Intertraffic North America/Show Management's confirmation (date shown on official confirmation letter). After space has been confirmed and accepted, a reduction in space will be subject to an administrative fee equivalent to 15% of the total cost of the exhibit space originally reserved. Reduction in space may result in relocation of exhibit space at the discretion of Intertraffic North America/Show Management.

- B. **TERMINATION OF CONTRACT/APPLICATION** – In the event the Exhibitor does not make full payment when due under terms of this contract or fails to comply with Intertraffic North America/Show Management regulations outlined in this contract, Intertraffic North America/Show Management may terminate this contract and the Exhibitor shall be responsible for payment to Intertraffic North America/Show Management of all amounts which would have been due Intertraffic North America/Show Management under the terms of this agreement. Intertraffic North America/Show Management may reassign such cancelled space to another Exhibitor at its discretion. Subsequent reassignment of cancelled space does not relieve the cancelling exhibitor of the obligation to pay the cancellation assessment.

5. **CHANGES IN SPACE ASSIGNMENT** – All requests for changes in exhibit space must be submitted in writing and will be accommodated on a space availability basis in the order received and by size of space. A request for a change in exhibit space assignment does not alter the contract payment schedule as outlined in section 3 of this contract. Exhibit space changes will be confirmed in writing.
6. **DEFAULTS** – If the Exhibitor is a party to other contracts with Intertraffic North America/Show Management or including but not limited to contracts for exhibit space, advertising space or direct marketing services, and the Exhibitor fails to make any payment when due under this or any such other contracts (hereinafter the "defaulted contract"), Intertraffic North America/Show Management may, in its sole discretion and without prior notice to the Exhibitor, reapply any or all funds paid by the Exhibitor of such application. In the event that such reapplication shall create a default under a contract other than the defaulted contract, which default is not cured within 10 days after notice to the Exhibitor, then the contract may be terminated by Intertraffic North America/Show Management in which event all the provisions set forth above under the heading "Cancellation Policy" shall apply. If the Exhibitor fails to comply with the terms herein, in addition to any and all other remedies available to Intertraffic North America/Show Management in law or in equity, Intertraffic

North America/Show Management shall be entitled to retain any and all payments received from the Exhibitor as additional liquidated damages.

- 7. BOOTH SHARING/PROGRAM LISTING** – The company named on this contract is considered an official Exhibitor. Companies not submitting an application/contract for exhibit space will not be recognized by Intertraffic North America/Show Management as official Exhibitors, nor will they receive any of the benefits and services made available to official Exhibitors. It is further agreed that the Exhibitor shall not assign, share or sublet any part of its exhibit and space without having each additional sharing company complete an application/contract and pay the \$1,000 share fee. Intertraffic North America/Show Management maintains the exclusive right to publish and distribute the list of exhibitors; however, a publisher may include the list of Exhibitors as part of an ongoing publication. As a service to Exhibitors, Intertraffic North America/Show Management will identify each Exhibitor (who completes the necessary directory form by the stated deadline) in the official show directory; however, Intertraffic North America/Show Management will incur no liability for any errors, omissions or format changes in the directory. If the directory form is not returned, the company information listed will be taken from this contract. All terms of the contract apply to assigns, shares or sublets.
- 8. WAITLIST** – By accepting an application/contract for exhibit space, Intertraffic North America/Show Management is in no way guaranteeing space will be available. If an Exhibitor is placed on a waitlist for exhibit space, said Exhibitor may cancel off the waitlist at any time with no penalty. However, if a space becomes available and is accepted, all terms of this contract apply.
- 9. AMENDMENTS TO REGULATIONS** – It is agreed that Intertraffic North America/Show Management shall have free and exclusive power in the matter of interpretation, amendment and enforcement of all regulations that appear on this contract. This agreement is subject to and subordinate to the agreement between the Greater Fort Lauderdale/Broward County Convention Center and Intertraffic North America/Show Management covering the Intertraffic North America 2007 exhibit areas at this property (and other facilities which may be used) for the period of the Intertraffic North America 2007 show, move-in through move-out. All rules are subject to change in accordance with Fire Marshal regulations. Exhibitors must comply with all the laws, regulations and ordinances in force in the exhibit facility, City of Fort Lauderdale, the State of Florida and the United States.
- 10. LIABILITY** – Intertraffic North America/Show Management shall not be liable for failure to perform its obligations under this contract as a result of strikes, riots, acts of nature, Government intervention, or any other causes that shall make it impossible or inadvisable to hold the Show or portion thereof at the time and place herein provided. Then and thereupon this agreement shall terminate and said Exhibitor shall and does hereby waive any claim for property or other damages or compensation except the pro rata refund on the amount paid after deduction of actual expenses incurred in connection with the show and there shall be no further liability on the part of either party.

Anyone visiting, viewing or otherwise participating in the exhibits is deemed to be the invitee or licensee of the Exhibitor, rather than the invitee or licensee of Intertraffic North America/Show Management. Intertraffic North America/Show Management 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. The Exhibitor agrees to abide by existing agreement and regulations covering the use of services or labor in the conference and exhibit facility. The Exhibitor assumes full responsibility and liability for the acts or omissions of its agents, employees or independent contractors, whether acting within or without the scope of their authority and agrees to hold harmless Intertraffic North America/Show Management and the exhibit hall from responsibility or liability resulting directly or indirectly from any such acts or omissions. It is understood and agreed that Intertraffic North America/Show Management is not the owner of the premises and is not responsible for providing any services to the Exhibitor. Intertraffic North America/Show

Management shall not be liable to the Exhibitor if any services are not provided and the Exhibitor agrees to hold harmless and indemnify Intertraffic North America/Show Management against any claim with respect thereto. It is understood and agreed that this agreement shall not be in any way construed so as to create a landlord-tenant relationship between parties hereto. There is no other agreement or warranty between the Exhibitor and Intertraffic North America/Show Management except as set forth in this document and the Exhibitor Service Manual which are made part of the Application/Contract for Exhibit Space.

11. INSURANCE – The Exhibitor agrees to obtain, and bear the expense of adequate personal and property damage liability and worker's compensation insurance. All Exhibitor Appointed Contractors must obtain the same. Such insurances shall name Intertraffic North America, Amsterdam RAI, ARTBA, the Greater Fort Lauderdale/Broward County Convention Center and their officers, agents, directors and employees as additionally insured. The insurance is to cover the full period of occupancy in the premises by the Exhibitor; its agents, servants, employees, guests and/or invitees.

12. USE OF SPACE/PROHIBITIONS/EXHIBIT STANDARDS – Exhibitors' distribution of promotional materials shall remain confined to their Exhibit Space and may not extend to Common Spaces. Exhibits must be staffed during exhibit hours. Exhibitors with booth personnel under 16 years of age must obtain written permission from Intertraffic North America/Show Management prior to show opening. All demonstrations or other promotional activities must be confined to the limits of their exhibit space. Sufficient space must be provided within the exhibit space for the comfort and safety of persons watching the demonstrations and other promotional activities. Refer to the Exhibitor Service Manual for specifications. Each Exhibitor is responsible for keeping the aisles near its exhibit space free from congestion caused by demonstrations or other promotions. Intertraffic North America/Show Management reserves the right to restrict exhibits which, because of noise, method of operations, distribution or display of sexually explicit materials or conduct, or any materials or for any other reason become objectionable, including but not limited to those exhibits which violate the intellectual property rights of others, and also to prohibit or to remove any exhibit which, in its opinion, may detract from the general character of the Show as a whole, or consists of products or services inconsistent with the purpose of the Show, including but not limited to those exhibits which violate the intellectual property rights of others. This reservation includes persons, things, conduct, printed matter, and anything of character which Intertraffic North America/Show Management determines is objectionable. In the event Intertraffic North America/Show Management exercises this right, Intertraffic North America/Show Management shall not be liable for any refunds or other exhibit expenses. The Exhibitor agrees to waive and release Intertraffic North America/Show Management from all claims of any character against Intertraffic North America/Show Management by reason of its exercise of its rights under this provision, and further agrees to waive any and all rights which may arise under this license. No animals may be offered or displayed as a part of the exhibit. In addition, no stickers or noisemaking objects (poppers, clicking devices, etc.) may be distributed for promotional purposes. If found in violation, the Exhibitor will be responsible for any costs related to the removal of such items from convention center property.

13. HEIGHT LIMITATIONS

In-line Booths (10'x10' increments):

There is an 8' limitation for booth construction and logos/company identification. Nothing shall be hung or suspended from the ceiling. Height restrictions include not only booth construction but also the height of equipment, furnishings, personnel or guests may not exceed the height restriction. Unfinished portions of the booth will be draped at the Exhibitor's expense. No exceptions!

Island Exhibits (20'x20' minimum):

There is a 16' limitation for booth construction and logos/company identification (when attached to and/or part of the booth construction), except where limited by facility ceiling height. Height restrictions include not

only booth construction but also the height of equipment, furnishings, personnel or guests may not exceed the height restriction.

No display or exhibit structure shall exceed 16' in height for booth construction at any point except:

- (A) Equipment and/or products that are germane to the exhibit may be considered for a waiver by Intertraffic North America/Show Management. Requests for waiver must be accompanied with a floor plan depicting the exception and must be submitted with the original space request. When equipment and/or products are used in an exhibit, they may not be raised or suspended in any fashion to exceed the 16' height limitation (including personnel or guests) or in any fashion extend the minimum height of the equipment and/or product being displayed.
- (B) Where a waiver to the 16' height restriction has been granted and where the Exhibitor's equipment and/or product itself exceeds 16', the said equipment and/or product must not block any other exhibit and must therefore be displayed either (1) only within an island booth (placement of the exhibit subject to Intertraffic North America/Show Management approval and decision of Intertraffic North America/Show Management is final), or (2) in a booth located against a wall of the exhibit facility.
- (C) Where, in the judgment of Intertraffic North America/Show Management, an exhibit height in excess of 16' serves a functional purpose necessary to the proper display of the equipment and/or product.

The above restrictions will be strictly enforced and adhered to by Intertraffic North America/Show Management. Any portion of any exhibit exceeding 16' in height or not in compliance with the above restrictions or not having been granted a waiver will be ordered dismantled immediately, whether noted before or during the Exposition. Any company whose exhibit is dismantled will not be entitled to any refund or compensation for lost income opportunity.

14. EXHIBIT STANDARDS – The Exhibitor understands and agrees that this contract is a revocable license and Intertraffic North America/Show Management reserves the right to terminate and revoke the license granted by this agreement for good cause. In the event Intertraffic North America/Show Management exercises this right, Intertraffic North America/Show Management shall not be liable for any refunds or other exhibit expenses. The Exhibitor agrees to waive and release Intertraffic North America/Show Management from all claims of any character against Intertraffic North America/Show Management by reason of such termination, and further agrees to waive any and all rights which might arise under this license. Intertraffic North America/Show Management further reserves the right to reallocate space in the interest of a better showing of exhibits or for any other reason.

15. SECURITY AND LIABILITY – Neither Intertraffic North America/Show Management, nor its agents or representatives, will be held responsible for any injury, loss or damage that may occur to the Exhibitor, the Exhibitor's employees or the Exhibitor's property. Exhibitors should insure their property from the time it leaves their warehouse until it returns. Under no circumstances will Intertraffic North America/Show Management be liable for lost profits or other incidental or consequential damages. The Exhibitor hereby agrees to indemnify and hold harmless Intertraffic North America/Show Management, its partners, agents and representatives from any claim, loss, liability or damage suffered as a result of the operation of the exhibit.

16. INSTALL/DISMANTLE OF EXHIBIT – All exhibits should be set up by 2:00 p.m., Tuesday, October 9, 2007. Booth space not occupied by October 9, 2007, at 2:00 p.m. may revert to Intertraffic North America/Show Management with no refund offered. Exhibitors may not dismantle any part of their exhibits until the close of the show, Friday, October 12, at 3:00 p.m. All exhibits must be removed by 5:00 p.m. on Saturday, October 13, 2007. Details will be provided in the Exhibitor Services Manual. Materials not removed by these times may be

removed by Intertraffic North America/Show Management and placed in storage at the Exhibitor's expense.

- 17. FIRE SAFETY/BOOTH DESIGN** – The Exhibitor will abide by all regulations set forth by Intertraffic North America/Show Management, the Greater Fort Lauderdale/Broward County Convention Center and the Fort Lauderdale Fire Department. Refer to your Exhibitor Services Manual for detailed regulations. Such approval and/or compliance with Intertraffic North America regulations do not constitute Intertraffic North America/Show Management approval or opinion on the structural safety of construction. The Exhibitor and its display company remain solely liable for the safety of the exhibit. Exhibitors may choose a bona fide display company; however, the display company must also maintain insurance as detailed in section 11. Double-decker exhibits are strictly prohibited under all circumstances. Exhibits referred to as multi-story are also strictly prohibited. The Exhibitor hereby represents and warrants to Intertraffic North America/Show Management that the Exhibitor has taken all precautions necessary to ensure the sound engineering and structural integrity of its exhibit design and the proper construction and safety of the exhibit itself, as erected, including obtaining the certification of a registered structural engineer if reasonably available. The Exhibitor accepts responsibility for any personal injury or property damage that may result directly or indirectly from the collapse of its exhibit or any portion thereof or the existence of any other unsafe condition at its exhibit. The Exhibitor hereby agrees to indemnify and hold harmless Intertraffic North America/Show Management and its partners, agent and representatives, the exhibition facility and others lawfully on the exhibit floor, from and against any claim, loss, liability or damage suffered as a result of any claim made in connection with the exhibit construction of an unsafe exhibit. The Exhibitor will furnish Intertraffic North America/Show Management with the engineering and/or insurance certificates referred to herein upon request prior to or during Intertraffic North America.
- 18. FOOD SERVICE** – The Greater Fort Lauderdale/Broward County Convention Center will provide an exclusive caterer for all food and beverage services within the entire facility.
- 19. EXCLUSIVE SERVICES** – For insurance, safety and security purposes, electrical, telephone, cleaning, catering, sign hanging, drayage, security, and other special service needed by individual Exhibitors are provided only when the Exhibitor orders and agrees to pay for these services from the exclusive suppliers authorized to provide such services. Exclusive suppliers are listed in the Exhibitor Services Manual.
- 20. TAXES AND LICENSES** – The Exhibitor shall be responsible for obtaining any licenses, permits, or approvals under local or state law applicable to their activity at Intertraffic North America 2007. The Exhibitor shall be responsible for obtaining any tax identification numbers and paying all taxes, license fees or other charges that shall become due to any governmental authority in connection with their activities at Intertraffic North America.
- 21. AMERICANS WITH DISABILITIES ACT (ADA)** – Exhibitors must be in full compliance with the Americans with Disabilities Act (ADA) and are encouraged to be sensitive, and as reasonably accommodating as possible, to attendees with disabilities. Information regarding ADA compliance is available from the U.S. Department of Justice ADA Information Line (800)514-0301 (US only) and from website www.usdoj.gov/ada/infoline.htm. The Exhibitor hereby agrees to indemnify and hold harmless Intertraffic North America/Show Management, its agents and representatives, from any claim or liability that may result from the Exhibitor's failure to comply fully with the ADA.
- 22. FEES, ROYALTIES AND FINES** – The use of the exhibit space by the Exhibitor in any manner which infringes upon public performance or copyright laws is expressly prohibited and the Exhibitor acknowledges that Intertraffic North America/Show Management does not exercise control over the selection of any work which may be used by the Exhibitor that is protected by public performance or copyright laws. Exhibitors are responsible for payment of all fees, royalties or fines for use of work that is protected by public performance or copyright laws. The Exhibitor hereby agrees to indemnify and hold harmless Intertraffic North America/

Show Management, its agents and representatives, from any claim or liability that may result from Exhibitor's failure to obtain appropriate licenses.

- 23. APPLICABLE JURISDICTION** – Although Intertraffic North America/Show Management and Exhibitors do business in various state jurisdictions, this contract shall be governed, constructed and enforced in accordance with the laws of the state of Florida and its courts. In the event that it shall be necessary for Intertraffic North America/Show Management to bring suit to enforce any of its rights hereunder, Intertraffic North America/Show Management shall be entitled to recover all costs of such suits including attorneys' fees.
- 24. EXHIBIT FACILITY REGULATIONS** – Exhibitors or agents must not impair or deface the walls or floors of the building, the exhibit spaces, or the equipment of the exhibit spaces. When such damage appears, the Exhibitor is liable to the owner of the property so damaged. All materials used in a decoration must be flame proofed. Electric wiring must conform to the National Electric Code Safety rules and all other applicable rules, regulations, fire laws, electrical codes and other laws of the city in which the exposition is located, and any other government authority maintaining jurisdiction over the said exposition facility, which affect the installation, conduct and disassembly of its exhibit. Combustible materials or explosives are not permitted in the exhibit hall. The Exhibitor shall also comply with all reasonable requests of officials of the exhibit hall and Intertraffic North America/Show Management with respect to the installation, conduct and disassembly of its exhibit.
- 25. MISCELLANEOUS** – It is agreed by and between Intertraffic North America/Show Management and the Exhibitor that no oral representation or promise of any nature not contained in this document has been made by either party to the other, and that any modification of the agreement must be made in writing and signed by both parties.
- 26. REPRESENTATIONS** – This contract constitutes a revocable license by and between Intertraffic North America/Show Management and the Exhibitor. Intertraffic North America/Show Management hereby grants to the Exhibitor a license to enter onto the premises of the Greater Fort Lauderdale/Broward County Convention Center and use it for the purpose of exhibiting at Intertraffic North America 2007 as provided for and pursuant to the terms set forth herein. The Exhibitor represents and warrants that all information provided herein is correct and accurate as of the time of execution of this agreement, that it will promptly comply with all obligations incurred by it hereunder and abide by all terms set forth herein and indemnify and hold Intertraffic North America/Show Management harmless if the Exhibitor does not meet their obligations under the agreement.

27. INTERPRETATION OF STATEMENT

- (A) Waiver** - The waiver or failure of either party to exercise in any respect any right provided for in this Agreement shall not be deemed a waiver of any further or future rights hereunder.
- (B) Captions and Headings** - The section captions and headings used in this Agreement are provided for convenience only and shall not be construed as limitations on the scope of this Agreement taken as a whole or on the particular sections to which the captions or headings refer.
- (C) Words** - Words of any gender used in this Agreement shall be held to include any other gender; and words in the singular number shall be held to include the plural where the sense requires.

- 28. SPECIFIC CHANGES TO REGULATIONS** – Any and all matters and questions not specifically covered by the articles in this contract shall be subject to the decision of Intertraffic North America/Show Management. The aforementioned items covered by this contract may be amended at any time by Intertraffic North America/Show Management in the interest of the Exposition, and written notice thereof shall be binding on Exhibitors.

