

## SHARE TECHNOLOGY EXCHANGE EXPO

SHARE in San Antonio • February 28-March 4, 2016 • Henry B. Gonzalez Convention Center  
SHARE in Atlanta • July 31-August 5, 2016 • Atlanta Marriott Marquis

These Contract Rules and Regulations are part of the SHARE Technology Exchange Expo Exhibitor Contract — Booth and Sponsorship Applications. By signing the Application and Contract for Exhibit Space, Exhibitor agrees to abide by these Rules and Regulations. Please forward these Rules and Regulations to the person(s) in charge of your exhibit at the SHARE Technology Exchange Expo.

### 1. NATURE OF EXHIBITION

The SHARE Technology Exchange Expo's objective is to showcase products and services that support our Members' business information technology strategies. Exhibitor displays are limited to products and services that are complementary with IBM information technologies. Examples of appropriate products and services are application software, systems management software, network management software, application development tools, peripheral devices, education or educational materials and consulting services.

### 2. ELIGIBILITY

The exhibit area is open to companies whose products and services are directly related to the information technology field. SHARE Inc. reserves the right to refuse any company whose display of goods or services is not, in the opinion of SHARE Inc., compatible with the general character and objectives of the SHARE Technology Exchange Expo.

SHARE Inc. reserves the right to remove, at the Exhibitor's expense, any merchandise deemed by the Board of Directors as not suitable for display at the SHARE Technology Exchange Expo.

SHARE Inc. reserves the right to revoke an Exhibitor's Agreement should the Exhibitor's products and/or services be considered ineligible by the terms listed above.

### 3. EXHIBIT DAYS AND HOURS

#### Exhibit Hours

Monday 4:00 p.m. – 7:30 p.m.  
Tuesday 4:00 p.m. – 7:30 p.m.  
Wednesday 10:30 a.m. – 1:30 p.m.

*This schedule is tentative and subject to change.*

### 4. BOOTH RENTAL RATES AND PAYMENTS

Exhibit space will be charged at the rate of \$3,675 per 10' x 10' booth in accordance with the Application. To confirm exhibit space, full payment must accompany the appropriate Application and Contract. If any Exhibitor fails to perform any other term or condition of the contract, or fails to observe and abide by these Contract Rules and Regulations, SHARE Inc. reserves the right to terminate the contract immediately without refund of any monies previously paid. Checks should be made payable to SHARE Inc. and should be mailed with the Application and Contract for Exhibit Space to: SHARE Inc.; Attn: Exhibits; 8334 Solutions Center; Chicago, IL 60677-8003.

### 5. CANCELLATIONS AND REDUCTION OF SPACE

For any exhibit space canceled or reduced and any sponsorship canceled prior to 90 days out from the start of the event, the Exhibitor will incur an administrative fee of 50% of the total booth and/or sponsorship cost. If cancellation or reduction of exhibit space is made after 90 days out from the start of event, there will be no refund and all exhibit space and/or sponsorships contracted for must be paid in full. The unpaid balance is due at the time of cancellation. SHARE Inc. will be entitled to all monies paid and owed as liquidated damages. Exhibitors will not be permitted to set up their exhibit display until full payment has been made. SHARE Inc. reserves the right to reassign the canceled or reduced space without obligation to the Exhibitor.

If a canceled space is the result of a merger or acquisition, the purchasing company is responsible for cancellation fees as stated above.

Acknowledgment of the receipt of an Application or negotiation of the appropriate deposit does not constitute an acceptance of an Application. In those instances where a booth space and/or sponsorship application is declined, SHARE Inc. will refund such deposit in full.

SHARE Inc., in the event of conflicts regarding space requests or conditions beyond its control, reserves the right to rearrange the floor plan. SHARE Inc. may relocate any exhibit space at any time with the understanding that, if the Exhibitor does not agree with such relocation, his deposit and/or full payment for exhibit space will be refunded.

Any space not claimed and occupied for which no special arrangements have been made prior to 2:00 p.m., Monday (opening day of the show), may be resold or assigned by SHARE Inc. without obligation on the part of SHARE Inc. for any refund whatsoever.

### 6. SPACE ASSIGNMENT

Initial booth space assignment will be made three months prior to the upcoming SHARE Technology Exchange Expo. A point system will be used to establish priority for the assignment of exhibit space each Exhibitor has requested on the Application and Contract for Booth Space.

Priority points are awarded to Exhibitors based on their participation at the SHARE Technology Exchange Expo. Priority booth selection will be given to Premier Sponsors based on sponsorship level. For a breakdown of how points are awarded or point totals, please contact SHARE Show Management.

The point system will remain in effect for all applications received up to the initial space assignment. Applications received after initial space assignment will be handled on a first-come, first-served basis.

The preferences given for booth space location are for guidance and are not guaranteed. SHARE Inc. does not represent that any space will be available to any applicant. If space is not available, a waiting list will be developed in the order of the date of receipt by SHARE Inc. of each completed Application and Contract for Exhibit Space. SHARE Inc. will refund all payments received with the Application and Contract for Exhibit Space to any applicant for whom space is not available.

### 7. SUBLETTING OF EXHIBIT AND PROHIBITED USES

Exhibitors are prohibited from assigning or subletting a booth or any part of the space and/or sponsorships allotted to them. Nor shall they exhibit in their space any merchandise or advertising materials which are not part of their regular products and services, or which are not compatible with the character of SHARE, without a written request and approval from SHARE Inc. SHARE reserves the right to terminate any portion of the exhibit that is not in accordance with these Rules and Regulations without prior approval.

### 8. INSTALLATION OF EXHIBITS

#### Installation of exhibits:

Sunday 1:00 p.m. – 6:00 p.m.  
Monday 8:00 a.m. – 2:00 p.m.

If erection of any exhibit has not started by 1:00 p.m. on Monday (opening day of the show), Show Management shall order the exhibit to be erected and the Exhibitor billed for all charges incurred. All exhibits must be fully operational by 2:00 p.m. on Monday (opening day of the show).

*NOTE: Set-up hours specified here are subject to change, in which case, all Exhibitors will be notified in writing.*

### 9. REMOVAL OF EXHIBITS

All exhibits will close promptly at 1:30 p.m. on Wednesday (closing day of the show). Exhibitors are requested not to interfere with the return of empty crates.

#### Dismantle (Move-Out)

Wednesday 1:30 p.m. – 6:00 p.m.

All exhibit displays are to be kept intact until the closing of the SHARE Technology Exchange Expo. No part of an exhibit shall be removed during the SHARE Technology Exchange Expo without special permission from SHARE Show Management. Any Exhibitor who begins the dismantling of his/her display before the close of the show will lose his/her company's priority status in future SHARE Technology Exchange Expos and may altogether lose the privilege of exhibiting.

All freight must be removed from the Event Facility/Hotel by 7:00 p.m., Wednesday. If exhibits are not removed by this time, Show Management has the right to remove exhibits and charge the expense to the Exhibitor.

### 10. CONTRACTOR SERVICES

60 days out from the show, SHARE Inc. will send an online Exhibitor Service Manual to all Exhibitors. SHARE Inc. will designate contractors to provide various services other than supervision. The Exhibitor shall provide only the material and equipment which they own and is to be used in the allotted space. All other items used in the booth are to be provided only by such contractors.

An exception will be granted only if it will not interfere with or prejudice the orderly setup, interim services or dismantling of the SHARE Technology Exchange Expo. An exception will not be granted if it is inconsistent with the commitments made and obligations assumed by SHARE Inc. in any contract with service contractors, or its lease with the Event Facility/Hotel. For services such as electrical, telephone, drayage and rigging, no exceptions will be made and the contractor designated by SHARE Inc. must be used.

All employees, representatives or agents representing the Exhibitor must be fully identified by the official SHARE registration badge. All agents or representatives who are performing services at the Event Facility/Hotel directly for an Exhibitor other than the Exhibitor's employees must provide SHARE Inc. with certificates of insurance at the same time a request for an exception is made.

The official drayage contractor will have complete control of all dock and loading facilities. The contractor will receive all direct and advance shipments and van loads, handle all freight and provide all rigging labor and equipment. All services not ordered in advance must be procured through the Exhibitor Service Desk, which will be maintained onsite in the exhibit hall.

### 11. BOOTH CONSTRUCTION/ DESIGN/LAYOUT

Standard booth equipment for each Exhibitor will consist of the following:

- One six foot (6') skirted display table
- Two side chairs
- One 500 watt electrical outlet
- Identification sign (7" x 4")
- Three foot high (3') draped division side rails
- Eight foot high (8') draped back wall with aluminum uprights
- Four complimentary Exhibitor Registration badges with option to purchase additional badges at \$200 each.

*(continued on next page)*

# SHARE 2016 Rules and Regulations *(continued)*

- One Full Event Registration badge upgrade for \$1,150. All booths start at 10' x 10' and in increments of 10' x 10'.

Please note: no credit for electrical will be issued should the outlet provided not be required or should your electrical requirements differ from the outlet provided in the standard booth package.

SHARE Show Management will provide and arrange for the erection of necessary draped background of uniform style.

Exhibitors will be bound by the IAEE booth configuration rules included in the online Exhibitor Services Manual.

The intent of these regulations relating to exhibit construction is to provide each Exhibitor a reasonable sightline from the aisle, to create a uniform and professional-looking display and to permit all Exhibitors maximum use of floor space for which they have contracted.

## 12. INSURANCE AND LIABILITY

Neither SHARE Inc., its members, officers, representatives or employees, nor the Event Facility/Hotel, nor General Contractors representatives or employees, will be responsible for any injury, loss or damage that may occur to the Exhibitor or the Exhibitor's employees or property from any cause whatsoever, prior, during, or subsequent to the period covered by the exhibit contract. It is understood by the Exhibitor that the nature of the facilities available, the presence and circulation of large numbers of people, the difficulty of effective supervision over the protection of large numbers of removable articles in many booths and various other factors, make it reasonable that each Exhibitor shall assume the risk of any such injury, loss or damage. The Exhibitor, by signing the Application and Contract for Exhibit Space, thereby assumes such risk and expressly releases and agrees to indemnify SHARE Inc. and its members, officers, representatives and employees from any and all claims for any such loss, damage or injury.

SHARE Inc. reserves the right to modify these Contract Rules and Regulations, or any part of them, if ordered to do so by an authorized Government official and SHARE Inc. shall not be liable to any Exhibitor for any loss or damage resulting from such modifications.

Perimeter guard service will be furnished, but the furnishing of security personnel shall not be deemed to affect the non-liability of SHARE Inc. and its members, officers, representatives and employees; the official service contractors; the Event Facility/Hotel, its officers, representatives and employees; nor to modify in any way the assumption of risk and release provided for above. If insurance is desired, it must be provided by the Exhibitor.

In the case that said premises shall be destroyed by fire or the elements or by any cause, or in the case of Government intervention regulation, military activity, strikes or any other circumstances that make it impossible or inadvisable for SHARE Inc. to hold the show at the time and place provided in the Application and Contract for Exhibit Space, then and thereupon the contract shall terminate and the Exhibitor shall waive any claim for damages or compensation, except the pro rata return of the amount paid for space, after deduction of actual expenses incurred in connection with the show, and there shall be no further liability on the part of either party.

It is recommended that Exhibitors obtain adequate insurance coverage at their own expense for property loss or damage and liability for personal injury.

## 13. PROHIBITION OF SELLING PRODUCTS AND TAKING ORDERS FOR SHOW DELIVERY

SHARE Inc. provides exhibit space for Exhibitors to display and demonstrate products on the basis of their potential informational and commercial value, and not for the purpose of direct or onsite commerce. Sales transactions involving the exchange of product for payment are prohibited.

## 14. SPECIAL VISUAL AND AUDIO EFFECTS

Audiovisual and other sound and attention-getting devices and effects will be permitted only in those locations and in such intensity as, in the opinion of the SHARE Show Management, do not interfere with the activities of neighboring Exhibitors. Operational equipment demonstrated may not create noise levels objectionable to neighboring Exhibitors.

## 15. USE OF SPACE — GENERAL

**All marketing activities of each Exhibitor on the show floor must be confined to the Exhibitor's allotted booth space.** Demonstrations in booths must be designed to take place and keep the audience within the existing booth space to allow free access in aisles. If clarification is needed on a specific activity, please submit it to SHARE Inc. for approval.

All giveaway items with the exception of disposable tote bags, pens, pencils, luggage tags, pocket calendars, and any sideshow tactics, or other undignified methods considered

by SHARE Inc. to be objectionable, are expressly prohibited in the exhibit area. Demonstrations using live models are subject to the approval of SHARE Inc. Prizes, awards, drawings, raffles, lotteries or contests may be permitted. Requests for approval of such activities must be submitted to SHARE Show Management three weeks prior to the exhibition date.

## 16. USE OF SHARE TECHNOLOGY EXCHANGE EXPO NAME

SHARE Technology Exchange Expo is a trade name belonging to SHARE Inc. Participation by an Exhibitor at the SHARE Technology Exchange Expo does not entitle the Exhibitor to use such names other than with reference to participation as an Exhibitor in the SHARE Technology Exchange Expo. Participation in the SHARE Technology Exchange Expo does not imply endorsement or approval by SHARE Inc. of any product, service or participant and none shall be claimed by any participant.

## 17. HOTEL SUITES AND MEETING ROOMS

SHARE Inc. reserves the right to control all suites and meeting rooms in the hotel(s) participating in housing for SHARE. These controls have already been set up with the proper persons in the housing property. No Exhibitor will be allowed to host hospitality suites, meeting rooms, entertainment, meetings, tours, special events, parties or other private functions during the SHARE event without prior written approval by SHARE Inc. Marketing activities are limited to the show floor of the SHARE Technology Exchange Expo unless permission is granted otherwise by SHARE Inc.

## 18. FIRE REGULATIONS

Fire regulations prohibit the use of paper, crepe paper, corrugated paper or cardboard or any other highly combustible or flammable material for decoration of Exhibitors' booths. All materials used in the exhibit must be of a non-flammable nature. Electric signs and equipment must be wired to meet the specifications of local fire authorities.

Fire extinguishers on walls or on the floor or elsewhere may not be removed or obstructed in any manner.

No materials may be stored behind booth draperies.

## 19. VENDOR SPONSORED PRESENTATIONS

Vendor Sponsored Presentations are 60-minute time slots and will be held Monday–Thursday. These sessions will be scheduled during regular event hours and will take place simultaneously with technical education sessions. In a Vendor Sponsored Presentation, or in the exhibit hall, a vendor may present relevant educational content or openly discuss any product or service the company offers that are complementary with IBM information technologies. Vendors are allowed to offer raffles and/or giveaways and gather leads during their allotted presentation time. Only one Vendor Sponsored Presentation can be requested 60 days out from the start date of the conference. If available, additional requests can be made after 60 days out. Companies are required to purchase exhibit space at the SHARE Technology Exchange Expo to be eligible for a Vendor Sponsored Presentation. Companies purchasing a Vendor Sponsored Presentation are required to submit an abstract for the online search tool. SHARE Inc. will supply one LCD projector and one screen for the Vendor Sponsored Presentation. Any additional audio-visual equipment required will be the responsibility of the sponsor, and not SHARE Inc. Any handout materials or duplication thereof will be the responsibility of the sponsor, and not SHARE Inc. All meeting rooms will be set dependent on room size and capacity. There will be no changes permitted to the room set. Food and/or beverages are not permitted. SHARE Inc. shall have the right to assign the specific date and time of Vendor Sponsored Presentations. Also, in the event of a conflict regarding space or other imperative conditions, SHARE Inc. reserves the right to reassign the date and/or times of all Vendor Sponsored Presentations at any time before or during the event.

## 20. INTELLECTUAL PROPERTY MATTERS

The Exhibitor represents and warrants to SHARE Inc. that no materials used in or in connection with their exhibit infringe the trademarks, copyrights (including, without limitation, copyrights in music and other materials used or broadcast by Exhibitor) or other intellectual property rights of any third party. The Exhibitor agrees to immediately notify SHARE Inc. of any information of which Exhibitor becomes aware regarding actual or alleged infringement of any third party's trademarks, copyrights or other intellectual property rights. The Exhibitor agrees to indemnify, defend and hold SHARE Inc., its agents, successors and assigns harmless from and against all losses, damages and costs (including reasonable attorneys' fees) arising out of or related to claims of infringement by Exhibitor of the trademarks, copyrights and other intellectual property rights of any third party. Notwithstanding the foregoing, SHARE Inc. shall not be liable for and expressly disclaims all liability for infringement or alleged infringement of the trademarks, copyrights or other intellectual property of any third party arising out of the actions of an Exhibitor.

## 21. GENERAL

All matters and questions not covered by the regulations are subject to the decision of SHARE Inc. SHARE Inc. may amend these regulations at any time, and all amendments shall be equally binding on all parties affected by them, as are the original regulations. In the event of any amendment or additions to these regulations, SHARE Inc. will give written notice to such Exhibitors as may be affected by them.

Any Exhibitor not abiding by the Rules and Regulations set forth herein will lose the privilege of exhibiting. The Rules and Regulations set forth herein will be enforced.

All SHARE Inc. event participants are required to abide by SHARE Inc. Canons of Conduct.

## CANONS OF CONDUCT

- Properly register and display appropriate credentials.
- Abide by the Bylaws and Policies of SHARE.
- Not engage in information technology sales, including direct or indirect solicitation, or conduct any other activity contrary to the purposes of SHARE. The term "sales" is defined as the proposal, negotiation, or acceptance of terms and/or conditions associated with the use, rental, lease, purchase, or return of information technology strategies, architectures, products, or services.
- Not distribute brochures, flyers, promotional materials, etc., or post displays of any kind without approval of the Secretary or designee(s).
- Not engage in any form of personnel recruiting at SHARE activities.
- Not use the SHARE name other than in the conduct of SHARE business as determined by the Board of Directors.
- Not use any SHARE membership list or any part thereof except in the conduct of SHARE business as determined by the Bylaws and/or the Board of Directors.
- Restrict the use of SHARE technical information or materials (work products, works in progress, and databases), in any media form, to the purposes defined by the Bylaws and/or the Board of Directors. Examples include, but are not limited to, white papers, requirements, conference files, conference agendas, plans, SHARE Proceedings and the SHARE Secretary's Distributions.
- Refrain from engaging in any activity which violates the proprietary rights of their employers, SHARE, or any other person or organization.
- Conduct themselves and their activities in a professional manner marked by integrity and a spirit of fair play.
- Not engage in any form of harassment of another attendee.
- Not make illegal copies of copyrighted and/or licensed software or use unauthorized copies on SHARE computers.
- Not engage in any exchange of information or other behavior that violates the antitrust or import/export laws of the United States.
- Not use SHARE's computer equipment to intentionally download or otherwise access content considered illegal to view or possess.
- Not intentionally use SHARE's computer equipment to host illegal content, act as mass e-mail servers, or participate in denial of service or other attacks upon other computer systems.

## SHARE SHOW MANAGEMENT CONTACT INFORMATION:

Address: 330 N. Wabash Ave. #2000  
Chicago, IL 60611

Email: [SHAREshowgmt@SHARE.org](mailto:SHAREshowgmt@SHARE.org)

## SHARE INC. CONTACT INFORMATION:

Address: 330 N. Wabash Ave. #2000  
Chicago, IL 60611

Email: [SHAREHQ@SHARE.org](mailto:SHAREHQ@SHARE.org)