

These Rules and Regulations are part of the SHARE® Technology Exchange Expo Exhibitor and Sponsorship sign up process. By submitting an order 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. SHARE reserves the right to determine whether any product or service is appropriate to exhibit at the SHARE Technology Exchange Expo.

2. ELIGIBILITY

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

SHARE 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 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..... 4:30 p.m. – 7:30 p.m.
- Tuesday..... 4:30 p.m. – 7:30 p.m.
- Wednesday.... 11:00 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 reserves the right to terminate the contract immediately without refund of any monies previously paid. Checks should be made payable to SHARE Association and should be mailed to:

SHARE Association

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 on or 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 on or after 89 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 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 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 will refund such deposit in full.

SHARE, in the event of conflicts regarding space requests or conditions beyond its control, reserves the right to rearrange the floor plan. SHARE may relocate any exhibit space at any time with the understanding that, if the Exhibitor does not agree with such relocation, its 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 without obligation on the part of SHARE for any refund whatsoever.

If for any reason beyond SHARE's control, and the event(s) must be cancelled, shortened, delayed or otherwise altered or changed, Exhibitor understands and agrees that all losses and damages which it may suffer as a consequence thereof are its responsibility and not that of SHARE, its directors, officers, employees or agents. If SHARE cancels the event(s) for reasons beyond SHARE's control, Exhibitor will receive 100% refund of monies paid for their exhibit and/or sponsorship contract, or the option of a credit for the next SHARE event. Exhibitor understands that they may lose all monies it has paid for other costs and expenses they have incurred, including travel to the show, setup, lodging, freight, employee wages, etc.

6. EXHIBITOR BOOTH SPACE SELECTION

Booth Space Selection will occur on a date/time defined by SHARE with at least 1 weeks' notice provided via email or phone. Space selection will occur by in the following order:

- Premier Sponsors will be in order from Platinum to Bronze with all remaining exhibitors following in priority point order
- Within each Premier Sponsor Group, selection will occur in priority point order
- Exhibitors unavailable at their designated slot may lose their spot within the pre-designated selection order and may be moved to the end of the process and should notify SHARE Show Management immediately

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 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 of each completed Contract for Exhibit Space. SHARE Show Management reserves the right to hold 6 – 8 booths to remain 10x10 and not combined with any other booths. SHARE will refund all payments received with the 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, 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 will send an online Exhibitor Service Manual to all Exhibitors. SHARE 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 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 must be used.

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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 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 44")
- 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 \$260 each.
- One Full Event Registration badge upgrade for \$1,520.

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, its Members, officers, directors, 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, defend and hold harmless SHARE, its Members, officers, directors, representatives and employees, and each of them ("Indemnitees"), from any and all claims for any such loss, damage or injury and from any and all claims, actions, causes of action, demands or liabilities of whatsoever kind and nature including judgments, interest, attorneys' fees, and all other costs, fees, expenses and charges which any Indemnitee may incur arising out of

the negligence, gross negligence or willful or wanton misconduct of the exhibitor, its officers, directors, employees, agents, contractors, or any other person or organization hired by the Exhibitor. Exhibitor's liability shall include, but not be limited to, all losses, costs, damages, or expenses arising from or out of or by reason of any accident or bodily injury or other occurrences to any person or persons, including the exhibitor, its agents, employees, and business invitees which arise from or out of the exhibitor's occupancy and use of the event facility or any part thereof. The term of this section shall survive the termination or expiration of the Contract Rules and Regulations.

SHARE reserves the right to modify these Contract Rules and Regulations, or any part of them for any reason, if ordered to do so by an authorized Government official and SHARE 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 and its members, officers, directors, 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 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, 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 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 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 to be objectionable, are expressly prohibited in the exhibit area. Demonstrations using live models are subject to the approval

of SHARE 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 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 of any product, service or participant and none shall be claimed by any participant.

17. SPONSORSHIP SELECTION

Full payment of both Sponsorship and Booth must be received no later than one month prior to the event or by a date determined by SHARE.

Only paid Premier Sponsors will be guaranteed an opportunity to participate in their sponsorship level exclusive item selection window. Paid Premier Sponsors will be given instructions on how to select items from their respective Tiers. Specific selection dates and times will be published in advance. Each Premier Sponsor Group will have at least a 24-hour exclusive window to select their items. Selection will occur in sponsorship level order from Platinum to Bronze.

Once your Premier Sponsor Group selection window ends, if you have not selected all of your items, you must wait until the remaining Premier Sponsor Groups have completed their selections before SHARE can provide you access to complete your selections. Within the selection windows, items are first-come first-served to all Premier Sponsors at that level. If a Sponsor wishes to relinquish all their items from one tier for the privilege of selecting one additional item from the next highest tier, they may do so within the online system. Not applicable for Bronze level sponsors. After all Premier Sponsor Groups have selected their items, the remaining items from all tiers will become available for purchase at Premier Pricing on a first-come first-served basis.

If an ad-hoc or Contributing Sponsor chooses to upgrade to Premier Sponsorship, any items they previously purchased for that event will be adjusted to Premier Pricing.

18. HOTEL SUITES AND MEETING ROOMS

SHARE reserves the right to control all suites and meeting rooms in the hotel(s) participating in housing for SHARE. 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. Marketing activities are limited to the SHARE Technology Exchange Expo unless permission is granted by SHARE.

19. 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.

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20. VENDOR SPONSORED PRESENTATIONS

Vendor Sponsored Presentations are 60-minute time slots and will be held Monday –Thursday or within a date/time slot designated by SHARE. These sessions will be scheduled during regular event hours and may take place simultaneously with technical education sessions. In a Vendor Sponsored Presentation, 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 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.

Any handout materials or duplication thereof will be the responsibility of the sponsor, and not SHARE. 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 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 reserves the right to reassign the date and/or times of all Vendor Sponsored Presentations at any time before or during the event.

21. INTELLECTUAL PROPERTY MATTERS

The Exhibitor represents and warrants to SHARE 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 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, its agents, officers, directors, 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 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.

22. GENERAL

All matters and questions not covered by the regulations are subject to the decision of SHARE. SHARE 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 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 event participants are required to abide by SHARE Canons of Conduct.

CANONS OF CONDUCT

- A. Properly register and display appropriate credentials.
- B. Abide by the Bylaws and Policies of SHARE.
- C. 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.
- D. Not distribute brochures, flyers, promotional materials, etc., or post displays of any kind without approval of the Secretary or designee(s).
- E. Not engage in any form of personnel recruiting at SHARE activities.
- F. Not use the SHARE name other than in the conduct of SHARE business as determined by the Board of Directors.
- G. 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.
- H. 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.
- I. Refrain from engaging in any activity which violates the proprietary rights of their employers, SHARE, or any other person or organization.
- J. Conduct themselves and their activities in a professional manner marked by integrity and a spirit of fair play.
- K. Not engage in any form of harassment of another attendee.
- L. Not make illegal copies of copyrighted and/or licensed software or use unauthorized copies on SHARE computers.
- M. Not engage in any exchange of information or other behavior that violates the antitrust or import/export laws of the United States.
- N. Not use SHARE's computer equipment to intentionally download or otherwise access content considered illegal to view or possess.
- O. 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.

PHOTOGRAPHS AND RECORDINGS

Registration and attendance at or participation in the Expo and other SHARE meetings and other activities constitutes an agreement by the Exhibitor on behalf of its employees, agents and contractors to SHARE's use and distribution (both now and in the future) of the image or voice of Exhibitor, its employees, agents and contractors in photographs, videotapes, electronic reproductions, or audiotapes of such events and activities.

MINIMUM AGE FOR ADMISSION

Children under the age of 13 are not permitted on the exhibit floor at any time.

AMERICANS WITH DISABILITIES ACT

Exhibitors shall be responsible for compliance with the Americans with Disabilities Act of 1992 with regards to their booth space, including, but not limited to wheelchair access and alternate formats of collateral materials. Further information regarding ADA compliance is available at www.usdoj.gov/crt/ada/infoline.htm.

ACCESS TO PERSONAL DATA

In the performance of the services under this Agreement, Exhibitor may have access to the personal data of members, attendees and participants in the Expo. Exhibitor agrees that it shall be solely responsible for compliance with any applicable data protection laws and regulations in connection with such data including, but not limited to, the European Union's General Data Protection Regulations. Further, Exhibitor shall follow the terms of the privacy policy of SHARE (<https://www.share.org/page/privacy-policy>) as well as any terms and conditions placed on Exhibitor's access to, use and storage of data by SHARE, its members, attendees and participants in the Expo.

LIMITATION OF LIABILITY

IN NO EVENT SHALL THE EXHIBIT FACILITY, SHARE, AND THEIR OWNERS, MANAGERS, OFFICERS OR DIRECTORS, AGENTS, EMPLOYEES, INDEPENDENT CONTRACTORS, SUBSIDIARIES AND AFFILIATES (COLLECTIVELY "SHARE PARTIES") BE LIABLE TO THE EXHIBITOR OR ANY THIRD PARTY HIRED BY OR OTHERWISE ENGAGED BY THE EXHIBITOR FOR ANY LOST PROFITS OR ANY OTHER INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING ATTORNEYS' FEES AND COSTS, ARISING OUT OF THIS APPLICATION AND AGREEMENT OR CONNECTED IN ANY WAY WITH USE OF OR INABILITY TO USE THE SERVICES OUTLINED IN THIS APPLICATION AND AGREEMENT OR FOR ANY CLAIM BY EXHIBITOR, EVEN IF ANY OF THE SHARE PARTIES HAVE BEEN ADVISED, ARE ON NOTICE, AND/OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF SUCH DAMAGES. EXHIBITOR AGREES THAT THE SHARE PARTIES' SOLE AND MAXIMUM LIABILITY TO EXHIBITOR REGARDLESS OF THE CIRCUMSTANCES SHALL BE THE REFUND OF THE EXHIBIT BOOTH FEE. EXHIBITOR AGREES TO INDEMNIFY AND DEFEND THE SHARE PARTIES FROM ANY CLAIMS BROUGHT BY A THIRD PARTY HIRED BY OR ENGAGED BY THE EXHIBITOR FOR ANY AMOUNT BEYOND THE EXHIBIT BOOTH FEE. FURTHER, EXHIBITOR AGREES TO PAY ALL ATTORNEY'S FEES AND COSTS INCURRED BY SHARE PARTIES ARISING OUT OF OR IN ANY WAY RELATED TO THIS APPLICATION AND EXHIBIT. EXHIBITOR SHALL BE SOLELY RESPONSIBLE FOR ITS ATTORNEY'S FEES AND COSTS.

SHARE SHOW MANAGEMENT CONTACT INFORMATION:

Address: 330 N. Wabash Ave. #2000
Chicago, IL 60611
Email: SHAREshowmgmt@SHARE.org

SHARE CONTACT INFORMATION:

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