Department of Information Resources
DIR Connect 2018 Technology Expo
Exhibitor Terms and Conditions

1. Purpose

The DIR Connect Technology Expo is designed to create awareness of the Texas Department of Information Resources' key program areas and to provide a relationship-building, educational, and business development opportunity for state government personnel and TX Department of Information Resources (DIR) contracted technology vendors.

2. Location of Exhibits

The Expo will be held at the Palmer Events Center, Austin, Texas on April 4, 2018.

3. Subleasing

Exhibitor may not sublet his exhibit space, nor any part thereof, nor exhibit, offer for sale, or advertise articles not manufactured or sold by the exhibiting company, except where such articles are necessary for proper demonstration or operation of the exhibitor's display, in which case identification shall be limited to the manufacturer's normal regular nameplate. Exhibitor may not permit non-exhibiting company representatives to operate from its booth. Rulings by authorized DIR personnel shall be, in all instances, final with regard to use of exhibit space.

4. Occupancy Default

Any exhibitor failing to occupy space contracted shall not be relieved of the obligation of paying the full rental charge of such space. If not occupied by the time set for completion of the installation of the displays, DIR may, in its absolute and sole discretion, take the space and re-allocate or reassign the space for such purposes or uses as DIR determines.

5. Eligibility

DIR has the sole right to determine the eligibility of any vendor for inclusion in the Expo as an exhibitor.

6. Cancellation or Change of Exposition

In the event that the premises in which the Expo is conducted should become unfit for occupancy or substantially interfered with by reason of any cause or causes not reasonable within the control of DIR or its agents, the Expo may be canceled or moved to another appropriate location, at the sole discretion of DIR. DIR shall not be responsible for delays, damage, loss, increased costs, or other unfavorable conditions arising by virtue of cause or causes not reasonably within the control of DIR. Causes beyond the control of DIR shall include, but are not limited to: fire, casualty, flood, epidemic, earthquake, explosion, accident, blockage, embargo, inclement weather, governmental acts, act of public enemy, riot or civil disturbance, impairment or lack of adequate transportation, inability to secure sufficient labor, technical or other personnel, labor union disputes, loss of lease or other termination by the Palmer Event Center, municipal, state or federal laws, or acts of God. Should DIR

terminate this agreement pursuant to the provisions of this section, the exhibitor waives claims for damage arising there from. Refunds of "Paid Exhibit Space Fees" in the event of event termination or cancellation shall be made to exhibitors at the sole discretion of DIR and in any case, will not exceed the amount of each exhibitor's paid exhibit space fee, less any pro rata adjustments based on non-reimbursable direct and/or indirect event costs or financial obligations incurred by DIR through the date of exhibitors' receipt of notification of event termination or cancellation, or through the completion of event termination or cancellation processes, whichever is later.

7. Cancellation by Exhibitor
In the event of cancellation by an exhibitor, DIR shall determine an assessment against the terminating vendor to cover the costs of reassignment of space, prior services performed, and other costs related to cancellation, according to the following schedule:

50% of total booth rental fee through March 21, 2018.
100% of total booth rental fee after March 21, 2018.

DIR must receive written notification of the cancellation in writing, including ***email***, registered or certified mail. The date the cancellation notice is received by DIR will determine above assessment charges. In the event of either a full or partial cancellation of space by an exhibitor, DIR reserves the right to reassign canceled booth space, regardless of the cancellation assessment. Subsequent reassignment of canceled space does not relieve the canceling exhibitor of the obligation to pay the cancellation assessment. An invoice for the cancellation assessment fee will be sent to the cancelling exhibitor within 7 days of the exhibitor providing notice to cancel to DIR. Appropriate payment of the cancellation assessment must be received within 15 days of cancellation.

8. Limitation of Liability
Exhibitor agrees not to, and hereby waives its rights to, make claim(s) for any reason whatsoever against DIR for loss, theft, damage, or destruction of goods; nor for any injury, including death, to himself, employees, agents or representatives; Exhibitor hereby waives its rights or claims for any damage of any nature, including damage to his business for failure to provide exhibit space; for DIR's failure to hold the Expo as scheduled; for any action or omission of DIR. The exhibitor is solely responsible for his own exhibition material and products and should insure exhibit and products from loss or damage from any cause whatsoever. It is understood all property of an exhibitor is in his care and custody, and control in transit to, or from, or within the confines of the exhibit hall. DIR shall bear no responsibility for the safety of the exhibitor, its personnel, employees, agents or representatives or personal property. DIR is an agency of the State of Texas and does not waive or relinquish any of its sovereign immunity.

9. Insurance
Exhibitors shall, at their sole cost and expense, procure and maintain through the term of this contract, the following insurance: Comprehensive General Liability Insurance with limits not less than $1,000,000 including Contractual Liability and Products Liability coverage, with DIR endorsed as an Additional Insured. Exhibitor shall also provide Workman's Compensation coverage in full compliance with all laws covering the exhibitor's employees. Proof of such insurance shall be provided to DIR or its agent or representative upon request.

10. Installing, Exhibiting, Dismantling
Hours and dates for installing, exhibiting, and dismantling shall be those specified by DIR. Exhibitor shall be liable for all storage and handling charges resulting from failure to remove exhibit material from the Expo before the specified conclusion of the dismantling period set by DIR.

11. Damage to Property
Exhibitor is liable for any damage caused to building floors, walls, or columns, or to standard booth equipment, or to other exhibitor's property. Exhibitor may not apply paint, lacquer, adhesive or other coatings to building columns, floors or walls, or to standard booth equipment.

12. Floor Loading
Under no circumstances may the weight of any equipment or exhibit material exceed the specified floor load limit of the exhibit hall. Exhibitor accepts full and sole responsibility for injury or damage to property or persons resulting from failure, knowingly or otherwise, to distribute the exhibit material and products in conformity with the maximum floor load specifications.

13. Alcoholic Beverages
The dispensing, distribution or use of alcoholic beverages in the Expo is prohibited.

14. Flammable Materials
No flammable fluids or materials of any nature, including decorative materials, use of which is prohibited by national, state, or city fire regulations may be used in any booth.

15. Lotteries or Contests
The operation of games of chance or lottery devices, or the actual or simulated pursuit of any recreational past time is prohibited.

16. Noise and Odors
Noisy or obstructive work will not be permitted during open hours of the Expo, nor will noisily operating displays, nor exhibits producing objectionable odors. DIR shall have sole discretion in determining what is noisy, obstructive or objectionable.

17. Music
Any exhibitor using music must ensure that licensing fees have been paid to the appropriate agency, i.e. ASCAP or BMI. DIR is not responsible for any licensing fees for music played in exhibitor's booth.

18. Attendance
Admission policies shall remain, at all times, the prerogative of DIR, and may be revised or amended to suit unforeseen conditions.

19. Booth Personnel
Exhibitor representatives are restricted to personnel engaged in the display, demonstration, or application of the company's product or services. Booth personnel shall wear "exhibitor" badge identification furnished by DIR at all times while they are in the exhibit area. All other employees and representatives of the exhibiting companies must register as Show Attendees. DIR reserves the

right to restrict or limit the number of booth representatives. All exhibits must have personnel present during show hours.

20. Height and Non-Blocking Regulations
All exhibit display construction design must conform to the regulations set forth in the "EKit," a copy of which is supplied to each exhibitor by Convention Decorating Services. The EKit provides details as to what is allowed for exhibitor's booths so as to enable use of the space without detriment to neighboring exhibitors or the Expo.

21. Electrical Safety, Building and Fire
All wiring on booths or display fixtures must meet underwriters' rules and standard fire department inspection. This applies to booth construction only and not to pre-wired radio and electronic equipment. Exhibitor must comply with all applicable building, fire and safety codes and regulations.

22. Use of Space
Displays and demonstrations are limited to the confines of an exhibitor's own booth, as is the distribution of literature or other items.

23. Display
DIR shall have full authority for approval or arrangement and appearance of items displayed. DIR may, at its discretion, require replacement, rearrangement, or redecoration of any item or any booth, and no liability shall attach to DIR for the costs that exhibitor may incur as a result. Exhibitors with special backgrounds or side dividers must make certain that such material is furnished in such a manner as to not be unsightly to exhibitors in adjoining booths. If such surfaces remain unfinished at 5:00 pm of the day before the scheduled opening of the show, DIR shall authorize the official decorator to affect the necessary finish and the exhibitor must pay all charges incurred thereby.

24. Exhibitor Representative's Responsibility
Exhibitor agrees to indemnify DIR, its employees, agents, or representatives against - and hold them harmless from - all claims arising out of the acts of negligence of exhibitor, exhibitor's agents, employees or representative, and any claims for injury to exhibitor, its employees, agents, representatives, or event attendees. Exhibitor shall pay all costs of defense, including attorney's fees. Exhibitor agrees that the Office of the Attorney General shall coordinate all defense matters for and on behalf of DIR and the Exhibitor.

25. No Waiver of Rights
Any rights of DIR under this contract shall not be deemed waived in any manner except as specifically waived in writing and signed by an authorized officer of DIR.

26. Relocation and Floor Plan Revisions
DIR retains the exclusive right to revise the exhibition hall floor plan and/or move assigned exhibitors as necessary.

27. Amendment and Addition of Rules
Any matters not specifically covered by the preceding rules shall be subject solely to the decision of DIR. DIR may, at any time, amend or add further rules to these rules, and all amendments made shall be binding on exhibitor equally with the foregoing rules and regulations.

28. Agreement to Rules
Exhibitor, for himself or itself, his or its personnel, employees, agents or representatives, successors and assigns, agrees to abide by the foregoing rules and those provided and contained in the Exhibitors Manual, and by any amendments and additional ruses that may be put into effect by DIR.