

Application/Contract for Meeting Rooms

We, the undersigned hereby make application to participate as an exhibitor in International CTIA WIRELESS 2012, CTIA's Convention and Exposition. We request that show management reserve the following meeting room for our use. We understand that exhibit space will be assigned on a seniority, then first-come, first-served basis and obtaining one of our three selections is based on this criteria and is not guaranteed.

1. Meeting Room Pricing and Total Room Charge:

SIZE	EXHIBITOR	NON-EXHIBITOR	SIZE	EXHIBITOR	NON-EXHIBITOR
10' x 10'	<input type="checkbox"/> \$2,500	<input type="checkbox"/> \$4,000	20' x 30'	<input type="checkbox"/> \$15,000	<input type="checkbox"/> \$24,000
10' x 20'	<input type="checkbox"/> \$5,000	<input type="checkbox"/> \$8,000	20' x 40'	<input type="checkbox"/> \$20,000	<input type="checkbox"/> \$32,000
10' x 30'	<input type="checkbox"/> \$7,500	<input type="checkbox"/> \$12,000	30' x 30'	<input type="checkbox"/> \$22,500	<input type="checkbox"/> \$36,000
20' x 20'	<input type="checkbox"/> \$10,000	<input type="checkbox"/> \$16,000	20' x 50'	<input type="checkbox"/> \$25,000	<input type="checkbox"/> \$40,000

Larger Rooms (Call for pricing and availability) _____ \$ _____

Total Meeting Room Cost = \$ _____

Total Due = \$ _____

50% Deposit Due with Application = \$ _____

Balance Due by February 27, 2012 = \$ _____

100% Due with Contracts Received after February 27, 2012 = \$ _____

If paying by credit card: VISA MasterCard AMEX Discover

Credit Card Number _____

Expiration Date _____

\$ _____
 Amount of Charge

Name & Company (as it appears on the card) _____

Billing Address _____

Authorized Signature for Charge _____

2. Meeting Room Selection:

Please list your room choices in order of preference. Providing choices from different areas of the exhibit hall will increase your chances of obtaining one of your three choices.

1st _____ 2nd _____ 3rd _____

3. Terms and Conditions:

In order to validate this Application/Contract we:

- Have attached our check (US Currency) made payable to CTIA, or have completed above credit card information for 50% of the total meeting room space cost as a deposit for the meeting room space requested. **Applications/Contracts will not be accepted or processed, and meeting room space will not be held or assigned without the requisite deposit.** Applications/Contract submitted after February 27, 2012, a check for 100% of the total meeting room space cost must be attached.
- The individual signing this agreement warrants that he/she has the authority to bind contractually the organization applying for meeting room space.
- Agree to pay the total balance due by February 27, 2012. If we request an invoice for payment, we are obligated to pay the invoice amount upon receipt of invoice. Failure to do so shall result in an assessment of a late payment fee and may result in cancellation of our exhibit space or restriction of on-site services.
- Agree that the meeting room space assigned shall be accepted by us unless we reject it within ten (10) days from the date of the meeting room confirmation.
- Understand and agree to abide by all rules and regulations governing this event as they appear on the reverse side of this contract, in the display regulations, the Exhibitor Rules & Regulations, the Forms Packet, and the Service Order Kit.

5. Company Information:

Exhibiting Company Name _____

Address _____

City/State/Zip _____ Country _____

Exhibit Contact _____ Title _____

Telephone _____ Facsimile _____

Email Address (Important Exhibitor Updates sent via Email) _____

URL _____

Authorized Signature _____

Please Print Authorized Signature Name _____ Title _____

Brief description of product(s) to be exhibited. Attach product literature if available. _____

6. Accepted by CTIA:

Signature of CTIA Representative _____

Title _____ Date _____

7. Mail Application and Deposit To:

CTIA WIRELESS 2012
 Attn: Conventions Department
 1400 16th St., NW
 Suite 600
 Washington, DC 20036
 Fax: 202-736-3686

Wire Transfer Information:

Wells Fargo Bank
 Attn: Conventions Department
 1753 Pinnacle Drive, 3rd Floor VA1845
 McLean, VA 22102
 Account Number: 2066701764674
 CHIPS Code: 0407
 Routing Number: 121000248
 Swift Code: WFBUS6S

For CTIA Use Only:

Space(s) Assigned: _____ Selected by: _____ T.S.F.: _____ M/N-M: _____ Points: _____

ID #: _____ Deposit: _____ Date Received: _____ Check No./CC: _____ Balance Due: _____

1. Contract

The following provisions, plus any additions and amendments (including Exposition Rules & Regulations, Exhibitor Forms Packet and the Service Order Kit) thereto that may hereafter be established by CTIA/Show Management, become binding upon acceptance of this contract between the applicant, its employees and agents and CTIA/Show Management. For the purposes of this contract, CTIA shall be referred to as Show Management. Exhibitor may use an electronic or digital signature to execute this Application/Contract. Such signature must be legible and shall constitute a valid signature of the person or company with the authority to contractually bind the Exhibitor.

2. Payments, Cancellations, Space Reductions

Applications for space received by February 27, 2012, must be accompanied by a 50% deposit. Applications received after February 27, 2012, must include full payment for the size meeting room requested. Meeting Room Applications submitted without required payment will not be processed. Payment in full for meeting room space is due by February 27, 2012. Purchase orders do not constitute payment. In the event payment is not received by the due date, CTIA shall assess a late payment fee of 1.5% per month of the outstanding balance. The late payment fee will be added to the outstanding balance each month thereafter until paid in full. Payments received shall be applied to any unpaid balances due from Exhibitor from previous CTIA trade shows. Exhibitors and non-exhibitors failing to make the required final meeting room space payment as scheduled shall forfeit their right to meeting room space and lose their deposit. CTIA also reserves the sole right to reassign unpaid meeting room space and to restrict services, including, but not limited to, withholding exhibitor badges, withholding convention-related services such as those provided under the Service Order Kit, and/or no unloading of Exhibitor freight on site at the Ernest N. Morial Convention Center, until the outstanding balance is paid in full.

Meeting room space assigned shall be accepted unless reflected in writing to Show Management within ten (10) days from the date of Show Management's letter of meeting space confirmation. After space has been confirmed and accepted, a reduction in space is considered a cancellation and will be governed by the same policies as outlined below. Reduction of space may result in relocation of meeting room space at discretion of Show Management. Should an Exhibitor cancel from the Exposition after the date of acceptance of assigned meeting space, the following shall apply:

- If the Exhibitor cancels between the time of application and January 23, 2012, 25% of the paid deposit will be refunded.

- If the Exhibitor cancels between January 23, 2012 and February 27, 2012, only amounts paid in excess of the 50% deposit will be refunded.

- Cancellations received after February 27, 2012, shall receive no refunds **AND 100% PAYMENT IS STILL DUE.**

No cancellation shall be acknowledged unless received in writing by Show Management. The date upon which the notice of cancellation is received shall apply as the official cancellation date. Upon Exhibitor notification of cancellation, Show Management has the right to resell the meeting space.

If an exhibitor cancels their exhibit space the non-exhibitor rate shall apply for the meeting room(s).

3. Room Rate Rental Fees

Each application for meeting room space must be signed and accompanied by a 50% deposit. Payment in full for exhibit space is due by February 27, 2012. Applications submitted after February 27, 2012 must be submitted with full payment. CTIA members must be in good standing (current years dues and assessments paid in full) to be invoiced at the member rate.

4. Provision in Case of Default

Should any Exhibitor fail to meet any terms or conditions of this contract, Show Management reserves the right to terminate this contract immediately and to withhold from the Exhibitor possession of the meeting room space involved or to take immediate possession thereof. Any money theretofore paid by the Exhibitor to Show Management may be retained by Show Management.

5. Sharing of Meeting Room Space/ Program Listings

No Exhibitor shall assign, sublet, or share any part of their space unless assignee has a partnership or joint venture with, or is a subsidiary of the contract holder and said assignee is an integral part of the product presentation. Exhibitors may not advertise or display goods other than those manufactured, distributed or sold by it in the regular course of its business. Separate

program listings for partnerships, subsidiaries and/or joint ventures will be accommodated through the submission of an International CTIA WIRELESS 2012 Application/Contract for Meeting Room Space and a payment of a \$1,000 processing/share fee.

6. Meeting Room Space Rental

This Exposition is a closed trade show designed to provide a showcase for products and services either specifically designed for or customarily used in the wireless, mobile computing or Internet industries. No one under the age of 18 shall be admitted.

7. No Retail Sales

This Exposition is held strictly as a means or product display. No over-the-counter sales of products or services are permitted. Orders may be taken for future delivery only.

8. Exhibit and Meeting Room Standards

Show Management shall have the right to prohibit any exhibit or part thereof, which in their opinion is not suitable to or in keeping with the character or purpose of the Exposition. Questionable exhibits and use of meeting space shall be modified at the request of Show Management. Show Management reserves the right to interpret and remove from the Exposition program materials, advertising or literature, which they feel would be in bad taste if such materials were displayed. Exhibitors using costumed persons or mannequins must see to it that such personnel's appearance and dress do not offend even the most critical. The decision on acceptability rests solely with Show Management.

9. Use of Meeting Room Space/ Character of Meeting Room

(A) All meetings must be confined to the contracted space. Visitors to the meeting room must be contained within the perimeters of the same. No overflow into the aisles will be permitted, due to fire regulations. The use of strolling entertainment is prohibited. Distribution of samples or souvenirs is permitted from the contracted meeting room space only. (B) Sound must be maintained at a level that is not disruptive to neighboring exhibitors. If complaints are received, the offending Exhibitor will be required to cease the objectionable activity.

Failure to comply with the above restrictions will grant Show Management the right to remove the company from the Show without recourse for any reason, including, but not limited to loss of sales, damages and disparagement.

10. Hospitality Space and Associated Exhibitor Activity

Show Management reserves the right to control all group activities sponsored by exhibitors during the period of the convention whether they are to be held inside or outside the convention facilities. Failure to seek the necessary approval from Show Management for sponsorship of such an activity will result in the penalties outlined in part 4 of this contract in addition to refusal of the right to exhibit at future meetings and conventions. Without limiting the generality of the foregoing, the following specific rules apply. Hospitality or business suites must receive clearance from Show Management. All meeting room materials and equipment shall be displayed in the Exhibitor's meeting room only. Hospitality or business suites, or public rooms shall not contain exhibit equipment or materials. Hospitality or business suite activities shall not occur during posted meetings or exhibit hours.

11. Insurance and Liability

Neither Show Management nor the representatives and employees thereof, nor the management of the convention facility or its representatives or employees, nor the service contractor, nor any member of the convention and exhibition committee will be responsible for any injury, loss, theft or damage that may occur to the Exhibitor or to the Exhibitor's employees or property from any cause whatsoever, prior, during, or subsequent to the period covered by the exhibit and meeting room contracts. It is agreed by the parties that the nature of the facilities available, the presence and circulation of large numbers of people, the difficulty of effective supervision and protection of large numbers of removable articles in the numerous booths, meeting rooms, and various other factors make it reasonable that each Exhibitor shall assume the risk of any such injury, loss or damage and the Exhibitor signing this contract thereby assumes such risk and expressly releases the organization, individual and committees referred to above from any and all forms of any such loss, damage and injury. Exhibitor assumes entire responsibility and hereby agrees to protect, indemnify, defend and hold Show Management, the management of the convention facility, and the service contractor and their respective employees and agents, harmless against all claims, losses and damages to

persons or property, governmental charges of fines and attorney's fees arising out of or caused by Exhibitor's installation, removal, maintenance, occupancy or use of the exhibition premises, meeting rooms or a part thereof, excluding any such liability caused by the sole negligence of the owner of the convention facility or the service contractor, and their respective employees and agents. In addition, Exhibitor acknowledges that Show Management and the management of the convention facility do not maintain insurance covering Exhibitor's property, and that it is the sole responsibility of Exhibitors to obtain business interruption and property damage insurance covering such losses by Exhibitor. Exhibitor also acknowledges the limitation of liability of Show Management and its representatives and employees for any claim arising out of breach of this contract. The Exhibitor agrees that its sole remedy against Show Management for any loss, injury or damage shall be solely limited to a refund of the monies paid by the Exhibitor to Show Management for the meeting room space and shall not include any claim for consequential damages, loss of profit, and/or any other loss of any nature or kind whatsoever due for any claim arising from this Contract.

12. Meeting Room Set-up

All meeting rooms must be in place ready for the opening of the show. No part of a meeting room shall be removed during the show without special permission from Show Management. No meeting room may be dismantled, torn down, or removed until the show closes. Failure to adhere to this schedule will result in an automatic refusal of the right to exhibit at future meetings and conventions. Management reserves the right to remove any meeting room not dismantled by the time specified and charge the expense to the Exhibitor. Exhibitor access to the meeting room area is limited to the posted meeting room hours, unless the exhibitor obtains special permission from Show Management. Meeting room hours will be outlined in the meeting room confirmation sent to each Exhibitor.

13. Trade Publication Distribution

In the convention facility, all trade press periodicals, journals and literature must be distributed from the exhibitor's booth space or from the Official Publication Bins. Publication Bins are available for a fee. For further information, please contact Show Management.

14. Damage to Premises

Exhibitors or their agents may not allow any article to be brought into the exhibition, or any act done on the premises, which would invalidate the insurance or increase the premium of the policies held by the management of the convention facility. Neither will they permit anything to be done by their employees by which act the premises, property or equipment of other Exhibitors will be damaged. No signs or articles can be affixed, nailed or otherwise attached to walls, doors, etc. in such a manner as to deface or destroy them. Likewise, no attachments can be made to the floors by nails, screws or any other devices that would damage them. Anything in connection therewith necessary or proper for the protection of the building, equipment or furniture will be at the expense of the Exhibitor. All space is leased subject to these conditions. Exhibitor acknowledges that the violation of these rules will result in the penalties outlined in part 4 of this Contract. Exhibitor assumes the entire responsibility for any damage to the premises whatsoever resulting from such violations.

15. Fire Regulations

No combustible decoration, such as crepe paper, cardboard, or corrugated paper shall be used at any time. All packing containers, excelsior or wrapping paper, which must be flameproof, are to be removed from the show floor and must not be stored under tables or behind displays. All muslin, velvet, silk or any other decoration must stand a flameproof test as prescribed by fire ordinance of the city and/or state in which the show is held. Exhibitor acknowledges that it is the Exhibitor's duty to examine the respective ordinances of the city and/or state in which the show is held. All materials and fluids, which are flammable, are to be kept in safety containers. Open flames, butane gas, oxygen tanks, etc. are not permitted.

16. Official Service Contractor/Decorator

The official service contractor will be designated by Show Management and will provide all services required such as drayage, furnishings, accessories, electrical power, and labor to erect and dismantle your meeting room, signs, etc. A Service Order Kit will be available online to the Exhibitors containing order forms, rates and instructions on the services provided.

17. Distribution of Promotional Materials Outside

Exposition Facility Show Management must approve the distribution of any and all promotional materials

intended for distribution in the guest rooms and lobbies of the official convention hotels. Companies distributing their materials in this fashion without prior approval from Show Management will be subject to forfeiture of their meeting room space without refund. Distribution, although authorized by Show Management, is subject to individual host hotel restrictions.

18. Photography/Video/Recording

No exhibit, performance or event presented at the Convention/Exposition shall be photographed, videotaped, broadcast or recorded for commercial use, sale or distribution of any kind without the express written consent of Show Management. Exhibitors shall not photograph or videotape the meeting room or product of another Exhibitor.

19. Music/Photographs/Other Copyrighted Material

Each Exhibitor is responsible for obtaining all necessary licenses and permits to use music, photographs or other copyrighted material in the Exhibitor's booth or display. No Exhibitor will be permitted to play, broadcast or have performed, any music or use any other copyrighted material, such as photographs or other artistic works, without first presenting Show Management satisfactory proof that the Exhibitor has, or does not need, a license to use such music or copyrighted material. Show Management reserves the right to remove from the exhibit all or any part of any booth or display which incorporates music, photographs or other copyrighted materials and for which the exhibitor fails to produce proof that the exhibitor holds all required licenses. The Exhibitor shall remain liable for and shall indemnify and hold Show Management, their agents and employees, harmless for all loss, cost, claims, causes of action, suits, damages, liability, expenses, and costs, including reasonable attorney's fees, arising from or out of any violation or infringement (or claimed violation or infringement) by the Exhibitor, Exhibitor's agents or employees or any patent, copyright or trade secret rights or privileges.

20. Prize Drawings

Subject to local law, Exhibitors will not be prevented from conducting drawings for prizes and awards during the Expositions. However, Show Management is not in any way responsible for determining local law; nor is it liable for such drawing and does not endorse any services or products drawn. If it is determined that such drawings would not fully comply with applicable law or that the prizes being offered have little or no economic value or are misrepresented as to their value or that such drawings would unduly disrupt the proper functioning of the Convention/Exposition, then Show Management will have the option to terminate such drawings.

21. Admission

Show Management shall have sole control over admission to the exhibit and meeting rooms areas. All persons visiting these areas will be admitted according to the rules and regulations of the Convention/Exposition or as amended by Show Management. The Convention/Exposition is for the trade only. No one under 18 years of age will be admitted onto the trade show floor.

22. Use of Attendees' & Registrants' Information

CTIA is committed to protecting the personally identifiable information of its event registrants and attendees. All Event Badges, Smart Passes and Conference Passes are encoded with personally identifiable information that event registrants and attendees shared with CTIA when they registered for International CTIA WIRELESS 2012 Show. Exhibitor may have access, use and disclosure of this personally identifiable information, only on the terms and conditions set forth in Section 33 of the International CTIA WIRELESS 2012 Exhibitor Rules & Regulations. Exhibitor has reviewed the Terms & Conditions for Use of CTIA Registrants' & Attendees' Information and agrees to abide by them.

23. Amendments

Any and all matters and questions not specifically covered by the articles in this contract shall be subject to the decision of Show Management. The Exhibitor agrees that Show Management shall have the right to make such rules and regulations or changes in floor plan arrangements of meeting rooms for said Exposition, as it shall deem necessary and to amend same from time to time. Show Management shall have the final determination and enforcement of all rules, regulations and conditions.