

# REGULATIONS AND CONDITIONS OF CONTRACT

**1. PURPOSE AND ARRANGEMENT OF EXHIBITS** The main purpose of the DAC is educational and the exhibits together with the technical sessions are vital elements of this process. Management and the Exhibitor agree that the purpose of the Exhibition is educational, and will conduct them accordingly. Attendee surveys have consistently shown that attendees want Exhibitors to present detailed content and live demonstrations to illustrate the capabilities of their products rather than simple overview presentations of their products. The exhibits shall be arranged so as not to obstruct the general view nor hide the exhibits of others. Plans for specially-built displays not in accordance with regulations should be submitted to Management before construction is ordered.

**Licensed Space.** Exhibitor is licensed to use exhibit space which includes the following exhibit equipment: 8' high backwall drape, 36" high side rails, suite walls and carpet according to the schedule on the opposite page, plus a 17" x 11" sign featuring the Exhibitor's name and booth number (linear booths only). Aisle carpeting, general guard security and general aisle cleaning are provided. However, Management accepts no liability for losses or damages of any kind sustained throughout the Exhibition, except for losses or damages caused by the sole negligence or willful misconduct of Management. The parties to this contract agree that this agreement is a license to use exhibit space and not a lease or sublease of real property.

**Linear Booths** (10' x 10', 10' x 20', 10' x 30') Smaller linear booths with a common backwall touching an aisle may have a full backwall (standard height is 8', maximum is 16' for perimeter) and the sidewalls must drop to 48", 5' from the aisle. Every Exhibitor shall be allowed a backwall of at least 10' wide. Suite usage in linear booths must have approval of Management.

**Island Exhibits** have four open sides. Booth structure may not exceed 16'. Hanging signs are allowed but must be within the booth footprint with the top of the sign not exceeding 25'.

**Split-island Exhibits** are open on three aisles. The common backwall for this type of exhibit may be a full backwall from aisle-to-aisle; however, the backwall may not exceed 10'. Booth structure may not exceed 16'. Hanging signs are allowed but must be within the booth footprint with the top of the sign not exceeding 25'. Hanging signs must be visible from the neighboring split-island booth.

**2. EXHIBITION OPERATING RULES AND REGULATIONS** Exhibitor agrees to be bound by the rules and regulations established in the "Design Automation Conference Exhibition Operating Rules and Regulations" included herein by reference; provided however, that in the event of a conflict between such Rules and Regulations and this agreement, this agreement shall prevail. This document details the conditions under which Exhibitors agree to participate and will be strictly enforced by Management.

**3. FIRE, SAFETY AND HEALTH** The Exhibitor assumes all responsibility for compliance with local, city and state ordinances and regulations covering fire, safety and health. Exhibitor further agrees to comply with all Fire, Safety and Health guidelines as defined in the "Exhibition Operating Rules and Regulations".

**4. UNION LABOR** Exhibitor must comply with all union regulations applicable to installing, dismantling and display of the exhibits.

**5. SUBLICENSING OF SPACE** The Exhibitor shall not assign, sublicense or permit the whole or any part of the exhibit space licensed to Exhibitor or to have representatives, equipment or materials from any other firms than their own in the exhibit space without the written consent of Management. Only one company shall be considered as an Exhibitor, and no other company is licensed to use the space unless said company or unit is a subsidiary or affiliate of the Exhibitor.

**6. OFFICIAL CONTRACTORS** The official contractor has been designated to perform services for an Exhibitor such as the rental of furniture, erection of exhibits, electrical work, plumbing, labor, cleaning and other service. No Exhibitor or representative shall contract for such services with other than the said official contractor without the express written consent of Management, which, for reasons of security, in its sole discretion can deny such permission. In the event Exhibitor hires subcontractors to perform services for the event, Exhibitor shall: (a) remain fully responsible and liable for the subcontracted obligations and duties to the same extent as if Exhibitor had fulfilled the obligations and duties itself; (b) bear all responsibility for paying such subcontractors and not charge DAC for the services performed by such subcontractors; and (c) indemnify DAC against any third party damages arising from the gross negligence or willful misconduct of such subcontractors.

**7. LIABILITY AND INSURANCE** The Exhibitor assumes entire responsibility for and hereby agrees to protect, indemnify, defend and hold harmless, DAC, Management, Moscone Center and its employees and agents, against all third party claims, losses and damages to persons or property, governmental charges or fines, and attorney's fees finally awarded by a court of competent jurisdiction arising out of or caused by Exhibitor gross negligence or willful misconduct, excluding any such liability caused by the sole negligence of the Moscone Center, its employees and agents. In addition, Exhibitor acknowledges that DAC, Management and the Moscone Center do not maintain insurance covering exhibit property and that it is the responsibility of the Exhibitor to obtain business interruption and property damage insurance covering such losses sustained throughout Exhibition.

**Insurance Requirements.** All exhibitors participating in the DAC are required to obtain a general public liability insurance in the amount of one million dollars (\$1,000,000) per occurrence. DAC and the Moscone Center shall be named as additional insured on the general liability policy. Such insurance maintained by the exhibitor must be issued by an insurance company with an A.M. Best rating of A or higher and shall include coverage of the indemnification obligations of the exhibitor under these rules and regulations. Each exhibitor is also required to carry workers compensation protecting employees in accordance with the laws of the state in which the Exhibition is being held. Nothing in this paragraph shall limit the amount of liability an exhibitor may be responsible for.

**8. CONVENTION CENTER AND HOTEL PUBLIC SPACE** Management maintains control of all space in the convention center and official DAC hotels (defined as those hotels with which DAC has a room contract and is listed as a "participating hotel".) Exhibitor agrees to comply with guidelines as defined in the "Exhibition Operating Rules and Regulations" for use of any meeting rooms, hospitality suites and/or function space.

**9. UNOCCUPIED SPACE** Management reserves the right, should any Exhibitor's licensed space remain unoccupied on the opening day, or should any space be forfeited due to the failure to make proper payment, to license any space to any other Exhibitor, or use said space in any other manner, but this clause shall not be construed as affecting the obligation of the Exhibitor to pay the full amount specified in its invoice for the licensed space under the terms of this contract.

**10. INABILITY TO PERFORM** If DAC should be prevented from holding the Exhibition by any cause beyond its control (such as fires, strikes, Acts of God, etc.) or if it cannot

permit the Exhibitor to occupy his space due to circumstances beyond its control, DAC will refund to the Exhibitor the amount of the license fee paid by them, and DAC shall have no further obligation or liability to the Exhibitor.

**11. OBSERVANCE OF LAWS** Exhibitor shall abide by and observe all laws, regulations and ordinances of any applicable government authority and all rules of the Moscone Center. Exhibitor is required by the applicable state laws to be solely responsible for the collection and remittance of any sales or other taxes imposed on them.

**12. ASSIGNMENT OF EXHIBIT SPACE** Management shall assign the exhibit space to the Exhibitor for the period of the Exhibition (provided the exhibit building is made available to Management) in priority order based on the Design Automation Conference priority rules and/or receipt of contract. Such assignment is made for the period of this Exhibition only and does not imply that the same or similar space be held or offered for future exhibits. Every effort will be made to respect the Exhibitor's space choices whenever possible, but Management's decision will be final. Management reserves the right to transfer assignments when such action is deemed to be in the best interest of the total Exhibition. Management reserves the right to withdraw its acceptance of this application/contract if it determines in its sole discretion that the Exhibitor is not eligible to participate or the Exhibitor's product or service is not eligible to be displayed in this exhibit, provided, however, that Management will refund to the exhibitor any fees paid by Exhibitor.

**13. AMENDMENTS** The regulations have been formulated for the best interest of the Exhibitors as well as this Exhibition and DAC. All matters and questions not covered by these regulations or in the "Exhibition Operating Rules and Regulations" are subject to the decisions of Management. This contract and/or the "Exhibition Operating Rules and Regulations" may be amended at any time by Management upon prior written notice and all amendments that may be so made shall be equally binding on all parties affected by them as by the original regulations. Management has sole right to determine the eligibility of any company or product for inclusion in the Exhibition.

**14. ATTENDEE LIST AGREEMENT** Subsequent to the Design Automation Conference, Management shall send to the Exhibitor a list of names and addresses of the registrants. The Exhibitor explicitly agrees that it will use the list only for post-conference follow-up with customers or potential customers in connection with the Exhibitor's own business, and will not give a copy to any other person or entity or permit any such person to use the list for any purpose whatsoever. In the event of any violation of this agreement by the exhibitor, and in addition to all other remedies, Management may deny the exhibitor any participation in future Design Automation Conferences.

**15. PUBLICITY** Management may use Exhibitor's name and any non-confidential materials provided by Exhibitor on Management's website, and for internal and trade purposes, but only for the purposes of promoting this Exhibition.

**16. MISCELLANEOUS** This contract shall be subject to interpretation by New York law and the venue for all legal proceedings involving or arising for this contract shall be in the State of New York. No waiver of any term or condition of this contract by either party shall be deemed to imply or constitute a further waiver of the same term or condition or any other term or condition of this contract. Note: It is the Exhibitor's responsibility to understand the guidelines governing Exhibitor participation as set forth in this contract and the "Exhibition Operating Rules and Regulations". Please refer to these when necessary or call the DAC office for further information.

**DEPOSIT AND CANCELLATION POLICY** A 40% deposit is due on August 1, 2017 or on the date noted on invoice; the amount will depend on the date the contract was received and amount of licensed space. Full payment is due by February 1, 2018 or on the date noted on invoice. Contracts received after February 1, 2018 will be invoiced for 100% of the amount due.

In the event Exhibitor pays the 40% licensing deposit but fails to pay the portion of the licensing fee due by February 1, 2018, Management has the option of either: (1) cancelling this contract, in which case Exhibitor is obligated to pay the remainder of the licensing fee; or (2) leaving this contract in effect, in which case Exhibitor will be liable for the remainder of the licensing fee.

Exhibitors with contracted space as of February 2, 2018 are liable for 100% of the license fee for the contracted space. Exhibitor shall be liable for the total licensing fee unless Exhibitor notifies Management in writing of its intent to cancel, in which case Exhibitor's obligation to pay shall be as set forth below. Any amount payable to DAC pursuant to this contract and not paid by the dates in the schedule below shall bear interest at the rate of 1.5% per month, or the maximum legal rate, whichever is less. In the event Exhibitor reduces space, Exhibitor shall be obligated to pay the licensing fee for the amount of space reduced as set forth in the cancellation schedule below. However, Exhibitor shall not be permitted to reduce space unless Exhibitor has paid all amounts owed to DAC, including the deposit as required by this contract. Exhibitor agrees that the forfeitures provided for in this contract shall be considered to be liquidated damages for the late cancellation or reduction of space and the problems and losses caused to DAC associated with late cancellation or reduction of space.

## CANCELLATION/REDUCTION OF SPACE FORFEITURE SCHEDULE

*Upon contract submission through September 29, 2017:* No penalty on cancellation or reduction of licensed space

*After September 29, 2017 but before February 1, 2018:* 40% of the total license fee for cancellation or reduction in exhibit space.

*On or after February 1, 2018:* 100% of the total license fee for cancellation or reduction in exhibit space. No refund or credit at any time.

The DAC office must be notified in writing by the Exhibitor of any cancellation or reduction in space.

**In the case of a merger, payments received will be transferred to the parent company. Cancellation of space as a result of a merger will be charged a penalty based on the above cancellation forfeiture schedule.** The Exhibitor assumes entire responsibility and hereby agrees to indemnify DAC and Management for the loss of any sales, present or future, which may result from cancellation or reduction of space. Hotel rooms and suites at the DAC participating hotels shall be cancelled immediately upon notification of cancellation of exhibit space at the 2018 DAC. The participating hotels have contractually agreed to, and are bound by, this provision. There are no exceptions to this cancellation rule.



## Design Automation Conference Exhibition Operating Rules and Regulations

This document details the rules and regulations governing the Exhibition and exhibitor conduct for the Design Automation Conference (DAC). By signing the Exhibit Space Application/Contract the exhibitor agrees to be bound by the rules and regulations contained herein.

### 1. PURPOSE AND ARRANGEMENT OF EXHIBITS

The main purpose of the DAC is educational and the exhibits together with the technical sessions are vital elements of this process. The Management and the exhibitor agree that the purpose of the Exhibition is educational, and will conduct them accordingly. Attendee surveys have consistently shown that attendees want exhibitors to present detailed content and live demonstrations to illustrate the capabilities of their products rather than simple overview presentations of their products. The exhibits shall be arranged so as not to obstruct the general view nor hide the exhibits of others. Plans for specially-built displays not in accordance with regulations should be submitted to The Management before construction is ordered.

**Licensed Space:** Exhibitor is licensed to use exhibit space which includes the following exhibit equipment: 8' high backwall drape, 36" high side rails, suite walls and carpet according to the schedule on the contract, plus a 17" x 11" sign featuring the exhibitor's name and booth number (for linear booths only). Aisle carpeting, general guard security and general aisle cleaning are provided. However, The Management accepts no liability for losses or damages of any kind sustained throughout the Exhibition, except for losses or damages caused by the sole negligence or willful misconduct of Management. The parties to this Contract agree that this agreement is a license to use exhibit space and not a lease or sublease of real property. All exhibit space must be licensed in 10' increments.

**Linear Booths:** (10' x 10', 10' x 20', 10' x 30') Smaller linear booths with a common backwall touching an aisle may have a full backwall (standard height is 8', maximum is 16' for perimeter) and the sidewalls must drop to 48", 5' from the aisle. Every exhibitor shall be allowed a backwall of at least 10' wide. Suite usage in linear booths must have approval of The Management. Hanging signs are not allowed over linear booth configurations.

**Crossover Area Displays:** Crossover area displays will not be permitted. Crossover displays consist of two booths from the same company divided by an aisle where the dividing aisle could be used as "de facto" exhibit space.

**Two-Story Exhibits:** The Management prohibits the use of two-story exhibits defined as those in which activity takes place on platforms at a height level of greater than 6' and/or arranged in such a fashion that booth traffic may pass under the platform.

**Island Exhibits** have four open sides.

**Split-Island Exhibits** are open on three aisles. The common backwall for this type of exhibit may be a full backwall from aisle-to-aisle; however, the backwall may not exceed 10'. Hanging signs are allowed but must be within the booth footprint and must be positioned so that the sign copy may not be visible from the neighboring split-island booth.

**Height Limit:** All exhibit materials, equipment, walls or other display items may not be higher than 16' in height.

**Hanging Signs:** Exhibitors may hang signs over their exhibit. Hanging signs may not exceed 25' in height and may not be attached to any part of the exhibit or suite material.

**Finished Surfaces:** All exposed areas of the exhibit must be finished or draped surfaces including the back and sides. No graphics, logos or print facing into another exhibit will be allowed. All such material must face into the aisle or into the exhibitor's own space. Any part of any exhibit needing a finished surface at 3:00 pm the day prior to show opening will be draped at the expense of the exhibitor. Show Management will decide whether such drape is needed.

**Suite Wall Positioning on Main Traffic Aisles:** Main traffic aisles are designated by Management as those aisles where attendee traffic will be directed. The exhibits are positioned so that the open or public area of the booth is facing designated main traffic aisles. In order to preserve line of sight to all exhibitors and ensure the professional look of the Exhibition, the placement of suite walls along main traffic aisles is prohibited. Any placement of suites on main traffic aisles is solely at the discretion of management.

**Space License Pricing Information:** Pricing for 2018 follows a graduated discount system based on size of the exhibit space according to the schedule on page one of this licensing agreement. Exhibit space must be licensed in 10' x 10' increments. Exhibit licensing includes:

- Illuminated exhibit space with 8' high backwall drape if needed and 3' high side rails.
- Suite walls and carpet according to the schedule on the opposite page.
- A 17" x 11" identification sign with your company name and booth number (linear booths only).
- General exhibit hall badge checking.
- Daily aisle cleaning service.
- A descriptive listing on the DAC.com website.
- A Virtual DAC web booth.
- Access to the DAC promotional programs.
- Priority space selection for 56th DAC.
- Choice of hotel accommodations, including hospitality suites and meeting space in the convention center.
- A complimentary list of 55th DAC registrants after the show for post-conference attendance verification.
- Two complimentary full-conference registrations, plus one additional registration per 500 square feet of exhibit space. Maximum: Twenty full registrations.

### 2. INSTALLATION AND DISMANTLING OF EXHIBITS

Exhibits must be completely installed and finished prior to show opening and must remain in place and staffed until the show closes. Information for installation and dismantling of exhibits will be sent to you in ample time to prepare for these activities.

### 3. FIRE, SAFETY AND HEALTH

The exhibitor assumes all responsibility for compliance with local, city and state ordinances and regulations covering fire, safety and health. All exhibit equipment and materials will be reasonably located within the booth and protected by safety guards and devices where necessary. Only fireproof materials should be used in displays and the necessary fire precautions will be taken by the exhibitor.

No children under the age of fourteen (14) shall be allowed in the exhibit hall at any time. Aisles surrounding the Exhibitor's space must be kept clear. Exhibitors are expected to construct booths in such a manner that will accommodate expected attendees within the confines of their licensed exhibit space.

### 4. UNION LABOR

Exhibitor must comply with all union regulations applicable to installing, dismantling and display of the exhibits.

### 5. FILM, SOUND DEVICES AND LIGHTING

Exhibitors wishing to video on the DAC floor must have Management approval in advance of the event. If video is used, the exhibitor agrees to comply with union requirements for the operation of the equipment. Taking of photographs or recording within the exhibit area is prohibited without the permission of the company being recorded. The recommended show photographer is exempt from this rule. Offenders may have their film/recordings/media confiscated and/or may be removed from the show floor.

Audio is permitted if tuned to conversational level (75dB max) and if not objectionable to neighboring exhibitors. Sound will be checked with a decibel meter. Operating equipment that emits excessive noise must be run before or after exhibit hours for specific demonstrations only.

The Management reserves the right to restrict or prohibit the use of glaring lights, objectionable lighting effects, excessive or bothersome noise, or other effects which are offensive or otherwise distract from the Exhibition as a whole.

### 6. SUBLICENSING OF SPACE

The exhibitor shall not assign, sublicense or permit the whole or any part of the exhibit space licensed to exhibitor or to have representatives, equipment or materials from any other firms than their own in the exhibit space without the written consent of Management. Only one company shall be considered as the exhibitor, and no other company is licensed to use the space unless said company or unit is a subsidiary or affiliate of the exhibitor.

## 7. EXHIBITOR'S PERSONNEL AND OTHER CONSIDERATIONS

The Management reserves the right to prohibit an exhibit or part of an exhibit including promotional materials and graphics that in its judgment may detract from the character of or may be considered objectionable to the Exhibition as a whole. The following guidelines will be strictly enforced:

- Distribution of advertising matter and souvenirs must be confined to exhibitor's spaces.
- The use of games or contests in your booth must be approved by The Management.
- Balloons are inappropriate and prohibited.
- Exhibitors are prohibited from having live animals on the exhibit floor including fish or other tank confined displays.
- Undignified methods of attracting attention will not be permitted. Booth activities, costumes or presentations, which are undignified, tasteless, racist or sexist, are prohibited.
- Tampering with another exhibitor's booth or equipment will not be tolerated. The offender will be immediately removed from the exhibit floor (at the exhibitor's own expense) and will be restricted from future participation.
- Prices may not be displayed on equipment or in the booth.
- Professional Dress Code: Models, demonstrators, hosts/hostesses and other employees and personnel in the exhibit hall must be attired in a businesslike, professional, tasteful manner. The use of costumes is limited to theater presentations only. Failure of an exhibitor to meet these requirements is grounds for immediate removal of the offending person from the exhibit hall.
- Exhibits must be staffed at all times during the show hours.
- Booths are open to ALL REGISTERED ATTENDEES; registration badge and company ID should match. If any exhibitor does not welcome any properly badged attendee, the booth will be closed. Suite space is exempt from this rule. Access to suites is at the sole discretion of the exhibitor. Fellow exhibitors should act courteously and not crowd other company booths.
- All booths, regardless of size, must have display material, signs, etc. professionally produced. Any display deemed unprofessional in appearance (at the discretion of The Management) will not be permitted.
- Exhibitors are prohibited from promoting, advertising or otherwise displaying information or invitations to seminars, meetings or events that may be construed by Management to be conflicting with or contradictory to the Exhibition as a whole.
- Exhibitors agree to obtain Management approval for advertisements and promotions in the vicinity of the Convention Center as defined in Section 8 of this document. Vehicles, vans, trailers or any other vehicles used for advertisement and display may not be parked on the exhibit property or any property contiguous to or abutting on the exhibit property.
- Canvassing in exhibit halls or distribution of advertising matter or souvenirs by representatives of non-exhibiting firms is strictly forbidden.
- Personnel recruiting in any form is not permitted.
- Stages should be set to accommodate adequate numbers of expected attendees. Stages built on aisles are not allowed. Management reserves the right to move stages if they are determined to interfere with movement of traffic in the aisles.
- Personnel recruiting is prohibited with the sole exception of recruiting targeted at current students. In addition, exhibitors planning on posting any student recruitment information must notify the Management no later than 23 May 2018.

Exhibitors violating these rules will be given a single official warning. If the violation continues, appropriate action will be taken, which may range from reduction in space selection status to cancellation of contract, forfeiture of payments and removal from the exhibit floor. The Management has sole and complete authority in the interpretation of this policy.

## 8. CONVENTION CENTER AND HOTEL PUBLIC SPACE

Exhibitors must have permission of The Management in order to reserve and use any meeting rooms, hospitality suites, convention space, ballrooms and other public space in the convention center and official DAC hotels (defined as those hotels with which DAC has a room contract and is listed as a "participating hotel".) Management reserves the right to charge exhibitors a fee for access to or use of the convention center or hotel meeting space.

Exhibitors may not use equipment (computers, software, functioning product) in approved meeting space for product demonstrations without the permission of The Management.

Exhibitors may not hold any meeting, seminar, or other promotional activity June 24-28, 2018 within a 25-mile radius of the Convention Center without the written permission of The Management.

### Exhibitor Code of Conduct

The ESD Alliance considers any and all demonstrations and presentations that occur in the public areas of a booth to be open to any show attendee. If an attendee is from a competing company they are expected to conduct themselves in the following manner:

1. Not to interfere with any public demonstration or presentation.
2. Limit questions to one or two, or ask questions off-line.
3. Not to ask questions that are embarrassing, disruptive, or of a sensitive nature.
4. Not to engage in inappropriate, disruptive, or unprofessional behavior.
5. Not to stand in the front of a demonstration or presentation in order to block the view or interaction of others.
6. To leave if the booth or demonstration/presentation area becomes crowded.

Requests for an attendee to leave if they violate the above code of conduct must be handled in a professional, non-disruptive manner and reported to the attendee's company representative at the show.

### DAC Sound Reinforcement System Guidelines

The following guidelines are for exhibitors using reinforced or amplified sound in their booth presentations. These guidelines have been developed in an effort to balance the exhibitors' ability to present product information to interested attendees and with the need to maintain noise levels that do not interfere with exhibitors' abilities to conduct business in the suite areas.

- The playback level for loudspeakers utilized for speech reinforcement is limited to the A-weighted sound level of amplified signal not greater than 75 decibels.
- Presentations volume should be set at a level above the ambient level only to a point that is intelligible to the listeners, and in any case, may not be greater than 75 dB.
- Theaters and presentation area loudspeakers must be situated within each booth so that sound is directed inward toward the center or interior of the booth. Speakers may not be pointed toward an aisle or neighboring booth.
- Loudspeakers may not be positioned higher than eight (8) feet above the floor. This gives two feet of acoustic shielding between any loudspeaker and the top of the suite walls, which allows an additional sound barrier.
- Loudspeakers must be pointed down at a 45-degree angle. This angle can be adjusted where appropriate, but should never approach parallelism with the floor.
- Theaters and presentation areas should utilize audio coverage from several loudspeakers in a distributed array rather than a single loudspeaker source. Multiple sources closer to the audience allow the reproduced level to be much lower than a single source farther away that requires much higher levels to cover a greater distance. If possible, loudspeakers should be located at distances not greater than 15 feet from the farthest receptor.
- We recommend that systems used to reproduce musical content be filtered so that the signal is rolled-off or reduced at a minimum of 12 decibels per octave below 200 Hz. This can be fairly easily accomplished using a standard equalizer in the playback electronics.
- This would affect only the low frequency content of music, but have little effect on speech.
- Loudspeakers should not be located directly adjacent, or attached to, the walls of suites.