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 or presentation of products. The exhibits should not to construct 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: 9’ high cobbled drapes, 30’ booth depth, and walls of carpeting. The Exhibit Sign 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 exhibit period for fire, flood, theft, or any other cause. Exhibitor’s negligence or willful misconduct of Management. The parties to this contract agree that this agreement is 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 adjacent booth may have a maximum height of 8’. 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’ to 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’.

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”; 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. Exhibit area 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 displaying the exhibits.

5. SUBLICENSE OF SPACE: The Exhibitor shall not assign, sublease or permit the whole or any part of the exhibit space licensed to Exhibitor or to have representatives, equipment or materials on the premises while another firm or person is not a represented in its space. 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.

6. OFFICIAL CONTRACTORS: The official contractor has been designated to perform services for an Exhibitor such as the rental of furniture, electric work, 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, they reserve the right to approve such subcontractors. Any such subcontractor shall agree 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, defend and hold harmless, DAC, Management, Moscone West Convention 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 Moscone West Convention Center, its employees and agents. In addition, Exhibitor acknowledges that DAC, Management and Moscone West Convention 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 through the DAC-Exhibit Operating Rules and Regulations.

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 Moscone West Convention Center will be named as additional insured on the general liability policy. Such insurance policy must be issued by an insurance company licensed to do business in California and 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 Exhibitor is being held. Nothing in the paragraphs below shall be construed to be required to be held hostage of the Exhibitor and its employees, agents, contractors and agents.

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). Exhibitors are not permitted to display samples or information elsewhere in the convention center or in the public space. The exhibits must not be extended beyond the bounds of the space 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 Moscone North Convention 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 as determined on the Design Automation Conference priority rules and/or receipt of contract. Such assignment is made for the period 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.

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 making the Attendee List available for sale, Management shall send to the Exhibitor a list of names and addresses of all registered attendees. The Exhibitor expressing the desire that it will use strictly only for postconference 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 anyone 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 other remedies, Management may deny the exhibitor any participation in future Design Automation Conferences.

15. PUBLICITY: DAC 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 from this contract.

17. CANCELLATION/REDUCTION OF SPACE FORFEITURE SCHEDULE: Upon contract submission through September 30, 2019: No penalty on cancellation or reduction of licensed space. After September 30, 2019 but before February 3, 2020: 40% of the total license fee for cancellation or reduction in exhibit space. On or after February 3, 2020: 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 schedule. The DAC reserves the right to deny an Exhibitor agreement 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 2020 DAC. The participating hotels have contractually agreed to, and are bound by, this provision.

There are no exceptions to this cancellation rule.