2019 DISPLAYWEEK INTERNATION EXHIBITION
MAY 14-16, 2019 – San Jose McEnery Convention Center
San Jose, California

APPLICATION AND AGREEMENT FOR EXHIBIT and MEETING ROOM SPACE

The undersigned Exhibitor hereby enters into this Application and agreement with the Society for Information Display (hereinafter called "SID") for exhibit space at the 2019 Display Week on May 14-16, 2019, San Jose McEnery Convention Center. This Application is subject only to (1) the acceptance by counternature of SID's show management company, and (2) such additional terms and conditions which constitute a part of or are included in this Application. Reservation of exhibit space by Exhibition management on behalf of the Exhibitor is conclusively presumed to be adequate consideration to bind the Exhibitor. Any alleged representations, understandings, agreements, modifications, alterations or additions not contained within the body of this written Application and agreement shall not inure to the benefit of the Exhibitor or be binding upon SID. Exhibitor further agrees that if, in the opinion of SID, it becomes necessary to make any change to the original allocation of space, such changes may be made by notification to the authorized representative of the Exhibitor. Exhibitor shall abide by all rules as stated in the Exhibitor "Rules and Regulations", as the same may be amended by SID from time to time, all of which shall become part of this Application and agreement.

Booth Space Rates and Schedule

<table>
<thead>
<tr>
<th>Gold</th>
<th>Silver</th>
<th>Corporate</th>
<th>Non-Member</th>
<th>Payment Schedule</th>
</tr>
</thead>
<tbody>
<tr>
<td>$35</td>
<td>$37</td>
<td>$38</td>
<td>$40</td>
<td>$300 deposit due with signed contract</td>
</tr>
<tr>
<td>Early Bird (Until Feb. 1, 2019)</td>
<td>$37</td>
<td>$40</td>
<td>$42</td>
<td>By October 12, 2018 50% due and payable</td>
</tr>
<tr>
<td>Regular (After Feb 1, 2019)</td>
<td>$39</td>
<td>$41</td>
<td>$42</td>
<td>By January 1, 2019 100% due and payable</td>
</tr>
<tr>
<td>Corner rate</td>
<td>$95</td>
<td>$95</td>
<td>$95</td>
<td>Payment not made by due dates may result in cancellation of Exhibit Space</td>
</tr>
</tbody>
</table>

All space sold in 100 square foot increments

<table>
<thead>
<tr>
<th>BOOTH SPACE: Size</th>
<th>ft x ft.</th>
<th>Booth choices:</th>
<th>Per Sq. Ft. = BOOTH COST:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Booth Area (min. of 100 SQ. FT.):</td>
<td>Sq. ft x $</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>Corner charge ($95 per corner)</td>
<td>$95 x</td>
<td># of corners:</td>
<td></td>
</tr>
<tr>
<td>MEETING SPACE: (10 x 10=100 sq. ft.):</td>
<td>Room choices:</td>
<td>$</td>
<td></td>
</tr>
</tbody>
</table>

TYPE OF MEETING ROOMS

<table>
<thead>
<tr>
<th>ON OR BEFORE February 1, 2019</th>
<th>AFTER February 1, 2019</th>
</tr>
</thead>
<tbody>
<tr>
<td>LARGE ROOM THREE (3) DAY RENTAL w/o ceiling</td>
<td>$8,000</td>
</tr>
<tr>
<td>LARGE ROOM THREE (3) DAY RENTAL with ceiling</td>
<td>$10,500</td>
</tr>
<tr>
<td>SMALL ROOM THREE (3) DAY RENTAL</td>
<td>$4,400</td>
</tr>
</tbody>
</table>

Each meeting room comes with a complimentary 1-foot x 2-foot sign with company name and room number. All large meeting rooms include the following: 10-amp electric outlet, Conference table 96” x 42” x 29”, 12 padded side chairs, carpet, and a locked door. Minimum 200 sq. ft. of exhibit space required to secure meeting room.

Small meeting room option is for exhibitors who only occupy 100-300 square feet of exhibit space. All small meeting rooms include the following: carpet, round table, 4 chairs, a locked door and 1-foot x 2-foot sign with company name and room number mounted next to the door.

* Corporate members receive a discount on exhibit space (determined by level of corporate membership). Please check with SID Headquarters at (408) 879-3901, fax: (408) 879-3833, e-mail: office@sid.org if you would like to confirm that your company is a current Corporate Member

Please make checks payable to: "SID" and send payment, accompanied by a copy of the signed Application and agreement, to: SID, 411 Lafayette Street, Suite 201, New York, NY 10003. A copy of the application and agreement will be returned to you upon acceptance.

Failure to make payments in accordance with payment schedule does not release the contractual or financial obligation on the part of the Exhibitor. Exhibitor will be liable for any cancellation expense, including reasonable attorney's fees, "reasonable" to be construed as not less than twenty-five percent (25%) of the amount of all other moneys determined to be owed by the Exhibitor.

In the event the Exhibitor cancels or downsizes the Exhibit Space contracted herein, the Exhibitor must do so in writing by certified mail to: SID, 411 Lafayette Street, Suite 201, New York, NY 10003, which writing must be received by the dates listed herein and the Exhibitor will be obligated to pay SID liquidated damages based on the Cancellation and Downsizing schedules, below.

Exhibitor Cancellation and withdrawal liability schedule:

- Before October 12, 2018: 25% of the total cost of exhibit and meeting space
- On or after October 12, 2018 and before February 1, 2019: 50% of the total cost of exhibit and meeting space
- On or after January 1, 2019: 100% of the total cost of exhibit and meeting space

Exhibit Downsizing schedule:

- Before October 12, 2018: 25% of the difference between the total cost and the downsized total cost
- On or after October 12, 2018 and before February 1, 2019: 50% of the difference between the total cost and the downsized total cost
- On or after January 1, 2019: 100% of the difference between the total cost and the downsized total cost

Name of Company: ____________________________________________

Street Address: ____________________________________________

City, State, Zip Code: ________________________________________

Telephone: ___________________ Fax: ___________________ Email: ___________________

Contact Name: ___________________ Title: ___________________

For Use By SID

Display Week 2018 Booth/Meeting Room Assigned: _______________ Total Square Feet: _______________ Total Rental Fee: $_____________

Accepted for SID or Show Management: ___________________ Date: ___________________
1. Definitions. “Exhibition” means the specific expositions or conferences identified on the front hereof; “Management” means Society for Information Display, a California non-profit organization, together with each of its officers, directors, shareholders, agents, affiliates, representatives, employees and assigns, unless the context requires otherwise; “Exhibitor” means the applicant identified on the preceding page (“Page 1”), together with each of its officers, directors, shareholders, agents, affiliates, representatives, employees and assigns, as applicable; “Venue” means the facility(ies) or venue(s) in which the Exhibition is conducted; “Application” means these General Terms and Conditions, Page 1, any Management attachment hereto or thereto and any other terms incorporated herein or therein (as each may be amended solely by a duly authorized representative of Management), the Exhibition services manual, and all rules and regulations of the Venue applicable to the Exhibition.

2. Application Acceptance. Upon Management’s acceptance of this Application, Exhibitor shall be entitled to participate in the Exhibition as an exhibitor. The Application permits Exhibitor to occupy and utilize the booth area, meeting room(s) or other space assigned to it by Management (collectively, the “Exhibit Space”) to exhibit permitted products at the Exhibition and to utilize, under the terms hereof, certain services of Management. Exhibitor acknowledges that it shall require its representatives to dress and conduct themselves in an appropriate and professional manner.

3. Limitation of Liability. Neither Management nor the Venue, their respective affiliates, representatives, employees and agents, shall be responsible for, nor have any liability arising from or related to submission of an Application and/or participation in the Exhibition, including any loss or damage to displays or goods belonging to Exhibitor, whether resulting from, without limitation, fire, storms, acts of God, air conditioning or heating failure, theft, pilferage, disappearance, bomb threats, terrorism, riot or leaks. Exhibitor booth visitors and guests, shipments coming in or out of the Venue, Exhibitor employees and/or inadequately packed items brought to the Exhibit Space by Exhibitor’s own risk, and should be safeguarded at all times.

4. Interpretation. Management shall, in its sole discretion, determine any dispute or conflict with respect to any matters not specifically covered by the Application. Management shall have full power in the matter of interpretation, amendment and enforcement of the Application.

5. Amendments. Amendments to this Application by a duly authorized representative of Management shall be incorporated herein, and Exhibitor shall be subject to the provisions of the Application and Agreement as so amended when written notification is sent to Exhibitor (which may be communicated by e-mail).

6. Cancellation, Withdrawal and Downsizing; Liquidated Damages. The parties agree that quantifying losses arising from Exhibitor’s cancellation, withdrawal or downsizing of the Exhibit Space is inherently difficult, as Management shall incur expenses and take other actions in connection with the tasks necessary to facilitate and manage the Exhibition. The parties further acknowledge that any action by the parties either to withdraw from or to otherwise target the Exhibition and its customers are not eligible products for display or distribution from any Exhibit Space.

7. If Exhibitor downsizes its originally agreed Exhibit Space requirements, it shall pay to Management (1) an amount equal to its revised financial obligation due for its decreased Exhibit Space requirements, and (2) liquidated damages in the amount shown for Downsizing on Page 1.

8. Eligible Exhibitors. Exhibitor shall exhibit materials, products or services directly related to the Exhibition industries and of specific interest to attendees. Management reserves the right to determine the eligibility of any exhibit for display. Only Exhibitor’s name or logo may appear on signage placed on the Exhibit Space and in the Exhibition exhibitor list. No exhibits or advertising shall be permitted above or beyond the sides of the Exhibit Space, without Management’s prior written consent. Exhibitors are prohibited from soliciting prospective employees, and employee-recruiting activity of any kind without Management’s prior written consent.

9. Only Exhibitor’s products may be displayed in the Exhibit Space. Exhibits must be solely for the purpose of promoting Exhibitor’s products and services and shall not be used for other business purposes. Exhibitor shall not use the Exhibit Space to promote any other exhibition or conference without Management’s prior written consent. Management reserves the right to determine the eligibility of any exhibit for display or distribution. Any exhibit that results in any liability to attendees or the Venue, or any of its affiliates, representatives, employees and agents, shall be liable for any special, incidental, indirect, punitive or consequential damages arising out of or in connection with this Application. Management reserves the right, in its sole discretion, to refuse to exhibit or distribute any exhibit for any reason whatsoever to the Exhibitor and hereby reserves the right to deny Exhibitor participation in the Exhibition and its customers are not eligible products for display or distribution from any Exhibit Space.

10. Permitted Publications. Management reserves the right to determine the eligibility of any publication for display or distribution. Publications which contain advertisements purchased by exhibitors and which are (a) published only during the Exhibition or (b) otherwise target the Exhibition and its customers are not eligible products for display or distribution. Management agrees to exercise its discretion in good faith to determine whether a publication is eligible for display or distribution. If the publication includes any exhibit permitted products at the Exhibition and to utilize, under the terms hereof, certain services of Management. Exhibitor acknowledges that it shall require its representatives to dress and conduct themselves in an appropriate and professional manner.

11. Intellectual Property. Management expects Exhibitor to respect the intellectual property rights of other parties. Exhibitor shall not display any product that is counterfeit or in any way infringes trademarks, copyrights, patents or other intellectual property of a third party. Exhibitor warrants that the names, logos, art work and other content Exhibitor or its agents submitted for use in any media (including, but not limited to, ads, the Exhibition website or any Exhibition publication) shall not infringe the intellectual property rights of any third party and shall not contain anything which is libelous, obscene, indecent, blasphemous or in any way unlawful. In cases of documented intellectual property infringements, Management reserves the right to exclude the infringer from current and future Exhibitions. However, this stipulation does not create an obligation for Management to take such action. Management does not accept liability for intellectual property infringements that may be committed by Exhibitor.

12. Intellectual Property Disputes Between Exhibitors; Service of Process and Orders. Neither Exhibitor nor its agents (including, but not limited to, legal counsel or process servers) shall serve process on any other Exhibitor Participant during the hours the Exhibition is open to attendees. If Exhibitor has obtained a judicial/administrative relief order against another Exhibition Participant, and believes that the Exhibitor Participant is still using the subject Exhibit Space, then Exhibitor or its agents shall use its best efforts to serve such order during the hours the Exhibition is open to attendees. Exhibitor shall provide Management written notice of the order obtained (including a copy of such order) so that a Management representative may escort Exhibitor or its agent to the Booth of the Exhibition Participant to be served and initiate any action to the Exhibition caused by such service. Exhibitor agrees to bear all costs of service and to resolve any intellectual property disputes with other Exhibition Participants by no later than one week prior to the Exhibition’s first move-in day for exhibitors and in a location other than the Venue.

13. No Sub-Licensing. Exhibitor shall not sub-lease, assign or otherwise transfer the Exhibit Space without Management’s prior written consent. Exhibitor shall not permit any person other than Exhibitor to booth-share, or otherwise occupy or conduct business in Exhibit Space, or any part thereof, without Management’s prior written consent.

14. No Assignment. This Application is non-assignable by Exhibitor. Any attempted assignment of the Application by Exhibitor shall be null and void and shall constitute a breach, resulting in termination of this Application. Management may assign this Application at any time to its affiliate or any other party.

15. Custom Booths. If Exhibitor shall use a custom booth in the Exhibit Space, it shall provide Management promptly upon request (and no later than 30 days prior to the Exhibition) detailed construction drawings showing all dimensions and orientation of such custom booth.

16. Union Work Rules. Exhibitor shall abide by union work rules and jurisdictions of the city and Venue, if applicable, including the Venue’s exclusive services.

17. Compliance with Laws. Exhibitor shall comply with all Federal, State and local laws applicable to its participation in, and activity at the Exhibition. Exhibitor shall be responsible for obtaining all required licenses, permits, approvals and permissions applicable to its participation in, and activity at the Exhibition. Exhibitor shall be responsible for obtaining any tax identification numbers and paying any sales or other charges to the governmental authority in connection with its activities at the Exhibition.

18. Exhibit Booth Conduct. Exhibitor must distribute samples, souvenirs, permitted publications and similar items, or conduct other sales or sales promotion activities only from within its Exhibit Space. Exhibitor shall be responsible for all aspects of its booth, including but not limited to the presentation of information, distribution of information, displays and/or exhibits (including any show materials, pamphlets, tracts, products, and advertising material) that may result from such cancellation, withdrawal or downsizing of Exhibit Space. Exhibitor must provide written notice to Management for any cancellation, withdrawal or downsizing. The date Management receives such notice shall be the effective date of such cancellation, withdrawal or downsizing (the “Effective Date”). Any cancellation or withdrawal by Exhibitor entitles Management to license the subject Exhibit Space to another exhibitor prior to the Effective Date.

19. Default in Occupancy. If Exhibitor has obtained a judicial/administrative relief order against any other exhibitor, and believes that Exhibitor Participant is still using the subject Exhibit Space, then Exhibitor or its agents shall use its best efforts to serve such order during the hours the Exhibition is open to attendees. Management reserves the right to initiate any action to the Exhibition caused by such service. Exhibitor agrees to bear all costs of service and to resolve any intellectual property disputes with other Exhibitors by no later than one week prior to the Exhibition’s first move-in day for exhibitors and in a location other than the Venue.

20. Exhibitor Representatives; Exhibit Space. Exhibitor representatives shall be restricted to Exhibitor’s employees and authorized representatives and must be 18 years of age or older. Management reserves the right to determine, limit the number of Exhibitor’s representatives in the Exhibit Space. Exhibitor representatives shall be required to present their badges by Management.

21. Default in Occupancy. The actual occupancy by Exhibitor of the Exhibit Space is a material obligation of Exhibitor and is of the essence of this Agreement. If the Exhibit Space is not occupied by the time set for completion of installation of displays, and continuously occupied during Exhibition hours, the Exhibit Space may be repossessed by Management for any purpose it may see fit without in any way releasing Exhibitor from any liability hereunder.
22. Safety and Fire Laws; Electrical Safety; No Smoking. Exhibitor must strictly observe all applicable fire and safety laws and regulations. Drapes and all other cloth decorations must be flameproof. Wiring must comply with local fire department, governmental agency fire inspection ordinances and underwriters’ rules. Smoking (including electronic cigarettes) in the Venue is limited to the designated areas. Crowding shall be restricted, and aisles and fire exits must not be blocked at any time. Products for display, signage, banners and decorations must not violate applicable fire codes. No storage behind exhibits is provided or permitted, however, storage within non-public booth areas is permitted with Show Management permission. Display wiring must exhibit all applicable seals of official approving agencies as may be required by the Venue. All displays must meet the building codes of the city in which the Exhibition takes place.

23. Exhibition Breach. If Exhibitor breaches any of its obligations under this Application, Management (1) may immediately, without notice, prohibit Exhibitor from exhibiting at the Exhibition and all future Exhibitions run by Management and/or the Venue and (2) may terminate this Application and/or any exhibit description from a previous Exhibition year (if available) on its behalf. Management shall have the right at any time to enter licensed area occupied by Exhibitor or otherwise verify compliance with the terms of this Application or its occupancy of the Exhibit Space, and it is a defense for Exhibitor that Management has exercised this right in good faith. Further, Management may pursue any other legal or equitable remedies to which it is entitled. Further, Management may thereupon direct Exhibitor to immediately remove its employees, any of its representatives and agents, its merchandise and other property from the Venue.

24. Resolution of Certain Disputes. If there is a dispute or disagreement between (1) Exhibitor and an exhibition contractor, (2) Exhibitor and a labor union or labor union representative, or (3) Exhibitor and any other exhibitors, Management will work with Exhibitor to mitigate the dispute or disagreement, however, Management’s interpretations of the rules governing the Exhibition and its actions or decisions concerning the dispute or disagreement and its resolution shall be binding on Exhibitor.

25. Electronic Communications: Exhibition Directory, Website and Exhibition Publications. By providing Management with its e-mail address(es), Exhibitor hereby consents to receiving unsolicited electronic messages, including but not limited to, direct mail, email, text messages, phone, faxes, and other similar communications from and on behalf of Exhibitor due to any change in date, Venue or Exhibit Space assignment shall be subject to liquidated damages as shown for Cancel/Withdraw on Page 1 and an exhibit description from a previous Exhibition year (if available) on its behalf. Any cancellation of the Application or withdrawal from the Exhibition shall not be liable for any omissions, misquotations or other errors in the information, in the official catalogue of the Exhibition, in the Exhibition service manual or any other media.

26. Publicity and Promotions; Permissions. Exhibitor grants Management the a fully-paid, perpetual, non-exclusive worldwide license to use Exhibitor’s name, trademarks, service marks, logos, trade names, copyrighted content, hypertext links, domain names, icons, buttons, banners, graphic files and images, and the likeness of any person or products exhibited in all media formats (whether now known or hereafter conceived) in connection with the Exhibition, Marketing, and/or the finished product or service, subject to Exhibitor’s prior written approval, and agrees to abide by reasonable requests of Management with respect to the use of Exhibitor’s name, trademarks, service marks, logos, trade names, copyrighted content, hypertext links, domain names, icons, buttons, banners, graphic files and images, and the likeness of any person or products exhibited in all media formats (whether now known or hereafter conceived) in connection with the Exhibition, Marketing, and/or the finished product or service, without charge. All photography will be subject to Exhibitor’s prior approval, and in the absence of such an approval Management reserves the right to use photographs of its own choosing. Management shall have the right to use Exhibitor’s name, trademarks, service marks, logos, trade names, copyrighted content, hypertext links, domain names, icons, buttons, banners, graphic files and images, and the likeness of any person or products exhibited in all media formats (whether now known or hereafter conceived) in connection with the Exhibition, Marketing, and/or the finished product or service, without charge. All photography will be subject to Exhibitor’s prior approval, and in the absence of such an approval Management reserves the right to use photographs of its own choosing.

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28. Unenforceability. If any part of this Application is declared invalid or unenforceable, then neither remaining provisions of this Application nor other applications of provisions involved shall be affected thereby.