EDUCUSE TERMS AND CONDITIONS FOR CORPORATE PARTICIPATION

NERCOMP 2015

The following Terms and Conditions govern this contract between EDUCAUSE and the Exhibitor.

1. Acceptance. Acceptance of this Contract by EDUCAUSE is effective when (1) a copy of this Contract is signed by an authorized representative of your organization; (2) your organization has secured its exhibit space with a credit card (see paragraph 6 below); and (3) this Contract is accepted by EDUCAUSE.

2. Exhibition Location, Dates, and Times. NERCOMP 2015 will be located at Rhode Island Convention Center, March 30–April 1. Exhibitor set up will begin at 7:30 a.m. on March 31. Exhibit dates are March 31 and April 1. While EDUCAUSE will use reasonable efforts to maintain the location, dates, times, and floor plans of NERCOMP 2015, EDUCAUSE reserves the right to change any of these at any time and for any reason whatsoever without liability.

3. Move-In/Move-Out. All Exhibitors and/or their outside contractors must check in with the Official Exhibition Contractor by 7:30 a.m. on Tuesday, March 31, and complete construction of their booth displays 45 minutes prior to show opening. If Exhibitor fails to check in as required herein, Exhibitor’s booth space will be forfeited and available for resale. Booth fees paid are nonrefundable. If Exhibitor is unable to complete construction as required herein, EDUCAUSE may require dismantling. The exhibition area will be closed to all exhibiting personnel 30 minutes before opening for cleaning. Dismantling of all booth displays must be completed by 2:30 p.m. on Wednesday, April 1.

4. Unclaimed Property. Any property remaining in the exhibition hall after 2:30 p.m. Wednesday, April 1, may be removed by EDUCAUSE or the Official Exhibition Contractor. Exhibitor shall be responsible for all costs to remove and store such property. If such property is not claimed within five calendar days of removal, EDUCAUSE will have the right to sell such property in any manner and apply the sales proceeds to costs incurred in removing and storing the property. Neither EDUCAUSE nor the Official Exhibition Contractor shall be liable for any casualty, theft, damage, or other loss that may occur to such property during removal, storage, sale, or otherwise.

5. Staffing of Exhibitions. Exhibition booths must be staffed at all times during show hours, and no Exhibitor will be permitted to pack, remove, or otherwise dismantle their booth prior to the close of the show. EDUCAUSE reserves the right to exclude any exhibitors that breach this provision from participation in future EDUCAUSE exhibitions.

6. Booth Space Prices; Payment. Booth space prices are as follows: Member $1,925 and nonmember $2,250 per 8’ × 10’ space. Payment is due in full with submission of this Contract. Payment shall be by credit card or check payable to EDUCAUSE. Any outstanding balances for any reason will be collected on-site prior to setup.

7. Booth Space Furnishings and Restrictions. The basic booth space is a uniform style exhibition booth 8’ deep and 10’ wide (unless otherwise noted on floor plan). Each booth will consist of 8’ high back wall and 3’ high sidewalls, carpeted aisles in the exhibit hall, and 7” × 44” company ID sign. Exhibition displays must not project so as to obstruct the view of the adjacent booths. In the rear 5’ of the booth material or equipment may be placed to a height not exceeding 8’. In the remainder of the booth, all display material or equipment shall not exceed 42” in height.

8. Exhibitor Badges/Registration. All representatives of Exhibitor must be registered with EDUCAUSE and wear exhibitor badges at all times during the exhibition. Exhibitor badges are available at the registration area. Badges must be requested two weeks prior to the conference to receive 5 complimentary badges per 8’ × 10’ booth purchased. Additional badges may be purchased at $45 each on-site. Exhibitor will also be assessed a $45 fee for name changes, replacement of lost badges, or other Exhibitor badge-related services.

9. Exhibitor Attendance during Nonshow Hours. Exhibitor representatives will not be permitted to enter the exhibition earlier than 30 minutes prior to the scheduled opening time for each show day. Exhibitors requiring additional time must make arrangements for earlier admittance at the exhibitor registration desk on the previous day. Special passes will be available at no charge for setup and teardown personnel. These passes are not valid during show hours.

10. Booth Assignment. Corporate participation, including exhibit booth assignments for NERCOMP 2015, is based on a first-come, first-served basis. EDUCAUSE reserves the absolute right to decline participation or to assign or change any booth assignment for any exhibitor who has failed to comply with these terms and conditions in current or previous EDUCAUSE exhibitions.

11. Official Expo Contractor; Exhibitor Services. The Official Exhibition Contractor is Freeman. Exhibitor-related services are available to all exhibitors, such as display rental, decoration, furniture rental, signs, cleaning, electrical and telephone wiring, audiovisual service, and labor. An online Exhibitor’’s Service Kit is provided before the exhibition with complete details and deadline dates for such services.

12. Shipping Instructions. Information on shipping methods and rates will be provided to all exhibitors in the online Exhibitor Service Kit. All property shipped shall be at the sole risk and expense of Exhibitor. The Official Exhibition Contractor will provide storage for incoming freight, delivery to booth, removal, storage, and return of empty crates, and removal and shipment of outbound freight. All charges are based on inbound weights and must be prepaid. The address on all shipments shall include the Exhibitor’s name and booth number(s).

13. Promotional Materials and Marketing Activities. Exhibitor/Sponsor agrees that the use and distribution of promotional materials at or around the convention center, in exhibit areas, or in hotel areas immediately prior to and during NERCOMP 2015 including, but not limited to, flyers, circulars, and souvenirs, is subject to approval by EDUCAUSE and must be distributed within the limits of assigned booth space. Prior to NERCOMP 2015, Exhibitor/Sponsor may send one (and one only) print mailing of promotional materials to registered attendees. Exhibitor/Sponsor must formally request attendee addresses for this mailing and must submit content for review before sending. Except for contacts of Exhibitor’s/Sponsor’s prospective or current clients independently developed before NERCOMP 2015 or during the conference, e.g., using contact information voluntarily provided by the attendee, no e-mail, telephone, or other electronic distribution is allowed at any time. Use of the online conference registration list or the general EDUCAUSE membership directory for harvesting contacts, populating prospect databases, and/or soliciting by any electronic means is strictly prohibited. Furthermore, Exhibitor/Sponsor agrees that all marketing activities during the exhibition including, but not
limited to, live demonstrations and the use of costumed representatives are subject to approval by EDUCAUSE and must be confined to the limits of an assigned booth space. Door drops at conference hotels must be approved by EDUCAUSE and are limited to EDUCAUSE Platinum and Gold partners, unless otherwise specified by show management.

14. Endorsement by EDUCAUSE. EDUCAUSE does not endorse or assume responsibility for any exhibitor or its products and services. Mere participation in the exhibition does not imply such endorsement. As such, Exhibitor understands and agrees that they may not advertise or otherwise represent that EDUCAUSE endorses its products and services.

15. Right to Eject Exhibitors. Exhibitor understands and agrees that their attendance and participation at the exhibition must comply with all provisions of this Contract. If EDUCAUSE determines that Exhibitor is in breach of this Contract, EDUCAUSE may terminate this Contract and eject Exhibitor from the show floor without a refund or liability to EDUCAUSE. In the event Exhibitor is ejected from the show floor, EDUCAUSE may resell Exhibitor’s booth space and retain all fees received from them. Exhibitor understands that a condition of exhibiting in EDUCAUSE’s exhibition is adhering to proper exhibitor conduct at all times while participating in the EDUCAUSE show. Proper conduct includes, but is not limited to exhibiting within the confines of his/her designated booth space and not walking the aisles or exhibit floor, occupying another exhibitor’s booth, or distributing materials outside the designated booth area. Such activity will be deemed improper conduct and will be grounds for Exhibitor being removed from the exhibit floor for a day or permanently, at EDUCAUSE’s sole discretion.

16. Audio, Visual, and Sound Effects. Exhibitor may not operate audio, visual, and sound effect devices, or any attention-getting devices at their booth that causes a nuisance to neighboring exhibitors. Such devices must be operated in a manner that does not annoy or disturb other exhibitors. Filming, videotaping, broadcasting, and other activities not considered by EDUCAUSE to be normal booth activities must have prior written approval by EDUCAUSE.

17. Sales. NERCOMP 2015 is a forum for the exchange of information on all aspects of managing information technology in higher education. Company participation is intended to support this objective. Any activity that might lead to profit or political advantage for any single organization is discouraged. Because of this ruling by the IRS regarding trade show income for associations, companies participating in NERCOMP 2015 must not take orders for products or services during NERCOMP 2015 conference activities.

18. Performance of Music; Intellectual Property. Performance of music at the exhibition, whether recorded, live broadcast, or otherwise, is prohibited without the prior written consent of EDUCAUSE. If consent is granted, Exhibitor understands and agrees that Exhibitor is responsible for all costs and licenses to perform such music. Exhibitor shall also be responsible for all costs and licenses to use any other licensed, patended, or copyrighted materials at the exhibition. Exhibitor agrees to indemnify, hold harmless, and defend EDUCAUSE, its officers, directors, employees, and agents from and against any and all claims, liabilities, damages, losses, governmental fines or penalties, and costs or expenses (including court costs, interests, and attorney fees) of any kind whatsoever arising from Exhibitor’s breach of this provision.

19. Decorations. EDUCAUSE reserves the right to approve and determine final placement, arrangement, and appearance of all exhibition decorations. EDUCAUSE is not responsible for any costs incurred by Exhibitor that may result from compliance with EDUCAUSE directives under this provision.

20. Food. Exhibitors may not bring food into the exhibit hall or the conference hotel.

21. Contractor and Labor Coordination. The Official Exhibition Contractor shall have control of all inbound and outbound freight to prevent congestion in the loading and unloading area, in the aisles, and in any freight traffic area. It is highly recommended that for setup and dismantling, the labor services of the Official Exhibition Contractor be used. If an outside contractor is used, the following steps must be taken:

   a. Notification to EDUCAUSE and the Official Exhibition Contractor, with proof of adequate liability insurance, at least 30 days prior to show setup. Booth number, name of Exhibitor, and identification of the outside contractor must be included. Adequate liability insurance is defined by the terms in paragraph 27.

   b. Check-in by all labor with the Official Exhibition Contractor is required prior to start of setup. No setup may occur without authorization of the Official Exhibition Contractor.

   c. To conform with union contract rules and regulations, it may be necessary that all exhibitors use qualified union personnel for installation and dismantling of exhibitions and for material handling at the exhibition. Any Exhibitor using an Exhibitor Appointed Contractor (EAC) agrees to notify EDUCAUSE and the Official Exhibition Contractor of such appointment and agrees to indemnify, defend, and hold harmless Official Exhibition Contractor, EDUCAUSE, the Convention Center, and their respective officers, directors, staff, employees, agents, and all official contractors from any and all liability or losses for any act, complaint, damage, or loss to any other exhibitor, the exhibit facility, the property of any contractor, or any consequential damages arising out of any such act or loss from the time the independent EAC first arrives at the facility until the final move-out is complete. The exhibitor further agrees that Show Management may prohibit the EAC from working in the facility if they do not fully comply with all rules and regulations set forth for them at this event. Any Exhibitor using an EAC agrees to advise its EAC of all rules and regulations. Exhibitors shall also ensure that their EAC meets the insurance requirements outlined in paragraph 27 of this Contract.

22. Exhibitor Property. Neither EDUCAUSE, nor the Conference Facility, nor the Official Exhibition Contractor shall be liable for loss or damage to any Exhibitor property and/or the property of Exhibitor’s contractor(s) in storage, in transit to or from the exhibition building, or while in Convention Center building or premises. All property of the Exhibitor and/or of its contractor(s) shall be deemed to remain under the Exhibitor’s custody and control in storage, in transit to or from, and within the confines of the exhibition hall even though it may at times be under the temporary control or direction of EDUCAUSE or the Official Exhibition Contractor.

23. Damage to Exhibit Hall/Conference Facility. Exhibitor shall be responsible for all damage to the Conference Facility that is caused from Exhibitor’s booth display or the acts and omissions of its representatives, agents, or contractors and will immediately reimburse EDUCAUSE for costs incurred as a result of such damage.

24. Security. EDUCAUSE may at its sole discretion choose to provide security for the exhibits. Such security is provided solely for the purpose of preventing unauthorized access into the exhibition area, but in no event should it be relied upon as security for Exhibitor’s property. As such, Exhibitor understands and agrees that EDUCAUSE is not liable for the acts or omissions of any security service and its employees that is allegedly the cause of theft, damage, or other loss to Exhibitor’s property.
25. Cancellation by Exhibitor; Liquidated Damages. While Exhibitor may cancel this Contract at any time, Exhibitor understands and agrees that EDUCAUSE will incur damages from the Exhibitor’s cancellation. Due to the difficulty of determining such damages, Exhibitor agrees the following is a reasonable estimate of such damages and agrees to pay the following as liquidated damages in the event of Exhibitor’s cancellation:

<table>
<thead>
<tr>
<th>Date Written Notice of Cancellation</th>
<th>Cancellation Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>November 19–December 18, 2014</td>
<td>50% of participation fee</td>
</tr>
<tr>
<td>December 19, 2014–January 20, 2015</td>
<td>75% of participation fee</td>
</tr>
<tr>
<td>After January 20, 2015</td>
<td>No refund</td>
</tr>
</tbody>
</table>

In order for cancellation to be effective, EDUCAUSE must be notified in writing, and the date of cancellation will be the date EDUCAUSE receives such notice.

26. Cancellation, Termination, or Postponement by EDUCAUSE. In the event that any unforeseen occurrence shall render the fulfillment of this agreement impossible or inadvisable by EDUCAUSE, the parties shall mutually amend or terminate the agreement at EDUCAUSE’s option. The exhibitor hereby waives any claim against EDUCAUSE for damages or compensation. No monies will be returned should the dates or location of the show be changed by EDUCAUSE, but exhibitor will be assigned space that the exhibitor agrees to use under these same rules and regulations. EDUCAUSE shall not be financially liable in the event the show is interrupted, cancelled, moved, or dates changed except as provided herein.

27. Insurance. During the term of this Contract and for the dates of the exhibit, including move-in and move-out days, Exhibitor shall obtain and maintain Comprehensive General Liability insurance. Such a policy shall provide minimum coverage of not less than $1,000,000 per occurrence and shall name EDUCAUSE, its officers, directors, employees, and agents as additional insureds. A physical certificate evidencing such policy, its coverage, and the additional insureds as required herein may be requested by EDUCAUSE. Failure to provide such a certificate constitutes grounds for EDUCAUSE to cancel this Contract without liability and to retain Exhibitor’s booth fees as liquidated damages. Exhibitor understands and agrees that neither EDUCAUSE nor the Conference Facility maintains insurance covering Exhibitor’s property and it is the sole responsibility of Exhibitor to obtain sufficient insurance coverage for such property.

28. Outstanding Debts. All outstanding debts owed to EDUCAUSE must be paid prior to participation in the exhibition. If such debts remain unpaid at the time of the exhibit ion, EDUCAUSE reserves the right to exclude Exhibitor from the exhibition without liability. Failure of EDUCAUSE to exercise rights under this provision will not waive EDUCAUSE’s right to full collection.

29. Compliance with All Applicable Rules and Laws. In addition to the provisions of this Contract, Exhibitor and its subcontractor(s) agree to abide by all applicable rules, regulations, and state and local laws that may be applicable, including rules of the Convention Center and fire and safety regulations.

30. Severability. If any provision or provisions of this Contract are held to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

31. Choice of Law. This Contract will be construed under the laws of the State of Colorado.

32. Incorporation of Exhibitor Manual. All policies, rules, and regulations contained in the Exhibitor Manual or its equivalent provided by EDUCAUSE are hereby incorporated by reference and made part of this Contract. EDUCAUSE may, from time to time and without prior notice to Exhibitor, amend its policies, rules, and regulations. In such instances, EDUCAUSE shall notify exhibitors of such changes after they have been implemented.

33. Claims and Disputes. In the event of any dispute, controversy, or claim arising out of or relating to this Contract, or the breach, termination, or validity of it, the parties shall first attempt to resolve the matter over a period of at least 30 days before resorting to formal dispute resolution, except that equitable remedies may be sought immediately.

34. Americans with Disabilities Act. Exhibitor warrants that its planned exhibition design, product/service information, and use of booth space at NERCOMP 2015 will be in compliance with the Americans with Disabilities Act (ADA) and hereby accepts full responsibility for compliance with the ADA and shall indemnify, defend, and hold harmless EDUCAUSE, its directors, officers, employees, and agents, and each of them, from against any and all claims and expenses, including attorney fees and costs, arising out of or related to Exhibitor’s breach of this provision or noncompliance with any provision of the ADA. Furthermore, Exhibitor will notify EDUCAUSE and the Conference Facility in writing of any disabled person(s) affiliated with exhibitor who may be attending NERCOMP 2015 and specify the special needs of such person should they exist. Such notice shall be given as soon as Exhibitor learns such person(s) will be attending NERCOMP 2015.

35. Indemnification; Limitation of Liability. Exhibitor assumes full responsibility for the acts, omissions, and conduct of its representatives, agents, and contractors and agrees to indemnify, hold harmless, and defend EDUCAUSE, its officers and directors, employees, and agents from and against any and all claims, losses, damages, governmental fines or penalties, and costs or expenses (including court costs, interest, and attorney fees) of any kind whatsoever arising from such acts, omissions, and conduct except to the extent that such claims, losses, and damages are the direct result of EDUCAUSE’s gross negligence or intentional acts. In any event, EDUCAUSE’s liability to exhibitor under this contract shall be limited to and not exceed the amount of booth fees paid by exhibitor.

36. Entirety of Contract. This Contract and all documents incorporated by reference constitute the entire agreement of the parties and may not be modified or amended in any respect whatsoever without written consent of EDUCAUSE.

37. Waiver. Waiver by either party of any term or condition of this Contract or any breach shall not constitute a waiver of any other term or condition or breach of this Contract.

Please sign below and e-mail to corp@educause.edu or fax to the attention of Corporate Relations at 303-440-0461.

I understand that our participation must conform to these terms and conditions provided by EDUCAUSE.

Name: ____________________________________________

Company: _________________________________________

Signature: _________________________________________

Date: _____________________________________________