



ESRI EXHIBIT AGREEMENT

Esri, 380 New York St., Redlands, CA 92373-8100 USA • TEL 909-793-2853 • FAX 909-793-5953

This Esri Exhibit Agreement ("Agreement") provides the terms and conditions under which **Environmental Systems Research Institute, Inc. ("Esri")** agrees to permit you to participate as an exhibitor and/or sponsor (collectively, "**Exhibitor**") at an Esri Event.

1. DEFINITIONS

- a. "Application" means the application and forms required to obtain Exhibit Space at an Esri Event.
- b. "Badges" means the Esri Event identification badges and/or ribbons that are furnished to designate Exhibitors.
- c. "Esri Event" means a private event organized, sponsored, and/or hosted by Esri and all associated programs, receptions, and showcases thereto. The list of Esri Events includes, but is not limited to, the Esri User Conference (Esri UC), the Esri Education GIS Conference Expo, the Esri Business Summit Expo, the Imaging and Mapping Forum Expo, the Academic GIS Program Fair Expo, and the National Security and Public Safety Summit Expo.
- d. "Event Location" means the locale of the Esri Event. For example, at the Esri UC, the Event Location includes the San Diego Convention Center, the city of San Diego, the San Diego Marriott Marquis & Marina Hotel, the Hilton San Diego Bayfront Hotel, the Manchester Grand Hyatt San Diego, the Omni San Diego Hotel, and the San Diego Port District.
- e. "Event Management" means Esri; the Event Location owners and operators; and the Personnel, affiliates, successors, and assigns of the foregoing.
- f. "Event Materials" means all Exhibitor items brought to the Esri Event, including, but not limited to software, programs, hardware, data, equipment, brochures, Exhibits, goods, wares, materials, and all other property owned, rented, leased, or procured by Exhibitor in conjunction with the Esri Event.
- g. "Exhibit" means the Exhibitor's display, booth, presentation, exhibit, signs, banners, or sponsorship staging.
- h. "Exhibit Space" means Exhibitors assigned space, booth, sponsorship location, or other space assigned to Exhibitor at the Esri Event.
- i. "General Services Contractor" means the designated entity or organization that provides services at the Event Location.
- j. "Inline Exhibit" means an Exhibit space with its display on either side and/or back in a contiguous row of other Exhibits.
- k. "Island Exhibit" means a contiguous Exhibit space with aisles on both sides.
- l. "Logo" means the proprietary and licensable logo, emblem, or mark of Exhibitor provided to Esri for use or display in conjunction with the Esri Event.
- m. "Online Exhibit Manual" means the materials that contain Exhibitor information, including, but not limited to, booth location(s), sponsorship information, forms, and the requirements of the General Services Contractor.
- n. "Personnel" means the principals, directors, officers, employees, agents, contractors, and independent contractors of a party.

2. RIGHT OF REFUSAL AND ACCEPTANCE

Esri reserves the right, in its sole judgment, to determine the eligibility of an Exhibitor for an Esri Event. Esri may reject applications by Exhibitor for any reason whatsoever. In the case of rejection, any fees submitted to Esri by Exhibitor will be returned. Esri is not liable for any damages or costs incurred as a result of said rejection.

By submitting the Application, fees, and other required information, Exhibitor agrees to occupy the Exhibit Space and to comply with this Agreement. Esri's notice to Exhibitor of an Exhibit Space assignment constitutes acceptance by Esri. Exhibitor represents and warrants that

Exhibitor has full right and authority to participate as an Exhibitor at the Esri Event.

3. CONFIRMATION, SHIPMENT, AND INSTALLATION

Upon acceptance of Exhibitor, Esri will send a confirmation email containing the Exhibit Space location and a link to the Online Exhibit Manual. Esri reserves the right to relocate Exhibits, rearrange the floor plan, and take any action necessary to ensure compliance with the terms of this Agreement and/or the rules, laws, and regulations of the Esri Event or Event Management.

The General Services Contractor must be used to supply services and materials for Exhibit decor at the Esri Event. The requirements of the General Services Contractor will be made available to Exhibitor. Esri is not responsible for any of the services performed or materials delivered by any third party, including the General Services Contractor. No Exhibitor shipments will be accepted by Event Management. Inbound freight instructions will be provided in the Online Exhibit Manual.

4. USE OF EXHIBIT SPACE

Exhibitor must comply with all laws, rules, requirements, and regulations set forth by Event Management and/or any local authority. In addition, Exhibitor must comply with the following requirements:

- a. Exhibit Space Construction. Construction and use of Exhibit Space, including the Exhibit, must be in accordance with the Online Exhibit Manual. Event Management may inspect the appearance of the Exhibit or Exhibit Space prior to show opening. Where necessary, masking drapes will be placed to cover unsightly wires, unfinished back walls, and so forth, at Exhibitor's expense.
- b. Exhibit Dimensions. Exhibit fixtures, components, tower, and identification sign will be permitted to a back wall height of eight (8) feet for Inline Exhibits and sixteen (16) feet for an Island Exhibits. Inline Exhibits may not extend more than two (2) feet from the back wall or interfere with other exhibitors or event operations.
- c. Obstruction. Any portion of an Exhibit that obstructs the view, interferes with the privileges of other Exhibitors, extends beyond the designated Exhibit Space, or for any reason becomes objectionable, must be immediately modified or removed by Exhibitor.
- d. Signage. Signs attached to the Exhibit are permitted to a maximum height of eight (8) feet for Inline Exhibits and sixteen (16) feet for Island Exhibits. Exhibitor must obtain authorization from Event Management to use hanging signs, which will be granted in the sole discretion of Event Management. Authorization for hanging signs may vary depending on the infrastructure and/or accommodations of the Event Location. In no event are hanging signs allowed on Island Exhibits that are smaller than twenty by twenty (20 x 20) feet in floor area. Hanging signs may not exceed twenty (20) feet in height.
- e. Sharing Exhibit Space. Exhibitor may not assign, sublet, share, or apportion any part of the Exhibit Space without the written consent of Esri. Any attempted assignment by Exhibitor is void.
- f. Nuisance. Event Management reserves the right to restrict Exhibit activities (including demo theaters), noises, operations, or materials that, in sole the opinion of Event Management, unduly interfere with other exhibitors, the Esri Event, or adjacent events. Failure to comply may result in termination of Exhibitor's operation at the Esri Event.
- g. Sale of Equipment and Services. Sales that may result in the exchange of merchandise and/or money are not permitted at the Esri Event.
- h. Giveaways. Items given to attendees as giveaways must have the written approval of Esri. Esri reserves the right to prohibit distribution of items Esri deems inappropriate in its sole discretion.

- i. Exhibitor Activities. Exhibitor may display only the goods or services identified on the Application. Exhibitor's activities must be confined to its Exhibit Space. Distribution of literature or promotional items outside of the Exhibit Space is prohibited without the written consent of Esri.
- j. Raffles/Prizes. Exhibitor may not conduct raffles, prize drawings, or lotteries without the written consent of Esri. Esri will not make announcements regarding contests, drawings, or raffles.
- k. Conflicting Activities. Exhibitor may not sponsor group functions, such as speeches, hospitality suites, or group activities during hours that conflict with any programmed Esri Event function without the written consent of Esri. Exhibitor may not promote or distribute promotional material regarding other trade shows or conferences that are not held in conjunction with the Esri Event without the written consent of Esri.
- l. Balloons. Helium balloons may not be offered or displayed as part of the Exhibit Space unless otherwise specifically permitted by Event Management.
- m. After-Hours Activities. Meetings or other sales-type activities in the exhibit hall during setup, prior to, or after exhibit hours, require prior approval from Event Management, with the exception of Exhibitor's own internal coordination meetings regarding the Exhibit.
- n. Private Event. Only registered attendees may attend the Esri Event and the associated receptions and/or showcases. Esri does not provide passes for Exhibitor's clients.
- o. Food and Beverage. Outside food and beverages are prohibited in the Exhibit Space and common areas of the Esri Event unless approved by Event Management. For certain Esri Events, food and beverages must be ordered and approved through Event Management.
- p. Attire. All Exhibitor staff and representatives must wear appropriate business attire as determined by Esri's in its sole discretion.
- q. Exhibitor Logo. Exhibitor shall provide a Logo to Esri during the registration process. Esri may modify the size of Exhibitor's logo as needed for its reasonable use. Logo use may include, but is not limited to, websites, programs, print materials, promotional materials, presentations.
- r. Moving Devices. Use of flying devices (including UAVs), remote control devices, or moving vehicles, including, but not limited to, small vehicles, toys, drones, flying blimps, helicopters, and planes, whether controlled by remote control or motorized, is strictly prohibited at the Esri Event without the written consent of Esri. Approval may be subject to the rules and regulations of Event Management.

5. EXHIBIT HOURS

The Esri Event will be open during the hours set forth by Esri. Setup or teardown of any portion of an Exhibit may only be done during the setup or teardown hours. Exhibits must be fully operational and staffed during the open exhibit hours as defined in the Online Exhibit Manual.

6. CANCELLATION BY EXHIBITOR

Once registered, Exhibitor may cancel at any time. Any refund of fees is expressly contingent on (i) filling the space with another suitable Exhibitor, and (ii) the following refund policy:

- a. Cancellations providing written notice received by Esri not later than sixty (60) days prior to the Esri Event will receive a refund of fifty percent (50%) of fees paid to Esri.
- b. Cancellations providing written notice received by Esri less than sixty (60) days prior to the Esri Event will not receive a refund.

7. EXHIBITOR REGISTRATION AND BADGES

- a. Registration. Esri Event registration is provided directly by Esri or through an authorized Esri international distributor. Esri Event registration is limited to Exhibitor and its operators (which includes Exhibitor's direct, regular, full-time employees) and may not be transferred to third parties, including, but not limited to, contractors,

consultants, associates, partners, other Esri clients, or family members without the written consent of Esri.

- b. Badges. Exhibitor Badges may be obtained at the registration counter or other location designated by Event Management. Badges must be visibly displayed at all times within the Esri Event. During setup and teardown, special Badges may be assigned to individuals working on the Exhibit Space. These Badges may not be valid during regular conference hours.

8. MINIMUM AGE POLICY

Children under the age of eighteen (18) may only be admitted to the Esri Event (i) as permitted as part of a youth GIS program, (ii) during specifically designated hours (e.g., family night), or (iii) with the written consent of Esri. This restriction includes infants and toddlers.

9. FIRE REGULATIONS

Exhibit Space construction and decorations must conform to applicable fire and building code regulations and the rules of Event Management and/or the Event Location. Combustible or explosive materials may not be used. Cloth and other flammable materials must be flame-proofed. All packing materials must be removed from the Exhibit Space.

10. CARE OF PREMISES

Exhibitor bears the sole responsibility for damage to the Event Location caused by Exhibitor or its agents. Materials may not be pasted, nailed, or otherwise affixed to walls, doors, or other surfaces in a way that might mar, damage, or deface the Event Location. Damage from failure to observe this notice is the responsibility of Exhibitor. Such damage may, at the exclusive option of Event Management, be repaired by Event Management and invoiced to Exhibitor.

Exhibitor must keep the Exhibit Space reasonably clean and free of debris. In the event that Exhibitor does not keep the Exhibit Space or other Event Location areas reasonably clean, such cleaning may, at the exclusive option of Event Management, be conducted by Event Management and invoiced to Exhibitor.

11. LIABILITY

Exhibitor shall, to the extent allowed by law, defend, indemnify, and hold harmless Event Management against any and all loss, liability, claim, cost, damages, cause of action, or other charges whatsoever resulting from Exhibitor's use of Exhibit Space including, but not limited to, personal injury, death, loss and/or property damage. Exhibitor has the sole and complete responsibility and liability and for its Event Materials at all times.

Exhibitor is solely responsible for the acts of Exhibitor Personnel under this Agreement. Exhibitor will provide Exhibitor Personnel with a complete copy of any Esri Event rules and regulations and will ensure that the activities of Exhibitor Personnel conform to same. Exhibitor agrees to defend, indemnify, and hold harmless Event Management and the other exhibitors from any and all loss, liability, claim, cost, damages, cause of action, or other charges whatsoever resulting from the acts of Exhibitor Personnel.

Event Management is not liable for any loss, liability, claim, cost, damages, cause of action, or other charge due to cancellation, postponement, or failure to perform under this Agreement as a result of causes beyond Event Management's control including, but not limited to, labor disputes, civil commotion, war, threats of war and/or terrorist activities, government regulations, weather, natural disasters, or acts of God.

Exhibitor releases Event Management from any and all loss, liability, claim, cost, damages, cause of action, or other charges to Event Management and the licensees of Event Management that may arise

or be asserted as a result of submission of an Application or participation in the Esri Event.

12. INSURANCE

Exhibitor must have a commercial general liability insurance policy or be legally self-insured for at least one million dollars (US\$1,000,000.00) per occurrence. If required by Event Management, Exhibitor will provide Esri with an insurance certificate evidencing the following as a certificate holder and additional insured:

Environmental Systems Research Institute, Inc.
380 New York Street
Redlands, CA 92373-8100

Exhibitor will provide Esri at least thirty (30) days' written notice of policy cancellation, nonrenewal, or decrease in coverage. Insurance certificates issued from international insurance providers must state that the policy is valid within the United States.

Exhibitor waives any and all claims and rights of subrogation that arise, or may arise, in Exhibitor's favor during the Agreement period for any and all loss of, or damage to, any of Exhibitor's property if the loss or damage is covered under Exhibitor's valid and collectible fire and/or extended coverage insurance policies. This waiver is in addition to, and not in limitation of, any other waiver or release. Exhibitor agrees to provide written notice of the terms of this waiver of subrogation to the insurance company from which Exhibitor procures its policies. Exhibitor also agrees to provide written notice and/or instructions to Exhibitor's insurance provider for the proper endorsement of Exhibitor's insurance policies so as to prevent the invalidation of its insurance policies due to this waiver of subrogation.

If Exhibitor wishes to insure its Event Materials against theft, damage, fire, accident, loss, or liability of any kind, Exhibitor must do so at Exhibitor's own expense.

13. GENERAL TERMS

All rights related to the Esri Event are the exclusive property of Esri. The rules and regulations of the Esri Event are subject to change at any time. Esri will make reasonable efforts to notify Exhibitor of any changes.

Esri reserves the right to record the Esri Event, which includes, but is not limited to, the Exhibit, Exhibit Space, Logos, Exhibit Materials, presentations, lectures, functions, and Exhibitor's attendees. Esri may use the footage in Esri marketing and promotional materials without compensation. Any recording of the Esri Event by Exhibitor, including, but not limited to, audio, video, and still photography, and the distribution and/or transmission thereof, is expressly prohibited without the written consent of Esri.

Exhibitor will conduct itself in a professional manner and treat other exhibitors and attendees with respect. Failure of Exhibitor, including Exhibitor Personnel, to comply with any of the provisions of this Agreement may result in the immediate removal of Exhibitor and Exhibitor Personnel from part or all of the Esri Event as decided by Esri in its sole discretion. Exhibitor is responsible for all related removal expenses.

This Agreement is governed by the laws of the State of California. The parties agree to the exclusive venue of the San Bernardino County, California, for any action brought under this Agreement.

This Agreement, including the Application, Online Exhibit Manual, any Esri Event rules and regulations, and associated materials, constitutes the complete agreement between the parties.