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1 Contract

The Contract Provisions and following Exposition Rules and Regulations become binding upon acceptance of the Application/Contract between the applicant, its employees and agents, and the Society of Cable Telecommunications Engineers Inc., hereafter referred to as SCTE, and any additions and amendments thereto that may thereafter be established by the Society.

2 Adherence to Expo Rules

Upon acceptance of the Application/Contract by Expo Management, the exhibiting firm agrees to abide by the Exposition Rules, Application/Contract Provisions, and any revisions or amendments thereto made by SCTE. Exhibiting firms not complying with said rules, having knowledge of them or not, shall be subject to actions taken by SCTE. Such actions may include, but not be limited to, barring the participation of the exhibiting firm in this and future Expos.

3 Floor Plan

The arrangement of the exhibit spaces are shown on the floor plan. The dimensions and locations of exhibit spaces, exits and other structures are believed to be accurate but only warranted to be approximate. Furthermore, SCTE Show Management reserves the right to make such modifications, to whatever extent SCTE deems appropriate, to the official floor plan as may be necessary to meet the needs of the exhibitors and the exhibit program.

4 Space Assignment

Space will be assigned according to seniority (point system), booth size or contract receipt dates depending on the round of booth assignments. Every effort will be made to assign exhibitors to one of their chosen spaces. However, SCTE reserves the right to make the final space assignment or change the space assignment after the acceptance of the Application/Contract, should it be necessary and in the best interest of the Expo.

5 Payment & Collections

- A Applications for space must be accompanied by the required payment per instructions on the Application/Contract. Payment in full for exhibit space is due by 3/20/09. Exhibitors failing to make the required final exhibit space payment as scheduled shall forfeit their right to participate as an Exhibitor and lose their deposit. Applications failing to comply with the required payment will be delayed in the processing and assignment of space. All deposits or payments made under this Agreement must be made in United States dollars and any other negotiable instruments must be drawn upon a United States bank.
- B No cancellation shall be acknowledged unless it is received by SCTE in writing. The date upon which the notice of cancellation is received shall apply as the official date of cancellation. Upon receipt of written cancellation from the exhibiting firm, SCTE will acknowledge such receipt in writing.
- C Unless otherwise agreed by both parties in writing, the only terms applicable to cancellation are those under this paragraph. Should an exhibitor cancel from the show, the following shall apply:
 - 1 The exhibiting company shall forfeit the entire amount paid for the reserved space.
 - 2 If an exhibiting company cancels on or before 3/06/09 and the Expo is completely sold out of available exhibit space at the time of the show, the exhibiting company is entitled to a refund of 50% of the amount due at the time of cancellation. The refund will be mailed approximately six (6) weeks after the close of the show.
- NOTE: For refund purposes, amount due means (one-half) the total cost of the contracted exhibit space. If the amount paid for the contracted space is less than the amount due, the refund shall be the difference between the amount paid and (one quarter) the total cost of the contracted space.
- D Upon notification of cancellation, SCTE has the right to resell the space vacated.
- E Exhibitors reducing or downsizing the amount of square footage contracted will be subject to the same cancellation penalties listed in 5A-D.

6 Service Order Kit

A Service Order Kit (SOK) will be sent to exhibiting firms in good standing approximately 8-10 weeks prior to Expo. The SOK contains important information and order forms for the services offered by the Official General Contractors, including drayage, booth furnishings, labor, audio/visual, electrical, telephone, etc.

7 Shipping/Handling & Receipt of Freight

The Official Contractor for the receipt of the exhibit materials and delivery of these materials to the exhibit space will be designated in the Service Order Kit (SOK). Shipment of exhibit materials, whether by motor freight (common carrier) or air, should be forwarded in accordance to the specific instructions given by the Official Contractor in the SOK. Exhibit materials should always be sent prepaid with a copy of the Bill of Lading forwarded to the Official Contractor. All materials should be sent to the locations designated. Nothing should be sent to the exhibit site unless the exhibitor has made prior arrangements with the Contractor. Exhibit materials will be received at the exhibit site on move-in days only. The majority of motor freight and air freight companies do not deliver on weekends.

8 Exhibit Standards

SCTE has the right to prohibit any exhibitor part of an exhibit which in its opinion is not suitable to, or in keeping with, the character or purpose of Cable-Tec Expo®. Questionable exhibits shall be modified at the request of SCTE.

Installation Dates

Saturday, October 24

1 p.m.–5 p.m.

(with prior written show management approval)

Sunday, October 25

8 a.m.–5 p.m.

Monday, October 26

8 a.m.–5 p.m.

Tuesday, October 27

8 a.m.–5 p.m.

Wednesday, October 28

8–11 a.m.*

(Touch up ONLY)

*Note: All exhibits must be complete by 11 a.m. Wednesday.

Exhibit Dates

Wednesday, October 28

2–6 p.m.

Thursday, October 29

11 a.m.–5 p.m.

Friday, October 30

9 a.m.–1 p.m.

Dismantle Dates

Friday, October 30

1–9 p.m.

Saturday, October 31

8 a.m.–noon

9 Exhibit Booths & Displays

- A Linear booths (side-by-side) will be provided with an eight-foot (8') curtain back wall, dividing three-foot (3') side rails and a booth I.D. sign at no additional charge.
- B Exhibits/Displays may be placed in the area not more than five-feet (5') forward from the back wall of the booth, and up to a height not to exceed eight-feet (8') from the floor. All parts of the exhibit display in any portion of the booth beyond five-feet (5') from the booth back wall shall be placed not to exceed four-feet (4') in height.
- C Height limitations must be observed as follows: Linear booths shall not exceed eight-feet (8') in height and ten-feet (10') if against a wall. The interior fifty percent (50%) of an island booth must not exceed twenty-two-feet (22') high. The height around the exterior fifty percent (50%) of the booth shall not exceed sixteen feet (16'). Island booths are defined as a booth with aisles on all four (4) sides. All others are defined as linear booths. No advertising logos, displays, signage or exhibit structures may exceed the height limitation. The height limitation will be strictly enforced without exception. Bridging of booths across an aisle for any reason, and by any means, is prohibited.
- D Double-Decker exhibits are strictly prohibited under all circumstances. Exhibits referred to as multi-story and/or raised meeting platforms are also strictly prohibited.
- E All unfinished parts of an Exhibit/Display that are exposed and facing an aisle or neighboring exhibitor must be curtained off at the exhibitor's expense.
- F Rigging of signs and/or apparatus is strictly prohibited for booths less than 20' x 20' and will be removed at the exhibiting company's expense. Larger booths may install rigging no greater than twenty-two-feet (22') in height and must meet a scheduled rigging deadline.
- G Exhibits/Displays not meeting these specifications, or which in design, operation or otherwise, are objectionable in the opinion of SCTE will be modified to meet these specifications.

10 Use of Exhibit Space

- A Exhibitors shall reflect their institution's highest standard of professionalism while maintaining the booth during show hours. The booth must be maintained by at least one company representative at all times during the show's operation.
- B Exhibitors are prohibited from making direct sales on the exhibit floor. No selling or order-taking is permitted. Display space and time is only for the purposes of making contacts, demonstrating products and answering questions.
- C All demonstrations and exhibits must be confined to the contracted space. Visitors to the booth must be contained within the perimeters of same. No overflow into the aisles will be permitted due to fire regulations.
- D Exhibiting companies using live entertainment germane to their exhibit must complete the "Live Entertainment Form" and submit a scale schematic drawing indicating the location of staging, sound system and audience area to SCTE.
- E The use of strolling entertainment is strictly prohibited.
- F Products of firms not exhibiting may not be displayed or advertised in any exhibit area or elsewhere in the convention hall and/or any participating Cable-Tec Expo® hotel.
- G Lighter than air (i.e., helium) filled items are forbidden on the exposition floor.
- H Use of glitter, confetti, smoke, and similar decorative items are not permitted on the exhibit floor.
- I No animals, reptiles, birds, fish, or insects may be used as part of any exhibit.
- J Alcohol on the show floor, whether fermented or distilled, is strictly prohibited.

11 Sound Level Restrictions

A strict maximum sound level will be maintained on the exhibit floor. SCTE show management will monitor the sound level of each individual exhibiting company during show hours. Measurements will be taken at a distance no greater than ten feet (10') from the offending display. Demonstrations found to have objectionable sound levels will be shut down. The decision on what is distracting rests solely with SCTE show management. The exhibitor acknowledges and accepts that SCTE has full authority to disconnect power to the exhibitor's sound system. Any cost connected with this forced compliance will be at the Exhibitor's expense.

12 Exhibitor Service Desk

Provisions will be made to maintain service in, or near, the Exhibit Area at an Exhibitor Service Desk. The desk will be staffed by the Official General Contractor(s) throughout the Expo's installation, operation and dismantling periods. The Service Desk will be open daily during the normal "working hours" of 8 a.m.–5 p.m. unless otherwise noted.

13 Official Contractors

SCTE has selected Official Contractors to provide services and furnishings for this show. The purpose of these contractors is to provide quality service and products to exhibitors at a competitive rate in a safe and timely fashion, thereby assuring a smooth and problem-free show. The following services and furnishings must be provided by the Official Contractors whose forms will appear in the Service Order Kit (SOK):

- Security, cleaning and janitorial services
- Freight handling in/out
- Standard rental furnishings
- Erecting or dismantling an exhibitor's display
- All ancillary services including photography, floral, audio-visual, etc.
- Lead-tracking

14 Third-Party Contractors

- A Exhibitors utilizing third-party contractors agree to submit a completed Third-Party Contractor Notice with proof of insurance by the designated due date. Third-Party Contractor Notices are contained in the Service Order Kit (SOK).
- B Exhibitors utilizing third-party contractors agree to indemnify and hold harmless the Conference Sponsor(s), the Show Management and the Exhibit Facility from any and all liability, including attorney's fees, which may

arise due to the third-party contractor's presence or actions.

- C All third-party contractors must maintain the following General Liability Insurance Coverage: 1. General Liability, broad form: one (1) million dollars; 2. Automobile Liability, and Auto: one (1) million dollars; 3. Workers' Compensation as required in the state the Expo is located; and 4. Employers' Liability: one (1) hundred thousand dollars. Umbrella Form Excess Liability may be used to bring coverage levels up to these requirements. In addition, the policy must name as additional insureds: S CTE, Expo Management and the Exhibit Facility.

15 Installation of Exhibits

- A Exhibitors may have access to the Exhibit Area starting at the beginning of the installation period. The "working hours" during installation begin at 8 a.m. and end at 5 p.m. unless otherwise designated. Requirements for services before or after these times must be arranged through the appropriate contractor.
- B The exhibitor must have the installation of his display, and his exhibit area, complete at least three (3) hours before the opening of the show. Any booth with a crated display remaining unattended four (4) "working hours" prior to the end of the installation period will be erected or put into storage at the discretion of the Expo Management, unless otherwise notified by the exhibitor in advance. All charges for labor, etc. will be applied to the exhibitor of record. Firms not utilizing their space by the mandatory time of completion shall forfeit the use of that assigned space. S CTE reserves the right to use the space without further obligation, i.e. refund, loss of business or disparagement or liability, etc.
- C All empty crates, upon erection of the display, shall be labeled as such and properly identified with the company name and booth number for removal by the Official General Contractor from the exhibit floor. All empty crates and cartons must be properly identified to facilitate their delivery by the Contractor at the close of the show.
- D The exhibit facility does not provide a storage service for "empties" but will maintain a janitorial service of the aisles, entrances and exits in the exhibit area.

16 Booth Sharing & Program Listing

SCTE will allocate housing and badges based on the square footage of the primary exhibiting company only. Distribution of housing and badges is the primary exhibiting company's sole decision and responsibility. Separate program listings for partnerships, subsidiaries and/or joint ventures will be accommodated through the submission of a Directory Listing Form. This separate listing does not necessitate additional submission of funds. Exhibitor points will be awarded only to the company named on the Application/Contract and cannot be split or shared.

Note: Companies are allowed to share booth space as long as there is at least one (1) 10'x10' booth per company (i.e., two (2) firms cannot share a 10'x10' booth; they may share a 10'x20' or larger).

17 Exhibit Operations & Activities

- A Exhibitors are held liable for compliance with the Expo Rules as set forth herein and are therefore responsible for informing their third-party contractors of the rules.
- B Distribution of printed matter, souvenirs or any other forms of advertising is forbidden in the corridors or lobby of the convention facility, hotels or exhibit areas. No activities will be permitted in any exhibit space that are contrary to the law, the rules of the Expo or exhibit facility or that will disturb exhibitors in the immediate area. The exhibit booth must be maintained by at least one company representative at all times during the Expo's operation. All displays, equipment, booth furnishings, product demonstrations, prize drawings and marketing/promotional activities, including surveys of any nature conducted by the exhibitor or a contracted survey firm, must be confined to the booth.
- C Materials, equipment or activities which detract from the atmosphere of the Expo or which disturb exhibitors are prohibited. Costumed personnel or mannequins must not be offensive or disruptive in their appearance or dress.
- D No public address announcements.

18 Dismantling & Removal of Exhibits

- A The packing of merchandise and dismantling of Exhibits/ Displays shall not start until after the Show's closing. Empty crates and cartons will not be delivered until this time. Early removal of equipment prior to the show closing is strictly prohibited. Exhibitors will not be permitted to remove any of their show equipment or display materials from the facility between the opening or closing of the exposition without special written permission from SCTE.
- B Exhibitors found in violation of the Early Dismantle clause contained in the Application/Contract will be subject to penalties including, but not limited to: one (1) year's loss of exhibitor points and a letter to the exhibiting company's CEO notifying him/her that their company performed unprofessionally. The letter will list all penalties that apply to early dismantling of exhibit booths.
- C Arrangements for the use of exhibitor services, i.e. labor and/or shipment of exhibit materials from the show site should be made well in advance of the show's closing. Materials left in the booth after the show not packed/crated or covered by a bill of lading for shipment will be packed, shipped or stored at the discretion of the Official Contractor and all expenses will be charged to the exhibitor of record. The exhibit hall must be cleared of all exhibit materials by the end of the dismantle period.

19 Safety

- A Fire regulations require all display material used for decoration to be flameproof.
- B Any and all electrical equipment, including signs and lights, shall be in good operable condition and able to pass the inspection of the local Fire Underwriters Inspection Bureau. Each exhibitor agrees to be knowledgeable and responsible regarding ordinances and regulations pertaining to health, fire prevention, and public safety while participating in the Expo.
- C The use of flammable materials, necessary to the purpose of the exhibit where no other alternative can be used, must first be brought to the attention of S CTE in writing not less than ninety (90) days before the show's opening, for approval.

20 Security, Liability & Insurance

- A Security guards shall be provided during the closed hours of the Expo. The furnishing of the guards shall not increase the liability of SCTE. After show hours, only those Exhibitor personnel properly identified and with the permission of SCTE may enter the exhibit area.
- B SCTE, its agents and employees will not be liable for failure to hold the Expo as scheduled. Payment for exhibit space will be returned in that event, less any actual expenses incurred in connection with the Expo will be deducted if the Expo is relocated, delayed or canceled prior to the opening date because of fire, or any act of God, or public enemy, or strike, or epidemic, or any law, or regulation, or public authority, or any act of terrorism, or any reason which makes it impossible or impractical to hold the Expo.
- C Neither will SCTE, the official service contractors, the exhibit facility, its members, nor the representatives and/or employees thereof be responsible for injury, loss or damage that may occur to the exhibitor, or the exhibitor's employees or property from any cause whatsoever, prior, during or subsequent to the period covered by the Application/Contract.
- D Exhibitors agree to maintain such insurance that will fully protect SCTE from any and all claims of any nature whatsoever, including claims under the Workmen's Compensation Act, and for personal injury, including death which may arise in connection with the installation, operation or dismantling of the exhibitor's display.
- E Damage to inadequately packed property is the exhibitor's own responsibility.
- F Damage to the facility housing the Expo, caused or done by the exhibitor, shall be replaced or repaired at the expense of the exhibitor. Additionally, the exhibitor agrees to protect, save and hold harmless SCTE and the Exposition Facility of and from all loss, liability and/or damage whatsoever, caused to the facility housing the Exposition, or any part thereof, directly or indirectly.
- G Exhibitors are advised to add on to their existing insurance a portal-to-portal rider at a nominal cost, protecting them against the loss/damage to their materials by fire, theft, accident, etc.

21 Hospitality Suites & Meeting Rooms

- A All companies that wish to host hospitality suites must also have contracts for an exhibit booth on the Expo floor; if not, they may be prohibited or subject to an additional suite surcharge. Exhibitors requiring the use of meeting rooms in participating Expo hotel(s) must obtain written authorization from SCTE and absorb cost of rental, if any. Limited meeting rooms are available in the Exposition Facility.
- B The term Hospitality Suite shall include any open room with readily available food, drink and/or entertainment where same may have been announced or advertised.
- C Hospitality Suites shall be inoperative during the convention sessions, exhibit hours and authorized hospitality functions. They may begin at the close of the convention sessions or exhibit hours, whichever ends last. Food, drink and/or entertainment must be cut off by 11 p.m. when Hospitality Suites are located in sleeping room areas.
- D All Hospitality Suite or press conference signs must be located in the exhibitor's booth and not in the Convention/Exposition facility, hotel function spaces, hallways, lobby, on elevator walls, etc. The exhibitor will be billed for cost of removal and damages incurred by improperly placed signs.
- E No hospitality events are permitted in the show floor, in booths outside official exhibit hours.

22 Publication Bins

All trade press periodicals, journals and literature must be distributed from the Official Publication Bins located in or near the Exposition Facility. SCTE must be notified at least 45 days prior to the show if a Publication Bin(s) is required and prepay for the rental of such space.

23 Distribution of Promotional Materials

SCTE must approve the distribution of any and all promotional materials intended for distribution to guest rooms of the official convention hotels. Companies distributing their materials in this fashion without prior approval of SCTE will be subject to forfeiture of their exhibit space without refund. Distribution, upon authorization by SCTE, is subject to individual host hotel restrictions. No material may be placed in registration areas or public space within the exposition facility.

24 Scheduling of Press Conferences

Press conferences may be scheduled October 28-30 in the Convention/Exposition facility within specified time slots. All press conferences must be approved and coordinated through SCTE.

25 Special Functions

- A Exhibitors agree that their sponsored activities will not conflict with SCTE Convention/Exposition hours, program sessions, or SCTE sponsored hospitality functions.
- B In order to coordinate the scheduling of special functions, all requests for these functions must be submitted in writing to SCTE. Assignment of space for special functions is subject to availability and receipt date of the written request. Such functions may in no way interfere with the success of the show. What constitutes interference with the success of the show shall be determined at the sole discretion of SCTE.

26 Admission Policy

- A SCTE shall have sole control over all admissions of persons. All persons visiting the exhibit area will be admitted according to the rules and regulations of the Expo as established by SCTE.
- B Due to liability concerns, persons under the age of 18 must be accompanied by an adult wearing a badge and will not be permitted on the show floor during the hours of installation and dismantle regardless of relation, affiliation or circumstances. Any exception must be cleared in advance through SCTE.
- C Altered Badges: Security guards may ask for identification to substantiate the identity of the badge holder. Use of badges by anyone other than the person to whom the badge was issued will be grounds for confiscation of the badge.

27 Exhibitor Badges

Exhibitor personnel may be registered on a complimentary basis of five (5) badges per 100 sq. ft. of occu-

Additional exhibit space, up to a maximum of eighty (80) badges, for admittance to the exhibit hall only. Additional badges may be purchased at \$30 each.

28 Badge Changes

A \$5 fee will be charged for all badges replaced on-site; whether lost or for substitutions. The company name, city and state will appear on the badge exactly as stated on the exhibit contract.

29 Complimentary Registrations

Distribution of complimentary full registrations and exhibitor badges is contingent upon compliance with housing policies. Complimentary Full Attendee Registrations for all sessions will be issued to each Expo Partner (formerly Sustaining Member) company contracting exhibit space, based on size of booth. Booths ranging from 100–300 sq. ft. receive two (2) full registrations, 400–600 sq. ft. receive four (4) full registrations, 800 sq. ft. receive six (6) full registrations, 1,000 sq. ft. receive eight (8) full registrations and 2,000 sq. ft. and larger receive the maximum of ten (10) full registrations per company. These badges may be transferred to employees within the named company and must be accompanied by an exhibitor badge. Additional full registrations may be purchased at published registration rates.

30 Unauthorized Solicitation

Solicitation of business in any convention/exposition area, including hotels, by vendors who are not official Expo exhibitors is not in the best interest of S CTE members or exhibitors. Any such occurrence should be reported promptly to the S CTE Show Management office.

31 Reserving Exhibit Space

- A Any/all exhibit space must be reserved by submitting the official Application/Contract to S CTE. No booth(s) will be held and/or reserved with or by verbal, written or faxed requests.
- B Upon submission of the official Application/Contract, please ensure it is valid by completing the form and adhering to steps 1–9 (see Instructions to Validate Contract on the Application/Contract); otherwise, there will be a delay in processing and assignment of space.

32 Guest Passes

Guest passes will be sent electronically to exhibiting companies in late July. These complimentary coupons for free admission to the Expo exhibit hall may be used all three (3) days, and are intended for your company's invited guests.

33 Amendments to Regulations

All matters and questions not specifically covered by the articles in this contract shall be subject to the decision of S CTE. The aforementioned items covered by this contract may be amended at any time by S CTE in the interest of the Expo and notice thereof shall be binding on exhibitors equally with the foregoing rules set forth in this contract.