

Retail Store Solutions Education Conference 2003
January 26-28, 2003; Hilton in the Walt Disney World Resort, Lake Buena Vista, Florida

APPLICATION & CONTRACT FOR EXHIBIT SPACE

Prior to completing this Application & Contract for Exhibit Space, please review the Contract Conditions/Rules & Regulations on page 2. Complete this form and return with payment to:

IBM EXPO Headquarters
3100 Windy Hill Road, WE2C1
Atlanta, GA 30339
Phone: 770-835-EXPO (3976), Fax: 770-835-3389

Note: Contract will not be processed without full payment. Acceptance of an application is dependent upon available space and StoreProven status for the solution as well as the product, segment and region of installations. Applications meeting the desired criteria will be accepted and booths will be assigned in the order that payment is received. **Please make checks payable to International Business Machines Corporation.** Indicate here _____ if you prefer to wire your payment instead of sending a check in US\$. We will then send you instructions for wiring your payment. The terms "EXPO" and "SOLUTION CENTER" and "SurePOS Showcase" will be used interchangeably on this application and contract. Please complete the information requested below. Attach a separate sheet if more space is required.

Company: _____ Admin. Contact: _____

Address: _____

City: _____ State: _____ Country: _____ Zip: _____

Telephone: _____ Fax: _____ e-Mail ID: _____

On-Site Contact: _____ Telephone: _____

Company web site address: _____

Name of the StoreProven application solution(s), owned by you, that will be demonstrated _____

IBM Retail Store Solutions product(s) on which the application solution will be demonstrated _____

Circle Retail Segment(s) where solution is installed: Specialty, Restaurant, Fast Food, Gas & Conv, Other: _____

IBM Retail Store Solutions hardware platform(s) installed with: _____

Country(s) where each application solution is currently installed: _____

Optional: Customer reference names for application solution(s) _____

Optional: Primary competitor(s) you prefer not to be placed next to: _____

Exhibit Booth (6' x 10') - one booth space only per company US\$ 3,000 *

* Includes two Exhibitor Badges which entitles holder to access the EXPO and scheduled meal functions. Persons who will use the Exhibitor Badge must complete an online enrollment for the conference no later than December 20, 2002. While enrolling as an exhibitor the option will be given to upgrade the Exhibitor Badge to a Conference Attendee Badge for an additional \$300. This upgrade permits access to all conference sessions in addition to the EXPO and scheduled meal functions.

We agree to comply with IBM Conference regulations and instructions, Contract Conditions/Rules & Regulations on this form, and with all conditions mandated by the facility/conference site provided to IBM.

On behalf of the Exhibitor _____ Date _____

On behalf of IBM _____ Date _____

Payment Received: _____ Booth Assigned: _____

CONTRACT CONDITIONS/RULES & REGULATIONS

1. **CONTRACT FOR SPACE:** The Application and Contract for Exhibit Space shall be considered a binding contract between the two parties and subject to the rules and regulations as set forth by IBM in the contract when it is submitted. By submitting an application for exhibit space, the applicant releases IBM from any and all liabilities to applicant, its agents, licensees, or employees that may arise or be assessed as a result of submission of an application or of participation in this Exposition. In the event that more applications are received than can be accommodated in the space allotted for the SurePOS Showcase, preference will be given to complete and legible applications received before November 1, 2002 and meeting the stated guidelines. Preference may also be given to companies with Advanced or Premier standing within the PWD or PartnerWorld relationships. IBM reserves the right to refuse any applications without explanation.

2. **CANCELLATION:** In the event any Exhibitor must cancel all of the exhibit/presentation space contracted for herein, the Exhibitor must do so in writing by overnight delivery or e-mail request. Full cancellations will be accepted only at the discretion of IBM. In the event of a full cancellation, the Exhibitor is liable under the following terms: Cancellation outside of 90 days no Fee, Cancellation 89-60 days prior a Fee of 25% of Total Cost, Cancellation 59-30 days prior a Fee of 50% of Total Cost, Cancellation within 30 days a Fee of 100% of Total Cost. Failure to make full payment for exhibit space rental will subject Exhibitor to cancellation of Contract by IBM, forfeiture of any payment(s) made, and liability for any balances due. If booth space is not occupied by 2 hours before the show opens, IBM shall have the right to use such space. Reletting by IBM of an Exhibitor's canceled space shall not act to excuse that Exhibitor from assessment. The Exhibitor is responsible for the total exhibit space rental fee irrespective of the reason for cancellation, including cancellation by IBM of the exposition in whole or part as a result of a strike, civil disorder, act of war, act of God, or any reason of any kind whatsoever not within IBM control. However, in such instance of IBM cancellation, IBM will make every reasonable effort to reschedule or conduct the Conference and EXPO despite such acts or circumstances beyond its control. Should it ultimately be impossible to hold the event in such instances, IBM may retain and/or will be due such part of the Exhibitor's exhibit space rental fee as shall be required to compensate IBM for expenses incurred up to the time a contingency beyond its control shall have occurred. All payments in excess of such expenses will be refunded.

3. **ARRANGEMENT OF EXHIBITS:** All booths will be 6' x 10' with pipe and drape construction, carpeted floor, an electrical outlet with four receptacles, a sign (with Solution Name, Company Name, and up to 3 lines of information), and a listing in the Conference Guide (with up to 250 words of description) at no additional charge. The space provided will be shown on the floor plan insofar as possible, when provided before a show. IBM reserves the right to make changes in the location, size, and display limits of any booth, if in its sole judgment this is in the best overall interest of the EXPO and Conference.

4. **USE OF SPACE:** Exhibitors are approved to demonstrate only the StoreProven Application Solution(s) which they own, and which have been put into productive use by satisfied customers of IBM Retail Store Solutions products. Exhibitors are expected to provide the IBM Retail Store Solutions equipment and other IBM equipment with which their Application Solution(s) will be demonstrated. Exhibitors may not sublet, assign, or apportion any part of the space allotted, nor represent, advertise, or distribute literature for the products or services of any other firm or individual except as approved in writing by IBM. No Exhibitor will be permitted to display, exhibit or demonstrate outside the confines of the assigned booth space in the EXPO area. All of the above conditions apply unless special written permission is obtained from IBM.

5. **RESTRICTIONS:** IBM reserves the right to restrict exhibits which become objectionable or otherwise detract from or are out of keeping with the character of the EXPO as a whole. IBM may prohibit installation or request removal or discontinuance of any exhibit or promotion which, if it continues, departs substantially from the design and description given advance approval. Exhibits must be staffed and operational during the published hours for the SurePOS Showcase. Exhibitors may not store empty boxes or crates within the exhibit hall. In the event of such restrictions or evictions, IBM is not liable for any refund of rental or other expenses.

6. **BOOTH STRUCTURES:** No portion of a backwall may be higher than eight (8) feet or ten (10) feet for booths against a wall. Booth sidewall construction must be limited to a height of four (4) feet within a distance of three (3) feet in from the aisle or may taper diagonally from eight (6) feet at the backwall to floor level at the aisle. The limitations are intended to provide a clear view of the neighboring exhibits. Raw wood, cardboard or similar materials for wings must be covered or painted if they are visible in adjacent booths. IBM reserves the right to require furnishing or masking drapery installed, billing charges to the exhibitor.

7. **SOUVENIRS AND SAMPLES:** Distribution of literature, souvenirs and samples is permitted provided there is no interference with other exhibits. IBM may withdraw permission to distribute souvenirs, advertising, or any other material it considers objectionable.

8. **DIRECT SALES:** Direct sales (the exchange of merchandise for money) are not permitted on the EXPO floor without written permission from IBM. Orders may be taken only for later fulfillment.

9. **HOSPITALITY:** Vendors may not independently reserve space at the location of the conference or within five miles of the conference for the purpose of holding a hospitality suite, seminar or any other related function that promotes their company or product without consent from IBM. Failure to comply may result in vendors not being allowed to exhibit.

10. **FORUM PRESENTATION STIPULATIONS:** Some conference elective sessions are called Forums. A solution owner may be invited by an IBM Forum host to present a description of its solution. Forums are intended to provide or discuss application solutions, functional overviews, case studies or user

benefits. IBM reserves the right to review all materials prior to accepting a presentation and placing it on the agenda for a Forum. Attendance numbers are not guaranteed.

11. **EXHIBITOR BADGES:** These badges allow attendance at the EXPO and at conference meal functions. They are not Full Conference badges and do not permit attendance at general or elective sessions. Badge trading or switching is strictly prohibited.

12. **AVAILABLE SERVICES:** On behalf of the Exhibitors, IBM has designated official EXPO contractors to provide the following: drayage, labor, cartage, installation and dismantling, furniture, booth and floor decorations, signs, photographs, telephone services, etc. Services of electricians, plumbers, carpenters, and other labor will be available and charged for at the then-prevailing rates. Contractors and rates will be listed in the Exhibitor Services Manual to be issued separately to all approved exhibitors. IBM assumes no responsibility or liability for any of the services performed or materials delivered by the foregoing persons, parties, and organizations. Arrangements for these services and payments are to be made between Exhibitors and official Exposition contractors. Any refunds are also decided between these parties.

13. **LIABILITY AND INSURANCE:** IBM will provide regular guard service in the EXPO area, if in IBM's judgment it will be needed during off hours. IBM however, will not be liable for damage or loss to any exhibitors' properties through theft, fire, accident, or any other cause, whether the result of negligence or otherwise. The Exhibitor shall indemnify IBM against and hold it harmless from any complaints, suits, or liabilities resulting from negligence of the Exhibitor in connection with the Exhibitor's use of display space. Exhibitors shall insure their exhibit and display materials. Exhibitors must carry a minimum of \$500,000 Public Liability Insurance for bodily injury, \$1,000,000 in any one accident, and \$250,000 property damage. The exhibitor shall obtain a waiver of subrogation releasing the carrier's subrogation rights from any insurance carrier which carries fire, explosion, or any other risk coverage insuring their property. IBM assumes no liability for any injury that may occur to visitors to the Exposition. Exhibitors agree not to make any claims against IBM, its employees or agents. Regarding marketing promotions, IBM's liability will be limited to the loss of the promotion. This includes instances where IBM fails to execute their responsibilities.

14. **INTERPRETATION AND ENFORCEMENT:** These regulations become a part of the contract between the Exhibitor and IBM. IBM has full power of interpretation and enforcement of these rules and may amend them at any time. Also, the Exhibitor agrees to abide by all additional reasonable rules and regulations published from time to time. All matters in question not covered by these regulations are subject to the decision of IBM and all decisions so made shall be binding on all parties effected by them as the original regulations. Exhibitors or their representatives who fail to observe these conditions of contract or who in the opinion of IBM conduct themselves unethically, may be dismissed from the EXPO without refund or other appeal.

15. **OTHER TERMS AND CONDITIONS:** The Exhibitor shall comply with all fire laws, electrical codes and all other rules, regulations, codes or statutes with respect to the installation, conduct and disassembly of its exhibit. Exhibitor shall also comply with all reasonable requests of IBM and the conference site officials with respect to the installation, conduct and disassembly of the exhibit. Exhibit shall be conducted in a decorous manner in order not to be objectionable to other exhibitors, site management, the Conference, or the conference attendees. IBM and site management reserve the right to close, remove, or require changes in any exhibit or to remove any of the Exhibitor's personnel, agents, representatives, independent contractors, invitees or guests who are deemed detrimental to the overall Conference and Exposition, the conference site, other exhibitors, or conference attendees. While attendance goals may be discussed prior to the conference, no figure is guaranteed and there will be NO refunds due to numbers of enrollments.

The license granted by this Contract is personal and may not be transferred without the consent of IBM. The premises are licensed on an "as is" basis and IBM will not be liable for pre-existing conditions of the premises or for conditions ensuing during the period of the License. The Exhibitor shall return the premises in as good condition as they were received. IBM shall in no event be liable to the Exhibitor in excess of any consideration paid by the exhibitor to the conference and received by IBM for breaches of Contract or tortious conduct by IBM, by its agents, representatives and independent contractors whether acting within or out of the scope of their authority by agents, representatives or independent contractors of the conference site or by the general public. IBM shall not be liable for failure to perform its obligations under this contract due to strikes, riots, acts of God, or any other cause beyond its control. Anyone visiting, viewing or otherwise participating in the EXPO is deemed to be the invitee or licensee of the Exhibitor rather than the invitee of IBM. The conference site shall not be liable for injury of any type from any cause to property of the Exhibitor or to persons conducting or otherwise participating in the conduct of the exhibit or to invitees or guests of the Exhibitor. The Exhibitor assumes full responsibility and liability for the actions of its agents, employees or independent contractors, whether acting within or out of the scope of liability resulting directly or indirectly, or jointly, from other causes which arise because of the actions or omissions of its agents, employees or independent contractors, whether acting within or out of the scope of their authority.

There is no other agreement or warranty between the Exhibitor and IBM except as set forth in this Application and Contract for Exhibit Space & Presentations. The rights of IBM under this Contract shall not be deemed waived except as specifically stated in writing and signed by an authorized representative of IBM.