

INTERNATIONAL TEST CONFERENCE 2023 Application/Contract for Exhibit Space

Disneyland, Anaheim, CA October 10 - 12, 2023

We hereby apply for exhibit space at the above named Conference. In making application, we agree to exhibit under and comply with the rules and regulations printed on the reverse side, with rules and regulations in the exhibit manual, and all correspondence issued prior to the Conference. Each company participating in the exhibit must return a copy of this contract, properly executed by an authorized company representative with full payment prior to assignment of space. Exhibit Management will attempt to assign space according to applicant's continuity with the Conference, AON (priority number), application date, individual applicant requirements and available space. Exhibit Management reserves the right to rearrange the floor plan and/or relocate exhibits in the best interests of the total exhibit.

CONTACT INFORMATION (Company Name will appear in all printed materials as shown)

Company:		Contact:		
Corporate Address:			Mail Stop:	
City:S	state:	Postal Code:	Country:	
	-ax:	Email:		
If different from above, please add	ress future ITC exl	nibit correspondence to	:	
Name:		-	Tel:	
Email:				
See floor layout plan for booth number #1#2 Please (circle one) DO/DO NOT loca	#3			
BOOTH PRICE PER 10'X10' <i>Date Range</i> Early Bird (NLT 9/29/2022) 9/30/2022-9/30/2023	<i>Amount</i> \$2900 \$3500		PAYMENT SCHEDULE 20% deposit invoice (non-refundable) sent within 30 days of registration application. Remaing balance due 90 days after deposit or 9/30/2023, whichever is sooner (Overdue balance may be subject to rate charge)	

<u>Email or Scan this completed form to</u>: chen-huan.chiang@intel.com Invoice with payment instructions will be sent.

Cancellation Policy: All cancellations must be received in writing. No refunds after March 31, 2023

We understand that by signing this contract, we agree to abide by the policies of the International Test Conference (ITC) regarding rules and regulations and limitation of exhibit space set forth or referred to on the reverse side of this application/contract and all correspondence issued.

RULES AND REGULATIONS - 2023

A. CONTRACT FOR SPACE

This application for an exhibit space, the formal notice of space assignment by Exhibit Management and full payment of rental charges for exhibit space, together constitute a contract for the right to exhibit at the International Test Conference (ITC). Exhibit Management refers to the ITC Exhibit Committee, ITC Steering Committee and designated agents of ITC.

B. QUALIFICATIONS

Exhibitors must be manufacturers or representatives of manufacturers that produce products and services which conform to the subject matter covered by the technical program, or are used in relevant ancillary work (such as trade magazines, books, software, test houses, etc.). Exhibit Management reserves the right to determine the eligibility of any product or service for display.

C. USE OF SPACE

In return for being assigned a space at the Conference, the exhibitor represents and warrants that it will not exhibit in any space other than that designated by Exhibit Management. Failure to exhibit solely in the designated space will subject exhibitor to expulsion from the Conference and loss of seniority rating (AON) for future conferences. Potential exhibitors on the waiting list also agree to abide by this policy even if space is not assigned. No exhibitor shall assign, sublet or share the space allotted without the knowledge and consent of Exhibit Management. Exhibitors must show only goods manufactured or dealt in by them in the regular course of business. Only firms or organizations assigned exhibit space may solicit business within the exhibit area.

Booths or display structures must be self-supporting, and not anchored to walls or floors. All displays or exhibits must be fireproofed to conform with Local, State and Federal codes, laws or ordinances. All displays or exhibits must comply with specific dimensions and restrictions spelled out by the code of ethics and exhibit rules endorsed by the Institute of Electrical and Electrical Engineers, Inc. (IEEE). Equipment displays and booth structures must not extend into the aisle in such a way as to obstruct traffic or visibility of adjacent booths. Display material exposing an unfinished surface to neighboring booths is not permitted and must be finished at the exhibitor's expense.

Exhibit Management reserves the right in its sole discretion to restrict exhibits which are objectionable because of noise, method of operation, materials, or conduct; and also to prohibit or to evict for any reason with or without giving cause, any exhibit which in the opinion of Exhibit Management may detract from the general character of the exhibit as a whole. This restriction includes persons, things, conduct, printed matter, or anything of a character which Exhibit Management determines objectionable. In the event of such restriction or eviction, Exhibit Management is not liable for any refunds or other exhibit expenses under any circumstances.

Exhibit Management has secured all exhibit function, meeting, hospitality suites and space. Assignments of the above will be by Exhibit Management only upon completion of the appropriate application form. The use of hospitality suites and function space will be governed by the policies set forth by Exhibit Management. Exhibitors who attempt to bypass Exhibit Management by negotiating directly for these areas with the facility personnel will not be permitted to exhibit at the ITC. Fees will be returned per the cancellation schedule on the front of this contract. Exhibitors who do not comply will jeopardize their AON rating for future conferences.

D. LIABILITY

Neither the International Test Conference, their Committees, nor their employers, nor the Computer Society or its employees, nor IEEE nor their agents or representatives will be responsible for any injury, loss or damage that may occur to the person or property of exhibitors, their guests, invitees, employees or agents from any cause whatever, including cancellation or impediment to the conduct of the event. The exhibitor on signing the contract, agrees to indemnify and defend the operators and owners of the property in which the exhibit is held and conference sponsors for any bodily injury and/or property damage excepting gross negligence of operators and owners of which the property is held or conference sponsors, Conference Management, their employees or agents. The exhibitor agrees to pay promptly for any and all damage to the exhibition building or its equipment, incurred through negligence, intentional acts or otherwise, of the Exhibitor, his employees or agents. If the exhibitor's material or personnel fails to arrive, the exhibitor is nevertheless responsible for his space rental.

E. INSURANCE

All property of the exhibitor is understood to remain under its custody and control in transit to and from or within the confines of the exhibit area. Neither ITC nor its sponsors, the Disneyland, maintain insurance covering exhibitor's property. The exhibitor shall carry comprehensive

General Liability coverage including premises, operations and contractual liability coverage of at least \$1,000,000 for Personal Injury Liability, and \$1,000,000 for Property Damage Liability, and statutory Workmen's Compensation with Employers Liability with a limit of at least \$1,000,000. Certificates of insurance shall be furnished if requested by Exhibit Management.

F. CANCELLATION OR CHANGE OF CONFERENCE/EXHIBIT

In the event that the premises in which the conference/exhibit is to be conducted should become unfit for occupancy or substantially interfered with by reason of any causes not reasonably within the control of Exhibit Management or its agents, the event may be cancelled or moved to another appropriate location, at the sole discretion of Exhibit Management. Exhibit Management shall not be responsible for delays, damage, loss, increased costs, or other unfavorable conditions arising by virtue of cause or causes not reasonably within the control of Exhibit Management. Causes for such action shall include, but not be limited to: strike, job actions, fire, casualty, flood, epidemic, earthquake, explosion, accident, blockage, embargo, inclement weather, governmental restraints, acts of public enemy, riot or civil disturbance, impairment or lack of adequate transportation, inability to secure sufficient labor technical or other personnel, Local, State, or Federal laws and ordinances, or Acts of God. Should Exhibit Management terminate this agreement pursuant to the provisions of this section, the exhibitor waives claims for damage arising therefore. Refunds in the event of termination shall be made to exhibitors in the amount of original exhibit fees less pro rata adjustment based on Exhibit Management's costs incurred from staging the event.

G. COMPLIANCE WITH RULES

Exhibitors assume all responsibility for compliance with pertinent laws, ordinances, regulations, and codes of duty authorized Local, State and Federal Government bodies together with the rules and regulations of operators and owners of the property in which the exhibit is held. All electrical wiring on booths or equipment must conform to Local, State and Federal, and any other applicable codes or laws and ordinances. All hazardous items must be properly safeguarded, protected, registered and/or avoided in accord with applicable Local, State and Federal laws and ordinances. This category includes but is not limited to: evacuated containers or components, radioactive material, x-ray producing equipment, high voltage equipment, particle accelerators, and inflammable or explosive materials.

Exhibitors will comply with rules and regulations concerning local unions. Only the official exhibit contractors designated by Exhibit Management will be permitted to work in the hall unless notified in writing 30 days prior to the conference.

H. PAYMENT AND CANCELLATION

Payment is due according to the terms specified on the front of this application form. In the event of cancellation by an Exhibitor, Exhibit Management reserves the right to determine the amount refundable according to the specified cancellation schedule. Exhibit Management must receive written notification of the cancellation on or before the specified date for the appropriate cancellation to apply.

I. LAWS APPLICABLE

This contract shall be governed by the laws of Anaheim, CA. Exhibitor agrees to abide by the rules and regulations of the Disneyland.

J. AMENDMENTS

Any and all matters not specifically covered by the preceding rules and regulations and the rules and regulations contained in the Exhibitor Manual and correspondence shall be subject to the decision of Exhibit Management. Exhibit Management shall have the full power to interpret, amend and enforce these rules and regulations, provided any amendments when made, are brought to the notice of the exhibitors through correspondence or otherwise. Each exhibitor for itself and its employees, agrees to abide by the foregoing rules and regulations and by any amendments or additions thereto in conformance with the preceding sentence.

K. GROWTH

Growth and expansion of exhibit space is based on the policies established by the International Test Conference.

L. DEFAULT

If this contract is violated, exhibitors will be subject to eviction without refund or will not be permitted to set up their display or equipment.