

GENERAL RULES AND REGULATIONS FOR EXHIBITORS

EXHIBIT BOOTH ASSIGNMENT

SLA shall use reasonable efforts to assign Exhibitor a booth in one of its preferred locations, and apart from its designated competitors. Notwithstanding the foregoing, SLA reserves the right to change location assignments at any time and for any reason whatsoever, in its sole discretion. In case of conflicting requests, preferential assignment will be afforded to those exhibitors with continuing participation in past exhibitions. SLA shall provide written confirmation to Exhibitor of its assignments or any changes thereto.

EXHIBIT FEES

See 2005 Toronto floor plan located within the Exhibitor Guide, which can be found in SLA's Web site at www.sla.org.

AUTHORIZED PERSONNEL

Admission to the Exhibition will be available only to registrants. Persons not assigned exhibit space will not be authorized to solicit business in any manner in connection with the Exhibition. SLA shall provide to Exhibitor that number of exhibitor registrations and badges as listed in the Exhibitor Guide for the applicable booth size along with one complimentary Exhibition Program. All Exhibitor personnel staffing exhibit booths will be required to register at the exhibitor registration desk and prominently display the exhibitor badge (registration is limited to those 18 years of age and older). Badges are not transferable and badges worn other than by the personnel issued to are subject to confiscation without return or refund. Only authorized personnel wearing exhibitor badges will be allowed into the exhibit area immediately prior to the opening hours of the exhibit area and immediately following its closing. Additional exhibitor full-conference and/or booth staff registrations are available for \$25.

EXHIBITS SUBJECT TO SLA'S APPROVAL

SLA may review, exclude, modify, remove or require Exhibitor to modify or remove any exhibits, Exhibitor personnel (e.g., employees, agents, invitees, etc.) or Exhibitor materials or activities (e.g., costumes, décor, music, paraphernalia, fliers, method of operation, conduct, etc.) that, in its sole discretion, is unsuitable, dangerous, or objectionable for the Exhibition. In the event of such exclusion, modification, or removal, Exhibitor agrees to pay or reimburse SLA for any expenses incurred by SLA or its agents in connection therewith at the then-prevailing rates. Further, SLA shall not be required to refund any fees paid to SLA by Exhibitor, or be responsible for Exhibitor's expenses or any liabilities resulting therefore.

LAWS, RULES, AND REGULATIONS

Exhibitor agrees to be bound by all, and shall ensure its personnel do not violate any, applicable local, state, federal, or foreign laws, rules and regulations (e.g., fire, utility, and building codes, the Americans with Disabilities Act, Title 17 - Copyrights, etc.) as well as any laws, rules and regulations applicable to or required by SLA, co-sponsors or promoters of the Exhibition, the Exhibition Facility, Exhibition suppliers, and SLA's insurance carrier(s).

CONFINE EXHIBIT TO BOOTH SPACE; NO ASSIGNMENT OR SHARING OF BOOTH SPACE

Exhibitors exhibit and any materials or activities in connection therewith, must be confined to the Exhibitor's own booth. Further, Exhibitor agrees not to assign, sublet, or share, the booth, in whole or in part, without the prior written consent of SLA. In the event more than one exhibitor uses the assigned booth, Exhibitor agrees to pay an extra 15% of the total cost of the booth.

EXHIBIT SPECIFICATIONS

Booths include a standard backwall drape 8' high with siderails 36" high, a standard two-line booth sign (7"x44") showing the Exhibitor's name, city/state and booth number with SLA logo, and a wastebasket. Sidewall construction of any Exhibits may taper diagonally from 8' at the backwall to floor level at the aisle, or extend as a high panel from the backwall for one-half of the depth of the booth. These limitations

are intended to provide a clear view of the neighboring exhibits. Raw wood, cardboard or similar materials for wings to booths/islands must be covered or painted if they are visible in adjacent booths. The placing of high equipment must conform to these rules. Exceptions to the above may be authorized upon request to SLA for self-contained island configurations. In addition to any other rights of SLA, Exhibits not conforming to these specifications will be prohibited without liability to SLA or refund to Exhibitor.

INSTALLATION OF EXHIBITS

Hours of installation are as listed in the Exhibitor Guide. Space unclaimed by the end of the opening hour and/or not paid in full is subject to reassignment without refund of any amounts paid to SLA by Exhibitor. SLA reserves the right to make changes in the installation hours. SLA shall attempt to notify Exhibitor of any changes as far in advance as reasonably possible.

DISMANTLING OF EXHIBITS

Exhibitor agrees not to dismantle the exhibit or do any packaging of its materials before the closing hour of the last exhibit day as set forth in the Exhibitor Guide (or as otherwise amended by SLA), and agrees to remove its Exhibit and all exhibit materials by closing. Exhibitor agrees to pay a \$500 fee for any violation of the foregoing.

SOUND SYSTEMS

Subject to any applicable rights, obligations, or restrictions hereunder, the use of sound systems is permissible in form of written document to the Director of Exhibit Sales, and providing they are not audible in neighboring booths, nor more than 3 feet into the aisle, and that the sound is directed only into the Exhibitor's booth or vertically.

MOTION PICTURES AND OTHER PROJECTION

Subject to any applicable rights, obligations, or restrictions hereunder, the use of portable projection machines for 16mm or smaller film, film strips, lantern slides, Kodachromes, etc., is permissible. It is the responsibility of the Exhibitor to engage a union operator for automatic slide projectors or for other projection, if necessary.

FIRE PROTECTION

No combustible decoration, such as crepe paper, tissue paper, cardboard, or corrugated paper may be used at any time. All packing containers, excelsior, and wrapping paper, which must be flameproof, are to be removed from the floor and must be stored under the table and behind displays. All muslin, velvet, silk or any other cloth decoration must stand a flameproof test as prescribed by the applicable fire and safety ordinances. All materials and fluids, which are inflammable are to be kept in safety containers. Open flames, butane gas, oxygen tanks, etc., are not permitted. If inspection indicates that Exhibitor has neglected to comply with the foregoing requirements, or otherwise incurs a fire hazard, SLA reserves the right to exclude or remove the entire exhibit, or any non-complying parts thereof, without liability to SLA or refund to Exhibitor.

OTHER EXHIBITS, HOSPITALITY SUITES & PRIVATE PARTIES

Exhibitor shall not use any other part of the Exhibition Facility (e.g., public areas, hospitality suites, or private rooms) for exhibit or entertainment purposes throughout the duration of the Exhibition. However, hospitality suites and private parties for entertainment purposes outside of regularly scheduled hours of meetings, exhibits, or other Exhibition functions may be permitted upon the prior written consent of SLA.

SECURITY AND INSURANCE; NO LIABILITY FOR SIMPLE NEGLIGENCE

SLA will provide limited guard service to cover entrances to the Exhibition area on a 24-hour basis during the designated hours of installation, exhibit, and dismantling. However, SLA shall not be responsible for the safety of, or liable for damage or loss to, Exhibitor's property or personnel, including because of theft, fire, accident or any other cause, whether the result of negligence or otherwise, unless caused by the gross negligence of SLA. Exhibitor is required to maintain, and upon request will provide SLA with evidence of, adequate insurance to cover Exhibitor's acts, omissions, property and personnel, including liability arising from bodily injury or property damage.

AVAILABLE SERVICES

SLA or its designated contractors are available to provide certain value added services and security to Exhibitor at Exhibitor's expense. Specific information will be forwarded to Exhibitor after booth space has been assigned. In the event Exhibitor requests SLA to perform any services, Exhibitor agrees to pay or reimburse SLA for any charges in connection therewith at the then-prevailing rates. SLA does not endorse any exhibitors or designated contractors of the Exhibition, and makes no representation with respect thereto and assumes no responsibility or liability for any of the foregoing services if provided by any party other than SLA.

DISCLAIMERS

Except as expressly provided in these General Rules and Regulations For Exhibitors, SLA makes no representations or warranties of any kind with respect to the Exhibition, and disclaims all warranties including any implied warranties of merchantability, fitness for particular purpose, accuracy, non-infringement, and non-interference. The Exhibition and booth are provided "as is" and on an "as available" basis.

LIMITATION OF SLA'S LIABILITY

SLA SHALL NOT BE LIABLE TO EXHIBITOR OR TO ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES OF ANY KIND OR NATURE. SLA SHALL FURTHER HAVE NO LIABILITY TO EXHIBITOR FOR LOST PROFITS, LOSS OF MATERIAL, OR FRUSTRATION OF BUSINESS EXPECTATIONS, WHETHER ARISING OUT OF BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, OR OTHERWISE (EVEN IF SLA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE). SLA'S MAXIMUM LIABILITY HEREUNDER FOR ANY CLAIMS WHATSOEVER IS EXPRESSLY LIMITED TO THE AMOUNT ACTUALLY PAID TO SLA BY EXHIBITOR. NO CLAIM MAY BE BROUGHT BY EXHIBITOR MORE THAN ONE (1) YEAR AFTER THE ACCRUAL OF THE CLAIM.

INDEMNIFICATION BY EXHIBITOR

Exhibitor hereby agrees to indemnify, defend, and hold harmless SLA, its affiliates, the Exhibition Facility, Exhibition suppliers, the city, and state, and their respective officers, directors, employees, representatives, and agents, from and against any and all liability, responsibility, loss, damage, cost, or expense of any kind whatsoever (including but not limited to attorney's fees) arising directly or indirectly out of or in connection with (i) any intentional or negligent act or omission by Exhibitor or any of its employees or agents, (ii) breach of Exhibitor's representations, warranties, obligations or covenants set forth in the Exhibitor Agreement, and/or (iii) Exhibitor's occupancy and use of the Exhibition premises, including without limitation, the assigned booth, public areas, or any part thereof.

CHANGES & FORCE MAJEURE

The Exhibition date and hours are as indicated in the Exhibitor Guide. SLA reserves the right to change the Exhibition date or hours for any or no reason whatsoever. In such event, SLA shall attempt to notify Exhibitor as much in advance as reasonably possible. SLA shall not be liable hereunder and shall be excused for performance for any failure or delay in the performance of its obligations on account of acts of God (e.g., earthquake, fire, flood, tornado, etc.), acts of government (e.g., war, embargo, etc.), acts of man (e.g., terrorism, strike, etc.) or any other acts or omissions beyond the reasonable control of SLA.

CANCELLATIONS; COLLECTION COSTS

Exhibitor shall have the right to cancel the Exhibitor Agreement at any time by written notice to SLA. In the event of such cancellation, Exhibitor shall be responsible for and agrees to pay (and SLA shall not have to refund) 90% of the full amount of the Exhibit Fees if such cancellation is received by SLA before Friday, October 1, 2004, and 50% of the full amount of the Exhibit Fees if such cancellation is received by SLA before Monday, January 3, 2005. Exhibitor shall be responsible for and agrees to pay the full Exhibit Fees (and no refunds will be made by SLA) on cancellations received on or after Monday, January 3, 2005. Further, in the event of any action by SLA to collect any amount not paid when due, Exhibitor agrees to pay or reimburse the costs of collec-

tion (including, without limitation, third party collection agency expenses, attorney fees and court costs). Under all circumstances, SLA retains the right to resell any booth space canceled by Exhibitor, or not paid when due. Payments made to SLA are non-transferable, and cannot be used for payment towards other SLA products, services, or exhibitions. SLA may cancel the Exhibition for any or no reason whatsoever. In such event, SLA shall attempt to notify Exhibitor as much in advance as reasonably possible, and SLA shall refund Exhibitor amounts paid to SLA by Exhibitor, less a pro-rata portion of expenses actually incurred by SLA in connection with the Exhibition or such cancellation.

NOTICES

Any notice or correspondence required or permitted to be given or forwarded hereunder or by law shall be effective on receipt and shall be considered properly given if orally stated to Exhibitor at the Exhibition, or presented in writing and delivered personally, faxed or sent by any commercially reasonable means, addressed, with respect to Exhibitor, to the address of Exhibitor most recently provided in writing to SLA, and with respect to SLA, to the address of SLA appearing on its web site at the time of such notice. Email correspondence is also acceptable provided that it is sent to individuals who have apparent authority to act in respect to the subject matter hereof.

ENTIRE AGREEMENT

The Exhibitor Agreement, including the Exhibitor Guide and these General Rules and Regulations For Exhibitors, represents the complete understanding and agreement of the parties hereto with respect to the subject matter hereof and supersedes any prior agreements, whether written or oral, between the parties. The Exhibitor Agreement may not be modified or amended, except by a written instrument executed by each of the parties hereto. The parties hereto shall be deemed to be independent contractors hereunder, and as such, neither party shall be, nor hold itself out to be, an employee or agent of the other party. The language used in the Exhibitor Agreement shall be deemed to be language chosen by both parties hereto to express their mutual intent, and no rule of strict construction against either party shall apply to any term or condition of the Exhibitor Agreement. The Exhibitor Agreement shall only become effective when countersigned or initialed by a duly authorized representative of SLA within ninety days of the date of Exhibitor's signature. The acceptance or deposit of any payment does not constitute acceptance of the Exhibitor Agreement by SLA. SLA reserves the right to modify the Exhibitor Guide or these General Rules and Regulations For Exhibitors, or make any additional conditions, rules and regulations, as it deems necessary to ensure the success of the Exhibition. Exhibitor acknowledges and agrees that such additions and modifications shall become part of the Exhibitor Agreement upon notice to Exhibitor.

ARBITRATION CLAUSE

Any controversy or claim arising out of or relating to the Exhibitor Agreement, or the breach thereof, shall be settled by binding arbitration utilizing expedited procedures and one arbitrator, in accordance with the Rules of the American Arbitration Association, and the written decision of the arbitrator shall be conclusive and binding on the parties and enforceable by a court of competent jurisdiction. Arbitration will be held in the State of Virginia, and governed by the laws of the State of Virginia, without regard to conflict of laws principles. The arbitrator shall be empowered to award to the prevailing party, if any, such party's cost and expense.

E-NEWSLETTERS

SLA sends out periodic e-newsletters to the Exhibitors with information that is pertinent to the Exhibition but not expected to be shared with non-exhibitors. Accordingly, Exhibitor agrees not to share the contents of such e-newsletters with other, non-exhibiting parties.