

FETC Virtual Conference Fall '10 • Exhibit Space/Sponsorship Application & Agreement

Live Virtual Conference: October 7, 2010 • On-Demand Conference October 7, 2010 – January 7, 2011

This application, signed and executed on the date below, is hereby submitted for: Exhibit Space and/or Sponsorships at the FETC Fall Virtual Conference 2010 event:

1. Exhibitor Information

SOLD TO:

Exact Name of Exhibiting Company (Listing on Web and Show Program):

Address:

City, State, Zip – Country:

Phone:

Fax:

Contact Name/Title/E-mail:

Send Show Forms and Exhibitor Services Manual To:

Contact Name and Title:

Address:

City, State, Zip – Country:

Phone:

Fax:

E-mail:

2. Booth Selection & Sponsorships

2a. Virtual Exhibit Space (Check All That Apply):

- Standard Booth \$2,500
 Enhanced Booth Package \$4,750

2b. Virtual Sponsorship (Check All That Apply):

- Platinum Sponsor \$20,000
 Gold Sponsor \$15,000
 Silver Sponsor \$10,000

2c. Virtual Marketing & Promotion Opportunities

- (1) _____ \$ _____
- (2) _____ \$ _____
- (3) _____ \$ _____
- TOTAL \$ _____**

On behalf of the company identified above, I agree to abide by the terms and conditions, which are attached hereto and incorporated herein by this reference, and to all show rules and regulations set forth in the Exhibitor Services Manual and all bulletins issued in advance of the event. I also have read, understand, and accept the terms regarding payment and cancellation deadlines as described in the contract terms and conditions on both sides of this contract.

5. Signature

- _____
 Signature of Authorized Company Representative/Title
- _____
 Printed Name of Authorized Company Representative
- _____
 Title
- _____
 Date Signed

FOR INTERNAL USE ONLY

Date Received: _____ Sales Rep: _____

Check No. _____ Com Rate: _____

Promo Code: _____ Total Sale: _____

Booths Assigned: _____

Accepted By: 1105 Media/FETC Management

Date

3. Cost Calculation

- #2a Exhibit Space \$ _____
- #2b Sponsorship \$ _____
- #2c Marketing Opportunities \$ _____

TOTAL CONTRACT AMOUNT = \$

4. Booth Reservation & Payment

Fax contract to Sales Representative to hold Booth, Sponsorship and Marketing Opportunity – Fax: 617.663.6003.

This contract is non-transferable, and all fees are non-refundable. Cancellation by Participant after this contract is submitted will result in collection of the total fee.

Payment Terms: The total fee is calculated based upon Participants selections in section #2 & #4 on this contract. A non-refundable 50% deposit is due within 30 days of contract application. Remaining balance is due by September 8, 2010. Contracts submitted after September 8, 2010 must be paid in full.

Payment Type:

- Charge Credit Card
 Check

Make checks payable to:

1105 Media Inc.- FETC Virtual Conference Fall '10
 P.O. Box 894085
 Los Angeles, CA 90189-4085

Credit Card Payments

I hereby authorize 1105 Media, Inc. to charge my account for payment according to the terms outlined in my card issuer's agreement.

- VISA MasterCard AMEX Discover

Name on Card: _____

Credit Card No: _____

Expiration Date: _____ Amt. Charged Card: \$ _____



Charge Authorization Signature Required

FETC Virtual Conference Fall '10 — Terms and Conditions of Participation in Event

This Participant Agreement (the "Agreement") is made this day, by and between ORGANIZER (the "Show Host") and Yourself (the "Participant" or "you").

- 1.** You desire to participate in the ORGANIZER Online Show, FETC Virtual Conference Fall '10, beginning October 7, 2010 and ending January 7, 2011 (the "Online Show") and to establish a virtual tradeshow booth (a "Booth") in the Online Show. This Agreement sets forth the terms and conditions of your participation as a Participant in the Online Show and the establishment of a Booth and the respective rights and obligations of you, Show Host and InXpo, Inc., the service provider to the Online Show ("Service Provider").
- 2. Booth License.** You are hereby granted the right to establish a Booth and participate in the Online Show for the duration of the Online Show. Show Host and Service Provider shall render the Booth established by you in accordance with this Agreement accessible to all participants during the Online Show.
- 3. Booth Set Up and Features.** Prior to the commencement of the Online Show, you will have submitted to Show Host all content for inclusion in the Booth in one or more of the following methods: via the do-it-yourself online booth building tool or via e-mail, and in the form of weblinks, text, graphics and logos. Participant (and its licensors, where applicable) owns or controls and retains all right, title and interest in and to the content contained in the Booth.
- 4. Fees.** In consideration for establishing a Booth for the Online Show, you agree to pay your applicable non-refundable fee. Show Host shall have the right to remove your Booth from the Online Show if you fail to pay your applicable Fee in full prior to the commencement date of the Online Show.
- 5. Booth Rights and Restrictions.** Participant is responsible for obtaining all necessary licenses and permits to use any copyrighted material, including written, photographs or video images displayed in the Booth. Participant shall not be permitted to place copyrighted material in the Booth unless Participant has the necessary licenses to use the copyrighted material. Participant is responsible for ensuring that no libelous, obscene or offensive material is included in the Booth and there are no links to online gaming sites from the Booth. Show Host and Service Provider reserve the right to remove any and all such material it considers to have breached these rules and, if Participant's Booth contains materials in violation of this paragraph, to remove Participant's Booth without compensation or refund and without notifying Participant at or prior to the time of removal. However, upon such removal Show Host and Service Provider shall notify Participant of such removal, and the reason for such removal. Participant agrees to protect, indemnify, and hold harmless Show Host and Service Provider, and their respective officers, directors, members, agents and employees from any and all liability, loss, damage or expense resulting from Participant's content, graphics and use of the Booth, including claims of infringement. Unless the Booth contains content or is linked to content prohibited under this paragraph, neither Show Host nor Service Provider will make any change to, or addition to or deletion of any content included in the Booth without the prior consent of Participant. Show Host or Service Provider may change, suspend or discontinue all or any features and technical aspects of the Booth at any time without prior notice or liability.
- 6. License to Display Booth Content.** Participant grants Show Host the royalty free, irrevocable, perpetual, non-exclusive, unrestricted, worldwide license to publicly display, transmit, use and copy the communications, content and images that you post or upload into your Booth in connection with the Online Show, including for purpose of advertising, marketing and promoting the Online Show and future online shows, and including using such content and images in printed material.
- 7. Termination of Online Show.** Show Host reserves the right, at its sole discretion, to cancel or terminate the Online Show at any time for any reason without prior notice or liability; provided, however, if Show Host cancels or terminates an Online Show, Show Host shall refund to you the fees paid by you.
- 8. DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY.** SHOW HOST, SERVICE PROVIDER AND THEIR RESPECTIVE AGENTS DISCLAIM ANY WARRANTY THAT THE BOOTH WILL BE UNINTERRUPTED OR ERROR FREE. THE ONLINE SHOW, ALL CONTENT PROVIDED BY SHOW HOST OR SERVICE PROVIDER, AND THE SERVICES HEREUNDER ARE PROVIDED TO YOU STRICTLY ON AN "AS IS" BASIS, AND ALL CONDITIONS, REPRESENTATIONS AND WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS ARE HEREBY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW BY SHOW HOST, SERVICE PROVIDER AND ITS AGENTS. NEITHER SHOW HOST NOR SERVICE PROVIDER WARRANTS THAT ANY FILES THAT MAY BE DOWNLOADED THROUGH THE WEBSITE WILL BE FREE OF VIRUSES OR OTHER CONTAMINATING OR DESTRUCTIVE FEATURES. PARTICIPANT EXPRESSLY AGREES THAT THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE BOOTH AND THE ONLINE SHOW AS A WHOLE AND THE ACCURACY OR COMPLETENESS OF THE CONTENT IS ASSUMED SOLELY BY PARTICIPANT. NEITHER SHOW HOST, SERVICE PROVIDER NOR ANY OF THEIR RESPECTIVE AGENTS SHALL BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OF OR INABILITY TO USE THE BOOTH, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- 9. Miscellaneous.** This Agreement shall be construed in accordance with the laws of the State of California. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes all previous written or oral agreements between the parties with respect to such subject matter. If any inconsistency exists between the terms of this Agreement and any additional terms and conditions posted on the website for the Online Show, such terms shall be interpreted as to eliminate any inconsistency, if possible, and otherwise, the additional terms and conditions shall control. This Agreement may not be amended except in writing and signed by both parties and no waiver by either party shall be deemed a waiver of any preceding or subsequent breach or default.