



2011 Application & Contract

2011 AstriCon Conference

October 25th – 27th, 2011

The Westin Westminster
Westminster, Colorado

Company Name _____

Address _____

City _____ State/Province _____ Country _____ ZIP/Postal Code _____

Key Contact Title _____

Phone _____ Fax _____ E-mail _____

Booth Assignment and Payment/Cancellation Terms.

- | | | | | |
|---|--|--|----------------|--------------------------------------|
| <input type="checkbox"/> Platinum - \$15,000 | <input type="checkbox"/> Gold - \$9,500 | <input type="checkbox"/> Standard - \$5,000 | Booth # | Total Booth & Sponsorship |
| \$ _____ | \$ _____ | \$ _____ | # _____ | \$ _____ |

Event Marketing Opportunities:

- | | | |
|---|---|---|
| <input type="checkbox"/> Back Badge Insert - \$4,000 | <input type="checkbox"/> Freestanding Billboard - \$2,500 | <input type="checkbox"/> Show Guide Inside Front Cover - \$3,000 |
| <input type="checkbox"/> Backpack/Bag Sponsor - \$10,000 | <input type="checkbox"/> Lanyard Sponsor - \$7,500 | <input type="checkbox"/> Show Guide Full Page Ad - \$2,000 |
| <input type="checkbox"/> Break Sponsor - \$2,500 | <input type="checkbox"/> Lunch Sponsor - \$4,000 | <input type="checkbox"/> Show Guide Half Page Ad - \$1,000 |
| <input type="checkbox"/> Breakfast Sponsor - \$2,500 | <input type="checkbox"/> Pen Sponsor - \$3,000 | <input type="checkbox"/> T-shirt Sponsor - \$10,000 |
| <input type="checkbox"/> Code Zone Opening Party Sponsor - \$10,000 | <input type="checkbox"/> Registration Sponsor - \$10,000 | <input type="checkbox"/> Wednesday Night Party Sponsor - \$10,000 |
| <input type="checkbox"/> Conference Chair Drop - \$2,500 | <input type="checkbox"/> Show Guide Back Cover - \$5,000 | <input type="checkbox"/> Other |
| <input type="checkbox"/> Exhibits Opening Sponsor - \$10,000 | <input type="checkbox"/> Show Guide Inside Back Cover - \$3,000 | |

TOTAL PROMO: \$ _____

TOTAL FEE: \$ _____

Payment Policy. 50% deposit is due within 30 days of Exhibitor signing this Application and Contract below and the remaining 50% due 30 days prior to the event. Make checks payable to Digium, Inc.

Cancellation Policy. Once a contract has been signed and accepted by Technology Marketing Corporation Show Management, the following cancellation policy applies: The exhibitor is liable for 50% of the total amount contracted, if cancelled in writing more than 120 days prior to the show. If the cancellation occurs within 120 days of the show, the exhibitor is liable for 100% of the contracted amount.

Signature. I have read this Application & Contract ("Agreement" or "contract") and understand it will become a binding contract upon the acceptance by Technology Marketing Corporation and is subject to the basic terms and conditions stated on the reverse side hereof and the rules and regulations contained in the Exhibitor Information Kit, which rules and regulations are incorporated herein and made a part of this Application & Contract.

Authorized Signature	Date	TMC Sales Rep Signature	Date
Name (please print)	Title	Name (please print)	Title

Please fax completed contract to Joe Fabiano at: 203-295-3726

Produced by: **Technology Marketing Corporation** • 800 Connecticut Ave., 1st Fl, Norwalk, Connecticut 06854 USA • www.tmcnet.com • 203-852-6800



Terms & Conditions

1. CONTRACT & ARBITRATION. This Agreement between Applicant ("Exhibitor") and Technology Marketing Corporation ("Show Management"), shall constitute a valid and binding contract. For purposes of clarification, Technology Marketing Corporation has been engaged by Digium, Inc. ("Digium") to jointly manage AstriCon ("Event"), which includes authorizing Show Management to sell booths on Digium's behalf pursuant to the terms and conditions of this Agreement. Show Management reserves the right to establish further regulations as it may deem necessary for the general success of the Event. It is further agreed that the conditions, rules and regulations, as herein stated and as outlined in the Exhibitor Information Kit, are included in this contract by reference and are made part hereof as though fully incorporated herein, and that Exhibitor agrees to be bound by each and every one thereof. All disputes, differences or questions arising out of or relating to this Agreement, or the validity, interpretation, breach, violation or termination thereof, shall be finally and solely determined and settled by arbitration at Norwalk, Connecticut in accordance with the existing Commercial Arbitration Rules of the American Arbitration Association and the laws of the state of Connecticut. The terms of this Agreement shall be interpreted under the laws of the State of Connecticut. The arbitrators may grant any remedy or relief deemed to be just and equitable. Judgment upon any arbitration award(s) may be entered and enforced in any court of competent jurisdiction.

2. USE OF SPACE. Show Management reserves the right to decline, prohibit or expel an exhibit which, in its sole judgment, is out of keeping with the character of the Event, this reservation being all inclusive as to persons, things, printed matter, product, conduct, sound level, etc. Distribution of advertising material and exhibitor solicitations of any sort shall be restricted to Exhibitor's booth. Exhibitor may only conduct activities and display products, advertising material, etc which are in support of Asterisk and VoIP and directly related to Exhibitor's normal business activities. Exhibitor's exhibit or product may not extend into any aisle. Exhibitor shall not arrange its exhibit so as to obscure or prejudice adjacent Exhibitors. Exhibitor shall not assign or sublet any part of its assigned space without the written consent of Show Management. Any space not occupied by the time set for completion of installation of displays will be reassigned at the discretion of Show Management. All booth rentals paid will be retained by Digium unless special arrangements have been made in advance. Exhibitor is solely responsible for obtaining any licenses and permits, and payment of all taxes (including sales and use taxes), license fees, or other charges applicable to its participation in the Event, including taxes collected by Show Management or Digium. Digium may apply any payments made by Exhibitor under this Agreement to any obligation that is past due under any other event r-related agreement between Digium and Exhibitor, in which case Digium shall notify Exhibitor of such application Exhibitor will keep its exhibit booth(s) open and staffed at all times during Event hours.

BOOTHS - Standard booth equipment (back wall, siderail and a company identification sign) is provided by Show Management without cost to Exhibitor. If Exhibitor plans to install a completely constructed display of such character that Exhibitor shall not require or desire the use of standard booth equipment, no part thereof shall so project as to obstruct the view of adjacent booths. Please refer to the "Booth Definition" diagram included in the Exhibitor Information Kit. Raw wood, cardboard or similar materials for wings to booths must be covered or painted if they are visible to adjacent booths. Exhibitor is also responsible for masking the "bones" of Pop-Up Displays if they are obtrusive and visible. Show Management reserves the right to mask these areas at Exhibitor's expense, if necessary.

Failure to comply with the rules and regulations as stated in the Exhibitor Information Kit will result in the alteration or removal of the display at Exhibitor's expense. Rental fees for services and exhibit space are not refundable at the time of removal.

Exhibitor shall be bound by all applicable and pertinent laws, codes and regulations of the municipality or other authorities having jurisdiction over the facility or the conducting of such expositions, together with the rules and regulations of the owners and/or operators of the facility in which the Event is held.

3. EXHIBITOR NON-COMPLIANCE. It is agreed that if Exhibitor fails to comply, in any respect, with the terms of this Agreement, then Show Management shall have the right, without notice to Exhibitor, to sell or offer for sale the exhibit space covered by this contract. Exhibitor shall be liable to Show Management for any deficiency, loss or damage suffered by Show Management, together with reasonable expenses and costs incurred by reason thereof.

It is further agreed that the actual occupation of the exhibit space by an exhibit is of the essence thereof, and should Show Management be unable to effect the sale of the space as herein provided, Show Management is then expressly authorized to occupy or cause said space to be occupied in such a manner as it may deem in the best interests of the Event, without any rebate or allowance whatsoever to Exhibitor and without in any way releasing Exhibitor from any liability hereunder, and Exhibitor expressly agrees to pay the full sum as herein set forth.

Show Management will not be liable for the non-fulfillment of this Agreement as to the delivery of exhibit space if non-delivery is due to any of the following causes: by reason of the facility being damaged or destroyed by fire, act of God, public enemy, war or insurrection, strikes, the authority of the law, postponement or cancellation of the Event or if the Event is canceled or postponed for any reason beyond the control of Show Management or Digium. If the Event is not held for any of the above named reasons, Show Management will reimburse Exhibitor for amounts paid in, less actual, out-of-pocket expenses incurred, such as rent, advertising, labor, operating costs, etc., on a pro-rata basis.

4. INSURANCE AND ASSUMPTION OF RISK. Exhibitor shall carry commercial liability insurance covering products, services and operations, employees, independent contractors, personal injury and blanket liability of at least \$1 million. Coverage must be evidenced by a current certificate of insurance supplied to and naming Technology Marketing Corporation, Digium,, and The Westin Westminster as additional insureds at least 30 days prior to the start of the Event.

Exhibitor shall be fully responsible to pay for any and all damages to property owned by The Westin Westminster, its owners or managers which result from any act or omission of Exhibitor. Exhibitor agrees to defend, indemnify and hold harmless The Westin Westminster, Digium, and Technology Marketing Corporation and their respective owners, managers, officers, directors, agents, employees, subsidiaries and affiliates, from any damages or charges resulting from Exhibitor's use of the property. Exhibitor's liability shall include all losses, costs, damages or expenses arising from, out of or by reason of any accident or bodily injury or other occurrences to any person(s), including the Exhibitor, its agents, employees and business invitees, which arise from or out of the Exhibitor's occupancy and use of the Event premises, the Hotel, or any part thereof, except to the extent such losses result from the negligence of The Westin Westminster, Digium,, and/or Technology Marketing Corporation.

To the maximum extent permitted by applicable law, Exhibitor has sole responsibility for any loss of its equipment or proprietary information, or any other loss including any subrogation claims by its insurer, Persons viewing, visiting, or otherwise participating in activities within Exhibitor's booth are deemed the invitees or licensees of Exhibitor and not of Show Management or Digium.

5. CANCELLATION POLICY. Once a contract has been signed and accepted by Show Management, the following cancellation policy applies: Exhibitor is liable for 50% of the total amount contracted if cancelled in writing more than 120 days prior to the show. If the cancellation occurs within 120 days of the show, Exhibitor is liable for 100% of the contracted amount.



Terms & Conditions continued

6. AVAILABLE SERVICES. On behalf of the Exhibitors, Show Management has designated official exhibition contractors to provide the following: drayage, cartage, 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 Information Kit. Show Management assumes no responsibility or liability for any services performed or the materials delivered by the foregoing persons, parties or organizations. Arrangements for these services and payments are to be made between Exhibitors and official exhibition contractors. Rules and regulations for union labor are made by the local unions and these regulations may be changed at any time. Where union labor is required because of building or contractor requirements, Exhibitor agrees to comply with the regulations.

7. PROTECTION OF FACILITIES. Nothing shall be posted on, tacked, nailed, screwed or otherwise attached to the columns, walls, floors or other parts of the convention hall exhibit area without permission from the proper building authority. Caustic or staining fluids/materials must not be used where they may damage floor coverings. Packing, unpacking and assembly of exhibits shall be done only in designated areas and in conformity with the directions of Show Management and/or the convention hall management, as applicable.

8. INSTALLATION & DISMANTLING. The specific requirements as to time for installation and dismantling of exhibits shall be set forth in the Exhibitor Information Kit supplied to each Exhibitor for this particular exhibition. Such requirements shall be binding upon the Exhibitor as though fully set forth herein.

9. RULES & REGULATIONS. Exhibitor will comply with all rules and regulations issued by Show Management as amended from time to time.

10. ADA COMPLIANCES. Exhibitor warrants that all of its activities and actions with respect to ASTRICON[®] shall be in full compliance with the Americans With Disabilities Act of 1991 and all rules and regulations implementing said Act.

11. OTHER EVENTS AND MARKETING Exhibitor agrees that it may not use the Event to leverage any other event in which Exhibitor is a sponsor or participant and therefore agrees that it may not, during the period from two days before until two days after (i) the Event(ii) any other conference or exposition event produced by Show Management or Digium, Inc. from three months prior until one year following the Event, conduct, promote, endorse, or participate in any functions, classes, seminars, exhibits or similar marketing activities within 50 miles of any such event other than (i) Exhibitor's participation in the Event under this Agreement or (ii) functions approved in writing by Exhibitor. During the Event Exhibitor may not promote its products or organization within 500 yards of the Event location except (i) in advertising contained in periodicals or similar regularly published media or (ii) as permitted by this Agreement or Show Management in writing.

12. EVENT MATERIALS The Exhibitor Information kit and any other materials distributed to Exhibitor relating to the planning or execution of the Event ("Event Materials") are owned exclusively by and are confidential material of Show Management and/or Digium. Show Management and Digium grant to Exhibitor a nontransferable, nonexclusive license, on an "AS IS" basis, to use such materials solely in connection with Exhibitor's participation in the event. Exhibitor is responsible for obtaining the Exhibitor Information Kit from Show Management. Upon completion of the Event or earlier termination of this Agreement, Exhibitor must promptly return the Event Materials to Show Management upon Show Management's written request. Exhibitor may use but not sell lists of Event participants our attendees without Show Management's and Digium's prior written permission.

13. RELEASE Exhibitor acknowledges that the Event may be recorded and reproduced in any form (including but not limited to digital formats), and hereby authorized Show Management and Digium. to record, transcribe, modify, reproduce, publicly perform, display, distribute, redistribute, and transmit in any form and for any our pose any such recording of the Event, and agrees to execute any additional release presented by Show Management or Digium, in connection with such activity or to give effect to this provision. Exhibitor hereby releases Show Management and Digium from and waives all claims it or its employees or agents may possess, now or in the future, in connection with such activities and specifically waives any statutory restriction on waivers of future claims or normal rights,.

AstriCon is a trademark of Digium, Inc. and is used by TMC with permission from Digium. AstriCon is registered under U.S. 3,605,093.