

IAITAM ACE 2022

The M Resort Henderson, NV

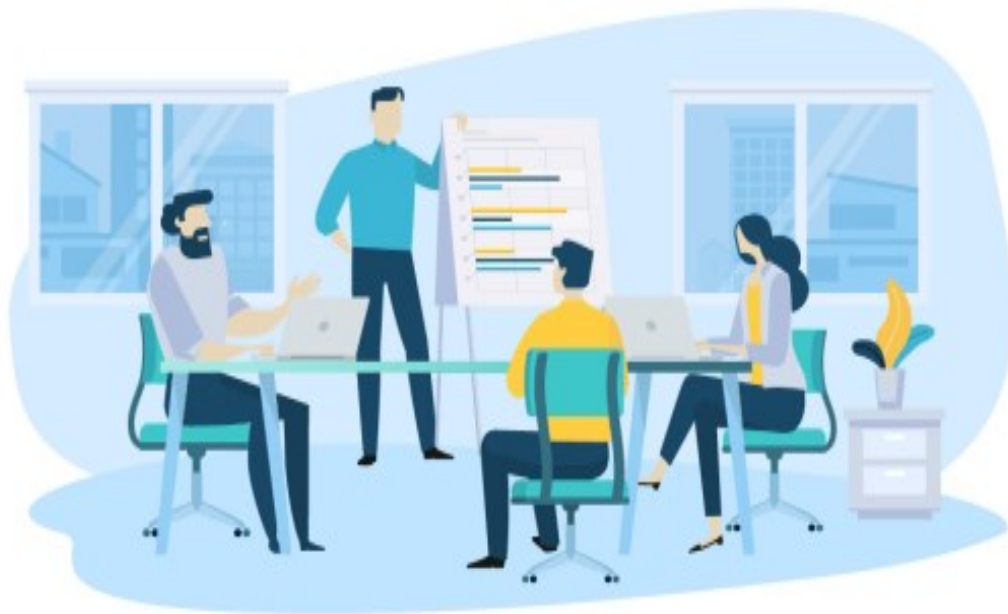


SPONSORSHIP & EXHIBITOR GUIDE

EXHIBITON

The IAITAM ACE is a 3-day conference where CIOs, COOs, CTOs, IT Asset Managers, IT Professionals, Finance Managers, Procurement Professionals, Compliance and Licensing Professionals come together to explore the latest in IT Asset Management and its effects on business operations and profitability. The Conference fulfills the needs of the IT Asset Management professional with educational lectures, workshops, product demonstration and networking opportunities. Moreover, it provides attendees with relevant knowledge that can be implemented upon their return to the office to start new asset management programs or improve existing ones. This industry-leading educational event provides valuable opportunities for you to win business and reach decision makers in the IT Asset Management community. Any company targeting the IT Asset Management market must attend!

To help maximize your company's exposure to, and invest in, the IT Asset Management community, join us at one of IAITAM's ACE - Annual Conference and Exhibition events by selecting the sponsorship opportunity that helps you to reach your desired target audience. On average, IAITAM hosts over 2,000 attendees each year from the IT Asset Management arena bringing together the knowledge and networking our industry demands. IAITAM's ACE conferences now span the globe with events held annually in the U.S., Asia and Europe. Visit aitam.org/ace for a full list of upcoming IAITAM ACE events.



IAITAM attendees are qualified buyers. They attend of Conference for enhanced ITAM education, networking and the possibility of seeing cutting-edge technology offerings for the IT Asset Management community. IAITAM ACE attendees are either senior management or ITAM practitioners attempting to raise their ITAM knowledge to the next level by learning how others are solving similar problems in their own enterprises and with what products. As you can see, IAITAM attracts some of the largest organizations from around the globe to participate in this must-attend event!



Location

Welcome to Henderson/Las Vegas - Henderson is part of the Las Vegas metropolitan area, which spans the entire Las Vegas Valley. It is the second largest city in Nevada, after Las Vegas. An increasing number of major shopping malls, movie theater complexes, restaurants and casino resorts offer residents a variety of choices for leisure time in Henderson. The city also sits a few miles southeast of Las Vegas and is not too far from the world-famous Las Vegas Strip.

Venue

M Resort Spa Casino

12300 LAS VEGAS BLVD S,

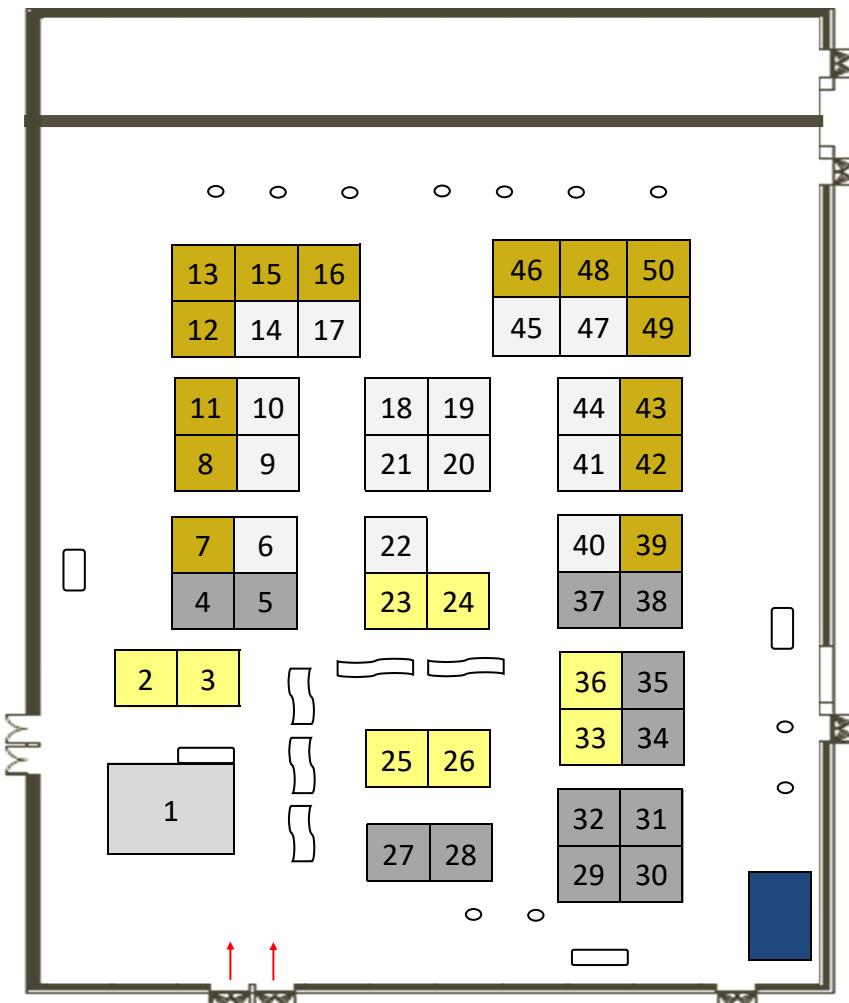
HENDERSON, NEVADA 89044

Phone +1.702.797.1000



The M Resort is located on South Las Vegas Boulevard at ST. Rose Parkway. Easy access from I-15 and only 10 minutes away from McCarran International Airport. Valet Parking is available and abundant free parking surrounds the resort.

Exhibit Hall Layout



Artwork Deadlines

Please refer to our website for deliverable dates and requirements.



IAITAM ACE SPONSORSHIP

Platinum Sponsor



\$133,050 Value Fee: \$60,000/Provider Member: \$36,000

Just imagine your company's name and logo on numerous banners in and around the IAITAM Pre-Conference Event and the entire IAITAM ACE for all to see! From signage throughout the Exhibition Hall and the Conference Luncheon Area to off-site venues, everywhere attendees turn at the Conference they will see your company name and logo. A full-page color advertisement in the Conference Program and 6 months of premium ad space on ITAK, IAITAM's industry leading online news article knowledgebase, will add to the impact of your message. You will also receive a premium location for your Platinum Booth (equivalent of four 4) regular booths) in the Exhibition Hall, eight (8) free Attendee Passes for the entire Conference, special discounted pricing for an unlimited number of your customers, access to the Conference Attendee List* and much, much, more complete the Platinum Sponsorship Package.

Gold Sponsor



\$94,660 Value Fee: \$30,000/Provider Member: \$18,000

Conference Attendees will see your company's name and logo on a banner in the Exhibition Hall at the IAITAM ACE, on table tents during the Conference Luncheons, in a half-page color advertisement in the Conference Program, at your company's strategically located booth in the Exhibition Hall, and on IAITAM's website complete with a link to your website! A Gold Sponsorship Package will also enable you to gain access to the Conference Attendee List*, allow your company to place its marketing material in the Conference Bag, and receive six (6) free Attendee Passes to the entire Conference!

Silver Sponsor



\$35,640 Value Fee: \$15,000/Provider Member: \$11,500

Turn your company into a shining star with our Silver Sponsorship level. You will make new contacts and increase business opportunities with a strategically located booth in the Exhibition Hall. Highlight your company's unique offerings through a half page ad in the Conference Program, your marketing materials in the Conference Bag provided to all attendees, acknowledgement of your Silver Sponsorship on IAITAM's website with a link to your website, and signage at the event breaks. As part of your Silver Sponsorship, you will also receive four (4) free Attendee passes as well as gain access to the Conference Attendee List*.

Bronze Sponsor



\$16,390 Value Fee: \$10,000/Provider Member: \$7,000

With a Bronze Sponsorship, you can promote your company's brand on the IAITAM website and in all pre-Conference marketing materials distributed by IAITAM along with acknowledgement of your Bronze Sponsorship level as well as gain access to the Attendee List*.

Please refer to the Sponsorship Matrix for full details on the above sponsorship opportunities.

*Please refer to the Terms and Conditions of the Exhibitor/Sponsor agreement.



IAITAM ACE SPONSORSHIP MATRIX

| | Value | Platinum | Gold | Silver | Bronze | Exhibitor |
|---|----------------|-----------------|-----------------|-----------------|----------------|----------------|
| Non Member Pricing | | \$60,000 | \$30,000 | \$15,000 | \$10,000 | \$4,995 |
| Provider Member Pricing | | \$36,000 | \$18,000 | \$11,500 | \$7,000 | \$4,495 |
| Exclusive 20x20 exhibit booth | \$12,000 | Yes | | | | |
| One regular exhibit booth | \$5,000 | | Yes | Yes | Yes | Yes |
| Private bar near booth | \$4,000 | Exclusive | | | | |
| Sponsorship of the IAITAM Pre-Conference Event | \$30,000 | Exclusive | | | | |
| Sponsorship of one of the Exhibition Cocktail Reception | \$21,000 | | Shared | | | |
| Sponsorship of one Keynote | \$15,000 | Exclusive | | | | |
| Sponsorship of Conference Luncheon | \$15,000 | | Shared | | | |
| Sponsorship of the Morning or Afternoon Breaks | \$5,000 | | | Shared | | |
| Banner advertisement on ITAK website (up to 6 months) | up to \$25,000 | Yes | | | | |
| Banner advertisement on ITAK website (up to 3 months) | up to \$17,500 | | Yes | | | |
| Pre-Conference Scheduled Marketing Opportunities | \$3,000 | Yes | Yes | | | |
| Acknowledgement of Sponsorship on IAITAM's Website including Sponsor logo and company description and a | \$1,500 | Yes | Yes | Yes | Yes | |
| Inclusion of Sponsor on all Pre-Conference Marketing | \$3,000 | Yes | Yes | Yes | | |
| Access to Attendee List Post-Conference in Electronic | \$6,000 | Yes | Yes | Yes | Yes | |
| Full-Page color advertisement in the Conference Program | \$6,000 | Yes | | | | |
| Half-Page color advertisement in the Conference Program | \$3,500 | | Yes | Yes | | |
| Sponsor's marketing collateral in Conference Attendee | \$3,000 | Yes | Yes | Yes | | |
| In-show push announcements via ACE Site Highlighting | up to \$3,000 | Exclusive x 4 | Shared x 2 | Shared x 1 | | |
| Links to YouTube video embedded directly in your ACE | \$3,000 | Yes | | | | |
| 8 Free Attendee Passes for the entire Conference – a | \$15,560 | Yes | | | | |
| 6 Free Attendee Passes for the entire Conference – a | \$11,670 | | Yes | | | |
| 4 Free Attendee Passes for the entire Conference – a | \$7,890 | | | Yes | | |
| 2 Free Attendee Passes for the entire Conference – a | \$3,890 | | | | Yes | Yes |
| MEMBER BENEFIT: 12 month extension of current | up to | Yes | Yes | | | |
| Total Value | | \$133,050 | \$94,660 | \$35,640 | \$16,390 | \$8,890 |
| Total nonmember Savings | | \$70,060 | \$61,670 | \$20,640 | \$6,390 | \$3,895 |
| Total Provider Member Savings | | \$97,050 | \$76,660 | \$24,140 | \$9,390 | \$4,395 |

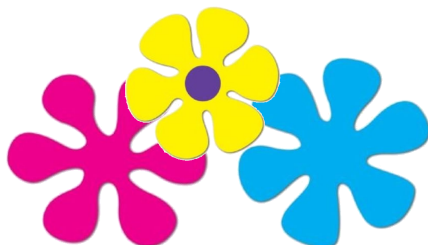
* Items above are guaranteed, however IAITAM may choose to provide additional marketing opportunities at IAITAM's sole discretion

**Valid only for current members in good standing

***Terms and Conditions apply

IAITAM ACE SPONSORSHIP DESCRIPTIONS

| | |
|---|--|
| Private bar near booth | As the Platinum Sponsor, you will have a bar set up near or next to your booth. We will work with the hotel to create a special drink, if possible. You will be recognized with signage identifying your company by name and/or logo at your bar. |
| Sponsorship of the IAITAM Pre-Conference Event | The IAITAM Pre-Conference Event is the perfect networking opportunity for you and attendees alike. Your sponsorship will expose your company to a well-attended evening of networking and entertainment and will also provide you with the ideal opportunity to meet and greet attendees in a relaxed setting. As the IAITAM Pre-Conference Event sponsor, you will be recognized with signage identifying your company by name and/or logo in multiple locations throughout the venue and on giveaways. |
| Sponsorship of one of the Exhibition Cocktail Reception | The Exhibition Hall Cocktail Reception is the perfect networking opportunity for you and attendees alike. Your sponsorship will expose your company to a well-attended cocktail reception in the Exhibition Hall and will also provide you with the ideal opportunity to showcase your product offerings. As the Exhibition Hall Cocktail Reception Sponsor, you will be recognized with signage identifying your company by name and/or logo in multiple locations throughout the Exhibition Hall. |
| Sponsorship of one Keynote | You will be recognized with signage identifying your company by name and/or logo as the sponsor of one of the keynote addresses. |
| Sponsorship of Conference Luncheon | Attendees will need the chance to stop, rest and refuel. As a Conference Luncheon Sponsor, your company's name and logo will be prominently displayed at the Conference Luncheon entrance and viewed by attendees while going to and from lunch. As a Conference Luncheon Sponsor, you will be recognized throughout the Conference Luncheon area with a prominently displayed banners and table tents for Conference attendees to read while enjoying lunch. |
| Sponsorship of the Morning or Afternoon Breaks | As a Break Sponsor of Morning and Afternoon Refreshment Breaks, you will be recognized with signage identifying your company by name and/or logo along with booth number in multiple locations throughout the Refreshment |
| Full-Page color advertisement in ITAK (up to 6 months prior to Conference Edition) | ITAK, IAITAM's official publication, is distributed on-line to a global audience. The targeted audience includes IT Asset Managers at all skill levels, CIOs, CEOs, property managers, security professionals, and participants in the lifecycle management of IT assets at any point, as well as the providers of services and products to the IT Asset Management arena. Your ad in ITAK will reach the IT Asset Management community and provide global exposure beyond the Conference. |
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| Pre-Conference Scheduled Marketing Opportunities (pre-registration required) | As the platinum Sponsor, IAITAM will work with you to highlight your attendance prior to conference through multiple mediums. |
| Acknowledgement of Sponsorship on IAITAM's Website including Sponsor logo and company description and a link to the Sponsor's Website | IAITAM's website homepage will highlight your sponsorship level for the next ACE and give your organization exposure to individuals from around the globe that access the IAITAM site daily. |
| Inclusion of Sponsor on all Pre-Conference Marketing Material distributed by IAITAM | IAITAM preconference marketing allows attendees to get to know you even before the conference, your logo will reach our database even before you unload a box at conference. |
| Access to Attendee List Post-Conference in Electronic Format | IAITAMs Attendee List is highly requested and IAITAM is very selective about ever using this database, as a sponsor of the ACE you demonstrate your commitment to the ITAM profession. The Attendee List is never sold. This is the only event that IAITAM allows the attendee list to be distributed. Use of the Attendee List is subject to the Terms & Conditions of the Exhibitor/Sponsor Agreement. |
| Full-Page color advertisement in the Conference Program | The official on-site IAITAM ACE Program contains information about the Conference, the agenda, keynote speakers, daily activities, evening events, Conference logistics and speaker presentation handouts. It is the reference guide for all attendees of the IAITAM ACE. |
| Half-Page color advertisement in the Conference Program | The official on-site IAITAM ACE Program contains information about the Conference, the agenda, keynote speakers, daily activities, evening events, Conference logistics and speaker presentation handouts. It is the reference guide for all attendees of the IAITAM ACE. |
| Sponsor's marketing collateral in Conference Attendee Bags | As a Platinum, Gold, or Silver Sponsor your collateral will be placed into the conference attendee bags given out at registration. Your collateral will be front and center in the attendees hands the moment they register at conference. |
| In-show push announcements via ACE Site Highlighting Booth/Sponsor level/ Speaker session | Most everyone carries a smartphone or tablet at conference. IAITAM will make sure to recognize you with notifications pushed to the attendees' devices via the ACE site announcements highlighting your booth as well as showing your Platinum Sponsorship. We will also spotlight where and when you will be speaking at conference if applicable. |
| Links to YouTube video embedded directly in your App profile - up to 4 links | As a Platinum sponsor, you will take advantage of video marketing by utilizing YouTube videos to highlight your company and to accelerate attendee networking. You will be able to have up to four links directly embedded into your App profile for everyone attending the conference to access. |



IAITAM ACE SPONSOR & EXHIBITOR ORDER FORM



| | PLATINUM SPONSOR | GOLD SPONSOR | SILVER SPONSOR | BRONZE SPONSOR | EXHIBITOR |
|---|------------------|--------------|----------------|----------------|-----------|
| Please check selected level: | | | | | |
| A la Carte item: | | | | | |
| A la Carte item: | | | | | |
| A la Carte item: | | | | | |
| Top 3 booth selections (in order of preference) | | | | | |

Sponsor

50% Payment is due for Sponsorship upon return of the Sponsorship Registration Form and Agreement. Payment in full is due ninety (90) days prior to the Conference start.

Exhibitor

Payment for Exhibit Booth is due in full upon Exhibitor's return of the Exhibitor Registration Form and Agreement.

If payment is not received by IAITAM ninety (90) days prior to the Conference, Sponsor relinquishes all rights to its designated Exhibit Booth. Payment may be made by Check, Credit Card or Purchase Order. If paying by Check, all Checks shall be made payable to IAITAM and remitted to the Attention of IAITAM Annual Conference & Exhibition Management, c/o IAITAM, 4848 Munson St NW, Canton, Ohio 44718 USA. If paying by Credit Card or Purchase Order, please provide all necessary information as indicated below. IAITAM, in its sole discretion, reserves the right to accept or reject an Exhibitor or Sponsor. IAITAM, in its sole discretion, shall have final approval of all displays and demonstrations in the Exhibit Booth. Any display or demonstration deemed unacceptable by IAITAM, in its sole discretion, shall not be permitted to participate unless and until such display or demonstration is approved by IAITAM. *Exhibit Booth is available on a first-come, first-serve basis and subject to change until payment is made in full; subject to terms and conditions. No pre-conference marketing will take place until full payment is received.

PAYMENT METHOD : CREDIT CARD CHECK WIRE PURCHASE ORDER

Paid in full: \$ _____

Credit Card: IAITAM values your personal data and will no longer accept credit cards directly or via phone*

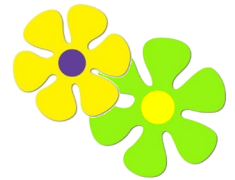
Check #: _____

Wire Confirmation #: _____

Purchase Order #: _____

*Please contact conference@iaitam.org for credit card payment options.

IAITAM ACE SPONSOR/EXHIBITOR CONTRACT



Details regarding booth setup, booth location, hours of operation and shipping of materials are available at IAITAM.org

One skirted 6ft. Table | 2 Chairs | Pipe and drape booth setup | 1 Trash can

Refer to the IAITAM website for additional details. The above items will not have to be ordered and will not be included in an exhibitor kit.

Company Information

| | | | |
|-----------------------|--|--------------|--|
| Company Name | | | |
| Address 1 | | Contact Name | |
| Address 2 | | Title | |
| City | | Phone # | |
| Country | | Email | |
| ZIP/Postal Code | | Fax | |
| State/Region/Province | | Website URL | |

Attendee Information

The exhibitor fee includes the right of the exhibitor to have two (2) representatives attend the conference. Additional attendees must pay for their entrance to the event.

| | | | |
|-----------------|--|------------|--|
| Attendee 1 Name | | Attendee 2 | |
| Title | | Title | |
| Phone # | | Phone # | |
| Email | | Email | |

THIS AGREEMENT WILL NOT BE ACCEPTED WITHOUT THE FOLLOWING INFORMATION:

Nature of Exhibitor's Business:

Products/Services to be displayed/demonstrated:

Any and all changes to the information herein shall not be approved without the prior written consent of IAITAM

TERMS AND CONDITIONS

1. IAITAM Conference and Exhibition, held on May 17th—19th, 2022 (the “Conference”). The Conference is owned, operated and managed by IAITAM.
2. Subject to the Conference Site’s providing the Exhibit Booth to IAITAM, IAITAM shall assign to Exhibitor/Sponsor, for the duration of the Conference, the Exhibit Booth specified herein, or such other Exhibit Booth of comparable size and cost that IAITAM, in its sole discretion, may assign to Exhibitor/Sponsor. Such assignment is made for only the Conference(s) checked below and does not imply that same or similar space will be held or offered to Exhibitor/Sponsor at future IAITAM conferences.
3. Exhibitor/Sponsor hereby agrees to pay the Exhibit Fee and to maintain its exhibition presence at the Conference Site for the duration of the Conference. Failure of Exhibitor/Sponsor to maintain its exhibition presence throughout the Conference shall be deemed a material breach of this Agreement.
4. Exhibitor/Sponsor agrees that the Exhibit Fee and all costs related to Exhibitor/Sponsor’s participation in the Conference (the “Additional Exhibitor/Sponsor Fees”), including, but not limited to, any promotional material such as banners, electronic media and advertising in any Conference Collateral Material as hereinafter defined, including, but not limited to, the Conference Program, Conference Videotape, Conference Directory, Conference Guide and Conference Daily Schedule of Events and any other collateral material related to the Conference (all of the foregoing hereinafter collectively referred to as the “Conference Collateral Material”), must be paid in full to IAITAM prior to Exhibitor/Sponsor’s move-in to its assigned Exhibit Space. In the event that Exhibitor/Sponsor fails to pay the Exhibit Fee or any Additional Exhibitor/Sponsor Fees as required herein, IAITAM may reassign the Exhibit Space designated to such Exhibitor/Sponsor. In the event that Exhibitor/Sponsor pays the Exhibit Fee and the Additional Exhibitor/Sponsor Fees after such reassignment, IAITAM, in its sole discretion, may assign another Exhibit Space of comparable size and cost to Exhibitor/Sponsor, if available. In all cases, Exhibitor/Sponsor shall remain liable to IAITAM for payment of all Exhibit Fees and Additional Exhibitor/Sponsor Fees set forth in this Agreement, subject only to Section 15 hereof.
5. IAITAM makes no representations or warranties as to the number of people who will attend the Conference. IAITAM reserves the right to change the name of the Conference, the Conference Site, the Conference Exhibit hours and official Conference suppliers.
6. Exhibitor/Sponsor agrees that in the event any advertising it may place in any Conference Collateral Material does not run or contains material errors or omissions due to the gross negligence or willful misconduct of IAITAM, IAITAM will apply any refund related thereto and due to Exhibitor/Sponsor to the Exhibitor/Sponsor Fee for the Conference in the subsequent year, it being acknowledged that said adjustment shall constitute Exhibitor/Sponsor’s full and sole relief. IAITAM reserves the right to circulate any advertising to Conference attendees within thirty (30) days after the Conference and such circulation shall constitute a full run of such advertising and no adjustment shall be due and owing to Exhibitor/Sponsor.
7. IAITAM shall supply Exhibitor/Sponsor with the Exhibitor/Sponsor Manual, which shall contain the rules and regulations governing Exhibitor/ Sponsor’s participation in the Conference. Exhibitor/Sponsor acknowledges and agrees that the Exhibitor/Sponsor Manual is an integral part of this Agreement and is incorporated herein by reference as if fully rewritten herein. Exhibitor/Sponsor further agrees to observe and abide by any additional rules and regulations which may be promulgated by IAITAM for the efficient and safe operation and the success of the Conference.
8. Conference Sponsors (Platinum Level and Sponsor Level) will be given access to the Opt-in Conference Attendee List. Access to the Opt-in Conference Attendee List is non-transferable, non-assignable and limited to a one-use instance. By accessing and/or using the Opt-in Conference Attendee List and the data therein, Exhibitor/ Sponsor acknowledges that it understands and agrees that the Opt-in Conference Attendee List is a one-use instance license, not sold, confidential and proprietary to IAITAM, and all worldwide intellectual property and database protection rights therein and relating thereto are and will remain the exclusive property of IAITAM. Except for the limited rights to the Opt-in Conference Attendee List and the data therein expressly granted to Exhibitor/Sponsor by IAITAM, Exhibitor/Sponsor will have no right, title or interest (whether by implication, estoppel or otherwise) in or to the Opt-in Conference Attendee List or the data therein or any intellectual property rights therein or thereto. Exhibitor/Sponsor agrees to protect the confidentiality of the Opt-in Conference Attendee List and the data therein with the same degree of care that it uses to protect the confidentiality of its own proprietary and/or confidential information of like kind (but in no event less than reasonable care) and not to disclose, distribute, sell or otherwise use the Opt-in Conference Attendee List and the data therein for any purpose not expressly authorized by IAITAM. Exhibitor/Sponsor shall limit access to the Opt-in Conference Attendee List to those of its employees, contractors and agents who need such access for purposes consistent with the limited licensed use rights. After Exhibitor/Sponsor uses its one-use instance, the limited license shall terminate and Exhibitor/Sponsor shall cease all further use of the Conference Attendee List. If Exhibitor/Sponsor does not cease use or otherwise breaches this Agreement and/or its confidentiality obligations, IAITAM will be entitled to recover all losses, costs, expenses and damages caused by that failure and Exhibitor/Sponsor will pay all such expenses that IAITAM incurs on demand. IAITAM will also be entitled to relief by injunction, and any other right or remedy at law or in equity to enforce IAITAM’s rights.
9. Exhibitor/Sponsor shall only display the products and/or services as hereinabove described in the Exhibit Space. Exhibitor/Sponsor shall have adequate personnel in its Exhibit Space during the entire Conference as specified by IAITAM. Any substantial change in the type or character of Exhibitor/Sponsor’s products and/or services displayed in the Exhibit Space shall require IAITAM’s prior written consent. No exclusivity as to the type of products and/or services to be displayed by an Exhibitor/ Sponsor is extended to any Exhibitor/Sponsor unless specifically negotiated with IAITAM and a fee for such exclusivity is paid to IAITAM. Any such exclusivity shall be expressly noted on the face of this Agreement.
10. The Exhibit Space assigned to any given Exhibitor/Sponsor is not contingent on the location of the Conference entrances or exits, food concessions or attractions. The parties agree that the Exhibit Space assigned to Exhibitor/Sponsor is final and may not be changed once the Conference has opened to attendees, except at the discretion of IAITAM.
11. All designs for Exhibit Space displays (except those involving the use of tables, showcases and standard walls) must be submitted to IAITAM for approval one (1) month prior to the commencement of the Conference. IAITAM’s approval shall not relieve Exhibitor/Sponsor from its obligation to obtain all necessary permits from the Conference Site, local unions, etc. prior to construction of any display in the Exhibit Space.

12. During the Conference's scheduled times, Exhibitor/Sponsor shall not make any promotional efforts, nor supply any transportation, that has the effect of drawing attendees away from the Conference to local showrooms or hospitality suites or any non-Conference exhibit area without the prior written consent of IAITAM. Exhibitor/Sponsor may not participate in any way in any other trade show conducted during the same time period and in the same geographic region of the Conference. Exhibitor/Sponsor may not promote in any way any other trade show during the Conference without the prior written consent of IAITAM.

13. IAITAM, in its sole discretion, may provide security services at the entrances and exits to the Exhibition area of the Conference as it deems necessary. Notwithstanding the foregoing, Exhibitor/Sponsor assumes all responsibility and liability for losses, damages and claims arising out of injury or damage to Exhibitor/Sponsor's employees, representatives and agents, and its displays, equipment and other property brought upon the Conference Site and shall indemnify, defend and hold harmless IAITAM and the Conference Site and their respective shareholders, directors, officers, employees, representatives and agents from and against any and all such losses, damages and claims, including attorney's fees. Exhibitor/Sponsor agrees to indemnify, defend, and hold harmless IAITAM and the Conference Site and their respective shareholders, directors, officers, employees, representatives and agents from and against any and all losses, damages and claims, including attorney's fees, brought against IAITAM and/or the Conference Site which result from any injury to persons or property arising out of any act or failure to act IAITAM ACE Exhibition by Exhibitor/Sponsor, its shareholders, directors, officers, employees, representatives or agents, in connection with Exhibitor/Sponsor's use of its assigned Exhibit Booth and its display therein or its participation in the Conference. Exhibitor/Sponsor shall obtain Comprehensive General Liability Insurance in the amounts of \$1,000,000.00 for any one accident, and \$250,000.00 for property damage. A Certificate of Insurance for said coverage naming IAITAM as an additional insured, satisfactory to IAITAM, shall be provided to IAITAM no later 60 days prior to event. Exhibitor/Sponsor shall obtain a waiver of subrogation, releasing the carrier's subrogation rights, from any insurance carrier which carries any risk coverage insuring its property.

14. Exhibitor/Sponsor shall not take any photographs of the Conference without the express written consent of IAITAM. Exhibitor/Sponsor agrees that IAITAM may take photographs of Exhibitor/Sponsor's Exhibit Space and personnel before, during or after the Conference hours, for use by IAITAM in promoting the Conference and future conferences. Exhibitor/Sponsor further agrees to grant IAITAM the non-exclusive right to use any of its logos, trademarks, service marks, etc., as such may appear in said photographs for IAITAM's marketing and promotional efforts related to the Conference and future conferences. Any marketing or Conference materials requiring changes after the final due date will be at the Exhibitor/Sponsors expense.

15. Exhibitor/Sponsor shall not use music from any source in its Exhibit Space which requires permission from the copyright owner unless it has, in advance, obtained a license to publicly perform such music, paid any fees required to be paid for the public performance of such music and provided IAITAM with a copy of the fully-executed license agreement for the public performance of such music. Exhibitor/Sponsor agrees to indemnify, defend and hold harmless IAITAM and the Conference Site and their respective shareholders, directors, officers, employees, representatives and agents from any and all losses, damages and claims, including attorney's fees, resulting from Exhibitor/Sponsor's failure to comply with these requirements.

16. If Exhibitor/Sponsor cancels this Agreement, 50% of the Exhibit Fee is recoverable if cancelled prior to 120 days before the start of the event. Any cancellation received after 120 days before the start of the event will forfeit 100% of the Exhibit Fee. This amount is deemed to be liquidated damages for the injuries IAITAM will suffer as a result of Exhibitor/Sponsor's cancellation, not a penalty. The effective date of Exhibitor/Sponsor's cancellation shall be the date IAITAM receives written notice of Exhibitor/Sponsor's notice of cancellation.

17. IAITAM shall be entitled to close Exhibitor/Sponsor's Exhibit Space at any time during the Conference for Exhibitor/Sponsor's failure to perform, meet or observe any term or condition set forth herein. Any such Exhibitor/Sponsor shall not be entitled to a refund of any of the Exhibitor/Sponsor Fee or any of the Additional Exhibitor/Sponsor Fees. In the event that Exhibitor/Sponsor cancels this Agreement according to its terms and conditions, and such cancellation is received by IAITAM after 120 days before the start of the event, then Exhibitor/Sponsor, in addition to forfeiting 100% of the Exhibit Fee as set forth in Paragraph 16, shall pay IAITAM any additional expenses IAITAM may incur in decorating the Exhibit Space which the Exhibitor/Sponsor canceled or reconfiguring the Exhibition to accommodate one less Exhibitor/Sponsor.

18. To the extent that a party is not able to perform an obligation under this Agreement due to fire, flood, strike or other labor interruption, terrorism, war, riot, an act of God, an act of government, insurrection, civil disturbance or other cause beyond that party's reasonable control, that party shall not be liable for failing to perform that obligation; provided, however, the refund of the Exhibit Fee and the Additional Exhibitor/Sponsor Fees to an Exhibitor/Sponsor shall be at the sole discretion of IAITAM. In the event a refund is made, it shall be equal to Exhibitor/Sponsor's proportionate share of the aggregate exhibit fees received by IAITAM, less Exhibitor/Sponsor's proportionate share of the aggregate Conference expenses incurred by IAITAM and reasonable compensation due to IAITAM. In no event shall the amount refunded to Exhibitor/Sponsor exceed the amount of the Exhibit Fee paid by such Exhibitor/Sponsor. Exhibitor/Sponsor shall not have any right to an accounting review or audit of the financial records of IAITAM. In the event an Exhibitor/Sponsor cancels this Agreement prior to any cancellation of the Conference by IAITAM due to a force majeure, such Exhibitor/Sponsor shall not be entitled to any refunds paid pursuant to this Section 17.

19. Neither IAITAM nor the Conference Site accepts responsibility, nor is a bailment created, for merchandise or equipment delivered by or to Exhibitor/Sponsor at any time. IAITAM, its shareholders, directors, officers, employees, representatives, agents and official suppliers neither offer nor accept responsibility for any of Exhibitor/Sponsor's property. If Exhibitor/Sponsor desires private guard or bailment services, it shall hire such security separate and distinct from any security hired by IAITAM or the Conference Site, and shall remain solely responsible for such goods so entrusted. Exhibitor/Sponsor personnel shall not be permitted to enter the Conference Site with firearms whether or not they are duly licensed to carry same. Exhibitor/Sponsor agrees to defend, indemnify and hold IAITAM and the Conference Site and their respective shareholders, directors, officers, employees, representatives and agents harmless from any loss, damages and claims, including attorney's fees, resulting from the use of firearms owned or in the possession of Exhibitor/Sponsor or its personnel.

20. Exhibitor/Sponsor agrees that neither IAITAM nor the Conference Site, nor any of their respective shareholders, directors, officers, employees, representatives or agents shall be held accountable or liable for, and the same are hereby released from accountability and liability for, any damage, loss, harm or injury to the person or property of Exhibitor/Sponsor or of Exhibitor/Sponsor's shareholders, directors, officers, employees, representatives or agents resulting from theft, fire, water, accident or any other cause. Exhibitor/Sponsor also agrees that IAITAM and the Conference Site shall not obtain any insurance against such damage, loss, harm or injury to any person or property of Exhibitor/Sponsor or any of Exhibitor/Sponsor's shareholders, directors, officers, employees, representatives or agents and that the procuring of insurance against those risks is solely the responsibility of Exhibitor/Sponsor.

21. Exhibitor/Sponsor shall abide by and observe all federal, state and local laws, ordinances, rules and regulations, IAITAM's rules and regulations, the Conference Site's rules and regulations, and all union rules and regulations as they relate to Exhibitor/Sponsor's participation in the Conference. Additionally, Exhibitor/Sponsor shall obtain all necessary permits or licenses at it's sole cost and expense.

22. Exhibitor/Sponsor acknowledges that the rights granted to it hereunder including, but not limited to, access to the Conference Site, may be revoked by IAITAM at any time and for any reason whatsoever. Exhibitor/Sponsor agrees that it will provide a complete list of its exhibit attendees to IAITAM no later than twenty-one (21) days prior to the Conference. If Exhibitor/Sponsor fails to provide said list to IAITAM, Exhibitor/Sponsor agrees that it is forfeiting all Exhibitor/Sponsor passes that are not present on said list.

23. IAITAM shall have the right to cancel this Agreement and/or to prohibit, close, correct, remove or eliminate any or all of Exhibitor/Sponsor's Exhibit Space and any of Exhibitor/Sponsor's signs, cards, printed material, souvenirs, catalogs or other things, circumstances, conduct or actions, or refuse Exhibitor/Sponsor to move in or set up its Exhibit Space with or without cause at any time as determined within its sole discretion. In the event that this Agreement is canceled by IAITAM under the provisions of this Section 22, Exhibitor/Sponsor shall remain liable for any deficiency, loss or damage suffered by IAITAM by reason thereof which loss, deficiency or damage Exhibitor/Sponsor agrees to pay IAITAM, on demand, together with any reasonable expenses and costs, including attorney's fees, incurred by IAITAM reason thereof. IAITAM is expressly authorized (but has no obligation) to occupy, cause to be occupied, or dispose of any Exhibit Space vacated or made available by reason of action taken by IAITAM under this Section 22 in such manner as it may deem in the best interest of the Conference, with or without receiving any consideration therefore, without releasing Exhibitor/Sponsor from any liability hereunder.

24. Without the express prior written consent of IAITAM, Exhibitor/Sponsor shall not sell, transfer, assign or sublet to a third party its rights hereunder to its Exhibit Space or any portion thereof. If any Exhibitor/Sponsor desires to share its designated Exhibit Space with any other Exhibitor/Sponsor(s), all Exhibitor/Sponsors in that Exhibit Space must sign separate Exhibitor/Sponsor Registration Form and Agreements pertaining to that Exhibit Space, and each Exhibitor/Sponsor shall be jointly and severally bound by all of the terms and conditions thereof. Subject to Section 23, in the event of (i) the sale or transfer of more than 50% of the stock or other ownership interest in Exhibitor/Sponsor, or (ii) the merger or consolidation of Exhibitor/Sponsor with another whereby Exhibitor/Sponsor is not the surviving entity, this Agreement shall be terminable at the option of IAITAM within ninety (90) days after IAITAM receives written notice of such event. In the event of a merger of two or more Exhibitor/Sponsors where this Agreement is not terminated by IAITAM, IAITAM shall, upon request of Exhibitor/Sponsor, make all reasonable efforts to consolidate the Exhibit Spaces contracted for by both Exhibitor/Sponsors into one Exhibit Space equal to the sum of the Exhibit Spaces originally purchased by said Exhibitor/Sponsors when they were independent entities. However, in the event that is not possible to consolidate the Exhibit Spaces of the subject Exhibitor/Sponsors, the Exhibitor/Sponsor surviving the merger shall be liable for all of the Exhibit Spaces originally contracted for by each of the merged Exhibitor/Sponsors. This Agreement shall be binding upon Exhibitor/Sponsor's successors and assigns, subject to the terms and conditions of this Agreement regarding assignment.

25. Exhibitor/Sponsor agrees to pay interest at the rate of 1.5% per month (18% per annum) or at the maximum interest permissible by law, whichever is higher, on any and all past due Exhibitor/Sponsor Fee, Additional Exhibitor/Sponsor Fees or any other fees. Exhibitor/Sponsor also agrees to pay all collection costs of IAITAM, including attorney's fees, together with any court costs, incurred by IAITAM in enforcing its rights hereunder.

26. This Agreement is deemed to be entered into in the State of Ohio and governed by the laws of the State of Ohio without regard to its conflict of laws principles. Exhibitor/Sponsor consents to the personal jurisdiction of the state courts of Ohio or the United States District Court for the Northern District of Ohio, as their respective jurisdictions may lie, for the resolution of any and all disputes and claims arising out of and/or relating to this Agreement. Exhibitor/Sponsor waives any claims it may assert as to lack of personal or subject matter jurisdiction, and agrees that such jurisdiction exists in Ohio.

27. This Agreement constitutes the entire agreement between IAITAM and Exhibitor/Sponsor, and supersedes all prior agreements and undertakings, both written and oral, between them with respect to its subject matter.

28. No change to this Agreement shall be valid unless in writing signed by the parties hereto which refers specifically to this Agreement and states the parties' intention to change it.

29. If any term or provision or any portion of such term or provision of this Agreement or the application of such term or provision to any circumstance is finally determined by a court of competent jurisdiction to be invalid or unenforceable in whole or in part, such term, provision or portion of such term or provision shall be ineffective to the extent of such determination, without rendering invalid or unenforceable the remaining terms and provisions of this Agreement, which remaining terms and provisions shall be construed to preserve to the maximum extent possible the intent and purposes of this Agreement. Any such invalidity or unenforceability in any jurisdiction shall not invalidate or render invalid or unenforceable such term or provision or any portion of such term or provision in any other jurisdiction.

30. During the Conference, Exhibitor/Sponsor agrees not to solicit for hire or retain as an independent contractor, any person who is an employee of IAITAM, any other Exhibitor/Sponsor, any Sponsor or any Conference attendee. For the purpose of this provision, solicit shall be deemed to include, but is not limited to, advertisement in any Conference collateral material.

31. Exhibitor/Sponsor grants IAITAM a world-wide, non-exclusive, revocable right to include a hyperlink from www.iaitam.org to Exhibitor/Sponsor's URL address, as provided by Exhibitor/Sponsor to IAITAM.

32. Exhibitor/Sponsor hereby grants IAITAM a worldwide, non-exclusive revocable license to distribute, merge, combine, copy, use and duplicate its trademark, trade name, logo or marketing materials provided to IAITAM for the purposes of marketing the Conference.

33. Exhibitor/Sponsor acknowledges and agrees that IAITAM does not support and has not reviewed the contents of Exhibitor/Sponsor's World Wide Web Site. Exhibitor/Sponsor agrees that it is fully responsible for the content posted at its URL address on its World Wide Web Site. Exhibitor/Sponsor shall fully indemnify, defend and hold harmless IAITAM, its shareholders, directors, officers, employees, representatives and agents against any and all losses, damages and claims, including attorney's fees, arising from, but not limited to, anything on Exhibitor/Sponsor's website, claims of trademark infringement, trademark dilution, copyright infringement and misappropriation; provided, however, that Exhibitor/Sponsor is notified in writing by IAITAM of such action, claim or proceeding.

34. Exhibitor/Sponsor acknowledges and agrees that IAITAM has the right to film, photograph, record, use names, quotes, likenesses, voices and biographical information of Exhibitor/Sponsor and its shareholders, directors, officers, employees, representatives or agents, in connection with the Conference and may publish, copyright, distribute, perform, transmit, print, display, exhibit and otherwise use such materials and recordings worldwide in any media now known or hereafter developed (including, without limitation, television film, videotapes, CDs, audio recordings, photographs, print publications and marketing collateral, the Internet and World Wide Web) in whole or in part, for any or all commercial purposes whatsoever in regards to the Conference or IAITAM.

Authority: The individual executing the Exhibitor Registration Form and Agreement (the “Agreement”) has the full power and authority to enter into this Agreement and to perform, or cause the performance of, Exhibitor’s obligations hereunder, and this Agreement constitutes the legal, valid and binding obligations of the parties, enforceable against each party in accordance with its terms.

The parties hereto have executed this Agreement this _____ day of _____, 20____.

Assigned Booth Number:

Corporate Name:

Signature:

Print Name:

Title:

“EXHIBITOR/SPONSOR”

Corporate Name: International Association of Information Technology Asset Managers, Inc.

Signature:

Print Name:

Title:

“IAITAM”

