

Sage Summit 2013 Contract



Registration and Priority Point System

Exhibitors will receive one point for every \$1,000 invested in Sage Summit. For the purposes of awarding points, the investment is always rounded up to the next thousand. For example, if you invest \$5,750, you will receive the same number of points as if you had invested \$6,000. In addition, you will accumulate points for participating in consecutive Sage Summit events. Priority point registration will take place February–April 2013. New exhibitor registration will open in mid-April 2013. Exhibit hours and floor plans are subject to change. Information is subject to change. Sponsorships and updates will be available at:

www.SageSummit.com

Sage Summit 2013 Exhibitor Application and Sponsorship Agreement

This Exhibitor Application and Sponsorship Agreement (“**Agreement**”) is made between the company submitting this application (“**Exhibitor**”) and Sage Software, Inc. (“**Sage**”) for exhibit space and/or sponsorship at the Sage Summit 2013 Conference and Trade Show (“**Sage Summit 2013**”), scheduled for July 21–26, 2013, at the Gaylord National Resort and Convention Center. This Agreement is made for the benefit of Exhibitor, Sage, and the Sage Summit 2013 suppliers (“**Show Management**”). This Agreement becomes effective as of the date of its acceptance by Sage and the receipt of the applicable fee from Exhibitor by Sage.

The terms and conditions of this Agreement, including but not limited to, the Exhibit Floor Plan, rates, the rules and regulations in the Exhibitor Services Manual, and any general exhibit information provided to Exhibitor, may be updated and amended by Sage at its sole discretion and are binding on Exhibitor. **Notwithstanding the acceptance by Sage of this Agreement nor any payment received from Exhibitor, Sage reserves the right to: (a) deny entrance or reentrance to, or to remove, any Exhibitor(s), Exhibitor representative(s) or suppliers, and Exhibitor invitees, from Sage Summit 2013; and (b) reject, remove, or prohibit any Exhibit property, in whole or in part, at Show Management’s sole discretion if not in compliance with Sage Summit 2013 rules and regulations.**

Eligibility: Sage, in its sole discretion, determines the eligibility of any company or product for exhibit. Sage reserves the right to withdraw its acceptance of an application or deny participation of any individual or organization at any time if it determines that a company or product is not eligible for exhibit or Exhibitor is in arrears for payments due for other Sage events. If Exhibitor fails to comply with any of the terms of this Agreement, Sage may, among other things, refuse Exhibitor the right to participate further in Sage Summit 2013 and may refuse to consider Exhibitor for participation in future exhibitions. Sage is not responsible for any costs associated with the exhibit or travel costs if Exhibitor is uninvited to participate.

Sage Development Partner Program Requirement: Exhibitors that are a fit for the Sage Development Partner Program must be part of the program to exhibit. Once you register for Sage Summit 2013 your application will be sent to Sage to verify your standing in one of these authorized Sage programs:

- Sage Development Partner Program
- Sage Preferred Vendors
- Sage OEM Partners

If your company is verified to reflect current status in one of the above programs, your registration is complete. If your company either has an expired status or cannot be verified to be in one of the authorized programs listed above and your company is deemed as a fit for one of the programs then:

- Your registration will be put on hold.
- You will be contacted by a Sage representative within 48 hours with the steps necessary to join the program which is applicable to your company. If you decide to join the program presented to you and complete the process outlined by the Sage representative, an email will be sent to you and the Sage events team that you have been approved to exhibit at Sage Summit 2013. If you decide not to join one of the programs presented to you by a Sage representative or not to renew your status, your application for registration to exhibit at Sage Summit 2013 will be canceled, and you will receive a refund, if applicable.



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The following exceptions will be made.

- Your company is a nonprofit industry association
- Your company offers only marketing services

Application and Payment: Applications must be received with a valid check or valid credit card information for payment in full of all fees no later than thirty (30) days prior to the exhibit setup day as specified in the Exhibitor Services Manual.

Cancellation Policy: Cancellations for exhibit space prior to May 17, 2013, will be refunded in full minus a \$250 processing fee upon written notification from Exhibitor. No refunds will be processed for exhibit space cancellations after this time. Sponsorship fees are nonrefundable.

Cancellation by Sage: If Exhibitor fails to make a payment required by this Agreement in a timely manner, Sage may terminate this Agreement (and Exhibitor's participation in Sage Summit 2013) without further notice and obligation to refund monies previously paid. Sage reserves the right to refuse Exhibitor permission to move in and set up exhibit if Exhibitor is in arrears of any payment due to Sage.

Cancellation of the Event: If Sage cancels the Event due to circumstances beyond the reasonable control of Sage (such as acts of God, acts of war, governmental emergency, labor strike, or unavailability of the Exhibit Facility), Sage shall refund to each Exhibitor its exhibit space rental payment previously paid, minus a share of costs and expenses incurred by Sage, in full satisfaction of all liabilities of Sage to Exhibitor. Sage reserves the right to cancel or relocate Sage Summit 2013 or change the dates on which it is held. If Sage relocates Sage Summit 2013 to another event facility within the same city, or changes the dates to dates that are not more than 30 days earlier or 30 days later than the dates on which Sage Summit 2013 originally was scheduled to be held, no refund will be due to Exhibitor, but Sage shall assign to Exhibitor, in lieu of the original space, such other space as Sage deems appropriate and Exhibitor agrees to use such space under the terms of this Agreement. If Sage elects to cancel Sage Summit 2013 other than for a reason previously described in this paragraph, Sage shall refund to each Exhibitor its entire exhibit space rental payment previously paid, in full satisfaction of all liabilities of Sage to Exhibitor. Exhibitor agrees that, except as expressly provided in this paragraph, it shall and hereby does waive any and all claims for damages or compensation resulting from or relating to the cancellation, relocation, or rescheduling of Sage Summit 2013.

Exhibit Hall Hours: Exhibitors will not be allowed access to the exhibit hall during all nonshow hours unless specified by Sage. The exhibit hall may be closed during specified times for event setup purposes.

Exhibit Hall Floor Plan: The Exhibit Floor Plan is subject to change.

Booth Guidelines: All 10' x 10' booths must be in-line. 10' x 10' exhibit booth property may be no more than 8 feet in height. Other signage and banners cannot exceed 8 feet in height, which is the height of the drape. 20' x 20' island exhibit booth property may be no more than 16 feet in height. Any Exhibitor exceeding these limits will be required to adjust or remove its exhibit property to conform. Exhibitor may not hang signs or banners from the walls or ceiling of the exhibit hall. Signs can be hung from the Exhibitor's physical booth property if they do not exceed the designated height limitation of 8 feet in height. Exhibits shall be arranged so as not to obstruct the general view, nor hide the exhibits of, others. Exhibitor must maintain a line of sight to the exhibits next to its booth. Regardless of the number of linear booths utilized, for example, 10' x 20', 10' x 30', 10' x 40', and so on display materials should be arranged in such a manner so as not to obstruct sight lines of neighboring exhibitors. The maximum height of 8 feet is allowed only in the rear half of the booth space, with a 4-foot height restriction imposed on all materials in the remaining space

forward to the aisle. **Note:** When three or more linear booths are used in combination as a single exhibit space, the 4-foot height limitation is applied only to that portion of exhibit space which is within 10 feet of an adjoining booth. No island booths are allowed except those specifically predesignated and contracted as island booths. Drape is not allowed to be removed or changed to a different color or height. Exhibit space and booths shall not be shared by multiple exhibitors or companies.

Contractor Services: In the interest of making available the best qualified craftsmen in numbers sufficient to handle all of the services necessary for the operation of Sage Summit 2013, Sage has contracted on an exclusive basis official contractors to provide certain services. Service companies other than the official contractors will not be allowed to perform any of these exclusive services. Nonexclusive service may be performed by exhibitor-appointed contractors (EAC) within certain guidelines. A complete listing of exclusive services and EAC guidelines will be provided in the Exhibitor Services Manual.

Exhibit Labor: All work involved in the erection, touch-up painting, dismantling, and repair of all exhibits—when this work is done by persons other than full-time company personnel of Exhibitor—will fall under union jurisdiction. This work is to include wall coverings, floor coverings, pipe and drape, painting, hanging of signs and/or decorative materials from the ceiling, placement of all signs, and the erection of platforms used for exhibit purposes. This does not apply to the unpacking or placement of merchandise. Any full-time company personnel involved should be prepared to produce some type of company identification when engaged in these activities.

Freight Handling: All work involved in the loading and unloading of all trucks, trailers, and common and contract carriers, as well as the handling of empty crates and the operation of material handling equipment, is under union jurisdiction. The union also has the jurisdiction of the unloading, uncrating, unskidding, leveling, painting, and assembly of machinery and equipment, as well as the reverse process.

Full-time employees of Exhibitor may "hand carry" material provided they do not use material handling equipment. When Exhibitors do choose to "hand carry" material, they may not be permitted access to the loading dock/freight door areas. Show Management will not be responsible for any material it does not handle.

All Exhibitors are expected to comply with any union requirements in effect and as outlined in the Exhibitor Services Manual.

Gratuities: Show Management work rules prohibit the solicitation or acceptance of tips in cash, product, or gifts in kind by any employee (union or nonunion). Show Management employees are paid appropriate wages denoting professional status; therefore, tipping of any kind is not allowed.

Always Honest Hotline: Show Management requires the highest standards of integrity from all employees. Please call the confidential Always Honest hotline at 866-225-8230 to report fraudulent or unethical behavior.

Taxes and Licenses: Exhibitor shall be responsible for obtaining all licenses, permits, and approvals required under local and/or state laws applicable to its participation in Sage Summit 2013. Exhibitor shall be responsible for obtaining all tax identification numbers and paying all taxes, license fees, and other charges that shall become due under any government authority in connection with its participation in Sage Summit 2013.

Use of Space: Exhibitor may not assign, sublet, or share any space allotted to it without the prior written consent of Sage. Exhibitor agrees to exhibit only products listed on its Application and approved by Sage, and such products shall be manufactured or distributed by the Exhibitor in its regular course of business. Exhibitor shall display such



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products and services in a manner which is intended to describe and depict the advantages of using such products or services. In the event Exhibitor fails to install or promote its products in its assigned exhibit space, or fails to pay any Sage Summit 2013 fees due to Sage, or make good on fees in arrears for other Sage events, at the time specified, Sage and Show Management shall have the right to take possession of said space and reassign same, in whole or in part, to any other party or parties on any terms and conditions.

Operation of Exhibits: Show Management reserves the right to restrict the operation of, or evict completely, any exhibit which, in its sole opinion, detracts from the general character of the exhibition as a whole. This includes, but is not limited to, an exhibit which, because of noise, flashing lights, method of operation, or display of unsuitable material, is determined by Show Management to be objectionable to the successful conduct of the exhibition as a whole. Use of so called "barkers" or "pitchmen" is strictly prohibited. All promotional activities must be confined to the limits of the exhibit space. Sufficient space must be provided within the exhibit space for the comfort and safety of persons watching promotional activities. Each Exhibitor is responsible for keeping the aisles near its exhibit space free of congestion caused by demonstrations or other promotions.

Alcoholic Beverages: Exhibitors may not serve alcoholic beverages in the exhibit hall except with the written permission of Show Management.

Direct Sales: Retail sales are permitted only within the booth area. Exhibitors are responsible for collection of any and all taxes required by the state, county, and city governments.

Contests, Drawings, and Lotteries: All unusual promotional activities must be approved in writing by Show Management no later than 60 days prior to the opening of Sage Summit 2013.

Literature Distribution: All demonstrations or other activities must be confined to the limits of the exhibitor's booth. Distribution of circulars may be made only within the space assigned to the exhibitor distributing such materials. No advertising circulars, catalogs, folders, or devices shall be distributed by exhibitors in the aisles, meeting rooms, registration areas, lounges, or grounds of the host facility. Trade publishers are prohibited from soliciting advertising during Sage Summit 2013. Trade publications may be distributed from their booth, but automatic distribution is prohibited.

Copyright Licensing: Exhibitor is solely responsible for obtaining any required licenses to broadcast, perform, or display any copyrighted materials including but not limited to music, video, and software. Exhibitor shall indemnify and hold harmless Sage, Show Management, and facility against cost, expense, or liability which may be incident to, arise out of, or be caused by Exhibitor's failure to obtain requisite license.

Sound: Radios, microphones, or any other item that produces sound are not allowed unless approved in advance by Sage or Show Management. If approved by Sage or Show Management, sound should not exceed 85 decibels. Sage reserves the right to notify the exhibitor that their sound level must be lowered or removed.

Booth Representative: At least one trade show representative must be present in Exhibitor's booth during all show hours. Booth representatives, including models or demonstrators, must be properly registered and wear badges and be properly and modestly clothed. Excessively revealing attire is prohibited.

Irregular Activities: All giveaway items with the exception of plastic bags, pens, pencils, luggage tags, pocket calendars, and the exhibitor's product must be submitted for approval to Show Management three (3) weeks prior to the opening of the exhibition. Noisemakers of any kind will not be permitted. All exhibitors distributing approved "stickons" may not place the "stickons" on the attendees' badges.

Exhibitor Activities: No demonstrations, meetings, displays, or literature distribution are allowed, nor may product exhibits, displays, or hired models be used outside of the assigned exhibit space unless Exhibitor has purchased a sponsorship that allows it to conduct such activities outside of its assigned booth and the activities are approved by Sage or Show Management. Exhibitors planning hospitality suites or outside activities of any kind whatsoever, either prior to, during, or subsequent to Sage Summit 2013, must provide Sage with a written schedule of such activities. Exhibitor expressly agrees that such activities will not conflict with Show hours or any official event scheduled by Sage. Failure to comply with this requirement may result in cancellation and removal of Exhibitor's exhibit without refund or liability to Sage.

Exhibit Safety: Exhibitor accepts full responsibility for: (a) any personal injury or property damage that may result directly or indirectly from the collapse of its exhibit or any portion thereof; and (b) any other claim, loss, liability, or damage suffered as a result of Exhibitor's construction or maintenance of an exhibit or equipment.

Demonstration Stations: One sign with Exhibitor's name will be present in the Demo Station; no other signs, booths, screens, furniture, or other items are allowed in the Demo Station. Exhibitor may not move the Demo Station equipment and must stay within the space assigned to it within the Demo Station.

Solicitation of Customers by Sage Business Partners: An Exhibitor who is also a Sage Business Partner shall only solicit customers and prospects for sales of products and services listed in its Application and approved by Sage. Notwithstanding the foregoing, such Sage Business Partners shall not solicit customers or prospects that belong or are assigned to other Sage Business Partners for sales of Sage products and Sage services. If Sage determines at its sole discretion that a Sage Business Partner is in breach of this provision, Sage reserves the right to: (a) revoke, retrieve, and retain such Sage Business Partner's conference badge; (b) deny entrance or reentrance to, or to remove, any such Sage Business Partner, Sage Business Partner representative(s) or suppliers, and Sage Business Partner invitees, from Sage Summit 2013; and (c) reject, remove, or prohibit any Exhibit property from the event, without refund or other remuneration or compensation due to Sage Business Partner.

Nonendorsement: The exposition of products and services at Sage Summit 2013 does not constitute an endorsement by Sage of any product or service exhibited. An exhibitor is not permitted to represent in any manner that Sage has endorsed its goods or services unless it has a separate agreement with Sage allowing such representation.

Sponsorship Terms and Conditions: Executed agreements for Sage Summit 2013 sponsorship opportunities are binding and nonrefundable. In the event that Sage elects to cancel Sage Summit 2013, Sage will refund only payments made directly to Sage less any costs and expenses incurred by Sage and will not be held responsible for other costs or expenditures incurred by the sponsor/exhibitor. Sage will not refund payments or assume additional costs and liability that result from "acts of God." Any "external" events (to include dinners, parties, outings, tournaments, and the like) held in conjunction with Sage Summit 2013 by a Sponsor must be approved by Sage. Failure to notify Sage of such events at least sixty (60) days prior to the event date may cause forfeiture of the event. Sage reserves the right to cancel such events prior to the event date and Sponsor will be responsible for all penalty costs associated with cancellation. All items distributed at sponsored events must be arranged for and approved of in advance by Sage. Sponsors may not make arrangements to distribute items directly through the hotel. All distributed items will be arranged by the Sage and Show Management and will be subject to all applicable fees and charges. If Exhibitor has chosen a Sponsorship Package that requires materials from Exhibitor's company, Sage will contact Exhibitor with the due date. If Exhibitor does not submit the required materials within the time given, Sage reserves the right to substitute sponsorship with a similar item.



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Exhibits and Public Policy: Each Exhibitor is charged with knowledge of all State, County, and City laws, ordinances, and regulations pertaining to health, fire prevention, and public safety, while participating in this exhibition. Compliance with such laws is mandatory for all exhibitors, and the sole responsibility is that of Exhibitor. No part of the building shall be defaced in any manner, nor shall signs or other articles be posted, nailed, taped, or otherwise affixed to any pillars, doors, walls, or other parts of the building. Any and all damages, losses, expenses, and/or costs resulting from failure to observe this notice shall be payable by Exhibitor. Exhibitor must, at his expense, maintain and keep in good order his exhibit and the space for which he has contracted. Exhibitors must comply with City and State fire regulations. All booth decorations including carpeting must be flameproofed and all hangings must clear the floor. All exits, hallways, aisles, and fire control apparatus must remain clear and unobstructed at all times. Use of butane or bottled gas is not permitted. Use of propane and helium balloons is prohibited. Electrical equipment and wiring must conform to National Electrical Code Safety Rules. If inspection indicates any Exhibitor has neglected to comply with these regulations, or otherwise incurs fire hazard, the right is reserved to cancel all or such part of his exhibit as may be irregular, and effect the removal of same at Exhibitor's expense. If unusual equipment or machinery is to be installed, or if appliances that might come under fire codes are to be used, Exhibitor should communicate with Show Management for information concerning facilities or regulations.

Set up and Dismantle: It is Exhibitor's responsibility to set up and dismantle its booth and property. Exhibitor should properly label all of its exhibit properties for shipping from and to its facilities. If Exhibitor has not properly packed any of its exhibit or property for shipping at the time designated, such items will be stored, and Exhibitor will be invoiced for handling and storage of such items. Neither Sage nor Show Management will be responsible for any exhibit materials or equipment on the exhibit floor. Please note that exact exhibit setup and dismantle hours will be enforced. Refer to the setup and dismantle hours in the Exhibitor Services Manual.

Storage of Packing Crates and Boxes: Unattended freight in any display space as of one hour prior to Show opening will be removed and stored at Exhibitor's sole risk and expense. Exhibitors will not be permitted to store packing crates and boxes in their booths during the exhibit period; but these, when properly marked, will be stored and returned to the booth by service contractors. It is Exhibitor's responsibility to mark and identify his crates and boxes. Crates and boxes not properly marked or identified may be destroyed. Show Management assumes no responsibility for the contents of crates or boxes improperly labeled as "empty." Because of the lack of storage facilities, it may be necessary to store empty crates, boxes, and exhibit material outside the building. Every effort will be made to protect the crates from the elements, but none of Sage, Show Management, or its service contractors will assume any responsibility for damage to them. The removal and return of large crates that cannot be handled by hand trucks will be charged for at prevailing rates. Crates, boxes, or other exhibit materials unclaimed by Exhibitor after Sage Summit 2013 will be removed at Exhibitor's expense. Exhibitors will be billed by the Show Management for removal time and materials at prevailing rates. None of Sage, Show Management, or the exhibit facility shall assume any liability whatsoever for loss or damage.

Trademark Usage: Exhibitor is subject to the Sage Partner Branding Guidelines. These guidelines will be strictly enforced.

Taping Policy: Sage strictly prohibits any video or audio taping of any portion of Sage Summit 2013 without prior approval.

Liability: Neither party shall be liable for failure to perform its obligations under this Agreement as a result of strikes, riots, acts of God, force majeure, or any other cause beyond its control, including without limitation any act of war, terrorism, or other military authority. Neither Sage nor Show Management shall be liable for any injury whatsoever to

Exhibitor's property or to persons conducting or otherwise participating in Sage Summit 2013 or to invitees or guests of Exhibitor, unless caused by their gross negligence. Exhibitor agrees to abide by existing agreements and regulations covering the use of services and/or labor in the Sage Summit 2013 facility. Exhibitor assumes full responsibility and liability for the acts or omissions of its agents, invitees, employees, or independent contractors, whether acting within or outside the scope of their authority. Exhibitor shall hold Sage and Show Management harmless from responsibility or liability resulting directly or indirectly from such acts or omissions. No warranty of any kind is made by Sage or Show Management with regard to Exhibitor's assigned space or use thereof. No rights of Sage or Show Management shall be deemed waived except as and unless specifically stated in a writing signed by an authorized officer of Sage or Show Management.

Liability Insurance: Exhibitor shall obtain at its own expense adequate insurance, including but not limited to, comprehensive general liability insurance including so called "broad form endorsement." Such insurance shall name Sage Software, Inc., its officers, directors, and employees as an Additional Insured. Certificates of Insurance shall be made available to Sage and Show Management upon request.

Security: Exhibitor is solely and fully responsible for its own exhibit material and shall insure its exhibit and equipment against loss or damage from any cause whatsoever. Exhibitor understands and agrees that all Exhibitor properties are to remain in Exhibitor's care, custody, and control in transit to and from and within the confines of the Exhibit Hall. Exhibitor agrees to waive its rights of subrogation against Sage and Show Management and their vendors, officers, directors, and employees. Sage will provide security during published setup and dismantling hours, Show hours, and all hours that the Show is closed during Show days. However, each Exhibitor will be responsible for its exhibit at all times, and may hire its own security during nonshow hours at its own expense. Sage, Show Management, and the official convention service contractor shall not be liable for any loss, damage, or displacement of any Exhibitor's property due to any cause.

Americans With Disabilities Act: Exhibitors acknowledge their responsibilities under the Americans with Disabilities Act (hereinafter "Act") to make their booths accessible to handicapped persons. Exhibitor shall also indemnify and hold harmless Sage, Show Management, and the facility against cost, expense, liability or damage which may be incident to, arise out of or be caused by Exhibitor's failure to comply with the Act.

Governing Law and Venue: This Agreement shall be governed by the laws of the State of California without reference to its conflict of law principles. Venue for all claims, actions, or disputes arising out of Exhibitor's use of the assigned space at Sage Summit 2013 shall be brought in a court located in California.

Resolution of Disputes: In the event of a dispute or disagreement between Exhibitor, Sage, and/or Show Management, all interpretations by Sage of the rules governing Sage Summit 2013 and all action or decisions concerning the dispute or disagreement intended to resolve the dispute or disagreement, shall be binding on the Exhibitor.

Amendment and Agreement to the Rules: Any matters not specifically covered by the preceding rules or other Sage Summit 2013 material provided to Exhibitor shall be subject solely to Sage and Show Management's interpretation and decision.

Compliance: It is each Exhibitor's responsibility to read and comply with all rules and regulations stated in the Exhibitor Services Manual. Each Exhibitor will be fully responsible for all rules stated in the manual and this Agreement.



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