

1. Contract

The following provisions, plus any additions and amendments (including Exposition Rules & Regulations, Exhibitor Forms Packet and the Service Order Kit) thereto that may hereafter be established by CTIA/Show Management, become binding upon acceptance of this contract between the applicant, its employees and agents and CTIA/Show Management. For the purposes of this contract, CTIA shall be referred to as Show Management.

2. Payments, Cancellations, Space Reductions

Applications for space received by August 7, 2009, must be accompanied by a 50% deposit. Applications received after August 7, 2009, must include full payment for the size booth requested. Space applications submitted without required payment will not be processed.

Payment in full for exhibit space is due by August 7, 2009. Purchase orders do not constitute payment. In the event payment is not received by the due date, CTIA shall assess a late payment fee of 1.5% per month of the outstanding balance. The late payment fee will be added to the outstanding balance each month thereafter until paid in full. Payments received shall be applied to any unpaid balances due from Exhibitor from previous CTIA trade shows. Exhibitors failing to make the required final exhibit space payment as scheduled shall forfeit their right to participate as an Exhibitor and lose their deposit. CTIA also reserves the sole right to reassign unpaid exhibit space and to restrict services, including, but not limited to, withholding exhibitor badges, withholding convention-related services such as those provided under the Service Order Kit, and/or no unloading of Exhibitor freight on site at the Moscone Convention Center - West Hall, until the outstanding balance is paid in full.

Exhibit space assigned shall be accepted unless reflected in writing to Show Management within ten (10) days from the date of Show Management's letter of exhibit space confirmation. After space has been confirmed and accepted, a reduction in space is considered a cancellation and will be governed by the same policies as outlined below. Reduction of space may result in relocation of exhibit space at discretion of Show Management.

Should an Exhibitor cancel from the Exposition after the date of acceptance of assignment, the following shall apply:

- If the Exhibitor cancels between the time of application and July 10, 2009, 25% of the paid deposit will be refunded.
- If the Exhibitor cancels between July 10, 2009 and August 7, 2009, only amounts paid in excess of the 50% deposit will be refunded.
- Cancellations received after August 7, 2009, shall receive no refunds, **AND 100% PAYMENT IS STILL DUE.**

No cancellation shall be acknowledged unless received in writing by Show Management. The date upon which the notice of cancellation is received shall apply as the official cancellation date. Upon Exhibitor notification of cancellation, Show Management has the right to resell the space vacated.

3. Exhibit Space Rental Fees

CTIA Member: \$24 per sq. ft.

Non-Member: \$32 per sq. ft.

Each application for exhibit space must be signed and accompanied by a 50% deposit. Payment in full for exhibit space is due by August 7, 2009. Applications submitted after August 7, 2009 must be submitted with full payment. CTIA members must be in good standing (current years dues and assessments paid in full) to be invoiced at the member rate.

Please Be Advised: Membership rates are subject to payment of current year dues and assessments. Failure to pay membership invoices by the invoice due date will result in a rate change to "Non-Member" and exhibitor will be responsible for the difference in cost which must be satisfied prior to show.

4. Exhibit Space Assignments

Exhibit space is assigned on a seniority point, then a first-come, first-served basis. Show Management reserves the right to exercise its sole discretion in the acceptance or refusal of applications. Seniority point calculation details are available upon request.

5. Provision in Case of Default

Should any Exhibitor fail to meet any terms or conditions of this contract, Show Management reserves the right to terminate this contract immediately and to withhold from the Exhibitor possession of the space involved or to take immediate possession thereof. Any money theretofore paid by the Exhibitor to Show Management may be retained by Show Management.

6. Booth Sharing/Program Listings

No Exhibitor shall assign, sublet, or share any part of their space unless assignee has a partnership or joint venture with, or is a subsidiary of the contract holder and said assignee is an integral part of the product presentation. Exhibitors may not advertise or display goods other than those manufactured, distributed or sold by it in the regular course of its business. Separate program listings for partnerships, subsidiaries and/or joint ventures will be accommodated through the submission of a CTIA WIRELESS I.T. & Entertainment 2009 Application/Contract for Exhibit Space and a payment of a \$500 processing/share fee.

7. Space Rental

This Exposition is a closed trade show designed to provide a showcase for products and services either specifically designed for or customarily used in the wireless, mobile computing or Internet industries. No one under the age of 18 shall be admitted.

8. No Retail Sales

This Exposition is held strictly as a means or product display. No over-the-counter sales of products or services are permitted. Orders may be taken for future delivery only.

9. Exhibit Standards

Show Management shall have the right to prohibit any exhibit or part thereof, which in their opinion is not suitable to or in keeping with the character or purpose of the Exposition. Questionable exhibits shall be modified at the request of Show Management. Show Management reserves the right to interpret and remove from the Exposition program materials, advertising or literature, which they feel would be in bad taste if such materials were displayed. Exhibitors using costumed persons or mannequins must see to it that such personnel's appearance and dress do not offend even the most critical. The decision on acceptability rests solely with Show Management.

10. Exhibit Booths and Displays

Show Management shall provide to each Exhibitor who contracts for a ten (10) foot depth booth, without charge, an exhibit space consisting of a curtained backwall, eight (8) feet in height and dividing side rails, three (3) feet in height. A standard two-line identification sign indicating company name and booth number will also be provided. Show Management, at its discretion, shall determine booth location and such determinations shall be final. All unfinished backwalls or any unfinished part of the exhibit must be draped at the Exhibitor's expense. Exhibits or displays not conforming to these specifications or which in design, operation or otherwise are objectionable in the opinion of Show Management shall be prohibited. Please consult Exhibitor Rules & Regulations for display regulations, height limitations, etc. All booths must conform to the rules listed in the Exhibitor Rules & Regulations.

11. Use of Exhibit Space/Character of Exhibit

(A) Exhibitors shall reflect their company's highest standard of professionalism while maintaining the booth during Exposition hours. The booth must be maintained by at least one company representative at all times during the Exposition's open hours of operation.

(B) All demonstrations and exhibits must be confined to the contracted space. Visitors to the booth must be contained within the perimeters of the same. No overflow into the aisles will be permitted, due to fire regulations. The exhibitor shall not attract attention into the booth area by use of live demonstrations nor germane to the product or service of the exhibiting firm. Demonstrations germane to the product and service are permitted within the assigned booth space. All such demonstrations are to be approved by Show Management prior to the Exposition. Space is leased under the definite pledge that an exhibit germane to the industry and of interest or educational value to the trade will be presented. The use of strolling entertainment is prohibited. Distribution of samples or souvenirs is permitted from the contracted exhibit space only.

(C) Sound must be maintained at a level that is not disruptive to neighboring exhibitors. If complaints are received, the offending Exhibitor will be required to cease the objectionable activity.

(D) Exhibitors are prohibited from using blinking/flashing lights. Amplifying equipment may be used if it is not distracting to the atmosphere of neighboring exhibits. The decision on what is distracting rests solely with Show Management.

(E) Products of firms not exhibiting may not be displayed or advertised in any exhibit area or elsewhere in the Exposition facility when, in the judgment of Show Management, such products are competitive products of exhibiting firms. Complaints registered under this section must be made in writing to Show Management.

(F) Lighter than air filled (i.e. helium) items are forbidden on the exposition floor.

(G) No animals, reptiles, birds, fish, rodents or insects may be used as part of any exhibit.

(H) Should any rented space remain unoccupied on October 6, 2009, at 5:00 p.m. or any time thereafter, Show Management reserves the right to rent such space to any other applicant, and no refund shall be made to the original exhibitor.

Failure to comply with the above restrictions will grant Show Management the right to remove the company from the Show without recourse for any reason, including, but not limited to loss of sales, damages and disparagement.

12. Hospitality Space and Associated Exhibitor Activity

Show Management reserves the right to control all group activities sponsored by exhibitors during the period of the convention whether they are to be held inside or outside the convention facilities. Failure to seek the necessary approval from Show Management for sponsorship of such an activity will result in the penalties outlined in part 5 of this contract in addition to refusal of the right to exhibit at future meetings and conventions.

Without limiting the generality of the foregoing, the follow-

ing specific rules apply. Hospitality or business suites must receive clearance from Show Management. All exhibit materials and equipment shall be displayed in the Exhibitor's booth only. Hospitality or business suites, or public rooms shall not contain exhibit equipment or materials. Hospitality or business suite activities shall not occur during posted meetings or exhibit hours.

13. Insurance and Liability

Neither Show Management nor the representatives and employees thereof, nor the management of the convention facility or its representatives or employees, nor the service contractor, nor any member of the convention and exhibition committee will be responsible for any injury, loss, theft or damage that may occur to the Exhibitor or to the Exhibitor's employees or property from any cause whatsoever, prior, during, or subsequent to the period covered by the exhibit contract. It is agreed by the parties that the nature of the facilities available, the presence and circulation of large numbers of people, the difficulty of effective supervision and protection of large numbers of removable articles in the numerous booths, and various other factors make it reasonable that each Exhibitor shall assume the risk of any such injury, loss or damage and the Exhibitor signing this contract thereby assumes such risk and expressly releases the organization, individual and committees referred to above from any and all forms of any such loss, damage and injury.

Exhibitor assumes entire responsibility and hereby agrees to protect, indemnify, defend and hold Show Management, the management of the convention facility, and the service contractor and their respective employees and agents, harmless against all claims, losses and damages to persons or property, governmental charges of fines and attorney's fees arising out of or caused by Exhibitor's installation, removal, maintenance, occupancy or use of the exhibition premises or a part thereof, excluding any such liability caused by the sole negligence of the owner of the convention facility or the service contractor, and their respective employees and agents.

In addition, Exhibitor acknowledges that Show Management and the management of the convention facility do not maintain insurance covering Exhibitor's property, and that it is the sole responsibility of Exhibitors to obtain business interruption and property damage insurance covering such losses by Exhibitor. Exhibitor also acknowledges the limitation of liability of Show Management and its representatives and employees for any claim arising out of breach of this contract. The Exhibitor agrees that its sole remedy against Show Management for any loss, injury or damage shall be solely limited to a refund of the monies paid by the Exhibitor to Show Management for the exhibition space and shall not include any claim for consequential damages, loss of profit, and/or any other loss of any nature or kind whatsoever due for any claim arising from this Contract.

14. Exhibit Hours/Security

All exhibits must be in place ready for the opening of the show. No part of an exhibit shall be removed during the showing without special permission from Show Management. No exhibit may be dismantled, torn down or removed until the show closes. Failure to adhere to this schedule will result in an automatic refusal of the right to exhibit at future meetings and conventions. Management reserves the right to remove any exhibit not removed by the time specified and charge the expense to the Exhibitor.

Exhibitor access to the exhibit area during the show is limited to the general exhibit hours plus two hours before opening and one hour after closing each day of the show, unless the Exhibitor obtains special permission from Show Management. Exhibitors' booths must be manned at all times during exhibit hours.

15. Trade Publication Distribution

In the convention facility, all trade press periodicals, journals and literature must be distributed from the exhibitor's booth space or from the Official Publication Bins. Publication Bins are available for a fee. For further information, please contact Show Management.

16. Damage to Premises

Exhibitors or their agents may not allow any article to be brought into the exhibition, or any act done on the premises, which would invalidate the insurance or increase the premium of the policies held by the management of the convention facility. Neither will they permit anything to be done by their employees by which act the premises, property or equipment of other Exhibitors will be damaged. No signs or articles can be affixed, nailed or otherwise attached to walls, doors, etc. in such a manner as to deface or destroy them. Likewise, no attachments can be made to the floors by nails, screws or any other devices that would damage them.

Anything in connection therewith necessary or proper for the protection of the building, equipment or furniture will be at the expense of the Exhibitor. All space is leased subject to these conditions. Exhibitor acknowledges that the violation of these rules will result in the penalties outlined in part 5 of this Contract. Exhibitor assumes the entire responsibility for any damage to the premises whatsoever resulting from such violations.

17. Fire Regulations

No combustible decoration, such as crepe paper, cardboard, or corrugated paper shall be used at any time. All packing containers, excelsior or wrapping paper, which must be flameproof, are to be removed from the show floor and must not be stored under tables or behind displays. All muslin, velvet,

silken or any other decoration must stand a flameproof test as prescribed by fire ordinance of the city and/or state in which the show is held. Exhibitor acknowledges that it is the Exhibitor's duty to examine the respective ordinances of the city and/or state in which the show is held. All materials and fluids, which are flammable, are to be kept in safety containers. Open flames, butane gas, oxygen tanks, etc. are not permitted.

18. Official Service Contractor/Decorator

The official service contractor will be designated by Show Management and will provide all services required such as drayage, furnishings, accessories, electrical power, and labor to erect and dismantle your exhibit, signs, etc. A Service Order Kit will be mailed to the Exhibitors containing order forms, rates and instructions on the services provided.

19. Distribution of Promotional Materials Outside Exposition Facility

Show Management must approve the distribution of any and all promotional materials intended for distribution in the guest rooms and lobbies of the official convention hotels. Companies distributing their materials in this fashion without prior approval from Show Management will be subject to forfeiture of their exhibit space without refund. Distribution, although authorized by Show Management, is subject to individual host hotel restrictions.

20. Photography/Video/Recording

No exhibit, performance or event presented at the Convention/Exposition shall be photographed, videotaped, broadcast or recorded for commercial use, sale or distribution of any kind without the express written consent of Show Management. Exhibitors shall not photograph or videotape the exhibit or product of another Exhibitor.

21. Music/Photographs/Other Copyrighted Material

Each Exhibitor is responsible for obtaining all necessary licenses and permits to use music, photographs or other copyrighted material in the Exhibitor's booth or display. No Exhibitor will be permitted to play, broadcast or have performed, any music or use any other copyrighted material, such as photographs or other artistic works, without first presenting Show Management satisfactory proof that the Exhibitor has, or does not need, a license to use such music or copyrighted material. Show Management reserves the right to remove from the exhibit all or any part of any booth or display which incorporates music, photographs or other copyrighted materials and for which the exhibitor fails to produce proof that the exhibitor holds all required licenses. The Exhibitor shall remain liable for and shall indemnify and hold Show Management, their agents and employees, harmless for all loss, cost, claims, causes of action, suits, damages, liability, expenses, and costs, including reasonable attorney's fees, arising from or out of any violation or infringement (or claimed violation or infringement) by the Exhibitor, Exhibitor's agents or employees or any patent, copyright or trade secret rights or privileges.

22. Prize Drawings

Subject to local law, Exhibitors will not be prevented from conducting drawings for prizes and awards during the Expositions. However, Show Management is not in any way responsible for determining local law; nor is it liable for such drawing and does not endorse any services or products drawn. If it is determined that such drawings would not fully comply with applicable law or that the prizes being offered have little or no economic value or are misrepresented as to their value or that such drawings would unduly disrupt the proper functioning of the Convention/Exposition, then Show Management will have the option to terminate such drawings.

23. Admission

Show Management shall have sole control over admission to the exhibit area. All persons visiting the exhibit area will be admitted according to the rules and regulations of the Convention/Exposition or as amended by Show Management. The Convention/Exposition is for the trade only. No one under 18 years of age will be admitted onto the trade show floor.

24. Use of Attendees' & Registrants' Information

CTIA is committed to protecting the personally identifiable information of its event registrants and attendees. All Event Badges, Smart Passes and Conference Passes are encoded with personally identifiable information that event registrants and attendees shared with CTIA when they registered for CTIA WIRELESS I.T. & Entertainment 2009 Show. Exhibitor may have access, use and disclosure of this personally identifiable information, only on the terms and conditions set forth in Section 33 of the CTIA WIRELESS I.T. & Entertainment 2009 Exhibitor Rules & Regulations. Exhibitor has reviewed the Terms & Conditions for Use of CTIA Registrants' & Attendees' Information and agrees to abide by them.

25. Amendments

Any and all matters and questions not specifically covered by the articles in this contract shall be subject to the decision of Show Management. The Exhibitor agrees that Show Management shall have the right to make such rules and regulations or changes in floor plan arrangements of booths for said Exposition, as it shall deem necessary and to amend same from time to time. Show Management shall have the final determination and enforcement of all rules, regulations and conditions.