

2007 APPL TRADE SHOW CONTRACT

This contract states the terms of agreement for the provision of booth space at the 2007 APPL Annual Trade Show, hereafter referred to as "Trade Show Management." The Trade Show will be held at the Sacramento Convention Center in Sacramento, California, hereafter referred to as "Facility." Drayage will be provided through Freeman Convention Services, hereafter referred to as the "Decorator."

1. Completed Trade Show Registration Form and Full Payment Are Due By December 15, 2006. Application approval entitles Exhibitor, subject to the terms and conditions of this contract, to the following during the Trade Show: a) the Exhibit Space Package as stated in *Exhibitor Information on APPL's Web site*; b) link from the APPL Web site to Exhibitor Web site; c) posting of Exhibitor information and show specials to APPL Web site and materials; d) nametag for each exhibitor and/or registered daily guest; e) attendee and exhibitor lists; f) admission to *Exhibitor Meeting and Getting to Know APPL, its Members and Buyers*; g) a \$10 daily meal voucher for each exhibitor's representative(s) to be used on Tuesday/Wednesday during the show; h) one booth identification sign with booth number and company name; i) complimentary refreshments and meals at scheduled times during the Trade Show; j) standard and corner Booth Space Package includes approximately a 10' x 10' draped, space, a wastebasket, two chairs, and 8' skirted table; k) exhibitor purchasing standard or corner Booth Space Package is allowed to purchase up to two additional exhibitor registrations and up to two daily guest registrations, per booth space at an additional charge as described in *Exhibitor Information*; l) exhibitor purchasing tabletop Booth Space Package is allowed to purchase up to one additional exhibitor registrations and up to one daily guest registrations, per booth space at an additional charge as described in *Exhibitor Information*; m) attendance is subject to the terms and conditions of this Trade Show Contract and as described in *Exhibitor Information*; n) exhibitor may select booth space, when registering online; o) exhibitor that does not choose space online, will be assigned a space by Trade Show Management; p) Trade Show Management reserves the right to make changes to Exhibitor's booth space, requests and/or Tradeshow floor plan; q) failure to pay full booth fees by December 15, 2006 will result in the possible forfeiture of booth space and money paid; r) should exhibit space become unavailable by the time registration is processed, a full refund will be made and exhibitor will have the option to be put on a wait list; s) Benefactors of the Vendor Support Program and Members of APPL have the opportunity to register first; t) Sponsors of the Vendor Support Program have the opportunity to register second.

2. Cancellations and Refund. Refunds (less a \$100 processing charge) for cancellation of Trade Show registration must be requested in writing and mailed to Executive Director, APPL, 2401 Blueridge Avenue, Suite 303, Wheaton, MD 20902 or faxed to 301.946.9478 by January 19, 2007. No refunds will be made after January 19, 2007.

3. Subletting. Subletting the booth is not permitted. The use of the booth is limited to the exhibitor and its paid representatives for which the exhibit fee described above has been paid.

4. Display Limitations for Exhibitors. Booth furniture, display equipment or merchandise may not protrude from the booth. The arrangement of the exhibitor's merchandise and/or booth furnishings must also conform to the following requirements: (a) The display does not exceed a total height of 10 feet. (b) The display does not interfere with any other exhibitor's display in any way. (c) All displays are self-standing and do not rely on the booth structure for support. (d) The Decorator does not allow any pinning or taping to the booth draping. Hooks will be provided. (e) The exhibitor agrees to abide by any additional rules and regulations of the Facility and the Decorator. (f) All materials including those used for display purposes must be suitably fireproofed and conform to the requirements of the City, State, and Facility. (g) No decorations, advertising, or signs shall be outside the booth space.

5. Booth Sign. The booth will be provided with a sign denoting the company name and booth number. The company must be the name of record on file with Trade Show Management. Exhibitor name and booth number must be visible in the booth at all times.

6. Drayage. The exhibitor agrees to use the contracted Decorator for drayage. All drayage charges are the sole responsibility of the exhibitor. Shipping and rate information will be made available on-line and e-mailed to exhibitors directly from the Decorator.

7. Storage of Cartons, etc. All cartons and other containers used to transport merchandise and displays to the Trade Show will be stored only in the area designated by the Decorator.

8. Distribution of Food or Beverages. The exhibitor may not distribute any foodstuffs or beverages from its booth or elsewhere on the Facility property without express written authorization from APPL.

9. Schedule. The exhibitor must adhere to the published Trade Show schedule and to any variations in the schedule that may have to be introduced during the period of the APPL convention at the Trade Show Management's sole discretion.

10. Insurance. APPL, the Decorator, and the Facility do not accept responsibility for the exhibitor's property or person. It is the sole responsibility of the exhibitor, if so desired, to obtain business interruption, liability, and property damage insurance covering the exhibitor's property. The exhibitor agrees to add APPL and the Facility as additional insureds on its own commercial liability insurance policies. APPL reminds exhibitors that the exhibit hall area presents dangers to children. In consideration of other exhibitors and participants, children must remain with their guardian at all times. Children must be registered with Trade Show Management and badged.

11. Etiquette/Ethics. The exhibitor is not to enter another exhibitor's display without permission. Photography of another exhibitor's display without permission is prohibited. Exhibitors displaying audio or video products are to keep the volume at a minimum level in respect of other exhibitors, attendees, and Trade Show Management.

12. Solicitation. Solicitation or advertising not approved by Trade Show Management, by an exhibitor or any representative's of an exhibitor's organization on the Facility premises outside the exhibitor's booth or display area is prohibited.

13. Liability Limited. The exhibitor understands and agrees that employees or agents of the city and state where the Trade Show is being held, the Facility, including law enforcement personnel (collectively "Public Employees"), will have access to the Facility and that, notwithstanding any security services provided by Trade Show Management. Trade Show Management assumes no responsibility for acts or omissions of any Public Employee or the acts or omissions of any other persons or entities not an employee or agent of Trade Show Management. Trade Show Management is not responsible for any damage or injury resulting from fire, the elements, mob riot, war or civil commotion, or civil authority, or labor difficulties, negligence, lockouts or strikes against APPL or the Facility.

14. Default. The exhibitor shall be in default under this contract for any failure to comply with any of the terms and conditions hereof. Any default will automatically result, at the sole discretion of Trade Show Management, in revocation of permission to use the booth or otherwise participate in this or future APPL Trade Shows. Trade Show Management shall have the right to remove the exhibitor's property from the Facility and to store such property at the exhibitor's sole risk and expense, if the exhibitor's property is not immediately removed upon revocation of permission to use the booth. Any waiver by Trade Show Management of its rights upon default of the exhibitor will not act as a waiver of such rights in the event of any other default. The exhibitor shall have no right to any refund in the event its right to occupy the booth is terminated pursuant to default and shall continue to be bound by this Agreement in the event of such termination, including, but not limited to, the reimbursement of Trade Show Management for damages. The exhibitor will be allowed 30 minutes to conform to a request to vacate.

15. Removal of Exhibitor's Property. Trade Show Management reserves the right to remove the exhibitor's property, or appoint the Facility or another person to do so from the Facility at the exhibitor's sole expense and risk, if APPL's license to use the Facility is revoked for any reason, and if such property is not removed by the exhibitor within reasonable time after Trade Show Management's request to do so.

16. Return of Booth Space. The exhibitor will vacate the booth space by 6:00 p.m. Wednesday, March 21, 2007, to the Facility in the same condition as when first occupied, normal wear and tear accepted. The exhibitor shall reimburse Trade Show Management for any stains, etchings, acid or other burns, adhesive residue or other damage or debris caused or left by the exhibitor or its representatives.

17. Prohibited Materials. The exhibitor shall not bring or permit any weapons, flammable, explosive or volatile material or material under high pressure, including gasoline, kerosene, acetylene, propane or other fuels or combustibles into the Facility.

18. Exhibition Hall Rules and Directions. The exhibitor shall comply with all the Facility Rules and Regulations, whether or not stated in this contract, and all applicable federal, state, and local laws. The exhibitor will obey the instructions of Trade Show Management, Facility staff, and law enforcement officials at all times on the Facility premises. The exhibit hall is non-smoking.

19. Licenses and Permits. The exhibitor, at its own expense, will obtain all licenses, permits and approvals required and pay all taxes, including, but not limited to sales tax, which accrue to it during the Trade Show.

20. Indemnification. Exhibitor shall indemnify, defend, and hold harmless APPL and the Facility from any and all claims, losses, liabilities, or damages to persons or property, governmental charges or fines and attorney's fees arising out of or caused by an installation, removal, maintenance, occupancy or use of the Facility or any part thereof, by exhibitor. The exhibitor shall comply with all federal copyright laws, including music licensing, of unfair competition for all materials displayed in, advertised by or sold from the booth. Exhibitor shall indemnify, defend and hold harmless APPL and the Facility from and against any and all claims, losses, liabilities or damages resulting from the exhibitor's failure to comply.

21. Disputes and Resolution. The decision or opinion of Trade Show Management in the interpretation of this contract shall be final and binding on the Exhibitor. Parties are prohibited from initiating legal action against the other for the purpose of enforcement of this contract. Resolution steps shall be as follows: 1) Both parties shall employ their best effort to resolve any dispute. 2) If dispute cannot be resolved, mediation or standard alternative dispute resolution according to the prevailing laws of the State of Maryland shall be employed. 3) If all other efforts fail, both parties agree to submit to binding arbitration with the costs equally split by both parties.

22. Severability. The enforceability, validity, or legality of any provision of this contract shall not render any other provision of this contract unenforceable, invalid, or illegal. By signing the trade show contract, the exhibitor hereby accepts booth space for the APPL's 2007 Trade Show and agrees to be bound and abide by all of the terms and conditions therein.