



2008 EXHIBIT SPACE CONTRACT

February 4 – 6, 2008

Terms and Conditions

1) **Defined Terms:** "Event" means Training 2008, currently scheduled to be held on **February 4 - 6, 2008** (the "Event Dates") at the Georgia World Conference Center, Atlanta, GA (the "Exhibit Facility"). Event is owned, produced and managed by Nielsen Business Media. ("Nielsen"). "Organizer" means, collectively, Nielsen, its officers, directors, shareholders, agents, affiliates, representatives, employees and assigns, unless the context requires otherwise. "Exhibitor" means, collectively, (i) the company or person that applied for exhibit space rental and agreed to enter into this contract upon acceptance by Nielsen in the manner stated below and (ii) each of its officers, directors, shareholders, employees, contractors, agents, representatives and/or invitees, as applicable.

2) **Contract Acceptance:** This contract shall become binding and effective only when it has been signed on the facing page by Exhibitor and counter-signed on the facing page by a duly authorized representative of Nielsen.

3) **Assumption of Risks; Releases:** Exhibitor expressly assumes all risks associated with, resulting from or arising in connection with Exhibitor's participation or presence at the Event, including, without limitation, all risks of theft, loss, harm, damage or injury to or of any person (including death), property, business or profits of Exhibitor, whether caused by negligence, intentional act, accident, act of God or otherwise. Exhibitor has sole responsibility for its property or any theft, damage or other loss to such property (whether or not stored in any courtesy storage area), including any subrogation claims by its insurer. Neither Organizer nor the Exhibit Facility accepts responsibility, nor is a bailment created, for property delivered by or to Exhibitor. Neither Organizer nor the Exhibit Facility shall be liable for, and Exhibitor hereby releases all of them from, and covenants not to sue any of them with respect to, any and all risks, losses, damages and liabilities whether described in this paragraph or not.

4) **Indemnification:** Exhibitor shall indemnify, defend (with legal counsel satisfactory to Nielsen), and hold Organizer and the Exhibit Facility harmless from and against any and all claims, demands, suits, liabilities, damages, losses, costs, fees (including attorneys' fees) and expenses which result from or arise out of or in connection with: (a) Exhibitor's participation or presence at the Event, (b) any breach by Exhibitor of any agreements, covenants, promises or other obligations under this contract or any other contract, arrangement or agreement; (c) any matter for which Exhibitor is otherwise responsible under the terms of this contract or any other contract, arrangement or agreement; (d) any violation or infringement (or claim of violation or infringement) of any law or ordinance or the rights of any party under any patent, copyright, trademark, trade secret or other proprietary right; (e) any libel, slander, defamation or similar claims resulting from the actions of Exhibitor; (f) harm or injury (including death) to Exhibitor; and (g) loss of or damage to property or the business or profits of Exhibitor, whether caused by negligence, intentional act, accident, act of God, theft, mysterious disappearance or otherwise.

5) **Limitation of Liability:** Under no circumstances shall Organizer or the Exhibit Facility be liable for any lost profits or any incidental, special, indirect, punitive or consequential damages whatsoever for any of their acts or omissions, whether or not apprised of the possibility of any such lost profits or damages. In no event shall Organizer's maximum liability under any circumstance exceed the amount actually paid to Nielsen by Exhibitor for exhibit space rental pursuant to this contract. Organizer makes no representations or warranties, express or implied, regarding the number of persons who will attend the Event or regarding any other matters. Management may employ reputable guards during the course of the exhibition to regulate the flow of attendees at the Event. These guards are not security guards. Neither Organizer, nor the owners or lessors of the Event Facility, shall assume any responsibility for Exhibitor's personal or other property. As a condition of exhibiting at the Event, Exhibitor shall insure its property against damage, loss and theft.

6) **Qualifications of Exhibitor:** Nielsen, in its sole discretion, determines whether a prospective exhibitor is eligible to participate in the Event. Eligibility is generally limited to persons or firms that supply products and/or services to the learning industry. Applicants may be required to submit a description of the nature of their business and the items to be exhibited. Nielsen reserves the right to restrict or remove any exhibit that Nielsen, in its sole discretion, believes is objectionable or inappropriate.

7) **Assignment of Space:** Exhibit space shall be assigned by Nielsen in its sole discretion for the Event and for the Event Dates only. That assignment does not imply that similar space will be assigned for future Events. Nielsen reserves the right to change the floor plan or to move an Exhibitor to another booth location prior to or during the Event for any or no reason.

8) **Booth Placements:** Nielsen will attempt to honor all booth placements based on the previous Event if application and payment are made within stipulated time limit. However, Nielsen reserves the right to make alternative placement. Offers made as to location of space are current policy and not a guarantee. Nielsen shall be the final authority in assigning space. Nielsen may refuse acceptance of any contract for any or no reason. Nielsen reserves the right to determine the eligibility of any company or product for inclusion in the Event. No exhibitor shall exhibit or permit to be exhibited in the space allocated to it any merchandise other than that specified in its contract. Nielsen further reserves the right to add, alter or delete from the Event's floor plan at any time in its sole discretion.

9) **Cancellation by Exhibitor:** If the Exhibitor desires to cancel all or part of the display space prior to one hundred twenty (120) days before opening date of the exposition, it must do so in writing by certified mail to Nielsen Expositions, and the exhibitor will be charged 20% of its original total exhibit space. Exhibitor must pay the full contracted display space fee for cancellations / reductions within one hundred twenty (120) days of the opening date of the exposition. After the 120 day period, the Exhibitor shall not be entitled to any refund of exhibit fee. Because these dates are related to the Event Dates and not to the date of this contract, these dates shall apply regardless of the date on which this contract is executed. This amount is considered to be liquidated and agreed upon damages, for the damages Nielsen will suffer as a result of Exhibitor's cancellation. This provision for liquidated and agreed upon damages is a bona fide provision and not a penalty. The parties understand that the withdrawal of the space reserved from availability at a time when other parties would be interested in applying for it, will cause the Organizer to sustain damages. In this situation, the Organizer's damages will be substantial, but they will not be capable of determination with mathematical precision. Therefore, the provisions for liquidated and agreed upon damages have been incorporated into this Agreement as a valid pre-estimate of these damages. The date of cancellation shall be the date Nielsen receives the written notice. Nielsen reserves the right to treat Exhibitor's downsizing of booth space as cancellation of the original contract and an offer to purchase new booth space. Exhibitor may be required to move to a new location if it requests a downsizing of space.

10) **Cancellation by Nielsen:** If Exhibitor fails to make a payment required by this contract in a timely manner, Nielsen may terminate this contract (and Exhibitor's participation in the Event) without further notice and without obligation to refund any monies previously paid. Nielsen reserves the right to refuse Exhibitor permission to move in and set up an exhibit if Exhibitor is in arrears of any payment due to Organizer. Nielsen is expressly authorized (but has no obligation) to occupy or dispose of any space vacated or made available because of action taken under this paragraph in any manner it desires, and without releasing Exhibitor from any liability hereunder. Nielsen may also terminate this contract effective upon written notice of termination if Exhibitor breaches any of its obligations under this contract or any other contract or arrangement with Organizer, without any obligation on Nielsen's part to refund any payments previously made and without releasing Exhibitor from any liability arising as result of or in connection with such breach. If Nielsen removes or restricts an exhibit that Nielsen considers to be objectionable or inappropriate, no refund will be due to Exhibitor. Notwithstanding anything herein to the contrary, Nielsen reserves the right to terminate this contract and return to Exhibitor the fees it has paid to Nielsen, at any time for any or no reason. In that case, Nielsen shall have no further liability to Exhibitor or any other party.

11) **Cancellation of the Event:** If Nielsen cancels the Event due to circumstances beyond the reasonable control of Nielsen (such as acts of God, acts of war, governmental emergency, labor strike or unavailability of the Exhibit Facility), Nielsen shall refund to Exhibitor its exhibit space rental payment previously paid, minus a share of costs and expenses incurred by Organizer, in full satisfaction of all liabilities of Organizer to Exhibitor. Nielsen reserves the right to cancel, rename or relocate the Event or change the Event Dates. If Nielsen changes the name of the Event, relocates the Event to another event facility within the same city, or changes the Event Dates to dates that are not more than 30 days earlier or 30 days later, no refund will be due to Exhibitor, but Nielsen shall assign to Exhibitor, in lieu of the original space, other space as Nielsen deems appropriate and Exhibitor agrees to use that space under the terms of this contract. If Nielsen elects to cancel the Event other than for a reason previously described in this paragraph, Nielsen shall refund to Exhibitor its entire exhibit space rental payment previously paid, in full satisfaction of all liabilities of Organizer to Exhibitor.

12) **Exhibit Space Occupancy:** Nielsen shall specify the hours and dates for installing, occupying and dismantling exhibits. If Exhibitor fails to install its display in its assigned space by **Monday, February 4, 2008 at 7am local time** or leaves its space unattended at any time during the Event, Nielsen shall have the right to take possession of the space, terminate this contract and no refund will be due to Exhibitor. All exhibits must be open for business at all times during the Event.

13) **Trade Show Set-up And Show Hours:** Information on set-up and Event hours will be provided to you in the Exhibitor Service Kit as well as information on installation and removal of exhibits. Exhibits must remain open in accordance with the schedule published prior to the Event or as amended by Nielsen. **NO BREAKDOWN or DISMANTLING OF EXHIBITS** will be permitted before the Event officially closes down. If Exhibitor infringes this rule, it will be assessed a fee of \$500 per booth and may be banned from future Events.

14) **Listings and Promotional Materials:** By exhibiting at the Event, Exhibitor grants to Organizer a fully paid, perpetual non-exclusive license to use, display and reproduce the name, trade names, product names of Exhibitor in any directory (print, electronic or other media) listing the companies exhibiting at the Event and to use such names in Organizer promotional materials. Organizer shall not be liable for any errors in any listing or descriptions or for omitting Exhibitor or any other exhibitor from any directory or other lists or materials. Organizer may also take photographs of Exhibitor's booth space, exhibit, guests and personnel during, before or after the open hours of the Event and use those photographs for any promotional purpose.

15) **Care of Exhibit Facility:** Exhibitor shall promptly pay for any and all damages to the Exhibit Facility or associated facilities, booth equipment or the property of others caused by Exhibitor.

16) **Taxes and Licenses:** Exhibitor shall be solely responsible for obtaining any licenses, permits or approvals under federal, state or local laws applicable to its activities at the Event. Exhibitor shall be solely responsible for obtaining any necessary tax identification numbers and permits and for paying all taxes, license fees, use fees, royalties or other fees, charges, levies or penalties that become due to any governmental authority in connection with its activities at the Event. Exhibitor will not permit the delivery of merchandise at the Event Facility without the express permission of Nielsen.

17) **Insurance:** Exhibitor shall, at its own expense, secure and maintain through the term of this contract, including move-in and move-out days, the insurance listed below. The insurance shall be primary of any other valid and collectible insurance of Exhibitor and shall be written on an occurrence basis. Claims made policies are not acceptable and do not constitute compliance with Exhibitor's obligations under this paragraph.

a. Workers' compensation insurance;

b. Comprehensive general liability insurance with limits not less than \$1,000,000 per occurrence, \$2,000,000 in the aggregate, combined single limit for bodily injury and property damage, including coverage for personal injury, contractual, and operation of mobile equipment, products and liquor liability (if applicable);

c. Automobile liability insurance with limits not less than \$500,000 per occurrence, combined single limit for bodily injury and property damage, including coverage for owned, non-owned and hired vehicles, including loading and unloading operators (if applicable).

The insurance policies shall name as additional insureds Nielsen Expositions, Inc., the Event Facility, the General Service Contractor and each of their subsidiaries, affiliates, officers, directors, employees, agents and representatives. If requested, copies of additional insured endorsements, primary coverage endorsements and complete copies of policies, satisfactory to Nielsen, shall be furnished to Nielsen. Certified copies of the certificates of insurance or policies shall provide that they may not be cancelled without 30 days' advance written notice to Nielsen.

18) **Intellectual Property:** Exhibitor shall not play or permit the playing or performance of, or distribution of any copyrighted material at the Event unless it has obtained all necessary rights and paid all required royalties, fees or other payments. Nielsen may refuse to permit Exhibitor to exhibit or display any items that Nielsen reasonably believes infringe the rights of other parties. If Exhibitor refuses to remove any of those items from display, in addition to any other remedies available, Nielsen may terminate this Agreement immediately and evict Exhibitor from the Event without any liability to Exhibitor or any other party.

19) **Observance of Laws:** Exhibitor shall abide by and observe all federal, state and local laws, codes, ordinances, rules and regulations, and all rules and regulations of the Event Facility (including any union labor work rules). Without limiting the foregoing, Exhibitor shall construct its exhibits to comply with the Americans with Disabilities Act.

20) **Additional Terms and Conditions:** Nielsen has sole control over attendance policies. Except as provided to the contrary in this contract, all monies paid by Exhibitor shall be deemed fully earned and non-refundable at the time of payment. Exhibitor shall conduct itself at all times in accordance with professionalism and normal standards of decorum and good taste. In addition to its right to close an exhibit and withdraw acceptance of or terminate the contract, Nielsen in its sole judgment and discretion may refuse to consider for participation in future Events an Exhibitor who violates or fails to abide by the contract and any of the accompanying rules and regulations. Any amendment to this contract must be in writing and signed by an authorized representative of Nielsen. Exhibitor shall not assign this contract or any right or obligation hereunder. Exhibitor shall not sublet or license all or any portion of its exhibit space. By entering into this contract, Exhibitor and its affiliates explicitly consent to receive fax, telephone, e-mail, and other communications from Nielsen Expositions and its partners under 47 U.S.C. Code 227 and any other applicable regulations. The use of cameras and video cameras on the exhibit floor is strictly prohibited without the prior permission of Nielsen.

21) **Exhibitor Service Kit:** Prior to the Event, Nielsen will send an Exhibitor Service Kit to the "Primary Contact" listed on the front of this contract. The Exhibitor Service Kit will include information integral to participation at the Event, including but not limited to: additional exhibitor rules and regulations, official contractor order forms, registration, shipping and drayage, utilities and building services/regulations, exhibitor display rules, and move-in, move-out schedules.

22) **Incorporation of Rules and Regulations:** Any and all matters pertaining to the Event and not specifically covered by the terms and conditions of this contract shall be subject to determination by Nielsen in its sole discretion. Nielsen may adopt rules or regulations from time-to-time governing such matters and may amend or revoke them at any time, upon notice to Exhibitor. Any rules and regulations (whether or not included in an Exhibitor Service Kit or similar document) are an integral part of this contract and are incorporated herein by reference. Exhibitor shall observe and abide by additional regulations made by Nielsen as soon as these additional rules or regulations are communicated to Exhibitor. This contract (including the Exhibitor Service Kit and any additional rules or regulations adopted by Nielsen) states the entire agreement of the parties with respect to the subject matter hereof.

23) **Governing Law:** This contract is governed by the laws of the State of New York as applied to contracts entered into and entirely performed within that State by residents of that State. Exhibitor hereby submits to the exclusive jurisdiction of the courts located in the Southern District of the State of New York, which shall constitute the exclusive forum for the resolution of any and all disputes arising out of, connected with or related to this contract or the breach of any provision of this contract. Exhibitor waives any right to assert lack of personal or subject matter jurisdiction and agrees that venue properly lies in New York, New York.

24) **Outside Exhibits/Hospitality Suites:** Exhibitor is prohibited, without express advance written approval from Nielsen, from displaying products/services and/or other advertising material in areas outside its booth space such as, but not limited to, parking lots, hotel lobbies, lounges, corridors, sleeping rooms, etc., as well as conducting unauthorized facility tours. Exhibitor shall not operate hospitality suites during hours in which the Event is open or when any Organizer-sponsored activities are being held. Exhibitor is prohibited from hosting hospitality functions during official Event hours. All requests for a hospitality suite or public function space must be made through Nielsen. If Exhibitor cancels or fails to occupy the exhibit space during official Event hours, Nielsen reserves the right to notify the applicable venue to cancel any hospitality space and/or hotel guest rooms under Exhibitor's name. Exhibitor shall remain liable for the payments made to the hotel or applicable venue.

25) **Contractor Services:** Nielsen has contracted, on an exclusive basis, official contractors to provide certain services for the Event. Service companies other than the official contractors will not be allowed to perform any of these exclusive services. Non-exclusive services 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 Service Kit.

26) **Character of Displays; Use of Aisles and Common Areas:** Distribution of samples, printed material of any kind and any promotional material is restricted to the exhibit booth. Exhibitor shall only exhibit products that it manufactures, represents or legally distributes. All exhibits shall display products or services in a tasteful manner. The aisles, passageways and overhead spaces remain strictly under control of NIELSEN and no signs, decorations, banners, advertising material or special exhibits will be permitted outside of Exhibitor contracted booth space except by written permission of Nielsen. Uniformed attendants, models and other employees of Exhibitor must remain within its booth. Any and all advertising distribution must be made from Exhibitor's booth space. Balloons and stickers are prohibited in the exhibit area. Handouts with gummed backing that adhere or cause adhesion are considered stickers. Equipment must be arranged so that show visitors do not stand in the aisle while examining equipment or watching demonstrations. Strolling entertainment or moving advertisements outside of an Exhibitor's exhibit space are prohibited.

27) **Sound Devices:** The use of devices for mechanical reproduction of sound or music may be permitted, but must be controlled to decibels stated in the Exhibitor Service Kit. Sound of any kind must not be projected outside of the exhibit booth. Exhibitor is specifically prohibited from employing any carnival-type attraction, animal or human, or from operating noise-creating devices such as bells, horns or megaphones.

28) **Fire and Safety Laws and Rules:** Federal, state and city laws must be strictly observed. A listing of material fire and safety regulations will be found in the Exhibitor Service Kit. All materials used for display of any kind must be flameproofed. This includes all materials used in specially constructed exhibits such as fabric or other materials. The use of crepe paper and any decorative paper of any type are prohibited and will not be permitted. Your display must meet all the required fire regulations. Displays that do not pass inspection will be ordered closed until such fire hazards are corrected against further danger of fire. All booth equipment (i.e., tables, chairs, displays, etc.) must not protrude into aisles under any circumstance. This is a strict order of the fire marshal. Exhibitor 2

29) **Sub-Letting:** No sub-letting or sharing of exhibit space will be permitted without the prior written consent of Nielsen. Each additional permitted exhibitor will be required to pay, in addition to the regular fee paid by Exhibitor, a fee of at least **\$3,000.00** to Nielsen. Only primary Exhibitor will be entitled to any additional complimentary items offered by Nielsen to Exhibitor. The primary Exhibitor will be responsible for all booth fees, and will be the only company listed in the show guide.

30) **Freight Shipment:** Separate information will be mailed to Exhibitor regarding freight shipments to and from the Event Facility. Exhibitor should use the shipping labels provided by Nielsen's Official General Service Contractor for the Event to ensure proper shipment and identification. Shipments made in advance to the authorized Event contractor, as per instructions, will be delivered to your booth. At the close of Event, if Exhibitor desires to arrange shipment of its exhibit materials by its own carrier, it should call for pick-up and inform Event's authorized contractor of its arrangements. **EXHIBITOR MUST WAIT IN PERSON FOR SUCH PICK-UP.** If Exhibitor does not remain in booth/exhibit area for the pick-up or if the pickup does not occur within reasonable time, the authorized contractor may take the shipment the contractor's warehouse at Exhibitor's own risk and expense. Exhibit merchandise and/or samples will not be permitted to be taken out of the exhibition area during the Event.

31) **Solicitations:** Any retail sales including, but not limited to, any retail sale in violation of the retail sales tax regulations where the Event is being held is strictly prohibited during the Event.

32) **No Show Policy:** If Exhibitor, through circumstances beyond control, is delayed in arrival or set-up, Exhibitor must notify their Sales Manager or Operations Director at Nielsen 24 hours prior to show opening. Non-notification will result in resale of space and possible loss of priority points. No refunds will be made.

33) **Rights of Offset; Enforcement:** Nielsen reserves the right, in its sole discretion, to apply any or all payments made for the Event to any or all outstanding due to Organizer. This applies to ad insertions, sponsorships, booth space, or any other product or services offered by Organizer.

34) **Entire Agreement:** This contract (including the Exhibitor Service Kit and any additional rules or regulations adopted by Nielsen from time-to-time) represents the entire agreement between Nielsen and Exhibitor relating to the Event and supersedes any prior written or oral understandings, agreements or representations by or between Nielsen and Exhibitor relating to the Event.

Accepted by: _____