

2010 CONVENTION CENTER MEETING ROOM FORM

March 23–25, 2010 . San Diego Convention Center . San Diego, California, USA



Return signed contract with deposit to: OFC/NFOEC Exhibits, c/o OSA, 2010 Massachusetts Ave., NW, Washington, DC 20036
Tel: +1.202.416.1975 Fax: +1.202.416.1408 Email: accounts@ofcconference.org

Primary Contact — to receive all information pertaining to exhibit

We are a first-time exhibitor.

If no Buyers' Guide information is submitted online by the deadline (to be provided), this information will be published as shown.

Company Name: _____

Division of / Subsidiary of: _____

Contact Name: _____

Job Title: _____

Address: _____

City _____ State/Province _____

ZIP/Postal Code: _____

Country: _____

Tel: _____

Fax: _____

Email: (main mode of communication—print clearly) _____

URL: _____

Cost of Exhibit Space: Rate is calculated based on \$200 per hour, which includes table/chair room set-up and 4 keys. One half (50%) of the space rental fee is due with this application and is non-refundable. Full payment is due with all contracts received after October 23, 2009—no refunds will be given for space cancelled after this date. A signed contract obligates the Exhibitor pay the deposit; after October 23, 2009 the exhibitor is obligated to pay 100% of the contracted amount. Defaults in payment may result in reassignment of space or cancellation (subject to cancellation fee schedule). See cancellation clause on the back of this form.

Please complete the following information. Note that we cannot adequately evaluate your needs without all of this information, so be as specific as possible.

Requested Dates	Requested Times	Room Set-up (i.e. conference, classroom, theater)	Est. # of participants	A/V requirements	Food & Beverage (Breakfast, Dinner or Lunch)

_____ Total Hours of requested meeting space X \$200 = _____ Total Meeting Room Charges

Indicate intended use of this space: (required) _____

Important Notes:

- Floorplans for special room set-up requests are due no later than Friday, Feb. 20th.
- Table linens, easels, and podiums are available for a fee.
- All services (food & beverage, telecom, signage and/or A/V) must be ordered by renter directly from the Convention Center or the official supplier.
- Events of greater than 50 people cannot be held during the Technical Sessions or official OFC/NFOEC conference events.
- Meeting rooms are available on a first-come, first-served basis and will be assigned by OFC/NFOEC Management. OFC/NFOEC Reserves the Right to Refuse Meeting Space to any Exhibitor Based on Intended Use and/or lack of available space.
- Standard hours for a whole day are 7:00 a.m. - 6:00 p.m. - if not specified, these hours are assumed by OFC/NFOEC Management. Please notify OFC/NFOEC Management of any changes to these hours and arrangements will be made.

Contract Authorization: By signing below, with or without appropriate payment, this contract shall become a legally binding contract. The individual signing this document represents that he/she is duly authorized to execute this binding contract on behalf of the exhibitor. By signing this agreement, Exhibitor agrees to abide by and be bound to this Contract, OFC/NFOEC Management's rules and regulations, any additional rules and regulations published by OFC/NFOEC Management, and the following documents (which are hereby incorporated by reference as part of this Contract) as they may be amended by OFC/NFOEC Management from time to time: OFC/NFOEC Exhibitor Service Manual (inclusive), OFC/NFOEC Online Exhibitor Service Center (inclusive), OFC/NFOEC Exhibitor Newsletters.

Authorized Signature: X _____

Date: _____

Payment: Make checks payable (in US Dollars) to OSA. If payment is to be made by wire transfer, direct funds to: Bank of America, 1501 Pennsylvania Ave. NW, Washington, DC 20013, ABA# 0260-0959-3, OSA Acct. 20-867-84-287, SWIFT BOFAUS3N. Please incorporate any bank fees associated with your wire transfer, to include a \$25 processing fee by Bank of America, as remitter is responsible for these fees.

You may also pay by credit card: Visa

M/C

Diners

AmEx

Amount: _____

Card No: _____

Exp. Date: _____

Print Name (as it appears on card): _____

Cardholder Signature: _____

Date: _____

OFC/NFOEC 2010 EXPOSITION RULES & REGULATIONS

Read Carefully — Avoid Misunderstandings

The Optical Fiber Communication Conference and National Fiber Optic Engineers Conference (OFC/NFOEC) is an unincorporated association which operates as agent and on behalf of the Optical Society of America, Inc. (OSA) and the Institute of Electrical and Electronics Engineers, Inc. (IEEE), for its Communications Society (ComSoc) and its Lasers and Electro-Optics Society (LEOS) (collectively referred to as the "Sponsors" of the OFC/NFOEC Conference). Below, the term "Convention Center" refers to San Diego Convention Center and "Operator" refers to City of San Diego, a municipal corporation.

Rules and Regulations may be amended at any time by OFC/NFOEC Management in its sole reasonable discretion. OFC/NFOEC Management reserves the right to grant or deny its consent in its sole reasonable discretion and the right to apply, interpret, and enforce these rules in its sole reasonable discretion. Any point not specifically covered in these rules is subject to the decision of OFC/NFOEC Management, whose decision shall be final.

PURPOSE OF THE EXHIBIT: To disseminate knowledge and promote the development and application of optics. The comprehensive technical exhibition will serve to introduce new products and services to the market and to educate individuals in these areas with regard to these technologies. Only Renters whose materials are related to those purposes will be allowed to maintain displays. OFC/NFOEC Management reserves the right to determine whether Renter's materials relate to the purpose of the exhibition.

ACCEPTANCE AND ASSIGNMENT OF SPACE: This Contract shall be deemed accepted by OFC/NFOEC Management upon space assignment. Meeting rooms are available on a first-come, first-served basis and will be assigned by OFC/NFOEC Management. Although OFC/NFOEC Management will attempt to fulfill Renter's space request, meeting rooms will be assigned by OFC/NFOEC Management in its discretion and its decision shall be final; provided, however, that OFC/NFOEC Management reserves the right to reassign space assignments at any time without notice to Renter. OFC/NFOEC Reserves the Right to Refuse Meeting Space to any Renter Based on Intended Use and/or lack of available space.

PAYMENTS: Rate is calculated based on \$200 per hour. A non-refundable 50% deposit of the total space rental fee is due with Contract. All booth charges must be paid in full by October 23, 2009. A signed contract obligates the Renter pay the deposit; after October 23, 2009 the Renter is obligated to pay 100% of the contracted amount. Defaults in payment may result in reassignment of space or cancellation (subject to cancellation fee schedule).

CANCELLATIONS: This Contract may be cancelled by Renter by giving written notice to OFC/NFOEC Management, subject to the following fees:

- On or before January 4, 2010 - 50% of the full contracted space rental fee
- After January 4, 2010 - 100% of the full contracted space rental fee

These fees apply in the event of Renter cancellation or failure to participate for any reason whatsoever. Cancellation fees will NOT be applied to any other past, current, or future charges incurred by Renter and are non-transferable. In no event will Renter receive a credit from any revenue later generated by reuse of the reserved space by OFC/NFOEC Management.

UPSIZING: At any time after signing the original Contract, Renter may enter into a new contract for more hours, subject to availability.

DOWNSIZING: The amount of hours reserved may be reduced by Renter by giving written notice to OFC/NFOEC Management, subject to the following:

- On or before January 4, 2010 - Renter must pay 50% of the original Contract price, which amount may be applied against the reduced hours. Any remaining amounts previously paid by Renter will be refunded.
- After January 4, 2010 - Renter must pay 100% of the original Contract price, which amount may be applied against the reduced hours. Any payment in excess of the cost of the new space is nonrefundable.

ARRANGEMENT OF EXHIBITS: Meeting rooms include access to the room, a one-time table/chair room set-up, and 4 room keys. All space rental fees are exclusive of food and beverage, AV, signage, special furnishings (i.e., easels, podiums, table linens), utilities, phone/data lines, material handling services, signage, labor, security, floral, photography, and cleaning. Information and order forms will be provided for these services along with a confirmation of your space reservation. Floorplans for special set-up requests are due no later than February 19, 2010.

SERVICES: OFC/NFOEC Management has designated official exhibition contractors. Services for these and other contractors will be available and charged at the then-current rates by the contractor directly to Renter. OFC/NFOEC Management and its Sponsors assume no responsibility or liability for such contractors. Renter wishing to use Renter Appointed Contractors (EACs) for non-exclusive services must follow proper application procedures. Renter must use qualified union personnel for material handling, installing and dismantling exhibits, and other services as required by the Convention Center's rules and regulations. Applicable union regulations for the Convention Center will be provided upon request.

COMPLIANCE WITH LAWS, RULES, AND SAFETY PRECAUTIONS: Renter is responsible for knowledge of and compliance with all federal, state, and local laws, regulations, orders, and requirements applicable to Renter's participation in the OFC/NFOEC Conference, as well as all rules and regulations of the Convention Center and all related expenses and taxes. Renter shall take all necessary measures to safeguard persons and property in the Convention Center from any hazards associated with Renter's equipment. Renter shall comply with applicable industry safety standards, including but not limited to the following: Center for Devices and Radiological Health's Federal Laser Product Performance Standard (21CFR1040), the American National Standards Institute (ANSI) Standard Z-136.1-2000 on Safe Use of Lasers (or, alternatively, the American Conference on Governmental Industrial Hygienists (ACGIH) Guide for Control of Laser Hazards) in the operation of all coherent sources during the OFC/NFOEC Conference. A copy of the OSA's "Guidelines for a Safe Exhibit" is available upon request. Renter agrees that if notified by OFC/NFOEC Management that the condition of Renter's space is unsatisfactory for any reason, Renter will immediately remedy the condition.

RESTRICTIONS: Renter's activities shall be restricted to Renter's meeting room only. OFC/NFOEC Management reserves the right to restrict, reject, prohibit, or eject any exhibit, in whole or in part, which becomes objectionable due to noise, safety hazards, or other reasons. OFC/NFOEC Management reserves the right to deny access to or eject any person whose behavior becomes objectionable. In any such event, no refunds will be issued. Sanctions for noncompliance with OFC/NFOEC Management's rules and regulations also include, but are not limited to, forfeiture of all fees paid and ineligibility to exhibit at or attend any future OFC/NFOEC Conference.

SUBLEASING SPACE: Unless approved in advance and in writing by OFC/NFOEC Management, Renter shall not assign or sublet this Contract, in whole or in part, nor exhibit any products or services other than those manufactured or handled in Renter's normal course of business, nor permit any third party to solicit business in Renter's space. Multiple-company sharing of exhibit space shall require advance written permission from OFC/NFOEC Management.

COMPETING EVENTS: Renter shall not conduct any competing event of more than 50 people during official OFC/NFOEC Conference hours.

ADVERTISING MATTER: OFC/NFOEC Management reserves the right to prohibit distribution of souvenirs, advertising matter, or any other materials. Distribution from anywhere other than within Renter's meeting room is forbidden.

MUSIC: Due to licensing restrictions, the use of music in presentations, including video presentations, is prohibited unless Renter can provide OFC/NFOEC Management with proof of Broadcast Music Industry (BMI), American Society of Composers & Performers (ASCAP), or Society of European Stage Authors and Composers (SESAC) certification and licensing.

FOOD AND ALCOHOL: Centerplate is the exclusive provider of food, beverage, and catering services within the Convention Center. Any Renter offering alcoholic beverages at any event held in conjunction with the OFC/NFOEC Conference must (i) carry a minimum of two million dollars (\$2,000,000.00) in liquor liability insurance during the event and (ii) comply with all the rules and requirements of the Convention Center and Operator as well as the OFC/NFOEC Management alcohol policy, which may be obtained from OFC/NFOEC Management upon request.

AMERICANS WITH DISABILITIES ACT (ADA): Renter is solely responsible for ensuring that its booth is in full compliance with the ADA, and for all costs related thereto.

PHOTOGRAPHY AND VIDEO TAPING: Neither photography nor video taping are permitted in the Convention Center without the express written consent of OFC/NFOEC Management. Sanctions for noncompliance include, but are not limited to, the seizure and destruction of film or electronic storage devices.

SOUND LEVELS: Sound levels of presentations must be kept at or below 85 decibels and not interfere with surrounding exhibits.

FORCE MAJEURE: OFC/NFOEC Management may suspend or terminate this Contract without penalty in the event the Convention Center becomes unavailable, is destroyed or damaged, or if it becomes inadvisable, impracticable, illegal, or impossible to hold the OFC/NFOEC Conference as scheduled due to any event beyond the control of OFC/NFOEC Management, including but not limited to the following: strike; lockout; injunction; emergency; act of God; act of war; curtailment of local, national, or international transportation facilities with a significant impact on domestic and/or international travel; and economic factors which make it impractical for OFC/NFOEC Management to hold the Exhibit as scheduled or otherwise perform its obligations hereunder (including the unavailability or inadequacy of any convention center, headquarters, hotel(s), or necessary expansion space). In such an event, Renter hereby waives any and all damages and claims for damages and agrees that the sole liability of OFC/NFOEC Management and the Sponsors of the OFC/NFOEC Conference shall be to refund to Renter all payments made for meeting space, less a proportionate share of all expenses incurred and committed by OFC/NFOEC Management, such as, but not limited to, advertising, convention center fees, etc., to the extent any monies remain after payment of such expenses.

INSURANCE: Renter shall carry adequate insurance to protect itself against bodily injury (including death) and property damage claims arising from Renter's participation in the OFC/NFOEC Conference, including but not limited to (i) worker's compensation as required by law and (ii) commercial general liability insurance in such amounts as are adequate, but in no event less than one million U.S. dollars (\$1,000,000.00) combined single limit for both bodily injury and property damage. Said insurance shall name the OFC/NFOEC Conference and its Sponsors, San Diego Convention Center Corporation Inc., City of San Diego, San Diego Unified Port District, and the members, office, directors, agents and employees of each of these entities as additional insureds, shall contain an endorsement that such policy shall remain in full force and effect notwithstanding that the insured has waived its right of action against any party prior to the occurrence of a loss, and shall require the insurer to waive all rights of subrogation against the OFC/NFOEC Conference and its Sponsors, San Diego Convention Center Corporation Inc., City of San Diego, San Diego Unified Port District, and the members, office, directors, agents and employees of each of these entities. Further, said insurance shall include a provision for notification to OFC/NFOEC Management at least thirty (30) days prior to cancellation. Renter shall furnish OFC/NFOEC Management with a Certificate of Insurance verifying such coverage prior to March 12, 2010.

Renter shall not do any act or thing in the Convention Center which might violate any insurance policy held by the OFC/NFOEC Conference, its Sponsors, the Operator, or any other party regarding the Convention Center. Certain materials may be prohibited within the Convention Center. Contact OFC/NFOEC Management for further information.

DAMAGE TO CONVENTION CENTER: Renter shall be solely responsible for any and all damage to the Convention Center caused by Renter, its contractors, or their respective officers, directors, employees, representatives, servants, agents, invitees, licensees, or subcontractors.

INDEMNIFICATION: Renter agrees to defend, indemnify, and hold harmless the OFC/NFOEC Conference, its Sponsors, the Convention Center, the Operator, and their respective officers, directors, employees, and agents from and against any and all claims, demands, actions, causes of action, penalties, judgments and liabilities (including court costs and reasonable attorney's fees) based upon or arising out of any act, omission, negligence, misconduct or breach of any material condition of this Contract by Renter, its contractors, or their respective officers, directors, employees, representatives, servants, agents, invitees, licensees, or subcontractors.

NO LIABILITY: OFC/NFOEC Management and its agents will use reasonable care to protect Renter against loss. The responsibility of the OFC/NFOEC Conference and its Sponsors to Renter does not extend beyond such endeavors; provided, however, that OFC/NFOEC Management may choose to provide a refund in an amount up to the fees actually paid by Renter, in its sole discretion. In no event shall the OFC/NFOEC Conference or its Sponsors be liable for any indirect, consequential, punitive, or incidental damages, even if advised of the possibility of such damages. Renter is solely responsible for the security of its property and the property of others under its control.

WAIVER: Renter acknowledges that the OFC/NFOEC Conference, its Sponsors, the Convention Center, and the Operator do not carry insurance coverage for Renter's property. Renter agrees to bear all risk of any bodily injury (including death) or property damage or loss which Renter or its contractors, or their respective officers, directors, employees, representatives, servants, agents, invitees, licensees, or subcontractors might sustain as a result of Renter's participation in the OFC/NFOEC Conference. Renter hereby waives any and all rights of recovery, refund, or compensation for bodily injury (including death) or property damage against the OFC/NFOEC Conference, its Sponsors, the Convention Center, the Operator, and their officers, directors, employees, and agents based upon or arising out of Renter's participation in the OFC/NFOEC Conference, except such losses as may be the result of the sole gross negligence or willful misconduct of such parties.

LAWS: This Contract shall be exclusively governed by, and construed and enforced in accordance with, the laws of the state of New York without reference to its choice of law doctrine. Renter agrees that the sole jurisdiction and venue for any litigation arising from or relating to this Contract shall be an appropriate federal or state court located in the District of Columbia. Renter hereby waives trial by jury in any action, proceeding, or counterclaim brought by or against the OFC/NFOEC Conference and its Sponsors with respect to this Contract. In the event that the OFC/NFOEC Conference or its Sponsors need to bring a suit to enforce any of its rights outlined, they shall be entitled to recover all costs from the suit (including attorney's fees) from Renter.

GENERAL: The parties are independent contractors with respect to each other, and nothing herein shall create any association, partnership, joint venture or agency relationship between the parties. Neither party has any right or authority to assume or to create any obligation or responsibility on behalf of the other party except as otherwise provided herein. The parties agree that all rights and obligations provided in this Agreement which do not expressly terminate pursuant to this Agreement shall survive beyond the term of this Agreement and shall remain in full force and effect in perpetuity. This Agreement represents the entire agreement of the parties and supersedes any other understanding of the parties concerning the subject matter herein. This Contract may be modified only with the written consent of OFC/NFOEC Management. The waiver of a breach of any of the terms hereof or of any default hereunder, shall not be deemed a waiver of any subsequent breach or default, whether of the same or similar nature, and shall not in any way affect the other terms hereof. No waiver or modification shall be valid or binding unless in writing and signed by the waiving party. All provisions of this Agreement shall be severable and no provision shall be affected by the invalidity of any other provision to the extent that such invalidity does not also render such other provision invalid. All notices required under this Contract shall be considered given when deposited in the U.S. mail, certified, return receipt requested, addressed to the respective parties as listed on the first page of this Contract.