

2010 EXHIBIT SPACE APPLICATION CONTRACT

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: _____

Billing Contact — (please complete only if different from above)

Contact Name: _____

Job Title: _____

Address: _____

City _____ State/Province _____ ZIP/Postal Code: _____ Country: _____

Tel: _____ Fax: _____

Email: _____

Cost of Exhibit Space: Exhibit space rental of 500 square feet or more is \$38.50 per square foot, while the rental of less than 500 square feet is \$41.00 per square foot. Booth fee structure based on 10' x 10' units (metric equivalent = 3m x 3m approx.). Open corners cost an additional \$300.

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.

Choice	Booth #	Dimensions (W x L)	Total Square Ft.	# of Exposed Corners	Total Cost
First		X			\$
Second		X			\$
Third		X			\$

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: _____

FOR OFC/
NFOEC USE
ONLY:

Booth #: _____ Dimension: _____ # Of Corners: _____

Total Sq. Ft: _____ Deposit Paid: _____ Balance Due: _____

Cost Of Booth: _____ Date Received: _____ OFC/NFOEC Mgmt. Signature: _____

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 Photonics Society (formerly 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 exhibitors whose materials are related to those purposes will be allowed to maintain displays. OFC/NFOEC Management reserves the right to determine whether Exhibitor'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. OFC/NFOEC Management maintains an Assignment Order Number (AON) for each Exhibitor, based on past OFC/NFOEC participation and total dollars spent by Exhibitor at OFC/NFOEC 2009. Initial assignment of space will begin March 24, 2009 and will be based on AONs. Remaining space will be assigned to non-OFC/NFOEC 2009 exhibitors on a first come, first served basis. Although OFC/NFOEC Management will attempt to fulfill Exhibitor's space request, exhibit space 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 revise the exhibition floor plan and/or reassign space assignments at any time without notice to Exhibitor.

PAYMENTS: Exhibit space rental of 500 square feet or more is \$38.50 per square foot, while the rental of less than 500 square feet is \$41.00 per square foot. Each exposed corner is an additional \$300. 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 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).

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

- On or before October 23, 2009 - 50% of the full contracted space rental fee
- After October 23, 2009 - 100% of the full contracted space rental fee

These fees apply in the event of Exhibitor 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 Exhibitor and are non-transferable. In no event will Exhibitor receive a credit from any revenue later generated by reuse of the reserved space by OFC/NFOEC Management. Exhibitor shall also forfeit all exhibitor privileges, including but not limited to:

- AON priority points for OFC/NFOEC 2011 booth selection;
- Hotel rooms reserved via the Exhibitor Housing Block;
- Exhibit Technical and Booth Personnel badges;
- Access to press room and press conference slots;
- Ability to rent the OFC/NFOEC 2010 attendee list with mailing address (only); and
- Access to sponsorships and advertising opportunities, as well as removal of company listing from the Exhibit Buyers' Guide and Web site.

UPSIZING: At any time after signing the original Contract, Exhibitor may enter into a new contract for larger space, subject to availability.

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

- On or before October 23, 2009 - Exhibitor must pay 50% of the original Contract price, which amount may be applied against the reduced space. Any remaining amounts previously paid by Exhibitor will be refunded.
- After October 23, 2009 - Exhibitor must pay 100% of the original Contract price, which amount may be applied against the reduced space. Any payment in excess of the cost of the new space is nonrefundable.

ARRANGEMENT OF EXHIBITS: OFC/NFOEC Management follows International Association of Exhibitions and Events (IAEE) Guidelines. Booths include standard drapery, one identification sign, one technical digest, one technical badge per 100 square feet occupied, and unlimited complimentary editorial listings. Exhibitor personnel badges are free and unlimited. The floor space for all booths must be carpeted or in some other way covered, with the cost for this covering being the responsibility of the exhibitor. If such floor covering has not been arranged by the Exhibitor prior to the conclusion of move-in, OFC/NFOEC Management reserves the right to order carpeting at Exhibitor's expense.

SERVICES: OFC/NFOEC Management has designated official exhibition contractors as outlined in the Exhibitor's manual. Services for these and other contractors will be available and charged at the then-current rates by the contractor directly to Exhibitor. OFC/NFOEC Management and its Sponsors assume no responsibility or liability for such contractors. Exhibitor wishing to use Exhibitor Appointed Contractors (EACs) for non-exclusive services must follow proper application procedures, as outlined in the Exhibitor Service Manual. Exhibitor 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 in the Exhibitor Manual.

COMPLIANCE WITH LAWS, RULES, AND SAFETY PRECAUTIONS: Exhibitor is responsible for knowledge of and compliance with all federal, state, and local laws, regulations, orders, and requirements applicable to Exhibitor's participation in the OFC/NFOEC Conference, as well as all rules and regulations of the Convention Center and all related expenses and taxes. Exhibitor shall take all necessary measures to safeguard persons and property in the Convention Center from any hazards associated with Exhibitor's exhibit equipment. Exhibitor 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. Exhibitor agrees that if notified by OFC/NFOEC Management that the condition of Exhibitor's space is unsatisfactory for any reason, Exhibitor will immediately remedy the condition.

INSTALLATION AND DISMANTLING: Until full payment of the space rental fee has been received, Exhibitor will not be allowed to set up, nor will freight be delivered to booth.

MOVE-IN: Exhibit material cannot be received at the Convention Center prior to the move-in date. Exhibitor must commence installation of its exhibit in contracted space by 2:00 p.m. PST, March 22, 2010. Should Exhibitor fail to do so, Exhibitor will be deemed a "No Show" and its space shall be subject to reassignment or cancellation without notice (unless OFC/NFOEC Management has earlier approved Exhibitor's late arrival). Should Exhibitor arrive after this deadline, OFC/NFOEC Management reserves the right to assign or withhold space, and any new space assigned shall be subject to the terms and conditions of the Contract as if were Exhibitor's original contracted space. OFC/NFOEC Management is under no obligation to publicize Exhibitor's new location, and Exhibitor will not be allowed to set up during show hours. Installation of Exhibitor's exhibit must be complete no later than 5:00 p.m. PST, March 22, 2010.

MOVE-OUT: Exhibitor must not dismantle exhibit nor begin packing before the final closing of the exhibition, 4:00 p.m. PST, March 25, 2010. Permission from OFC/NFOEC Management is required for delivery or removal of any portion of an exhibit during the open exhibition hours. Exhibitor shall remove all its property from the Convention Center by 2:00 p.m. PST, March 27, 2010. If such property is not removed within the period of time for move-out, OFC/NFOEC Management may remove such property at Exhibitor's expense.

The advance written approval of OFC/NFOEC Management shall be required for any additional move-in and/or move-out time. Exhibitor agrees that if OFC/NFOEC Management should receive, handle, or have in its care or custody Exhibitor's property of any kind shipped or otherwise delivered to the Convention Center prior to, during, or following the exhibition, OFC/NFOEC Management shall act solely for the accommodation of Exhibitor and OFC/NFOEC Management shall not be liable for any loss, damage, or injury to such property.

RESTRICTIONS: Exhibitor's activities shall be restricted to Exhibitor's booth space 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, Exhibitor 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 Exhibitor's normal course of business, nor permit any third party to solicit business in Exhibitor's space. Multiple-company sharing of exhibition space shall require advance written permission from OFC/NFOEC Management.

COMPETING EVENTS: Exhibitor 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 Exhibitor's booth is forbidden.

MUSIC: Due to licensing restrictions, the use of music in presentations, including video presentations, is prohibited unless Exhibitor 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 Exhibitor 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): Exhibitor is solely responsible for ensuring that its booth is in full compliance with the ADA, and for all costs related thereto.

BOOTH PERSONNEL: Exhibitor must have staff present at booth during all open exhibition hours. Exhibitor's personnel shall conduct themselves in a professional manner at all times. All booth personnel must be dressed appropriately to conduct business. Inappropriate attire includes, but is not limited to, sexually suggestive or obscene outfits or costumes unrelated to the topic of the meeting.

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.

CHILDREN: In the interest of safety, no person under 18 years of age will be allowed on the show floor during exhibition set-up and tear-down hours. During open exhibit hours, children 12 years old and under must be accompanied by a supervising adult at all times. Parents of younger children may request an exemption from OFC/NFOEC Management in the event of extraordinary circumstances. No matter what the age of the child, as a condition of the child's admission to the Exhibit Hall, parents must agree to abide by OFC/NFOEC Management's rules regarding children and to be responsible for the child and assume all responsibility for damage to exhibits and equipment. Strollers are not allowed on the show floor at any time.

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, Exhibitor 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 Exhibitor all payments made for exhibit 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: Exhibitor shall carry adequate insurance to protect itself against bodily injury (including death) and property damage claims arising from Exhibitor'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. Exhibitor shall furnish OFC/NFOEC Management with a Certificate of Insurance verifying such coverage prior to March 12, 2010.

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

INDEMNIFICATION: Exhibitor 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 Exhibitor, 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 Exhibitor against loss. The responsibility of the OFC/NFOEC Conference and its Sponsors to Exhibitor 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 Exhibitor, 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. Exhibitor is solely responsible for the security of its property and the property of others under its control.

WAIVER: Exhibitor acknowledges that the OFC/NFOEC Conference, its Sponsors, the Convention Center, and the Operator do not carry insurance coverage for Exhibitor's property. Exhibitor agrees to bear all risk of any bodily injury (including death) or property damage or loss which Exhibitor or its contractors, or their respective officers, directors, employees, representatives, servants, agents, invitees, licensees, or subcontractors might sustain as a result of Exhibitor's participation in the OFC/NFOEC Conference. Exhibitor 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 Exhibitor'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. Exhibitor 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. Exhibitor 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 Exhibitor.

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.

Free Additional Listings

2010 Exhibit Buyers' Guide Additional Listing Order Form

Fax form to +1 202.416.1408

- **Deadline:** This form must be received no later than December 24, 2009 for companies to be guaranteed inclusion in the printed Exhibit Buyers' Guide.
- Listing appears online and in printed Exhibit Buyers' Guide.
- A separate password will be assigned for each additional listing.
- Allow 3 business days for request to be processed.
- Additional listing is for the purpose of the Buyers' Guide and online exhibitor list only and does not apply to registration or other exhibit services.
- Additional companies below will not receive an ID sign. For pricing and ordering information on ID signs, contact Hargrove Inc. at customerservice@hargroveinc.com.
- Direct questions to +1 202.416.1972 or exhibits@ofcconference.org

Contracted Company: _____

Contact Name: _____

Phone: _____ Fax: _____

Email: _____

Booth No: _____

Additional companies: *(for each company, please complete the information on the second page)*

1.	4.
2.	5.
3.	6.

(continued on next page)

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Please complete the following information for each company to be listed. If no editorial listing is submitted by the deadline, the information provided below will be published. *Use additional pages if needed.*

#1	Company Name:
	Contact Name:
	Mailing Address:
	City:
	State/Province:
	ZIP/Postal Code:
	Country:
	Company Phone:
	Company Toll Free:
	Company Fax:
	Company Email:
	Company Web Site:
#2	Company Name:
	Contact Name:
	Mailing Address:
	City:
	State/Province:
	ZIP/Postal Code:
	Country:
	Company Phone:
	Company Toll Free:
	Company Fax:
	Company Email:
	Company Web Site:
#3	Company Name:
	Contact Name:
	Mailing Address:
	City:
	State/Province:
	ZIP/Postal Code:
	Country:
	Company Phone:
	Company Toll Free:
	Company Fax:
	Company Email:
	Company Web Site: