CONTRACT FOR EXHIBIT SPACE/MARKETING OPPORTUNITIES

SCBE - January 24-26, 2012 ● Orange County Convention Center ● Orlando, FL

Company Name | Company Name Listed in Show Program (If different)

Administrative Contact | Title | Administrative Email

Company Address | City | ST | Zip

Phone | Cell | Company URL

Marketing Director/Manager | Title | Marketing Dir/Mgr Email

Competitors (You Don't Want to be Near) | Type of Product

INSTRUCTIONS

Complete contract in full and fax to (617) 663 6003 to secure a booth/MPO/sponsorship opportunity in SCBE2012. Show Management will confirm booth location, sponsorship opportunity and/or marketing/promotions opportunity (MPO) based on current availability. You may supply credit card information, or 1105Media can forward an invoice upon receipt of faxed Contract

BOOTH/MPO/SPONSOR FEES AND PAYMENT TERMS

A signed contract cannot be cancelled without fee (50% of all fees). A non-refundable and non-transferable payment of 50% of the exhibit fee/sponsorship/MPO value is due and payable with contract or within 30 days. Full payment is due 120 days before the event (October 4, 2011). Contracts submitted after October 4, 2011 must be accompanied by payment in full or within 30 days. After October 4, 2011, this contract cannot be cancelled without 100% of fees due in full. We are unable to make exceptions to this deadline. Specific booth locations are not considered reserved until we have received your signed contract with payment. Please refer to the "Cancellation Policy" set forth in the Terms and Conditions on the reverse. Any changes (Upgrades/Downgrades/Cancellation) to this contract need to be communicated in writing to SCBE Sales Department. Verbal changes will not be accepted.

2012 SCBE Booth Selection 1st Choice_____ 2nd Choice_____ **(SCBE to Complete) Selection**_____

2012 BOOTH RATE: ($31.00) per sq.ft.* ($3,100) per booth unit * ($250 Corner Charge)

_____Booth Units _____Corner Charges

2012 MPO/Sponsorship Items

_____Product Spotlight Package ($1,100 Add On)
_____Design Gallery ($2,200)
_____Featured Exhibitors Email/Listing ($1500 Add On)
_____Custom Email ($2500 Add On)
_____Exhibit Hall Passport Program ($1,000 Add On)
_____Traffic Driver Package ($2,850 Add On)
_____Attendee Bag Insert ($1,500 Add On)
_____Program Ad ($1,500 Add On)
_____Exhibit Floor Theater Speaking Session ($2,750 Add On)
_____Other (_____)

2012 TOTALS: BOOTH:$_____Sponsor/MPO/Add-ons$_____Total$_____

Credit Card Number: _____Expiration Date:_____

Name on Card:_____Signature of Card Holder: _____

Billing Address: _____City: _____ State:_____Zip:____ Security Code on back of Card: _____

If paying by check: mail copy of contract with check to: 1105Media Inc., SCBE Show Management, PO Box 894085, Los Angeles, CA 90189-4085. Make check payable to 1105 Media Inc, Fed ID#20-4583700

Contract Agreement - We understand that this application becomes a contract when signed by us and accepted by Show Management. We agree to abide by the conditions printed on the reverse side of this contract (please read carefully.) Contract will not be processed without a signature.

X_____
SIGNATURE & TITLE OF EXHIBITOR REPRESENTATIVE DATE

X_____
ACCEPTED BY SHOW MANAGEMENT (1105 Media Inc.) DATE

A copy will be returned to you confirming your assigned space. Email any questions and/or changes to avoltz@1105media.com.

SCBE Mgmt Use Only: Rep#_____

CONTRACT FOR SPACE: This application for exhibit space, the formal notice of space assignment by Management, these Rules & Regulations and the rules and regulations set forth in the EXHIBITOR Manual constitute a contract for the right to exhibit at SCBE. EXHIBITOR also agrees to comply with the regulations of the Orange County Convention Center.

EXHIBIT LIMITATIONS: Exhibits may not project beyond the space allotted and aisles must be kept clear for traffic. Exhibits shall not obstruct the view or interfere with traffic to exhibits of others, and must be constructed in compliance with Display Rules & Regulations as developed, including Endcap Restrictions, accepted and endorsed by IAEM, EDPA, ESCA, and IEA (copy provided with EXHIBITOR manual and available again upon request).

SOUND: Show Management reserves the right to determine at what point sound constitutes interference with others and must be discontinued or modified. Any method to project sound beyond the confines of the exhibit booth is expressly prohibited.

OFFICIAL DECORATOR: Freeman Decorating shall be the Official Decorator, Drayage Contractor and Labor Contractor for this event and shall have the exclusive right to supply all equipment, furniture, carpeting and decorating materials, drayage and non-technical manpower, on a rental basis to individual EXHIBITORS.

BOOTH ASSIGNMENT: EXHIBITOR shall not reassign, sublease or share assigned exhibit space with any person, firm or other entity **without prior written notification to and written approval of** Show Management. Show Management reserves the right to alter the location of exhibits as shown on the official floor plan, if deemed advisable and in the best interest of the show. Firms and representatives of firms not assigned exhibit space are prohibited from soliciting business in any form in the exhibition area. Violators of this prohibition will be promptly ejected from the exhibition area.

RIGHT OF REFUSAL AND/OR CANCELLATION: Show Management reserves the right to cancel this agreement whenever it discovers that EXHIBITOR'S product is not as described in this agreement or is incompatible, in the opinion of Show Management with the purposes of the SCBE event. Contract for space may also be canceled if the EXHIBITOR'S demeanor is deemed inappropriate or disruptive by Exhibit Management.

INSURANCE AND HOLD HARMLESS AGREEMENTS: General comprehensive, liability and workers compensation insurance must be obtained by EXHIBITORS at their own expense, showing Show Management. and SCBE. as additional insured's. Proof of insurance must be submitted to Show Management upon request.

The EXHIBITOR will indemnify, defend, and hold harmless Show Management, SCBE and its sponsors, the County, the Facility's owner and management, and their respective owners, directors, officers, employees, agents and representatives, against all claims, actions, demands or liability of whatsoever kind and nature, including but not limited to judgments, interest, reasonable attorneys' fees, expert witness fees, and all other related costs and charges arising out of EXHIBITOR'S activities related to the exhibition or any breach of the EXHIBITOR Rules and Regulations, claims of property or personal injury caused by or attributed in part or in whole to any action or failure to act whether by negligence or otherwise, on the part of the EXHIBITOR or any of its directors, officers, employees, agents, representatives or contractors, excluding liability caused by the sole negligence or willful misconduct of Show management and SCBE, its sponsors and their respective owners, directors, officers, employees, representatives and agents.

LIMITATION OF LIABILITY: EXHIBITOR ASSUMES THE ENTIRE RESPONSIBILITY AND LIABILITY FOR ALL DAMAGES OR LOSSES TO SHOW MANAGEMENT AND SCBE, INC., THE FACILITY, PERSONS OR PROPERTY THAT OCCUR AS A RESULT OF THE NEGLIGENCE OR ANY ACTIONS OF EXHIBITOR OR ITS OFFICERS, EMPLOYEES, AGENTS, REPRESENTATIVES, INVITEES AND GUESTS DURING THE ENTIRE EXHIBITION PERIOD.

EXHIBITOR AGREES THAT TO THE MAXIMUM EXTENT PERMITTED BY LAW, SHOW MANAGEMENT AND SCBE, INC., THE FACILITY AND ANY OF THEIR RESPECTIVE OFFICERS, AGENTS, EMPLOYEES OR REPRESENTATIVES WILL NOT BE HELD LIABLE FOR ANY LOSS OR DAMAGE TO ANY EXHIBITS, OR MATERIALS, GOODS OR WARES (COLLECTIVELY "PROPERTY") BELONGING TO THE EXHIBITOR, AND THEY ARE RELEASED FROM LIABILITY FOR ANY DAMAGE, LOSS OR INJURY TO PERSON OR PROPERTY OF THE EXHIBITOR OR ITS OFFICERS, EMPLOYEES, AGENTS, REPRESENTATIVES, INVITEES AND GUESTS, RESULTING FROM FIRE, STORMS, WATER, ACTS OF GOD, AIR CONDITIONING OR HEATING FAILURE, THEFT, MYSTERIOUS DISAPPEARANCE, BOMB THREATS OR ANY OTHER CAUSES.

INDEMNIFICATION: Show Management for their respective owners, directors, officers, employees, agents, and representatives, shall indemnify, hold harmless, and defend Exhibitor, its officers, directors, agents, and employees, against all claims, liabilities, damages, losses, and expenses, including attorneys fees and cost of suit arising out of or in any way connected with the gross negligence or willful misconduct of Show Management or any of its agents.

DISPUTES: Exhibitor agree that any and all disputes in any way relating to or arising out of this agreement or the assignment, use, denial, change or cancellation of exhibit space, shall be submitted to the American Arbitration Association (AAA) for arbitration before a single arbitrator in accordance with eh rules of AAA then in force and effect as the sole and exclusive remedy for resolving such controversies. The parties agree that the decision of the arbitrator shall be final and binding and that a judgment may be entered on such arbitration award in any court of competent jurisdiction. The parties agree that any such arbitration shall take place in Los Angeles, California. The prevailing party in any such arbitration shall be entitled to recover its costs and expenses, including reasonable attorney's fees incurred in connection with such arbitration. THE PARTIES ACKNOWLEDGE AND AGREE THAT BY SELECTING ARBITRATION AS THE SOLE AND EXCLUSIVE REMEDY FOR RESOLVING ALL DISPUTES AMONG THEM, THEY ARE WAIVING THEIR RIGHT TO A TRIAL BY JURY TO WHICH THEY MAY BE OTHERWISE ENTITLED.

TAXES AND LICENSES: EXHIBITOR shall be responsible for obtaining any licenses, permits or approvals required under local or state law applicable to their activity at SCBE. EXHIBITOR shall be responsible for obtaining tax identification numbers & paying all taxes, license fees or other charges that shall be due to any governmental authority in connection with their activity at the Exposition.

FIRE, SAFETY AND HEALTH: The EXHIBITOR agrees to accept full responsibility for compliance with city, county, state and federal Fire, Safety and Health Ordinances regarding the installation and operation of equipment. All exhibit materials and equipment must be reasonably located within the booth and protected by safety guards and devices where necessary to prevent personal accidents to spectators. The EXHIBITOR hereby represents and warrants to Show management and SCBE, Inc., that EXHIBITOR has taken all steps reasonably necessary in its judgment to ensure the sound engineering and structural integrity of its exhibit design and the proper construction and safety of the exhibit itself, as erected.

DEFAULT BY EXHIBITOR: EXHIBITOR shall be in default if it fails to pay at pre-identified dates the required sums under this agreement or breaches any of the provisions of this contract.

UNOCCUPIED SPACE: Show Management reserves the right, should any rented EXHIBITOR'S space remain unoccupied 2 hours prior to the published set-up day/hours, or should any space be forfeited due to failure to make payment in full, to sell paid or unpaid space to another EXHIBITOR or use space for such purpose as it may see fit without liability on its part. This clause shall not be construed as affecting the obligation of the EXHIBITOR to pay the full amount specified in the space rental contract. Failure to make payment of the full amount specified in the Contract for Exhibit Space by the cut-off date constitutes cancellation by the contracting EXHIBITOR.

EARLY TEAR-DOWN OR DISMANTLING: Early tear-down or dismantling of booths by EXHIBITORS is strictly prohibited. Early Tear-Down or dismantling disrupts the integrity of the show, and endangers attendees still in the exhibit hall. By signing this agreement EXHIBITORS agree to remain on the exhibit hall floor with their booths fully in place until the official close of the trade show, as published in their EXHIBITOR manual. Any EXHIBITORS dismantling their booths prior to the scheduled time will be **penalized a $250 fine**. This fine must be paid before the EXHIBITOR may apply to exhibit at future shows. In addition, any EXHIBITORS dismantling their booths early will be penalized with a loss of priority points for future booth selection. Show Management will monitor and enforce this rule.

CANCELLATIONS AND REFUNDS:
A non-refundable and non-transferable payment of 50% of the exhibit fee is due and payable with contract, and this contract cannot be cancelled without fee (50% of exhibit fees). Full payment is due 120 days before the event (October 4, 2010). Contracts submitted after October 4, 2010, must be accompanied by payment in full. After October 4, 2010, all exhibit space fees are due in full. We are unable to make exceptions to this deadline. Booths are not considered reserved until we have received your signed contract with payment and a confirmation has been returned to you. Please refer to the "Cancellation Policy" set forth in the Terms and Conditions on the reverse. Any changes (Upgrades/Downgrades/Cancellation) to this contract need to be communicated in writing to SCBE Sales Department. Verbal changes will not be accepted. Exhibitor shall be liable for 100% of its exhibit fee unless written notice of cancellation is received by Management more than 120 days prior October 4, 2010) to the Show's opening. If written cancellation is received by Management more than 120 days prior to the Show's opening, Exhibitor shall be liable for 50% of its exhibit fee. Cancellation fees cannot be applied toward exhibit space at other shows, conferences, advertising, online activities and list rental. Upon any cancellation of this agreement or withdrawal by Exhibitor from the Show, Management shall have the right, but not the obligation, to license the subject Show space to another exhibitor prior to the Show without any rebate or allowance whatsoever to the Exhibitor and without in any way releasing said Exhibitor from any liability hereunder. There will be no refunds for "No-Shows".

EXCUSED NON PERFORMANCE/FORCE MAJEURE: If for any reason beyond the reasonable control of Show management or SCBE, Inc., including but not limited to acts of God, war, strikes, labor disputes, accidents, government requisitions, governmental restrictions or regulations on travel (including travel advisory warnings), facility availability, commodities or supplies, inability to secure sufficient labor, civil disturbance, terrorism or threats of terrorism as substantiated by governmental warnings or advisory notices, curtailment of transportation, disaster, fire, earthquakes, hurricanes, extreme inclement weather, epidemic, shortages or disruption of the electrical power supply causing blackouts or rolling blackouts (in the city where the facility is located), or any other comparable conditions, Show management or SCBE, Inc. is unable to fulfill its obligations under this Agreement, the Parties may terminate this Agreement without liability, and Show management or SCBE, Inc. may retain the earned portion of the Exhibit Fee required to recompense it for expenses incurred up to the time of terminating the event. Any remaining unearned Exhibit Fee will be returned to the EXHIBITOR.

Additionally, if any part of the Facility is damaged or if circumstances beyond Show management or SCBE, Inc.'s reasonable control make it impossible or impractical for Show management or SCBE, Inc. to permit EXHIBITOR to occupy or continue to occupy the assigned Exhibit space location during any part of or the entire exhibition, EXHIBITOR will only be charged a pro rata Exhibit Space Rental Fee for the period that the Exhibit space was or could have been occupied by EXHIBITOR. Furthermore, in no event will Show management or SCBE, Inc., the County, the Facility, or their respective owners, directors, officers, employees, agents and representatives be liable for any consequential, indirect, special or incidental damages of any nature or for any reason whatsoever.

AUTHORITY TO SIGN: EXHIBITOR agrees that they have the requisite authority to enter into this Agreement and bind the company or party for whom they sign, and to abide and be bound by all of the terms, conditions, all EXHIBITOR Rules and Regulations stated under this Agreement, the EXHIBITORS' Manual, any schedules, or to any amendments to the same, all of which are integral to and incorporated by reference into this Agreement. All points not covered are subject to the decision of the Exhibit Manager. Further, EXHIBITOR agrees that Show management will have full power in a matter of interpretation, amendment and enforcement of all EXHIBITOR Rules and Regulations. In all instances, Show management rulings will be final. All rights and privileges granted to EXHIBITOR under this Agreement and any subsequent amendments are subject to and subordinate to the master lease between Show management, SCBE, Inc. and the Facility.