2027 DISPLAY WEEK INTERNATIONAL EXHIBITION
Conference: June 6-11, 2027; Exhibition: June 8-10, 2027
San Jose Convention Center, San Jose, California

Payment Schedule | Cancellation and Downsizing Schedule | Terms and Conditions

PAYMENT SCHEDULE: The full payment schedule is shown sequentially and on a cumulative basis set forth here:

$500 deposit due required when securing exhibit / meeting room space.
By October 15, 2026 50% due and payable
By January 15, 2027 100% due and payable
Payment not made by due dates may result in cancellation of space.

Booth Space Rates and Schedules

• On-Site (Until May 8, 2026)	$48 per square foot
• Regular (Until January 15, 2027)	$52 per square foot
• Delayed (After January 15, 2027)	$56 per square foot
• Corner rate	$125

Meeting Room Spaces and Rates

Exhibitor Rates

	By January 15, 2027	After January 15, 2027
Large room (16' x 18') Three (3) day rental without ceiling	$8,500	$10,000
Large room (16' x 18') Three (3) day rental with ceiling	$10,500	$12,000
Small room (10' x 10') Three (3) day rental without ceiling	$5,500	$6,000

Non-Exhibitor Rates

	By January 15, 2027	After January 15, 2027
Large room (16' x 18') Three (3) day rental without ceiling	$14,000	$14,000
Large room (16' x 18') Three (3) day rental with ceiling	$16,000	$16,000
Small room (10' x 10') Three (3) day rental without ceiling	$7,000	$7,000

Large meeting room comes with a B&W sign with company name and room number, 10-amp electric outlet (20-amp for rooms with a ceiling), conference table, 12 padded side chairs, and a locked door.
All small meeting rooms come with B&W sign with company name and room number, 10-amp electric, round table, 4 chairs, and a locking door.

Payment Failure/Exhibitor Cancellation or Downsizing

Failure to make payments in accordance with payment schedule does not release the contractual or financial obligation on the part of the Exhibitor. Exhibitor will be liable for any cancellation expense, including reasonable attorney's fees, "reasonable" to be construed as not less than twenty-five percent (25%) of the amount of all other moneys determined to be owed by the Exhibitor.

In the event the Exhibitor cancels or downsizes the Exhibit Space contracted herein, the Exhibitor must do so in writing to: SID at exhibitor@sid.org, which writing must be received by the dates listed herein and the Exhibitor will be obligated to pay SID liquidated damages based on the Cancellation and Downsizing schedules, below.

Cancellation and withdrawal liability schedule:
- Before October 15, 2026: 25% of the total cost of exhibit and meeting space
- On or after October 15, 2026 and before January 15, 2027: 50% of the total cost of exhibit and meeting space.
- On or after January 15, 2027: 100% of the total cost of exhibit and meeting space

Downsizing Schedule:
- Before October 15, 2026: 25% of the difference between the total cost of exhibit and meeting space

- On or after October 15, 2026 and before January 15, 2027: 50% of the difference between the total cost of exhibit and meeting space
- On or after January 15, 2027: 100% of the difference between the total cost of exhibit and meeting space

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TERMS AND CONDITIONS

1. **Definitions**. "Exhibition" means the specific expositions or conferences identified on the front hereof; "Management" means Society for Information Display, a California non-profit organization, together with each of its officers, directors, shareholders, agents, affiliates, representatives, employees and assigns, unless the context requires otherwise; "Exhibitor" means the applicant identified on Application and Agreement for Exhibit Booth and Meeting Room Space" ("Page 1"), together with each of its officers, directors, shareholders, agents, affiliates, representatives, employees and assigns, as applicable; "Venue" means the facility(ies) or venue(s) in which the Exhibition is conducted; "Application" means these General Terms and Conditions, Page 1, any Management attachment hereto or thereto and any other terms incorporated by reference herein or therein (as each may be amended solely by a duly authorized representative of Management), the Exhibition services manual, and all rules and regulations of the Venue applicable to the Exhibition.

2. **Application Acceptance.** Upon Management's acceptance of this Application, Exhibitor shall be entitled to participate in the Exhibition as an exhibitor. The Application permits Exhibitor to occupy and utilize the booth area, meeting room(s) or other space assigned to it by Management (collectively, the "Exhibit Space") to exhibit permitted products at the Exhibition and to utilize, where applicable, Management-provided services. Exhibitor acknowledges that its deposit shall be processed by Management upon receipt, but that such processing does not constitute an acceptance of the Application and does not grant Exhibitor an Agreement. Exhibitor hereby acknowledges and represents to Management that Exhibitor has received and thoroughly read, understood, and agrees with these General Terms and Conditions and the foregoing Schedule A and Page 1**.**

3. **Limitation of Liability.** Neither Management nor the Venue, their respective affiliates, representatives, employees and agents, shall be responsible for, nor have any liability arising from or related to submission of an Application and/or participation in the Exhibition, including any loss or damage to displays or goods belonging to Exhibitor, whether resulting from, without limitation, fire, storms, acts of God, air conditioning or heating failure, theft, pilferage, disappearance, bomb threats, terrorism, roof leaks, Exhibitor booth visitors and guests, shipments coming in or out of the Venue or Exhibit Space, inadequately packed property, or other causes. All such items are brought to the Exhibition and displayed at Exhibitor's own risk, and should be safeguarded at all times. If Exhibitor's products to be exhibited and/or display materials fail to arrive, Exhibitor is nevertheless responsible for Application fees. Management shall provide the services of a protective agency during the period of installation, show and dismantling, and Exhibitor agrees that the provision of such services constitutes adequate discharge of all obligations of Management to supervise and protect Exhibitor's property within the Exhibition. Exhibitor may furnish additional guards at its own cost and expense only with the prior written consent of Management. Management makes no representations or warranties with respect to the number of attendees or the demographic nature of such attendees. In no event shall Management or the Venue, or any of its affiliates, representatives, employees, and agents, be liable for any special, incidental, indirect, punitive, or consequential damages arising out of or in connection with this Application. The liability of Management and its affiliates, representatives, employees and agents and Exhibitor's remedy for any claim of loss or damage arising from or related to this Application, regardless of the form of action, shall be limited to one-half of the fees paid to Management here und Exhibitor acknowledges and agrees that Management makes no representation or warranties with respect to the number of exhibition attendees or the demographic nature of such attendance.

4. **Interpretation.** Management shall, in its sole discretion, determine any dispute or conflict with respect to any matters not specifically covered by the Application. Management shall have full power in the matter of interpretation, amendment, and enforcement of the Application.

5. **Amendments**. Amendments to this Application by a duly authorized representative of Management shall be incorporated herein, and Exhibitor shall be subject to the provisions of the Application and Agreement as so amended when written notification is sent to Exhibitor (which may be communicated by e-mail).

6. **Cancellation, Withdrawal and Downsizing; Liquidated Damages**. The parties agree that quantifying losses arising from Exhibitor's cancellation, withdrawal or downsizing of the exhibit space, meeting space, sponsorship and promotion is inherently difficult, as Management shall incur expenses, allocate resources, and take other actions in connection with the tasks necessary to facilitate and manage the Exhibition. The parties further agree that the agreed-upon sum is not a penalty, but rather a reasonable measure of damages based upon the parties' experience in the exhibition industry and the nature of the losses that may result from such cancellation, withdrawal or downsizing of exhibit space, meeting space, sponsorship, and promotion. Exhibitor must provide written notice to Management for any cancellation, withdrawal, or downsizing. The date Management receives such notice shall be the effective date of such cancellation, withdrawal, or downsizing (the "Effective Date"). Any cancellation or withdrawal by Exhibitor entitles Management to the full amounts shown on Schedule A. If, at the Effective Date, Exhibitor has already paid fees in an amount greater than the liquidated damages amount owed, Management shall refund the difference between the amount already paid and the liquidated damages amount to Exhibitor. Cancellation fees cannot be applied toward exhibit space, meeting space, sponsorship and promotion at other shows or advertisement. Upon any such cancellation, withdrawal or downsizing, Management shall have the right, but not the obligation, to license the subject exhibit space, meeting space, sponsorship, and promotion to another exhibitor prior to the Exhibition without any rebate or allowance whatsoever to the Exhibitor and without in any way releasing said Exhibitor from any liability hereunder.

7. **Downsizing of Original Space.** If Exhibitor downsizes its originally agreed exhibit space or meeting space requirements, it shall pay to Management (1) an amount equal to its revised financial obligation due for its decreased Exhibit Space requirements, and (2) liquidated damages in the amount shown for Downsizing on Schedule A.

8. **Eligible Exhibits**. Exhibitor shall exhibit materials, products or services directly related to the Exhibition's industries and of specific interest to attendees. Management reserves the right to determine the eligibility of any exhibit for display. Only Exhibitor's name or logo may appear on signage placed on the Exhibit Space and in the Exhibition exhibitor list. No exhibits or advertising shall be allowed to extend beyond or above the back and side rails of the Exhibit Space, without Management's prior written consent. Exhibitors are prohibited from soliciting prospective employees, and employee-recruiting activity of any kind without Management's prior written consent.

9. **Displays in Exhibit Space**. Only Exhibitor's products may be displayed in the Exhibit Space. Exhibits must be used solely for the purpose of promoting Exhibitor's products and/or services and shall not be used for other business purposes. Exhibitor shall not use the Exhibit Space to

promote any other exhibition or conference without Management's prior written consent. Management rulings with regard to any Exhibit Space use are final. Exhibitor's exhibit shall be admitted and permitted to remain solely by strict compliance by Exhibitor with the Application and Agreement. Management reserves the right to reject, eject or prohibit any exhibit, in whole or in part, Exhibitor or any of its representatives, upon Management's good faith determination that the same is not in accordance with the Application and Agreement. Management shall provide no refunds in the event of such rejection, ejection, or prohibition.

10. **Permitted Publications**. Management reserves the right to determine the eligibility of any publication for display or distribution. Publications which contain advertisements purchased by exhibitors and which (a) are published only during the Exhibition or (b) otherwise target the Exhibition and its customers are not eligible products for display or distribution from any Exhibit Space or from anywhere in the Venue or its grounds. For the avoidance of doubt, non-official show dailies are not eligible products for display or distribution. Exhibitor shall not exhibit, offer for sale, give as a premium, hand out, distribute, or advertise articles or publications not manufactured or sold in its own name.

11. **Intellectual Property**. Management expects Exhibitor to respect the intellectual property rights of other parties. Exhibitor shall not display any product that is counterfeit or in any way infringes trademarks, copyrights, patents, or other intellectual property of a third party. Exhibitor warrants that the names, logos, artwork and other content Exhibitor or its agents submitted for use in any media (including, but not limited to, ads, the Exhibition website, or any Exhibition publication) shall not infringe the intellectual property rights of any third party and shall not contain anything which is libelous, obscene, indecent, blasphemous or in any way unlawful. In cases of documented intellectual property infringements, Management reserves the right to exclude the infringer from current and future Exhibitions. However, this stipulation does not create an obligation for Management to take such action. Management does not accept liability for intellectual property infringements that may be committed by Exhibitor

12. **Intellectual Property Disputes Between Exhibitors; Service of Process and Orders.** Neither Exhibitor nor its agents (including, but not limited to, legal counsel or process servers) shall serve process on any other Exhibition participant during the hours the Exhibition is open to attendees. If Exhibitor has obtained a judicial/administrative relief order against another Exhibition participant, and Exhibitor has no reasonable alternative to serving such order on the Exhibition participant during the Exhibition, then Exhibitor or its agent shall use its best efforts to serve such order during the hours the Exhibition is closed to attendees. Notwithstanding the foregoing, Exhibitor shall provide Management written notice of the order obtained (including a copy of such order) so that a Management representative may escort Exhibitor or its agent to the booth of the Exhibition participant to be served and minimize any disruption to the Exhibition caused by such service. Exhibitor agrees to use its best efforts to resolve any intellectual property disputes with other Exhibition participants by no later than one week prior to the Exhibition's first move- in day for exhibitors and in a location other than the Venue.

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13. **No Sub-Licensing.** Exhibitor shall not sub-lease, assign or transfer the exhibit space or meeting space without Management's prior written consent. Exhibitor shall not permit any person other than Exhibitor to booth-share, or otherwise occupy or conduct business in Exhibit Space, or any part thereof, without Management's prior written consent.

14. **No Assignment.** This Application is non-assignable by Exhibitor. Any attempted assignment of the Application by Exhibitor shall be null and void and shall constitute a breach, resulting in termination of this Application. Management may assign this Application at any time to its affiliate or any owner/purchaser of the Exhibition, by operation of law or otherwise, without the prior written consent of Exhibitor, and any such assignee shall become "Management" for all purposes hereunder and shall acquire all of rights and obligations of Management hereunder.

15. **Custom Booths**. If Exhibitor shall use a custom booth in the Exhibit Space, it shall provide Management promptly upon request (and no later than 30 days prior to the Exhibition) detailed construction drawings showing all dimensions and orientation of such custom booth.

16. **Exhibitor Conduct.** Exhibitor may distribute samples, souvenirs, permitted publications and similar items, or conduct other sales or sales promotion activities only from within its Exhibit Space. Management retains sole discretion to approve, control or prohibit retail sales and what types of samples and other items may be distributed and where such samples may be distributed. Any Exhibitor demonstration, distribution or activity that results in obstruction of aisles or prevents ready access to other exhibitors' booths is prohibited and shall be suspended permanently or for any periods specified by Management.

17. **Compliance with Laws; Rules and Regulations**. Exhibitor shall comply with all federal, state, and local laws applicable to its participation in, and activity at the Exhibition. Exhibitor shall be responsible for obtaining all required licenses, permits, approvals and permissions applicable to its participation in, and activity at the Exhibition. Exhibitor shall be responsible for obtaining any tax identification numbers and paying all taxes, license fees or other charges that shall become due to any governmental authority in connection with its activities at the Exhibition. Exhibitor shall also comply with all rules and regulations promulgated by or on behalf of the Venue or ASM Global pertaining Exhibitor's use of the Exhibit Space and Exhibitor's related activities at the Venue ("Rules and Regulations").

18. **Union Work Rules**. Exhibitor shall abide by union work rules and jurisdictions of the city and Venue, if applicable, including the Venue's exclusive services.

19. **Good Neighbor Policy**. Exhibitor shall operate within the Exhibit Space so as not to annoy, endanger or interfere with the rights of other exhibitors or attendees. Management may, in its sole discretion, prohibit any action resulting in complaints from other exhibitors or attendees and which interferes with the rights of others or exposes them to annoyance or danger. Exhibitor's unreasonable interference with, or inconvenience to the Exhibition, exhibitors or attendees shall be deemed a breach of the Application.

20. **Exhibitor Representatives; Exhibit Space**. Exhibitor representatives shall be restricted to Exhibitor's employees and authorized representatives and must be 18 years of age or older. Management may, in its sole discretion, limit the number of Exhibitor's representatives in the Exhibit Space. Exhibitor's representatives shall at all times wear badge identification furnished by Management. Exhibitor acknowledges that it shall require its representatives to dress and conduct themselves in an appropriate and professional manner. Management reserves the right to determine, in its sole discretion, whether the character and attire of Exhibitor's representatives is acceptable. Exhibitor representatives must staff the Exhibit Space during all hours the Exhibition is open. Exhibition Hours: Tuesday, 10:30 am –6:30 pm PT; Wednesday, 9:00 am – 5:00 pm; Thursday, 9:00 am – 2:00 pm PT.

21. **Default in Occupancy**. The actual occupancy by Exhibitor of the exhibit space and meeting space is a material obligation of Exhibitor and is of the essence of this Application. If the exhibit space and meeting space is not occupied by the time set for completion of installation of displays, and continuously occupied during Exhibition hours, the exhibit space and meeting space may be re-possessed by Management for any purpose it may see fit without in any way releasing Exhibitor from any liability hereunder.

22. **Safety and Fire Laws; Electrical Safety; No Smoking**. Exhibitor must strictly observe all applicable fire and safety laws and regulations.

Drapes and all other cloth decorations must be flameproof. Wiring must comply with local fire department, governmental agency fire inspection ordinances and underwriters' rules. Smoking (including electronic cigarettes) in the Venue is limited to designated areas. Crowding shall be restricted, and aisles and fire exits must not be blocked at any time. Products for display, signage, banners, and decorations must not violate applicable fire codes. No storage behind exhibits is provided or permitted; however, storage within non-public booth areas is permitted with Show Management permission. Display wiring must exhibit all applicable seals of official approving agencies as may be required by the Venue. All displays must meet the building codes of the city in which the Exhibition takes place.

23. **Exhibitor Breach**. If Exhibitor breaches any of its obligations under this Application, Management (1) may immediately, without notice, prohibit Exhibitor from exhibiting at the Exhibition and all future shows and exhibitions run by Management and terminate this Application, (2) shall retain all amounts paid hereunder and Exhibitor shall pay Management any remaining balance outstanding according this Application, and (3) may pursue any other legal or equitable remedies to which it is entitled. Further, Management may thereupon direct Exhibitor to immediately remove its employees, any of its representatives and agents, its merchandise and other property from the Venue.

24. **Resolution of Certain Disputes**. If there is a dispute or disagreement between (1) Exhibitor and an official contractor, (2) Exhibitor and a labor union or labor union representative, or (3) Exhibitor and one or more other exhibitors, Management will work with Exhibitor to mitigate the dispute or disagreement, however, Management's interpretations of the rules governing the Exhibition and its actions or decisions concerning the dispute or disagreement and its resolution shall be binding on Exhibitor.

25. **Electronic Communications**; Exhibitor Directory, Exhibition Website and Exhibition Publications. By providing Management with its e-mail address(es), Exhibitor hereby consents to receiving unsolicited commercial e-mail messages from Management, its affiliates, partners, and assigns, and third parties licensed to send such messages to Exhibitor by any of the foregoing. Exhibitor authorizes Management to publish Exhibitor's directory entry on the Exhibition website, in the official catalogue for the Exhibition and in any other directory relating to the Exhibition or relevant industry. Exhibitor is required to complete its own directory entry on the Exhibition website. If Exhibitor fails to complete its directory entry on the Exhibition website, Management shall be entitled to enter Exhibitor's details from Page 1 and an exhibit description from a previous Exhibition year (if available) on its behalf. Management shall not be liable for any omissions, misquotations, or other errors in the Exhibition directory, on the Exhibition website, in the official catalogue of the Exhibition, in the Exhibitor service manual or any other media.

26. **Publicity and Promotion; Permissions**. Exhibitor grants Management a fully paid, perpetual, non-exclusive worldwide license to use Exhibitor's name, trademarks, service marks, logos, trade names, copyrighted content, hypertext links, domain names, icons, buttons, banners, graphic files and images, and the likeness of any person or products exhibited in all media formats (whether now known or hereafter existing) in connection with the promotion and publicity of the Exhibition. Exhibitor waives the right to inspect or approve the finished product. Exhibitor also waives all rights to royalties or other compensation arising out of or related to use of Exhibitor's name, logo and products and the likeness of any Exhibitor personnel in such advertising media.

27. **Photography**. The photographic rights for the Exhibition are reserved to Management. In that regard, Management may also take photographs, motion pictures and/or video recordings of Exhibitor's booth space, exhibit and related merchandise and displays, and its personnel, and Exhibitor consents to Management's use of such recordings for promotional purposes. Exhibitor may request photography services from the official Exhibition photographers, if desired. All other photography is strictly prohibited without Management's prior written consent. Photographing other exhibitors' booths or products is strictly prohibited, and such violations may result in ejection from the Exhibition and/or confiscation of camera equipment.

28. **Damage to Property**. Exhibitor is liable for any damage it or its agents cause to the Venue's floors, ceilings, walls, or columns, or to standard booth equipment, or to other exhibitors' property.

29. **Booth Maintenance**. Exhibitor shall maintain daily cleanliness of exhibit space. Cleaning of exhibit space shall take place at times other than Exhibition hours. Management will only be responsible for cleaning of aisle space and public areas

30. **Right of Entry and Inspection**. Management shall have right at any time to enter licensed area occupied by Exhibitor or otherwise inspect Exhibitor's materials.

31. **Indemnity**. Exhibitor shall indemnify, defend on a current basis and hold harmless Management, the Exhibition's owner(s) and sponsors, the Venue owner, and the city in which the Exhibition is being held if the city owns the Venue, and each of their respective officers, directors, employees, agents and representatives, from and against all claims, losses, suits, damages, judgments, expenses, costs (including, without limitation, reasonable legal fees) and charges of every kind arising out of or resulting from (1) its execution of this Application or its occupancy of the Exhibit Space or its presence at, or participation in the Exhibition, (2) the actions, inactions or negligence of Exhibitor, its agents, representatives or employees (including Exhibitor appointed contractors), (3) the breach by Exhibitor of any term or provision of this Application, (4) Exhibitor's infringement of the intellectual property rights of any third party, whether knowingly or unknowingly, and whether intentionally or unintentionally (including, but not limited to, the sale or distribution of pirated goods and counterfeits/"knock-offs" of existing products and services), (5) Exhibitor's submissions to Management, including but not limited to ads, Exhibitor directory, the Exhibition website and Exhibition publications, (6) Exhibitor's allegations of infringement against another Exhibition participant, including Exhibitor's service of process on another exhibitor, (7) Exhibitor's service of a judicial/administrative order on another Exhibition participant, (8) Exhibitor's use of music, or (9) Exhibitor's violations of any legal and/or regulatory requirements, including, without limitation, Rules and Regulations.

32. **Due Execution**. If the individual holding herself/himself out as duly authorized to execute this Application is not so authorized, he or she hereby covenants to indemnify Management (and its affiliates and their respective officers, directors, employees and other agents) from and against all claims, losses, suits, damages, judgments, expenses, costs (including, without limitation, reasonable legal fees) and charges of every kind caused by her/his execution of this Application and (without limitation) shall be personally liable to Management for all payments that would have been payable to Management by Exhibitor had this Application been duly executed on behalf of Exhibitor.

33. **Insurance**. Exhibitor shall maintain at its sole cost and expense and throughout the duration of the Exhibition Commercial General Liability (the "CGL") insurance coverage with a minimum not less than $1,000,000 per occurrence and $2,000,000 aggregate, covering bodily injury (including death), personal injury, and property damage liability, with extraterritorial coverage. Such CGL insurance shall name as additional insureds SID and their affiliates, the Venue owner, the city in which the Exhibition is being held if the city owns the Venue, and any additional party Management may reasonably request. Exhibitor shall also maintain at its sole cost and expense Workers Compensation insurance in an amount compliant with at least the statutory minimum, for employees participating in the Exhibition, as required by law. A Certificate of Insurance must be submitted to SID, or its appointed collection agent, no later than 30 days prior to move-in. Failure to submit a valid

Certificate of Insurance (COI) by the required deadline may result in a delay or suspension of exhibitor services, including but not limited to move-in access, installation of services, and exhibitor credentials. Exhibitors who fail to provide satisfactory proof of insurance prior to the Event may be prohibited from exhibiting. In such cases, all payments made shall be forfeited and no refunds will be issued. Exhibitor's failure to comply with the insurance requirements in this Section shall not relieve Exhibitor of its indemnification obligations pursuant to Section 31 above. Exhibitor understands that neither Management nor the Venue maintains insurance covering Exhibitor's property, and it is the sole responsibility of Exhibitor to obtain such insurance. Exhibitor must maintain property insurance covering Exhibitor's property on an "all risk" basis at all times, including, without limitation, when (as applicable) property is stored in vaults on the Exhibition floor.

34. **Force Majeure**. The performance of this Agreement by Management is subject to a Force Majeure event (as defined below), making the Venue, in the sole discretion of Management, unfit for occupancy or the holding of the Exhibition, or which otherwise makes impossible, illegal, or commercially impracticable the performance of Management under this Application. Upon the occurrence of a Force Majeure event, Management may take such action as is reasonable under the circumstances, including termination of this Application or the postponement or relocation of the Exhibition (or any part thereof). Management shall not be responsible for delays, damage, loss, increased costs, or other unfavorable conditions arising by virtue of a Force Majeure event. As used herein, a "Force Majeure event" shall mean any cause or circumstance beyond Management's control (including, without limitation, matters relating to Covid-19 or similar pandemic situation) making it illegal, impossible, or commercially impracticable to hold the Exhibition or which otherwise has a materially adverse effect on the ability of Management to perform its obligations under this Application, including, but not be limited to: fire; casualty; flood; epidemic; World Health Organization travel advisory or travel alert; earthquake; volcanic eruption; explosion or accident; blockade embargo; inclement weather; governmental restraints; restraints or orders of civil defense or military authorities; act of public enemy; riot or civil disturbance; act or threatened act of terrorism, strike, lockout, boycott or other labor disturbance; Venue cancellation, inability to secure sufficient labor; technical or other personnel failure; impairment or lack of adequate transportation facilities; inability to obtain condemnation, requisition or commandeering of necessary supplies or equipment; local, state or federal laws, ordinances, rules, orders, decrees or regulations whether legislative, executive or judicial, and whether constitutional or unconstitutional; or acts of God**.**

35. **Termination of Application and Agreement and/or Exhibition.** If Management terminates this Application and Agreement and/or the Exhibition (or any part thereof) as a result of a Force Majeure, then Management may retain such part of the Application fee as shall be required to recompense it for expenses incurred up to the time such contingency shall have occurred, and there shall be no further liability on the part of either party. Management shall not be liable for any costs, damages, fees, or expenses of Exhibitor as a result of such termination.

36. **Postponement; Relocation**. If Management postpones and/or relocates the Exhibition (or any part thereof) as a result of a Force Majeure, then Management shall be entitled to retain the portion of the Application fee paid to date and said amount shall be applied to the Exhibition as though no postponement and/or re-location of Venue had occurred. Any remaining payments from Exhibitor shall be due in accordance with Page 1. If Exhibitor cancels participation because Management postpones and/or re-locates the Exhibition, Exhibitor shall be subject to liquidated damages as shown for Cancel/Withdraw on Schedule A. Further, Management shall not be liable for any costs, damages, fees, or expenses of Exhibitor as a result of such postponement and/or relocation.

37. **Admission of Attendees**. Management shall have sole control over admission policies at all times. See Exhibition website for the attendee admission policy.

38. **Notices**. Any notices to Management shall be given in writing by e-mail to exhibitor@sid.org (with confirmation of receipt), courier service, hand delivery, certified mail, overnight mail, or overnight courier, return receipt requested, postage prepaid to 729 7th Avenue, Suite 1402A, New York, NY 10019-6991, or at such other address as may from time to time be designated by Management.

39. **Governing Law; Forum Selection Clause.** This Application is deemed to be entered into in the State of California and governed by U.S. federal law and the laws of the State of California, without regard to conflict of laws principles that would require the application of the laws of another jurisdiction. Exhibitor consents to the jurisdiction of the state and federal courts of the State of California for the resolution of any and all disputes and claims arising in connection with this Application. Management, however, shall not be obligated to enforce its rights in the State of California, and instead, may enforce its rights in any other proper jurisdiction. Exhibitor waives any claims as to lack of personal or subject matter jurisdiction and agrees that it is subject to the jurisdiction of the State of California.

40. **Reservation of Rights**. Management reserves the right to take any action that is reasonably necessary in the sole judgment of Management for the protection of the Exhibition and/or its exhibitors, sponsors, attendees, and other participants.

41. **Music.** Exhibitor hereby represents and warrants to SID that with respect to Display Week either (a) Exhibitor will not play or broadcast music either separately or as part of any promotion or presentation ("Music") or (b) if Exhibitor does play such Music, Exhibitor has obtained all necessary approvals, licenses, and permits, from the appropriate authority, such as ASCAP, BMI, and SESAC. Exhibitor hereby agrees to indemnify and hold SID harmless from any and all claims, damages, expenses, and causes of actions relating to or arising from any breach by Exhibitor of the foregoing (a) or (b).

42. **Sponsorship**: The undersigned by the duly authorized company officer, agent or employee (hereinafter called "Sponsor") hereby enters into this application and agreement with the Society of Information Display (hereinafter called "SID") for sponsorship. Reservation of sponsorship by show management on behalf of the Sponsor is conclusively presumed to be adequate consideration to bind the Sponsor. Any alleged representations, understandings, agreements, modifications, alterations, or additions not contained within the body of this written Application and Agreement shall not insure to the benefit of the company or be binding upon SID. The corporate Sponsor further agrees that if, in the opinion of SID, it becomes necessary to make any change to the original allocation of sponsorship, such change may be made by notification to the authorized representative of the Sponsor.

43. **Waiver and Severability**. Waiver by either party of any term, condition, or breach shall not constitute a waiver of any other term, condition, or breach of their agreement. Rights of Management shall not be deemed waived except as specifically stated in writing and signed by an authorized representative of Management. In the event any provision of this Agreement is held invalid or unenforceable, then neither remaining provisions of this Agreement nor other applications of provisions involved shall be affected thereby.

44. **Entire Agreement; Integration of Application and Agreement; Non-Reliance.** This Application contains the entire agreement between Management and Exhibitor relating to the subject matter hereof (the "Agreement"). Exhibitor acknowledges that in entering into this Application it has not relied on, and shall have no right or remedy in respect of, any statement, representation, assurance or warranty

(whether made negligently or innocently) other than as expressly set out in this Application.

45. **Non-Force Majeure Changes to Dates, Venue or Space by Management**. Management may, in its sole discretion and upon notice to (and without the consent of) Exhibitor, re-name the Exhibition or change the dates and/or Venue for the Exhibition. In such event, no refund will be due to Exhibitor, Management shall not be liable for any costs, damages, fees, or other expenses of Exhibitor as a result of any such changes, and Management will assign to Exhibitor, in lieu of the original space, such other space as Management deems appropriate, and Exhibitor agrees to use such space under the terms of this agreement. Additionally, Management reserves the right to relocate the Exhibit Space and any Meeting Room space assigned to Exhibitor to other exhibit and/or meeting room space within the Venue at any time if it is deemed to be in the best interest of the Exhibition. Management may retain any portion of Exhibitor's Application fee paid pursuant to Page 1 and such amount shall be applied as though no change in date, Venue or Exhibit Space relocation had occurred. Any remaining payments due from Exhibitor shall be due in accordance with Page 1. Any cancellation of the Application or withdrawal from the Exhibition Exhibitor due to any change in date, Venue or Exhibit Space assignment shall be subject to liquidated damages as shown for cancel and withdraw on Schedule A.

Schedule 45

Covid 19 Updates
(None at present; will be updated if needed.)