

# 2015 INTERNATIONAL CES APPLICATION AND SPACE CONTRACT TERMS AND CONDITIONS

**1. TERMS OF PAYMENT:** Companies submitting an Exhibit Space Contract during the priority space selection period (January 7-10, 2014) will be billed for the initial 20% payment with payment due by March 1, 2014. Exhibitors are immediately liable for 10% upon signature of the Contract. The following schedule outlines the payment dates for all Contracts, with each step shown sequentially and on a cumulative basis.

- A. **20% of the exhibit space cost is due upon Contract execution, when the Contract is submitted by May 31, 2014.**
- B. **A cumulative 60% of the exhibit space cost is due by June 1, 2014.** 60% of the exhibit space cost is due upon Contract execution when the Contract is submitted from June 1, 2014 to September 30, 2014.
- C. **The entire 100% exhibit space cost is due by October 1, 2014.** 100% of the exhibit space cost is due upon Contract execution when the Contract is submitted on or after October 1, 2014.

**CEA reserves the right to modify the payment schedule or require payment in full in a single payment based on the exhibitor's previous payment or credit history with CES.**

All payments are to be remitted to the Consumer Electronics Association. Please send checks to P.O. Box 37154 Baltimore, MD 21297-3154. There will be a \$50 charge for all returned checks. Please send payments via wire, electronic fund transfer (EFT) or automated clearing house (ACH) to: Branch Banking & Trust Co. Ltd. 2200 Wilson Blvd. Arlington, VA 22201 ABA Routing Number: 051404260 Account Number: 0000154956875 SWIFT Code: BRBTUS33. CEA does not cover intermediary or beneficiary banking fees. Please add Twenty-five Dollars (\$25.00 USD) to the total amount due or check with your bank for exact fees in order to assure your balance is paid in full. Payment is due immediately upon CEA's acceptance of this Contract. Please ensure that the exhibiting company name and invoice number is indicated on all payment remittances. Payments must come directly from the exhibitor and CEA will not work directly with any third party payment processors. CEA reserves the right to deny any other payment methods. Only the company name listed on this Contract is considered an official CES Exhibitor. All exhibitors must make payments in accordance with the schedule outlined above. Under no circumstances will Exhibitor be permitted to occupy its exhibit space if full payment has not been received. Payments submitted in accordance with the Contract will be applied, first, to any outstanding balances from previous CEA/CES events, including but not limited to the Innovations Awards program. Contracts will not be processed until all prior financial obligations have been met. Late payments, partial payments, or any checks or money orders marked as being payment in full or as being settlement of any dispute may be accepted without forfeiting CEA rights under this Contract or the law. Exhibitors who submit payments that are unpaid by their banks will be placed on a cash basis. Any exhibitor who does not meet all financial obligations when due will be responsible for all outstanding debts and interest at 1.5% per month, compounded monthly, and any fees or expenses, including, but not limited to attorney's fees of no less than 33.3% of the unpaid principal and interest.

**Failure to make payments does not cancel Exhibitor's liability. Space cancellation notices must be submitted to CEA in writing, and cancellation fees will be owed according to the terms outlined in Section 4 below.**

**2. OCCUPANCY BY EXHIBITOR:** It is further agreed that actual occupancy of the space (including meeting rooms) reserved by Exhibitor is of the essence. If Exhibitor does not occupy the space by 2 p.m., Monday, January 5, 2015, CEA may occupy or cause said space to be occupied as it may deem best for the interest of CES without in any way releasing Exhibitor from any liability hereunder. Furthermore, if Exhibitor does not occupy/staff the space, all rights of a CES Exhibitor will be revoked. All exhibits/displays must remain staffed and fully intact until 4 p.m. on Friday, January 9, 2015. Premature dismantling of and/or failure to fully staff said space during the entire CES will result in the loss of one priority point.

**3. OUTBOARDING:** Outboarding is a serious violation of CES policy for which there are serious consequences. Any company found to be exhibiting at a non-official CES venue, holding an exhibit demonstration or a display in a Clark County, NV hotel, suite, meeting room, or other non-CES venue during CES, will lose priority points which will affect space selection order at CES in the future. If an Exhibitor (i) cancels its official space and has space in any non-official exhibit venue during the CES dates, and/or (ii) in addition to its CES official space, has space in any non-official exhibit venue during the CES dates with an area equal to or greater than its CES official space, then the Exhibitor will lose all priority points for CES in the future. CEA is unable to detect all instances of outboarding in a given year. However, when CEA determines that outboarding has occurred, CEA will vigorously enforce the rule against outboarding and may impose penalties for past as well as current violations.

**4. CANCELLATION BY EXHIBITOR:** All cancellations must be submitted in writing to: CEA Sales Department, 1919 South Eads Street, Arlington, VA 22202, USA, return receipt requested, and shall become effective when received and is acknowledged in writing by CEA. Both Exhibitor and CEA acknowledge that CEA will sustain substantial losses if Exhibitor cancels its Contract. Even though CEA will exercise its best efforts to mitigate the damages associated with Exhibitor cancellation, the parties agree that CEA will nevertheless incur substantial losses that cannot be precisely determined. Due to the difficulty of determining and providing said losses, the Exhibitor agrees to pay the following as liquidated damages if Exhibitor cancels its exhibit space on or within the time periods specified below. **Should Exhibitor cancel all or part of the exhibit space contracted for herein after the date CEA accepts and signs this Contract, Exhibitor is liable for: a) 20% of the total Exhibit Space Cost if cancellation is made by May 31, 2014; b) 60% of the total Exhibit Space Cost if cancellation is made between June 1, 2014, and September 30, 2014; or c) 100% of the total Exhibit Space cost if canceled on or after October 1, 2014.** All payments made or due to CEA shall be fully earned and non-refundable in consideration for expenses incurred by CEA and its lost or deferred opportunity to provide exhibit space to others. All cancellation fees that may become due hereunder are acknowledged by Exhibitor as liquidated damages and are not applicable toward any future CEA sponsored shows or events. CEA will invoice Exhibitor for cancellation fees in excess of payments. Invoices for cancellation fees are due upon receipt. This balance must be paid in full before Exhibitor can exhibit in any other CES or CEA-sponsored show or event. If Exhibitor cancels its participation, CEA may, at its discretion, cancel all other contracts between Exhibitor and CEA. **Exhibitors submitting an Exhibit Space Contract during the on-site space selection (January 7-10, 2014) for exhibit space will be financially liable for 10% cancellation/downgrade fee immediately and a 20% cancellation/downgrade fee after 10 calendar days.**

**5. CANCELLATION BY CEA:** Exhibitor's space may be canceled by CEA for failure to make payments when due or failure to comply with CES regulations. If space is canceled by CEA, Exhibitor will be notified via email and/or writing. Based on the timing of such cancellation, as evidenced by letter notification, Exhibitor is liable for the same cancellation charges as referred to in Section 4. Upon such cancellation, CEA may lease the canceled space to another exhibitor at its discretion. CEA will invoice Exhibitor for cancellation fees in excess of payments. Invoices for cancellation fees are due upon receipt.

**6. SPACE REDUCTION:** All space reduction requests must be in writing and shall become effective when received and acknowledged in writing by CEA. A fee of 20% of the difference between the cost of the originally assigned exhibit space and the cost of the reduced exhibit space, requested in writing by Exhibitor, will be charged on any reductions requested after the date CEA accepts this Contract,

through May 31, 2014. Between June 1, 2014 and September 30, 2014, the penalty increases to 60% of the difference between the cost of the originally assigned exhibit space and the cost of the reduced exhibit space. Exhibitor will be responsible for the entire 100% cost of the originally contracted exhibit space regardless of any space reduction requests on or after October 1, 2014.

**7. DIRECTORY LISTING/SEPARATE EXHIBITOR REGISTRATION:** Only the name of the Exhibitor, which appears upon the face of this Contract, may be placed in the exhibit space, in the CES printed list of exhibitors and on exhibitor badges. **It is further agreed that Exhibitor shall not assign, share or sublet any part of its exhibit space without the express written consent of CEA.** In the event a request for separate exhibitor registration and/or additional directory listing is approved, a \$850 fee will be charged for each additional company. See **Section 8 for additional information regarding space shares.** CEA maintains the exclusive right to publish and distribute the list of exhibitors. However, a licensed publisher may include the list of exhibitors as part of an ongoing publication. As a service to exhibitors, CEA will identify in the Official Directory each exhibitor who completes and returns the necessary directory listing form by the established deadline; however, CEA will incur no liability for any errors, omissions or format changes in any directory. Exhibitor agrees to list in the Official Directory only brands of its own manufacture, or brands which are manufactured exclusively for Exhibitor, and which bear Exhibitor's name or trademark.

**8. SHARE POLICY:** CEA will allow share exhibitors within a booth only if they meet the following criteria:

- the primary company will be present in an exhibiting capacity
- the share company is a subsidiary or division of Exhibitor; or
- the share company has a distributor relationship with Exhibitor; or
- there is an equity relationship between the share company and Exhibitor.

For High-performance Audio exhibitors only, due to the nature of the exhibits at this venue, a share may be permitted per the terms of The Venetian exhibit suites addendum.

Each share company must complete an Exhibit Space Contract, share agreement addendum and pay an \$850 share fee, due in full with contract submission. CEA must receive notification from the Exhibitor, on company letterhead, indicating approval and acceptance of the share company within Exhibitor's booth.

It is at the discretion of CEA to approve and accept share contracts based on the criteria above. If CEA has evidence or knowledge that any of the facts presented by Exhibitor or share company are not valid or true, CEA will not accept the share contract and the share company will not be permitted to exhibit at CES in a share capacity.

**9. ATTENDANCE:** CEA makes no representations or warranties with respect to the demographic nature and/or volume of exhibitors, press and/or attendees at any particular location at CES.

**10. REGULATIONS:** All current and subsequent CES rules and regulations and the rules and regulations of the Las Vegas Convention Center, Sands Expo and Convention Center, The Venetian, Las Vegas Hotel & Casino, Renaissance Las Vegas, and any other facilities used for CES, are incorporated by reference. If a difference arises with the Exhibitor concerning the allotment or permitted use of exhibition space or concerning the interpretation of any of the rules and regulations, the decision and interpretation of CEA and/or the relevant facility shall be final, and Exhibitor agrees to abide by the decision and interpretation which, if requested, shall be in writing.

**11. FORCE MAJEURE:** If any facility used for CES is unavailable, destroyed by fire or the elements, or by any other cause, or in case of government intervention or regulation, military activity, strikes, acts of terrorism, or any other circumstances that make it impossible or inadvisable for CEA to hold the CES or any portion thereof at the time and place provided, this Contract shall terminate and Exhibitor shall and does hereby waive any claim for property or other damages or compensation except the pro rata return on the amount paid after deduction of actual expenses incurred in connection with CES. There shall be no further liability on the part of either party. This Contract is subject and subordinate to the agreements between the Las Vegas Convention Center, Sands Expo and Convention Center, The Venetian, LVH, Renaissance Las Vegas and any other facilities used for CES, and covering the CES exhibit areas at these properties (and other facilities which may be used) for the period of the 2015 International CES, move-in through move-out.

**12. GOVERNANCE:** This Contract and all rights and obligations of the parties relating hereto shall be governed by and construed in accordance with the internal laws of the Commonwealth of Virginia without giving effect to any conflicts of law rules that would cause the application of the laws of any other jurisdiction. Any controversy or claim arising out of or relating to this Contract or the breach thereof (except for an action for injunctive relief) shall be resolved by arbitration held in Arlington County, Virginia, in accordance with the Commercial Arbitration Rules of the American Arbitration Association in effect at the time the arbitration is initiated, and judgment upon the award rendered by the arbitrators may be entered in any court jurisdiction thereof. The prevailing party shall be entitled to recover its reasonable attorney's fees and costs from the non-prevailing party.

**13. EXHIBIT SPACE AMENDMENTS:** This Contract indicates your original exhibit space assignment. Any changes to space assignment will be indicated to Exhibitor on a contract addendum form. CEA further reserves the right to move or reallocate Exhibitor's booth space to a new location in the interest of a better showing of exhibits, or it may cancel this Contract for the betterment overall of CES or for any other reason deemed necessary by CEA. Exhibitors will be notified in writing of such movement. All terms of the Contract, including cancellation policy, remain in effect upon such movement of booth space by CEA.

**14. OPERATION OF EXHIBITS:** Exhibits must be designed and operated in a manner that respects the rights of other exhibitors and visitors. The following are prohibited without prior consent of CEA: preparation of food, promotional contests that require physical skill, promotion of other industry expositions and unauthorized taking of photographs. Personnel must be dressed appropriately and confine their activities to the exhibit space of Exhibitor. Exhibitor is responsible for licensing and the payment of fees, royalties or fines for use of work that is protected by copyright, patent or trademark. CEA reserves the right to prohibit promotions found objectionable. Booths must be staffed at all times during scheduled exhibit hours, unless CEA gives prior written permission. Booth personnel must be 18 years of age or older.

**15. CES EXHIBIT ATTIRE:** CES Show Management reserves the right to make determinations on appropriate exhibitor/presenter attire. If for any reason an exhibit and/or its contents are deemed objectionable by Show Management, Exhibitor may be asked to alter the attire of its employees, exhibit staff and/or models. If necessary, Exhibitor may be asked to remove the individual(s) in question at Exhibitor's sole expense. Exhibitors with questions about compliance with these guidelines should consult CES Show Management in advance of the show.

**16. BOOTH CONSTRUCTION:** Exhibitor is expected to comply with booth construction regulations outlined in the Exhibitor Manual. It is Exhibitor's responsibility to provide these regulations to its Exhibitor Appointed Contractor (EAC).

**17. CHARACTER OF EXHIBITS:** Exhibitor understands that the International CES is a consumer electronics show. Exhibitor agrees that products displayed in its exhibit space will be in harmony with the theme of the event and will consist of products that are electronic in nature. Products eligible to be exhibited include consumer and workstyle technology products and related accessories. Exhibitor agrees to reasonably limit the display of non-electronic products in its exhibit booth. Exhibitor agrees to display only products of its own manufacture, products manufactured for, distributed by, certified by, or licensed to Exhibitor. CEA reserves the right to order withdrawal from display, any items which, in its opinion, do not comply with these requirements.

**18. CONTENT:** CEA reserves the right to exclude the showing of film, photos, games or other software in the exhibit area which are deemed objectionable, including explicit or simulated sex, nudity or violence. Adult out-call and escort services, and the promotion or use of the same are not permitted at CES. Violation of this policy can, at CEA's discretion result in expulsion from CES, including future shows.

**19. GOOD NEIGHBOR POLICY:** Any exhibitor using audio, video, or live content in their booth for the purpose of demonstrating equipment or otherwise, agrees that such content shall be appropriate for a general audience, and agrees to refrain from using content that may be considered offensive to such an audience. In the event of a complaint from any person regarding the content used by Exhibitor, CEA will investigate and if, in the sole discretion of CEA, such content is determined to be offensive, CEA will request Exhibitor to cease using such content. In the event Exhibitor refuses CEA's request, or a subsequent complaint is filed against Exhibitor, CEA reserves the right to shut off the power to Exhibitor's booth until Exhibitor complies with CEA's request. Repeated violations of this policy can, at CEA's discretion, result in expulsion from CES and exclusion from future shows.

**20. OUTDOOR EXHIBIT SPACE:** It is the responsibility of Exhibitor to supply its own tent or canvas covering for its outdoor display, should it decide to use one. No refunds will be provided for inclement weather or other forces of nature that may limit display activity. It is Exhibitor's responsibility to obtain special permits for outdoor temporary structures from the Clark County Fire Department and sign the outdoor space addendum.

**21. POLICY ON SELLING:** Over the counter sales (i.e., cash, check and/or credit cards) are not permitted. Only bona fide business orders for future delivery may be taken. Violation of this provision will result in expulsion from CES and exclusion from future shows. **THIS POLICY IS STRICTLY ENFORCED.**

**22. FOOD AND BEVERAGE SERVICE:** ARAMARK has the exclusive rights to all food and beverages at the Las Vegas Convention Center. Additionally the LVH, Sands Expo and Convention Center, The Venetian and Renaissance Las Vegas have exclusive rights to food and beverage at those facilities. Food and beverage consumed, prepared, or distributed, including food or beverage items used for promotional purposes, must be purchased through ARAMARK or other exclusive providers and are subject to regulations and permit requirements of the Clark County Nevada Health District, the Las Vegas Convention Center and ARAMARK, or other exclusive providers.

**23. LIABILITY AND INSURANCE:** Exhibitors seeking to install their own booth/display must comply with all state and federal laws and/or regulations and must comply with any/all laws, rules, or regulations related to booth installation/dismantling. Exhibitor must have a commercial general liability policy of not less than \$1,000,000 naming Consumer Electronics Association, Las Vegas Convention and Visitors Authority, LVH, Sands Expo and Convention Center, The Venetian and Renaissance Las Vegas as additional insureds. A certificate of insurance must be made available upon request.

Exhibitor and its authorized EAC agree to carry adequate personal and property damage liability and workers' compensation insurance and to indemnify and hold harmless CEA, the Las Vegas Convention Center, LVH, Sands Expo and Convention Center, The Venetian, Renaissance Las Vegas and other facilities utilized by CES and their contractors, officers, agents and employees against all claims, losses, suits, damages, judgments, expenses, costs and charges of every kind, including attorneys' fees, resulting from, or related to its occupancy of the exhibit space contracted for, including without limitation by reason of personal injuries, death or property damages sustained by any person. Certificates of insurance must be furnished by Exhibitor if requested by CEA and must be available on-site during the CES. Failure by CEA to request proof of insurance shall not relieve Exhibitor from carrying proper coverage. Exhibitor understands that neither CEA nor the Las Vegas Convention Center, Sands Expo and Convention Center, The Venetian, the LVH or other facilities used by CEA maintain insurance covering Exhibitor's property and it is the sole responsibility of Exhibitor to obtain such insurance.

**LIMITATIONS OF LIABILITY: IN NO EVENT WILL CEA'S LIABILITY EXCEED THE AMOUNT PAID TO CEA BY THE EXHIBITOR FOR EXHIBIT SPACE AT THE 2015 INTERNATIONAL CES. UNDER NO CIRCUMSTANCES WILL CEA BE LIABLE TO THE EXHIBITOR FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES (EVEN IF EXHIBITOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), ARISING FROM ANY PROVISION OF THIS AGREEMENT.**

**24. RESPONSIBILITY FOR PROPERTY:** In no case will CEA be responsible for theft, loss or damage to Exhibitor's product or booth, unless the responsibility is a direct and sole result of the actions of CEA or its employees. Exhibitor agrees that it is wholly responsible for protecting its property on and off CES premises. Exhibitor is encouraged to secure its exhibits and products and should insure its property (from the time it leaves its warehouse until it returns) at Exhibitor's expense.

**25. RECEIPT AND REMOVAL OF FREIGHT:** No exhibit or portion thereof may be removed from the exhibit facility during CES. Only exhibitors showing proper exhibit credentials and personal identification will be permitted to take merchandise out of the facility. If Exhibitor fails to remove its freight in the allotted move-out time, CEA reserves the right, at Exhibitor's expense, to ship the freight through a carrier of CEA's choosing or to place same in a storage warehouse. (Please refer to Exhibitor Manual for additional information.)

**26. EXHIBIT SET-UP:** A clean floor policy will be in effect during move-in. On Sunday, January 4, 2015, all crates must be empty and labeled by 6 p.m. and will be removed regardless of status at 10 p.m. On Monday, January 5, 2015, all exhibits must be set by 2 p.m.; all cartons, fiber cases and packing material must be empty and labeled by 1 p.m.; and all aisles must be 100% clear by 7 p.m. This day is scheduled for product testing, booth fine-tuning and rehearsals. Exhibits not set up by 2 p.m. on Monday, January 5, 2015, will revert to CEA with no further obligation to Exhibitor, and fines may be assessed for non-compliance at the discretion of CEA. No refunds will be made to Exhibitor for space assigned and not occupied.

**27. EXHIBIT CONSTRUCTION, DECORATION, SIGNS, ETC.:** Exhibitor is solely responsible for the safety of its exhibit(s) (refer to the Exhibitor Manual for additional information). All special booth work must conform with CES exhibit regulations. Such approval and/or compliance with CES regulations does not constitute CEA approval or opinion on the structural safety of construction. Exhibitor and its display company remain solely liable for the safety of its exhibit. Exhibitors may choose any display company provided it meets CES' requirements for EACs and the Exhibitor provides CEA with a certificate of liability insurance and signed Exhibitor Appointed Contractor Agreement no later than 30 days prior to CES (see Exhibitor Appointed Contractor Approval). All bunting, draperies or other fabrics must be fireproofed before use in the decoration of any exhibit. Paper decorations, cut evergreens or branches and helium balloons are not permitted. Exhibitors must comply with all the laws, regulations and ordinances in force in the exhibit facility(ies), the City of Las Vegas, the State of Nevada and the United States.

**28. EXHIBITOR APPOINTED CONTRACTOR APPROVAL: An EAC (a contractor not listed in the Exhibitor Manual) may be used provided CEA obtains from the Exhibitor 30 days in advance:** 1) Notification of Intent for Exhibitor to use the EAC; 2) Proof of the EAC's workers' compensation and personal property damage liability insurance coverage; and 3) Signed EAC Agreement. Use of EAC is subject to EAC's acceptance of CES' EAC Agreement. EAC must be on the approved EAC list at the CES facility at which it is performing the work. CEA may deny access by or use of any EAC if these specific requirements are not met in the opinion of CES Management. If Exhibitor brings an EAC or other contractor into the exhibit facility, Exhibitor is responsible for that contractor's workers' compensation and liability insurance certificates and must send them to CEA and the exhibit facility. Under no circumstances will CEA be responsible for work promised or performed by an EAC.

**29. SPECIAL ELECTRICAL, CLEANING, CATERING SERVICES, ETC.:** For insurance, safety and security purposes, electrical, cleaning, catering, drayage and other special services needed by Exhibitor shall be provided only when Exhibitor orders and agrees to pay for these services from the exclusive suppliers authorized to provide such services listed in the Exhibitor Manual.

**30. FLOOR PLANS:** CEA publishes floor plans that are provided by the exhibit facility and are believed to be correct. CEA encourages Exhibitor to verify these floor plans directly with the exhibit facility.

**31. AMERICANS WITH DISABILITIES ACT:** Exhibitors must be in full compliance with the Americans with Disabilities Act.

**32. PUBLICATION DISTRIBUTION:** Exhibitor may distribute its own written materials from its exhibit(s) and, unless permission is granted by CEA, not outside its exhibit. Publication bins, if available, are restricted to approved, nationally-distributed publications and, if applicable, the official CES Show Daily. Other "show dailies" may not use the bins.

**33. EXHIBITOR BADGE POLICY:** Exhibitor will receive five (5) complimentary badges per 100 square feet of exhibit space, with the exception of suites which will receive ten (10) complimentary badges. All suite exhibitors will receive a minimum of 10 badges, including those companies paying the \$850 share fee (refer to Section 7). All additional badges will be charged at \$10 per badge during pre- and on-site registration.

**34. SECURITY:** Exhibitor accepts that CEA may take actions to maintain attendee security. CEA has sole discretion in taking such action and cannot be held responsible for maintaining CES access, for economic losses, or for damage or loss of Exhibitor's property, as a result of any action taken in furtherance of CES security. Exhibitor agrees that it is solely responsible for the safety and security of its exhibit booth and the contents of the booth, including product displays, and Exhibitor is solely liable for the resulting losses or damages.

**35. PERFORMANCE OF MUSIC OR MOTION PICTURE:** Exhibitor is responsible for obtaining any required music license(s) from ASCAP, BMI, and/or SESAC or any required license(s) for motion pictures. No license is required if music or a motion picture is used for the sole purpose of demonstrating product capability. Consult the CES Exhibitor Manual for further details.

**36. SEVERABILITY:** If any portion of this Contract is changed or determined to be unenforceable, all other terms and conditions remain in full force and effect.

**37. RULES AND REGULATIONS:** CEA shall have full power to make and amend reasonable rules and regulations in connection with CES.

**38. VIOLATIONS OF REGULATIONS:** CEA may take enforcement action at its discretion, up to and including closing Exhibitor's booth, for violation by Exhibitor of CES Rules and Regulations or Exhibitor's breach of the terms of this Contract. If CEA shuts down Exhibitor's booth due to Exhibitor violating CES Rules and Regulations, Exhibitor will not receive a refund or damage compensation from CEA. Repeated violations may result in Exhibitor being banned from participation in CES, including future shows.

**39. NO-ORAL MODIFICATION CLAUSE:** This Contract may not be orally modified. Only a modification in writing, signed by an authorized representative of CEA and the Exhibitor, will be enforceable.

**40. EXHIBITOR INTELLECTUAL PROPERTY:** Exhibitor warrants that it owns the rights to or is licensed for all intellectual property (patent, copyright, trademark, etc.) to be used by Exhibitor for promotion or exhibition at CES, and agrees to defend, at Exhibitor's expense, and to indemnify CEA and/or CES for any action brought against CEA and/or CES and any losses or costs incurred by CEA and/or CES, including court costs and reasonable attorney's fees, arising from or related to any dispute concerning Exhibitor's intellectual property rights.

**41. CES PUBLICITY AND PROMOTION:** CEA shall have the non-exclusive right to use the name of Exhibitor and logo in both print and broadcast advertising media in connection with the promotion and publicity of CES.

**42. PRIORITY POINTS:** Exhibitor understands that exhibitors who have already contracted and paid for one CES exhibit booth space (regardless of size), additional exhibit space secured via contract and payment after October 1, 2014, will not have any effect on CES space selection time or standing.

**43. SPACE LIMITATIONS:** The maximum total square footage any one exhibitor is permitted to select is a total of 25,000 consecutive square feet in any one hall. Two or more exhibitors that are related entities may select adjacent spaces in one hall provided that (1) each exhibitor has a separate exhibit space contract for 25,000 square feet or less; (2) there is an aisle between each of the adjacent spaces; (3) the aisle cannot be carpeted over, obstructed or otherwise incorporated into the adjacent space or spaces. Any request for a variance must be made in writing to CES Management.

**44. RESERVATION OF RIGHT:** CEA reserves the right to take any action that is reasonably necessary, in the sole judgment of CEA, for the protection of CES, the participants, including but not limited to exhibitors, and/or attendees.

**45. SPACE ASSIGNMENTS:** Space assignments for the event represented by this contract are made based on an availability basis. Current exhibitors are given the opportunity to choose space first during the onsite space selection program. They may choose space for this event based on their ranking within the show's priority points system. Current exhibitors are not guaranteed to have the opportunity to choose the same exact size and location of the prior year's show.