



EXHIBIT SPACE APPLICATION/CONTRACT

58th Design Automation Conference
 Conference: December 5-8, 2021 • Exhibits: December 6-8, 2021
 Moscone West, San Francisco, CA

INSTRUCTIONS

Complete and return to:
 DAC 2021 c/o Hall-Erickson, Inc., Exhibition Management,
 98 E. Chicago Ave. Suite 201, Westmont, IL 60559, USA
 tel +1 630.434.7779, fax +1 630.434.1216, exhibits@2021dac.com

Payment Terms - A deposit will be due on the date noted on the invoice. The amount due will depend on the date the contract was received and amount of licensed space. Final payment will be due February 1, 2021 or on the date noted on the invoice.

COMPANY INFORMATION

 company/organization

 mailing address

 city state zip

 telephone

 web address

 corporate email

 name

 title

Company Liaison Information

 contact name

 email

By signing this contract, the exhibitor agrees to receive materials by email, and U.S. Mail from DAC and its representatives and agents.

EXHIBIT SPACE PRICING

Pricing for 2021 follows a graduated discount system based on size of the exhibit space according to the schedule below. Exhibit space must be purchased in 10' x 10' increments.

The cost for exhibit space is as follows:

- The first 100 square feet of exhibit space is \$47.50 per square foot
- From 101 to 800 square feet the cost is \$38.50 per square foot
- From 801 - 2000 square feet the cost is \$35.25 per square foot
- 2001 square feet and above the cost is \$31.75 per square foot

Suite-only pricing

Suite-only space is available exclusively to first-time 2021 DAC participating companies at \$52.00 per square foot.

EXHIBIT SPACE DIMENSIONS

1. Total exhibit space required _____ square feet.

Dimensions: _____ feet X _____ feet
 (must be in 10'x10' increments)

Booth # 1st _____ 2nd _____ 3rd _____

Note that per Clause 12 of the agreement, Management, at its sole discretion, reserves the right to make changes in space assignments that it deems are in the overall best interest of the exhibition.

2. Total suite space required (subset of total exhibit space).

Suite space _____ square feet.

GUIDELINES FOR SUITE SPACE

DAC provides Suite space on the following basis:

- Exhibit space of 100 sq. ft. – no Suite space provided.
- Exhibit space from 200 to 400 sq. ft. – at least 100 square feet of your floor space must be public booth space.
- Exhibit space greater than 400 sq. ft. – at least 25% of your floor space must be public booth space.

Keep in mind that DAC does not allow Suite walls within 5' of a main traffic aisle, so the entrance to your Suite must open either into your public booth space or the area designated as "Suite Only Access".

ACCEPTANCE OF CONTRACT

Exhibitor warrants that he has the authority to enter into this Contract on behalf of his/her company/organization and agrees to pay rental for the exhibit space and to adhere to the payment schedule outlined above. This agreement made this date, by and between the undersigned, hereinafter referred to as "Exhibitor" and the Association for Computing Machinery, and The Institute for Electrical and Electronics Engineers on behalf of the 2021 ACM/IEEE 58th Design Automation Conference, hereinafter referred to as "DAC". By agreeing to this contract, Exhibitor agrees to be bound by the terms, regulations and conditions listed on page two of this agreement, and as included in the exhibitor manual, and as defined by Hall-Erickson, Inc. ("HEI", "The Management"). The exhibitor expressly consents to abide by the rules and to comply with Management's enforcement of the rules. The exhibitor further agrees to submit all promotional plans for pre-approval.

If Management, in its sole discretion, determines an exhibitor has violated the rules, the violating exhibitor, after receiving a single official warning and failing to correct the violation, shall incur a severe and appropriate penalty until the exhibitor comes into compliance to the reasonable satisfaction of The Management.

 Name

 Authorizing Signature Date

FOR EXHIBITION MANAGEMENT ONLY

DATE APPLICATION RECEIVED BY _____ REQUESTED SQ. FT. _____

DEPOSIT RECEIVED \$ _____ CHECK # _____

 CHECK DATE

ASSIGNED EXHIBIT SPACE(S)

FEET DEEP X FEET WIDE (FRONTAGE) = TOTAL SQUARE FEET

_____ X _____ = _____

REGULATIONS AND CONDITIONS OF CONTRACT

1. PURPOSE AND ARRANGEMENT OF EXHIBITS The main purpose of the DAC is educational and the exhibits together with the technical sessions are vital elements of this process. Management and the Exhibitor agree that the purpose of the Exhibition is educational, and will conduct them accordingly. Attendee surveys have consistently shown that attendees want Exhibitors to present detailed content and live demonstrations to illustrate the capabilities of their products rather than simple overview presentations of their products. The exhibits shall be arranged so as not to obstruct the general view nor hide the exhibits of others. Plans for specially-built displays not in accordance with regulations should be submitted to Management before construction is ordered.

Licensed Space. Exhibitor is licensed to use exhibit space which includes the following exhibit equipment: 8' high backwall drape, 36" high side rails, suite walls and carpet according to the schedule on the opposite page, plus a 17" x 11" sign featuring the Exhibitor's name and booth number (linear booths only). Aisle carpeting, general guard security and general aisle cleaning are provided. However, Management accepts no liability for losses or damages of any kind sustained throughout the Exhibition, except for losses or damages caused by the sole negligence or willful misconduct of Management. The parties to this contract agree that this agreement is a license to use exhibit space and not a lease or sublease of real property.

Linear Booths (10' x 10', 10' x 20', 10' x 30') Smaller linear booths with a common backwall touching an aisle may have a full backwall (standard height is 8', maximum is 16' for perimeter) and the sidewalls must drop to 48", 5' from the aisle. Every Exhibitor shall be allowed a backwall of at least 10' wide. Suite usage in linear booths must have approval of Management.

Island Exhibits have four open sides. Booth structure may not exceed 16'. Hanging signs are allowed but must be within the booth footprint with the top of the sign not exceeding 25'.

Split-island Exhibits are open on three aisles. The common backwall for this type of exhibit may be a full backwall from aisle-to-aisle; however, the backwall may not exceed 10'. Booth structure may not exceed 16'. Hanging signs are allowed but must be within the booth footprint and must be positioned so that the sign copy may not be visible from the neighboring split-island booth.

2. EXHIBITION OPERATING RULES AND REGULATIONS Exhibitor agrees to be bound by the rules and regulations established in the "Design Automation Conference Exhibition Operating Rules and Regulations"; provided however, that in the event of a conflict between such Rules and Regulations and this agreement, this agreement shall prevail. This document details the conditions under which Exhibitors agree to participate and will be strictly enforced by Management.

3. FIRE, SAFETY AND HEALTH The Exhibitor assumes all responsibility for compliance with local, city and state ordinances and regulations covering fire, safety and health. Exhibitor further agrees to comply with all Fire, Safety and Health guidelines as defined in the "Exhibition Operating Rules and Regulations".

4. UNION LABOR Exhibitor must comply with all union regulations applicable to installing, dismantling and display of the exhibits.

5. SUBLICENSING OF SPACE The Exhibitor shall not assign, sublicense or permit the whole or any part of the exhibit space licensed to Exhibitor or to have representatives, equipment or materials from any other firms than their own in the exhibit space without the written consent of Management. Only one company shall be considered as the Exhibitor, and no other company is licensed to use the space unless said company or unit is a subsidiary or affiliate of the Exhibitor.

6. OFFICIAL CONTRACTORS The official contractor has been designated to perform services for an Exhibitor such as the rental of furniture, erection of exhibits, electrical work, plumbing, labor, cleaning and other service. No Exhibitor or representative shall contract for such services with other than the said official contractor without the express written consent of Management, which, for reasons of security, in its sole discretion can deny such permission. In the event Exhibitor hires subcontractors to perform services for the event, Exhibitor shall: (a) remain fully responsible and liable for the subcontracted obligations and duties to the same extent as if Exhibitor had fulfilled the obligations and duties itself; (b) bear all responsibility for paying such subcontractors and not charge DAC for the services performed by such subcontractors; and (c) indemnify DAC against any third party damages arising from the gross negligence or willful misconduct of such subcontractors.

7. LIABILITY AND INSURANCE The Exhibitor assumes entire responsibility for and hereby agrees to protect, indemnify, defend and hold harmless, DAC, Management, Moscone West Convention Center and its employees and agents, against all third party claims, losses and damages to persons or property, governmental charges or fines, and attorney's fees finally awarded by a court of competent jurisdiction arising out of or caused by Exhibitor gross negligence or willful misconduct, excluding any such liability caused by the sole negligence of Moscone West Convention Center, its employees and agents. In addition, Exhibitor acknowledges that DAC, Management and Moscone West Convention Center do not maintain insurance covering exhibit property and that it is the responsibility of the Exhibitor to obtain business interruption and property damage insurance covering such losses sustained throughout Exhibition.

Insurance Requirements. All exhibitors participating in the DAC are required to obtain a general public liability insurance in the amount of one million dollars (\$1,000,000) per occurrence. DAC and Moscone West Convention Center shall be named as additional insured on the general liability policy. Such insurance maintained by the exhibitor must be issued by an insurance company with an A.M. Best rating of A or higher and shall include coverage of the indemnification obligations of the exhibitor under these rules and regulations. Each exhibitor is also required to carry workers compensation protecting employees in accordance with the laws of the state in which the Exhibition is being held. Nothing in this paragraph shall limit the amount of liability an exhibitor may be responsible for.

8. CONVENTION CENTER AND HOTEL PUBLIC SPACE Management maintains control of all space in the convention center and official DAC hotels (defined as those hotels with which DAC has a room contract and is listed as a "participating hotel".) Exhibitor agrees to comply with guidelines as defined in the "Exhibition Operating Rules and Regulations" for use of any meeting rooms, hospitality suites and/or function space.

9. UNOCCUPIED SPACE Management reserves the right, should any Exhibitor's licensed space remain unoccupied on the opening day, or should any space be forfeited due to the failure to make proper payment, to license any space to any other Exhibitor, or use said space in any other manner, but this clause shall not be construed as affecting the obligation of the Exhibitor to pay the full amount specified in its invoice for the licensed space under the terms of this contract.

10. INABILITY TO PERFORM Except as the Exhibitor's license fee obligation may be reduced as set forth in paragraph 18, the Exhibitor is responsible for total license fee irrespective of the reason for the cancellation by the Exhibitor because of the failure of an Exhibit to arrive for any reason, or cancellation by Sponsors of the Exhibits, in whole or in part, as the result of riot, strike, civil disorder, act of war, act of God, or any other reason of any kind whatsoever not within Sponsors' control.

11. OBSERVANCE OF LAWS Exhibitor shall abide by and observe all laws, regulations and ordinances of any applicable government authority and all rules of Moscone West Convention Center. Exhibitor is required by the applicable state laws to be solely responsible for the collection and remittance of any sales or other taxes imposed on them.

12. ASSIGNMENT OF EXHIBIT SPACE Management shall assign the exhibit space to the Exhibitor for the period of the Exhibition (provided the exhibit building is made available to Management) in priority order based on the Design Automation Conference priority rules and/or receipt of contract. Such assignment is made for the period of this Exhibition only and does not imply that the same or similar space be held or offered for future exhibits. Every effort will be made to respect the Exhibitor's space choices whenever possible, but Management's decision will be final. Management reserves the right to transfer assignments when such action is deemed to be in the best interest of the total Exhibition. Management reserves the right to withdraw its acceptance of this application/contract if it determines in its sole discretion that the Exhibitor is not eligible to participate or the Exhibitor's product or service is not eligible to be displayed in this exhibit, provided, however, that Management will refund to the exhibitor any fees paid by Exhibitor.

13. AMENDMENTS The regulations have been formulated for the best interest of the Exhibitors as well as this Exhibition and DAC. All matters and questions not covered by these regulations or in the "Exhibition Operating Rules and Regulations" are subject to the decisions of Management. This contract and/or the "Exhibition Operating Rules and Regulations" may be amended at any time by Management upon prior written notice and all amendments that may be so made shall be equally binding on all parties affected by them as by the original regulations. Management has sole right to determine the eligibility of any company or product for inclusion in the Exhibition.

14. ATTENDEE LIST AGREEMENT Subsequent to the Design Automation Conference, Management shall send to the Exhibitor a list of names and addresses of the registrants. The Exhibitor explicitly agrees that it will use the list only for post-conference follow-up with customers or potential customers in connection with the Exhibitor's own business, and will not give a copy to any other person or entity or permit any such person to use the list for any purpose whatsoever. In the event of any violation of this agreement by the exhibitor, and in addition to all other remedies, Management may deny the exhibitor any participation in future Design Automation Conferences.

15. PUBLICITY Management may use Exhibitor's name and any non-confidential materials provided by Exhibitor on Management's website and for internal and trade purposes, but only for the purposes of promoting this Exhibition.

16. MISCELLANEOUS This contract shall be subject to interpretation by New York law and the venue for all legal proceedings involving or arising from this contract shall be in the State of New York. No waiver of any term or condition of this contract by either party shall be deemed to imply or constitute a further waiver of the same term or condition or any other term or condition of this contract. Note: It is the Exhibitor's responsibility to understand the guidelines governing Exhibitor participation as set forth in this contract and the "Exhibition Operating Rules and Regulations". Please refer to these when necessary or call the DAC office for further information.

17. DEPOSIT AND CANCELLATION POLICY A 40% deposit is due on September 30, 2020 or on the date noted on invoice; the amount will depend on the date the contract was received and amount of licensed space. Full payment is due by February 1, 2021 or on the date noted on invoice. Contracts received after February 1, 2021 will be invoiced for 100% of the amount due.

In the event Exhibitor pays the 40% licensing deposit but fails to pay the portion of the licensing fee due by February 1, 2021, Management has the option of either: (1) canceling this contract, in which case Exhibitor is obligated to pay the remainder of the licensing fee; or (2) leaving this contract in effect, in which case Exhibitor will be liable for the remainder of the licensing fee.

Exhibitors with contracted space as of February 1, 2021 are liable for 100% of the license fee for the contracted space. Exhibitor shall be liable for the total licensing fee unless Exhibitor notifies Management in writing of its intent to cancel, in which case Exhibitor's obligation to pay shall be as set forth below. Any amount payable to DAC pursuant to this contract and not paid by the dates in the schedule below shall bear interest at the rate of 1.5% per month, or the maximum legal rate, whichever is less. In the event Exhibitor reduces space, Exhibitor shall be obligated to pay the licensing fee for the amount of space reduced as set forth in the cancellation schedule below. However, Exhibitor shall not be permitted to reduce space unless Exhibitor has paid all amounts owed to DAC, including the deposit as required by this contract. Exhibitor agrees that the forfeitures provided for in this contract shall be considered to be liquidated damages for the late cancellation or reduction of space and the problems and losses caused to DAC associated with late cancellation or reduction of space.

18. CANCELLATION/REDUCTION OF SPACE FORFEITURE SCHEDULE

Upon contract submission through September 30, 2020: No penalty on cancellation or reduction of licensed space.

After September 30, 2020 but before February 1, 2021: 40% of the total license fee for cancellation or reduction in exhibit space.

On or after February 1, 2021: 100% of the total license fee for cancellation or reduction in exhibit space. No refund or credit at any time.

The DAC office must be notified in writing by the Exhibitor of any cancellation or reduction in space. **In the case of a merger, payments received will be transferred to the parent company.**

Cancellation of space as a result of a merger will be charged a penalty based on the above cancellation forfeiture schedule. The Exhibitor assumes entire responsibility and hereby agrees to indemnify DAC and Management for the loss of any sales, present or future, which may result from cancellation or reduction of space. Hotel rooms and suites at the DAC participating hotels shall be canceled immediately upon notification of cancellation of exhibit space at the 2021 DAC. The participating hotels have contractually agreed to, and are bound by, this provision. There are no exceptions to this cancellation rule.