

APPLICATION AND EXHIBIT SPACE LICENSE AGREEMENT



Sponsored by ISACA

2012 North America Computer Audit, Control and Security (NA CACS) Conference and Exhibition

6-10 May 2012 (Conference); 8-9 May 2012 (Exhibition)
 Loews Royal Pacific Resort at Universal Orlando®, Orlando, Florida, USA

ISACA is hereby authorized to reserve space by booth number in the 2012 North America CACS Conference and Exhibition to be held in *Loews Royal Pacific Resort at Universal Orlando®*, 6300 Hollywood Way, Orlando, FL 32819, Tel: +1.407.503.3000, 8-9 May 2012 on behalf of our firm.

Please type or print in block letters. Return copy to ISACA.

Exhibitor Company Name _____
 Contact _____ Contact e-mail _____
 Address _____ Mail Stop/Floor _____
 City _____ State _____ ZIP/Postal Code _____ Country _____
 Phone _____ Ext. _____ Fax _____
 Website _____ E-Mail _____
 Products/Services to be displayed _____

Booth coordination materials should be mailed to: _____
 Address _____ Mail Stop/Floor _____
 City _____ State _____ ZIP/Postal Code _____ Country _____
 Phone _____ Ext. _____ Fax _____ E-Mail _____

The following booth(s), indicated by number (see floor plan) are requested:

1st Choice _____ 2nd Choice _____ 3rd Choice _____ 4th Choice _____

Companies we wish to be near: _____ Companies we do not wish to be close to: _____

Several additional related marketing opportunities are available to Exhibitors. Check here if you want more information on increasing your visibility.

Please list my organization in the on-site Program Guide exactly as:

organization name	city	state	country

Sponsorship/Booth/Advertising

- Platinum Sponsor\$ 30,000 (US) _____
 - Gold Sponsor\$ 20,000 (US) _____
 - Silver Sponsor\$ 15,000 (US) _____
 - Bronze Sponsor\$ 10,000 (US) _____
 - 1- 8'x10' Booth\$ 3,500 (US) _____
 - Spotlight Educational Session\$ 5,000 (US) _____
- (plus any applicable tax)

Make all checks payable to: ISACA
 Direct all payments, contracts and correspondence to:
 ISACA
 1055 Paysphere Circle
 Chicago, IL 60674
 USA

Advertising in On-Site Program Guide

- Half-page Ad (2 3/4"x4 1/4"), 4-color\$ 750 (US) _____
- Full Page Ad (5 1/2"x8 1/2"), 4-color\$ 1,250 (US) _____

For Wire Transfers:
 Bank of America
 Routing number: 0260-0959-3
 ISACA Account #: 22-71578
 S.W.I.F.T. number: BOFAUS3N
 Account name: ISACA
 (Please include firm name and NACACS 2012
 on the Advice of Transfer)

Sponsorship _____
 [list items] _____
TOTAL _____

For more information contact ISACA Sponsorship Team at: Telephone: +1.847.660.5717 • E-mail: sponsorship@isaca.org

Exhibitor hereby applies for an Exhibit space license on the terms stated herein and in the attached Exhibition Regulations, which are hereby incorporated by reference and made part of this License Agreement.

EXHIBITOR: _____ Date: _____ ACCEPTED: _____ Date: _____

 Name of Exhibiting Company (print or type) ISACA

Signature _____ Signature _____

Name and Title _____ Name and Title _____
 (print or type) (print or type)

EXHIBITION REGULATIONS

1. **Agreement.** As a condition of exhibiting at the 2012 North America Computer Audit, Control, and Security (NACACS) Conference and Exhibition, Exhibitor hereby expressly acknowledges and agrees to comply with the terms and conditions set forth in these Exhibitor Regulations. ISACA (the "Association") reserves the right to amend these Regulations or to make additions hereto. The Association further reserves the right to make specific exceptions to, or changes in, these Regulations without establishing a precedent or applying those exceptions or changes beyond the specific cases involved. The Association reserves the right, at its discretion and without necessity of refund, to terminate and revoke Exhibitor's use of exhibit space at the Conference if Exhibitor, after notice, fails immediately to cure any violation of these Regulations. The interpretation of these Regulations and all matters not covered by these Regulations are subject to the sole discretion of the Association.
2. **General Terms and Conditions.** The forwarding of the Application and Exhibit Space License Agreement to Exhibitor by the Association does not constitute an offer to Exhibitor to enter into an agreement of any kind, oral or written, with the Association. Exhibitor expressly acknowledges that the Association reserves the right to accept or reject exhibits, in its sole discretion with or without cause, and that no formal agreement shall exist between Exhibitor and the Association until this Agreement is fully executed by both parties.
3. **Payment and Cancellation.** Exhibitor shall pay the amount indicated in the Total line item on the first page of the Agreement. A nonrefundable deposit of fifty percent of the total fee must accompany the Application and License Agreement. The balance of the fee is due thirty (30) days prior to event. If the Agreement is executed less than thirty (30) days prior to the event, then the entire amount shall accompany the Application. Exhibitors cancelling after thirty (30) days prior to event will not receive any refund. The Association reserves the right to require payment from an Exhibitor for all past due amounts owing to the Association prior to the NACACS 2012 Conference. If such amounts are not paid, the Association may apply to those accounts any exhibit fees collected for the NACACS 2012 Conference and may cancel the License Agreement. The Association reserves the right, in its sole discretion, to refuse or revoke acceptance of any application at any time, including onsite at the Event. In such event, all fees shall be refunded to the Exhibitor, except for any past due amounts owing to the Association.
4. **Space Assignments.** Exhibit space will be assigned by the Association on a first-come, first-served basis. The Association shall use its best efforts to locate the booth in one of the locations designated by Exhibitor on the Application, and to provide physical proximity to or separation from booths of other specified Exhibitors, as requested on the Application. Notwithstanding the above, the Association reserves the right to assign exhibit spaces so as to best meet the needs of all Exhibitors and to change location assignments at any time, as it may in its sole discretion deem necessary. The Association also reserves the right to alter the location of booths shown on the official floor plans as it deems advisable.
5. **Protection of Premises.** Exhibitor hereby acknowledges and agrees to adhere to and be bound by (a) all applicable fire, utility, and building codes; and (b) all applicable rules, regulations and policies of Loews Royal Pacific Resort at Universal Orlando®. All decorative materials used by Exhibitors must be flame retardant. Exhibitor shall leave the exhibit space in the same condition as it was when Exhibitor entered upon the premises and shall not cause or permit others to cause any damage or disruption to the space or the facility.
6. **Booth Construction.** The display space is carpeted. Booths must not obstruct the view or interfere with the displays of neighboring booths. All exposed areas of the booth must be finished surfaces, including back and sides. Any part of the booth needing a finished surface two hours before the show opening will be draped at the expense of the Exhibitor. The Association will decide whether such drape is needed. The Association retains sole discretion and authority in the placement, arrangement, and appearance of all displays.
7. **Maintenance.** The Association will provide for sweeping and cleaning the aisles of the exhibit area once daily. However, Exhibitors must, at their own expense, keep their space cleaned and in good order at all times. Any coverings of exhibits must be removed before opening hours of each show day.
8. **Storage of Packing Crates and Boxes.** Exhibitors will not be permitted to store packing crates and/or boxes within their exhibit space during show hours. If the size of packing crates and/or boxes permit, they must be stored under fully draped tables within Exhibitor's space. If items cannot be stored as described, these items must be properly marked and will be stored and returned to the booth by service contractors at the expense of the Exhibitor. It is the Exhibitor's sole responsibility to mark and identify his/her crates as soon as they are empty or otherwise ready for removal to facilitate the final preparation of the event for opening. Crates not properly marked or identified may be lost or destroyed. Storage and/or safekeeping of Exhibitor's crates and boxes are not the responsibility of the Association, Loews Royal Pacific Resort at Universal Orlando®, or any representative thereof.
9. **Exhibit Hall Hours.** The Association reserves the right to set and limit the hours of the exposition, which shall be printed in the official program of the Conference. The exhibit hall will be open from 5:00 p.m. to 6:30 p.m. on Tuesday, 8 May 2012 and from 10:00 a.m. to 1:30 p.m. on Wednesday, 9 May 2012.
10. **Installation/Removal of the Display.** Exhibitor may begin setup of exhibits for the NACACS Conference on Tuesday, 8 May 2012 at 1:30 p.m. and completed by Tuesday, 8 May 2012, at 5 p.m. If Exhibitor fails to completely set up its exhibit by Tuesday, 8 May 2012, at 5 p.m., Exhibitor will be denied access to the exhibit area for all purposes during the initial day of the conference. Thereafter, access to the exhibit area will be granted to Exhibitor at the sole discretion of the Association. Dismantling of exhibits may not commence prior to 1:30 p.m. on Wednesday, 9 May 2012. All materials and equipment used in connection with the exhibit must be completely packed and ready for removal or shipment by Wednesday, 9 May 2012, at 6:30 p.m., unless Loews Royal Pacific Resort at Universal Orlando® grants permission for longer storage or special handling.
11. **Booth Regulations.** Exhibitor shall use its exhibit space for the sole purpose of describing and demonstrating its products and services. Each display area assigned to Exhibitor must be staffed by an employee or representative of the exhibiting company at all times during exhibit hours. Exhibits and/or Exhibitors which, in the sole judgment of the Association, produce excessive noise or otherwise are in poor taste shall not be permitted. All aisle space is under the exclusive control of the Association and shall not be used for the purpose of exhibits or demonstrations. Exhibitor shall distribute literature regarding its products and services only from within its assigned display area(s). No exhibits, advertising, or other promotional materials are permitted beyond the perimeter of the booth. The Association reserves the absolute right to remove, relocate, or restrict any objectionable exhibits, persons, advertisements, or any features which detract from the decorum of the Conference. No attachments of any kind may be made to the walls or booth without prior written permission from the Association and Loews Royal Pacific Resort at Universal Orlando®. Should the Hotel provide additional Booth Regulations, the Exhibitor will abide by those regulations. If Exhibitor's display is restricted in any way or removed from the Conference facility for any reason by the Association or Loews Royal Pacific Resort at Universal Orlando® pursuant to this Section, all payments by Exhibitor in connection with the exhibit shall be forfeited to the Association.
12. **Authorized Representatives.** Exhibit booth personnel shall be restricted to owners, full-time employees of exhibiting companies, or other authorized representatives approved by the Association who are actually staffing the exhibit booth during the published move-in, show hours, and/or move-out hours. Each exhibiting company shall provide the Association in advance with the name and title of the person(s) who will be in attendance at the exposition and will be designated responsible for installation, operation, and removal of the exhibit. These representatives shall be authorized to enter into such service contracts as necessary, for which Exhibitor shall be responsible. Exhibitor personnel shall wear proper badge identification, as provided by the Association, prominently displayed, plus have corporate identification available for viewing by the Association or representatives of the Official Contractor, or Security, at all times. Each display booth will be entitled up to three complimentary badges for use by Exhibitor's personnel. Additional badges are available at a cost of \$100 USD per badge.
13. **Security.** The Association will not be responsible for the loss of any of Exhibitor's property or materials by or for any cause. Exhibitors must make provisions for safeguarding their goods, materials, equipment, and display at all times, and Exhibitors are urged to carry their own insurance through their own sources at their own expense. No package may be removed from the exhibit hall during the show without a written pass supplied by the Association and supported by proper credentials. All packages, cases, etc., are subject to examination before removal.
14. **Assignment and Sublease.** Exhibitor may not assign, sublet, or share the whole or any part of the space allotted without the prior written consent of the Association. Exhibitor may not display goods other than those manufactured or handled by that Exhibitor in the regular course of business. Only the signage of the company whose name appears on the Application may be placed on the booth or appear on any printed list of Exhibitors. No company not assigned space in the exhibition hall will be permitted to solicit business in any manner within the exhibit hall.
15. **Failure to Open Exhibition.** In the event that the premises of Loews Royal Pacific Resort at Universal Orlando® are destroyed or damaged, or the NACACS 2012 Conference and Exhibition fails to take place as scheduled or is interrupted and/or discontinued, or access to the premises is prevented or interfered with by reason of any strike, lockout, injunction, act of war, act of God, terrorism, emergency declared by any government agency, or for any other reason, this contract may be terminated by the Association. In the event of such termination, Exhibitor waives any and all claims for damages and agrees that the sole liability of the Association shall be to return Exhibitor's space fee, less Exhibitor's pro rata share of all costs and expenses incurred and committed by the Association.
16. **No Endorsement.** This Agreement confers only a limited license by the Association to Exhibitor to use one or more exhibit space(s) to be assigned by the Association for exhibition purposes at the NACACS 2012 Conference and Exhibition. It does not, and shall not be construed, interpreted, or described in any way to, constitute an approval, endorsement, or recommendation of Exhibitor or its products or services, or in any manner to create an agency relationship between the Association and Exhibitor.
17. **Licenses, Permits, and Insurance.** The Association's sole responsibility and obligation under this Agreement is to permit Exhibitor to use the assigned exhibit space for the purposes and under the terms and conditions described herein. The exhibit, and its installation, maintenance, and breakdown shall be solely the responsibility of Exhibitor. Exhibitor warrants that it shall, at its own expense, obtain any and all necessary or appropriate licenses, permits, and insurance required for the installation, maintenance, and breakdown of its exhibit(s) and for any of Exhibitor's employees or agents associated with the exhibit(s), and that it shall pay all taxes, fees, and costs incident thereto.
18. **Indemnification.** Exhibitor assumes entire responsibility and hereby agrees to protect, indemnify, defend and hold harmless the ISACA and Loews Royal Pacific Resort at Universal Orlando® and their respective officers, directors, members, employees, and agents against all claims, losses, and damages to persons or property, governmental charges or fines, and attorneys' fees arising out of or caused by Exhibitor's installation, removal, maintenance, occupancy or use of the exhibition premises or a part thereof, excluding any such liability caused by the sole negligence of the ISACA or Loews Royal Pacific Resort at Universal Orlando®. In addition, Exhibitor acknowledges that neither the ISACA nor Loews Royal Pacific Resort at Universal Orlando® maintains insurance covering Exhibitor's property and that it is the sole responsibility of the Exhibitor to obtain business interruption and property damage insurance covering such losses by Exhibitor. Exhibitor shall be fully responsible to pay for any and all damages to property owned by Loews Royal Pacific Resort at Universal Orlando®, its owners or managers which results from any act or omission of Exhibitor.
19. **Exhibitor-Sponsored Meetings and Social Events.** In the interest of the success of the NACACS 2012 Conference and Exhibition, Exhibitor agrees not to extend invitations, call meetings, or otherwise invite or encourage the absence of attendees from the NACACS 2012 Conference and Exhibition area during the official hours of the NACACS 2012 Conference and Exhibition. Hospitality events shall not conflict with Conference educational sessions.
20. **Miscellaneous.**
 - a. Names of confirmed Exhibitors may be used by ISACA for promotion and publicity purposes for the Conference, including without limitation the right to use Exhibitor's logo or other identifying symbols ("Trademarks"). Additionally, photos and other recordings taken by ISACA staff or ISACA designated contractors during the Conference may also be used by ISACA for promotion and publicity purposes. Exhibitor grants ISACA a non-exclusive, fully-paid, royalty-free license to use Exhibitor's name and Trademarks for promotion and publicity purposes for this conference event.
 - b. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois. All disputes arising out of this Agreement shall be resolved by the courts of the State of Illinois, USA.
 - c. If any provision of this Agreement shall be held invalid and unenforceable, such holding shall not invalidate or render unenforceable any other provision hereof.
 - d. This Agreement may be executed in counterparts, each of which shall be an original, and all of which together shall constitute one and the same instrument.
 - e. This Agreement represents the complete understanding between Exhibitor and the Association, and no amendments, deletions, or additions hereto shall be binding without written approval from both parties, unless otherwise specifically provided herein.
21. **ISACA Event Roster Policy.** All exhibitors and sponsors agree to abide by the ISACA Event Roster Policy. Please contact the ISACA Conference Department should you have any questions.