



EXHIBIT SPACE APPLICATION/CONTRACT

45th Design Automation Conference June 9 - June 12, 2008

Anaheim Convention Center, Anaheim, California

INSTRUCTIONS

1. Please read both sides of this contract carefully for the rules and regulations and print or type all information requested.
2. Complete and sign original copy and send to:
MP Associates, Inc., 45th DAC, 5405 Spine Rd., Ste. 102, Boulder, Colorado 80301, USA
tel +1 303.530.4333, fax +1 303.530.4334.
A 30% deposit of the total license fee will be due upon invoicing from the DAC office.
3. All requests for increases or decreases in exhibit space size must be submitted in writing.
4. EDA Consortium corporate members receive a 10% discount on the cost of exhibit space. In order to be eligible for the discount exhibitors must either be EDA Consortium members for fiscal year 2007 by October 2, 2007, or have become a member prior to submitting this exhibit space application/contract.

EXHIBIT SPACE PRICING

Pricing for 2008 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.

For contracts received prior to September 3, 2007 the cost for exhibit space is as follows:

- The first 100 square feet of exhibit space is \$34.00 per square foot
- From 101 to 400 square feet the cost is \$28.00 per square foot
- From 401 to 900 square feet the cost is \$27.00 per square foot
- From 901 to 1500 square feet the cost is \$26.00 per square foot
- From 1501 to 3000 square feet the cost is \$24.50 per square foot
- 3001 square feet and above the cost is \$22.50 per square foot

For contracts received after September 3, 2007 the cost for exhibit space is as follows:

- The first 100 square feet of exhibit space is \$38.00 per square foot
- From 101 to 400 square feet the cost is \$31.50 per square foot
- From 401 to 900 square feet the cost is \$30.00 per square foot
- From 901 to 1500 square feet the cost is \$29.00 per square foot
- From 1501 to 3000 square feet the cost is \$27.50 per square foot
- 3001 square feet and above the cost is \$25.00 per square foot

Suite-only pricing

Cost for contracts received prior to September 3, 2007, is \$38.00 per square foot.

Cost for contracts received after September 3, 2007, is \$42.50 per square foot.

Suite-only space is available exclusively to first-time 2008 DAC participating companies.

A deposit will be due upon invoicing on the date noted; the amount will depend on the date the contract was received and amount of licensed space. In accordance, the undersigned agrees to the following provisions: Space will be assigned by The Management on the basis of priority order and the above exhibitor defined specifications. If exhibitor fails to pay the required space licensing fees on or before February 1, 2008, and/or April 1, 2008, exhibitor's right to exhibit may be cancelled without further notice or refund of any deposit. If exhibitor cancels its participation in the exhibition, such cancellation shall be considered on its part, and any monies paid hereunder shall be retained by The Management as liquidated damages. **EXHIBITOR AND THE MANAGEMENT SHALL BE BOUND BY THE TERMS, CONDITIONS AND RULES** for exhibiting in this ACM, IEEE, EDAC TECHNICAL EXHIBIT. Any amount payable to DAC pursuant to this contract and not paid by the above deadlines shall bear interest at the rate of 1.5% per month, or the maximum legal rate, whichever is less.

company/organization

mailing address

city

state

zip/postal code

country

telephone

web address

name

title

authorized signature

date

EXHIBIT SPACE DIMENSIONS

1. Total exhibit space required _____ square feet.

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

Booth # 1st _____ 2nd _____ 3rd _____ choice.

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

Suite space _____ square feet.

Additional Comments:

The Management, in its sole discretion, reserves the right to make changes in space assignments that it deems are in the overall best interests of the exhibit.

GUIDELINES FOR SUITE PORTION

Exhibit space must have a portion of the area designated as public access to all attendees.

- Floor spaces less than 400 square feet - a minimum of 100 square feet of an exhibitor's floor space must be public.
- From 400 to 6000 square feet 25% of an exhibitor's space must be public.
- From 6001-7500 - a minimum of 1500 square feet of an exhibitor's space must be public.
- Greater than 7500 - 20% of an exhibitor's space must be public.

DAC will only provide suite walls and carpet to the suite area of an exhibit space according to the above schedule.

COMPANY LIAISON INFORMATION

contact name

company

address

address 2

phone

fax

e-mail

financial contact

e-mail

FOR MANAGEMENT'S USE ONLY

total booth sq. ft. licensed

contract received

booth assigned

total amount due

REGULATIONS AND CONDITIONS OF CONTRACT

This Agreement made this date,

By and Between,

and Association for Computing Machinery "ACM", the Institute for Electrical and Electronics Engineers "IEEE", Electronic Design Automation Consortium "EDAC", Design Automation Conference "DAC" and MP Associates, Inc. "MPA", hereinafter all five collectively referred to as "The Management". By agreeing to this contract, exhibitor agrees to be bound by the "Design Automation Conference Exhibition Operating Rules and Regulations" provided by The Management.

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. The 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 The 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 7" x 44" sign featuring the exhibitor's name and booth number. Aisle carpeting, general guard security and general aisle cleaning are provided. However, The Management accepts no liability for losses or damages of any kind sustained through the exhibition. 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') 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 The Management. **Island Exhibits** have four open sides. **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'.

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" included herein by reference. This document details the conditions under which exhibitors agree to participate and will be strictly enforced by The 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 The 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 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 The Management, which, for reasons of security, in its sole discretion can deny such permission.

7. LIABILITY AND INSURANCE The exhibitor assumes entire responsibility for and hereby agrees to protect, indemnify, defend and hold harmless, The Management, Anaheim Convention Center, and its employees and agents, against all claims, losses and damages to persons or property, governmental charges or fines, and attorney's fees arising out of or caused by exhibitor installation, removal, maintenance, occupancy or use of exhibit premises or a part thereof, excluding any such liability caused by the sole negligence of the Anaheim Convention Center, its employees and agents. In addition, exhibitors acknowledge that The Management and the Anaheim 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 through exhibition.

8. CONVENTION CENTER AND HOTEL PUBLIC SPACE The 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 The 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 If The Management should be prevented from holding the exhibition by any cause beyond its control (such as fires, strikes, Acts of God, etc.) or if it cannot permit the exhibitor to occupy his space due to circumstances beyond its control, The Management will refund to the exhibitor the amount of the license fee paid by them, less a proportionate share of the exhibition expenses, and The Management shall have no further obligation or liability to the exhibitor. If the exhibitor shall have made no license payment, they nevertheless shall be obligated to pay their proportionate share of such expenses.

11. OBSERVANCE OF LAWS Exhibitor shall abide by and observe all laws, regulations and ordinances of any applicable government authority and all rules of the Anaheim Convention Center. Exhibitors are 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 The Management shall assign the exhibit space to the exhibitor for the period of the exhibition (provided the exhibit building is made available to The 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 The Management's decision will be final. The Management reserves the right to transfer assignments when such action is deemed to be in the best interest of the total Exhibition. The 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.

13. AMENDMENTS The regulations have been formulated for the best interest of the exhibitors as well as this exhibition and The Management. All matters and questions not covered by these regulations or in the Exhibition

Operating Rules and Regulations are subject to the decisions of The Management. This contract and/or the "Exhibition Operating Rules and Regulations" may be amended at any time by The Management and all amendments that may be so made shall be equally binding on all parties affected by them as by the original regulations. The 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, The 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, The Management may deny the exhibitor any participation in future Design Automation Conferences.

15. MISCELLANEOUS This contract shall be subject to interpretation by Colorado law and the venue for all legal proceedings involving or arising for this contract shall be in the District Court for Boulder County, Colorado. 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.

LICENSING INFORMATION PRICING Pricing for 2008 follows a graduated discount system based on size of the exhibit space according to the schedule on page one of this licensing agreement. Exhibit space must be licensed in 10' x 10' increments. Exhibit licensing includes:

- Illuminated exhibit space with 8' high backwall drape if needed and 3' high side rails.
- Suite walls and carpet according to the schedule on the opposite page.
- A 7" x 44" identification sign with your company name and booth number (in-line booths only).
- General exhibit hall security service.
- Daily aisle cleaning service.
- A descriptive listing in the official Final Program/Exhibit Guide, which can later serve your prospective buyers as a product directory.
- A Virtual DAC web booth.
- Access to the DAC promotional programs.
- Priority space selection for 46th DAC.
- Choice of hotel accommodations, including hospitality suites and meeting space in the convention center.
- A complimentary list of 45th DAC registrants, after the show for post-conference attendance verification.
- ONE free conference registration for every 500 square feet of exhibit space. Minimum: Two full registrations, Maximum: Twenty full registrations.

CANCELLATION AND DEPOSIT POLICY A deposit equal to 30% of the total licensing fee is due within 30 days of invoicing from The Management. Exhibitors will be invoiced and must make payments totaling 65% of the license fee by February 1, 2008. The balance of the licensing fee shall be paid by exhibitor no later than April 1, 2008. If the 30% deposit is not received within 30 days of invoicing, or on or before October 1, 2007, whichever is later, this contract may be canceled at The Management's option. In the event The Management cancels this contract, exhibitor shall be liable for 30% of the total license fee. In the event this contract is not terminated by The Management, exhibitor shall be liable for the total license fee unless exhibitor cancels, in which case exhibitor's obligation to pay shall be as set forth below.

In the event exhibitor pays the licensing deposit but fails to pay the portion of the licensing fee due by February 1, 2008, or April 1, 2008, respectively, The 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. Any amount payable to DAC pursuant to this contract and not paid by the above deadlines shall bear interest at the rate of 1.5% per month, or the maximum legal rate, whichever is less.

In the event exhibitor cancels or reduces space, exhibitor shall be obligated to pay a percentage of the licensing fee as set forth below. However, an exhibitor shall not be permitted to reduce space unless the exhibitor has paid all amounts owed to The Management, 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 The Management associated with late cancellation or reduction of space.

CANCELLATION/REDUCTION OF SPACE FORFEITURE SCHEDULE

After October 1, 2007 but before February 1, 2008 30% of the total license fee for cancellation or reduction in exhibit space.

After February 1, 2008 but before April 1, 2008 65% of the total license fee for cancellation or reduction in exhibit space.

After April 1, 2008 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 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 The 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 cancelled immediately upon notification of cancellation of exhibit space at the 2008 DAC. The participating hotels have contractually agreed to, and are bound by, this provision. There are no exceptions to this cancellation rule.