



Exhibit Space Application
12th Annual Tower Technology Summit
April 1-3, 2009 Las Vegas, NV
Fax Application to Lucy Green at 415-947-6803

EXHIBITOR PACKAGES

Spaces offered are in multiples of 10 ft., as indicated on floor plan.

Exhibit Space Rates

CTIA Standard: \$40 per square foot

Special Tower Summit: \$38 per square foot

Requested Booth Size: _____ X _____
 Size/Dimensions SF

 Total Square Feet
 #
 Booth #

Total Exhibit Booth Charge: \$ _____

Sponsorship: _____
 Sponsorship Charge: \$ _____

TOTAL CHARGES: \$ _____
 Total Charges

UBM reserves the right to correct any space charges that are calculated incorrectly, and invoice/charge the correct amount.

PAYMENT TERMS

- 1) 50% due upon signing, full balance is due on or before December 15, 2008.
- 2) Full payment is required with contracts completed on or after December 15, 2008.
- 3) Exhibitor agrees that any application accepted without a deposit pending invoicing shall be deemed valid and binding though no deposit was made.
- 4) Make checks payable to **TECHWEB**
- 5) You agree that the exhibit space assigned shall be accepted.
- 6) It is the responsibility of the exhibit company to notify Show Management of any changes that impact the accuracy of this information.
- 7) By signing this agreement you authorize TECHWEB and its vendors to contact your company by phone, fax and email regarding show updates and other information.
- 8) Please provide the accounting information below:

Accounting Contact: _____
 Phone: _____
 FAX: _____
 e-Mail: _____

Check payment :
 TECHWEB – General Post Office, PO Box 9064, New York , NY 10087-9064

Wire Transfer:
 TECHWEB, Account # 754-395929, JP Morgan Chase, New York, NY
 ABA#: 021-000-021 SWIFT Code: CHASU33

Credit Card Payment is accepted but comes in another form and available upon request. Our invoice has the credit card form you can fill out and fax to 516-562-5810.

EXHIBITOR LOGISTICAL INFORMATION (Contact who receives all show materials, correspondence and badge info)

This contract when accepted by UBM LLC, will be a binding contractual agreement. The person signing this contract represents that he/she has the authority to enter into this contract and bind his/her company in terms set forth herein. In addition, the authorizing person acknowledges having read the general terms on the back of this contract and agrees to the terms as written.

Company Name: _____ Web Address: _____
 Logistic Contact Name: _____ Title: _____
 Address: _____ City: _____ State: _____ Zip: _____
 E-mail: _____ Phone: _____ Fax: _____

MARKETING CONTACT INFORMATION (IMPORTANT: Please write clearly) This will appear on the Tower Summit Website
NOTE: Exhibitor will enter this information and their company description in the CTIA website Exhibitor Zone when available.

Company Name: _____ Web Address: _____
 Contact Name: _____ Title: _____
 Address: _____ City: _____ State: _____ Zip: _____
 E-mail: _____ Phone: _____ Fax: _____

Authorized Signature: _____ **Date:** _____

DEFINITIONS

The term "Event" means the Tower Technology Summit co-located at CTIA Wireless scheduled to be held April 1-3, 2009 at the Las Vegas Convention Center (the "Event Facility"). The Event is owned, managed and produced by UBM LLC(UBM). The term "Organizer" means UBM and its officers, directors, agents, affiliates, representatives, employees, successors and assigns. The terms "Exhibitor" or "Sponsor" means the company or person listed on the facing page, together with its officers, directors, shareholders, contractors, agents, representatives, employees and/or invitees, as applicable.

ACCEPTANCE BY ORGANIZER

Exhibitor's participation in the Event is subject to Organizer's approval. Organizer may withdraw its acceptance at any time by refunding the Total Fee paid if Organizer determines that Exhibitor or its product is ineligible. Organizer makes no representations or warranties of any kind, express or implied, regarding the Event or the number of persons who will attend the Event. Event dates, hours, and venue may be modified by information provided to Exhibitor in writing.

ASSIGNMENT AND USE OF SPACE

Benefits and License Grant. UBM will provide exhibit space (the "Space") at the Event for Exhibitor to display its qualified products and services (the "Exhibit"). The Total Fee includes use of the Space and any other benefits as specified in the Application or in the Exhibitor Services Manual as amended from time to time (the "Manual"). Exhibitor grants to Organizer the right to use Exhibitor's name and/or logo in connection with the promotion and production of the Event. Exhibitor may use the Event name before and during the Event solely to promote its participation in the Event and solely in compliance with guidelines produced by UBM from time to time.

Space Assignment, Use, Installation, Occupancy and Dismantling.

UBM will assign the Space. UBM may reassign the Space or alter Event layout or venue at any time. The Space is for Exhibitor's use only. Exhibitor may not share, sell, assign, sublease or charge admission for entry into any portion of the Space (including to an affiliated company) without UBM's prior written consent. Exhibitor must fully occupy the Space, and must provide displays, equipment, carpeting, etc., unless UBM specifies otherwise. Under no circumstances may Exhibitors dismantle their exhibit displays, including related equipment, prior to the close of the Event. Exhibitors who violate these guidelines shall be subject to a penalty of 25% of the Space Fee. Any Exhibits supplied by Exhibitor must be constructed safely using sound engineering practices, and must be installed before, occupied during, and dismantled after the Event in accordance with UBM's schedule. Exhibitor's activities must be confined within the Space, and must be in support of products or services identified on the Application and directly related to Exhibitor's normal business activities. UBM's may refuse permission to exhibit any products or services UBM deems objectionable or unsuitable for the Event. At the Event, Exhibitor may not exchange goods or money without UBM's prior written consent, nor assist any other party in soliciting business without UBM's prior written consent.

Own Risk. Exhibitor has sole responsibility for any loss of its equipment or proprietary information, or any other loss including any subrogation claims by its insurer. Persons visiting, viewing, or otherwise participating in Exhibitor's Space are deemed the invitees or licensees of Exhibitor and not of Organizer.

Third-Party Contractors. Organizer may require Exhibitor to use designated third-party contractors to provide certain services ("Required Contractors"), and Exhibitor must then use only the Required Contractors for such services. Notwithstanding such designation, Required Contractors and third-party vendors listed in the Manual act solely as independent contractors, and Organizer is not responsible for their performance, acts, or omissions. Costs for shipping and insurance of all display materials is the sole responsibility of Exhibitor.

Accommodations. Accommodation costs are the sole responsibility of Exhibitor. Hotel room blocks will be made for business events either at the Event Facility or at a nearby location. To receive the discounted event rate, reservations must be made by the specified room block date, typically 30 days prior to the Event. To receive the room rate, mention UBM/Tower Summit/CTIA and the name of the Event. UBM makes no guarantees as to availability and/or cost of accommodations.

Other Events and Marketing. Exhibitor agrees that it may not use any Organizer event to leverage any other event in which Exhibitor is a sponsor or participant, and therefore agrees that it may not, during the period from two days before until two days after (i) the Event or (ii) any other conference or exhibition event produced by Organizer from three months prior until one year following the Event, conduct, promote, endorse, or sponsor any functions, classes, seminars, exhibits, or similar marketing activities within 50 miles of any such event; other than (i) Exhibitor's participation in the Event under this

Agreement, or (ii) functions approved in writing by Organizer. During the Event, Exhibitor may not promote its products or organization within 500 yards of any Event location, except (i) in advertising contained in periodicals or similar regularly published media, or (ii) as permitted by this Agreement or by Organizer in writing. In the interest of the success of the Event, the Exhibitor agrees not to extend invitations, call meetings or otherwise encourage absence of exhibitors or invited guests from the Event or Event Facility during the official hours of the Event or any function sponsored in connection with the Event by Organizer or its official sponsors.

COMPLIANCE WITH LAWS AND RULES

Laws and Rules. Exhibitor must comply with all applicable laws, regulations, and ordinances in connection with its participation in the Event, including but not limited to rules of the venue and any relevant labor union, construction of the Exhibit in compliance with the Americans with Disabilities Act or its local equivalent, and the terms, conditions, and rules issued by the UBM from time to time in connection with the Event. Exhibitor's conduct, and the use of names and lists captured at the Event or provided by Organizer, are subject to guidelines set forth in the Manual.

Third Party Proprietary Rights. Exhibitor will not violate any proprietary rights of third parties in connection with its participation in the Event, including but not limited to the performance, distribution, or posting of copyrighted material without a license, assignment, or other legally effective permission.

Taxes and Licenses. Exhibitor is solely responsible for obtaining any licenses and permits, and payment of all taxes (including sales and use taxes), license fees, or other charges applicable to its participation in the Event, including taxes collected by Organizer.

CANCELLATION OR TERMINATION BY ORGANIZER

Organizer may cancel all or any part of the Event for any reason beyond its reasonable control, including but not limited to natural or public disaster, act of God, venue construction, insufficient participation, market fluctuations, government regulation, or similar reasons, in which case Organizer will refund to Exhibitor a pro rata portion of any space fees already paid to Organizer, after which Exhibitor will have no further recourse against Organizer. A change in the name of the Event does not constitute a cancellation by Organizer.

CANCELLATION BY EXHIBITOR

TERMINATION BY EXHIBITOR MUST BE IN WRITING AND DATED AND SENT TO ORGANIZER. IN THE EVENT EXHIBITOR **CANCELS ON OR BEFORE DEC 14, 2008, 50% OF THE TOTAL CONTRACTED AMOUNT WILL BE CHARGED AS A CANCELLATION FEE. FOR CANCELLATION MADE ON OR AFTER DECEMBER 15, 2008, THE EXHIBITOR IS RESPONSIBLE FOR PAYING 100% OF THE TOTAL CONTRACTED AMOUNT. NON-COMPLIANCE WITH ANY PAYMENT TERM OR CANCELLATION BY EXHIBITOR WILL RESULT IN LOSS OF SPACE AND COLLECTION OF ALL FEES DUE.**

Exhibitor acknowledges the difficulty in determining a precise value for service rendered and expenses incurred by UBM for the Event, and of ascertaining damages incurred by UBM if Exhibitor terminates this contract or Exhibitor's participation in the Event; the amounts due from Exhibitor under this contract as of the effective date of any termination by Exhibitor belong to UBM and represent an agreed measure of compensation, and are not to be deemed or construed as a forfeiture or penalty.

Because these dates are related to the Event date and not to the date of this agreement, these dates shall apply regardless of the date on which this agreement is executed. This amount is considered to be liquidated and agreed upon damages, for the injuries the Organizer will suffer as a result of Exhibitor's cancellation. This provision for liquidated and agreed upon damages is a bona fide provision and not a penalty. The parties understand that the withdrawal of the space reserved from availability at a time when other parties would be interested in applying for it will cause the Organizer to sustain damages. In this situation, the Organizer's damages will be substantial, but they will not be capable of determination with mathematical precision. Therefore, the provisions for liquidated and agreed upon damages have been incorporated into this Agreement as a valid pre-estimate of these damages. The date of cancellation shall be the date the Organizer receives the written notice.

Termination of Agreement. UBM reserves the right to terminate this contract immediately by written notice to Exhibitor in the event of breach or anticipatory breach by Exhibitor of any of the terms and conditions set forth herein, in any addendum hereto or in the Manual, including failure to make any payment when due under the terms of this contract. UBM is expressly authorized (but has no obligation) to occupy

or dispose of any space vacated or made available by reason of action taken under this paragraph in such manner as it may deem best, and without releasing Exhibitor from any liability hereunder

Organizer Materials. The Manual and any other methodologies or planning materials distributed to Exhibitor related to the planning or execution of the Event ("UBM Materials") are owned exclusively by and are confidential information of Organizer. UBM grants to Exhibitor a nontransferable, nonexclusive license, on an "AS IS" basis, to use such UBM Materials solely in connection with Exhibitor's participation in the Event. Exhibitor is responsible for obtaining the Manual from UBM. Upon completion of the Event or earlier termination of this Agreement, Exhibitor promptly must return the UBM Materials to UBM upon UBM written request. Exhibitor may use but may not sell lists of Event exhibitors or attendees without UBM's prior written permission.

LIMITATION OF LIABILITY; INDEMNITY.

Under no circumstances is Organizer or the Event Facility (the "Event Providers") be liable for lost profits or other indirect, incidental, consequential, or punitive damages for any of their acts or omissions in connection with the Event, whether or not such Event Provider has been apprised of the possibility of such damages or lost profits. In no event will Organizer's liability hereunder, or otherwise in connection with the Event, exceed the amount actually paid to it by Exhibitor for the Space. Organizer is not liable for any errors in any listing or descriptions or for omitting Exhibitor from the Event show guide or other materials.

None of the Event Providers are liable to Exhibitor for any damage, loss, harm, or injury to the person, property, or business of Exhibitor, or any of its visitors, officers, agents, employees, or other representatives, resulting from theft, fire, earthquake, water, unavailability of the venue or intermediate staging facilities, insufficient participation, accident, or any other reason in connection with the Event or any planning meetings, demonstrations, or stagings, except to the extent such liability arises directly from the willful misconduct of the Event Provider against whom liability is sought to be assessed.

Exhibitor agrees to defend, indemnify, and hold harmless the Event Providers and those lawfully in the venue from and against any claim, loss, liability, or damage suffered due to (i) Exhibitor's construction or maintenance of an unsafe Exhibit, and/or (ii) the negligence or misconduct of Exhibitor or its agents or Exhibitor's breach of any commitment made hereunder. Exhibitor must maintain proper insurance coverage for its property and liability, and represents and warrants that it has obtained adequate insurance of at least \$1 million to cover its potential liability hereunder. Upon UBM's request, Exhibitor will furnish UBM an insurance certificate reasonably acceptable to UBM, naming the Event Providers as beneficiaries of a broad form endorsement.

RELEASE

Exhibitor acknowledges that the Event may be recorded and reproduced in any form (including but not limited to digital formats), and hereby authorizes Organizer and its designees to record, transcribe, modify, reproduce, publicly perform, display, distributed, redistribute, and transmit in any form and for any purpose any such recording of the Event, and agrees to execute any additional release presented by Organizer, its licensees, or permittees, in connection with such activity or to give effect to this provision. Exhibitor hereby releases Organizer and its designees from and waives all claims it or its employees or agents may possess, now or in the future, in connection with such activities, and specifically waives any statutory restriction on waivers of future claims or moral rights.

MISCELLANEOUS

When accepted by Organizer, this Agreement will constitute the entire agreement between Exhibitor and Organizer concerning its subject matter, and may only be modified in a writing signed by the parties. Organizer's rights under this Agreement are not deemed waived except as specifically stated in writing and signed by an authorized representative. If any term of this Agreement is declared invalid or unenforceable, the remainder continues in full force and effect. Organizer may assign this Agreement or its responsibilities to any other party. Any action arising out of this Agreement or the Event must be brought in Orange County, California, and governed by the law of that locale, exclusive of the choice of law rules of any jurisdiction, and Exhibitor consents to the exclusive jurisdiction of such courts. Organizer is entitled to recover reasonable attorneys' fees and costs in any action to enforce this Agreement. Exhibitor may not assign this Agreement to any other party, including a successor in interest in the event of a merger or sale of assets, without the prior written consent of Organizer, in which event Exhibitor must guarantee performance of the assigned obligations. This Agreement is binding upon the permitted heirs, successors, and assigns of Exhibitor