



# SPONSORSHIP & EXHIBITION GUIDE

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## THE IAITAM ACE

The IAITAM ACE is the conference where ITAM industry professionals come together to explore the latest in IT Asset Management and its effects on business operations and profitability. ACE fulfills the needs of the ITAM professional with educational lectures, workshops, product demonstrations and networking opportunities. Moreover, it provides attendees with relevant knowledge that can be implemented upon their return to the office to start new asset management programs or improve existing ones.

This industry-leading event provides valuable opportunities for you to reach decision makers in the IT Asset Management community win business. Any company targeting the IT Asset Management market must attend!

On average, IAITAM hosts over 2,000 attendees each year from the IT Asset Management arena bringing together the knowledge and networking our industry demands. IAITAM's ACE conferences now span the globe with events held annually. Visit [iaitam.org/events](http://iaitam.org/events) for a full list of upcoming IAITAM ACE events.

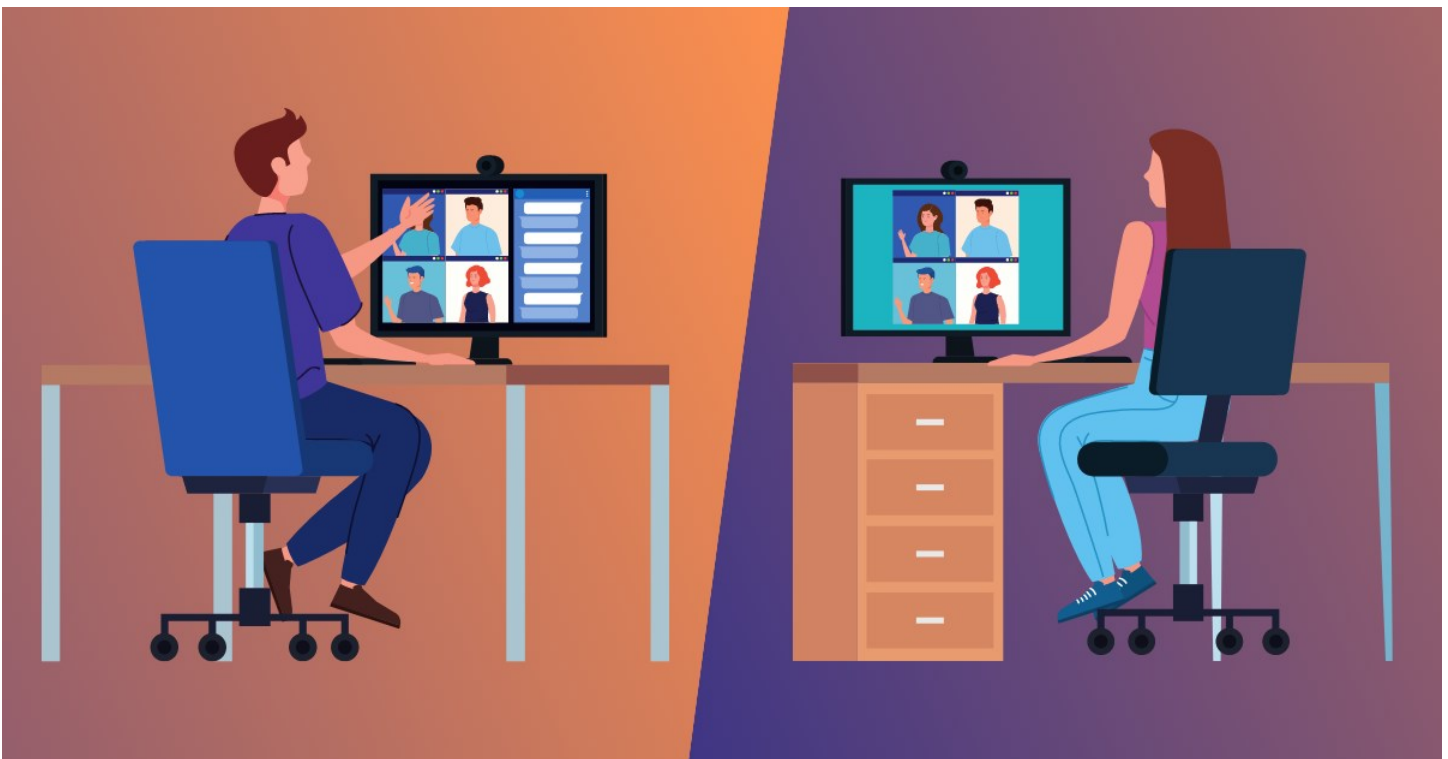


IAITAM ACE attendees are qualified buyers. They attend our Conference for enhanced ITAM education, networking and the possibility to see cutting-edge technology offerings for the IT Asset Management community. Attendees are either senior management or ITAM practitioners attempting to raise their ITAM knowledge to the next level by learning how others are solving similar problems in their own enterprises and with what products. Employees from some of the largest organizations from around the globe participate in this must-attend industry event!

## EVENT INFORMATION

Connect with your target audience, ITAM professionals, from around the world! Becoming a Sponsor or an Exhibitor at the ACE gives you a virtual booth that can be branded with custom colors, images and website links. Flyers, case studies and other marketing collateral can be saved and downloaded by conference attendees. Your company representatives are alerted every time an attendee enters the virtual booth area, and are able to easily start a public or private chat with them. There are additional networking opportunities available inside the Networking Lounge, an open video chat room.

The IAITAM Spring Virtual ACE will be held May 19-20, 2021 as a live, online event. After the event, you will have access to attendee information for both those who visited your booth and those who downloaded your content.



## IAITAM ACE SPONSORSHIP

### Platinum



**\$20,000/\$15,000**

As the exclusive Platinum Sponsor, your company gets maximum exposure to attendees throughout the ACE! Your company's logo is included on banners throughout the virtual platform, and your marketing materials will be included in the Conference Bag provided to all attendees. A full-page ad in the conference program and ad space on ITAK will add to the impact of your message. Your customized booth will be the first one attendees see in the virtual exhibition hall, and acknowledgement of your Sponsorship will be on IAITAM's website and all pre-conference materials. Finally, as the Platinum Sponsor you gain access to the Attendee List.

### Sponsor



**\$11,500/\$8,250**

Beyond your customized virtual booth, as a Sponsor you gain access to marketing benefits including a half-page ad in the conference program, your marketing materials included in the Conference "Bag" provided to all attendees, acknowledgement of your Sponsorship on IAITAM's website and all pre-conference materials, and inclusion on designated event signage. Finally, as a sponsor you gain access to the Attendee List.

### Exhibitor



**\$4,995/\$4,250**

As an exhibitor, you get the opportunity to connect with your target audience at your virtual booth. Customize your booth with your company's colors, images, information, and linked marketing materials.



## SPONSOR AND EXHIBITION BENEFITS

	Platinum	Sponsor	Exhibitor
Virtual Booth with 16 content modules	✓		
Virtual Booth with 6 content modules		✓	
Virtual Booth with 2 content modules			✓
Advertisement on a Circular Hanging Banner	✓		
Advertisement on 2 Large Wall Banners	✓		
Advertisement on a Small Hanging Ceiling Banners	2	1	
Advertisement in the Lobby	✓		
Advertisement on a Floor Banner	2	2	1
Inclusion of Sponsor on all Pre-Conference Marketing Material distributed by IAITAM	✓	✓	
Full-Page color advertisement in the Conference Program	✓		
Half-page Color Advertisement in the Conference Program		✓	
In-show push announcements via ACE Site Highlighting Booth/Sponsor level/Speaker session - Exclusive x4	4	1	
Pre-Conference Scheduled Marketing Opportunities (pre-registration is required)	✓		
Links to YouTube video embedded directly in your ACE site profile - up to 4 links	✓		
Banner advertisement on ITAK website (up to 6 months prior to Conference)	✓		
Acknowledgement of Sponsorship on IAITAM's Website including Sponsor logo and company description and a link to the Sponsor's Website	✓	✓	✓
Sponsor's marketing collateral in Virtual Conference Attendee Bags	✓	✓	
Access to Attendee List Post-Conference in Electronic Format*	✓	✓	
8 Free Attendee Passes for the entire Conference	✓		
4 Free Attendee Passes for the entire Conference		✓	
2 Free Attendee Passes for the entire Conference			✓

\*Terms and Conditions apply



# SPONSOR/EXHIBITOR DELIVERABLES

The table below is a guide to the conference required due dates and components.



DESCRIPTION	DUE DATE
<b>Booth Collateral—REQUIRED</b> Content will be turned into marketing@iaitam.org and must contain the following. Title (for internal use only 80 characters max including spaces), Display Name (for external use 80 characters max including spaces), Description (500 characters max including spaces). The following content types are allowed: PDF, Link, Video (MP4, Youtube Embedded Code, Vimeo Embedded Code)	May 1st
<b>Additional Booth Items—REQUIRED</b> Company description ( 240 characters max including spaces), up to 3 booth representatives ( First Name, Last Name, Email Address)	May 1st
<b>Booth Design Items—REQUIRED</b> IAITAM will design your booth on your behalf, the following items are needed: Booth Color ( Limit of one color), high resolution logo no larger than 300x300 pixels.	May 1st
<b>Sponsor Booth Image Overlays—REQUIRED</b> IAITAM will place these images on your behalf, these images will overlay your content module spots. Please be sure to name the image accordingly. The following sizes are needed in pixels: 429x132, 114x67, 114x67, 50x51, 50x51, 50x51 You will have one area sized 110x188 which is a banner image only with no collateral or links attached to it.	May 1st
<b>Exhibitor Booth Image Overlays—REQUIRED</b> IAITAM will place these images on your behalf, these images will overlay your collateral spots. Please be sure to name the image accordingly. The following sizes are needed in pixels: 114x67, 114x67	May 1st
<b>Additional Information</b> The following information is required for each piece of content sent to marketing@iaitam.org for your booth.  Title Display Name Content Title Description Content Type	
<b>CONFERENCE MATERIALS GO TO PRINT</b>	30 days out
Please keep submission word count within the provided guidelines. IAITAM reserves the right to shorten submitted titles, descriptions and display names to fit the provided parameters. Sponsors/Exhibitors missing deadlines are subject to replacement.	

## IAITAM ACE SPONSOR & EXHIBITOR ORDER FORM

	PLATINUM SPONSOR	SPONSOR	EXHIBITOR
Please check selected level:			

### SPONSOR

50% Payment is due for Sponsorship upon return of the Sponsorship Registration Form and Agreement. Payment in full is due ninety (90) days prior to the Conference start.

### EXHIBITOR

Payment for Exhibit Booth is due in full upon Exhibitor's return of the Exhibitor Registration Form and Agreement.

### Artwork Deadlines

High-resolution PNG of logo, 100-150 word organization description: Due upon signing

Conference Program Ad: May 1, 2021

\*Contact Member Services at +1.330.628.3012 if signing post deadlines

If payment is not received by IAITAM ninety (90) days prior to the Conference, Sponsor relinquishes all rights to its designated Exhibit Booth. Payment may be made by Check, Credit Card or Purchase Order. If paying by Check, all Checks shall be made payable to IAITAM and remitted to the Attention of IAITAM Annual Conference & Exhibition Management, c/o IAITAM, 4848 Munson St NW, Canton, Ohio 44718 USA. If paying by Credit Card or Purchase Order, please provide all necessary information as indicated below. IAITAM, in its sole discretion, reserves the right to accept or reject an Exhibitor or Sponsor. IAITAM, in its sole discretion, shall have final approval of all displays and demonstrations in the Exhibit Booth. Any display or demonstration deemed unacceptable by IAITAM, in its sole discretion, shall not be permitted to participate unless and until such display or demonstration is approved by IAITAM.

\*Exhibit Booth is available on a first-come, first-serve basis and subject to change until payment is made in full; subject to terms and conditions. No pre-conference marketing will take place until full payment is received.

PAYMENT METHOD :	CREDIT CARD	CHECK	WIRE	PURCHASE ORDER
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Paid in full: \$ \_\_\_\_\_

Credit Card: IAITAM values your personal data and will no longer accept credit cards directly or via phone\*

Check #: \_\_\_\_\_

Wire Confirmation #: \_\_\_\_\_

Purchase Order #: \_\_\_\_\_

\*Please contact [conference@iaitam.org](mailto:conference@iaitam.org) for credit card payment options.

## IAITAM ACE SPONSOR/EXHIBITOR CONTRACT

*Details regarding booth setup, booth location and hours of operation are available at IAITAM.org*

### Company Information

Company Name			
Address 1		Contact Name	
Address 2		Title	
City		Phone #	
Country		Email	
ZIP/Postal Code		Fax	
State/Region/Province		Website URL	

Nature of Exhibitor's Business:

Products/Services to be displayed/demonstrated:

### Attendee Information

*The exhibitor fee includes the right of the exhibitor to have two (2) representatives attend*

Attendee 1		Attendee 2	
Name	<input type="text"/>	Name	<input type="text"/>
Title	<input type="text"/>	Title	<input type="text"/>
Phone #	<input type="text"/>	Phone #	<input type="text"/>
Email	<input type="text"/>	Email	<input type="text"/>

*Any and all changes to the information herein shall not be approved without the prior written consent of IAITAM*



## TERMS AND CONDITIONS

1. IAITAM Conference and Exhibition Spring 2021 (the "Conference") shall be held Virtually (the "Conference Site") on May 19-20, 2021. The Conference is owned, operated and managed by IAITAM.
2. Subject to the Conference Site's providing the Exhibit Booth to IAITAM, IAITAM shall assign to Exhibitor/Sponsor, for the duration of the Conference, the Exhibit Booth specified herein, or such other Exhibit Booth of comparable size and cost that IAITAM, in its sole discretion, may assign to Exhibitor/Sponsor. Such assignment is made for the 2021 Spring Conference only and does not imply that same or similar space will be held or offered to Exhibitor/Sponsor at future IAITAM conferences.
3. Exhibitor/Sponsor hereby agrees to pay the Exhibit Fee and to maintain its exhibition presence at the Conference Site for the duration of the Conference. Failure of Exhibitor/Sponsor to maintain its exhibition presence throughout the Conference shall be deemed a material breach of this Agreement.
4. Exhibitor/Sponsor agrees that the Exhibit Fee and all costs related to Exhibitor/Sponsor's participation in the Conference (the "Additional Exhibitor/Sponsor Fees"), including, but not limited to, any promotional material such as banners, electronic media and advertising in any Conference Collateral Material as hereinafter defined, including, but not limited to, the Conference Program, Conference Videotape, Conference Directory, Conference Guide and Conference Daily Schedule of Events and any other collateral material related to the Conference (all of the foregoing hereinafter collectively referred to as the "Conference Collateral Material"), must be paid in full to IAITAM prior to Exhibitor/Sponsor's move-in to its assigned Exhibit Booth. In the event that Exhibitor/Sponsor fails to pay the Exhibit Fee or any Additional Exhibitor/Sponsor Fees as required herein, IAITAM may reassign the Exhibit Booth designated to such Exhibitor/Sponsor. In the event that Exhibitor/Sponsor pays the Exhibit Fee and the Additional Exhibitor/Sponsor Fees after such reassignment, IAITAM, in its sole discretion, may assign another Exhibit Booth of comparable size and cost to Exhibitor/Sponsor, if available. In all cases, Exhibitor/Sponsor shall remain liable to IAITAM for payment of all Exhibit Fees and Additional Exhibitor/Sponsor Fees set forth in this Agreement, subject only to Section 16 hereof.
5. IAITAM makes no representations or warranties as to the number of people who will attend the Conference. IAITAM reserves the right to change the name of the Conference, the Conference Site, the Conference Exhibit hours and official Conference suppliers.
6. Exhibitor/Sponsor agrees that in the event any advertising it may place in any Conference Collateral Material does not run or contains material errors or omissions due to the gross negligence or willful misconduct of IAITAM, IAITAM will apply any refund related thereto and due to Exhibitor/Sponsor to the Exhibitor/Sponsor Fee for the Conference in the subsequent year, it being acknowledged that said adjustment shall constitute Exhibitor/Sponsor's full and sole relief. IAITAM reserves the right to circulate any advertising to Conference attendees within thirty (30) days after the Conference and such circulation shall constitute a full run of such advertising and no adjustment shall be due and owing to Exhibitor/Sponsor.
7. IAITAM shall supply Exhibitor/Sponsor with the Exhibitor/Sponsor Manual, which shall contain the rules and regulations governing Exhibitor/Sponsor's participation in the Conference. Exhibitor/Sponsor acknowledges and agrees that the Exhibitor/Sponsor Manual is an integral part of this Agreement and is incorporated herein by reference as if fully rewritten herein. Exhibitor/Sponsor further agrees to observe and abide by any additional rules and regulations which may be promulgated by IAITAM for the efficient and safe operation and the success of the Conference.
8. . Conference Sponsors (Platinum Level, Sponsor Level) will be given access to the Conference Attendee List. Access to the Conference Attendee List is non-transferable, non-assignable and limited to a one-use instance. By accessing and/or using the Conference Attendee List and the data therein, Exhibitor/Sponsor acknowledges that it understands and agrees that the Conference Attendee List is a one-use instance license, not sold, confidential and proprietary to IAITAM, and all worldwide intellectual property and database protection rights therein and relating thereto are and will remain the exclusive property of IAITAM. Except for the limited rights to the Conference Attendee List and the data therein expressly granted to Exhibitor/Sponsor by IAITAM, Exhibitor/Sponsor will have no right, title or interest (whether by implication, estoppel or otherwise) in or to the Conference Attendee List or the data therein or any intellectual property rights therein or thereto. Exhibitor/Sponsor agrees to protect the confidentiality of the Conference Attendee List and the data therein with the same degree of care that it uses to protect the confidentiality of its own proprietary and/or confidential information of like kind (but in no event less than reasonable care) and not to disclose, distribute, sell or otherwise use the Conference Attendee List and the data therein for any purpose not expressly authorized by IAITAM. Exhibitor/Sponsor shall limit access to the Conference Attendee List to those of its employees, contractors and agents who need such access for purposes consistent with the limited licensed use rights. After Exhibitor/Sponsor uses its one-use instance, the limited license shall terminate and Exhibitor/Sponsor shall cease all further use of the Conference Attendee List. If Exhibitor/Sponsor does not cease use or otherwise breaches this Agreement and/or its confidentiality obligations, IAITAM will be entitled to recover all losses, costs, expenses and damages caused by that failure and Exhibitor/Sponsor will pay all such expenses that IAITAM incurs on demand. IAITAM will also be entitled to relief by injunction, and any other right or remedy at law or in equity to enforce IAITAM's rights.
9. Exhibitor/Sponsor shall only display the products and/or services as hereinabove described in the Exhibit Booth. Exhibitor/Sponsor shall have adequate personnel in its Exhibit Booth during the entire Conference as specified by IAITAM. Any substantial change in the type or character of Exhibitor/Sponsor's products and/or services displayed in the Exhibit Booth shall require IAITAM's prior written consent. No exclusivity as to the type of products and/or services to be displayed by an Exhibitor/Sponsor is extended to any Exhibitor/Sponsor unless specifically negotiated with IAITAM and a fee for such exclusivity is paid to IAITAM. Any such exclusivity shall be expressly noted on the face of this Agreement.
10. The Exhibit Booth assigned to any given Exhibitor/Sponsor is not contingent on the location of the Conference entrances or exits, food concessions or attractions. The parties agree that the Exhibit Booth assigned to Exhibitor/Sponsor is final and may not be changed once the Conference has opened to attendees, except at the discretion of IAITAM.
11. All designs for Exhibit Booth displays (except those involving the use of tables, showcases and standard walls) must be submitted to IAITAM for approval one (1) month prior to the commencement of the Conference. IAITAM's approval shall not relieve Exhibitor/Sponsor from its obligation to obtain all necessary permits from the Conference Site, local unions, etc. prior to construction of any display in the Exhibit Booth.

12. During the Conference's scheduled times, Exhibitor/Sponsor shall not make any promotional efforts, nor supply any transportation, that has the effect of drawing attendees away from the Conference to local showrooms or hospitality suites or any non-Conference exhibit area without the prior written consent of IAITAM. Exhibitor/Sponsor may not participate in any way in any other trade show conducted during the same time period and in the same geographic region of the Conference. Exhibitor/Sponsor may not promote in any way any other trade show during the Conference without the prior written consent of IAITAM.
13. IAITAM, in its sole discretion, may provide security services at the entrances and exits to the Exhibition area of the Conference as it deems necessary. Notwithstanding the foregoing, Exhibitor/Sponsor assumes all responsibility and liability for losses, damages and claims arising out of injury or damage to Exhibitor/Sponsor's employees, representatives and agents, and its displays, equipment and other property brought upon the Conference Site and shall indemnify, defend and hold harmless IAITAM and the Conference Site and their respective shareholders, directors, officers, employees, representatives and agents from and against any and all such losses, damages and claims, including attorney's fees. Exhibitor/Sponsor agrees to indemnify, defend, and hold harmless IAITAM and the Conference Site and their respective shareholders, directors, officers, employees, representatives and agents from and against any and all losses, damages and claims, including attorney's fees, brought against IAITAM and/or the Conference Site which result from any injury to persons or property arising out of any act or failure to act IAITAM ACE 2021 Exhibition by Exhibitor/Sponsor, its shareholders, directors, officers, employees, representatives or agents, in connection with Exhibitor/Sponsor's use of its assigned Exhibit Booth and its display therein or its participation in the Conference. Exhibitor/Sponsor shall obtain Comprehensive General Liability Insurance in the amounts of \$1,000,000.00 for any one accident, and \$250,000.00 for property damage. A Certificate of Insurance for said coverage naming IAITAM as an additional insured, satisfactory to IAITAM, shall be provided to IAITAM no later than April 15, 2021. Exhibitor/Sponsor shall obtain a waiver of subrogation, releasing the carrier's subrogation rights, from any insurance carrier which carries any risk coverage insuring its property.
14. Exhibitor/Sponsor shall not take any photographs of the Conference without the express written consent of IAITAM. Exhibitor/Sponsor agrees that IAITAM may take photographs of Exhibitor/Sponsor's Exhibit Booth and personnel before, during or after the Conference hours, for use by IAITAM in promoting the Conference and future conferences. Exhibitor/Sponsor further agrees to grant IAITAM the non-exclusive right to use any of its logos, trademarks, service marks, etc., as such may appear in said photographs for IAITAM's marketing and promotional efforts related to the Conference and future conferences. Any marketing or Conference materials requiring changes after the final due date will be at the Exhibitor/Sponsors expense.
15. Exhibitor/Sponsor shall not use music from any source in its Exhibit Booth which requires permission from the copyright owner unless it has, in advance, obtained a license to publicly perform such music, paid any fees required to be paid for the public performance of such music and provided IAITAM with a copy of the fully-executed license agreement for the public performance of such music. Exhibitor/Sponsor agrees to indemnify, defend and hold harmless IAITAM and the Conference Site and their respective shareholders, directors, officers, employees, representatives and agents from any and all losses, damages and claims, including attorney's fees, resulting from Exhibitor/Sponsor's failure to comply with these requirements.
16. If Exhibitor/Sponsor cancels this Agreement, 50% of the Exhibit Fee is recoverable if cancelled prior to 120 days before the start of the event. Any cancellation received after 120 days before the start of the event will forfeit 100% of the Exhibit Fee. This amount is deemed to be liquidated damages for the injuries IAITAM will suffer as a result of Exhibitor/Sponsor's cancellation, not a penalty. The effective date of Exhibitor/Sponsor's cancellation shall be the date IAITAM receives written notice of Exhibitor/Sponsor's notice of cancellation.
17. IAITAM shall be entitled to close Exhibitor/Sponsor's Exhibit Booth at any time during the Conference for Exhibitor/Sponsor's failure to perform, meet or observe any term or condition set forth herein. Any such Exhibitor/Sponsor shall not be entitled to a refund of any of the Exhibitor/Sponsor Fee or any of the Additional Exhibitor/Sponsor Fees. In the event that Exhibitor/Sponsor cancels this Agreement according to its terms and conditions, and such cancellation is received by IAITAM after 120 days before the start of the event, then Exhibitor/Sponsor, in addition to forfeiting 100% of the Exhibit Fee as set forth in Paragraph 15, shall pay IAITAM any additional expenses IAITAM may incur in decorating the Exhibit Booth which the Exhibitor/Sponsor canceled or reconfiguring the Exhibition to accommodate one less Exhibitor/Sponsor.
18. To the extent that a party is not able to perform an obligation under this Agreement due to fire, flood, strike or other labor interruption, terrorism, war, riot, an act of God, an act of government, insurrection, civil disturbance or other cause beyond that party's reasonable control, that party shall not be liable for failing to perform that obligation; provided, however, the refund of the Exhibit Fee and the Additional Exhibitor/Sponsor Fees to an Exhibitor/Sponsor shall be at the sole discretion of IAITAM. In the event a refund is made, it shall be equal to Exhibitor/Sponsor's proportionate share of the aggregate exhibit fees received by IAITAM, less Exhibitor/Sponsor's proportionate share of the aggregate Conference expenses incurred by IAITAM and reasonable compensation due to IAITAM. In no event shall the amount refunded to Exhibitor/Sponsor exceed the amount of the Exhibit Fee paid by such Exhibitor/Sponsor. Exhibitor/Sponsor shall not have any right to an accounting review or audit of the financial records of IAITAM. In the event an Exhibitor/Sponsor cancels this Agreement prior to any cancellation of the Conference by IAITAM due to a force majeure, such Exhibitor/Sponsor shall not be entitled to any refunds paid pursuant to this Section 18.
19. Neither IAITAM nor the Conference Site accepts responsibility, nor is a bailment created, for merchandise or equipment delivered by or to Exhibitor/Sponsor at any time. IAITAM, its shareholders, directors, officers, employees, representatives, agents and official suppliers neither offer nor accept responsibility for any of Exhibitor/Sponsor's property. If Exhibitor/Sponsor desires private guard or bailment services, it shall hire such security separate and distinct from any security hired by IAITAM or the Conference Site, and shall remain solely responsible for such goods so entrusted. Exhibitor/Sponsor personnel shall not be permitted to enter the Conference Site with firearms whether or not they are duly licensed to carry same. Exhibitor/Sponsor agrees to defend, indemnify and hold IAITAM and the Conference Site and their respective shareholders, directors, officers, employees, representatives and agents harmless from any loss, damages and claims, including attorney's fees, resulting from the use of firearms owned or in the possession of Exhibitor/Sponsor or its personnel.
20. Exhibitor/Sponsor agrees that neither IAITAM nor the Conference Site, nor any of their respective shareholders, directors, officers, employees, representatives or agents shall be held accountable or liable for, and the same are hereby released from accountability and liability for, any damage, loss, harm or injury to the person or property of Exhibitor/Sponsor or of Exhibitor/Sponsor's shareholders, directors, officers, employees, representatives or agents resulting from theft, fire, water, accident or any other cause. Exhibitor/Sponsor also agrees that IAITAM and the Conference Site shall not obtain any insurance against such damage, loss, harm or injury to any person or property of Exhibitor/Sponsor or any of Exhibitor/Sponsor's shareholders, directors, officers, employees, representatives or agents and that the procuring of insurance against those risks is solely the responsibility of Exhibitor/Sponsor.
21. Exhibitor/Sponsor shall abide by and observe all federal, state and local laws, ordinances, rules and regulations, IAITAM's rules and regulations, the Conference Site's rules and regulations, and all union rules and regulations as they relate to Exhibitor/Sponsor's participation in the Conference. Additionally, Exhibitor/Sponsor shall obtain all necessary permits or licenses at its sole cost and expense.

22. Exhibitor/Sponsor acknowledges that the rights granted to it hereunder including, but not limited to, access to the Conference Site, may be revoked by IAITAM at any time and for any reason whatsoever. Exhibitor/Sponsor agrees that it will provide a complete list of its exhibit attendees to IAITAM no later than twenty-one (21) days prior to the Conference. If Exhibitor/Sponsor fails to provide said list to IAITAM, Exhibitor/Sponsor agrees that it is forfeiting all Exhibitor/Sponsor passes that are not present on said list.

23. IAITAM shall have the right to cancel this Agreement and/or to prohibit, close, correct, remove or eliminate any or all of Exhibitor/Sponsor's Exhibit Booth and any of Exhibitor/Sponsor's signs, cards, printed material, souvenirs, catalogs or other things, circumstances, conduct or actions, or refuse Exhibitor/Sponsor to move in or set up its Exhibit Booth with or without cause at any time as determined within its sole discretion. In the event that this Agreement is canceled by IAITAM under the provisions of this Section 23, Exhibitor/Sponsor shall remain liable for any deficiency, loss or damage suffered by IAITAM by reason thereof which loss, deficiency or damage Exhibitor/Sponsor agrees to pay IAITAM, on demand, together with any reasonable expenses and costs, including attorney's fees, incurred by IAITAM reason thereof. IAITAM is expressly authorized (but has no obligation) to occupy, cause to be occupied, or dispose of any Exhibit Booth vacated or made available by reason of action taken by IAITAM under this Section 23 in such manner as it may deem in the best interest of the Conference, with or without receiving any consideration therefore, without releasing Exhibitor/Sponsor from any liability hereunder.

24. Without the express prior written consent of IAITAM, Exhibitor/Sponsor shall not sell, transfer, assign or sublet to a third party its rights hereunder to its Exhibit Booth or any portion thereof. If any Exhibitor/Sponsor desires to share its designated Exhibit Booth with any other Exhibitor/Sponsor(s), all Exhibitor/Sponsors in that Exhibit Booth must sign separate Exhibitor/ Sponsor Registration Form and Agreements pertaining to that Exhibit Booth, and each Exhibitor/Sponsor shall be jointly and severally bound by all of the terms and conditions thereof. Subject to Section 23, in the event of (i) the sale or transfer of more than 50% of the stock or other ownership interest in Exhibitor/Sponsor, or (ii) the merger or consolidation of Exhibitor/ Sponsor with another whereby Exhibitor/Sponsor is not the surviving entity, this Agreement shall be terminable at the option of IAITAM within ninety (90) days after IAITAM receives written notice of such event. In the event of a merger of two or more Exhibitor/Sponsors where this Agreement is not terminated by IAITAM, IAITAM shall, upon request of Exhibitor/Sponsor, make all reasonable efforts to consolidate the Exhibit Booths contracted for by both Exhibitor/ Sponsors into one Exhibit Booth equal to the sum of the Exhibit Booths originally purchased by said Exhibitor/Sponsors when they were independent entities. However, in the event that is not possible to consolidate the Exhibit Booths of the subject Exhibitor/Sponsors, the Exhibitor/Sponsor surviving the merger shall be liable for all of the Exhibit Booths originally contracted for by each of the merged Exhibitor/Sponsors. This Agreement shall be binding upon Exhibitor/Sponsor's successors and assigns, subject to the terms and conditions of this Agreement regarding assignment.

25. Exhibitor/Sponsor agrees to pay interest at the rate of 1.5% per month (18% per annum) or at the maximum interest permissible by law, whichever is higher, on any and all past due Exhibitor/Sponsor Fee, Additional Exhibitor/Sponsor Fees or any other fees. Exhibitor/Sponsor also agrees to pay all collection costs of IAITAM, including attorney's fees, together with any court costs, incurred by IAITAM in enforcing its rights hereunder.

26. This Agreement is deemed to be entered into in the State of Ohio and governed by the laws of the State of Ohio without regard to its conflict of laws principles. Exhibitor/Sponsor consents to the personal jurisdiction of the state courts of Ohio or the United States District Court for the Northern District of Ohio, as their respective jurisdictions may lie, for the resolution of any and all disputes and claims arising out of and/or relating to this Agreement. Exhibitor/Sponsor waives any claims it may assert as to lack of personal or subject matter jurisdiction, and agrees that such jurisdiction exists in Ohio.

27. This Agreement along with IAITAM's terms and conditions and Privacy Policy at [iaitam.org](http://iaitam.org) constitutes the entire agreement between IAITAM and Exhibitor/Sponsor, and supersedes all prior agreements and undertakings, both written and oral, between them with respect to its subject matter.

28. No change to this Agreement shall be valid unless in writing signed by the parties hereto which refers specifically to this Agreement and states the parties' intention to change it.

29. If any term or provision or any portion of such term or provision of this Agreement or the application of such term or provision to any circumstance is finally determined by a court of competent jurisdiction to be invalid or unenforceable in whole or in part, such term, provision or portion of such term or provision shall be ineffective to the extent of such determination, without rendering invalid or unenforceable the remaining terms and provisions of this Agreement, which remaining terms and provisions shall be construed to preserve to the maximum extent possible the intent and purposes of this Agreement. Any such invalidity or unenforceability in any jurisdiction shall not invalidate or render invalid or unenforceable such term or provision or any portion of such term or provision in any other jurisdiction.

30. During the Conference, Exhibitor/Sponsor agrees not to solicit for hire or retain as an independent contractor, any person who is an employee of IAITAM, any other Exhibitor/Sponsor, any Sponsor or any Conference attendee. For the purpose of this provision, solicit shall be deemed to include, but is not limited to, advertisement in any Conference collateral material.

31. Exhibitor/Sponsor grants IAITAM a world-wide, non-exclusive, revocable right to include a hyperlink from [iaitam.org](http://iaitam.org) to Exhibitor/Sponsor's URL address, as provided by Exhibitor/Sponsor to IAITAM.

32. Exhibitor/Sponsor hereby grants IAITAM a worldwide, non-exclusive revocable license to distribute, merge, combine, copy, use and duplicate its trademark, trade name, logo or marketing materials provided to IAITAM for the purposes of marketing the Conference.

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