

EXHIBITOR AGREEMENT
BY AND BETWEEN
MARKETSCOUT CORPORATION
AND
"EXHIBITOR"

EXHIBITOR:

("Exhibitor")

CONTACT NAME:

EXHIBITOR ADDRESS:

1. **Exhibit.** This agreement ("Agreement") by and between the Exhibitor and MarketScout Corporation ("MARKETSCOUT") memorializes the Exhibitor's agreement to be an Exhibitor in 2008 at the eInsurance Symposium ("Event"). MARKETSCOUT will provide the following benefits to Exhibitor as part of this Agreement ("Benefits"):

eInsurance Symposium Exhibit

- Booth space to showcase your product(s) or service(s)
 - One (1) complimentary registration for the entire eInsurance Symposium and entry to all events
 - Logo recognition in the eInsurance Symposium website and Event program
 - Logo signage at the eInsurance Symposium
- Opportunity to distribute gift or room drop to event/activity attendees or all Symposium attendees
2. **Payment.** In consideration of the Benefits provided, Exhibitor must pay **\$2,950 for its eInsurance Symposium Exhibitor Booth Space ("Payment") in full on or before June 1, 2008.**
3. **Cancellation.** Except for a cancellation of the Agreement by Exhibitor as a result of the events listed in Section 7, the Exhibitor is liable to reimburse MARKETSCOUT for all costs and expenses that MARKETSCOUT incurs as a result of cancellation or failure of the Exhibitor to exhibit as contemplated by this Agreement. In the event an Exhibitor cancels (or is deemed by MARKETSCOUT to have cancelled due to non-payment of amounts in a timely manner) or fails to exhibit, and the cancelled space is not resold to a new exhibitor at the same price or higher and/or the entire Event is not sold out, the Exhibitor will remain fully liable for the entire Payment due regardless of whether the Exhibitor actually exhibits at the Event ("Cancellation Type A").

An Exhibitor that cancels from the Event (or is deemed by MARKETSCOUT to have cancelled due to non-payment of amounts in a timely manner), or that fails to exhibit and the cancelled space is resold to a new exhibitor at the same price or higher and the entire Event is sold out ("Cancellation Type B") is only liable to MARKETSCOUT for the following cancellation charges:

Prior to June 1, 2007

From June 1, 2007 through July 31, 2007

From August 1, 2007 until Event

Any refunds will be payable thirty (30) days after the Event.

The date of cancellation is the date MARKETSCOUT receives actual written notice. Notice of cancellation must be made in writing to MARKETSCOUT.

In addition to the foregoing, if Exhibitor does not make timely payment of its obligations as provided in this Agreement, MARKETSCOUT may, without liability and without limitation of or prejudice to any other rights it may have, immediately terminate and remove from the Event and any other materials, any further advertising, links, references, or recommendations of or to Exhibitor.

4. **Rules and Regulations.** Exhibitor agrees to abide by and adhere to all laws of the State of **Texas**, all pertinent ordinances of **Dallas** County, and all Event policies adopted by MARKETSCOUT. These policies and terms are hereby made a part of this Agreement as if copied in full herein.
5. **Termination.** Either party may terminate this Agreement (a) at any time with written notice to the other party in the event of a material breach of this Agreement by the other party, which breach remains uncured after thirty (30) calendar days written notice thereof; (b) immediately following written notice to the other party if the other party (1) ceases for any reason to do business in the normal course, (2) becomes or is declared insolvent or bankrupt, (3) is the subject of any proceeding related to its liquidation or insolvency (whether voluntary or involuntary) which is not dismissed within ninety (90) calendar days, or (4) makes an assignment for the benefit of creditors; or (c) upon the occurrence of an event of Force Majeure. MARKETSCOUT may terminate this Agreement at any time with written notice to Exhibitor if the Event is cancelled or postponed either by the hotel hosting the Event or by MARKETSCOUT for any reason. If MARKETSCOUT terminates the Agreement as a result of (a) or (b) above, then such termination will be considered a Cancellation Type A by Exhibitor and Exhibitor will be fully liable for the Payment set forth in Section 2.

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6. **Exhibit Installation/Dismantling.** Installation of exhibits may begin at **12:30 pm, Monday, September 15, 2008**. All exhibits must be in place and ready for display no later than **5:30pm on Monday, September 15, 2008**. All exhibits must be removed by **4:00 pm, Wednesday, September 17, 2008**. No alterations to the exhibit set-up will be allowed during the Event hours. Exhibitors may not begin dismantling their exhibits until **1:30 pm on Wednesday, September 17, 2008**. **There will be no exceptions.**
7. **Insurance.** At the discretion of MARKETSCOUT, MARKETSCOUT may require Exhibitor, for itself and on behalf of decorators, contractors, service people, or others employed by Exhibitor, to secure, furnish, and maintain insurance as follows:
- a. Worker's Compensation Insurance in the minimum amounts required by the State of **Texas**.
 - b. Comprehensive General Liability Insurance with minimum combined limits of liability of One Million Dollars (\$1,000,000) for bodily injury and/or property damage in any one occurrence.
- Such insurance coverage will name MARKETSCOUT, the Exhibitor and their respective officers, agents and employees as additional insured parties.
- Such policy will be issued by any insurance company authorized to transact business in the State of **Texas**. Exhibitor will furnish MARKETSCOUT with appropriate certificates of insurance reflecting such coverage prior to the Event. Such certificates will also provide that coverage will begin no later than **September 14, 2008** and not be cancelled or materially altered prior to **September 18, 2008**.
8. **Notice.** All notices to MARKETSCOUT should be sent to 5420 LBJ Freeway, Suite 850, Dallas, TX 75240, fax number (972) 934-4299 to the attention of Chris Yount.
9. **Miscellaneous.** This Agreement is subject to the Terms and Conditions described in Schedule "A" attached hereto. By signing below, Exhibitor acknowledges that it has read and understood the Terms and Conditions and agrees to be bound by them throughout the term of this Agreement.

If the Agreement and the attached Terms and Conditions are acceptable, sign on the signature page of this Agreement and return the Agreement via facsimile to the fax number listed in Section 8 of this Agreement.

AGREED AND ACCEPTED:

Dated: _____

EXHIBITOR NAME

Contact Name

Contact Title

Dated: _____

MARKETSCOUT

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SCHEDULE A

The following terms and conditions are incorporated into and apply solely to the Agreement for exhibit space:

1. **Definitions.** All defined terms used in the Agreement attached hereto are incorporated herein and made a part hereof by this reference.
2. **Character of Exhibits.** MARKETSCOUT reserves the right to approve the character of all displays and to prohibit any display which, because of noise or other objectionable features, detracts from the general character of the Event. Advertising, signs and stunts which are promotional in nature, and/or are intended for use in the booths, the exhibit hall, or the approaches thereto, must be submitted in writing to MARKETSCOUT for approval.
3. **Damage.** Exhibitors will be liable for any damage caused by Exhibitor to the hotel hosting the Event; to equipment furnished by MARKETSCOUT or service suppliers designated by them; and/or the property or person of any other Exhibitors or attendees.
4. **Floorplan.** MARKETSCOUT may at any time change the size or location of the Exhibitor's space or layout of the exhibition if MARKETSCOUT deems it necessary for the good of the Event.
5. **Space Assignment.** The Event space assignments will be at the discretion of MARKETSCOUT and as provided to Exhibitor after this Agreement is signed by MARKETSCOUT.
6. **Exhibitor Attendance.** Only paid employees of the company contracted to exhibit are allowed to attend the Event and/or work at the Exhibitors Booth.
7. **Exhibitor Conduct.** No soliciting of attendees is permitted in the aisles or in other exhibitors' booths. Samples, catalogues, pamphlets, souvenirs, and other promotional items may be distributed by the Exhibitor and its representatives (including models) only within its booth. No Exhibitor shall be permitted to conduct any prize drawings or awards for providing names and addresses, without written prior approval of MARKETSCOUT. All signs, advertising, literature and other promotional material must directly relate to the Exhibitor's name, product and service as set forth and approved in the Agreement. The Exhibitor's officers, agents, and employees may not wear clothing that MARKETSCOUT deems, in its discretion, as inappropriate or not in keeping with the character of the Event.
8. **Limitation of Damages.** Except as provided in the next paragraph, Exhibitor expressly waives any recourse for damages against MARKETSCOUT in the event MARKETSCOUT terminates this Agreement for any reason.

If MARKETSCOUT terminates this Agreement on account of Force Majeure, or any other condition necessitating the cancellation of the Event (other than one caused either directly or indirectly by Exhibitor), MARKETSCOUT's sole obligation to the Exhibitor is either a refund of any monies paid in advance, ("Refund"), or a credit forward of any monies paid in advance to be applied to a future event ("Exhibitor Credit"). Exhibitor must send prior written notice to MARKETSCOUT of its election either to receive a Refund or an Exhibitor Credit within thirty (30) days following delivery of notice of cancellation of the Event by MARKETSCOUT. If MARKETSCOUT does not receive the notice described in the preceding sentence within the time period described, then MARKETSCOUT will promptly send a Refund to the Exhibitor. If Exhibitor elects to receive an Exhibitor Credit and timely notifies MARKETSCOUT of such election, the Exhibitor must apply the Exhibitor Credit within twelve (12) months following the date on which notice of cancellation of an Event is delivered to Exhibitor. Any Exhibitor Credit not applied or carried forward by Exhibitor within the twelve (12) month period described in the preceding sentence will be considered waived by Exhibitor and Exhibitor will be deemed to have waived all of its rights with regard to the Exhibitor Credit amount. Notwithstanding the foregoing, if Exhibitor chooses to apply the Exhibitor Credit to a future Event, then Exhibitor must give MARKETSCOUT no less than thirty (30) days prior written notice of its election and, by that time, have signed a new agreement with MARKETSCOUT agreeing to the terms and conditions of the new event.

MARKETSCOUT WILL BE NOT BE LIABLE TO EXHIBITOR OR ANY PERSON, FIRM, CORPORATION OR OTHER BUSINESS ASSOCIATION CLAIMING BY, THROUGH, OR UNDER EXHIBITOR UNDER ANY THEORY OF TORT, CONTRACT, STRICT LIABILITY, OR OTHER LEGAL OR EQUITABLE THEORY FOR LOST PROFITS, EXEMPLARY, PUNITIVE, SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES, EACH OF WHICH IS HEREBY EXCLUDED BY AGREEMENT OF THE EXHIBITOR REGARDLESS OF WHETHER OR NOT EXHIBITOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

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The provisions of this section will survive the expiration or termination of this Agreement for any reason.

9. **Subleases.** The Exhibitor may not sublease or license any portion of its Event area.
10. **Fire Marshal Requirements.** The Exhibitor must comply with all applicable fire safety requirements for the Event.
11. **Confidentiality.** The parties shall each keep the terms of this Agreement strictly confidential at all times except for any disclosure required to be made by law. In addition, each party acknowledges that information that is confidential or proprietary to the disclosing party ("Confidential Information") may be disclosed to the other party during the course of this Agreement. Each party will at all times, both during the Term of this Agreement and thereafter, keep in confidence all of the other party's Confidential Information, and will not use such Confidential Information without the other party's prior written consent. Neither party will disclose the other party's Confidential Information to any person except its employees and independent contractors to whom it is necessary to disclose the Confidential Information for purposes permitted under this Agreement and who have agreed to receive it under terms at least as restrictive as those specified in this Agreement. Each party will take reasonable measures to maintain the confidentiality of the other party's Confidential Information, but never less than the standard of care that an ordinarily prudent business would exercise to maintain the secrecy of its own confidential information. Each party will immediately give notice to the other party of any unauthorized use or disclosure of the other party's Confidential Information of which it becomes aware.
12. **Promotional Considerations.** Exhibitor agrees to provide the promotional consideration listed in the Agreement. In exchange for the promotional consideration described in the Agreement, Exhibitor will receive the advertising, marketing, and benefits described in the Agreement.
13. **Use and Protection of Trademarks and Other Intellectual Property.** Exhibitor and MARKETSCOUT acknowledge that each party owns certain names, trademarks, service marks, copyrights, and other intellectual property ("Marks"), and owns or has certain merchandising rights in and to the Marks, and all goodwill associated with or symbolized by the Marks.

Neither party will do anything inconsistent with the ownership of the Marks and related goodwill, and all uses of or references to the Marks shall inure to the benefit of the respective owner. Nothing in this Agreement shall be deemed to constitute or result in an assignment of any of the Marks or the creation of any equitable or other interests in them. Neither party will impugn, challenge, or assist in any challenge to the validity of the Marks, any registrations thereof, or the ownership thereof. Each party will be solely responsible for taking such actions, as it deems appropriate to obtain trademark, service mark, or copyright registration for its respective Marks, and shall not take such action with respect to the other party's Marks. All rights with respect to the Marks not specifically granted in this Agreement shall be and are hereby reserved to the respective owner.

Each party hereto grants to the other a nonexclusive, nontransferable right to use its Marks during the term of this Agreement and subject to the Terms and Conditions hereinafter set forth, solely in connection with advertising and promoting the Event. In terms of using said Marks in a logo format, MARKETSCOUT will use the stylization shown unless notified and provided with a new stylization by Exhibitor. Exhibitor recognizes that if Exhibitor does not timely notify MARKETSCOUT prior to print or other deadlines MARKETSCOUT needs to meet, MARKETSCOUT will use said Marks in the stylization shown in Exhibit A.

Exhibitor acknowledges and agrees that it shall use only those Marks of MARKETSCOUT which are listed on Exhibit "A" attached hereto, and that it shall not use any Marks of MARKETSCOUT or any of its affiliates on any materials or products for sale without first entering into a separate licensing agreement with MARKETSCOUT.

Upon termination or expiration of this Agreement for any reason, both parties shall cease all use of the Marks of the other party as soon as practicable, but in any event no later than thirty (30) days after such termination or expiration.

Neither party is granted any right or license under this Agreement to sell, or otherwise distribute for sale to the public, any of the promotional materials, or items related thereto. If a party desires to sell, or distribute for sale, any of such materials or other merchandising or novelty items bearing the names, trademarks, copyrights or other intellectual property of the other party, then it shall request permission to do so from the other party, and if granted, the parties shall negotiate in good faith a separate licensing agreement covering such materials or items before they may be sold or distributed for sale.

Exhibitor agrees to verify that any vendor, exhibitor, or distributor of one or more products bearing any MARKETSCOUT trademark, including the Marks (the "Products"), that intends to sell, promote, or distribute the Products on Exhibitor's premises before, during, or after the Event be expressly authorized to manufacture, sell and distribute such product(s) pursuant to a valid

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trademark license agreement executed with MARKETSCOUT ("MARKETSCOUT Trademark License"), or that the vendor, exhibitor, or distributor has purchased the Products from a licensed vendor/manufacturer that has an active MARKETSCOUT Trademark License agreement and whose products shall be appropriately identified as licensed. If Exhibitor or MARKETSCOUT learns that unlicensed or unauthorized Products are being sold on Exhibitor's premises, Exhibitor shall take prompt action to remedy the situation to the satisfaction of MARKETSCOUT.

14. **Indemnification.** Each party agrees to indemnify ("Indemnifying Party") and hold harmless the other party and its authorized agents, independent contractors, guests, or employees ("Indemnified Party") for all claims, losses or liability incurred by 1) the marketing of any goods or services that the Indemnifying Party sells; 2) any libel, defamation, violation of right of privacy or publicity, copyright infringement, trademark infringement or other infringement of any third party right, fraud, false advertising, misrepresentation, product liability or violation of any law, statute, ordinance, rule or regulation throughout the world in connection with the Indemnifying Party's products or services; or 3) any injury to person or damage to property of the Indemnified Party (including bearing all reasonable legal costs as they occur) sustained as a result of the negligence or omission of the Indemnifying Party.
15. **Force Majeure.** The performance of this Agreement by either party is subject to acts of God, war, acts of terrorism, newly imposed government regulations, disaster, strikes, or threat of strikes, civil disorder, or curtailment of transportation facilities ("Force Majeure").
16. **Dispute Resolution.** Any unresolved controversy or claim arising out of or relating to this Agreement or breach thereof, including, without limitation, any dispute concerning the scope of this clause, will be settled by arbitration in accordance with the commercial rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Any award shall be limited to actual damages; punitive damages shall not be awarded. The prevailing party shall be entitled to recover its expenses of arbitration and any other justifiable costs.
17. **Miscellaneous.** The parties to this Agreement are independent contractors. Neither party is an agent, representative, or partner of the other party. Neither party shall have any right, power, or authority to enter into any agreement for or on behalf of, or incur any obligation or liability of, or to otherwise bind, the other party. This Agreement will be binding and inure to the benefit of all successors and assigns of the parties. The failure of either party to insist upon or enforce strict performance by the other party of any provision of this Agreement or to exercise any right under this Agreement shall not be construed as a waiver or relinquishment to any extent of such party's right to assert or rely upon any such provision or right in that or any other instance. Except where otherwise specified in this Agreement, the rights and remedies granted to a party under this Agreement are cumulative and in addition to, and not in lieu of, any other rights or remedies which the party may possess at law or in equity. This Agreement sets forth the entire agreement between the MARKETSCOUT and the Exhibitor, and supersedes any and all prior agreements of MARKETSCOUT or the Exhibitor with respect to the transactions set forth herein. No change, amendment or modification of any provision of this Agreement shall be valid unless set forth in a written instrument signed by the party subject to enforcement of such amendment. In the event that any provision of this Agreement is held invalid by a court or arbitration panel with jurisdiction over the parties, (i) such provision shall be deemed to be restated to reflect as nearly as possible the original intentions of the parties in accordance with applicable law and (ii) the remaining terms, provisions, covenants and restrictions of this Agreement shall remain in full force and effect. This Agreement shall be interpreted, construed, and enforced in all respects in accordance with the laws of the State of **Texas**, except for its conflicts of law principles. Except as otherwise provided herein, the Exhibitor hereby irrevocably consents to the exclusive jurisdiction of the courts of the State of **Texas** and the federal courts situated in the State of **Texas** in connection with any action arising under this Agreement. In the event of any proceeding arising out of or relating to this Agreement, the prevailing party will be entitled to recover from the losing party all of the costs and expenses incurred in connection with such proceedings, including without limitation all costs and reasonable attorneys and expert witness fees.
18. **Violation of Terms and Conditions by Exhibitor.** MARKETSCOUT reserves the right to terminate the Exhibitor's display privileges at any time, without prior notice or liability, if MARKETSCOUT, in its sole discretion, determines that Exhibitor has materially breached any of the terms, conditions, rules, or regulations of this Agreement.

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**EXHIBIT A
(MARKS)**