FiO 2016 EXHIBIT SPACE CONTRACT

19-20 October 2016 · Rochester Riverside Convention Center · Rochester, NY, USA

OSA®

Return signed contract to: FiO Exhibits, c/o OSA, 2010 Massachusetts Ave., NW, Washington, DC 20036
Tel: +1.202.416.1428 Fax: +1.202.416.1408 Email: exhibitsales@osa.org

Primary Contact — to receive all information pertaining to exhibit ❑ We are a first-time exhibitor.

If no Buyers' Guide information is submitted online by the deadline (to be provided), this information will be published as shown.

Company Name: _____

❑ Division of / ❑ Subsidiary of: _____

Contact Name: _____

Job Title: _____

Address: _____

City _____ State/Province _____ ZIP/Postal Code: _____ Country: _____

Tel: _____ Fax: _____ Skype ID: _____

Email: *(main mode of communication—print clearly)* _____

URL: _____

Billing Contact — (please complete only if different from above)

Contact Name: _____

Job Title: _____

Address: _____

City _____ State/Province _____ ZIP/Postal Code: _____ Country: _____

Tel: _____ Fax: _____ Skype ID: _____

Email: _____

Cost of Exhibit Space: One half (50%) of the space rental fee is due with this application and is non-refundable. Full payment is due with all contracts received after 15 April 2016—no refunds will be given for space cancelled after this date. *A signed contract obligates the Exhibitor pay the deposit; after 15 April 2016 the exhibitor is obligated to pay 100% of the contracted amount. Defaults in payment may result in reassignment of space or cancellation (subject to cancellation fee schedule). See cancellation clause on the back of this form.*

All Space Includes Company identification sign, One complimentary technical registration (up to $1,000 value), One copy of technical program, Unlimited exhibit personnel registrations, Complimentary post-show mailing list of all meeting attendees, Company profile listing in Buyers' Guide*, Company profile and link on web site*. Company profile listing in Mobile Application.*

10'x10' Booth ❑ OSA Industry Development Associates Member - $1780** ❑ Non-member - $1990
Cost includes: Raw 10' x 10' exhibit space (approximately 9 sqm), Back and side drape, Additional furnishings, carpet, electricity and services will be available to order via the Exhibitor Service Manual. Any additional costs will be the Exhibitor's responsibility.

Tabletop ❑ OSA Industry Development Associates Member - $1225** ❑ Non-member - $1440
Cost includes: One display table, Two side chairs, and Standard carpet

Please list your top three space choices below:

1. _____
2. _____
3. _____

** Benefits contingent upon date of signed contract.*
*** OSA Industry Development Associates Member rates apply only if the membership is active at the start of the Conference.*

Contract Authorization: By signing below, with or without appropriate payment, this contract shall become a legally binding contract. The individual signing this document represents that he/she is duly authorized to execute this binding contract on behalf of the exhibitor. By signing this agreement, Exhibitor agrees to abide by and be bound to this Contract, FiO Management's rules and regulations, any additional rules and regulations published by FiO Management, and the following documents (which are hereby incorporated by reference as part of this Contract) as they may be amended by FiO Management from time to time: FiO Exhibitor Service Manual (inclusive), FiO Online Exhibitor Service Center (inclusive), FiO Exhibitor Newsletters.

Authorized Representative Name *(Please Print)*: _____

Authorized Signature: X _____ Date: _____

Payment: Make checks payable (in US Dollars, drawn on a US bank) to OSA. If payment is to be made by wire transfer, direct funds to: Bank of America, 1501 Pennsylvania Ave. NW, Washington, DC 20013, ABA# 0260-0959-3, Beneficiary, OSA . Acct.# 20-867-84-287, SWIFT BOFAUS3N. Please incorporate any bank fees associated with your wire transfer, to include a $25 processing fee by Bank of America, as remitter is responsible for these fees.

You may also pay by credit card: ❑ Visa ❑ M/C ❑ Diners ❑ AmEx

Amount: _____

Card No: _____ Exp. Date: _____

Print Name *(as it appears on card)*: _____

Cardholder Signature: _____ Date: _____

FiO 2016 EXPOSITION RULES & REGULATIONS

Read Carefully — Avoid Misunderstandings

Frontiers in Optics (FiO) is managed by the Optical Society of America, Inc. (OSA). Below, the term "Venue" refers to the Rochester Riverside Convention Center. Rules and Regulations may be amended at any time by FiO Management in its sole reasonable discretion. FiO Management reserves the right to grant or deny its consent in its sole reasonable discretion and the right to apply, interpret, and enforce these rules in its sole reasonable discretion. Any point not specifically covered in these rules is subject to the decision of FiO Management, whose decision shall be final.

PURPOSE OF THE EXHIBIT: To disseminate knowledge and promote the development and application of optics. The comprehensive technical exhibition will serve to introduce new products and services to the market and to educate individuals in these areas with regard to these technologies. Only exhibitors whose materials are related to those purposes will be allowed to maintain displays. FiO Management reserves the right to determine whether Exhibitor's materials relate to the purpose of the exhibition.

ACCEPTANCE AND ASSIGNMENT OF SPACE: This Contract shall be deemed accepted by FiO Management upon space assignment. Space will be assigned on a first come, first served basis. Although FiO Management will attempt to fulfill Exhibitor's space request, exhibit space will be assigned by FiO Management in its discretion and its decision shall be final; provided, however, that FiO Management reserves the right to revise the exhibition floor plan and/or reassign space assignments at any time without notice to Exhibitor.

PAYMENTS: Exhibit space rental is $1990 USD for each 10'x10' booth and $1440 USD for each tabletop for non-members, and $1780 USD for each 10'x10' booth and $1225 USD for each tabletop for OSA Industry Development Associates Member rates apply only if the membership is active at the start of the Conference.

A non-refundable 50% deposit of the total space rental fee is due with Contract. All booth charges must be paid in full by 15 April 2016. A signed contract obligates the Exhibitor pay the deposit; after 15 April 2016 the exhibitor is obligated to pay 100% of the contracted amount. Defaults in payment may result in reassignment of space or cancellation (subject to cancellation fee schedule).

CANCELLATIONS: This Contract may be cancelled by Exhibitor by giving written notice to FiO Management, subject to the following fees:

- On or before 15 April 2016 - 50% of the full contracted space rental fee
- After 15 April 2016 - 100% of the full contracted space rental fee

These fees apply in the event of Exhibitor cancellation or failure to participate for any reason whatsoever. Cancellation fees will NOT be applied to any other past, current, or future charges incurred by Exhibitor and are non-transferable. In no event will Exhibitor receive a credit from any revenue later generated by reuse of the reserved space by FiO Management. Exhibitor shall also forfeit all exhibitor privileges, including but not limited to:

- Hotel rooms reserved via the Exhibitor Housing Block;
- Exhibitor Technical and Booth Personnel badges;
- Access to press room and press conference slots;
- Ability to rent the FiO 2016 attendee list with mailing address (only); and
- Access to sponsorships and advertising opportunities, as well as removal of company listing from the Exhibit Buyers' Guide, website and mobile application.

UPSIZING: At any time after signing the original Contract, Exhibitor may enter into a new contract for a standard exhibit space, subject to availability.

ARRANGEMENT OF EXHIBITS: FiO Management follows International Association of Exhibitions and Events (IAEE) Guidelines. Exhibitor agrees to arrange exhibits so that the general view of the floor will not be obstructed nor hide other objects.

All Space

- Company identification sign, One complimentary technical registration (up to $1,000 value), One copy of technical program, Unlimited exhibit personnel registrations, Complimentary post-show mailing list of all meeting attendees, Company profile listing in Buyers' Guide*, Company profile and link on web site*. Company profile listing in Mobile Application.*

Booths

- Display space is raw 10' x 10' or 9 sqm space; maximum height of the booth and display is 8 feet. All materials must be displayed within the above mentioned space and cannot be adhered to walls.
- Carpet, unless otherwise noted in the Exhibitor Service Manual, will need to be ordered by the exhibitor.

Tabletop Exhibits

- Display space is 5' x 8' or 4 sqm space; maximum height of the display is 8 feet including the table, or 5 feet 6 inches from the table's surface. One display table, Two side chairs, Standard carpet, and Wastebasket.
- All materials must be displayed within the above mentioned space and cannot be adhered to walls.

SERVICES: FiO Management has designated official exhibition contractors as outlined in the Exhibitor's Service Manual. Services for these and other contractors will be available and charged at the then-current rates by the contractor directly to Exhibitor. FiO Management and its Sponsors assume no responsibility or liability for such contractors. Exhibitor wishing to use Exhibitor Appointed Contractors (EACs) for non-exclusive services must follow proper application procedures, as outlined in the Exhibitor Service Manual. Exhibitor must use qualified union personnel for material handling, installing and dismantling exhibits, and other services as required by the Venue's rules and regulations. Applicable union regulations for the Venue will be provided in the Exhibitor Service Manual.

COMPLIANCE WITH LAWS, RULES, AND SAFETY PRECAUTIONS: Exhibitor is responsible for knowledge of and compliance with all federal, state, and local laws, regulations, orders, and requirements applicable to Exhibitor's participation in the FiO Conference, as well as all rules and regulations of the Venue. Exhibitor is responsible for obtaining any licenses and permits necessary for its own exhibition. Exhibitor shall take all necessary measures to safeguard persons and property in the Venue from any hazards associated with Exhibitor's exhibit equipment. Exhibitor shall comply with applicable industry safety standards, including but not limited to the following: Center for Devices and Radiological Health's Federal Laser Product Performance Standard (21CFR1040), the American National Standards Institute (ANSI) Standard Z-136.1-2007 on Safe Use of Lasers (or, alternatively, the American Conference on Governmental Industrial Hygienists (ACGIH) Guide for Control of Laser Hazards) in the operation of all coherent sources during the FiO Conference. A copy of the OSA's "Guidelines for a Safe Exhibit" is available upon request. Exhibitor agrees that if notified by FiO Management that the condition of Exhibitor's space is unsatisfactory for any reason, Exhibitor will immediately remedy the condition. Consequences for Exhibitor's failure to do so include but are not limited to cancellation of Exhibitor's space.

INSTALLATION AND DISMANTLING: Until full payment of the space rental fee has been received, Exhibitor will not be allowed to pick-up exhibit badges, or set up, nor will freight or furnishings be delivered to booth.

MOVE-IN: Exhibit material cannot be received at the Venue prior to the move-in date. Exhibitor must commence installation of its exhibit in contracted space by 14:00 EDT, 18 October 2016. Should Exhibitor fail to do so, Exhibitor may be deemed a "No Show" and its space shall be subject to reassignment or cancellation without notice (unless FiO Management has earlier approved Exhibitor's late arrival). Should Exhibitor arrive after this deadline, FiO Management reserves the right to assign or withhold space, and any new space assigned shall be subject to the terms and conditions of the Contract as if it were Exhibitor's original contracted space. FiO Management is under no obligation to publicize Exhibitor's new location, and Exhibitor will not be allowed to set up during show hours. Installation of Exhibitor's exhibit must be complete no later than 17:00 EDT, 18 October 2016.

MOVE-OUT: Exhibitor must not dismantle exhibit nor begin packing before the final closing of the exhibition, 14:00 EDT, 20 October 2016. Written permission from FiO Management is required for delivery or removal of any portion of an exhibit during the open exhibition hours. Exhibitor shall remove all its property from the Venue by 18:00 EDT, 20 October 2016. If such property is not removed within the period of time for move-out, FiO Management may remove such property at Exhibitor's expense. The advance written approval of FiO Management shall be required for any additional move-in and/or move-out time. Exhibitor agrees that if FiO Management should receive, handle, or have in its care or custody Exhibitor's property of any kind shipped or otherwise delivered to the Venue prior to, during, or following the exhibition, FiO Management shall act solely for the accommodation of Exhibitor and FiO Management shall not be liable for any loss, damage, or injury to such property.

RESTRICTIONS: Exhibitor's activities shall be restricted to Exhibitor's booth space only. FiO Management reserves the right to restrict, reject, prohibit, or eject any exhibit, in whole or in part, which becomes objectionable due to noise, safety hazards, or other reasons. FiO Management reserves the right to deny access to or eject any person whose behavior becomes objectionable. In any such event, no refunds will be issued. Sanctions for noncompliance with FiO Management's rules and regulations also include, but are not limited to, forfeiture of all fees paid and ineligibility to exhibit at or attend any future FiO Conference.

SUBLEASING SPACE: Unless approved in advance and in writing by FiO Management, Exhibitor shall not assign or sublet this Contract, in whole or in part, nor exhibit any products or services other than those manufactured or handled in Exhibitor's normal course of business, nor permit any third party to solicit business in Exhibitor's space. Multiple-company sharing of exhibit space shall require advance written permission from FiO Management.

COMPETING EVENTS: Exhibitor shall not conduct any competing event of more than 50 people during official FiO Conference hours.

CALIFORNIA EXHIBITS: When FiO is located in California, exhibitors engaged in selling activities must possess a valid California seller's permit (unless exempt from such requirement under California law). FiO Management may be required to provide a list of Exhibitors and their seller's permit status to the California Board of Equalization. Upon request, Exhibitor must promptly (within 10 business days) provide FiO Management with its seller's permit number (or reason for exemption).

ADVERTISING MATTER: FiO Management reserves the right to prohibit distribution of souvenirs, advertising matter, or any other materials. Distribution from anywhere other than within Exhibitor's booth is forbidden.

MUSIC: Due to licensing restrictions, the use of music in presentations, including video presentations, is permitted but Exhibitor must be prepared to provide FiO Management with proof of Broadcast Music Industry (BMI), American Society of Composers & Performers (ASCAP), or Society of European Stage Authors and Composers (SESAC) and licenses. Exhibitors using such music agree to indemnify and hold harmless the Sponsors against any claims, liability or damages resulting from their use of such music.

FOOD AND ALCOHOL: Rochester Riverside Convention Center is the exclusive provider of food, beverage, and catering services within the Venue. Any Exhibitor offering alcoholic beverages at any event held in conjunction with the FiO Conference must (i) carry a minimum of two million dollars ($2,000,000.00) in liquor liability insurance during the event and (ii) comply with all the rules and requirements of the Venue and Operator as well as the FiO Management alcohol policy, which may be obtained from FiO Management upon request.

AMERICANS WITH DISABILITIES ACT (ADA): Exhibitor is solely responsible for ensuring that its booth is in full compliance with the ADA and for all costs related thereto.

BOOTH PERSONNEL: Exhibitor must have staff present at booth during all open exhibition hours. Exhibitor personnel shall conduct themselves in a professional manner at all times. All booth personnel must be dressed appropriately to conduct business. Inappropriate attire includes, but is not limited to, sexually suggestive or obscene outfits or costumes unrelated to the topic of the meeting.

PHOTOGRAPHY AND VIDEO TAPING: Neither photography nor video taping are permitted in the Venue without the express written consent of FiO Management. Sanctions for noncompliance include, but are not limited to, the seizure and destruction of film or electronic storage devices. FiO Management may withhold consent in its sole discretion.

SOUND LEVELS: Sound levels of presentations must be kept at or below 85 decibels and not interfere with surrounding exhibits.

CHILDREN: In the interest of safety, no person under 18 years of age will be allowed on the show floor during exhibition set-up and teardown hours. During open exhibit hours, children 12 years old and under must be accompanied by a supervising adult at all times. Parents of younger children may request an exemption from FiO Management in the event of extraordinary circumstances. No matter what the age of the child, as a condition of the child's admission to the Exhibit Hall, parents or guardians must agree to abide by FiO Management's rules regarding children and to be responsible for the child and assume all responsibility for damage to exhibits and equipment. Strollers are not allowed on the show floor at any time.

FORCE MAJEURE: Management may suspend or terminate this Contract without penalty in the event the Venue becomes unavailable, is destroyed or damaged, or if it becomes inadvisable, impracticable, illegal, or impossible to hold the FiO Conference as scheduled due to any event beyond the control of FiO Management, including but not limited to the following: strike; lockout; injunction; emergency; act of God; act of war; curtailment of local, national, or international transportation facilities with a significant impact on domestic and/or international travel; and economic factors which make it impractical for FiO Management to hold the Exhibit as scheduled or otherwise perform its obligations hereunder (including the unavailability or inadequacy of any headquarters, Venue(s), or necessary expansion space). In such an event, Exhibitor hereby waives any and all damages and claims for damages and agrees that the sole liability of FiO Management and the Sponsors of the FiO Conference shall be to refund to Exhibitor all payments made for exhibit space, less a proportionate share of all expenses incurred and committed by FiO Management, such as, but not limited to, advertising, Venue fees, etc., to the extent any monies remain after payment of such expenses.

INSURANCE: Exhibitor shall carry adequate insurance to protect itself against bodily injury (including death) and property damage claims arising from Exhibitor's participation in the FiO Conference, including but not limited to (i) worker's compensation as required by law and (ii) commercial general liability insurance in such amounts as are adequate, but in no event less than one million U.S. dollars ($1,000,000.00) combined single limit for both bodily injury and property damage. Said insurance shall name the FiO Conference and the Optical Society of America, Inc. (OSA) and the members, officers, directors, agents and employees of each of these entities (collectively the "FiO Parties") as additional insureds, shall contain an endorsement that such policy shall remain in full force and effect notwithstanding that the insured has waived its right of action against any party prior to the occurrence of a loss, and shall require the insurer to waive all rights of subrogation against the Parties. Further, said insurance shall include a provision for notification to FiO Management at least thirty (30) days prior to cancellation.

DISCLAIMER OF WARRANTIES: The express terms of this Agreement are in lieu of all warranties, conditions, undertakings, terms and obligations implied by statute, common law, trade usage, course of dealing or otherwise including but not limited to any implied warranties of merchantability or fitness for any particular purpose all of which are hereby excluded to the fullest extent permitted by law.

DAMAGE TO VENUE: Exhibitor shall be solely responsible for any and all damage to the Hotel caused by Exhibitor, its contractors, or their respective officers, directors, employees, representatives, servants, agents, invitees, licensees, or subcontractors.

INDEMNIFICATION: Exhibitor agrees to defend, indemnify, and hold harmless the FiO Parties, the Venue, the Operator, and their respective officers, directors, employees, and agents from and against any and all claims, demands, actions, causes of action, penalties, judgments and liabilities (including court costs and reasonable attorney's fees) based upon or arising out of any act, omission, negligence, misconduct or breach of any material condition of this Contract by Exhibitor, its contractors, or their respective officers, directors, employees, representatives, servants, agents, invitees, licensees, or subcontractors.

LIMITATION OF LIABILITY: Exhibitor agrees that the liability of the FiO Parties under this agreement shall not exceed the amount of space rental fees paid by Exhibitor. In no event shall the FiO Parties be liable for any indirect, consequential, punitive, or incidental damages, even if advised of the possibility of such damages. Exhibitor is solely responsible for the security of its property and property of others under its control.

WAIVER: Exhibitor acknowledges that the FiO Parties, the Venue, and the Operator do not carry insurance coverage for Exhibitor's property. Exhibitor is solely responsible for the security of its property and property of others under its control. Exhibitor agrees to bear all risk of any bodily injury (including death) or property damage or loss which Exhibitor or its contractors, or their respective officers, directors, employees, representatives, servants, agents, invitees, licensees, or subcontractors might sustain as a result of Exhibitor's participation in the FiO Conference. Exhibitor hereby waives any and all rights of recovery, refund, or compensation for bodily injury (including death) or property damage against the FiO Parties, the Venue, the Operator, and their officers, directors, employees, and agents based upon or arising out of Exhibitor's participation in the FiO Conference, except such losses as may be the result of the sole gross negligence or willful misconduct of the aforementioned parties.

LAWS: This Contract shall be exclusively governed by, and construed and enforced in accordance with, the laws of the state of New York without reference to its choice of law doctrine. Exhibitor agrees that the sole jurisdiction and venue for any litigation arising from or relating to this Contract shall be an appropriate federal or state court located in the District of Columbia. Exhibitor hereby waives trial by jury in any action, proceeding, or counterclaim brought by or against the FiO Parties with respect to this Contract. In the event that the FiO Parties need to bring a suit to enforce any of its rights outlined, they shall be entitled to recover all costs from the suit (including attorney's fees) from Exhibitor.

GENERAL: The parties are independent contractors with respect to each other, and nothing herein shall create any association, partnership, joint venture or agency relationship between the parties. Neither party has any right or authority to assume or to create any obligation or responsibility on behalf of the other party except as otherwise provided herein. The parties agree that all rights and obligations provided in this Agreement which do not expressly terminate pursuant to this Agreement shall survive beyond the term of this Agreement and shall remain in full force and effect in perpetuity. This Agreement represents the entire agreement of the parties and supersedes any other understanding of the parties concerning the subject matter herein. This Contract may be modified only with the written consent of FiO Management. The waiver of a breach of any of the terms hereof or of any default hereunder, shall not be deemed a waiver of any subsequent breach or default, whether of the same or similar nature, and shall not in any way affect the other terms hereof. No waiver or modification shall be valid or binding unless in writing and signed by the waiving party. All provisions of this Agreement shall be severable and no provision shall be affected by the invalidity of any other provision to the extent that such invalidity does not also render such other provision invalid. All notices required under this Contract shall be considered given when deposited in the U.S. mail, certified, return receipt requested, addressed to the respective parties as listed on the first page of this Contract.