

Media Sponsorship Prospectus

experience.elliemae.com/exhibit19

— ELLIE MAE —
EXPERIENCE 19
Driving Innovation Home

San Francisco | March 10-13, 2019



Overview

STAND OUT AND CONNECT WITH THE MORTGAGE ELITE

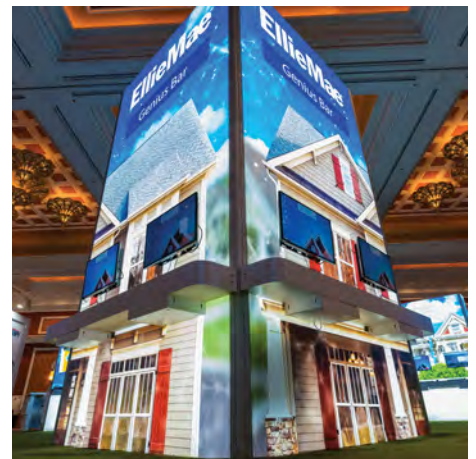
Want to get in front of the right audience? With 3,300 top mortgage innovators and visionaries on hand, no other event can put you in front of your target audience like Experience can.

Sponsor

- Get exclusive visibility
- Demonstrate your leadership
- Accelerate awareness of your organization

Exhibit

- Be at the center of the action
- Generate more leads and engage attendees in person
- Select a booth space that fits your goals and budget



“Experience has always held a firm spot on the Kohler Credit Union event calendar. It’s an opportunity to connect with great partners and gain new insights on the many services offered within Encompass. As the digital mortgage becomes increasingly prevalent across our industry, Experience keeps us ahead of the curve in how we serve our customers.”

– Dale Livingston, Senior Vice President, Kohler Credit Union

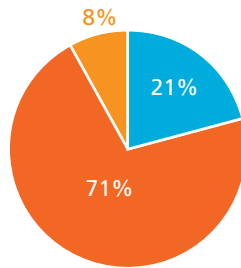
The Stats

REACH THOUSANDS OF TARGET CUSTOMERS IN ONE PLACE

Attendee Profile

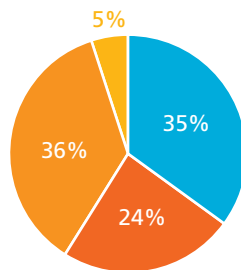
Attendee Type

- Partners
- Ellie Mae Customers
- Other



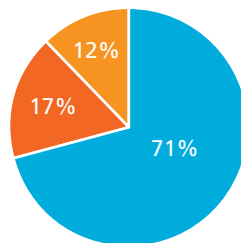
Job Role

- C-level/EVP
- Director/Manager
- Other Encompass Users
- Consultant/Specialist



Company Size By Encompass Licenses

- 1-250
- 251-500
- 501-1,000+



Is it worth it? Yes!

95%

of sponsors/exhibitors said they would recommend this conference to others



Sponsorships

MEDIA SPONSORSHIP

\$20,000 value with turnkey exhibit booth

\$15,000 value with turnkey exhibit booth

- Listing as Experience 2019 Media Sponsor on all conference materials
- Ability to add publication in conference bag
- Access to pre- and post-show attendee lists
- Two free conference media registration passes
- Access to key executives for briefings on Tuesday and Wednesday
- Choice of one exhibitor turnkey kiosk designated for media

On-site promotion

- Publication branding prominently displayed throughout conference
- Publication logo, description and link in Experience mobile app

Conference access

- 2 Experience media passes
- Partner Track and select client breakout sessions
- General sessions and keynotes
- All meals and refreshment breaks
- Welcome Reception
- Client appreciation reception
- Exhibit Hall

Pre-conference promotion

- Publication logo, link and description displayed on Experience website and mobile app
- Promotional rights to Experience logo and trademarks
- Access to pre-conference attendee list
- Mention in Experience marketing communications, press releases and social media posts from Ellie Mae

Post-conference promotion

- Access to post-conference attendee list

Extended exposure

- Opportunity to purchase a la carte sponsorships to extend your reach and connect with more attendees

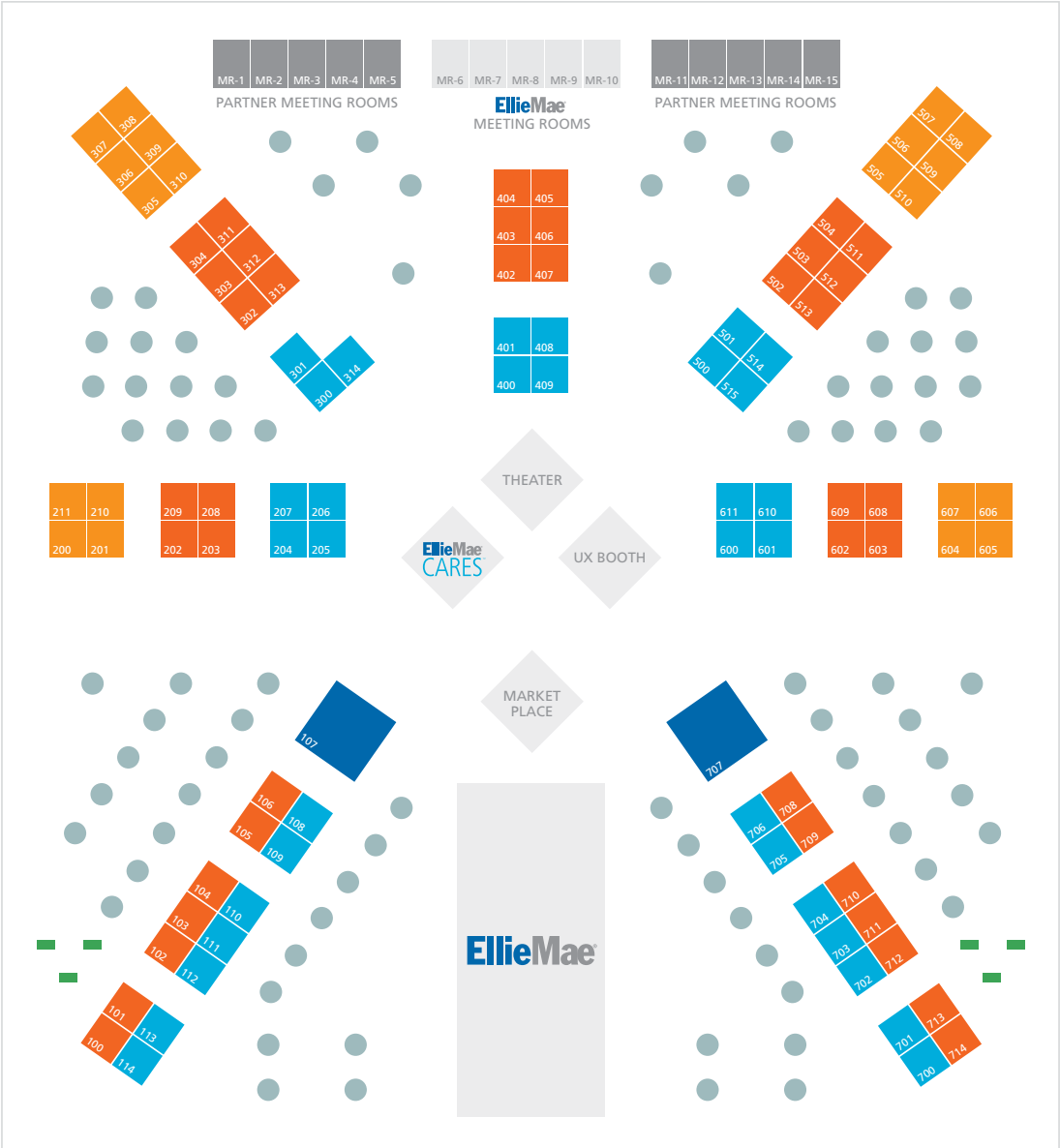


Exhibitors








EXHIBITOR FLOOR MAP

 [Click here for current availability](#)

MOSCONE CENTER WEST HALL – LEVEL ONE



▲ ENTRANCE ▲

-  20X20 PREMIUM ISLAND
-  PARTNER MEETING ROOMS
-  10X10 DELUXE BOOTH
-  MEDIA TURNKEY KIOSK
-  10X10 PREFERRED BOOTH
-  TABLES
-  10X10 STANDARD BOOTH

Exhibitors

TURNKEY KIOSK

Price: \$20,000 6 Available

Includes everything in standard exhibit package, plus:

- 4' (w) x 3' (d) x 7.5' (h) booth
- Panel A: Logo
- Panel B: 32" x 57" (full panel, custom design); 18" above monitor, 21" below monitor
- 32" monitor
- One custom graphic panel
- Electrical outlet and conference Wi-Fi
- Logo on booth header
- Shipping, labor, signage, and booth drayage costs included
- 2 Experience conference passes*
- All-inclusive audio/visual, installation and, electrical support
- Stool and wastebasket

 [Click here for current availability](#)



*Additional passes will be available for purchase.

Rendering only. Booth design subject to change.

Exhibitors

À LA CARTE SPONSORSHIP OPPORTUNITIES

Build your brand and engage attendees through these creative exposure opportunities.

Conference Bag Insert

Price: \$2,500 4 available

Submit a branded item of your choice, to be distributed to all attendees in the conference bag.

Host a Beer or Wine Tasting

Price: \$3,000 20 available

Entice attendees to your booth during the welcome reception by hosting a tasting. We provide the drinks, you fill the glasses, and your pipeline.

Breath Mints or Gum Branding

Price: \$5,000 1 available

A fresh way to connect. We'll provide the mints or gum and distribute them to all attendees at registration.

Sponsor Sticker Bar

Price: \$5,000 1 available

NEW! Includes your logo on signage, stickers with sponsor logo and a place for your company representative to meet attendees.



Coffee Cart Branding

Price: \$5,000 2 available

NEW! Provide a shot of energy by sponsoring an espresso cart; includes branded coffee cozies.

Fruit Cart Branding

Price: \$5,000 2 available

NEW! Promote healthy snacking by sponsoring a nutritious fruit cart with your branding.

General Session Ad

Price: \$3,000 6 available

Promote your brand to a captive audience before general sessions.

Double Sided Meter Board

Price: \$2,500 10 available

NEW! Boost awareness with brand placement in high traffic areas throughout the conference area.

Lip Balm Branding

Price: \$5,000 1 available

Provide lip service that actually means something.

Meeting Room

Price: \$15,000 9 available

Host meetings in your own private space; meeting rooms are located in the exhibit hall.

Mobile App Push Notification

Price: \$4,500 2 available

Send two tailored text only push notifications per day through the highly-used Experience mobile app.

Exhibitors

À LA CARTE SPONSORSHIP OPPORTUNITIES CONTINUED

Women's Event Sponsor

Price: \$15,000 1 available

Be the exclusive sponsor of our Executive Women's Luncheon, and connect with some of the most influential women in the industry.

Hydration Station Branding

Price: \$12,500 1 available

Refresh attendees at all hydration stations; includes branded cups.

Wi-Fi Sponsorship

Price: \$10,000 1 available

Be the connection point. Company name on all Wi-Fi signage.

Lockers Sponsorship

Price: \$15,000 1 available

NEW! Stay top of mind when attendees secure their stuff.

Partner Party Promotions

Price: \$5,000 6 available

NEW! Host a party at Experience, and we'll promote it via email, push notification and the Experience agenda.

Hand Sanitizer Branding

Price: \$5,000 1 available

A necessity for all of those introductory handshakes.

Room Drop

Price: \$2,500 2 available

Welcome up to 250 guests staying at the select conference hotels with a gift of your choice. You provide the gifts and decide who gets them. We'll take care of the rest.



Fun Zone Sponsorship

Price: \$10,000 2 available

NEW! Help attendees chill-out with branded items such as, cornhole, and other fun activities.

Therapy Animal Area Sponsorship

Price: \$5,000 1 available

NEW! Signage and branded blankets for furry friends.

Branded Luggage Tags

Price: \$2,500 1 available

NEW! Be the brand every attendee goes home with; included in attendee bag.

Wellness Sponsorship

Price: \$10,000 1 available

NEW! Help attendees relax with a chair massage sponsored by you, includes branding.

2-in-1 Charging Cable

Price: \$5,000 1 available

NEW! Help attendees stay charged up at Experience with your branded multi-charging cable.

**EXPERIENCE 2019 SPONSORSHIP
 TERMS AND CONDITIONS**

A. SCOPE. This agreement relates to the conference presented by Ellie Mae, Inc. ("ELLIE MAE") as identified in the companion sponsorship Application (the "Application"). The completed Application incorporates by reference all of the terms of this agreement. In submitting a signed Application, the sponsor ("Sponsor") agrees to the terms set forth in this Contract. The term "Contract," as used herein, refers to the terms set forth in this Sponsor's Contract. "Event" refers to the referenced ELLIE MAE conference. "Sponsor" is a person or entity whose Application has been accepted by ELLIE MAE. Subject to the availability of sponsorships at the level selected, the Application for Sponsorship for a particular Event becomes a binding contract upon ELLIE MAE's issuance of a confirmation notice after receiving a fully completed Application and payment in the amount owed, which shall be due and payable on net thirty (30) terms, provided that payment for any Applications received after January 18, 2019 shall be due and payable immediately.

| Time Frame | Description | Payment Term |
|------------------|--------------|-------------------|
| Prior to 12/1/18 | Early Orders | Net 60 |
| 12/2/18-1/17/19 | Standard | Net 30 |
| 1/18/19-2/14/19 | Late Orders | Immediate payment |
| 2/15/19 | Order Cutoff | Immediate payment |

B. TERMS OF SPONSORSHIP. Sponsor agrees to sponsor the Event and to make a contribution in the amount and in the manner specified in the Application for the Sponsorship level selected by Sponsor. It is understood and agreed that Sponsor's sponsorship of the Event is not contingent upon any specific attendance levels or other manner of participation by ELLIE MAE customers and non- customers at the Event. During the term of this Contract, ELLIE MAE hereby agrees to identify and acknowledge Sponsor as a sponsor of the Event at the level identified on the Application. Such identification and acknowledgment may include displaying Sponsor's corporate logo and certain other identifying information on the ELLIE MAE event website in connection with the Event, and on other appropriate promotional media and materials in connection with the Event, as set forth in the Application.

Sponsor hereby grants ELLIE MAE a limited, non-exclusive, revocable license to use Sponsor's name, acronym and logo during the term of this Contract for the purpose of identifying and acknowledging Sponsor's sponsorship of the Event. Unless otherwise indicated in the Application, the placement, form, content, appearance and all other aspects of such identification and acknowledgment shall be determined by ELLIE MAE in its sole discretion.

On or before applicable deadlines communicated to Sponsor, Sponsor shall provide to ELLIE MAE all necessary logos and other information, content and materials (in printed, electronic and/or other form) for use in connection with its sponsorship of the Event. ELLIE MAE hereby grants to Sponsor a limited, non-exclusive, revocable license to use ELLIE MAE's name, acronym and logo during the term of this Contract for the purpose of promoting Sponsor's sponsorship of the Event.

A party's name, acronym, logos and other trademarks ("Marks") are and will remain its property. Neither party will take any action that jeopardizes the other party's proprietary rights or acquire any rights in the Marks, nor revise or alter the Marks in any way. The Marks must be displayed in the same form (and colors) as provided by each party.

Sponsor may attend any Event sessions designated as part of the "Partner Track" and must at all times follow the published code of conduct related to such sessions. Ellie Mae reserves the right to block access and/or remove anyone in violation of the code of conduct from participation in such sessions.

The distribution of any physical items to conference participants in or around their hotel rooms shall only be permitted with the prior written consent of Ellie Mae and all expenses related to such distribution shall be Sponsor's responsibility.

C. CANCELLATION AND FORCE MAJEURE. Sponsor specifically recognizes that ELLIE MAE will be harmed if Sponsor cancels its sponsorship at any time after this Contract goes into effect. Should Sponsor cancel participation at any time (except as a result of ELLIE MAE's material breach of this Contract) or fail to make any payment that becomes due, Sponsor forfeits all monies paid and all right to sponsorship benefits. Upon ELLIE MAE's cancellation of the Event for any reason, the liability of ELLIE MAE shall be limited to a refund of fees paid by Sponsor. In the event of any cancellation, all rights, duties, liabilities and obligations hereunder shall terminate.

Neither ELLIE MAE nor Sponsor shall be liable for any delays resulting from circumstances or causes beyond its reasonable control, including, without limitation, fire or other casualty, act of God, strike or labor dispute, war, act of terrorism or other violence, or any law, order or requirement of any governmental agency or authority provided that the party experiencing the delay works diligently to overcome the cause of the delay as expeditiously as possible.

D. GENERAL TERMS AND CONDITIONS. This Contract shall commence as specified in Section A above and will terminate at the conclusion of the parties' obligations pertaining to the Event. In the event either party commits a material breach of any provision contained herein, which remains uncured after thirty (30) days' written notice specifying the breach, the non-breaching party may terminate this Contract. Upon expiration or termination of this Contract each party agrees to return any intellectual property provided by the other party and discontinue use of the other party's intellectual property. In the event this Contract is terminated for material breach of a party following the commencement of the Sponsorship activities, the parties agree to nonetheless cooperate to the extent necessary to avoid interruption of the Event which may include continued use of Sponsor's name in printed materials related to the Event. Such cooperation shall not be construed or operate to waive any claim or defense a party may have.

Sponsor assumes entire responsibility, and hereby agrees to protect, indemnify, defend and save harmless ELLIE MAE and the Event facility; its officers, directors, owners, and affiliated companies; and all employees and agents of all of them (collectively, "Indemnitees") against any personal injury to Sponsor or its officers, agents, employees or guests, or to any other person in attendance at the Event. Sponsor shall, at its sole expense, carry and keep in full force and effect at all times during the term of this Contract appropriate levels of insurance applicable to its activities under this Contract.

IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES. ELLIE MAE MAKES NO REPRESENTATIONS OR WARRANTIES, AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY.

This Contract and the rights granted to Sponsor hereunder are non-exclusive and, among other things, ELLIE MAE reserves the absolute right to enter into similar agreements with third parties related to additional sponsorship opportunities for the Event.

This Contract shall be governed by, construed and enforced according to the laws of the State of California (excluding its choice of law rules). The parties hereby agree to submit themselves to the personal jurisdiction of the courts of California, which shall be the exclusive venue for any disputes relating to this Contract.

ELLIE MAE shall have full power in the interpretation and enforcement of the terms and conditions contained in this Contract, and the power to make, from time to time, such reasonable amendments thereto and to set such further terms and conditions as it shall consider necessary for the proper conduct of the Event, provided, such new terms and conditions do not materially alter or diminish the contractual rights of Sponsor. The failure of ELLIE MAE to enforce a term or condition of this contract in one instance shall not be construed to limit ELLIE MAE's right to enforce the term or condition in any other instance. Neither shall it be construed to affect a waiver of any other term or condition of this Contract.

Sponsor shall not assign or delegate Sponsor's rights or obligations under this Contract without ELLIE MAE's prior written consent. This Contract constitutes the sole agreement of the parties with respect to the subject matter hereof and supersedes all previous written and oral agreements and understandings between the parties with respect to such subject matter.

**EXPERIENCE 2019 EXHIBITOR
 TERMS AND CONDITIONS**

This is a legal agreement ("Agreement") between either an individual or a legal entity ("you", "your", "Exhibitor", or "Sponsor") and Ellie Mae, Inc. ("we", "us", "our" or hereinafter referred to as "Show Management") that governs your use of the exhibit space for Ellie Mae's 2019 Experience, which will take place on March 11 – March 13, 2019 at Moscone, West, San Francisco, California (the "Event Center"). These rules and regulations are a bona fide part of the application/contract for sponsorship/exhibit space with Show Management. Additional guidelines published by the Event Center are available at the following link and are incorporated into this Agreement: http://www.moscone.com/uploads/guidelinecategory/4/pdf/GeneralServiceContrGuidelinesFeb_2015.pdf. Show Management reserves the sole right to render all interpretations of, amend and enforce these rules and regulations and to establish any and all further rules and regulations not specifically covered below to assure the general success and wellbeing of the Show. Each exhibitor, for itself, its employees and contractors, agrees to abide by these rules and regulations and any amendments or additions hereafter made by Show Management. Show Management reserves the right to decline, prohibit, deny access or remove any exhibit which in its sole judgment is contrary to the character, objectives, and best interests of the Show or suitable for its attendee audience.

This reservation includes, but is not limited to, any violation of any public policy or these rules and regulations and extends to persons, things, printed matter, products, and conduct. Show Management reserves the right to refuse applications of any exhibitor for any reason, as well as the right to curtail exhibits or parts of exhibits. Show Management's decision and interpretation shall be accepted as final in all cases.

1. **PAYMENT OF SPACE.** Applications submitted may be accompanied by total sponsorship/exhibit cost (payable in U.S. funds and drawing on a U.S. bank) or may be invoiced under standard net thirty (30) terms, provided that payment for any Applications received after January 18, 2019 shall be due and payable immediately.

| Time Frame | Description | Payment Term |
|------------------|--------------|-------------------|
| Prior to 12/1/18 | Early Orders | Net 60 |
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| 1/18/19-2/14/19 | Late Orders | Immediate payment |
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2. **CANCELLATION AND REFUNDS.** All cancellations of booth space must be received in writing by Show Management, as set forth below. If space is reduced, the net reduction of space will be treated as a cancellation of that space. The Deposit is non-refundable. If Show Management receives a written request for cancellation of space prior to November 1, 2018, Exhibitor will be eligible for a refund equal to fifty percent (50%) of the total booth cost minus the Deposit. No refunds will be made after November 1, 2018. It is expressly agreed by you that in the event you fail to pay the space rental charge at the times specified, or fail to comply with any other provisions contained in these rules and regulations concerning your use of the exhibit space, Show Management shall have the right to reassign the confirmed booth location shown or to take possession of said space and lease same, or any part thereof, to such parties and upon such terms and conditions as it may deem proper. In the event of your default, as set forth in the previous sentence, you shall forfeit as liquidated damages the amount paid by you for the exhibit space reservation, regardless of whether or not Show Management enters into a further lease for the space involved. In case the Show shall not be held for any reason whatsoever, the rental and lease of the exhibit space shall be terminated. In such case, Show Management shall return to you the amount paid for your exhibit space for the Show as your sole remedy.

3. (a) **SPACE RENTAL AND ASSIGNMENT OF LOCATION.** SHOW MANAGEMENT WILL ASSIGN YOUR EXHIBIT SPACE IN JANUARY 2019 SHOW MANAGEMENT, HOWEVER, RESERVES THE RIGHT TO MAKE THE FINAL DETERMINATION OF ALL SPACE ASSIGNMENTS IN THE BEST INTERESTS OF THE SHOW.

4. **USE OF SPACE, SUBLETTING OF SPACE.** You shall not assign, sublet or share the space allotted to you with another business or firm, unless approval has been obtained in writing from Show Management. You are not permitted to feature names or advertisements of non-exhibiting manufacturers, distributors or

agents in your display, parent or subsidiary companies are accepted. You must show only goods manufactured or dealt with by you in the regular course of your business. Should an article of a non-exhibiting firm be required for operation or demonstration in your display, identification of such article shall be limited to the usual and regular nameplate, imprint or trademark under which same is sold in the general course of business. No firm or organization not assigned exhibit space will be permitted to solicit business within the exhibit areas.

5. **EXHIBITORS AUTHORIZED REPRESENTATIVE.** You must name one person to be your representative in connection with installation, operation and removal of your exhibit space. At least one person must be present at the exhibit booth during the event's exhibiting hours. Such representative shall be authorized to enter into such service contracts as may be necessary and for which you shall be responsible. You shall assume responsibility for such representative being in attendance throughout all exhibition periods and this representative shall be responsible for keeping your exhibit space neat, manned and orderly at all times. For their own safety and protection, persons under the age of twenty-one (21) will not be admitted to the exhibit halls during move-in and move out.

6. **INSTALLATION AND REMOVAL.** Exhibit booths must be installed by 3pm local time and any exhibit booths not installed by such time may incur reasonable charges for labor as necessary to complete installation without disruption to the event. Show Management reserves the right to modify the time for the installation of an exhibit booth prior to the Show opening and for its removal after the conclusion of the Show. Any exhibit space not claimed and occupied by three (3) hours prior to the published Show opening time may be resold or reassigned without refund. Installation of all exhibits must be fully completed by the opening time of the Show. If you are late in removing your exhibit, which causes Show Management to incur overtime or other costs, then you will be responsible for those costs. Exhibits must be staffed during all Show hours and may not, to any extent, be dismantled before the Show's closing. Any early dismantling or packing shall be considered a breach of this Agreement and may affect future applications.

7. (a) **ARRANGEMENT OF EXHIBITS.** Each exhibitor will be provided an Official Exhibitor Kit. The Exhibitor Kit describes the type and arrangement of exhibit space and the standard equipment provided by Show Management for booth construction. All booth space must be arranged and constructed in accordance with the guidelines, provisions and limitations contained in the Exhibitor Kit. If, in the sole opinion of Show Management, any exhibit fails to conform to the Exhibitor Kit guidelines, or the provisions set forth herein, such exhibit will be prohibited from functioning during the Show. Exhibits not conforming as set forth herein may be dismantled or modified, at Exhibitor's cost, at the sole discretion of Show Management. Booth space is 10' wide by 8' deep, booths have a back wall drape that is 8' high, with sidewall drapes that are 36" high. Total height of exhibits (including decorations) may not exceed 8'3" in height, with the exception of island spaces which may be up to 16' in height, subject to Ellie Mae's prior review of any designs exceeding 8'3". All display fixtures over 4' in height and placed within the exhibit space must be confined to the area of the exhibit space that is at least 4' from the aisle line. No solid exhibit construction may exceed 42" in height, except in the rear one-half of the booth. The intent of the height and depth restrictions is that each exhibitor is entitled to a reasonable sight line from the aisle, regardless of the size of exhibits.

(b) **TURNKEY EXHIBITS.** A limited number of turnkey exhibit booths shall be provided by Show Management, including consistent space allocation, kiosks and identification signage. If you select this type of booth space and arrangement you may not bring any tabletop displays, furniture, or any signage outside of your demo kiosk area. The exhibit area for turnkey booths does not have any provision for pop-up booths, hanging signs or floor displays. Any signage that does not fit on the tabletop area of your turnkey kiosk will have to be removed.

8. **EXHIBITS & PUBLIC POLICY.** Each exhibitor is charged with implied knowledge of all State, County, and City laws, ordinances and regulations pertaining to health, fire prevention and public safety, while participating in this Show. No part of the building shall be defaced in any manner, nor shall signs or other articles be posted, nailed, taped or otherwise affixed to any pillars, doors, walls or other parts of the building. Any and all damages, losses, expenses, and/or costs resulting from failure to observe this notice shall be payable by you. You must, at your expense, maintain and keep in good order your exhibit and your exhibit space. Show Management and service contractors shall have no responsibility pertaining to the compliance with applicable laws or public policy regarding your and other exhibitors' exhibit spaces, materials and operations. Should you have any questions as to the application of such laws, ordinances and

regulations, Show Management will endeavor to answer them. However, you must comply with City and State fire regulations. All booth decorations including carpeting must be flame proofed and all hangings must clear the floor. All exits, hallways, aisles and fire control apparatus must remain clear and unobstructed at all times. Use of butane or bottled gas is not permitted. Use of propane and helium balloons is prohibited. Electrical equipment and wiring must conform to the National Electrical Code Safety Rules. If inspection indicates any exhibitor has neglected to comply with these regulations, or otherwise incurs a fire hazard, Show Management reserves the right to cancel all or such part of an exhibit that it deems in its sole discretion may be irregular and effect the removal of same at Exhibitor's expense. If unusual equipment or machinery is to be installed, or if appliances that might come under fire codes are to be used, you should communicate with Show Management for information concerning facilities or regulations. Independent contractors must conform to IAEM, ESCA and ED&PA guidelines and must be signatory to a current local collective bargaining agreement.

9. SHIPPING, STORAGE OF PACKING CRATES AND BOXES. All exhibit booths and related freight must be delivered directly to the show floor consistent with the written instructions provided by Ellie Mae. Unattended freight in any display space as of one hour prior to Show opening will be removed and stored at your sole risk and expense. Exhibitors will not be permitted to store packing crates and boxes in their booths during the exhibit period; but these, when properly marked, will be stored and returned to the booth by service contractors. It is your responsibility to mark and identify your crates and boxes. Crates and boxes not properly marked or identified may be destroyed. Show Management assumes no responsibility for the contents of crates or boxes improperly labeled as "empty." Because of the lack of storage facilities, it may be necessary to store empty crates, boxes and exhibit material outside the building. Every effort will be made to protect the crates from the elements, but none of Show Management or its service contractors will assume any responsibility for damage to them. Show Management will charge you its then-prevailing rates for the removal and return of large crates that cannot be handled by hand trucks. Crates, boxes or other exhibit materials unclaimed by you after the Show will be removed at your expense. Exhibitors will be billed by the service contractor for removal time and materials at their then-prevailing rates. Neither Show Management, the service contractor, nor the exhibit facility shall assume any liability whatsoever for loss or damage to such materials.

10. OPERATION OF EXHIBITS. Show Management reserves the right to restrict the operation of, or evict completely, any exhibit which, in its sole opinion, detracts from the general character of the Show as a whole. This includes, but is not limited to, an exhibit which, because of noise, flashing lights, method of operation, display of unsuitable material, is determined by Show Management to be objectionable to the successful conduct of the Show as a whole. Use of so called "barkers" or "pitchmen" is strictly prohibited. All signage, demonstrations or other promotional activities must be confined to the limits of the exhibit space. Sufficient space must be provided within the exhibit space for the comfort and safety of persons watching demonstrations and other promotional activities. Each exhibitor is responsible for keeping the aisles near its exhibit space free of congestion caused by demonstrations or other promotions.

Alcoholic & Non-Alcoholic Beverages; Food. Exhibitors may not serve alcoholic beverages, non-alcoholic beverages nor food of any kind in the exhibit hall except with the written permission of both Show Management and the conference venue catering services.

Contests, Drawings and Lotteries. All unusual promotional activities must be approved in writing by Show Management no later than 60 days prior to the opening of the Show.

Literature Distribution. All demonstrations or other activities must be confined to the limits of the exhibitor's booth. Distribution of circulars may only be made within the space assigned to the exhibitor distributing such materials. You may not advertise or distribute circulars, catalogs, folders or devices in the aisles, meeting rooms, registration areas, lounges or grounds of the host facility. Trade publishers are prohibited from soliciting advertising during the Show. Trade publications may be distributed from your booth, but automatic distribution is prohibited.

Copyright Licensing. Exhibitor is solely responsible for obtaining any required licenses to broadcast, perform, or display any copyrighted materials, including but not limited to, music, video, and software. Exhibitor shall indemnify and hold harmless Show Management, its directors, officers, employees and agents and facility where the Show is located, against cost, expense, or liability which may be incident to, arise out of or be caused by Exhibitor's failure to obtain such requisite licenses.

Sound. Exhibits which include the operation of musical instruments, radios, sound projection equipment, or any noisemaking machines must be conducted or arranged so that the noise resulting from the demonstration will not annoy or disturb adjacent exhibitors and their patrons, nor cause the aisles to be blocked. Operators of noisemaking exhibits must secure approval of operating methods before the Show opens. Show Management shall be the sole judge of what constitutes appropriate sound levels.

Live Animals. Live animals are prohibited.

Booth Representatives. Booth representatives, including models or demonstrators, must be properly registered and wear badges, and be properly and modestly clothed. Excessively revealing attire is prohibited.

Irregular Activities. All giveaway items, with the exception of plastic bags, pens, pencils, luggage tags, pocket calendars, and Exhibitor's product, must be submitted for approval to Show Management three (3) weeks prior to the opening of the Show. Noisemakers of any kind will not be permitted. All exhibitors distributing approved "stick-ons" may not place the "stick-ons" on the attendees' badges.

11. SOCIAL ACTIVITIES. Any social function or special event planned by an exhibiting company, to take place during the Show, must be pre-approved by Show Management. Exhibitor agrees to withhold sponsoring hospitality suites/rooms or other functions during official conference and exhibition activities, including exhibit hours, social functions, educational seminars and any other related activity scheduled by Ellie Mae. The distribution of any physical items to conference participants in or around their hotel rooms shall only be permitted with the prior written consent of Show Management and all expenses related to such distribution shall be your responsibility.

12. CONTESTS. Any contests, raffles, sweepstakes or the like planned by an exhibiting company, to take place during the Show, must be pre-approved by Show Management if any participant is eligible to win a prize in excess of \$100 fair market value.

13. LIABILITY AND INSURANCE. All or your property will remain under your custody and control in transit to and from the exhibit hall and while it is in the confines of the exhibit hall. None of Show Management, its service contractors, the management of the exhibit hall nor any of their respective officers, staff members or directors will be responsible for the safety of such property from theft, damage by fire, accident, vandalism or other causes, and you expressly waive and release any claim or demand you may have against any of them by reason of any damage to or loss of any your property. It is recommended that you obtain adequate insurance coverage, at your own expense, for property loss or damage and liability for personal injury.

14. INDEMNIFICATION. Exhibitor agrees that it will indemnify and hold and save Show Management harmless from and against all claims, demands, actions, damages, loss, cost, liabilities, expenses and judgments recovered from or asserted against Show Management on account of injury or damage to person or property to the extent that any such damage or injury may be incident to, arise out of, or be caused, either proximately or remotely, wholly or in part, by an act, omission, negligence or misconduct on the part of Exhibitor or any of its agents, servants, employees, contractors, patrons, guests, licensees or invitees or of any other person entering upon the exhibit space leased hereunder with the express or implied invitation or permission of Exhibitor, or when any such injury or damage is the result, proximate or remote, of the violation by Exhibitor or any of its agents, servants, employees, contractors, patrons, guests, licensees or invitees of any law, ordinance or governmental order of any kind, or when any such injury or damage may in any other way arise from or out of the occupancy or use by Exhibitor, its agents, servants, employees, contractors, patrons, guests, licensees or invitees of the exhibit space leased hereunder. Such indemnification of Show Management by Exhibitor shall be effective unless such damage or injury directly results from the gross negligence or willful misconduct of Show Management. Exhibitor covenants and agrees that in case Show Management shall be made a party to any litigation commenced by or against Exhibitor or relating to this lease of the exhibit space leased hereunder, then Exhibitor shall and will pay all costs and expenses, including reasonable attorney's fees and court costs, incurred by or imposed upon Show Management by virtue of any such litigation.

Exhibitor hereby assumes entire responsibility and hereby agrees to protect, defend, indemnify and save the Event Center, its owners and operator, and each of their respective parents, subsidiaries, affiliates, employees, officers, directors, and agents harmless against all claims, losses or damages to persons or

property, governmental charges or fines and attorney's fees arising out of or caused by its installation, removal, maintenance, occupancy or use of the exhibition premises or a part thereof, excluding any such liability caused by the sole gross negligence of the Event Center and its employees and agents.

Exhibitor shall obtain and keep in force during the term of the installation and use of the exhibit premises, policies of Comprehensive General Liability Insurance and Contractual Liability Insurance, insuring and specifically referring to the Contractual liability set forth in this Exhibit Agreement, in an amount not less than \$2,000,000 Combined Single Limit for personal injury and property damage.

In addition, Exhibitor acknowledges that the Event Center maintain insurance covering exhibitor's property and that it is the sole responsibility of Exhibitor to obtain business interruption and property damage insurance insuring any losses by Exhibitor.

Property Damage. None of Show Management nor Exhibitor shall be responsible for any loss of or damage to property of the other party hereto, including, but not limited to, loss or damage occasioned by theft, fire, smoke, acts of God, public enemy, riot, civil commotion, or other insurable casualty not caused by a party, and Show Management and Exhibitor expressly waive any claim for liability against the other party hereto with respect to any such loss or damage ("force majeure incident"). In the event that such force majeure incident results in cancellation of the Show, each party hereby releases the other from obligations under this Agreement. Accordingly, it shall be the responsibility of Show Management and Exhibitor, respectively, to secure its own insurance or otherwise protect itself and its property against such loss or damage.

Use of Certain Property. Exhibitor will assume all costs arising from the use of patented, trademarked, or franchised materials, devices, processes or dramatic rights used on or incorporated in the Exhibitor's space. Exhibitor shall indemnify, defend and hold harmless Show Management, the City and their officers, directors, members, agents, and employees from and against all claims, demands, suits, liability, damages, losses, costs, attorneys' fees, and expenses of whatever kind or nature, which might result from or arise out of use of any such material(s) described above.

15. WAIVER. Show Management shall not be deemed to waive any of its rights hereunder unless such waiver is explicitly stated as a waiver in writing and signed by Show Management. No delay or omission by Show Management in exercising any of its rights shall operate as a waiver of such rights and a waiver of such rights in writing on one occasion shall not be construed as a consent to or a waiver of any right or remedy on any future occasion.

16. ATTORNEYS' FEES. Should Show Management find it necessary to employ an attorney or attorneys to enforce any of the provisions of this Agreement, or to protect in any manner its interest or interests under this Agreement, Show Management, if it is the prevailing party, shall be entitled to recover from Exhibitor all reasonable costs, charges, and expenses including attorneys' fees.

17. AMERICANS WITH DISABILITIES ACT. Exhibitor acknowledges its responsibilities under the Americans with Disabilities Act (hereinafter "Act") to make its exhibit booth accessible to disabled persons. Exhibitor shall also indemnify and hold harmless Show Management, its officers, directors, members, agents, and employees and the facility where the Show is located against cost, expense, liability or damage which may be incident to, arise out of or be caused by Exhibitor's failure to comply with the Act.

18. OTHER REGULATIONS. Any and all matters not specifically covered by the preceding rules and regulations shall be subject solely to the decision of Show Management. THE SHOW MANAGEMENT SHALL HAVE FULL POWER TO INTERPRET, AMEND, AND ENFORCE THESE RULES AND REGULATIONS, PROVIDED EXHIBITOR RECEIVES NOTICE OF ANY AMENDMENTS WHEN MADE. EXHIBITOR AND ITS EMPLOYEES AGREE TO ABIDE BY THE FOREGOING RULES AND REGULATIONS AND BY ANY AMENDMENTS OR ADDITIONS THERETO IN CONFORMANCE WITH THE PRECEDING SENTENCE. EXHIBITORS OR THEIR REPRESENTATIVES WHO FAIL TO OBSERVE THESE CONDITIONS OF THIS AGREEMENT OR WHO, IN THE OPINION OF SHOW MANAGEMENT, CONDUCT THEMSELVES UNETHICALLY, MAY IMMEDIATELY BE DISMISSED FROM THE EXHIBIT AREA WITHOUT REFUND OR OTHER APPEAL.