



2019 | SYMITAR[®] Educational Conference & TechConnect

SAN DIEGO, CA | 09.16.2019 – 09.19.2019

TERMS & CONDITIONS

IMPORTANT INFORMATION

Read all terms and conditions contained in this document. This document represents a binding contract between your company (“you” or “Exhibitor”) and Jack Henry & Associates, Inc. (“JHA”), once an authorized representative of your company has signed and submitted this document and it has been accepted and confirmed by JHA.

- Exhibitors will be permitted to attend the functions listed in the Exhibitor Schedule only. **Exhibitors will not be allowed to attend educational sessions.**
- Event times are subject to change – you will be notified of any changes (exhibit days will not change).
- A third-party Exhibit Services Company will be involved in the set-up of the Event. The exhibit company will e-mail an Exhibitor Services Package to each exhibitor. This packet will provide information such as labeling, shipping deadline dates, storage, contact persons, etc. Appropriate forms will be enclosed for any items not provided and should be mailed directly to the address shown on the form. All shipments for the Event should be handled through the exhibit company. Do not send any exhibitor shipments directly to the Event site. If you have electrical or phone requirements, order information will be provided in the Exhibitor Services Package.
- If you have any questions concerning the Event agenda or the guidelines, please contact **Lori Drayer at 678-242-4927 or by email at ldrayer@jackhenry.com.**

REGISTRATION

- **Be sure to read these rules and regulations entirely.** The primary contact for the company should be the individual who will handle all correspondence concerning the show.
- **Online registration must be received by the registration deadline.** Payment must be received 30 days prior to the Event.
- Each 8' x 10' booth space is limited to four personnel from your company (two personnel admitted with registration fee). Each representative will be provided a link to the registration site to complete the “My Info” portion of the Individual Exhibitor Registration. **Badges will not be issued if this step is not completed.**



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EXHIBITOR SPACE CONTRACT CONFERENCE TERMS AND CONDITIONS

All Exhibitors must adhere to these guidelines; failure to adhere to these guidelines can result in loss of registration fee(s) and exhibiting privileges. Exhibit times are subject to change -- you will be notified of any changes (exhibit days will not change). If you have any questions concerning the agenda, guidelines or the conference in general, please contact **Lori Drayer at 678.242.4927** or by email at ldrayer@jackhenry.com.

- 1. CONTRACT FOR EXHIBIT SPACE:** Each participating Exhibitor is required to complete all required fields of the online registration process. Completion of the online registration to reserve booth space, upon acceptance by JHA assignment of space and the full payment of registration fees, constitutes a contract for rental of the space assigned.

Any Exhibitor failing to occupy space is not relieved of the obligation to pay the full registration fee. This contract will not be binding in the event of strikes or other circumstances beyond JHA's control.

One Exhibit Space Fee Entitles an Exhibitor to Receive:

One 8' x 10' exhibit booth space, including one 6-foot skirted table; two chairs; one wastebasket; one 7" x 44" one-line ID sign; draped walls; Two (2) complimentary Event Booth personnel registrations including entry to the Event, meals provided during TechConnect; 24-hour security for the Event; company listing in conference program guide.

- 2. EXHIBIT SPACE CANCELLATION:** Requests for cancellations and refunds must be received in writing by JHA. If Exhibitor cancels its Exhibit space after this Agreement has been signed, Exhibitor will be assessed a Cancellation Fee. The Parties agree that the Cancellation fee constitutes a reasonable estimate of JHA's actual harm due to the cancellation, in the form of liquidated damages and not as a penalty. All Cancellation Fees are due and payable to JHA within 15 days after receipt of written notice of Exhibitor cancellation. The Cancellation Fee is to be paid to according to the following payment schedule:
- 3.** 50% of the total Exhibit space fee for cancellations received 30 days or more before the start of the event (August 17, 2019).
- 4.** 100% of the total Exhibit space fee for cancellations received within 30 days of the registration date.
- 5.** Cancellation fees cannot be applied to any other JHA purchases including future exhibit space.



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6. **GENERAL:** JHA reserves the right to determine the eligibility of any exhibitor. JHA reserves sole control over admission policies. These terms and regulations are established for the mutual protection of JHA and the Exhibitor. Show management reserves the right to make changes in the time schedule or in the general plan of the Event as may be deemed to be in the best interest of JHA and the Exhibitors, or the Event generally.

All matters not specifically covered by these terms and regulations shall be subject to the decision of show management. JHA will enforce all terms of this contract through the show management employees.

7. **EXHIBIT SPACE ASSIGNMENTS:** JHA's exhibit space assignments are binding on all Exhibitors. JHA will make all final exhibit space assignments and reserves the sole right to change the location of Exhibitor's assigned exhibit space at any time, if JHA determines that the re-assignment is in the best interest of the Exhibition. Exhibitor will be notified of any re-assignment of its Exhibit space once JHA has finalized all exhibit space assignments. If Exhibitor does not occupy its assigned exhibit space after full payment, Jack Henry & Associates will occupy the exhibit space or re-assign the exhibit space in any manner that JHA considers being in the best interest of the Exhibition. JHA occupancy or re-assignment of Exhibitor's exhibit space in no way releases Exhibitor from any of Exhibitor's obligations or liabilities outlined in this Agreement.

8. **CONDUCT/RESTRICTIONS:** JHA reserves the right to restrict exhibits, which because of noise, odors, method of operations, or any other reason, become objectionable or otherwise detract from, or are out of the character of the Event as a whole. This reservation includes persons, things, conduct or printed material. Exhibits must be confined to exact space allocated.

- **Exhibitors may not display, speak of, advertise, etc. anything about their core or other competing products, including but not limited to, the name of the core or competing product on the booth, on giveaways or in materials made available at the conference.**
- Circulars, publications, advertising matter, and all kinds of promotional giveaways may be distributed only within booth spaces. Nothing shall be posted on, tacked, nailed, screwed, or otherwise attached to columns, walls, floors or other parts of the building or furniture. Signs, rails, etc., will not be permitted to intrude into or over aisles.



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Exhibitors agree to abide by the following restrictions:

- Exhibitors who use models or mannequins in costume must be sure their appearance and manner do not offend even the most critical. The show management director will be the final arbiter on questions in this area. The Exhibitor shall not conduct outside activities that would take attendees from the official functions of the Event during scheduled hours.
 - Exhibitor agrees to treat all Event attendees with courtesy and not to discriminate against any person for any reason. Show management reserves the right to remove any exhibit whose personnel discriminate against any person in any manner.
- 9. DRESS CODE:** For the purposes of this Event, the dress code will be business casual for all functions. This includes collared shirt and slacks for men and skirts or pants and a blouse or sweater for women. No t-shirts, shorts, jeans, Capri pants, beach sandals, or sneakers are to be worn during conference & TechConnect hours. **Exhibitor Badges must be worn at all times.**
- 10. EXHIBIT HOURS:** As a courtesy to conference attendees and fellow Exhibitors, exhibit booths must open and close on time each day during the show. **Booths must be staffed with at least one person, and no more than four persons (per 8' x 10' booth), continuously throughout TechConnect hours.**
- 11. ADDITIONAL COSTS TO EXHIBITOR:** The Exhibitor shall incur the costs for any labor fees incurred in setting up (backdrops, etc.), any applicable connection fees, any applicable electrical connection fees, line charges, telephone charges, any cabling costs, and all other costs associated with the Event except as noted in Item 1, Contract for Exhibit Space.
- 12. EXHIBITOR'S PRODUCTS/SERVICES:** All Exhibitors attending will provide a description of products or services that will be on display when completing the online registration. This information will be included in the Exhibitor section of the conference program. Failure to include this information by the registration deadline will result in your company not being listed in the conference program guide.



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13. RECIPROCITY: Exhibitor agrees that upon acceptance by JHA of this signed Exhibitor's Agreement, Exhibitor guarantees that JHA and each of its affiliates, subsidiaries and divisions will be allowed to exhibit at any user meetings or conference of Exhibitor that include opportunities for companies other than Exhibitor to exhibit their products and services in exchange for applicable exhibitor fees. JHA will not exhibit core solutions at Exhibitor user meetings or conferences without Exhibitors consent. For purposes of this paragraph, the term "Exhibitor" shall include all affiliates of Exhibitor that control Exhibitor, are controlled by Exhibitor, or are under common control with Exhibitor.

EXHIBITOR'S REPRESENTATIVES:

- Each exhibiting organization must name one person to be its official representative, with authorization to enter into such service contracts necessary for the installation and removal of exhibits and the provision of services. This individual will also be the primary contact for all show-related correspondence.
- One person representing your company must always be in the exhibit booth during the hours when the Event is open to attendees.
- Exhibit Booth Personnel will be restricted to Exhibitor's employees and its authorized participants who have been approved by JHA to attend this event and serve in the Exhibitor's booth. Exhibitor will be fully responsible for its authorized participants who will be subject to the same rules and requirements as if they were Exhibitor's employees.

Once JHA has approved individual Exhibitor employees and authorized participants, Exhibitor may not substitute different persons without prior approval of the substitution by JHA's event manager.

14. EXHIBIT ARRANGEMENTS/SHIPPING: Exhibitors agree to ship, at their own expense and risk, all property to be exhibited. Information regarding freight handling, shipping, etc., upon receipt of the signed booth agreement/contract, will be mailed from the official Exhibit Services Company, in the official service kit.



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- 15. BOOTH APPARATUS:** Standard booth pipe and drapery will be provided. Note: you must use the drapery furnished by the official service contractor. Pedestals, tables, racks, shelves, risers and similar display equipment may not exceed 48 inches in height when positioned more than half the distance from the back wall of the booth. Free-standing units, including those intended to be the focal point of an exhibit, are subject to the same rule. Exhibit structures may not exceed 10 feet in height, unless approved in writing by show management prior to move-in date. Exhibitor may not apply paint, lacquer, adhesives, or other coating to any part of the Facility or to exhibit booth equipment not owned by Exhibitor. Exhibitor will be liable for any damage caused to the Facility or other persons or property by its officers, employees, agents, representatives, and contractors and subcontractors and agents or invitees.
- 16. OBSTRUCTION OF AISLES OR BOOTHS:** Exhibits may not block or visually obstruct aisles, fire exits, fire extinguishing equipment, sprinkler or emergency lighting systems, stairwells, elevators, escalators, utilities panels, etc. at any time. No demonstration or activity in the Exhibit will be permitted to block or obstruct access to aisles, elevators, stairways, emergency exits, or prevent ready access to nearby Exhibitors' booths. If any crowding occurs, it is the responsibility of Exhibitor to immediately disperse such crowds.
- 17. FIREPROOFING AND SAFETY:**
- All decorations, drapes, signs, banners, acoustical materials, plastic cloths, or any other similar materials generally considered to be easily ignited must be flame retardant to the satisfaction of the Fire Marshall. Compliance with all safety, health and fire ordinances is required.
 - Aisles and exits must be kept clean, clear and free of obstruction. Literature on display must be limited to reasonable quantities. Reserve supplies must be kept in closed containers and stored in a neat and compact manner.
- 18. SOUND LEVELS:** All sound and other noises must be kept at sufficiently low levels so as not to disturb other Exhibitors. Public address systems, radio broadcasts, and other devices used only to attract attention by sound are prohibited. Show management reserves the right to turn off the electricity supply of any Exhibitor who violates this rule, after sufficient warning has been given.
- 19. BOOTH INSTALL/DISMANTLE:** Install and dismantle must take place during designated hours. All exhibits must remain intact until posted dismantle date and time. No goods may be packed or removed prior to that time. Early dismantle will result in a \$1000 penalty.



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20. OFFICIAL SHOW DECORATOR: GES Exposition Services has been designated as the official show decorator and will be involved in the setup of the Technology Showcase exhibit booths. Each Exhibitor will be sent an electronic link to the Exhibitor Services Manual by GES Exposition Services prior to the conference.

GES Exposition Services

7050 Lindell Road

Las Vegas, NV 89118-4702 Phone (in USA): 800.475.2098

FAX (in USA): 866.329.1437

International Calls: 702-515-5970

International Faxes: 702.263.1520

21. SECURITY: JHA may, at its discretion, provide the services of a reputable security agency for general safety and security purposes only. The services provided by JHA are not intended, nor are they to be interpreted by Exhibitor in any form whatsoever, as a guarantee by JHA or the Facility against any loss, theft or damage to Exhibitor or any of Exhibitor's property. All items brought into the Facility are done so at Exhibitor's own risk. Exhibitor is solely responsible for safeguarding its Exhibit and its contents at all times. Exhibitors may furnish additional guards at their own cost and expense after obtaining prior written approval by JHA.

22. TERMINATION OF EXHIBIT: If the premises where the Event is to be housed are destroyed or damaged, or the Event fails to take place as scheduled or is relocated or interrupted and discontinued, or access to the premises is prevented or interfered with by reason of any strike, lockout, injunction, act of war, Force Majeure event, emergency declared by any government agency, or for any other reason, this contract may be terminated by JHA. In the event of such termination, the Exhibitor waives any and all damages and claims for damages and agrees that the sole liability of JHA shall be to return to each Exhibitor the Exhibitor's booth registration fee and any fees paid for additional booth representatives.

23. CONFLICT WITH SCHEDULED ACTIVITIES/EXHIBITOR ACTIVITIES: Exhibitors shall **NOT schedule or conduct any activities or meetings with attendees that conflict with scheduled conference sessions or events, regardless of whether internal to the hotel or conference facility or external.** Additionally, Exhibitor agrees that it will not, nor will its employees, representatives or authorized participants conduct any type of Exhibitor or hospitality function in the Facility or any participating hotel's meeting rooms, public areas, hospitality suites or suites for the duration of the Conference without the prior written consent of JHA.



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- 24. SOLICITATION:** The aisles and other spaces in the Event not leased to exhibitors shall be under the control of JHA. All displays, conferences, distribution of literature, or any other type of activity must be conducted inside the space contracted. Unauthorized persons not affiliated with JHA or participating Exhibiting companies are prohibited from any dealing, exhibiting or soliciting within the Event or Conference facilities. Exhibitors are urged to immediately report any violations of this rule to the show management or a member of the JHA staff.
- 25. GIVEAWAYS:** JHA will permit drawings for items valued less than \$500. Drawings must take place in the booth. JHA will announce drawing winners once over the public announcement system in the exhibit hall.
- 26. EXHIBITOR-APPOINTED CONTRACTORS:** Exhibitors are required to use the JHA's official Exhibit Services Company. Should an outside contractor ("Exhibitor-Appointed Contractor") be used, Exhibitors must secure, in advance, written authorization from JHA at least 30 days prior to the opening of the Event. Exhibitor-Appointed Contractor will notify the official contractor and JHA of the names and/or number of regular employees who will be working in the exhibit area during the move-in and move-out period 30 days prior to the opening of the Event. Certificates of insurance for Liability and Workmen's Compensation Insurance are required for Exhibitor-Appointed Contractor working in the exhibit area, as required by JHA and the Facility. The Exhibitor is responsible for notifying its Exhibitor-Appointed Contractor of the provisions of the Rules and Regulations, copies of which are to be provided by the Exhibitor to the Exhibitor-Appointed Contractor. Rules, Regulations and insurance requirements specific to Exhibitor-Appointed Contractors are detailed in the Exhibitor Services Package. Exhibitor agrees that any Exhibitor-Appointed Contractor not fulfilling the requirements will be prohibited from operating in the Facility.
- 27. PHOTOGRAPHS, PUBLICITY MATERIAL, RADIO, AND TELEVISION AND PRINT MEDIA:** JHA reserves the sole right to use any photographs, recordings, electronic images or publicity material received by or obtained by JHA in the course of the Exhibition, for whatever use deemed proper by JHA. JHA and its affiliates have the exclusive right to include photographic, video and other visual portrayals of attendees, Exhibitors and their Exhibits including its contents, in any pictorial medium of any nature whatsoever for the purpose of trade, advertising, sales, publicity and otherwise, without compensation to Exhibitor, and all rights, title and interest (including all worldwide copyrights therein) to these items will be JHA's sole property, free of any claims of Exhibitor or any persons deriving any rights or interest from the Exhibitor.



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- 28. EXHIBITOR COMPLIANCE AND ACCEPTANCE:** Exhibitor covenants and agrees that the person executing this agreement is an executive or senior manager of Exhibitor and has the requisite authority to enter into and sign this Agreement on Exhibitor's behalf and bind Exhibitor to this Agreement. Exhibitor shall abide and be bound by all of the terms and conditions of this Agreement, all Conference Rules and Regulations stated under this Agreement, the Exhibitors' Manual, Schedules, and to any amendments to the same, all of which are integral to and incorporated by reference into this Agreement. Further, Exhibitor agrees that JHA will have full power in a matter of interpretation, amendment and enforcement of all Conference Rules and Regulations. In all instances JHA' rulings will be final. All rights and privileges granted to Exhibitor under this Agreement and any subsequent addendums are subject to and subordinate to the master lease between the JHA and the Facility.
- 29. BOOTH USAGE:** Exhibits must only be used for the purpose of promoting Exhibitor's products or services and are not be used for other business purposes. Exhibitor may only display, offer for sale, or advertise merchandise manufactured, or sold by Exhibitor or services performed by Exhibitor in the normal course of business. The only exception is when other items are required for the proper demonstration or operation of Exhibitor's display, products or services. In which case, the supporting items must be identified by their regular nameplate, imprint, or other identification normally appearing on them. All non- exhibiting organizations and their representatives are strictly prohibited from exhibiting or conducting business in the Exhibit Area. Booth materials and displays, including but not limited to videos, collateral materials, etc. may not market or promote any core software that directly competes with any of JHA's five proprietary solutions serving the banking and credit union markets.
- 30. CARE OF EXHIBITS:** JHA will maintain the cleanliness of all aisles. Exhibitor, at its own expense, must keep its exhibit clean, and in good order at all times. All Exhibits must remain fully intact until the Conference has officially closed. Disturbing or tearing down the Exhibit before the official close of the Conference can result in JHA' refusal to accept or process Exhibitor's exhibit space applications for subsequent Conferences or other JHA events. Exhibitor's exhibits and its contents must be removed from the Facility no later than the time specified in the Exhibitors Service Manual. If Exhibitor's exhibit is not removed within the allotted time, JHA reserves the right to ship the Exhibit and its contents via a carrier of JHA' choosing, or to place the Exhibit and its contents in a storage warehouse, or to make such other disposition of the Exhibit as JHA may deem desirable, at Exhibitor's expense and without liability to JHA.



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- 31. JHA EXHIBITOR DIRECTORY AND ATTENDANCE:** JHA will not be liable for any errors or omissions in JHA's Exhibitor Directory, attendee lists, web sites or in any promotional materials. JHA makes no representations or warranties with respect to the number of Conference attendees or the demographic nature of the attendees.
- 32. LIMITATION OF LIABILITY: JHA and its officers, directors, staff members, agents, affiliates and all other organizations and individuals employed or engaged by JHA in connection with Event, shall not be liable or responsible and shall be held harmless for any loss, damage, death or injury from accident, fire, theft, or any cause whatsoever, including, but not limited to, loss, damage, death or injury to Exhibitors, their employees, their property, agents, guests, the public, and others, prior to, during or subsequent to the period covered by the exhibit space contract, which is not caused by the negligence or willful misconduct of JHA or its representatives identified above. In addition, Exhibitor acknowledges that neither JHA nor any of the other parties involved in the conduct of this event maintain insurance covering Exhibitor property, nor are they responsible for obtaining insurance covering such losses by the Exhibitor. All individual booth attendees are required to sign the release of claims included in the individual registration form and retain a copy for each registered attendee. Failure to sign the waiver could result in non-admission to the Conference and Event and all related functions.**
- **The Exhibitor shall indemnify, defend, and hold harmless JHA, its sponsors, the Facility's owner and management, and their owners, directors, officers, employees, agents and representatives, against all claims, actions, demands or liability of whatsoever kind and nature, including but not limited to judgments, interest, reasonable attorneys' fees, expert witness fees, and all other related costs and charges arising out of or attributed in part or in whole to any action or failure to act whether by negligence or otherwise, on the part of the Exhibitor or any of its officers, employees, agents, representatives, or authorized participants, excluding liability caused by the negligence or willful misconduct of JHA.**
 - **Exhibit assumes the entire responsibility and liability for all damages or losses to the Exhibitor, JHA, the facility, persons or property that occur as the result of any actions of the Exhibitor or its officers, employees, agents, representatives, authorized participants, invitees and guests during the entire occupancy period. Exhibitor agrees that to the maximum extent permitted by law, JHA, the facility and any of their respective officers, agents, employees or representatives will not be held liable for any loss or damage to exhibits, or materials, goods and wares (collectively "Property") belonging to the Exhibitor or its authorized participants.**



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- 33. Conference Attendee Lists:** JHA will provide a pre-registration attendee list of those attendees who opt-in to assist in informing the attendee the vendor will be exhibiting. It will include their name, title and email address only. It is suggested vendors do not contact the attendees more than 2x prior to the conference. **Note: Any mention of Jack Henry, must be approved by Marketing before email is sent.** A post-show attendee list will be provided no later than thirty (30) days after conference closes. This list is not to be kept. If Jack Henry receives any notification that they are receiving emails from a vendor throughout the year, it could affect your being able to participate as a vendor in the future. Attendees information that you obtain via your booth lead retrieval you are free to contact as you see appropriate.
- 34. PAYMENT:** All fees due by Exhibitor must be paid in full to JHA 30 days before the registration deadline, or Exhibitor will not be issued a booth number and their space may be reassigned.
- 35. FORCE MAJEURE:** If for any reason beyond the reasonable control of JHA or the Facility, including but not limited to acts of God, war, strikes, labor disputes, accidents, government requisitions, restrictions or regulations on travel, facility availability, commodities or supplies, inability to secure sufficient labor, civil disturbance, terrorism or the threats or economic impact of terrorism, transportation, disaster, fire, earthquakes, hurricanes, unseasonably extreme inclement weather, epidemic, or any other comparable conditions, JHA is unable to fulfill its obligations under this Agreement, the Parties may terminate this Agreement without liability, and JHA may retain the earned portion of the Exhibit Fee required to recompense it for expenses incurred up to the time of terminating the event. Any remaining unearned Exhibit Fee will be returned to the Exhibitor. Additionally, if any part of the Facility is damaged or if circumstances beyond JHA's reasonable control make it impossible or impractical for JHA to permit Exhibitor to occupy or continue to occupy Exhibitor's assigned exhibit space location during any part of or the entire Conference, Exhibitor will only be charged a pro-rata exhibit space rental fee for the period that the Exhibit space was or could have been occupied by Exhibitor. In no event will JHA, the Facility, or their respective owners, directors, officers, employees, agents and representatives be liable for any actual, direct, consequential, indirect, incidental, special or punitive damages of any nature or for any reason whatsoever which arise as a result of a force majeure event described above.
- 36. BINDING ON SUCCESSORS AND ASSIGNS:** This Agreement will be binding upon and inure to the benefit of the respective successors, assigns, and personal representatives of the Parties, except to the extent of any contrary provision in this Agreement.



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- 37. NOTICE:** Any notices, requests, demands relating to this Agreement (including any notices of cancellation, exhibit space downsizing, defaults on the Payment Schedule, etc.) must be in writing and sent by certified mail, return receipt requested or by overnight delivery service with confirmation of delivery. All notices will be effective only upon receipt by the intended recipient. Exhibitor agrees that the Conference Rules and Regulations and any Exhibitor Manual, Schedules, or any amendments to the same are integral to and incorporated by reference into the Exhibit Space Contract. All notices shall be sent to **Lori Drayer | Event Coordinator Sr. | Jack Henry & Associates, Inc.® | 11605 Haynes Bridge Rd., Suite 300 | Alpharetta, GA 30009.**
- 38. UTILITIES:** Electricity, gas, water, telephone service and other utilities needed by Exhibitor must be ordered and arranged for directly between the Exhibitor and the entity specifically authorized to supply these utility services prior to the show. The Exhibitor will be responsible for payment of any services ordered.
- 39. UNION LABOR:** If required by facility, Exhibitor will employ only union labor, as made available by official contractors in the installation and dismantling of its exhibit, and in its operation when required by union agreements.
- 40. ENTIRE AGREEMENT:** This Agreement, all Conference Rules and Regulations, all Appendices, and Schedules referred to or attached to this Agreement constitute the final, complete, and exclusive statement of the terms of the Agreement between the Parties pertaining to the Conference and supersedes all prior and contemporaneous understandings or agreements of the Parties. All waivers of any provision of this Agreement must be made in writing and signed by an authorized representative of JHA. If any portion of this Agreement will be determined to be invalid, then that portion will be considered severed from the Agreement in that jurisdiction and all remaining portions will remain in full force and effect. Paragraph headings have been inserted for convenience of reference only, and are in no way intended to describe, interpret, define, or limit the scope or intent of any part of this Agreement.