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MUSE COMMERCIAL MEMBER RULES & REGULATIONS

The Commercial Member guidelines provide comprehensive policies and procedures to support consistent operations for all MUSE related vendor activity. Please note that these guidelines are subject to change at the discretion of the MUSE Board as required. Some of the sections below pertain specifically to activities related to the International Conference or to smaller MUSE events and are identified respectively. Note that all dollar figures are quoted in U.S. dollars and are subject to change.

COMMERCIAL MEMBERSHIP

Each vendor must have a MUSE Commercial Membership to participate in the MUSE organization. This includes participation at the International Conference as well as all other events, conferences or education presented by MUSE throughout the year.

Benefits include but are not limited to:

- The opportunity to attend and/or exhibit at the events (size permitting).
- Sponsorship opportunities.
- Access to the secure pages of the MUSE website.
- The ability to purchase advertising on the MUSE blog, in the International Conference program, on the MUSE website, and event materials.
- Access to the MUSE membership lists as well as attendee lists from MUSE events.

Once a vendor attains membership, the vendor is expected to operate according to the MUSE Commercial Member Rules & Regulations and bylaws.

The MUSE Board of Directors can revoke a membership at any time for behavior, actions, conduct, or activities that are deemed detrimental to the MUSE organization. Membership may also be revoked if the MUSE Board of Directors deems that MUSE membership creates a conflict of interest for the Commercial Member.

APPLYING FOR A COMMERCIAL MEMBERSHIP

A vendor may request MUSE membership by submitting the "Commercial Membership Application" form available on the MUSE website.

The MUSE Leadership Committee will review and approve each application to ensure appropriateness of MUSE membership as described in the MUSE bylaws. Annual membership renewals are not guaranteed. At the end of a 12-month membership term, MUSE can request that an existing Commercial Member reapply for annual membership to have their eligibility reassessed.

Should a Commercial Member merge with, purchase, or be purchased by another company, the Commercial Member must reapply to establish continued eligibility as a member of MUSE. The application fee will not apply in this situation.

MUSE is not a trade show. MUSE is a user group meeting for sites using the MEDITECH applications. MUSE offers opportunities for networking, education, and training focused specifically on the MEDITECH applications. Only those companies offering products and/or services that are complimentary to the MEDITECH applications need apply for membership. Companies offering a similar suite of applications are discouraged from applying. Participation by such companies would not meet with the goals of MUSE, nor would it support the MUSE mission statement. This criterion is true for those members wishing to renew their annual membership.

MEMBERSHIP FEES

The current annual Commercial Member membership fee is \$1,150.00. To qualify for membership renewal, a vendor must be an existing Commercial Member in good standing as determined by the MUSE Board of Directors. The membership term is 12 months beginning once membership has been approved, the fees paid, and the access setup internally on the MUSE website. Existing Commercial Members are invoiced just prior to their term end date. Membership fees will be reviewed annually and adjusted as needed. Membership fees are non-refundable.

New vendors must apply for membership as described above. The current fee for new membership is \$3,650.00 -comprised of a one-time application fee of \$2,500.00 and an annual membership fee of \$1,150.00. The application fee will be reviewed annually and adjusted as needed.

The full payment for membership is required – there are no membership terms less than a 12-month period. Once paid, application and membership fees are non-refundable.

USE OF MEMBERSHIP OR ATTENDEE LISTS

MUSE Commercial Members have access to MUSE membership lists and attendee lists for MUSE events. Commercial Members may use these lists for direct marketing purposes, but must follow these guidelines:

- MUSE membership and attendee lists are available for communications that are relevant to registrants for the particular MUSE event and MUSE members in general. If asked, Commercial Members must be able to clearly identify the value of the communication, from the recipient's perspective, to the MUSE Board of Directors. The assessed value of the communications is at the sole discretion of MUSE.
- MUSE membership and attendee lists include a wide range of MEDITECH hospital users. It is the responsibility of the Commercial Member to use all available information to sort and distill their final list to the target market prior to launching the marketing. Examples of sorting categories include, but are not limited to:

o Job description of the recipient

o Type of MEDITECH products being used

o Size of hospital

o Geographic location

- Although there are no specific maximum number of marketing campaigns dictated by MUSE, it is expected that a Commercial Member does not send out emails so frequently that being on the MUSE mailing list becomes undesirable to its members. If a specific company is abusing this flexibility or has shown themselves unable or unwilling to keep marketing within what MUSE considers reasonable, MUSE retains the right to revoke a Commercial Member's right to use these lists for direct marketing purposes.
- MUSE membership or attendee lists cannot be given, traded, shared or sold to another company or party.
- Under no circumstances can the MUSE membership or attendee lists be used to promote a non-MUSE event, webcast, or publication. User Group meetings that are taking place during the same timelines as a MUSE event must be marketed using the organizing group's own marketing lists.
- MUSE membership or attendees lists may not be used as a recruitment tool. Emails, newsletters, or cold calls that include information regarding employment opportunities outside of the member's hospital are prohibited. Commercial Members wanting to reach MUSE Members who are seeking employment can access the Career Center on the MUSE website.
- The content of the communications sent must in no way be detrimental or damaging to any the MUSE membership, MEDITECH, the MUSE organization, or those employees and volunteers of MUSE.

Failure to abide by these rules can result in a fine of up to 5 Priority Points, and/or a financial penalty of up to \$1,500.00, and/or suspension or termination of membership.

USE OF THE MUSE NAME, LOGOS OR OTHER TRADEMARKS

The MUSE name and logo, along with the JAM Session, Show & Tell, Heart of MUSE, MUSE Webinar, Executive Institute, Tuesday Training, International Education Exchange (IEE), Summit (various variations), MUSE on Demand, Site Visit, annual conference names and logos are used as official trademarks of MUSE International, a non-profit organization that is designed as a communication and support network of facilities and vendors working within the MEDITECH HCIS.

To ensure that these logos are used for the integral purposes of education and information sharing, MUSE incurs an obligation to protect them from any use inconsistent with their purposes. For this reason, prior written approval must be obtained from MUSE for their use. Failure to receive prior written approval prior to using the MUSE name, logo or other trademarks may result in a fine of up to 5 Priority Points. If a Commercial Member convenes this rule two or more times, they will lose a minimum of 5 Priority Points and/or be fined \$1,000, and/or have their MUSE membership revoked for a minimum of 12 months. If the disciplined Commercial Member chooses to reapply to MUSE after the penalty period has been served, all applicable application fees will apply and they will lose all accumulated Priority Points. Each situation will be reviewed individually and a decision will be made based solely on what is in the best interest of the MUSE organization.

EVENT PARTICIPATION

- Each exhibitor must be a MUSE Commercial Member in good standing, as determined by the MUSE Board of Directors.
- To participate at any MUSE event, a Commercial Member must secure approved booth space. There is no exception to this rule for the annual International MUSE conference.
- MUSE may choose to make an exception to the above rule by allowing Commercial Members to attend without booth space at a particular MUSE event. In this circumstance, MUSE will ensure that this information is available on the MUSE website. A surcharge to the registration fee will be applicable to non-exhibiting Commercial Member attendees. (This option is not applicable to the annual International MUSE Conference.)
- All attendees registered under the Commercial Member organization must be employed by the Commercial Member organization and able to provide, if requested, proof of employment.
- Neither Commercial Members nor other non-member vendors will be allowed to participate at a MUSE event under the umbrella of another Commercial Member. For Commercial Members who own multiple companies, those company names and product lines can be displayed at the booth of the parent company. The parent company must be a MUSE member.
- All Commercial Members must complete an online exhibitor application and electronically sign the exhibitor contract, or complete and submit the equivalent in hardcopy, showing they have read and will abide by:
 - o The Commercial Member Rules and Regulations;
 - o The Guidelines for Display Rules and Regulations;
 - o The rules and regulations of the event's General Contractor and;
 - o The rules and regulations of the hosting facility.
- At events where tabletop displays are the only exhibit space available, exhibitors must abide by the display guidelines outlined on the registration page and distributed information opposed to the Guideline for Display Rules and Regulations mentioned above. All other rules and regulations are still applicable.
- Commercial Members with a Priority Points total less than zero may have their membership suspended and may not be eligible to participate in any MUSE events. The Commercial Member who has a point value of less than zero will not be eligible for a refund or any other type of compensation.

CONFERENCE SESSIONS

- MUSE allows for two categories of conference sessions: (a) educational sessions and (b) Product Showcase sessions. Both types of presentations can be submitted for review and acceptance once the conference organizers issue a "call for participation." Only those sessions that add value to the conference will be accepted. Space and time considerations will affect the acceptance of sessions.
- A standard package of audiovisual equipment including a laptop (loaded with recent, appropriate software), Internet, data projector, and screen will be provided by MUSE in all presentation rooms. Any and all audiovisual equipment requested (above the standard package provided) will be charged to the Commercial Member and may be invoiced by the audiovisual company serving the conference.
- Commercial Members may attend all conference sessions or events including the MUSE annual general meeting, social events and meals (unless otherwise noted as 'invitation only'). See section B below with respect to possible exception to attending another Commercial Member's product demonstration.

A. EDUCATIONAL SESSIONS

All educational sessions must truly be educational, not sales promotions. Commercial Members giving educational sessions may not give product demonstrations nor show slides/overheads in lieu of a product demonstration.

Any Commercial Member whose education session is found to be a "sales promotion session" will lose 5 Priority Points and may be limited or excluded from attending future MUSE events. The MUSE Board of Directors is responsible for the content of all educational sessions and will be responsible for determining whether or not sessions conform to the standards and policies listed below. These criteria have been developed to help demonstrate conduct that is clearly acceptable and conduct that is clearly unacceptable. These criteria will also be used by the MUSE International Board to determine the appropriateness of imposing the penalties.

ACCEPTABLE CONDUCT:

- o Utilizing a generic component of a product (i.e. screen design) to demonstrate or further describe a key educational concept.
- o Mentioning the name of a product only to give an example of technology that further defines or describes a key educational concept.
- o Using appropriate professional conduct while utilizing the flexibility in points above.

UNACCEPTABLE CONDUCT:

- o Using inappropriate professional conduct that abuses the flexibility described under "Acceptable Conduct" listed above.
- o Comparing a product or service to another Commercial Member's product or service, unless this is determined to be part of the session purpose (i.e. panel discussion)
- o Criticizing or otherwise representing another Commercial Member's product in a negative or condescending way.
- o Announcing products or services for sale.
- o Utilizing an "audience plant" to champion a specific product or service or to compare a product or service to that of another Commercial Member.
- o Offering incentives for facility members to attend the education session.

Should a Commercial Member not show up to a scheduled education session or fail to give 30-day advanced notice to cancel a scheduled education session, a penalty of up to 4 Priority Points may be assessed against the Commercial Member in question.

REVIEW PROCESS FOR EDUCATION SESSIONS

The MUSE CEO, with support from the MUSE Education Committee, reviews and confirms presentations for the conference schedule. Often, the presentation PowerPoint file is requested for review. The intent is to ensure that the content is purely educational. This process also occurs for presentations submitted by Associate or Facility members on behalf of Commercial members. Only those sessions that add value to the conference will be accepted. Additionally, a number of criteria are considered:

- Topic Current pertinent topics are most appealing. MUSE is the user group for users working at MEDITECH facilities. As such, topics related to MEDITECH, IT, health care, etc. are most attractive.
- Space There is a limit to the number of conference days, meeting rooms, and time slots. As such, MUSE may have to reject some submitted presentations.
- Duration The conference schedule has a number of 55-minute slots and fewer 85-minute slots. MUSE works to accommodate the duration of each presentation as requested.
- Volume of Submitted Presentations With 150+ Commercial members, MUSE works to ensure that all members have a fair opportunity to provide educational presentations. Limiting the number of presenters correspondingly limits the variety and richness of the conference content.
- Schedule In addition to educational presentations, MUSE must schedule peer group meetings, Summits, tracks, IEE sessions, sessions offering certification, product demonstrations, and other special sessions.
- o Peer Group Meetings There is a designated meeting for most MEDITECH modules where attendees can meet to discuss specific issues related to the particular module. These peer group meetings are a traditional and popular component of the conference. Peer group meetings are generally scheduled for 60 minutes, but can be up to 120 minutes. At some conferences, up to 30 peer group meetings will be slated on the schedule. Ever attempt is made to avoid conflicts on topics (ex. CPOE is not scheduled at the same time as OE or NUR; MM is not scheduled at the same time as AP).
- o Summits A Summit is an extended forum on a particular topic. Past examples include a Physician Summit (on topics pertinent for physicians) and a 6.x Summit (on topics related to all aspects of the 6.x platforms). MUSE endeavors to avoid conflicts between Summit topics and educational session topics. That is, an educational topic on, for example, physician training would likely not be scheduled at the same time as the Physician Summit.
- o Tracks Often, like presentations are scheduled in the same room over the course of a day (or more). This way, an attendee interested in a particular topic can find a wealth of related information within a single track of presentations. It provides an opportunity to learn from various presenters.
- o CNE / CEU Some MUSE educational presentations provide Continuing Nursing Education and/or Continuing Educational Units (pharmacy). To allow an attendee to collect many such units, MUSE works to ensure that these types of presentations have limited conflicts on the schedule.
- o IEE The International Education Exchange is a contest staged at conference whereby up to six presentations are judged and the winner earns a trip to attend the MUSE EU user conference. In order for the judges to attend each IEE sessions, the presentations cannot conflict.
- o Product Showcase sessions MUSE tries to ensure that the topics related to the products being demonstrated do not conflict with other sessions with similar topics.

WHY WOULD MY PRESENTATION NOT BE ACCEPTED?

Generally, there may be a number of factors:

- There are ample presentations already confirmed on the topic.
- Your company has already had a number of presentations confirmed.
- A presentation by your company on a similar topic has already been confirmed.
- The presentation has been offered at past events MUSE strives to offer fresh and original education.
- The presentation is not purely educational.
- The presentation has limited appeal to the general audience.
- The presentation is weak the content or the duration does not appear to be satisfactory.

B. PRODUCT SHOWCASE SESSION

A Product Showcase session allows for Commercial Members to present, discuss, and/or promote their particular products and services. Product Showcase sessions will be clearly designated as such on the conference schedule. There is no guarantee that every MUSE event will offer Product Showcase sessions. MUSE will still monitor these types of sessions for appropriateness; professional conduct is expected at all times.

Product Showcase sessions are solely intended to educate the MUSE audience on products that directly complement the MEDITECH HCIS. MUSE will review all Product Showcase sessions and will reject any sessions, which do not meet this guideline. The presentation title, abstract and the presenter's bio must be submitted with the application, and must accurately reflect the presentation that will be offered at the conference.

MUSE makes no guarantees regarding the date and/or time that any session will be scheduled. Preferences will not be considered unless solicited by MUSE. This may occur in situations where scheduling options are available. In those situations, preference will be given to companies with the highest Priority Points.

Product Showcase sessions are governed by the MUSE educational sessions regulations, specifically the directive for appropriate professional conduct. Unacceptable conduct includes (but is not limited to) the following:

- Comparing a product or service to another Commercial Member's product or service or a product of MEDITECH.
- Criticizing or otherwise representing a MEDITECH product or another Commercial Member's product or service in a negative or condescending way.
- Utilizing an "audience plant" to champion a specific product or service or to compare a product or service of that of another Commercial Member or MEDITECH.
- Offering incentives for an Associate or Facility member to attend the product information session.

If a MUSE member reports inappropriate conduct during the Product Showcase session, the Commercial Member will face a penalty of 4 Priority Points and may lose the privilege of purchasing Product Showcase time slots at future conferences.

Commercial Members may attend a product demonstration of another Commercial Member only if invited to do so by the presenter. It is the responsibility of the presenting Commercial Member to monitor his/her own product demonstrations to ensure that no uninvited members of the Commercial Member community are present. Should the presenting Commercial Member be faced with a situation where an uninvited Commercial Member is present, he/she may privately and discreetly request that the Commercial Member leave the demonstration area. Should the uninvited Commercial Member fail to do so, a MUSE representative can be summoned. If the Commercial Member fails to leave at the request of the MUSE representative, a penalty of 4 Priority Points will be assessed against the Commercial Member in question.

Should a Commercial Member not show up to a scheduled Product Showcase session or fail to give 30-day advanced notice to cancel a scheduled Product Showcase session, a penalty of up to 4 Priority Points may be assessed against the Commercial Member in question.

Product Education payments are final and non-refundable with the exception of declined abstracts and partial refunds due to price difference in timeslots. MUSE does not guarantee attendees, and therefore will not offer refunds due to low attendance.

Product Showcase sessions may be offered via a webinar. For such presentations (named "Virtual Product or Service Showcase") via webinar, these additional conditions apply:

- Two Showcases are available per month, first come, first serve. Each Showcase slot is \$550.
- When you submit your Showcase, you must include the presentation title, abstract and presenter bio. You will be contacted by a MUSE staff member within one week of your submission to confirm its acceptance and to secure a date and time for your Showcase.
- Each Showcase should be one hour in length, with 10-15 minutes of Q&A time built into the presentation.
- Promotions of your Showcase two emails will be sent to the MUSE membership advertising your Showcase. The first will be sent three weeks before your program, the second will be sent within the week before your Showcase.
- The Showcase will be posted on the webinar page of the MUSE website, and members will register for your Showcase through the MUSE website.

B. PRODUCT SHOWCASE SESSION continue...

- MUSE maintains the registration routine; you will receive the attendee list prior to your Showcase, and upon its conclusion.
- Commercial Members earn .5 (one-half) of a priority point per Showcase.
- A Commercial Member is permitted to offer no more than five Showcase sessions via webinar per calendar year.
- A Commercial Member may not offer consecutive Showcase webinars.
- An encore Showcase may only be offered if approval is granted by the MUSE International Board or staff.

SHOW & TELL SESSIONS

MUSE encourages its members to teach and learn from each other. A Show & Tell session provides such an opportunity. These 15-20 minute presentations are to be performed by Associate or Facility Members only. Commercial Members can attend these sessions, but cannot present, co-present or prepare a Show & Tell session.

JAM SESSIONS

Associate or Facility Members will facilitate these networking 'JAM' sessions. Commercial Members are welcome and encouraged to participate in these informal, interactive opportunities to discuss pertinent topics. Formal presentations or product demonstrations are not allowed in JAM sessions.

USER GROUP MEETINGS AND OTHER GROUP EVENTS

MUSE recognizes the value of Commercial Members organizing user meetings and other group events in conjunction with MUSE events. However, MUSE is under no obligation to provide space or equipment for such meetings. User Group meetings and/or other group events that are held in coordination with a MUSE event, must not conflict with the MUSE event scheduled events. MUSE will work with a Commercial Member to determine how scheduling, notification and/or publicity for any such meetings or events may be coordinated with any MUSE activities. Should a Commercial Member want to hold a user group meeting or event that conflicts with a scheduled social event, they may request an exception from the MUSE CEO. Each situation will be reviewed individually and a decision will be made based solely on what is in the best interest of the MUSE organization.

Commercial Members who hold user group meetings that conflict with the MUSE event scheduled events will lose 5 Priority Points and may be limited or excluded from attending future MUSE events.

SPONSORSHIP

A. SPONSORS

Sponsors provide additional funds for various functions at the events. This financial help allows the MUSE organization to offer better events, and to maintain low registration fees for both the users and exhibitors. Sponsorship is a significant value that MUSE Commercial Members add to the organization. MUSE acknowledges this valuable contribution by awarding Priority Points based on the dollar value of the contribution. More information regarding sponsorship and Priority Points can be accessed on the MUSE Priority Points Guide which is located on the MUSE website under "Commercial Members / Priority Points Overview"

Prior to each event, MUSE will publish the variety of sponsorship opportunities. This information will be disseminated to the Commercial Members. Sponsorship items may include, but are not limited to:

- Event schedule
- Event program
- Advertising brochures
- Tote bags

Speakers

- Nametags / Lanyards
- Signage

T-shirts

- Meals; Snack/coffee breaks
- Social events; Games

MUSE must receive all sponsorship fees at or before the insertion and publishing deadline dates for full recognition. Sponsorships received late will not be included in printed materials.

Commercial Members will only get credit for sponsorships if the sponsorship contribution is sent directly to MUSE.

B. PATRONS

MUSE allows for an additional type of supporter called a Patron. There are some companies that wish to contribute to MUSE activities, but do not want to – or cannot – become members. Nor do they meet the definition of a local vendor. Some examples of patrons include a regional stationery store that chooses to donate pens to a MUSE event, or a nearby grocer who offers complimentary produce for a event snack break.

These vendors may be classified as patrons and must abide by the following rules:

- Patrons must first be approved by the MUSE Board of Directors.
- Patrons are typically from an industry unrelated to healthcare and/or information technology.
- Patrons typically could not be considered for MUSE membership, and do not meet the definition of a local vendor.
- Patrons, or their representatives, may not attend a MUSE event.
- Patrons may not distribute marketing material.

MUSE also welcomes any creative suggestions that would allow for a valuable partnership between MUSE and its valued Commercial Members.

BADGE REGULATIONS

- Commercial Members must purchase an event registration for each attendee at the current event rate. Some badges are included with the purchase of a booth as noted in the 'Booth Prices' section below.
- Commercial Members must only wear and/or possess one official MUSE event badge (Commercial Members badge), which must be displayed in view, at all times. Commercial Members may not swap badges with another Commercial Member, a non-member vendor or with any Associate or Facility Member. The badge must accurately represent the Commercial Member who is wearing the badge, including name and company employed with. Proof of such may be requested by a MUSE representative at any time, and failure to provide proof will result in the Commercial Member being asked to leave the event and a penalty of a minimum of 5 Priority Points being administered to the Commercial Member in question.
- An event attendee must register as either a Commercial Member, or an Associate or Facility Member, and abide by the rules of each type of membership. There may be cases where a person consults or works at a member facility, but is employed by a Commercial Member.

For contracted consultants registered under a Facility member name:

- o If such an attendee registers as a Commercial Member, he/she cannot provide Show & Tell sessions.
- o If this attendee registers as a Facility Member, he/she cannot work at any exhibitor's booth.

There may be opportunity for an Associate or Facility member (non-contracted employee) to volunteer to take part in a presentation at a Commercial member booth. If an Associate or Facility Member (non-contracted employee) would like to participate in a Commercial Member's presentation or demonstration, he/she may do so of his or her own accord within the standard exhibit hall hours.

- Any attendee who fails to comply with this badge wearing policy may be asked to immediately leave the event, and/or be prohibited in attending future MUSE events. The Commercial Member under which the attendee is registered may be asked to immediately leave the event and/or be fined the equivalent of double the current event standard booth fee, and will lose a minimum of 5 Priority Points.
- MUSE will issue "temporary badges" at no charge for the sole purpose of booth set-up and tear down or for entertainment personnel if deemed appropriate, and approved, by MUSE.
- Guest badges are for available for employees of non-MUSE member hospital attendees ONLY. To register a guest, Commercial Members must contact MUSE directly to process the guest registration. Only those who work for a MEDITECH facility that has not been a MUSE Member in the previous three years, are eligible for a guest pass. Each guest attendee may only attend a MUSE event as a guest once every five years.

ASSIGNMENT OF BOOTH SPACE

MUSE appreciates the support provided by its community of Commercial Members. As such, MUSE has implemented a "points" strategy to recognize member companies for their loyalty and generosity. MUSE would not be a successful independent user group without the collaboration of its Commercial Members.

- Information on how Priority Points are earned, calculated, used and deducted can be found in the MUSE Priority Points Guide, which is on the MUSE website under "Commercial Members/ Priority Points Overview"
- MUSE stages some events at hospitals. Often, meeting space at a hospital is limited. This in turn reduces the opportunities for Commercial members to exhibit at such events. However, even with limited space, there may be room for some exhibits. The challenge is how best to fairly and consistently offer those opportunities to the Commercial member community. Refer to the guidelines for assigning exhibitor space for such occasions: MUSE Commercial Member Events Exhibitor Guidelines

BOOTH REGULATIONS

- Booths are assigned on a 'first pay' basis within the rules of the Priority Points system. No booth will be assigned until full payment has been received
- Each Commercial Member exhibiting at the event must have an individual display booth(s) and is prohibited from sharing booth space with another Commercial Member unless the different companies are owned by the same parent company. Items that are not allowed include, but are not limited to, displaying any business cards, literature or signage from another company or having a representative of the other company attending under the Commercial Member's business name.
- Business alliances or partnerships do not allow for the sharing of booth space however companies may advertise their alliances or partnerships with other companies as long as:
 - o The partner company is an active MUSE Commercial Member.
 - o The advertising is restricted to signage only (no literature, business cards or additional marketing materials are allowed).
 - o The advertising is restricted only to the alliance/partner company's name or logo (no supplementary information allowed).
 - o The signage advertising the alliance or partnerships takes up no more that 20% of the total signage within the booth.
- Commercial Members may elect to individually apply for and pay for exhibit booth space that are "housed" together as one larger exhibit booth area. For example, more than one Commercial Member may be housed with a single 20 ft. x 20 ft. footprint. Each Commercial Member must have a minimum 10 ft. x 10 ft. space for International Conferences and both companies must buy their space in the order determined by the Priority Points process.
- There are no set booth restrictions however Commercial Members must receive permission from MUSE to purchase more than eight 10 ft. x 10 ft. spaces. Permission for larger booth space will depend on availability of exhibit space.
- Unless previously authorized in writing, nothing shall be posted on, nailed to, or otherwise attached to columns, walls, floors or other parts of the building or furniture. All space is leased subject to these restrictions.
- The backs or walls of any exhibit must be finished in a manner, which is professional, and does not detract from the professional presentation of neighboring and adjacent exhibitors or distract from the general atmosphere of the event.
- No credits or substitutions to the booth package are permitted. If not provided within the booth package, each exhibitor is responsible for:
 - o Furnishings (table; chairs; wastebasket; etc.)
- o Electrical connections
- o Internet service

- o Any other additions to the booth package
- o Extension cords, power bars, etc.
- o Shipping

- An exhibitor's booth space must contain a minimum of:
 - o Carpet or alternative flooring that has been approved by MUSE. Flooring must cover all visible areas within your booth.
 - o Enough décor, signage and/or furniture that the average attendee would be able to identify that the space is occupied and by whom.

COST OF EXHIBIT SPACE AND PAYMENT OF FEES

The table below shows an example of how the booth fees are structured. Refer to the MUSE website for the most current booth sizes, prices, and associated accompaniments.

| BOOTH SIZE | PRICE | BADGES INC. | PRIORITY POINTS |
|--------------|----------|-------------|-----------------|
| 10x10 LINEAR | \$3,700 | 2 | 3.7 |
| 10x10 CORNER | \$4,200 | 2 | 4.2 |
| 10x20 LINEAR | \$8,100 | 4 | 8.1 |
| 20x20 ISLAND | \$14,500 | 5 | 14.5 |

^{*} All prices are quoted in US dollars; prices are subject to change

ALSO INCLUDED IN THE EXHIBIT FEES:

- Free in-booth Wi-Fi
- Free MUSEO registration (participating Commercial Members are still responsible to register and provide an appropriate MUSEO gift)
- Free basic exhibitor listing

NOT INCLUDED IN THE EXHIBIT FEES:

- Carpet
- Furniture
- Electrical
- Drayage fees
- Any other items, unless specifically noted above as being included
- The refund policy is as follows:
 - o Requests for refunds must be submitted in writing.
 - o 100% of payment submitted will be refunded up to 91 days in advance of the start of the event.
 - o Requests received 90 days or less from the start of the event will not be eligible for a refund.

Exhibit Fees are subject to change and will be reviewed on an annual basis.

MUSE DISPLAY RULES AND REGULATIONS

The most recent version of the IAEE Guidelines for Display Rules and Regulations will be considered to be the guidelines for booth displays at all MUSE events unless otherwise stated. This document is posted in the 'Library' of the 'Members Only' section. Regulations may vary depending on the site and the size of the event. MUSE will publish all display rules and regulations information pertinent to each event prior to accepting exhibitor applications. Any Commercial Member who violates any of the booth space policies can be fined the current standard booth fee, and/or be asked to leave the event, and/or be prohibited from attending future events and will be fined 4 Priority Points.

INTELLECTUAL PROPERTY, LIBEL, SLANDER

The exhibitor shall be solely responsible for securing any and all necessary licenses for a) any performances, displays, or other uses of copyrighted works or patented inventions, and b) any use of any name, likeness, signature, voice or other impression, trademarks or service marks, or another intellectual property owned by a third party that is used, directly or indirectly, by the exhibitor. The exhibitor hereby agrees to indemnify, defend and hold MUSE, its members, volunteers, its contractors and designates harmless from and against any and all claims of liability and any resulting losses, costs or damages (including costs responding to any lawsuits and attorney's fees) for failure to obtain necessary licenses or consents, for infringement or other violations of the property rights or the rights of privacy or publicity of any third party, and for claims of libel or slander.

CHARACTER OF EXHIBIT

MUSE reserves the right to refuse permission to an exhibitor to conduct or maintain an exhibit if, in the sole judgment of MUSE, said exhibit shall in any respect be deemed unsuitable. This reservation relates to persons, conduct, articles of merchandise, printed matter, music, lighting, souvenirs, give-a-ways, catalogs and any other items, without limitation, that affect the character of MUSE or its events.

BOOTH SET UP AND TEAR DOWN

Tear down is defined as: REMOVAL OF ANY OF THE DISPLAY, SIGNAGE, EQUIPMENT, OR LITERATURE FROM THE BOOTH SPACE.

The quality and professionalism of the event is enhanced by a full and active Commercial Member exhibit hall. Exhibitors and event attendees are informed of the days and times that the exhibit hall will be open. Appropriate time is made available prior to the event to set up a booth display. The date and time when the tear down process can begin is also clearly communicated.

If exhibitors dismantle their booths prior to the official tear down date and time, it will reflect poorly on the overall quality of the event. In order to maintain our high standards, exhibitors must abide by the following regulations:

- The exhibitor's booth will remain completely intact for the event days and times that the exhibit hall is open to the event attendees.
- There will be no packaging material, shipping material, containers or boxes visible in the booth space prior to the official tear down time.
- If the exhibitor is not present in his/her booth, the booth structure and appropriate literature or material from that exhibitor will be made available at the booth.

If a booth is dismantled prior to the official tear down date and time, the exhibitor may lose 4 Priority Points, regardless of the amount of time prior to the official tear down time, that an exhibitor begins dismantling his/her booth. A monetary penalty equal to the original cost of the booth space can be imposed on the exhibitor. If the booth tear down regulations are not followed after such a penalty, the MUSE Board of Directors may not allow the exhibitor to participate at future MUSE events.

Recognize that these regulations have been established to clarify the tear down process and to ensure that participation at a MUSE event is a valuable and enjoyable experience for exhibitors and all attendees.

SECURITY

- MUSE events are generally held in major cities with the inherent security risks of any major metropolitan area. Most event thefts are crimes of opportunity and occur during move-in and move-out hours. MUSE highly recommends that you have a representative of your company present during these times. It is your responsibility to ensure that all of your items are accounted for at all times. Do not leave valuable items such as laptops, PDAs, purses, cell phones or briefcases unattended at any time. To minimize loss or damage to exhibit materials, a security guard will be present in the exhibit area during non-exhibit hours only if the exhibit area cannot be secured. Should you plan on leaving valuables in your booth overnight, MUSE highly recommends that you retain the services of the official security company to guard your booth.
- It is understood by the exhibitor that the nature of the facilities available, the circulation of large numbers of people, the difficulty of effective supervision over the protection of the removable articles of many booths and various other factors make it reasonable that each exhibitor shall assume full risk of any injury, loss or damage to their property. Neither MUSE, its volunteers, its contractors, nor its designates is responsible for loss or damage to exhibits while being brought in or out of the facility nor while on the premises. In all cases, the exhibitor will assume responsibility for damage, however caused, to property as well as accidents and/or injury to exhibitors or employees. If insurance is desired, the exhibitor must purchase it. By signing the application and contract for exhibit space, either in manually or electronically, the exhibitor expressly assumes such risk and expressly releases MUSE and its members, volunteers, contractors or designates for any and all claims for any such injury, loss or damage.

FIRE REGULATIONS

Absolutely no combustible oils, gasses, or open flames of any type will be permitted in the exhibit hall. All draping or display material of cloth or paper texture must be fireproofed. Any questions regarding specific problems should be referred to MUSE. There shall be no exceptions to these rules. Failure to comply with this section shall constitute grounds for closing exhibitor's booth(s) for the duration of the event, for barring exhibitor from future shows and will result in the loss of 5 Priority Points.

FORCE MAJEURE

In the case of the exhibit hall being destroyed by fire or the elements or by any cause beyond the control of MUSE, or in the case of government intervention or regulations, military activity, terrorist activity, a pandemic, strikes or any other circumstances that make it impossible, impractical, illegal or inadvisable to hold the event at the time and place provided in the application and contract for exhibit space, then and thereupon the contract shall terminate and the exhibitor shall waive any claim for damages or compensation, of any kind or amount, except the pro-rated return of the amount paid for the space, after deduction of actual expenses incurred by MUSE in connection with the MUSE event, and MUSE shall not be subject to any further liability.

INSURANCE

Exhibitors shall, without limiting their obligations or liabilities, procure and maintain at their own expense, policies of comprehensive liability for bodily injury and property damage that names MUSE as additionally insured; in an amount no less than \$2,000,000.00 per event. The required insurance must be in effect and shall be maintained continuously from the date of commencement of the move in until after the event has concluded and all of the exhibitor's staff, contractors and property are off of the event site, or such further period as may be specified by the MUSE. The Exhibitor shall provide proof of such insurance, in digital form, to the MUSE by emailing it to info@museweb.org. MUSE may require limits in excess of \$2,000,000.00 per event depending on onsite operations and the booth structure being built, at MUSE's sole discretion. Proof of insurance must be received no later than 21 days prior to commencement of the event in question.

APPEAL PROCESS

- The membership or membership rights of any member may be suspended or terminated at any time for violation of the rules and regulations adopted by the MUSE Board of Directors or for conduct that has been deemed by the MUSE Board of Directors to be detrimental to the MUSE organization.
- Notice of suspension or termination of membership or membership rights, and the reasons for the action, will be provided to the member by mailing first class or registered mail to the member's last known address on the corporate records at least 15 days prior to the suspension or termination taking effect. Additionally, the notice will provide the member receiving such notice a date and time not less than five days prior to the date the suspension or termination is to take effect, for a teleconference with the member and not less than three members of the MUSE Board of Directors. The purpose of said teleconference is to provide the member with an opportunity to be heard by the body authorized by the MUSE Board of Directors to hear the appeal.
- Should a Commercial Member who has been penalized for a rule infraction by decreasing the member's Priority Point total and/or by having a financial penalty assessed against them, chose to appeal the said penalty, a request for appeal must be made in writing. The written request to appeal must be sent to MUSE's Canadian mailing address within 30 days of receiving the decision via registered letter.
- Should a vendor company apply to become a MUSE Commercial Member and the application be rejected by the application committee, the applicant may appeal the said denial. A request for an appeal must be made in writing via registered letter. The written request to appeal must be sent to MUSE's Canadian address via within 30 days of the vendor company being notified that their application for membership was not approved.
- MUSE Canadian address:
 MUSE International
 101 1865 Dilworth Dr, Suite 350
 Kelowna, BC V1Y 9T1 Canada
- During the appeal process the burden is on the appellant to prove that the decision to suspend or terminate their membership or to invoke other penalties outlined in the Commercial Member Rules and Regulations, has been made in error.
- Any action challenging the suspension or termination of membership, including any claim alleging defective notice, must be commenced within one year after the effective date of the suspension or termination.

Effective Date:

September 2, 2010

Updates:

March 5, 2011
December 18, 2012
December 9, 2013
November 12, 2014 (Tables)
April 30, 2015
August 2015
July 12, 2016
March 13, 2017
February 1, 2018
January 21, 2019