



AGREEMENT FOR REGISTRATION SERVICES
- 2015 through 2017 inclusive -
Registration Systems Lab, Inc. and the European Conference on
Object-Oriented Programming (ECOOP)

This Agreement dated September 13, 2014 establishes a contractual basis for Registration Systems Lab (RSL), 779 East Chapman Road, Oviedo, FL 32765, to provide conference registration services for the European Conference on Object-Oriented Programming (ECOOP or Client), during the calendar years 2015, 2016, and 2017.

A) SCOPE OF WORK

1. GENERAL REGISTRATION RESPONSIBILITIES

- Design a registration form covering all registration needs of the Conference
- Design and maintain an on-line registration system which will operate continuously through the closing date of the conference.
- Establish the necessary requirements of the registration process (e.g., method of handling telephone and written information requests, e-mailing and/or printing and mailing confirmation letters, structure and timing of reports, etc.)
- Provide on-line reports which are continuously updated, summarizing all financial registration activities, and registrant data. These reports are accessible to conference and ECOOP officers, under password protection.

2. ADVANCE REGISTRATION RESPONSIBILITIES/SERVICES

- Receive registration forms by fax, mail, and the Internet
- Enter all registrant information from the faxed and mailed registration forms
- Accept payments by company or private checks, and deposit those checks directly to the Conference's banking facility on a regular basis
- Process credit card charges using ECOOP's merchant facility, if available, and existing VeriSign gateway or Authorize.net
- Process credit card charges for co-located events not affiliated with ECOOP using RSL's merchant facility and existing Authorize.net gateway (see Section C below.)
- Invoice purchase order payments as necessary (for those conferences accepting purchase orders in lieu of immediate payment.)
- E-mail acknowledgement of the initial registration request
- Mail confirmation letters for registrants without e-mail
- Provide continuously updated on-line attributed registrant lists, so that Conference management can download the lists into a spreadsheet or local database for purposes such as direct e-mailing to the registrants for any particular tutorial or workshop
- Design and print namebadges, and event tickets as appropriate.

3. ON-SITE REGISTRATION RESPONSIBILITIES/SERVICES

- Coordinate all arrangements for registration stations as appropriate
- Coordinate registration personnel requirements as required by the Conference, including volunteers
- Train all registration staff as necessary
- Establish the on-site registration and reconciliation procedures including procedures for opening and closing out the registration operation daily
- Staff the registration area appropriately during agreed upon times throughout the Conference
- Process all categories of registrations including payments
- Print badges and event tickets as appropriate
- Print current registration reports on-site as requested



4. POST CONFERENCE RESPONSIBILITIES/SERVICES

- Review and proof-read registration database to insure accuracy and completeness of information
- Perform final reconciliation of financial records with registration detail reports
- Provide one-time invoicing of returned checks, declined credit, or unpaid accounts
- Provide any custom reports and statistics
- Provide agreed upon lists of registrants
- Provide a final registration report

B) MANAGEMENT FEES

1. ADVANCE REGISTRATION:

RSL's management fee of \$4000 is all inclusive for up to 300 registrants, and covers all registration services listed in Section A, Scope of Work. Registration in excess of 300 will be billed an additional \$9.50 per registrant. A registrant is a person who submits one or more registration forms by fax, mail, or on-line, either during advance or on-site registration, or for whom a database record is created, regardless of registration category or payment status.

The registration process will begin upon completion and client approval of the online registration system design, approximately 8 to 12 weeks before the Conference starts.

Expenses covered by the management fee include:

- Registration form design in PDF
- Online registration system design and maintenance within 5 to 7 days after finalized registration form in PDF. (Modifications to the online system after initial set-up are billed at \$100 per hour)
- Database design and maintenance of event inventories (Modifications to the database after initial set-up and Client acceptance are billed at \$100 per hour)
- Confirmation letters programming and single-page printing, using RSL's confirmation shells
- Envelopes (window #9) and all supplies for single-page confirmation letters
- Postage for mailing single-page confirmation letters to registrants without email addresses
- Pre-registration data-entry personnel
- Daily online registration payment processing
- Weekly mailed/faxed registration payment processing and reconciliation, starting 8 to 12 weeks before the Conference dates
- Notification of registration problems by fax, phone or email
- Phone, fax, and Internet access expenses until the Conference dates have elapsed
- Design and printing of namebadges, and all special events and meal tickets, using RSL's pre-printed shells in one color plus black
- Badge holders in clear vinyl, top-loading style with elastic cords attached (Other styles available at additional cost)

Expenses not covered by the management fee are direct reimbursables and include:

- Custom design and printing of namebadges and confirmation letters, if required
- Printing cost for any additional materials, if applicable
- Mailing cost for any additional materials, if applicable
- Pre-registration packet stuffing labor, if required
- Ribbons and Nametents costs, and any associated stuffing labor, if required
- Printing of Attendee List for distribution to Attendees, if required
- Temporary on-site registration personnel, if required
- Staging of the registration area for on-site operations
- Security for the registration area for on-site operations, if applicable
- Freight to/from Conference



2. ON-SITE REGISTRATION:

The on-site registration management fee is \$250 per day, plus travels and accommodations for up to 2 RSL staff for the duration of the Conference, according to the client's needs. This includes:

- On-site equipment including all computer and printer needs
- On-site registration forms and all related supplies
- Training of additional registration personnel or volunteers, as needed
- Printing of namebadges, receipts, and special event tickets for onsite attendees
- Producing unaudited reports for function guarantees as needed
- Producing special lists of registrants and events as needed-

3. INTERNET SERVICE:

ECOOP will provide a wired Internet service at the registration desk via Ethernet. If wired service is not available, a wireless service, provided by the local facility, may be used as a last resort. However, such a shared wireless service is much less desirable for registration operations than a direct Ethernet connection. Conference attendees often overload the shared wireless system. The resulting difficulties in processing credit card charges, and registration delays, are frustrating for conference attendees.

C) OTHER COSTS

FEES FOR CREDIT CARD PROCESSING.

1. If the Conference has its own merchant account, then RSL will charge the following fees which are charged to us by Authorize.net, our credit card gateway. RSL takes no markup on these fees:

- \$300 for setting up our credit card gateway (Authorize.net), plus
- \$20 a month for the interval during which registration is underway, plus
- 10 cents per credit card transaction.

In this case, the discount rate on credit card transactions is whatever the Conference's merchant bank charges. Please also note that in some cases the \$300 set-up fee for the credit card gateway may be waived for previous RSL clients. The fees above are NOT applicable for clients with existing payment gateways that will work within our registration system's framework, ie. Authorize.net or VeriSign.

2. If RSL's credit card facility is used, rates and procedures for processing are as follows:

- a). CURRENCY. The RSL credit card system charges in U.S. dollars.
- b). ADVANCE FUNDS. If RSL's credit card facility is used and collected funds are to be issued to the conference organizers before the conference takes place, certain financial guarantees are necessary to protect RSL and the credit card company in the case of any event (e. g. terrorism or natural disaster) that causes cancellation of the conference, prompting registrants to expect full refunds. Some organization or individual(s) with sufficient financial resources to reimburse such advances (in case of conference cancellation) must be identified.

A separate memorandum of commitment will be created between RSL and these guarantors, prior to RSL's advancing funds.

c). The following discount rates will apply:

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|------------------|--|
| American Express | 3.55% |
| VISA/MasterCard | 3.25% (Personal and Domestic cards) |
| VISA/MasterCard | 1.50% (Surcharge for International, Government, and Corp. cards) |



- d). RSL charges a processing fee of \$1.75 per credit card transaction.
- e). Subject to item (b) above, credit cards payments are deposited into the conference account once per month by the 25th of each month to include all transactions of the previous month. This schedule coincides with the monthly statements used to verify the actual deposits processed by our merchant service provider. The basic discount rates are reported on each transaction. The unqualified surcharge is reported by RSL's merchant account provider in RSL's monthly summary as a lump sum and will be deducted from collected funds on a monthly basis. Deposits are made in the form of an RSL check or direct wire transfer for the amount collected from each weekly batch report, minus the basic discount rates and transaction fees.
- f). Credit card refunds (called "Returns") are charged the basic discount rates and RSL transaction fees in addition to the fees on the original charge.
- g). RSL will retain a sum equivalent to 5 registrations for 6 months after the conference in case of credit card disputes by registrants who do not recognize a charge on their statements.

No other costs are to be charged to the Conference unless additional services are requested and written assent is received by RSL from a designated conference officer for additional charges.

D) SCHEDULE OF PAYMENTS

1. Advance payment of \$1000 is due upon acceptance of the online registration system and the beginning of registration operations.
2. The balance of the management fee (section B) and any reimbursible expenses is due upon submission of the final invoice, which will be submitted with the final report within 30 days of the Conference's closing. Payment is due within 30 days. Beginning with the 31st day after issuance of the final invoice, a 2% per month late payment charge will be assessed.

E) EVENT CANCELLATION

i. Cancellation by Conference Organizers. Upon written notification of cancellation received no later than 4 weeks before the start of the Conference, a liquidation fee of \$2500, plus any direct reimbursable expenses incurred, will be due to RSL to cover the cost of setting up the registration process and software, and scheduling commitment (loss of other business opportunities). Event cancellation within 4 weeks of the Conference will be billed the full basic management fee (section B).

ii. Cancellation by Registration Systems Lab. Once RSL has committed to a conference, no conflicting event will be scheduled, if such event would impact the subject conference. If a serious and disruptive event such as the illness or death of a key employee or family member should make it impossible for RSL to carry out its commitments, RSL will immediately notify the conference organizers, refund any advances, and provide data to be used by the Conference to manage registration. Any registration fees charged on RSL's credit card system prior to shut-down will be delivered to the conference in accordance with section C.2.e above.

F) LIABILITY AND BONDING

RSL accepts responsibility for the total amount of Conference assets in its possession at any time. A performance bond is maintained in force to protect against theft or fraud by RSL employees. RSL accepts no liability for direct or consequential damages due to the failure to perform by any credit card processing company or Internet service provider, or for any breach of security due to criminal assault on the secure server for on-line registration services.



G) INDEMNIFICATION AND INSURANCE

To the fullest extent permitted by law, RSL shall defend, indemnify and hold harmless ECOOP from any and all Expenses resulting from or arising out of any negligence or misconduct on RSL’s part (or any persons employed or hired by RSL) and from any breach of this Agreement by RSL. RSL shall ensure that its representatives and agents take all actions necessary to comply with the terms and conditions set forth in this Agreement and shall name ECOOP as an additional insured on all related workers compensation, general liability, and other insurance policies it possesses.

Equally, ECOOP shall defend, indemnify and hold harmless RSL from any and all Expenses resulting from or arising out of any negligence or misconduct on ECOOP’s part (or any persons employed or hired by ECOOP) and from any breach of this Agreement by ECOOP. ECOOP shall ensure that its representatives and agents take all actions necessary to comply with the terms and conditions set forth in this Agreement.

H) NON-TERMINATION

This Agreement binds ECOOP and RSL. ECOOP has the right to terminate this Agreement for cause, but not for the sole purpose of holding the Conference without utilizing RSL’s services or for utilizing another registration firm. The parties agree that RSL shall act as ECOOP’s exclusive representative for purposes of providing the registration services described in this Agreement. “For cause” shall be defined as RSL’s failure to perform the Services and/or RSL’s failure to perform the services to ECOOP’s satisfaction within a reasonable time after written notice from ECOOP and a reasonable opportunity to cure, if curable. The performance of this Agreement by either party is subject to acts of God, war, government regulation, disaster, strikes, civil disorder, curtailment of transportation or other emergency rendering it illegal or impossible to provide facilities or services or to hold the Conference. It is provided that either party may terminate this Agreement for any one or more of such reasons upon ten days written notice to the other party, without penalty.

I) CONFLICT/RESOLUTION

The parties agree that any dispute arising of this Agreement shall be settled by arbitration in Orlando, Florida, USA in accordance with the American Arbitration Association Commercial Arbitration Rules then in effect. Arbitration will be conducted by one mutually agreed upon arbitrator from a panel provided by the American Arbitration Association in Orlando, Florida, USA. Judgment upon the award of the arbitrator may be entered in any court of competent jurisdiction to restrain any breach by the other party of its obligations hereunder. Both parties will make every effort to reconcile their differences before demanding arbitration.

J) ACCEPTANCE

This agreement in its entirety provides the performance description of a contract. The undersigned parties confirm that they have authority to enter into this Agreement and hereby agree to the terms set forth above.

For RSL:



Signed by: Carole Mann

Title: President

Date: September 13, 2014

For ECOOP:

Signed by:

Title:

Date: