



IPv6 Summit, Inc.
Conference Sponsorship
Terms and Conditions

IPv6 Summit, Inc., a wholly owned subsidiary of Innofone.com, Inc. organized under the laws of the State of Nevada, and its successors and assigns, are hereinafter collectively referred to as "IPv6 Summit."

The party granted certain rights under this Exhibitor Contract is herein referred to as the "Corporate Sponsor" or the "Exhibitor." "Exhibit Space" refers to the space contracted for under these Terms and Conditions.

These Terms and Conditions are herein referred to as the "Agreement." By using, or agreeing to use, the Exhibitor agrees to be bound by these Terms and Conditions.

CANCELLATION POLICY

Because of the limited number of sponsorships available and the extensive pre-event promotional campaign for each conference (including exhibitor names/logos), once an invoice has been issued by IPv6 Summit to Exhibitor, IPv6 Summit commits that space to that supplier and as a result there will be NO REFUNDS for any deposits and/or payments received.

Upon receipt of the authorized signer's Sponsorship Agreement, an invoice is generated pursuant to same. Full payment must be made in one installment within thirty (30) days of execution of the Agreement. An invoice is considered a just and payable debt.

EXHIBIT SPACE

The Exhibit Space is to be used solely by the Exhibitor and it is agreed that the Exhibitor will not sublet or assign any portion of same. IPv6 Summit reserves the right to cancel this contract and regain the immediate possession of any space in the event if the Exhibitor shall fail to pay the agreed sum on or before thirty days prior to the date of the agreed conference. In the event the Exhibitor violates any rules or regulations of Show Management, IPv6 Summit has at all times the right to regain the immediate possession of any space. IPv6 Summit is required to provide any cancellation notices in writing.

EXHIBITOR'S RESPONSIBILITY

Exhibitor booths must be staffed at all times during the designated exhibit floor hours. The Exhibitor and affiliated agents or employees, may not enter another exhibitor's booth space without the latter exhibitor's permission. Exhibitors shall abide by and observe all laws, rules and regulations of the federal, state, and city governments, as well as the trade show facility. All decorations and electrical wiring and fixtures must comply with local fire laws; state and local fire regulations must be followed.

INSURANCE

IPv6 Summit does not maintain insurance covering exhibitor property. It is the sole responsibility of the Exhibitor to obtain the appropriate amount and type of insurance to cover their property, agents or employees, from theft, damage by fire, accident, or any other cause. Show Management will not be responsible for any injury that may occur at exhibits or to an exhibitor's employees, or for the loss of or damage to, any material from any cause whatsoever.

SECURITY & LIABILITY

Reasonable precaution against damages or loss by fire, water, theft and other emergencies will be taken, including 24-hour security, but Show Management does not guarantee, nor insure the Exhibitor against loss by reason thereof. In case the premises to be used by the exhibit shall be destroyed by fire or elements, or by any other cause, or in case of any other circumstances that shall make it impossible for Show Management to permit the said premises to be occupied by said Exhibitor for use, then and thereupon this Agreement shall terminate and the said Exhibitor shall and hereby does waive any claim for damages or compensation. It is agreed that IPv6 Summit reserves the right to retain such part of the payments made by exhibitors for booth space as would be necessary to cover all expenses incurred by IPv6 Summit incidental to the opening of the Trade Show, up to the time of cancellation.



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All conditions and warranties including but not limited to warranties of merchantability which may apply by statute or otherwise by general law to IPv6's duties hereunder and to its provision of the exhibit space are hereby waived by Exhibitor and excluded to the maximum extent permissible in law.

No claim may be raised or asserted by the Exhibitor against IPv6 Summit under or in connection with this Agreement unless the Exhibitor has notified IPv6 Summit in writing of such claim no more than two (2) years after the Exhibitor becomes aware, or should reasonably have become aware, of the matter giving rise to such claim.

INDEMNIFICATION

The Exhibitor agrees to defend, indemnify, and hold harmless IPv6 Summit, its officers, shareholders, directors, employees, subsidiaries, consultants, contractors, IPv6 Summits, parents, agents, or affiliates, from and against any and all claims, actions or demands including without limitation, legal and accounting fees, brought by third parties and arising from or related to this Agreement. IPv6 Summit shall provide notice to the Exhibitor promptly of any such claim, suit, or proceeding and shall assist the Exhibitor, at the Exhibitor's expense, in defending any such claim, suit or proceeding. The Exhibitor further agrees to take all necessary precautions to prevent injury to any persons (including employees of IPv6 Summit) or damage to property (including the Exhibit Space) during the term of this Agreement and shall indemnify and hold harmless IPv6 Summit and its officers, agents, directors, and employees against any claim, loss, judgment, expense (including reasonable attorneys' and expert witnesses' fees and costs) and injury to person or property (including death) resulting in any way from any act, omission or negligence on the part of the Exhibitor in the performance or failure to perform the scope of work under this Agreement, excepting only those losses which are due solely and directly to IPv6 Summit negligence. Should IPv6 Summit permit the Exhibitor to use any of IPv6 Summit's equipment, tools or facilities during the term of this Agreement, such permission will be gratuitous and the Exhibitor shall indemnify and hold harmless IPv6 Summit and its officers, agents, directors, and employees from and against any claim, loss, judgment, expense (including reasonable attorneys' and expert witnesses' fees and costs) and injury to person or property (including death) arising out of the use of any such equipment, tools, or facilities, excepting only those losses which are caused solely by IPv6 Summit or directly related to IPv6 Summit's sole negligence.

RELATIONSHIP OF THE PARTIES

The parties hereto expressly understand and agree that each party is an independent contractor in the performance of each and every part of this Agreement, and is solely responsible for all of its employees and agents and its labor costs and expenses arising in connection therewith. Neither party nor its agents or employees are the representatives of the other party for any purpose and neither party has the power or authority as agent, employee or any other capacity to represent, act for, bind or otherwise create or assume any obligation on behalf of the other party for any purpose whatsoever.

FORCE MAJEURE

IPv6 Summit shall not be deemed to be in breach of these terms and conditions, or otherwise be liable to the Exhibitor, by reason of any delay in performance, or non-performance, of any of its obligations hereunder to the extent that such delay or non-performance is due to any circumstances beyond IPv6 Summit's reasonable control including, without limitation, acts of God, strikes, lock-outs, or other industrial disputes (including, without limitation, a strike, lock-out, or other industrial dispute which IPv6 Summit suffers), war, riot, fire, flood, or any other disaster (a circumstance of "Force Majeure"), and the time for performance of that obligation shall be extended accordingly.

Where the performance of IPv6 Summit's obligations under these terms and conditions is delayed or prevented by Force Majeure, IPv6 Summit shall use all reasonable endeavors to minimize the effect of the Force Majeure on the performance of those obligations.



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REPRESENTATIONS

The parties hereby acknowledge that in entering into these terms and conditions, neither party has relied upon any representation other than those reduced to writing in these terms and conditions. The provisions of this paragraph shall not apply to a fraudulent representation.

RULES & REGULATIONS CHANGES

IPv6 Summit reserves the right to add, change or modify the rules and regulations stated on this Exhibitor Contract as deemed appropriate to improve the Trade Show. All policies and procedures stated herein and as detailed within the Exhibitor Prospectus will be in effect until further notice.

GENERAL PROVISIONS

This Agreement shall be governed by and interpreted under the laws of the State of California without reference to its conflicts of laws rules. Any dispute arising from or related to the Agreement which leads to a proceeding to resolve such dispute will be resolved by binding arbitration pursuant to then current commercial arbitration rules of the American Arbitration Association in the State of California before a sole arbitrator. IPV6 SUMMIT may not assign this Agreement or any rights or obligations hereunder without the prior written consent of IPV6 SUMMIT. Nothing prevents assignment of this Agreement through the disposition of substantially all the assets of either party by way of sale, merger, consolidation, or acquisition. No modification to this Agreement, nor any waiver of any rights, shall be effective unless assented to in writing by the party to be charged and the waiver of any breach or default shall not constitute a waiver of any other right hereunder or any subsequent breach or default. Any required notices hereunder shall be given in writing at the address of each party set forth in the agreement. IPV6 SUMMIT shall maintain at IPV6 SUMMIT's own expense Comprehensive General Liability Insurance that shall provide coverage for liabilities or claims for damages resulting solely from services performed or undertaken by IPV6 SUMMIT hereunder. Paragraph headings herein are for purposes of identification only and are not to be used in interpretation. These Terms and Conditions may be changed only by mutual agreement of the parties in writing.

Corporate Sponsor - Authorized Signer

Date

Printed Name, Title and Company