

EXHIBITOR CONTRACT FOR insideARM.com's EXPO 3.0

THIS CONTRACT is made between insideARM LLC (hereinafter, "IA") and the Exhibitor in whose name the Application is made (hereafter, the "Exhibitor") for lease of certain virtual exhibit space, to be assigned by IA and hosted by Unisfair (hereinafter, "Host") during the EXPO 3.0 virtual event, to take place online on February 16, 2010, <http://events.unisfair.com/rt/insidearm~2010> and scheduled to be archived online for 90 days thereafter at the same web address. (Hereafter, the virtual event shall be referred to as the "EXPO"). This contract shall be in effect upon its acceptance by IA.

IN CONSIDERATION OF the fees paid by Exhibitor for lease of space and the fees paid by IA to Host, the parties agree to the following terms and conditions of this Contract:

Contract for Space: Upon acceptance by IA, this application for exhibit space and full payment for booth costs constitutes a contract for the right to: (i) engage in Host booth customization training to create a virtual booth,(ii) utilize a direct URL to the booth in Exhibitor marketing materials, (iii) have the booth hosted and displayed during the EXPO, and archived online for at least 90 days thereafter, (iv) staff the booth during the live online EXPO and (v) receive reports that are offered with the virtual booth. Full payment is due from Exhibitor with submission of the application and no later than January 21, 2010 to be included in the online EXPO environment and exhibitor list. The Exhibitor authorizes IA to host the customized booth on its online site, and to keep an archived copy of such booth.

Booth Assignments: Assignment of space will be made by IA. IA has the right to alter space assignments in the EXPO.

Exhibitor Staff: The Exhibitor is entitled an unlimited number of EXPO support staff at no charge.

Failure to Customize: If Exhibitor has not populated its assigned booth space (customized with logo, information materials, etc.) by the start of the EXPO such space will be forfeited by Exhibitor and may be deleted from the EXPO, sold, reassigned, or used by IA without refund, rental fees or other consideration.

Staffing of Booth: Exhibits must be staffed by at least one person who is available as needed to chat live with EXPO visitors for the entire eight hour period of the live online event.

Cancellation/refunds: All notifications of cancellation must be made to IA in writing. For cancellation received prior to November 23, 2009, exhibit fees will be refunded, less a \$400 service fee per booth. For cancellation between November 24, 2009 and January 7, 2010, 50% of fees paid will be refunded. No refunds will be given on booth space cancelled after January 7, 2010.

Mailing List: Exhibitors will have access to a report containing the registration information of all EXPO attendees who visited their booth. You are free to contact these individuals. The list, in whole or in part, may not be shared with a third party.

Cancellation by IA: IA shall have no liability or obligation to the Exhibitor for any fees paid or for any damages, loss, or injury if the Exhibit space or online EXPO environment becomes unavailable or its use is diminished by reason of fire, act of God, riot, labor dispute, authority of law, or any other cause beyond the control of IA, including attendee or Exhibitor's lack of a functioning Internet connection, or a broader disruption of Internet service locally, regionally, or worldwide.

Liability: (a) The Exhibitor shall be solely responsible to third parties, including invitees and the public, for all claims, liabilities, actions, costs, damages, and expenses arising out of or relating to the Exhibitor's participation in the EXPO. (b) The Exhibitor shall indemnify and hold harmless IA, and the Host, their officers, directors, members, agents, employees, and sponsoring organizations ("Indemnitees"), from and against any and all actions, suits, proceedings, damages, losses, costs, and expenses asserted, brought or claimed by third parties, arising out of the Exhibitor 's participation in the EXPO. The Exhibitor agrees to pay any and all costs and expenses (including reasonable attorneys' and experts' fees and litigation costs) incurred by Indemnitees, in defending or resolving such claims as may be asserted against them. (c) Exhibitor acknowledges that IA does not maintain insurance covering the Exhibitor, its agents, or its property, and that it is the sole responsibility of the Exhibitor to obtain liability, business interruption, property damage, and other insurance covering such losses or liability by the Exhibitor.

Over-the-counter Sales: All Exhibitors engaging in direct sales must contact the state's tax commission regarding appropriate forms and procedures. IA is not responsible for any sales made or lost. Exhibitor agrees to pay all taxes applicable to any such sales.

Special Regulations: (a) Assignment or subletting of all or any part of booth space by Exhibitor is prohibited. Only materials manufactured or distributed by the Exhibitor in the regular course of business may be displayed by the Exhibitor. Exhibitor will not allow other persons or firms to display products on Exhibitor's booth. (b) IA reserves the right to extend the EXPO archive period beyond 90 days.

Good Taste: IA reserves the right to reject, control, or remove Exhibitors that, in the opinion of IA, display exhibits that are objectionable or detract from the dignity of the EXPO.

Binding Effect: This Contract shall be binding upon the Exhibitor and IA, as well as their successors, and assigns. If the Exhibitor fails to comply with the terms of this Contract, IA shall have the right to exclude the Exhibitor from the EXPO, without refund and/or to refuse it admission to future events, in addition to its other rights at law and in equity.

Patent, Copyright, or Trade Secret: Exhibitor may not use or display in its booth any materials that infringe any third party rights, or violate any rights of privacy, publicity or other rights. If IA receives any notice of violation of any such rights by Exhibitor, IA may delete any alleged infringing materials from the booth displays. The Exhibitor agrees to hold IA, their officers, directors, employees, and agents, harmless from all loss, cost, claims, causes or action, obligations, suits, damages, liability expenses, and costs including attorney's fees arising from our or out of any violation or infringement (or claimed violation or infringement) by Exhibitor, Exhibitor's agents or employees of any patent, copyright, trademark, trade secret rights or any other third party rights or privileges.

AGREEMENT. The individual below, signing as or on behalf of the Exhibitor has read, understood, and agreed to each of the terms and conditions set forth in this contract. If the Exhibitor is an entity, the individual below represents that he or she has full authority to execute this contract on behalf of Exhibitor.

Exhibitor:

Company Name

Signature

Print Name

Date