RULES & REGULATIONS

1. SHOW MANAGEMENT
The words "Show Management" as used herein shall mean TMC. The enforcement and interpretation of the following rules and regulations is the responsibility of TMC.

2. ELIGIBLE EXHIBITORS
All firms that regularly manufacture or sell products or services designed for the internet telephony industry are eligible to exhibit, subject to space availability and show rules and regulations.

3. DISTRIBUTION & SOLICITATION RESTRICTIONS
TMC does not allow distribution of materials and/or solicitation by exhibitors or attendees except with in the confines of your booth space. Also not allowed are booth sales, advertising sales or solicitation for any competitive trade show, conference, magazine or newspaper, or any other promotional solicitation not expressly approved by TMC. Violators may be removed from the show floor at the discretion of TMC.

4. SERVICES
In the best interest of the exhibitors, TMC has appointed an official service contractor, for such services as material handling and shipping, furniture, booth rental and I&D, audio visual, skilled labor, and other services. *If exhibitor desires to use other than said contractor, permission must be obtained in writing from TMC 30 days prior to the show. Proof of liability insurance is required by all contractors*. Exhibitors must abide by the policies of the appointed service contractors.

5. TYPES OF EXHIBITS
Show Management has approved the following types of exhibits. Any deviation must be submitted for approval. Approval may be denied in the sole discretion of the operations manager or Show Management.

Standard In-Line Booth -Background and end sections, including signs, must not exceed 8' in height. Do not extend end sections out from the back line more than 4' at maximum 8' height limit or higher than 36" the remainder of the distance to the aisle.

20 x 20 Island Booth: 12' height restriction and 16' with hanging signage
10 x 20 Linear Booth: 8' back wall with 3' side rails – no hanging signage
10 x 10 Linear Booth: 8' back wall with 3' side rails – no hanging signage

The above descriptions depict almost any situation. If your exhibit plans are not defined by these examples, contact Natasha Barbera at nbarbera@tmcnet.com for clarification. Show Management will not approve unsafe exhibit construction or any structure that encroaches upon the aisles, other exhibit areas or obstructs the visibility of other exhibitors. All booth dividers must be finished on both sides unless neighboring exhibitor agrees to decorate the area exposed. PLEASE BE SURE TO MAKE THESE FACTS KNOWN TO YOUR DECORATOR OR DISPLAY BUILDER.

NOTE: *Where an exhibitor's display is built beyond the limitations or restrictions as set forth in this contract, Show Management reserves the right to correct such display violations by having the exhibitor alter, remove, or rearrange any or all of the display so that it will comply with regulations. If the exhibitor is not available to make corrections, or fails to do so for any reason, then he agrees as a part of this contract that Show Management may, but need not, make any and all necessary corrections it deems appropriate at the exhibitor's expense.*

Standard Booth Continued—

Cubic-Content Rule

All display fixtures which are over 4' in height must be confined to the area of the booth that is at least 5' from the aisle line, to provide all exhibitors with a reasonable sightline from the aisle.

6. INSTALLATION-SHOWING-DISMANTLING

Dates and hours for installation, showing and dismantling will be as specified in this Exhibitor Service Kit. Show Management reserves the right to alter the show hours in any manner whatsoever; if in its sole discretion such alteration is in the best interest of the show. Any booth with a crated display remaining unattended two hours prior to the opening of the show will be erected or placed in storage at the discretion of Show Management unless otherwise agreed upon beforehand. All charges for labor, etc., will be applied to the exhibitor of record. No exhibitor will be permitted to commence dismantling any portion of the exhibit, to commence packing, or to abandon his display prior to official show closing. Failure to comply with this stipulation of the contract can result in the exhibitor being barred from future participation in TMC events. All storage and handling charges for failure to remove exhibit material from the exhibit floor at the conclusion of the move-out period are the responsibility of the exhibitor. Exhibitors requesting the scrapping of any exhibit material, crates, etc., will pay for any expenses involved thereby.

7. LIABILITY AND INSURANCE

Neither TMC nor any of their officers, directors, agents or employees, nor the owners, employees or representatives of the Ft. Lauderdale Broward County Convention Center will be responsible for any injury, loss or damage that may occur to the exhibitor or to the exhibitor's employees or property prior, during or subsequent to the period covered by the exhibit contract. The exhibitor, on signing the exhibitor contract, expressly releases the foregoing individuals and firms from liability, and agrees to indemnify same against any and all claims for such loss, damage, or injury. Exhibitors desiring to carry insurance on their exhibits will place it at their own expense. Exhibitors desiring special security precautions should arrange for private guard service, if desired, or should make arrangements to have locked facilities for the storage of display materials or products.

SUMMARY OF CERTIFICATE OF LIABILITY INSURANCE PROVIDED BY YOU

See Insurance section for complete details!!

- Exhibitors will carry worker's compensation (as required by state law), commercial general liability including products and completed operations, independent contractors, personal injury and blanket contractual liability insurance of at least $100,000 per occurrence, $500,000 aggregate.

- TMC and IMS EXPO, Ft. Lauderdale Broward County Convention Center are to be named as additional insured with respect to business operations performed while participating at the show.

- Certificates are **due by January 9, 2007** and must carry a 30-day notice of cancellation provision.

8. NOISE AND OFFENSIVE ODORS

Exhibitors will take every reasonable precaution to minimize the noise of operating exhibits. Each exhibit will be operated in a dignified manner so as not to constitute an annoyance to adjoining exhibitors. Show Management shall have the sole authority in enforcing this regulation.

9. DAMAGE TO PROPERTY

Exhibitors are liable for any damage caused to building floors, walls, columns, or to standard booth equipment or to other exhibitors' property. Exhibitors may not apply paint, lacquer, adhesive or any other coating to building columns and floors, or to standard booth equipment. Exhibitors may not affix ANYTHING to walls or air walls.

10. REJECTION

The exhibitor agrees that his exhibit shall be admitted and shall remain from day to day solely in strict compliance with the rules and regulations herein laid down. Show Management reserves the right to reject, eject or prohibit any exhibit in whole or in part, or any exhibitor, or his representatives, with or without giving cause. If cause is not given, liability shall be limited to the return to the exhibitor of the amount of rental unearned at the time of ejection. If any exhibit or exhibitor is ejected for violation of these rules and regulations, or for any other stated reason, no return of rental shall be made.

11. UNOCCUPIED SPACE

Show Management reserves the right, should any exhibitors' rented space remain unoccupied on the opening day, or should the right to occupy any space be forfeited due to failure to make payment in full by specified date in contract or space rental invoice, to rent said space to any other exhibitor or use said space for such purposes as it may see fit without any liability on its part, but this clause shall not be construed as affecting the obligation of the exhibitor to pay the full amount specified in his space rental invoice and for carpeting amount from general contractor.

12. FIRE, SAFETY AND HEALTH

The exhibitor agrees to accept full responsibility for compliance with local, city and state fire, safety and health ordinances regarding the installation and operation of equipment or otherwise relating to the exhibitor or its booth. All exhibit materials and equipment must further be reasonably located within the booth and protected by safety guards and devices where necessary to prevent personal accident to spectators or to other exhibitors. Only fireproof materials can be used in displays and the necessary fire precautions will be a responsibility of the exhibitor.

13. SIGNS/BANNERS

Show Management reserves the right to limit the size, height, and type of signs that may be placed in the exhibits. Electric and/or flashing signs are not permitted, unless approved by Show Management in advance in writing. Hanging banners are only permitted in 20 x 20 booth space or larger. For smaller booth sizes, hanging signs are not permitted at this event. No sign may extend above the 8' height limit without prior approval. Please contact Natasha Barbera at 203-852-6800 ext. 225 or nbarbera@tmcnet.com.

14. REGISTRATION AND ADMISSION

Admission to the show for Exhibitor Personnel will be by badge obtained upon registration, entitling the individual to unlimited attendance during designated hours. The badge is not transferable. Show Management shall have sole control of admission policies at all times. If for any reason an exhibitor or his representative desire to enter the exhibit area in advance of the prescribed times, or after closing hours, a request specifying the reason and giving all names of persons who will enter the exhibit area shall be presented to Show Management for approval.

15. ALCOHOLIC BEVERAGES

The serving of alcoholic beverages by exhibitors in the exhibit area is prohibited without written approval from Show Management.

16. FAILURE TO HOLD SHOW

Should any contingency prevent holding of the show, Show Management may retain such part of exhibitor's rental as shall be required to recompense it for expenses incurred up to the time such contingency should have occurred. The exhibitor waives all claims for damages or recovery of payments made except the return of the prorated amount paid for exhibit space fewer expenses incurred by the Show Management.

17. EXHIBITOR RESPONSIBILITY

Exhibitor agrees to indemnify Show Management against and hold it harmless from any claims arising out of the negligent acts of omissions or any act of exhibitor, his agents or employees or invitees. Such exhibitor must keep exhibit intact and manned during all show hours.

18. FLOOR LOAD

Under no circumstances may the weight of any equipment or exhibit material of any exhibitor exceed the show site maximum floor load. Exhibitors accept full and sole responsibility for any injury, damage or accident to property or person, resulting from their failure, knowingly or otherwise, to distribute the load of their exhibit material in conformity with the maximum floor load specifications.

19. SUBLEASING

Exhibitors may not sublease, reassign or apportion a whole or any part of the space assigned, or assigns his rental contract without the prior written consent of Show Management, which consent may be conditioned upon the payment of such fees as Show Management determines.

20. RELOCATION OF EXHIBITS
Show Management reserves the right to alter locations of exhibits as shown on the official floor plan, if deemed advisable in the sole discretion of Show Management, in the best interests of the show.

21. SOLICITATION IN THE EXHIBIT HALL
The aisles and other spaces in the exhibit hall not leased to exhibitors shall be under the control of Show Management. All displays, interviews, conferences, distribution of literature, lectures and the transactions of business of any nature shall be made inside the space contracted. Standing in the aisles or in front of exhibit booths of other exhibitors, or the intercepting of those in attendance for advertising purposes is strictly prohibited. Persons connected with non-exhibiting concerns are prohibited from any dealing, exhibiting or soliciting within the exhibit hall. Exhibitors are urged to report immediately violations of this rule to the operations manager.

22. SPACE RESTRICTIONS
Exhibits must be confined to the exact space allocated. Circulars, publications, advertising matter and all kinds of promotional giveaways may be distributed only within booth spaces. Nothing can 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.

23. AMENDMENTS
All matters not specifically covered by these rules and regulations are subject to the decision of Show Management. Show Management may amend these rules and regulations at any time and all amendments so made shall be binding on exhibitors equally with the original rules and regulations.

24. PROJECTION OF PICTURES
Showings of projected pictures (motion picture, slides, transparencies, opaque materials, etc.) will only be permitted within the confines of the exhibitor's booth.

25. HOSPITALITY ROOMS
Only approved exhibitors are authorized to rent hospitality suites and suite hours shall not conflict with show functions.

26. LIABILITY OF TMC
In no event shall TMC, any of its officers, directors, agents or employees be liable to an exhibitor for any amount in excess of the booth rental fee actually paid by the exhibitor for this show, or for any indirect, incidental, consequential or other damages (including, but not limited to, claims for lost profits) arising out of or relating to the show, the rental of booth space, any breach of contract, or any other act or omission.

27. SPACE ASSIGNMENT
All space will be assigned on a first-come, first-served basis at the discretion of Show Management.

28. BALLOONS
No helium balloons are permitted.

29. LIVE ANIMALS
No live animals are permitted on the exhibit floor.

30. NO ONE UNDER 18 PERMITTED ON THE EXHIBIT FLOOR OR IN CONFERENCE SESSIONS AT ANY TIME

31. CARPETING
Your booth MUST be carpeted. Carpeting is not provided as part of the booth package.