



James L Knight Center Exhibitor Internet Order Form



Fax completed form to 775-252-9544 or email to john.clayton@swisscom.com

** Please note, this property features a wireless network and wireless internet may be purchased onsite via the online web interface at the rate of \$200 per connection per day. **

<u>Contact and Event Information</u>		
Company Name:		Event Name:
Street Address:		Booth Number (s):
City:	State/Province:	Event Dates:
Zip/Postal:	Country:	Setup Date:
Ordering Contact Name:		Setup Time:
Ordering Contact Email:		Teardown Date:
Ordering Contact Phone:		Teardown Time:
Onsite Contact Name:		Notes/Special Instructions:
Onsite Contact Cell Phone:		
Onsite Contact Email:		

<u>Internet Services</u>					
High Speed Internet Access (per booth)	Advance Rate (must be ordered at least 30 days before the event)	Standard Rate	Total		
One Wired Internet Connection	\$750	\$850			
One Wireless Internet Connection	\$600	\$750			
<u>Additional Connections and Services</u>					
	Qty	X	Advance Rate	Standard Rate	Total
Additional Wired Connection(s)		X	\$100	\$125	
Additional Wireless Connection(s)		X	\$100	\$125	
Public Static IP Address(s)		X	\$25	\$50	
<u>Grand Total</u>					

Orders that are received 30 days prior to setup date qualify for the Advance Rate.

Additional connections are charged as a one time fee and the client is responsible to pay for each device connected to the network.

The network cables and equipment installed within the exhibitor booth are the responsibility of the client. Fees may be assessed for lost, damaged or missing cables and or equipment.

Onsite orders may be subject to a service expedite fee of \$180.00.

Authorized Signature: _____ Date: _____



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<u>Payment Authorization</u>		
Total Charge		
Credit Card Type: <input type="checkbox"/> Amex <input type="checkbox"/> Visa <input type="checkbox"/> MasterCard		
Account #:		Exp Date:
Billing Street Address:	City:	
State/Province:	Zip/Postal Code:	Country:
Name on Credit Card:	Billing Phone Number:	
<i>Authorized Signature:</i> _____ <i>Date:</i> _____		

Please submit the completed and signed form to John Clayton by fax to 1-775-252-9544 or email a digital copy to john.clayton@swisscom.com.

Instructions and Additional Information

For best results, fill out the form completely by providing onsite contact information and as much information as possible. Please including drop locations in the notes section for wired connections.

Credit card charges are posted by the property and they will appear on your monthly statement in the property's name.

For technical support, please contact the account manager listed on this form or the 24hr help desk at 888-703-2673.

Additional services not covered on this form are available such as; VLAN(s), video conferencing, Wi-Fi Hotspots, Webcasting, custom splash pages and many more. Please contact the account manager listed at the bottom of the page for more information.

Swisscom prohibits the use of client provided wired or wireless hubs, switches and routers to share internet access. Additional fees may be assessed for each unauthorized device connected to the network.



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Terms and Conditions

1. Services. Swisscom's network management services (the "Services") may include connection to the Internet. In order to provide Internet connectivity, Swisscom shall: (a) manage all data circuits; (b) ban all unauthorized wireless access points and signals – otherwise known as Rogue APs; (c) provide on-site technical assistance, as needed and in the reasonable discretion of the parties; and (d) provide a twenty-four (24)-hour telephone support and monitoring of the network and all network equipment from its network operations center - NOC.

2. Policies Incorporated by Reference. Swisscom's Privacy Policy and Acceptable Use Policy, as such may be amended from time to time, each of which is posted on Swisscom's Web site at www.Swisscom.com/Hospitality, are hereby incorporated by this reference as if fully set forth herein, and Customer shall be bound by the terms thereof.

3. Configuration by Swisscom. In the event that Swisscom configures any of Customer's hardware and/or software so that the Customer may use the Services, such configuration shall be undertaken with reasonable care and in keeping with standard industry practices. Under no circumstances shall Swisscom be liable to Customer for any damage caused by such configuration, and Swisscom makes no representation or warranty that any such configured hardware or software shall be in fact be compatible with the Services or returned to its original condition or configuration at any time. Any re-configuration of Customer's hardware and/or software shall be undertaken by Customer at its sole risk and expense.

4. Limitation of Security. Customer acknowledges that messages sent over the Internet are not guaranteed to be completely secure, and Customer shall not hold Swisscom responsible for any damages caused by any delay, loss, diversion, alteration or corruption of any messages or data which are sent or received through or by means of the Services. Communications over the Internet may be subject to interruption, transmission blackout, delayed transmission due to Internet traffic or incorrect data transmission due to the public nature of the Internet or otherwise, and Swisscom shall not be liable for any loss or damage resulting therefrom. All activities conducted in connection with Customer's use of the Services are at Customer's own risk. Swisscom does not warrant the security of any information Customer may forward or be requested to provide to any third parties.

5. No Warranties. Customer acknowledges that it is technically impracticable to provide Services free of faults, and Swisscom does not undertake to do so. Swisscom hereby warrants that it shall perform the Services in accordance with the terms hereof. SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS AND ALL OTHER WARRANTIES ARE HEREBY EXPLICITLY DISCLAIMED, INCLUDING WITHOUT LIMITATION, ANY AND ALL WARRANTIES OF MERCHANTABILITY AND/OR WARRANTIES OF FITNESS FOR ANY PARTICULAR PURPOSE. Without limiting the foregoing, it is agreed and understood that while Swisscom is obligated to facilitate connectivity to the Internet as a part of the provision of the Services, Swisscom makes no representation whatsoever as to the functionality of the Internet itself. Customer acknowledges that ultimate connectivity to the Internet depends in substantial part on the capacity of hardware, software and other means and devices which are beyond the ability of Swisscom to control or manage.

6. Limitation of Liability. Neither Swisscom nor its affiliates shall be liable to Customer or any third party on account of any claim; loss; lost revenues or profits; consequential, indirect, incidental or punitive damages; costs; court costs and attorneys' fees; expense or liability suffered, incurred or sustained by Customer from any cause arising from or relating to this Agreement, including, without limitation, damages claimed as a result of any temporary or permanent failure of availability or performance of the Services, unless such claim, loss, damage, cost, expense or liability stems from the willful breach or gross negligence of Swisscom relating to its obligations under this Agreement. Swisscom's entire liability for any claim, loss, damage or expense from any cause arising out of or related to this Agreement, whether based on contract, tort, warranty or on any other legal or equitable ground shall be limited solely to money damages and shall in no event exceed sums actually paid for the Services provided pursuant to this Agreement.

7. Indemnification. Customer shall indemnify and hold harmless Swisscom, the owner and manager of the property where the Services are provided, as well as each such party's officers, directors, employees, agents and assigns, from and against any claims which may result from damages caused to Customer and/or any third parties by virtue of Customer's use of the Services and any failure thereof and all loss, cost, damage, expense or liability, including, without limitation, court costs and attorneys' fees, arising out of, in whole or in part, directly or indirectly, intentional violations of any applicable law or governmental regulation by Customer. Further, Customer acknowledges that Swisscom has no control over the content of information transmitted by Customer or its users and that Swisscom does not examine the use to which Customer or its users put the Services or the nature of the information Customer or its users send or receive. Customer shall indemnify and hold Swisscom, its stockholders, officers, directors, employees and agents harmless from any and all loss, cost, damage, expense or liability relating to or arising out of the transmission, reception, and/or content of information of whatever nature transmitted or received by Customer or its users.

8. Service Interruptions, Modifications, and Instructions. Customer agrees that Swisscom may, as required in its sole discretion: (a) temporarily suspend the Services for the purpose of repair, replacement, maintenance or improvement of any of Swisscom's equipment, software or telecommunication services; (b) vary the technical specification of the Services for any reason; or (c) give instructions about the use of the Services resulting from any applicable law, rule, or regulation. Such instructions shall be deemed to form part of this Agreement.

9. Dispute Resolution. In the event that this Agreement and/or the Services become the subject of a dispute between the parties, such dispute shall be resolved between the parties exclusively through arbitration, in accordance with this Section 9 and the commercial dispute resolution procedures of the American Arbitration Association. Each party shall select one person to act as an arbitrator, and a third arbitrator shall be chosen by the first two arbitrators (such three arbitrators, the "Panel"). The judgment on the award rendered by the Panel may be entered in any court having competent jurisdiction and shall be final, non-appealable and conclusive and binding upon the parties. The arbitration shall be held in Washington, D.C. Each party shall bear its own expenses incurred in any such arbitration. The arbitrator shall not be empowered to award costs, fees or damages in excess of the limitations imposed herein to either party.

10. Miscellaneous.

A. **Force Majeure.** Swisscom shall not be liable for its failure to perform any of its obligations herein if such failure results from delays, failure to perform, damages, losses or destruction, or malfunction of any equipment or any consequence thereof caused or occasioned by, or due to fire, flood, water, the elements, labor disputes or shortages, utility curtailments, power failures, explosions, civil disturbances, governmental actions, shortages of equipment for supplies, general disruption of the Internet, unavailability of transportation, acts or omissions of third parties, acts of God, or any other cause beyond Swisscom's reasonable control.

B. **No Waiver.** The failure of either party to enforce or insist upon compliance with any of the provisions herein or the waiver thereof, in any instance, shall not be construed as a general waiver or relinquishment of any other provision hereof.

C. **Binding Effect; Amendment.** This Agreement shall be binding upon and enforceable against Customer and anyone using or accessing the Services by or through Customer, as an employee, agent, invitee or otherwise, and Customer shall be responsible for the conduct of such persons. This Agreement may not be amended except by an instrument in writing, executed by the parties.

D. **Notices.** All notices, requests, consents, and other communications hereunder shall be in writing and shall be deemed effectively given and received upon delivery in person, or one business day after delivery by national overnight courier service or by telecopy transmission with acknowledgment of transmission receipt, in each case addressed to the parties to this Agreement.

E. **Merger.** This Agreement supersedes and merges all prior agreements, promises, understandings, statements, representations, warranties, indemnities and covenants and all inducements to the placing and accepting of this Agreement relied upon by either party herein, whether written or oral, and embodies the parties' complete and entire agreement with respect to the subject matter hereof. No statement or agreement, oral or written, made before the execution of this Agreement shall vary or modify the written terms hereof in any way whatsoever.

F. **Third Party Beneficiaries/Parties in Interest.** This Agreement has been made and is made solely for the benefits of parties, and their respective successors and permitted assigns. Nothing herein or in this Agreement is intended to confer any rights/remedies on any third party.

G. **Relationship of the Parties.** Each party hereto shall conduct itself under this Agreement as an independent contractor and not as an agent, partner, joint venture or employee of the other party, and shall not bind or attempt to bind the other party to any contract. Nothing contained herein or in this Agreement shall be deemed to form a partnership or joint venture between the parties.

H. **Severability.** If any term or provision of this Agreement is determined to be illegal, unenforceable, or invalid in whole or in part for any reason, such illegal, unenforceable, or invalid provisions or part(s) thereof shall be stricken therefrom and such provision shall not affect the legality, enforceability, or validity of the remainder of this Agreement. If any provision or part thereof of this Agreement is stricken in accordance with the provisions of this section, then the stricken provision shall be replaced, to the extent possible, with a legal, enforceable, and valid provision that is as similar in tenor to the stricken provision as is legally possible.

I. **Governing Law.** This Agreement shall be governed by the laws of the Commonwealth of Virginia, regardless of its laws regarding conflicts of laws.