



SMART CITY NETWORKS

Terms and Conditions

General Terms

1. **Smart City is the exclusive provider and installer on the Facility property of all Voice, Data and Network services** (wired and wireless) including communications cabling. This includes but is not limited to **all cabling** fiber optic, twisted pair (Category 3, 5 and 6), coaxial and all other data and telecommunications related cabling to meeting rooms, booths, within booths (under carpet and flooring), tents and other locations on the Facility property (inside and outside).
2. The network connection(s) provided by Smart City may be used only by Customer and **cannot be resold or distributed to other companies** or individuals.
3. **Incentive Price** applies when a completed order **with payment** is received no later than the contracted incentive deadline date **14 -day or 21-day** depending on the facility. The incentive deadline date is calculated by the date prior to the first day of show move-in. Incentive pricing can be found in the exhibitor ordering kit provided by the event or venue, when placing an order on our online ordering site during the incentive timeframe, or by calling customer service (702) 943-6087. **Customer is solely responsible for knowing the last day for when orders can be submitted to receive incentive pricing. Base Price** applies to **(a)** all orders received after the **14-day or 21-day** incentive deadline (specific per facility) and before show move-in has started or **(b)** orders received on or before the **14-day or 21-day** Incentive Deadline without payment. **Orders placed onsite or after show move-in has started will be at Base Price plus an additional 20%.**
4. **Conditions for processing service order form for On-time Installation:** **(a)** Full payment for service(s) must be accompanied by one of the following methods: (1) a signed order form (2) a completed web order (3) submission of payment through Smart City's payment portal **(b)** Booth number(s) must be identified on face of order form or submitted when placing a web order (c) Complete Floor Plan itemizing location of service(s) in Customer's booth must be designated on form or Customer provided diagram(s) 5 days prior to the 1st day of move-in to avoid additional charges **(d)** Customer provided / ordered circuits must be installed and working 2 days before show move-in and Customer must provide Smart City with Circuit Number and Provider's name. Without this information Smart City cannot guarantee delivery of the circuit to Customer desired location. Additional charges will apply for extending Customer provided circuit to desired location in the facility. Late orders/changes received after show move-in has started will be installed after all other show orders are completed (additional fees may apply). Incomplete order form forms will delay processing, please provide all information requested.
5. **Shared Internet Services Specific:** Routers, Streaming Applications, VoIP, DHCP, NAT or Proxy Servers are **not allowed with any** of Smart City's **shared Internet / Network services**. This includes, but is not limited to, Premium Internet & Basic Internet.
6. Order Form Rates listed include a single IP address with standard installation to the booth in the most convenient manner. To connect additional devices to the bandwidth product a Smart City assigned IP address or additional device charge must be purchased. Dedicated bandwidth products may require the purchase of additional IP addresses.
7. **Internet Security Disclaimer:** Smart City does not provide security such as, but not limited to, firewalls, etc. for any data circuit(s) it provides. It is the sole responsibility of Customer to provide any necessary security. Customer agrees to hold Smart City; its agents and contractors harmless for any and all liabilities arising from the use of non-secured data circuits.

Smart City has implemented filtering policies on all Internet routers. These filters block all inbound Internet Control Message Protocol (ICMP) -- Ping, Traceroute, etc. -- destined to any Smart City network(s) but does allow ICMP if they are sourced from any Smart City network.

8. **Device Conditions for Connectivity – WARNING –** Smart City requires that all devices directly or indirectly accessing Smart City's network have the latest virus scan software, security updates, system patches, and any other technological precautions necessary to protect Customer and others from viruses, malicious programs and other disruptive applications. Any device(s) which adversely impacts Smart City's network(s) will be disconnected from the network(s) with or without prior notice at Smart City's sole discretion. The device(s) in question will remain disconnected from the network(s) until all issues are adequately resolved. Additional charges may apply for trouble diagnosis and / or problem resolution. No refunds will be issued to Customer as the result of Smart City's actions to disconnect disruptive device(s).



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9. **Use of Network Connection:** (a) Services provided by Smart City are intended to facilitate communications between Customer's authorized users and the entities reachable through the Internet. Users of Smart City services shall use reasonable efforts to promote efficient use of the networks to minimize, and avoid if possible, unnecessary network traffic and interference with the work of other users of the interconnected networks. (b) Users of Smart City services **shall not disrupt** any of the Smart City or other associated networks as a whole or any equipment of system forming part of networks, or any services provided over, or in connection with any of the Smart City or other associated networks. Smart City services shall not be used to transmit any communication where the meaning of the message, or its transmission, distribution, would violate any applicable law or regulation or would likely be highly offensive to the recipient or recipients thereof.
10. **Customer Data.** Customer hereby grants to Smart City a non-exclusive, non-transferable (except in connection with an assignment of the Agreement) license to copy, store, record, transmit, display, view, print, and use Customer Data, solely to the extent necessary to provide the Services to Customer. Except as expressly provided in this Section, Customer grants to Smart City no right, title, interest, or license in the Customer Data, and Customer hereby reserves for itself and its licensors all rights in and to all Customer Data. Notwithstanding the foregoing, Smart City shall be permitted to disclose Customer Data to third parties as and to the extent required by law (including, without limitation, pursuant to a court order or subpoena) or as required to deliver the Services.
11. **Wireless Specific:** (a) Smart City is the exclusive provider of voice, wired and wireless data service(s) for the Facility. **Wireless Devices not authorized by Smart City are strictly prohibited.** If Customer desires to showcase its wireless products, it must contact Smart City 21 days in advance of show move-in to register their device, applicable registration fee will apply. Smart City will investigate the potential of Smart City engineering a customized cohesive network to operate without interference to other Customers, (applicable charges may apply). (b) The use of any wireless device that interferes with the facility's 2.4 / 5 GHz wireless data frequency range is prohibited and subject to disconnection at Customer's expense.
12. Unless otherwise directed, Smart City is authorized to cut floor coverings to permit installation of service.
13. **Internet Performance Disclaimer:** Smart City does not guarantee the performance, routing, or throughput; either expressed or implied, of any data circuit(s) connectivity with regards to the Internet and / or Internet backbone(s) beyond the Facility.
14. Only Smart City personnel are authorized to modify system wiring or cabling. Material and equipment furnished by Smart City for this service order form shall remain the property of Smart City.
15. **CANCELLATION:** There is a minimum \$150 or 10% Cancellation Fee (whichever is higher) plus any applicable taxes and surcharges that may apply. Cancellations must be in writing. Additional cancellation charges will apply for orders that have already incurred labor, material, and / or engineering costs. Canceled services within an order will not incur cancellation charges if other services are ordered from Smart City provided the canceled services have not already incurred any costs. Some broadband services and special circuits cannot be canceled once ordered and will incur full charges listed/quoted. Credit will not be given for service(s) installed and not used.
16. Service problems must be reported to the Smart City Service Desk. Service problems will not be considered unless filed in writing by Customer prior to the close of show.
17. **Any additional cost incurred by SMART CITY to:** (a) assist in trouble diagnosis or problem resolution found not to be the fault of SMART CITY or (b) collect information required to complete the installation that Customer fails to provide (i.e. floor plans or special circuit numbers) may be billed to Customer at the prevailing rate.
18. **Equipment Management:** (a) Customer should pick up rental equipment at the Smart City Service Desk. (b) Customer will be fully responsible for the protection and safekeeping of rental equipment and will be responsible for returning all rental equipment to the Smart City Service Desk within one (1) hour following the close of the show. Retail replacement values will apply to any damaged or unreturned equipment.
19. The prices listed on this order form do not include Federal, State, Local or other Taxes, Tax surcharges or Regulatory Fees. Taxes / Tax surcharges and Regulatory Fees will be included on Customer's final bill.



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20. **NOTE: THE CUSTOMER IS RESPONSIBLE FOR ALL INTERNATIONAL LONG DISTANCE AND OTHER APPLICABLE CHARGES AGAINST ASSIGNED TELEPHONE NUMBER(S).** Additional long-distance deposits for international accounts will apply and will be determined upon request for service.
 21. The number(s) assigned to Customer are for the duration of this event only. Service cannot be moved or transferred outside of the Center and intercept service cannot be provided.
 22. **International Calls and Line Restrictions:** (a) Toll restriction will block all lines except local only or local and "1-800" calling only. All other "1+" or "0+" dialing will be blocked (this includes all long-distance access). (b) All lines will be blocked from "976" and "900" dialing unless otherwise requested. Additional deposits may be applicable. (c) Smart City will provide a detailed listing of all toll / billable type calls made from applicable services.
 23. A per line move fee will apply to relocate the line(s) after it is installed.
 24. Orders placed via an order form must be submitted on a valid order form or pricing will not be honored.
 25. **Smart City is hereby authorized to charge Customer's credit card for any additional amounts incurred as well as any initial charges not otherwise paid.**
 26. Smart City accepts payments in U.S. dollars, checks drawn on a U.S. bank, wire transfers, or the following credit cards: (Amex, MasterCard, Visa). Make all checks payable to: **Smart City**.
 27. Credit Card charges are limited to \$10,000 / order. Orders exceeding \$10,000 must be paid by company check or money order. Checks must reference Facility and Show Name. Please contact Smart City for wire / ACH transfer instructions. Payer is responsible for all service charges. Credit card limits are at the discretion of Smart City.
 28. There will be a \$50 service charge for all returned checks.
 29. Purchase Orders are not accepted as a form of payment but as a convenience can be referenced on Customer's invoice upon prior written request.
 30. Any refunds due in the amount of \$10 or less will not be refunded.
 31. Any unpaid balance at close of show will incur a 1.5% / month service charge monthly (or, if lower, the highest rate permitted by law), or \$10 minimum. Additionally, any further collection costs and fees will be the responsibility of Customer.
 32. **Tippling is not permitted. Any request from personnel for gratuities should be reported to Management immediately.**
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- (1) All Customer contracts and agreements are solely between SMART CITY and the prospective Customer; (2) SMART CITY is not the employee, agent or partner of the Facility; (3) The Facility is not a party to, nor shall it have any obligations or liabilities whatsoever to any Customer, under any Customer Contract including without limitation, the obligation to provide any of the services covered by such Customer Contract; (4) No representations or warranties are being made by the Facility with respect to any Customer Contract or any Communications Services; (5) The right of Customer to receive any Communications Service will be terminated if this Agreement is terminated for any reason; and the Facility will have no obligation to continue providing such service unless the Facility elects in its sole discretion to continue to provide such services itself or through a third party; (6) The provisions of the Customer Contract are separate and independent from the provisions of Customer's lease of space in the building and shall not affect Customer's obligations under such lease and without limiting the foregoing, in no event shall any default by SMART CITY under the Customer Contract or any failure with respect to any Communications Services have any effect on any of Customer's obligations to the Facility under any lease or any other occupancy agreement between Customer and the Facility.
 - (2) If Customer's order includes the use of Smart City's Wi-Fi network under its own branding and its own terms of use ("White-labeled Wi-Fi"), the following indemnification is incorporated into the Order for White-labeled Wi-Fi services between Smart City and Customer.



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- a. Customer shall indemnify Smart City against all third-party liabilities, costs and expense (including all interest, penalties, legal costs and other reasonable professional costs and expenses), damages and losses suffered or incurred by Smart city arising out of or in connection with any third-party claim made against Smart City, for actual infringement of a third party's Intellectual Property Rights arising out of Customer's use of Services (as specified in an Order for White-Labeled Wi-Fi services) where such claims is a result of contact under Customer's direct or indirect control.
- b. Customer shall indemnify and defend Smart City against all liabilities, costs and expenses (including all interest, penalties, legal costs and other reasonable professional costs and expenses), damages and losses suffered or incurred by Smart City, arising out of a third party claim of: any failure to comply with the provisions of any applicable data protection legislation and any unauthorized collection and/or processing of an individual's personal information (as defined by applicable law, including but not limited to Cal. Civil Code §1798.100 *et seq.*); and an action or omission by Smart City, to the extent that such action or omission resulted directly from the Customer's instructions.

Addendum for Radio Services

1. **Site Connect Service** - ► **(a)** Site Connect Orders must be placed by the incentive deadline date. ► **(b)** Appropriate Internet Service is required at the Remote Site Location where radios will be located ► **(c)** Customer is responsible for arranging, ordering, providing and paying for Internet drop at Remote Site Location and is responsible for coordinated install, testing times and provide Smart City with Remote Site Location IP Address ► **(d)** Additional Shipping applies.
2. **Radio Return Specifics** - ► **(a)** The Customer will be fully responsible for the protection and safekeeping of rental equipment and will be responsible for returning all rental equipment to the Smart City Service Desk at the end of contracted date or Shipping within 3 days to the facility the equipment was rented from: San Diego Convention Center, Attention: Smart City Networks, 111 W, Harbor Drive San Diego, CA 92101 or Walter E. Washington Convention Center, Attention: Smart City Networks, 801 Mount Vernon Place NW Washington, DC 20001 ► **(b)** Late fees are \$15 per radio per day and are calculated on number of days after last day of contract until product is returned to the Smart City service desk or when product is shipped by 3 day minimum delivery ► **(c)** Customer is responsible for return shipping – pre-paid labels can be provided or customer can use their own shipping account. Tracking information must be provided ► **(d)** Lost items will be charged to credit card on file.
3. **Order requests for less than 72 hours before deliver date would have to be respectfully declined.**

LIMITATION OF LIABILITY

Limited Warranty. SMART CITY warrants that: it has the right to provide and install all Voice, Data, and Network Services and Applications (the "Services"). In the event that the Services are not performed in accordance with this warranty you agree to inform SMART CITY of such fact, by written notice prior to close of the Show / Event, and, as Customer's sole and exclusive remedy, SMART CITY will either: (a) repair or replace the Services to correct any defects in performance without any additional charge to you, or (b) in the event that such repair or replacement cannot be done within a reasonable time, terminate the Customer Contract and provide you with a pro rata refund of the fees paid to SMART CITY for the Services hereunder with respect to such calendar year.



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The foregoing warranties will not apply to the extent that: (a) the Services are used for any purpose other than those set forth in the Customer Contract regardless of whether SMART CITY has terminated the Customer Contract because of such misuse; (b) the cause of a breach of warranty is due to a malfunction in your hardware, software or communications network through which the Services are accessed; or (c) the cause of a breach of warranty is due to any other cause outside of SMART CITY'S sole and reasonable control.

DISCLAIMER OF WARRANTY. THE FOREGOING CONSTITUTE SMART CITY'S ONLY WARRANTIES WITH RESPECT TO THE PERFORMANCE OR NONPERFORMANCE OF THE SYSTEMS AND APPLICATIONS AND/OR THE SERVICES WHICH ARE OTHERWISE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. THE FOREGOING LIMITED WARRANTIES ARE IN LIEU OF, AND SMART CITY HEREBY EXPRESSLY DISCLAIMS, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Indemnification. Customer agrees to indemnify, defend, and hold harmless Smart City, its affiliates, and its current and former employees and agents, and defend any action brought against same with respect to any claim, demand, cause of action, debt or liability (including reasonable attorneys' fees) brought by a third party arising out of, or in connection with a breach of Customer's representations, warranties, covenants and agreements set forth in the Customer Contract or to the extent attributable to Customer's negligence or willful misconduct.

In claiming any indemnification hereunder, Smart City shall promptly provide Customer with written notice of any claim which Smart City believes falls within the scope of the foregoing paragraphs. Customer may, at its own expense, assist in the defense if it so chooses, provided that Smart City may, if it elects, control such defense and all negotiations relative to the settlement of any such claim and further provided that any settlement intended to bind Smart City shall not be final without Smart City's written consent, which shall not be unreasonably withheld.

The terms of these provisions shall survive the expiration or termination of the Customer Contract.

LIMITATION OF LIABILITY. CUSTOMER AGREES THAT UNDER NO CIRCUMSTANCES IS SMART CITY LIABLE TO CUSTOMER FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OR LOST PROFITS ARISING OUT OF THE SYSTEMS OR SMART CITY'S SERVICES OR OBLIGATIONS UNDER THIS AGREEMENT EVEN IF SMART CITY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ANY EVENT, CUSTOMER'S EXCLUSIVE REMEDY AND SMART CITY'S ENTIRE LIABILITY TO CUSTOMER FOR ANY REASON UPON ANY CAUSE OF ACTION ARISING OUT OF THE SYSTEM OR SMART CITY'S SERVICES UNDER THIS AGREEMENT SHALL BE THE AMOUNT ACTUALLY PAID BY CUSTOMER TO SMART CITY WITH RESPECT TO THOSE DEFICIENT SERVICES. THE LIMITATION OF LIABILITY PROVIDED BY THIS SECTION IS LIMITED TO OUR DUTIES AND LIABILITIES BY REASON OF THIS AGREEMENT ONLY AND DOES NOT AFFECT ANY OTHER RELATIONSHIP SMART CITY MAY HAVE WITH YOU.

THE FOREGOING LIMITATION IS A FUNDAMENTAL PART OF THE BASIS OF THE BARGAIN HEREUNDER AND IS INTENDED TO APPLY WITHOUT REGARD TO WHETHER OTHER PROVISIONS OF THIS AGREEMENT HAVE BEEN BREACHED OR HAVE BEEN HELD TO BE INVALID OR INEFFECTIVE.

NO ACTION, REGARDLESS OF FORM, ARISING OUT OF OR RELATED TO THE USE OF THE SERVICES PURSUANT TO THIS AGREEMENT MAY BE BROUGHT BY YOU MORE THAN 12 MONTHS AFTER THE CAUSE OF ACTION FIRST AROSE.