SMART CITY
3720 HOWARD HUGHES PKWY
LAS VEGAS, NEVADA 89169
888-446-6911
702-943-6001 (FAX)

SANTA CLARA CONVENTION CENTER

CUSTOMER CONTRACT

BILLING INFORMATION / PAYMENT FORM

Company Name	**Booth / Room**	**Show Name:**
Billing Name		**Show Dates:** / / To / /
Billing Address		**Incentive Order Deadline:** (see Incentive Price, Ts & Cs)
City, State / Country, Zip		Email
Contact	Telephone Number ( ) -	Fax Number ( ) -

Credit Card Number: ☐ AMX ☐ MC ☐ Visa

Expiration Date (MM / YY): /

Print Card Holder Name:

Card Holder Signature:

Terms and Conditions / Payment Options

Smart City is the exclusive provider and installer of all Voice, Data and Network services (wired and wireless) including communications cabling. This includes **all cabling** to meeting rooms, booths, within booths (under carpet and flooring), fiber optic, twisted pair (Category 3, 5 and 6), coaxial and all other data and telecommunications related cabling. ►The use of the network connection(s) provided by Smart City may be used only by the directors, officers and employees of the Company, its guests, its agents and consultants while performing service for the Company and **cannot be resold or distributed to other companies** or individuals. ►All devices for which Smart City directly or indirectly provides Internet / Network connectivity must pay a device charge or purchase a Smart City assigned IP address. A complete description of all Smart City services, terms and conditions may be found online at www.smartcity.com "Conventions" section.

Incentive Price applies when a completed order with payment is received no later than 21 days prior to the first day of show move-in. **Base Price** applies to **(a)** all orders received from One (1) to Twenty (20) days before show move-in has started or **(b)** orders received on or before the 21 day Incentive Deadline without payment **(c) orders placed on site or after show move-in has started will be at Base Price plus an additional 20% X Base Price.** ►To avoid additional charges, Floor Plans are due 5 days prior to move-in. ►Orders received prior to the 1st day of show move-in should be installed 24 hours prior to show opening. ►Late orders / changes received after show move-in has started will be installed after all other show orders are completed (additional fees may apply).

1. The prices listed on this contract do not include Federal, State, Local or Other Taxes and Tax surcharges. Taxes / Tax surcharges will be included on your final bill. **Federal Tax ID is 65-0524748**.
2. Purchase Orders are not accepted as a form of payment but as a convenience can be referenced on your invoice upon prior written request.
3. Due to the cost of processing checks, any refunds due in the amount of $10.00 or less will not be refunded except upon written request.
4. There will be a $25 service charge for all returned checks.
5. Any unpaid balance after close of show will incur a 1.5% / month service charge.

Smart City accepts payments in US dollars, Checks drawn on a US bank, Wire Transfers or the following Credit Cards: (Amex, MasterCard, Visa,). Make all checks payable to: ***Smart City***. Indicate method of payment and credit card on file: ☐ American Express ☐ MasterCard / Visa ☐ Check w / Credit Card on File ☐ Cash w / Credit Card on File ☐ Wire Transfer w / Credit Card on file. ► 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 transfer instructions. Payer is responsible for all service charges.

A valid Credit Card number with signature MUST be on file regardless of payment method. For your convenience we will use this authorization to charge your credit card for any additional amounts incurred.

Completed Order Check List (Check all that apply):

- ☐ Completed Billing Information and Payment Form
- ☐ Completed Service Contract for Internet / Network / Telephone
- ☐ Completed Service Contract for Special Quote / SOW (if applicable)
- ☐ Completed Floor Plan
- ☐ Completed Network Security Declaration (Internet / Network Only)
- ☐ Completed Wireless Declaration (Wireless Svc Only)

Customer Acceptance of All Smart City Terms and Conditions / Attachments:

With execution of this document the Customer hereby authorizes Smart City to provide services as requested herein, is authorized to request such services and acknowledges full and complete understanding of the Terms and Conditions and Attachments contained herein.

Print Authorized Name | **Authorized Signature** | **Date**

FOR SMART CITY USE:	Payment Rec'd (Amount):	Customer No: **2007 - 070 -**
Payment Type:	☐ Check ☐ Money Order ☐ Cash ☐ Wire Transfer ☐ American Express ☐ MasterCard / Visa	
Note:	CSR:	Date:

Smart City-070B 8/7/06

ORDER ON LINE: www.smartcity.com/orders/placeorder.asp

BILLING INFORMATION / PAYMENT FORM

TERMS AND CONDITIONS (continued from page 1)

6. **Conditions for processing service contract for On-time Installation: (a)** Full payment for service(s) must accompany signed contract. **(b)** Incomplete contract forms will delay processing, please provide all information requested. **(c)** Booth number(s) must be identified on face of contract. **(d)** 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. **(e)** Customer provided / ordered circuits must be installed and working 2 days before show move-in. Customer(s) must provide Smart City with Circuit Number and Provider's name. **(f)** Late orders / changes received after show move-in has started will be installed after all other show orders are completed (additional fee's may apply).
7. **CANCELLATION** – There is a minimum $150 Cancellation fee. Cancellations must be in writing. Additional cancellation charges will apply for orders that have already incurred labor, material, and / or engineering costs. Some broadband services and special circuits cannot be cancelled once ordered and will incur full charges listed / quoted. Credit will not be given for service(s) installed and not used.
8. Service problems must be reported to the Smart City Service Desk. Service claims will not be considered unless filed in writing by Customer prior to close of show.
9. **Any additional cost incurred by SMART CITY to: 1) assist in trouble diagnosis or problem resolution found not to be the fault of SMART CITY or 2) collect information required to complete the installation that customer fails to provide (i.e. floor plans or special circuit numbers) may be billed to the Customer at the prevailing rate.**
10. **Equipment Management: (a)** Customers should pick up hubs, wireless devices, telephone instruments and other rental equipment at the Smart City Service Desk. Unused deposits paid will be refunded by mail within 60 days of show close following final reconciliation of your bill. **(b)** 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 within one (1) hour following close of the show. **(c)** The Smart City Service Desk will be open to handle equipment rentals during move-in and show.
11. Only Smart City personnel are authorized to modify system wiring or cabling. Material and equipment furnished by Smart City for this service contract shall remain the property of Smart City.
12. Unless otherwise directed, Smart City is authorized to cut floor coverings to permit installation of service.
13. Prices are based upon current rates and are subject to change without notice.
14. A per line move fee starting at $100 (Telephone), $200 (Internet) may apply to relocate the line(s) after it is installed.

LIMITATION OF LIABILITY

Limited Warranty. SMART CITY warrants that: (a) 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 your 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.

The foregoing warranties will not apply to the extent that: (a) the Services are used for any purpose other than those set forth in this Customer Contract regardless of whether SMART CITY has terminated this 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 though which the Services are accessed; or (c) the cause of a breach of warranty is due to any other cause outside of our sole and reasonable control.

DISCLAIMER OF WARRANTY. THE FOREGOING CONSTITUTE OUR 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.

Each party agrees to indemnify, defend, and hold harmless the other party, its affiliates, and their 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 the other party's representations, warranties, covenants and agreements set forth in this Customer Contract or to the extent attributable to such party's gross negligence or willful misconduct.

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

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

LIMITATION OF LIABILITY. EXCEPT FOR OUR WILLFUL MISCONDUCT OR GROSS NEGLIGENCE, YOU AGREE THAT UNDER NO CIRCUMSTANCES IS SMART CITY LIABLE TO YOU FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OR LOST PROFITS ARISING OUT OF THE SYSTEMS OR OUR SERVICES OR OBLIGATIONS UNDER THIS AGREEMENT EVEN IF SMART CITY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ANY EVENT, YOUR EXCLUSIVE REMEDY AND OUR ENTIRE LIABILITY TO YOU FOR ANY REASON UPON ANY CAUSE OF ACTION ARISING OUT OF THE SYSTEM OR OUR SERVICES UNDER THIS AGREEMENT SHALL BE THE AMOUNT ACTUALLY PAID BY YOU 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.

(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 the Customer to receive any Communications Service will be terminated if this Agreement is terminated for any reason provided therein; 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 the Customer's lease space in the building and shall not affect the 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 Customer's obligations to the Facility under any lease or any other occupancy agreement between such Customer and the Facility.

ORDER ON LINE: www.smartcity.com/orders/placeorder.asp

***** Tipping is not permitted. Any request from personnel for gratuities should be reported to Management immediately. *****

SMART CITY
3720 HOWARD HUGHES PKWY
LAS VEGAS, NEVADA 89169
888-446-6911
702-943-6001 (FAX)

SANTA CLARA CONVENTION CENTER
SERVICE CONTRACT

SANTA CLARA CONVENTION CENTER

INTERNET - NETWORK / TELEPHONE SERVICE CONTRACT

Company Name:	Booth / Room	Show Name:
Contact:	*If a show directory is published, do you want your company name and assigned numbers listed?* ☐ Yes ☐ No	Show Dates: / / To / /
Authorized Signature:	Phone: ( ) - Date: / /	Incentive Order Deadline: (see Incentive Price & # 8 below)

Important! Important! Please review the "Product Overview / Glossary" section of our literature to assure that the services you have selected will provide the required functionality for any application(s) you will be utilizing. A complete description of all services, product glossary and Ts & Cs may be found online at www.smartcity.com "Conventions" section. Please call if assistance is needed.

Description of Service	Type	QTY	Incentive	Base	+ Deposit	Total
1. Internet – Networking Services: (10 Base - T)						
a. Shared Ethernet Service (1 Public IP address)	SE		$ 850	$ 1,065		
b. Additional Public IP Address / Device (Ethernet)	IA-SP		$ 150	$ 185		
c. Shared EtherNAT Service (1 Private IP address)	NE		$ 700	$ 875		
d. Additional Private IP Address / Device (EtherNAT)	IA-SN		$ 125	$ 155		
e. Basic EtherNAT (up to 128K / 512K) (1 Private IP address) - Limited Qty	BE		$ 550	$ 690		
f. Additional Private IP Address / Device (Basic EtherNAT) (2 Max)	IA-BN		$ 125	$ 155		
g. Shared Wireless Internet (Up to 256 Kbps) (802.11) (See T&C 17)	WI		$ 495	$ 620		
h. T-1 RapidData® Internet Services (Includes 29 IP addresses)	TS		$ 5,900	$ 7,375		
i. Additional Block of 29 IP addresses / Devices (T-1 Service Only)	IA-29		$ 995	$ 1,245		
2. Internet – Networking Services: Equipment						
a. Hub Rental (8 Port) – 10 Base -T	H8		$ 150	$ 185	$ 25	
b. Hub Rental (24 Port) – 10 Base -T	H4		$ 225	$ 280	$ 25	
c. Patch Cable (up to 50') – Cat 5	PC		$ 50	$ 62		
3. Voice Services: PBX Service – Dial "9" for an outside line						
a. Basic Line (no Instrument) (unrestricted long distance)	LO		$ 235	$ 295	$ 25	
b. Multi-Line Phone w / 1 main Number & 1 rollover line (unrestricted LD)	ML		$ 375	$ 470	$ 25	
c. Refundable Multi-Line Instrument Deposit (See T&C 34)	ML-INST				$ 25	
4. Voice Services: Dedicated Line (Direct line do not dial "9")						
a. For Modem use (no Instrument) (unrestricted) - Limited Quantity	DL		$ 375	$ 470	$ 25	
5. Voice Services: Special Services						
a. Telephone Instrument (Single Line, Touchtone)	SL / DI		$ 31.50	$ 39		
b. Long Distance Restrictions (Local & Credit Card / Local Only)	CC / TLD		$ 20	$ 25		
c. ISDN Line 128 K BRI (2B + D) (unrestricted) - Limited Quantity	IP		$ 500	$ 625	$ 200	
6. Special Line Services (For 3rd Party Circuit Extensions - Must order circuit from local Bell Co or Other Provider)						
a. Analog Extended Pots line from Demarc to Booth	DP		$ 200	$ 250		
b. ISDN BRI Extended circuit from Demarc to Booth	IS		$ 350	$ 450		
c. DSL Extended circuit from Demarc to Booth	HL		$ 400	$ 500		
d. T-1 Extended Data / Telco circuit from Demarc to Booth (See T&C 19)	T2 / T1		$ 2,000	$ 2,500		
e. DS-3 Extended circuit from Demarc to Booth (See T&C 19)	T3		$ 9,000	$ 11,250		
f. Labor / Floor Work - Fee per hour (See T&C 22)	FW		$ 125	$ 125		
g. Coax Cable Run (See T&C 22)	CX		(Call 888-446-6911 for quote)			
h. Point-to-Point / Special Engineering / VPN / Web Casting (See T&C 22)	VP / MI		(Call 888-446-6911 for quote)			
7. Special Quote – Attachment A or SOW (if applicable)	MI		(Call 888-446-6911 for quote)			
8. Move - In / On - Site order fee (if ordering service after show move-in has started).				**(20%) x (Base Price)**		
9. Distance Fee of $500 Internet / $100 Telephone for each line outside the convention venue.				**x (number of lines)**		
				SUBTOTAL		
Unused portions of deposits returned with final billing.				**ESTIMATED 10% TAX / FEES DEPOSIT = TOTAL x 10%**		
TOTAL PAYMENT MUST ACCOMPANY ORDER. *Credit Card users may fax order to 702-943-6001*				**GRAND TOTAL**		

***** Incentive Price applies to orders received With Payment 21 days prior to the 1st day of show move-in. *****

FOR SMART CITY USE:	Type of Service	Customer No: **2007 - 070 -**	
Special Instructions:		CSR:	Date:

ORDER ON LINE: www.smartcity.com/orders/placeorder.asp

TERMS AND CONDITIONS (continued from pages 1 & 2)

INTERNET / NETWORK SPECIFIC:

15. Up to 10 Mbps, half-duplex, Ethernet access to our backbone, with shared or dedicated Internet access up to 128 Kbps or greater (depending on service ordered) via an RJ-45 jack, is provided for each connection ordered.

16. **Shared Services Specific:** Routers, Streaming Applications, VoIP, DHCP, NAT or Proxy Servers are **not allowed with any** of our **shared** Internet / Network **services**. This includes, but is not limited to, Shared Ethernet, Shared EtherNAT, Shared Wireless and Basic EtherNAT. Smart City can engineer a custom dedicated network(s) to accommodate such special requests. Please call for quote.

17. **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.** Customer(s) that desire to showcase their wireless products must contact Smart City 21 days in advance of show move-in to investigate the potential of Smart City engineering a customized cohesive network to operate without interference to other Customer(s), (applicable charges may apply). **(b)** The use of any wireless device that interferes with the facility's 2.5 / 5.8 GHz wireless data frequency range is prohibited and subject to disconnection at the Customer expense.

18. Rates listed include a single IP address, standard installation to the booth in the most convenient manner and does not include computer equipment, NIC card, TCP / IP software or power to the booth.

19. Limited Availability: T-1 / DS-3 and other special circuit orders must be placed 45 days prior to show move-in date due to limited availability and to avoid additional charges.

20. **Network Security Declaration:** The Customer is responsible for providing a signed Network Security Declaration prior to Smart City activating Internet / Network Service(s) for each Customer.

21. **Wireless Performance Declaration:** The Customer is responsible for providing a signed Wireless Performance Declaration prior to Smart City activating Wireless Service(s) for each Customer.

22. See "Billing Information / Payment Form" **– Exclusive Voice, Data, Networking and Cabling.**

23. **Use of Network Connection:** **(a)** Services provided by Smart City are intended to facilitate communications between the Company'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 their systems, 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 transmit distribution, would violate any applicable law or regulation or would likely be highly offensive to the recipient or recipients thereof.

24. **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.

25. **Internet Security Disclaimer:** Smart City does not provide security such as, but not limited to, firewalls, etc. for any data circuit(s) we provide. It is the sole responsibility of the Customer to provide any necessary security. Customer is agreeing to hold Smart City; its agents and contracts harmless for any and all liabilities arising from the use of non-secured data circuits.

26. **VIRUS PROTECTION REQUIREMENT – WARNING –** Smart City requires that all devices directly or indirectly accessing Smart City's Network have the latest virus scan software, Windows security updates, system patches, and any other technological precautions necessary to protect yourself 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 Customer(s) as the result of Smart City's actions to disconnect disruptive device(s).

TELEPHONE / VOICE SPECIFIC:

27. **NOTE: THE CUSTOMER IS RESPONSIBLE FOR ALL LOCAL, LONG DISTANCE, DIRECTORY ASSISTANCE, OPERATOR ASSISTED AND OTHER APPLICABLE CHARGES AGAINST ASSIGNED TELEPHONE NUMBER(S).**

28. **A $.95 surcharge per call will be charged on all "1-800, 950" and credit card type calls. An additional $.95 surcharge per call will apply if duration of call is over 10 minutes. The "1-800, 950" type call surcharge does not apply to Dedicated Lines (item #4a).**

29. **A $2.00 surcharge per call will be charged on all directory assistance, Information, "0+" and Operator assisted calls.**

30. **Long Distance and Directory Assistance:** **(a)** Toll restriction will block lines to 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.

31. Deposits are required for Local, Long Distance, 800#, and Calling Card usage. Additional Long Distance deposits for International accounts may apply and will be determined upon request for service.

32. The number(s) assigned to you are for the duration of this event only. Service cannot be moved or transferred outside of the Center and intercept service cannot be provided,

33. In the case of a billable type call(s) which is not connected, but where the called telephone is allowed to ring for more than 30 seconds, Smart City's automated billing system will automatically place a charge on your account as if the call had been completed. To avoid such charges, we suggest that you observe the time when placing calls.

34. One Multi-Line Instrument Deposit is required for each Multi-Line Circuit ordered.

Mail or Fax Completed Orders with Payment and Floor Plan To

SMART CITY
3720 HOWARD HUGHES PKWY SUITE #190
LAS VEGAS, NEVADA 89169
(888) 446-6911 FAX (702) 943-6001

ORDER ON LINE: www.smartcity.com/orders/placeorder.asp

***** Tipping is not permitted. Any request from personnel for gratuities should be reported to Management immediately. *****

Network Security Declaration

Center: Santa Clara CC (070) - CA **Company Name:** _____

Show: _____ **Booth / Room #:** _____

Customer / Ref #: 2007 - 070 -

The Network Security Policy implemented for this Facility requires Customer(s) adherence to several necessary precautions in order for Smart City to maintain a healthy, viable network for all Customers. This declaration of compliance with the security requirements as noted herein is an acknowledgement of Smart City's filtering policies and must be completed, signed by an authorized Customer representative and mailed or faxed to Smart City prior to the requested network service(s) being activated for Customer's usage.

Network Security Policy:

Smart City requires that all devices directly or indirectly accessing Smart City's network(s) have the latest virus scan software, Windows® security updates, system patches, and any other technological precautions necessary to protect the Customer(s) and others from viruses, malicious programs, and other disruptive applications. Any device(s) which adversely impacts Smart City's network(s) may cause service interruptions to Customer(s) which can lead to disconnection of the Customer's equipment from the network(s), with or without prior notice at Smart City's sole discretion. The device(s) in question will remain disconnected until all issues are adequately resolved. All charges will apply and no refunds will be given. Additional charges may apply for trouble diagnosis and / or problem resolution.

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). Smart City understands that Ping and Traceroute are valuable troubleshooting tools; therefore Smart City's Policy does allow ICMP (Ping & Traceroute) packets sourced from any Smart City network(s).

Further, to avoid infection by common Internet worms (Nachi, MSBlaster, LoveSAN, etc.), Smart City has implemented similar filters on the following TCP and UDP port numbers: UDP – 137, 138, 402, 1434 and TCP – 135, 139, 402, 445, 4444.

Customers requiring inbound or outbound access to any of the filtered ports, should contact a Smart City customer service representative in advance of the event with details of the specific requirements so that Smart City may consider the potential of a customized alternative.

Each Customer's business is important to Smart City and with advanced and timely notification of a Customer's needs we are confident that we can provide network services that perform as expected for all clients.

***** Please inform all show site personnel about the importance of Smart City's Network Security compliance issues *****

***** Services are activated after Smart City is in receipt of this signed declaration of compliance with our network security requirements *****

Are You Renting Computers? ☐ Yes ☐ No Rental Company Name: _____

Rental Company Contact: _____ Contact Number: _____

Device(s) Operating System: _____ Total # of Devices: _____

Type of Anti-Virus Software Installed: ☐ Norton ☐ McAfee ☐ Other: _____

Virus Scan Last Updated: _____ (Date) Security Updates Last Performed: _____ (Date)

With execution of this document the Customer hereby attests that Customer provided equipment, which will be connected to Smart City's network(s) at the above noted Facility and Show / Event has been properly protected, contains anti-virus software, and the latest patches and security updates have been installed. Customer(s) also accepts the responsibility for the performance of Customer's equipment and understands the conditions placed on service delivery by this document as well as the potential that additional charges may be incurred should Customer's equipment be found to adversely impact Smart City's network(s) performance. The Customer acknowledges that this Network Security Declaration is part of the Customer Contract allowing Smart City to provide requested service(s) and is subject to change without notice.

_____ Signature _____ Date

_____ Printed Name _____ Title

3720 Howard Hughes Parkway • Las Vegas • Nevada 89169 • (888) 446-6911 • (702) 943-6000 • Fax (702) 943-6001

SmartCity

Wireless Performance Declaration

Center: Santa Clara CC (070) - CA **Company Name:** _____

Show: _____ **Booth / Room #:** _____

Customer / Ref #: 2007 - 070 -

Overview

Smart City is the exclusive provider for wired and wireless services for the Facility and has in operation a wireless 802.11 a / b / g system. The wireless service offers Internet access at speeds up to 256K servicing Customers as well as attendees. The actual maximum bandwidth available depends on how many users are accessing the network simultaneously at any given time. Routers, Streaming Applications, VoIP, DHCP, NAT or Proxy Servers are not allowed with this connection. Smart City can engineer custom dedicated network(s) to accommodate such special requests. Please call for quote.

Wireless is an entry level service ideal for web surfing and checking web based email. Smart City's Wireless Network can be accessed throughout the Facility by using a Wi-Fi® compatible 802.11 a / b / g network card or one of our rental bridge units (limited quantity of bridge units, call for availability).

Wireless service is inherently vulnerable to interference from other devices that transmit similar radio frequency signals or that operate within the same frequency spectrum. Smart City cannot guarantee that interference will not occur. Smart City does **NOT** recommend wireless service for mission critical services such as product presentation or demonstrations. For demonstrations or to present products and other mission critical activity, via the Internet, Smart City highly recommends Customer(s) purchase hardwired services such as Shared Ethernet, Shared EtherNAT or T-1 service.

If you are unsure which of our products will best suit your needs please call our Customer Service Department at (888) 446-6911 and one of our Customer Service Representatives will be happy to assist you.

Restrictions and Special Requests

Due to the extensive coverage Smart City provides for the Facility, **NO** Customer provided access points are authorized for use within the Facility without Smart City prior approval (wireless access points without adjustable power outputs can not be authorized under any circumstances). Customer(s) who attempt to set up their own wireless system can interfere with the Smart City Wireless Network. Smart City requires all Customers showcasing their wireless products to contact Smart City 21 days prior to the show move-in so that we may engineer a cohesive network operating without interference (all approvals will incur a site survey fee). Per our Terms and Conditions listed on Smart City's Customer Contract, misuse of any wireless service may result in service interruption to yourself or other Customers and can lead to disconnection of the Customer's equipment. **No service refunds will be given.**

ALL WIRELESS ACCESS POINTS NOT AUTHORIZED BY SMART CITY ARE PROHIBITED.

I hereby attest that I understand the limitations and vulnerabilities of the wireless service provided by Smart City. I also understand that if I use this service for any reason including, but not limited to, demonstrating, showcasing or presenting my product(s), Smart City will not be responsible for possible interference that I may experience. Refunds will not be given for service issues found not to be the fault of Smart City. Upon receipt of this form, Smart City Wireless Services and / or Customer(s) authorized wireless AP devices (with Smart City's approval) will be activated / available for your use.

Signature: _____ **Date:** _____

Printed Name: _____ **Title:** _____

Email: _____ **Contact Phone #:** _____

Floor Plan – Communications Cable

Center: Santa Clara CC (070) - CA **Company Name:** _____

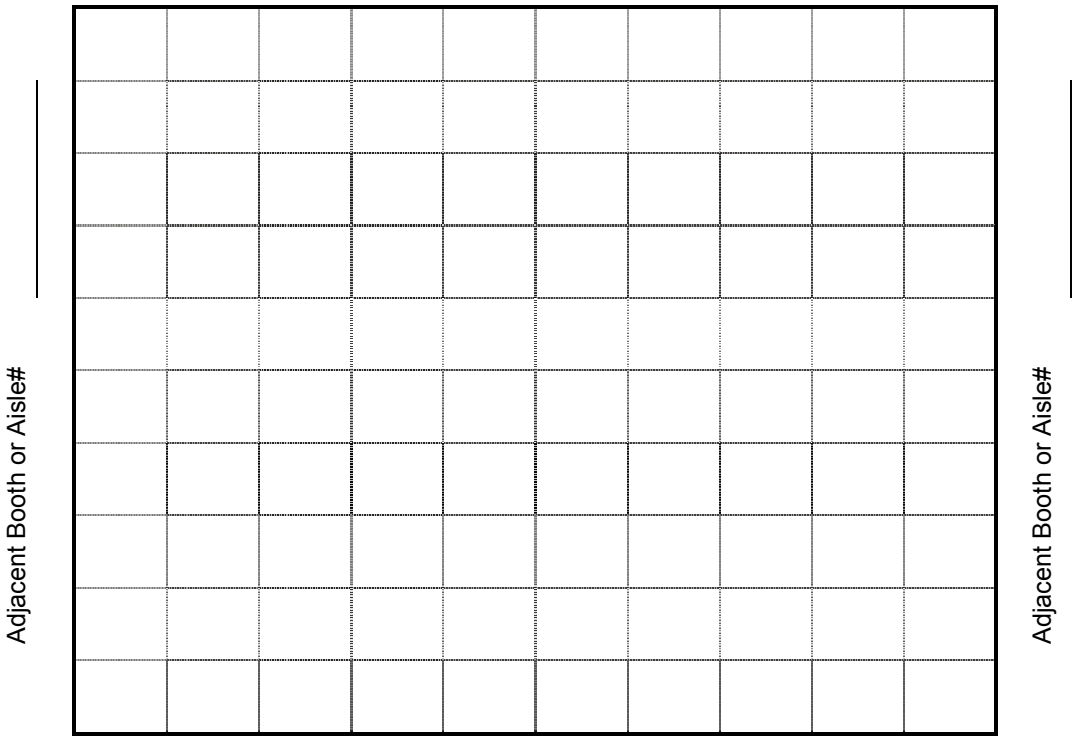
Show: _____ **Booth / Room #:** _____

Customer / Ref #: 2007 - 070 -

Voice and Data communications cabling. Smart City is the **exclusive installer** of Voice and Data communications cabling. Smart City provides cabling to booths, within booths (under carpet and flooring) and from booth-to-booth. Fiber Optic, twisted pair (Category 3, 5 and 6), coaxial and all other data and telecommunication cable fall under Smart City's area of expertise.

IMPORTANT!! Prior to installation of service, a complete floor plan is required. Please utilize this grid should you not have your own floor plan to send us. You may use a different floor plan for each service group (Telephone, Internet, etc.) or combine all services on one floor plan. For a floor plan to be considered complete it **must** include all the information listed below (Main Distribution Location "MDL", designated location of items within the booth, surrounding booths, scale-length and width).

Adjacent Booth or Aisle# _____



Adjacent Booth or Aisle# _____

X = Main Distribution Location (**MDL**) – The originating line(s) for service, whether from overhead, a floor pocket or a column, will be delivered to a "**MDL**" before being distributed within your booth. Example: Storage area, back of booth, etc. (unless specified, the default for the "**MDL**" will be the back of the booth or at Smart City's discretion, the most convenient location). All distribution of services to their final destination within the booth will originate from the "**MDL**". A per line move fee will apply to relocate services within your booth after they have been engineered and / or installed.

T = Location of Telephones, Fax lines or other telecommunications equipment "**T**".

I / H / PC / C = Location of primary Internet Service "**I**", Hubs "**H**", Patch Cables "**PC**" and / or Computers "**C**". For Smart City to perform your floor work, you will need to indicate the location of each item you want cabled. Make sure to order your floor work, hubs, and patch cables early and in advance of the show moving in.

Orientation = The Booth or Aisle #'s surrounding your booth. A minimum of one surrounding Booth or Aisle # is required (two or more would be more helpful) for Smart City to accurately install your services.

Size = Booth dimensions (example 10x10) _____. **Scale** = 1 Box is equal to _____ ft.

3720 Howard Hughes Parkway • Las Vegas • Nevada 89169 • (888) 446-6911 • (702) 943-6000 • Fax (702) 943-6001

SmartCity

Telephone Services Overview

A – Z Introduction to Services – Smart City offers PBX dial "9" service with 1 + direct toll calling, Dedicated Line, non dial "9" service and extension of 3rd Party Circuits. Telephone lines provided by Smart City are provisioned and installed with unrestricted long distance access (UNR), which provides dialing capabilities to local, 800# type calls and any U.S. domestic and International calling. PBX telephone lines are restricted from 900 and 976 dialing unless otherwise requested. Upon request PBX service can be restricted to (a) local calls only (TLD) or (b) local and 800# type calls only (CC).

Basic Line (analog PBX dial "9" access) – Provides a basic telephone line with a single PBX number (telephone instrument optional). Customer(s) must dial a "9" to access an outside line. Customer(s) purchasing a telephone instrument with the line may keep the instrument. A deposit must accompany order(s) for each line with access to long distance, 800# type calls and local toll calls (when applicable). Not recommended for modem use.

Calling Features / Customized Programming – Custom calling features are available including intercom, speaker phones, calling restrictions, call waiting, forward no answer, call forwarding, hunt groups and voice mail. Please call customer service at 888-446-6911 to request these special programming features.

Dedicated Line (analog non dial "9" access) – Analog circuit that is best for modem and credit card machine usage. Customers purchasing a telephone instrument with the line may keep the instrument. A deposit must accompany order(s) for each line as Dedicated Lines CANNOT be toll restricted or restricted from 800 dialing. There is no guaranteed data type speed with the Dedicated Line. Customers requiring a high speed connection should consider one of Smart City's broadband services.

Dry Pair – See "Special Line Services".

ISDN Line – An ISDN BRI circuit (2B + D) and its two SPID numbers (provides up to 128 Kbps of throughput). Standard set up is alternate Voice and / or Data on both B channels. A deposit on both channels is required for long distance services and local calls (when applicable), as ISDN circuits CANNOT be toll restricted.

Multi-Line Phone Services and Speaker Phones (dial "9" access) – One Multi-Line telephone instrument with one primary telephone number and one "roll over" number. Multi-Line telephones are programmed exclusively for Smart City and will not work with any other telephone circuit. Must dial "9" to access an outside line. A Multi-Line instrument(s) set can have up to 14 configurable keys (default is 7) in addition to the Hold key, Release key, and Volume control bar. This instrument can also accommodate a key expansion module for additional feature keys. Transfer, conference, and forwarding features are normally included. Speakerphone capability can be added for an additional charge. A deposit must accompany order(s) for each Multi-Line telephone instrument and each line requiring access to long distance, 800# type calls and local toll calls (when applicable).

Ring Down Line – Provides a telephone line with a telephone instrument (optional) that is programmed to automatically ring to a pre-determined phone number. Typically does not receive incoming calls.

Special Line Services (Dry Pair - Extended 3rd Party Circuits) – Extension of a Customer's service(s) ordered from the local Telephone Co. or other Provider (e.g. Sprint, Bell Telephone, AT&T etc.). The 3rd party provider will bring the circuit to the Facility Demarc and Smart City will be responsible for extending services to the Customer's booth. Customer must order a Dry Pair Extension from Smart City. This includes Analog telephone lines, ISDN, DSL, T-1, DS-3, OC-3, or any other special circuit not provided by Smart City. If utilizing an outside carrier for telephone service, Customer(s) will need to obtain the telephone number and / or circuit number from them and provide that information to Smart City. For ISDN service please indicate the SPID #s, for T-1s or other special circuits we need to have an installation date, the carrier name and contact, and the circuit ID# so we can identify and extend the proper circuit. Consult the Order Form for extension prices.

Internet / Networking Overview

A – Z Introduction to Services

Important! Smart City offers a wide variety of bandwidth options; please review to assure that the services you have selected will provide the required functionality for the application(s) you will be utilizing. Smart City provisions services using 10 Base - T, half-duplex, Ethernet protocols. IP Addresses are statically assigned. Throughput is measured in megabits per second (Mbps) and kilobits per seconds (Kbps). Customer's computers must be configured to accept Ethernet. Customer must have their own Electrical Power, Network Interface Card (NIC), Web browser and all other necessary computer equipment / programs. While Smart City supports POP3 and SMTP mail protocols, Smart City does not offer / provide POP3 or SMTP mail server(s) / email account(s).

Shared Services, which includes but are not limited to the **Basic EtherNAT**, **Shared EtherNAT**, **Shared Ethernet** and **Shared Wireless** services, do not allow Routers, Streaming Applications, Voice over IP (VoIP), Dynamic Host Configuration Protocol (DHCP), Network Address Translation (NAT) or Proxy Servers with the connection. Smart City can engineer a custom dedicated network(s) to accommodate such special requests. Please call for a quote.

Basic EtherNAT, **Shared EtherNAT** and **Shared Wireless** are entry level services that are good for surfing the web, showing and checking web based email. They use Static Private IP Addresses or Log-in and Password (with NAT addressing) to provide access to the Internet. The following is a partial list of the basic capabilities and limitations of these services:

Supported Services

- General web browsing: HTTP and HTTPS
- Outbound services originating from the center: FTP (file transfer), TFTP (file transfer), Telnet, POP3 mail and SMTP mail protocols
- Most outbound remote control applications such as PC Anywhere, Citrix, and Remote Desktop Protocol (RDP)
- Basic Instant Messaging

Limitations

- Any application or service that requires an outside Internet user to directly access an internal server or service such as a Web server or email server in the booth
- Virtual Private Networks (VPN) will probably not work and cannot be guaranteed or supported
- Inbound Simple Network Management Protocol (SNMP) connections will not work
- Inbound File Transfer Protocol (FTP) connections will not work
- Net Meeting will not work inbound or outbound
- Advanced features of Instant Messaging such as whiteboard sharing will not work
- Inbound remote access / control Applications such as PC Anywhere, Citrix, and Remote Desktop (RDP) Service will not work
- No proxy servers or other NAT devices allowed. This includes Netgear and Linksys Cable / DSL routers. These devices will not function properly because the private IP addresses that we use will overlap with what are generally Linksys, Netgear and DLink

Basic EtherNAT – (up to 128 K Up / 512 K Down) (Private IP Address) (Limited Quantity) (10 Base - T) – Provides a shared entry level rate limited service of up to 128 Kbps Upstream and 512 Kbps Downstream that is ideal for basic web surfing and checking web based email. It is up to 10 Mbps, half-duplex, Ethernet access to the backbone with shared Internet access of up to 1.54 Mbps or greater. The actual maximum bandwidth available is dependent upon how many users are accessing the backbone simultaneously at any given time. Access for the originating connection plus a maximum of two additional devices can be purchased with this service. Basic EtherNAT uses Log-in and Password (with NAT addressing) to provide access to the Internet. Routers, Streaming Applications, VoIP, DHCP, NAT or Proxy Servers are not allowed with this connection. Smart City can engineer a custom dedicated network(s) to accommodate such special requests. Please call for a quote.

Custom Engineering

- **Dynamic Host Configuration Protocol (DHCP) –** Provides a mechanism for allocating IP addresses dynamically, so that addresses automatically can be reused when hosts no longer need them. This service requires special accommodation and configuration and must be arranged with Smart City in advance of the show.
- **LAN / WAN / VPN Construction –** Smart City can customize the network configuration you need to make your event a success. Networking booth-to-booth, to surrounding hotels, or to your home office Intranet? Call Smart City and let us design a network that fits your needs and your budget!
- **Network Address Translation (NAT) –** A method of connecting multiple computers to the Internet using one IP address. Allows customer(s) to have a private internal network separate from the Internet, but can receive information from it. NAT allows customer(s) to have multiple hosts on an internal network and use of the Internet via a single gateway connection. Automatically provides firewall style protection without any special setup by only allowing connections that originate on the inside of the network. This service requires special accommodation and configuration and must be arranged with Smart City in advance of the show.
- **Special Circuits –** Smart City can provision DS-3s, OC-3s, and larger circuits / bandwidth. Call for availability and pricing.
- **Virtual Local Area Network (VLAN) –** A means of configuring devices (PCs) so that they can communicate as if they were attached to the same wire, when in fact they are located on a number of different LAN segments. Because VLANs are based on logical instead of physical connections they are extremely flexible, provide security through utilizing virtual private networking, and can be used to connect remote locations.

Internet / Networking Overview

Custom Engineering (continued)

- **Web Casting** – Live video or recorded videos from the Facility event to the website of choice.

Cyber Café – Computers in one or more areas allowing attendees and Facility customer(s) to browse the Internet and access to email.

Dry Pair (Extended 3rd Party Circuits) – See "Special Line Services".

Hub Rental – 8 Port or 24 Port (10 Base - T) – Allows a 10 Mbps, half-duplex, Ethernet connection to be distributed for up to 7 other users (8 port hub) or 23 other users (24 port hub). Deposit required for rental. Customer is responsible for the return of the equipment.

Patch Cable – Up to 50 foot Category 5 - Ethernet standard Category 5 cable terminated with the proper jacks on either end. The default termination is RJ45.

Shared EtherNAT – (Private IP Address) (10 Base - T) – Provides a shared entry level service that is ideal for basic web surfing and checking web based email. It is up to 10 Mbps, half-duplex, Ethernet access to the backbone with shared Internet access of up to 750 Kbps and greater. The actual maximum bandwidth available is dependent upon how many users are accessing the backbone simultaneously at any given time. EtherNAT uses private IP addresses. The private IP's all map to a single "real" public IP address. Connection comes with a single IP address. Additional IP addresses can be purchased and multiple computers can be connected to the network using this connection. Routers, Streaming Applications, VoIP, DHCP, NAT or Proxy Servers are not allowed with this connection. Smart City can engineer a custom dedicated network(s) to accommodate such special requests. Please call for a quote.

Shared Ethernet – (Public IP Address) (10 Base - T) – Provides shared access to the Internet via a shared 10 Mbps, half-duplex, Ethernet access to the backbone with shared Internet access of up to 1.54 Mbps and greater. The actual maximum bandwidth available is dependent upon how many users are accessing the backbone simultaneously at any given time. Connection comes with a single IP address. Additional IP addresses can be purchased and multiple computers can be connected to the network using this connection. Routers, Streaming Applications, VoIP, DHCP, NAT or Proxy Servers are not allowed with this connection. Smart City can engineer a custom dedicated network(s) to accommodate such special requests. Please call for a quote.

Shared Wireless – See "Wireless Internet".

Special Line Services (Dry Pair - Extended 3rd Party Circuits) – Extension of a Customer's service(s) ordered from the local Telephone Co. or other Provider (e.g. Sprint, Bell Telephone, AT&T etc). The 3rd party provider will bring the circuit to the Facility Demarc and Smart City will be responsible for extending services to the Customer's booth. Customer must order a Dry Pair Extension from Smart City. This includes T-1, DS-3, OC-3, or any other special circuit not provided by Smart City. If utilizing an outside carrier for T-1s or other special circuits we need to have an installation date, the carrier name and contact, and the circuit ID# so we can identify and extend the proper circuit. Consult the Order Form for extension prices.

T-1 RapidData® Internet (Dedicated) (10 Base - T) – Smart City's RapidData® T-1 provides up to 10 Mbps, half-duplex, Ethernet access to the backbone with dedicated Internet access of 1.54 Mbps. Connection programmed for 29 IP addresses / Devices. Additional IP addresses / Devices can be purchased. Best for Routers, Streaming Applications, VoIP, DHCP, NAT or Proxy Servers.

Wireless Internet (Shared Service) (Private IP Address) – Provides shared access to the Internet with up to 256 Kbps of throughput via a Wireless Local Area Network connection for a single connection to a single computer. This is an entry level service that is ideal for web surfing and checking web based email. Smart City's wireless network can be accessed throughout the Facility by using a Wi-Fi® compatible 802.11 a / b / g network card or one of our rental bridge units (limited quantity of bridge units, please call for availability). The actual maximum bandwidth available is dependent upon how many users are accessing the wireless network simultaneously at any given time. Customer(s) will be issued a unique User ID and Password for each wireless connection ordered. Customer(s) cannot utilize a hub, router, or data switch to distribute to multiple computers with this service.

Wireless service is inherently vulnerable to interference from other devices that transmit similar radio frequency signals or that operate within the same frequency spectrum. Smart City cannot guarantee that interference will not occur. Smart City does NOT recommend wireless service for mission critical services such as product presentation or demonstrations. For demonstrations and product presentations we highly recommend Customers purchase hard wired services such as Shared Ethernet, Shared EtherNAT, Basic EtherNAT or T-1 service. Due to the extensive coverage Smart City provides for the Facility, **NO** Customer provided wireless access points are authorized for use within the Facility without Smart City approval (wireless access points without adjustable power outputs can not be authorized under any circumstances). Routers, Streaming Applications, VoIP, DHCP, NAT or Proxy Servers are not allowed with our Shared Wireless service. **Wireless Access Points Not Authorized By Smart City Are Prohibited.** Smart City can engineer a custom dedicated wireless network(s) to accommodate special requests (WEP Key with 40 or 128 bit encryption, authentication, DHCP, etc). Please call for a quote.