

LIMITATION OF LIABILITY

Except for claims for physical injury to persons, Smart City and its suppliers or subcontractors will not be liable for any special, or consequential damages or for loss, damage or expense directly or indirectly arising from customer's use or inability to use the system either separately or in combination with other equipment or software or for commercial loss of any kind (including loss of business profits) based upon breach of warranty, breach of contract, negligence, strict tort or any other legal theory whether or not Smart City or its suppliers or its subcontractors have been advised of the possibility of such damage or loss. Some states do not allow limits on warranties or on remedies for breach in certain transactions, in such states; the limits in this section may not apply. In no event shall liability exceed a refund of amounts actually paid to Smart City by company for their network attachment.

(1) All Exhibitor Contracts are solely between Smart City and the prospective Exhibitor; (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 Exhibitor, under any Exhibitor Contract, including without limitation, the obligation to provide any of the services covered by such Exhibitor Contract; (4) No representations or warranties are being made by the Facility with respect to any Exhibitor Contract or any Communications Services; (5) The right of the Exhibitor 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 services 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 Exhibitor Contract are separate and independent from the provisions of the exhibitor's lease space in the building and shall not affect the exhibitor's obligations under such lease and without limiting the foregoing, in no event shall any default by Smart City under the Exhibitor Contract or any failure with respect to any Communications Services have any effect on any Exhibitor's obligations to the Facility under any lease or other occupancy agreement between such Exhibitor and the Facility.

CABLE TV TERMS AND CONDITIONS

1. **Payment** and order must be received no later than 14 days prior to the first day of show move-in or a **\$75.00 per circuit expedite charge** will be applied. If ordering on site or after show move-in has started there is a **\$150.00 per circuit** charge applied.
2. The prices listed on this contract do not include Federal, State or Local Taxes. Taxes will be included on your final bill.
3. Please provide all information requested on the form for speedy processing of your contract.
4. **Conditions for processing service contract / On-time Installation:**
 - a. Payment for service must accompany contract.
 - b. Incomplete contract forms will delay processing.
 - c. Booth number(s) must be identified on face of form.
 - d. Location of Cable Drop in booth must be designated on form or customer provided diagram 2 days before move-in date.
 - e. Orders /changes received within 3 days of show move-in will be worked after other orders are complete.
5. **Equipment Management:**
 - a. Exhibitors should pick up Digital Converters, Modems 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 exhibitor 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 by 5:00 p.m. the day following close of the show.
 - c. The Smart City Service Desk will be open to handle equipment rentals during move-in and show.
6. Any problems should be reported to the Smart City Service Desk.
7. Claims will not be considered unless filed in writing by Exhibitor prior to close of Show.
8. **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 may be billed to the Exhibitor at the prevailing rate.**
9. 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.
10. Due to the cost of processing checks, any refunds due in the amount of \$10.00 or less will not be refunded except on request.
11. There will be a \$25.00 service charge for all returned checks.
12. **CANCELLATION** - There is a minimum \$150 or 10% Cancellation fee (whichever is greater). Cancellations must be in writing. Additional cancellation charges will apply for orders that have already incurred processing, 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 installed and not used.

ORDER ONLINE: orders.smartcitynetworks.com/center.aspx?center=004