

TERMS AND CONDITIONS

1. **Lease of Equipment.** CCLD agrees to lease and provide to Customer, and Customer agrees to lease and obtain from CCLD, the equipment and service described herein or on attached supplement(s), for the rental payment set forth herein, or on such attached supplement (plus all sales, use, and all other taxes due to federal, state, or local taxing authorities, if any, on the lease of equipment and provision of service here under). **Payment For Which Must Accompany Service Orders.**
2. **Term.** The equipment and services will be provided during the dates of the relevant show set forth on the CCLD Service Order Form, subject to the other provisions of this agreement. Prices are subject to change without notice.
3. **Use of PBX Switch and Related Services.** Customer's rental of the equipment shall include the usage of (but not physical access to) the common telecommunication equipment (collectively, the "Switch") serving the Customer at the convention facility identified on the CCLD Service Order Form (the "Building").
4. **Local Exchange Telephone Services.** Local exchange telephone services will be provided by the local telephone company's exchange services and facilities.
5. **Long Distance.** Long distance (interchange) services are provided by CCLD under license agreements with center management (1+ dialing) or arrangements directly between Customer and such other parties (0+ dialing). CCLD or other such parties may process billing for such service. Billing or other questions relating to long distance services should be directed initially to CCLD at the number shown on the CCLD Service Order Form. A \$0.75 surcharge per call will be charged on all Directory Assistance, Toll Free Numbers and Credit Card Calls.
6. **Request for Service; Payment.**
 - (a) Request for special arrangements must be received by CCLD no less than thirty (30) days prior to initial move in date. Custom/ Fiber orders must be received at least 60 days prior to move in date.
 - (b) Personal checks will be accepted with Advance Rate requests only.
 - (c) There will be \$50.00 service charge for all returned checks.
7. **Equipment Management.** Customer will be responsible for returning all telephone sets, hubs, or other equipment and related materials to the CCLD Service Desk within 2 hours of the close of show.
8. **Cancellations.** The equipment and services are being provided by CCLD under a license agreement with the building owner or manager. CCLD may cancel this Agreement and its obligations by notice to customer in the event such license agreement expires or is terminated, in which event CCLD's only obligation shall be to refund any advanced payments made by Customer.
9. **Customer's Duties.**
 - (a) Customer will use the equipment in a careful and proper manner. Customer shall not make any alterations, attachments, or additions to the equipment without CCLD's written consent. Only CCLD employees or approved personnel are authorized to modify system wiring.
 - (b) Customer shall be liable for any loss or damage to the equipment arising from Customer's negligence, intentional act, unauthorized maintenance other cause within the reasonable control of Customer, its representatives, employees, agents, or invitees. In the event of any loss or damage to the equipment for which Customer is liable, Customer shall reimburse CCLD for the reasonable cost of the repair or replacement. **You will be charged upon non-return of the equipment.** Standard Telephone Sets, \$75.00 each; Multi-line Sets, \$300.00 each; Speaker Phone Sets, \$75.00 each; Fax Machines, \$500.00 each; Polycom Sets, \$300.00 each; Pagers, \$150.00 each; Cellular Phones, \$500.00 each; Hubs, \$300.00 each. Any additional equipment rented by CCLD will have an agreed upon non-return charge amount at time of rental. All charges are subject to a 8% sales tax.
 - (c) The equipment shall remain the sole and exclusive property of CCLD or its assignee, and nothing contained herein shall give or convey to Customer any right, title or interest whatever in the equipment which shall, at all times, be and remain personal property notwithstanding that it may be or become attached to or embedded in the realty. **Customer should pick up equipment and/or instructions at the CCLD Service Desk.**
10. **Events of Customer Default.** Customer shall be in default hereunder if Customer fails to pay when due any rental payment or service charge or any other indebtedness to CCLD, or Customer fails to return equipment to CCLD when required to do so hereunder fails to perform or observe any other obligation or covenant to be performed or observed by Customer hereunder. **No credit will be given for equipment or service cancelled after installation date. Installation date is same as Show Move in date. A \$55.00 process charge per service will be applied to any orders cancelled prior to move in date.**
11. **Remedies of CCLD.** At any time after a default by the Customer, CCLD may terminate this Agreement, by notice to Customer, and repossess the equipment, whereupon customers' right to use the equipment shall cease but Customer shall remain liable for all unpaid charges, and CCLD may apply and retain all or such portion of customers deposit as may be necessary to compensate CCLD for any unpaid charges or damages and expenses incurred on account of such default, or CCLD may exercise any other rights accruing to a lessor under any applicable law upon a default by a lessee.
12. **Limitation of Liability.**
 - (a) CCLD's obligations under this Agreement are subject to, and CCLD shall not be liable for delays, failure to perform or damage or destruction or malfunction of the equipment or services or any consequence of any of the above, caused, occasioned or due to fire, flood, water, the elements, labor disputes or shortages, utility curtailments, power failure, explosions, civil disturbances, government regulatory requirements, acts of God or public enemy, war, military or government requisition, shortages of equipment or supplies, unavailability of transportation, acts or omissions of anyone other than CCLD, its representatives, agents or employees, or any other cause beyond CCLD's reasonable control.
 - (b) In all situations involving performance or non-performance of equipment or related programs of services furnished under this Agreement, the Customer's sole and exclusive remedy and CCLD's sole and exclusive liability will be (i) the adjustment or repair of the equipment or replacement of the its parts by CCLD or at CCLD's option, replacement of the equipment, or correction of programming errors or (ii) if, after reasonable and repeated efforts, CCLD is unable to install the equipment or replacement equipment in good working order, or to restore the same to good working order, or to make programming operate, the Customer shall be entitled to terminate this Agreement and receive a refund equal to the excess (if any) of (1) the total amount theretofore paid by Customer to CCLD for equipment and services under this Agreement, or (2) the reasonable value of Customer's use of the equipment and services.
 - (c) **In no event shall CCLD be liable to the Customer or to any other party for special collateral, exemplary, indirect, incidental, or consequential damages, whether such damages occur either prior or subsequent to, or are alleged as a result of, fortuitous conduct, failure of the equipment or services of CCLD or breach of any of the provisions of this Agreement, regardless of the form of action, whether in contract or in tort, including strict liability and negligence, even if CCLD has been advised of the possibility of such damages, or for any damages caused by the Customer's failure to perform the Customer's responsibilities. Such excluded damages include, but are not limited to, loss of profits, loss of use or interruption of business, or other consequential of indirect economic loss.**
 - (d) Customer acknowledges and agrees that neither the owner of the building nor the prime licensee of other party responsible for the event in which the Customer is participating is responsible for the provision of the equipment or the services, and that neither such party shall be liable to Consumer for any failure or defect in such equipment or services.
 - (e) Claims will not be considered unless filed in writing with CCLD by Customer prior to the close of the event identified on the order form submitted.
13. **Indemnification.** Customer hereby assumes liability for and agrees to indemnify, protect and hold wholly harmless CCLD and its agents, employees, officers, directors, and any and all successors and assigns, from and against any and all liabilities, obligations, losses, damages, injuries, claims, demands, penalties, actions, costs, and expenses, including reasonable attorney's fees, in contract, in tort or otherwise, which result from and arise out of the negligent or wrongful use of the equipment or the services, or from the acts or omissions of the Customer or its representatives, agents, employees, or invitees.
14. **Assignment.** CCLD shall have the right to assign its interest under the Agreement to any other party subsequently providing equipment and services to the building.
15. **Entire Agreement; Amendment.** This Agreement and any attached supplement(s) constitute the entire agreement between the parties hereto and supercedes all prior oral or written discussions or agreements. This Agreement may be amended only by a written agreement executed between both parties.
16. **Governing Law.** This Agreement shall be construed under the laws of the state in which the building is located.
17. **Cellular Air Time (Usage).** Cellular services are billed by license agreements with CCLD. Billing for such services will be billed separately by CCLD.
18. **Wireless Applications.** Users of wireless hardware (e.g. 802.11) and/or applications must contact CCLD to coordinate frequency usage.
19. **Exclusivity.** CCLD is the exclusive voice/data communications provider for the GWCCA. As such all outside proxy servers, routers, or any machine used to propagate a single I.P. address to multiply devices are forbidden. Each device, which has the ability to see the internet, must have an I.P. address purchased for that device.