



Exhibitor Ethernet Service Order Form

Hyatt Regency San Francisco



SWISSCOM HOSPITALITY SERVICES EXHIBITOR ORDERING INSTRUCTIONS

PLEASE READ THOROUGHLY TO ENSURE A COMPLETE SERVICE REQUEST

- 1. Please fill out the accompanying forms completely.**
- 2. Using a credit card for payment:** completely fill out the payment/credit card authorization form. Make sure signature is the same as the credit card holder's name; also **attach a copy of the front and back of the credit card** with the form. **Charges will appear as Hyatt Hotels – San Francisco, CA**
- 3. Using a check for payment:** Mail original check with service order form to *Hyatt Regency San Francisco, Attn: Swisscom Hospitality Services, 1333 Bayshore Hwy, Burlingame, CA. 94010*. Make out to Hyatt Regency San Francisco Airport - ATTN: Swisscom Hospitality Services.
****DO NOT MAKE CHECKS OUT TO SWISSCOM HOSPITALITY SERVICES DIRECTLY****
- 4. Include service drop location within your booth:** On the bottom of the order form is a diagram for service location. Simply fill in the blank lines with orientation (i.e. front, back and/or adjacent booth numbers) and mark an (X) within the diagram for drop location. ****Charges may apply for service relocations****
- 5. Additional network devices (more than one):** When ordering services you will receive one routable IP address as well, any additional devices using network resources (regardless of IP addressing scheme) will be subject to an additional device fee, charged per device. Simply order additional device/IP addresses for these connections (in excess of the one included IP address), all hubs and cabling will be provided.
**** You will not be permitted to use access points, switches or hubs without paying for the additional devices****
- 6. Terms & Conditions:** Please read through the accompanying terms and conditions as you are acknowledging such with your order form signature.
- 7. Services not covered by this form:** More network solutions such as; VLAN(s), videoconferencing, WiFi Hotspots, Webcasting and more are available upon request. Email requests for a customized solution to Ember Davis: Ember.Davis@swisscom.com

Fax your order to Ember Davis, (775) 305-5313 or email: Ember.Davis@Swisscom.com

- a. A completely filled out exhibitor form:** including ordering/onsite contact info, set-up time and service location diagram.
 - b. A completely filled out payment form:** Check/CC info with signature and a copy of the driver's license. If you are not comfortable sending this to our private and secure fax, please call and we will accommodate you as we protect information vigorously.
 - c. Make sure both the order and payment form are signed:** this will make sure there are no delays in your service request(s).
- 8.** We will contact you within 48 hours of fax receipt via e-mail or telephone and supply you a service invoice for your records.
 - 9.** Questions? Contact Swisscom Hospitality Services – (801) 856-0030 or Ember.Davis@swisscom.com

Ember Davis phone: (801) 856-0030 Fax: (775) 305-5313 Ember.Davis@swisscom.com



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NO STAMPS PLEASE - FILL IN ALL FIELDS OR YOUR ORDER WILL NOT BE PROCESSED

PLEASE PRINT LEGIBLY

<u>Customer Information</u>			<u>Show Information</u>		
Company Name:		Ordering Contact Email:		Booth Number	
Ordering Contact:		Ordering Contact Phone:		Set Up Date	
On-Site Contact:		Onsite Cell Phone:		Set Up Time	
Company Address:				Strike Date	
City:	ST:	ZIP		Strike Time	
Show Name:				Show Dates	

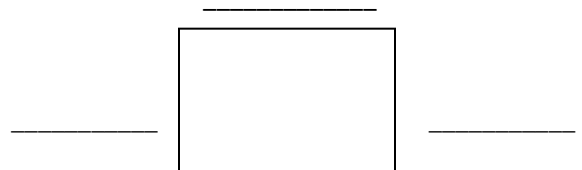
<u>High Speed Ethernet Service (per booth)¹</u>	<u>QTY</u>	<u>Discount¹</u>	<u>Standard</u>	<u>Total</u>
<ul style="list-style-type: none"> ▪ Shared Ethernet Network Access T1 or better 10/100 BaseTX, RJ-45 wired connection with 1 routable DHCP IP address 	x	\$750	\$ 850	
<u>Additional Services are billed as one-time fee^{2,3}</u>				
	<u>QTY</u>			
<ul style="list-style-type: none"> ▪ Additional Wired Device Connections (each) DHCP IP address: auto-assigned once connected to network 	x	\$100	\$ 125	
<ul style="list-style-type: none"> ▪ Wireless Access – Flat Rate (5 devices included) 	x	n/a	\$200	
			SUBTOTAL	
<ul style="list-style-type: none"> ▪ Installation/Setup Fee (PER BOOTH – Wired only) 	x	@ \$ 95 per booth		

GRAND TOTAL: _____

1. Orders received with payment 15 days prior to first show date qualify for discount.
2. Client must pay for each device connected to the network regardless of addressing scheme used.
3. Cables and 10/100 auto-sensing switch is included with multiple device orders.
Subject to \$150 charge if switch is not returned or returned damaged after use

Booth Layout Diagram:

Provide orientation and mark service location with (X)
(FRONT, BACK, SIDES OR ADJACENT BOOTH NUMBERS)



By placing this order, the undersigned agrees to terms, conditions, limited liability and acceptable use policy as stated at the end of this form and as posted at www.swisscom.com/hospitality

Authorized Signature: _____ Date: _____



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Payment and Credit Card Authorization

<u>Payment Information</u>		Swisscom SO# (Completed by Swisscom HS) _____	
<input type="checkbox"/> Company Check or Money Order→		Grand Total: _____ <small>(total from order form)</small>	
MAKE PAYABLE TO: HYATT REGENCY SAN FRANCISCO MAIL TO: HYATT REGENCY SAN FRANCISCO, 1333 BAYSHORE HWY, BURLINGAME, CA 94010 ATTN: RONALD LAM (SWISSCOM HOSPITALITY SERVICES)			
<i>** IF PAYING BY CREDIT CARD YOU ARE AUTHORIZING PROPERTYNAME TO CHARGE YOUR CREDIT CARD IN THE AMOUNT LISTED ON YOUR ORDER FORM**</i>			
<input type="checkbox"/> *CC	Type: _____	Acct #: _____	Exp. Date _____
CC Billing Address: _____		Billing Phone #: _____	
City _____	State: _____	Zip: _____	
Name on CC _____		Authorized Signature: _____	

****ONCE COMPLETED FAX TO (775) 305 5313 or Email to Ember.Davis@swisscom.com**
 (This is a private, secure, and direct fax to Swisscom Hospitality Services)

- a. **A completely filled out exhibitor form:** including ordering/onsite contact info, set-up time and service location diagram.
- b. **A completely filled out payment form:**
 If paying by CC – all CC info with signature and *a copy of the front and back of the CC.*
 If paying by check - include a copy of the mailed check in the fax.
- c. **Make sure both the order and payment form are signed:** this will make sure there are no delays in your service request(s).

By placing this order, the undersigned agrees to terms, conditions, limited liability and acceptable use policy as stated at the end of this form and as posted at www.swisscom.com/hospitality

Authorized Signature: _____ Date: _____



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General Terms & 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 telecopier 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 venturer 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.