

EXHIBITOR ETHERNET SERVICE ORDER FORM

Hyatt Regency La Jolla at Aventine



INSTRUCTIONS

PLEASE READ THOROUGHLY TO ENSURE A COMPLETE SERVICE REQUEST

1. **Fill out the accompanying forms completely:** Include contact (ordering and onsite), payment information and signatures on all forms.
2. **Include service drop location within your booth:** On the bottom of the next page (pg. 2) 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. ***If wires need to run under carpet, please indicate on form.*** If a diagram exists showing the location for the internet line, please include that in the fax/email to us. *****Charges may apply for service relocations after being set*****
3. **Additional network devices (more than one):** Any additional devices beyond the first using network resources regardless of IP addressing scheme will be subject to an additional device fee. Please 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*****
4. **Terms & Conditions:** Please read through the accompanying terms and conditions as you are acknowledging such with your order form signature.
5. **Services not covered by this form:** Email requests for a customized solution to Jack Kaylor at jkaylor@singledigits.com for additional services such as VLAN(s) or dedicated bandwidth.
6. **Using a credit card for payment:** Completely fill out the payment/credit card authorization form (pg. 3). Make sure signature is the same as the credit card holder's name. ***Charges will appear as Hyatt Regency La Jolla on the credit card statement***
7. **Using a check for payment:** Mark Checks payable to "Hyatt Regency La Jolla at Aventine". *First*, email or fax a copy of the check and the filled out order form (Email to jkaylor@singledigits.com or fax to **619-358-6989**). Then **mail** original documents to Hyatt Regency La Jolla at Aventine, ATTN: Single Digits Inc., 3777 La Jolla Village Dr, San Diego, CA 92122. *****DO NOT MAKE CHECKS OUT TO SINGLE DIGITS INC DIRECTLY*****
8. **Faxing or Emailing your order:** Please email completed orders to jkaylor@singledigits.com or fax to 619-358-6989. If emailing please include name and show dates in subject line (e.g. Exhibitor for SHOW NAME xx/xx –xx/xx/xx). Please be sure to include the following when placing your order.
 - a. **A completely filled out exhibitor form:** including ordering/on-site contact info, set-up time and service location diagram.
 - b. **A completely filled out payment form:** Check/CC info with signature and copy of check.
 - c. **Make sure both the order and payment form are signed:** This will make sure there are no delays in your service request(s).
9. We will contact you within 3 business days of order via e-mail and supply you a service invoice for your records.
10. Questions? Contact Single Digits, Inc. – 619-839-9980 (PST) or email jkaylor@singledigits.com

– PLEASE PRINT LEGIBLY –

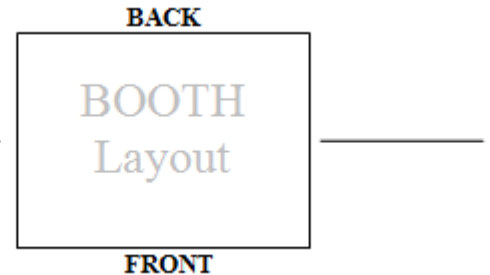
Company Name:		Ordering Contact Email:			
Ordering Contact:		Ordering Contact Phone:		Booth Number:	
On-Site Contact:		Onsite Cell Phone:		Set Up Date/Time:	
Company Address:				Tear Down Date/Time:	
City:	ST:	ZIP:		Exhibit Room:	
Show Name:				Show Dates:	

**Wired connections connect at 10/100/1000 Mbps via standard RJ-45 Ethernet connection with a DHCP address. Bandwidth is 50 Mbps shared between all exhibitors. Dedicated bandwidth available upon request, please call for more details and pricing.

HIGH SPEED INTERNET SERVICE (PER BOOTH)	Discount ¹	Standard	# of days	Sub-total
Wired Access – Comes with [1] single wired connection *See below for additional connections // Static IPs available upon request	\$300.00 per day	\$350.00 per day		
Wireless Access – Can connect up to 2 devices *See below for additional connections // Static IPs available upon request	\$200.00 per day	\$250.00 per day		
			QTY	
Additional Wired Connections (NOT charged per day) Must order wired access above before selecting this option	\$150.00 each	\$200.00 each		
Additional Wireless Connections (NOT charged per day) Must order either wired or wireless access above before selecting this option	\$50.00 each	\$100.00 each		
Please include grand total for all show dates only. No charge for set-up day/s.	Grand Total =			

- Order must be received with payment 15 days prior to first show date qualify for discount pricing.
- Client must pay for each device connected to the network (wired or wireless) regardless of IP addressing scheme.
*To maintain network integrity, Single Digits, Inc. **does not allow** exhibitors to setup network equipment on our network without prior approval*
- For wired internet, all Ethernet cables and Ethernet switches are included with your order. *Subject to \$150 charge if switch is not returned or returned damaged.
- For wireless internet, login instructions will be provided during setup.

Booth Layout Diagram: _____
(Please label the booth diagram with adjacent booth numbers)
Mark (X) where each wired drop should be placed.



**** IMPORTANT ****
If cables MUST run under carpet, please CIRCLE this Statement and notify your decorator

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

Authorized Signature: _____ Date: _____

Single Digits SO# _____ (INTERNAL USE ONLY)

PAYMENT AND CREDIT CARD AUTHORIZATION

PAYMENT INFORMATION

Company Check or Money Order

MAKE PAYABLE TO: Hyatt Regency La Jolla at Aventine

Total:

MAIL TO: 3777 La Jolla Village Dr, San Diego, CA 92122

ATTN: SINGLE DIGITS, INC.

*** IF PAYING BY CREDIT CARD YOU ARE AUTHORIZING HYATT REGENCY LA JOLLA AT AVENTINE TO CHARGE YOUR CREDIT CARD
IN THE AMOUNT LISTED ON YOUR ORDER FORM***

CC Type: _____ Acct #: _____ Exp Date: _____

Billing Address: _____ Billing Phone #: _____

City: _____ State: _____ Zip Code: _____

Name on CC: _____

Authorizing Signature: _____ Date: _____

****ONCE COMPLETED EMAIL TO jkaylor@singledigits.com or FAX TO 619-358-6989**

This is a private and secure direct fax to Single Digits, Inc.

Please be sure to include the following:

- 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 required above with signature.
If paying by check - include a copy of the mailed check in the email or 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).

General Terms & Conditions

1. Services. Hospitality Services' network management (the "Services") may include connection to the Internet. In order to provide Internet connectivity, Hospitality Services 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. Configuration by Hospitality Services. In the event that Hospitality Services 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 Hospitality Services be liable to Customer for any damage caused by such configuration, and Hospitality Services 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.

3. Limitation of Security. Customer acknowledges that messages sent over the Internet are not guaranteed to be completely secure, and Customer shall not hold Hospitality Services 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 Hospitality Services 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. Hospitality Services does not warrant the security of any information Customer may forward or be requested to provide to any third parties.

4. No Warranties. Customer acknowledges that it is technically impracticable to provide Services free of faults, and Hospitality Services does not undertake to do so. Hospitality Services 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 Hospitality Services is obligated to facilitate connectivity to the Internet as a part of the provision of the Services, Hospitality Services 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 Hospitality Services to control or manage.

5. Limitation of Liability. Neither Hospitality Services 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 Hospitality Services relating to its obligations under this Agreement. Hospitality Services' 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.

6. Indemnification. Customer shall indemnify and hold harmless Hospitality Services, 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 Hospitality Services has no control over the content of information transmitted by Customer or its users and that Hospitality Services 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 Hospitality Services, 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.

7. Service Interruptions, Modifications, and Instructions. Customer agrees that Hospitality Services may, as required in its sole discretion: (a) temporarily suspend the Services for the purpose of repair, replacement, maintenance or improvement of any of Hospitality Services' 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.

8. 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.

9. Miscellaneous.

A. **Force Majeure.** Hospitality Services 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 Hospitality Services' 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.