

Exhibitor Internet Service Order Form Hilton San Diego Bayfront

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 faxed or mailed service requests.
- 2. Using a credit card for payment: Please contact Cindy Esteban at 619-321-4276 for all Credit Card payments. Payments can't be sent via fax or email or on any paper form. Charges will be posted immediately.
- 3. 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***
- **4.** Additional network devices (more than one): When ordering services you will receive one routable IP Address, 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***

- **5. Terms & Conditions:** Please read through the accompanying terms and conditions as you are acknowledging such with your order form signature.
- **6. Services not covered by this form:** More network solutions such as; VLAN(s), videoconferencing, Wi-Fi Hotspots, Webcasting and more are available upon request. Email requests for a customized solution to Cindy Esteban at Cindy.Esteban@Hilton.com
- 7. Fax or mailing your order: Please fax completed orders to 619 321-4373. If sending via mail please mail to Hilton San Diego Bayfront ATTN: Cindy Esteban, 1 Park Boulevard, San Diego, California, United States 92101. Please be sure to include the following when placing your order.
 - 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 Signature form: Via Check to be mailed. Please note Credit Card info must be called in to Cindy Esteban at 619-321-4276. Credit Cards will be processed immediately. Do not mail or fax or attach any Credit Card info to this form.
 - c. Make sure both the order and payment forms are signed: this will make sure there are no delays in your service request(s).
- 8. Questions? Contact Hilton San Diego Bayfront 619-321-4276 (PST) or Email to Cindy. Esteban@Hilton.com

Exhibitor Internet Service Order Form Hilton San Diego Bayfront

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

Customer Informatio			KINI LEGI		Show Info	rmation	
	Orderin	g					
Company	Contact	_					
Name:	Email:						
	Orderin	g					
Ordering	Contact	_		Booth			
				Numb	er:		
Contact:	Phone:						
On-Site	Onsite O	Cell		Set U _l	o l		
Contact:	Phone:			Date/	Гіте:		
Company							
Address:				Strike	:		
				Date/	Гіте:		
City:	ST:	7	ZIP:				
				Exhib	it		
				Room	:		
Show				Show			
Name:	NT (1 A (E003 #1	Dates) M DI	45 Ed	
**Shared Ethernet				•	-		Lonnec
with 1 IP Address, s	see below for addit	ional co	onnections.	WIRED	WIREL	ESS	
PLEASE NO	OTE THERE IS A 2	4% AD	MINISTRA	TIVE FEE	ADDED T	O ALL ORDE	<u>ERS</u>
High Speed Ethernet Servi	ice (per booth) ¹			Discount ¹	Standard	Total	
Exhibitor HSIA Services are ba	illed as a one-time fee.			Circl	e One		
One Day Exhibit		\rightarrow	\rightarrow	\$650.00	\$850.00		
■ Two Day Exhibit		\rightarrow	\rightarrow	\$850.00	\$1,050.00		
■ Three or More Day Exhibit		\rightarrow	\rightarrow	\$1,050.00	\$1,250.00		
Additional Services are billed		QTY		\$1,030.00	\$1,230.00		
Additional IP address		V11					
auto-assigned once connected				\$125.00	\$150.00		
Additional Routable S				\$123.00	\$130.00		
assigned by Hilton San Diego	` ′			\$150.00	\$200.00		
ussigned by Timon Sun Biego	zujiioni	1		Total - (before			
				Administrative			
1. Orders received with	payment 15 days prio	r to first	show date qua				
2. Client must pay for			•	•	•	of addressing	
	aintain network integ						
	Sayfront in order to s						
	required: WAP SSID,						
3. Cables and 10/100 at	uto-sensing switch is in	cluded w	rith multiple de	evice orders.			
Subject to \$150 charge i	f switch is not returned or	r returned	damaged after	use			
D d.L (D)					BAG	CK	
Booth Layout Diagra		· / / / / / / / / / /					
	d mark service location w		_				
Please provide any add	ditional information that i	s pertinent	i .				
					FRO	ONT	
lacing this order, the under	rsigned agrees to terms, co	onditions,	limited liability	and acceptabl			f this for
			·	_	-		
wized Cianature:					Data:		

Exhibitor Internet Service Order Form Hilton San Diego Bayfront

Payment Authorization

Payment Information	Hilton San Diego SO# (Completed by Hilton Staff)				
Company Check or Money Order MAKE PAYABLE TO:	Total:				
HILTON SAN DIEGO BAYFRONT	+ 24%:				
	Grand Total:				

MAIL TO: HILTON SAN DIEGO BAYFRONT, ONE PARK BLVD, SAN DIEGO CA 92101 ATTN: CINDY ESTEBAN

Credit Card Payment:

Please contact the Cindy Esteban at 619- 321- 4276 for payment via Credit card, please note, Credit card Payments will be processed immediately.

DO NOT SEND CREDIT CARD INFO VIA FAX OR EMAIL

**Services must be paid for prior to event start date. **



Exhibitor Internet Service Order Form Hilton San Diego Bayfront

General Terms & Conditions

- 1. Services. Hilton's network management services (the "Services") may include Connection to the Internet. In order to provide Internet connectivity, Hilton 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. Hilton's Privacy Policy and Acceptable Use Policy, as such may be amended from time to time, each of which is posted on Hilton's Web site at www.Hilton.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 Hilton. In the event that Hilton 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 Hilton be liable to Customer for any damage caused by such configuration, and Hilton 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 Hilton 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 Hilton shall not be liable for any loss or damage resulting therefore. All activities conducted in connection with Customer's use of the Services are at Customer's own risk. Hilton 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 Hilton does not undertake to do so. Hilton 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 Hilton is obligated to facilitate connectivity to the Internet as a part of the provision of the Services, Hilton 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 Hilton to control or manage.
- 6. Limitation of Liability. Neither Hilton 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 Hilton relating to its obligations under this Agreement. Hilton'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 Hilton, 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 Hilton has no control over the content of information transmitted by Customer or its users and that Hilton 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 Hilton, 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 Hilton may, as required in its sole discretion: (a) temporarily suspend the Services for the purpose of repair, replacement, maintenance or improvement of any of Hilton'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. Hilton 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 Hilton'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 venture 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 therefore 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.