

### SMART CITY 3720 HOWARD HUGHES PKWY LAS VEGAS, NEVADA 89109 888-446-6911 702-943-6001 (FAX)

# LAS VEGAS CONVENTION CENTER TELEPHONE SERVICE CONTRACT

| Company Name   |                   |                    | Booth No.   |      |       |                                   | Show Name NAB 2004             |   |       |
|--|-------------------|--------------------|---|------|-------|-----------------------------------|--------------------------------|---|-------|
| Billing Name   |                   |                    | If a show directory is published, do you want your company name and assigned numbers listed? Yes No |      |       |                                   | Show Date 04/19/04 To 04/22/04 |   |       |
| Billing Address  |                   |                    |   |      |       | Orders are late starting: 3/23/04 |                                |   |       |
| City, State/Country, Zip   |                   |                    |   |      |       | E-m                               | ail                            |   |       |
| Contact 1  |                   | Telephone<br>( ) - |   |      |       |                                   | Fax Number ( ) -               |   |       |
| Credit Card No.  | Expiration /      | Cardholde          | Cardholder Signature(2)   |      |       |                                   | Print / Type Cardholder Name   |   |       |
| Description of Service   |                   | Туре               | QTY   | (1   | Price | +                                 |                                | ng Distance Deposit<br>per Channel/Circuit) | Total |
| 1. Standard Line ( PBX, must dial 9  | then the numb     | per)               |   |      |       |                                   |                                |   |       |
| a. Line without a telephone  |                   | LO                 |   | (\$  | 235   | +                                 | \$                             | 200)  |       |
| b. Multi-Line Phone w/1 main Number 8  | & 1 rollover line | ML                 |   | (\$  | 335   | +                                 | \$                             | 200)  |       |
| c. Refundable Multi-Line Instrument De   | eposit (7)        | ML-INS             | ST  | \$   | 150   |                                   |                                |   |       |
| 2. Dedicated Line ( Direct line do n   | ot dial 9)        |                    |   |      |       |                                   |                                |   |       |
| a. For Modem use (no Instrument)   |                   | DL                 |   | (\$  | 375   | +                                 | \$                             | 200)  |       |
| 3. Telephone Special Services  |                   |                    |   |      |       |                                   |                                |   |       |
| a. Telephone Instrument (Single Line, Touchtone)   |                   | SL / DI            |   | \$   | 31.50 |                                   |                                |   |       |
| b. Long Distance Restrictions (Local / Credit Card)  |                   | TLD / C            | CC  | \$   | 20    |                                   |                                |   |       |
| c. ISDN Line 128 K BRI (2B + D) – Limited Quantity   |                   | IP                 |   | (\$  | 500   | +                                 | \$                             | 400)  |       |
| 4. Dry Pair (3 <sup>rd</sup> Party Circuit Extended from D-Mark to Booth) – Must order circuit from local Bell Co or Other Provider. |                   |                    |   |      |       |                                   |                                |   |       |
| a. Analog Extended Pots line from D-M  | ark to Booth      | DP                 |   | \$   | 200   |                                   |                                |   |       |
| b. ISDN BRI Extended circuit from D-Mark to Booth  |                   | IS                 |   | \$   | 300   |                                   |                                |   |       |
| c. T-1 Extended voice circuit from D-Mark to Booth   |                   | T1                 |   | \$ 2 | 2,000 |                                   |                                |   |       |
| d. DSL Extended circuit from D-Mark to Booth   |                   | HL                 |   | \$   | 400   |                                   |                                |   |       |
| <b>5. Other</b> ( call 888-446-6911 for quote )  |                   |                    |   |      |       |                                   |                                |   |       |
| 6. Distance Fee of \$100 for each line outside the convention center. (\$100) x (number of lines)                                    |                   |                    |   |      |       |                                   |                                |   |       |
| 7. Expedite Charge \$75 per Line (if ordered less than 21 days prior to 1 <sup>st</sup> day of show move-in). x (number of lines)    |                   |                    |   |      |       |                                   |                                |   |       |
| 8. On Site / Move – In order fee of \$150 per line (if ordering service after show move-in has started). x (number of lines)         |                   |                    |   |      |       |                                   |                                |   |       |
| SUBTOTAL   |                   |                    |   |      |       |                                   |                                |   |       |
| All unused portions of deposits returned with final billing. ESTIMATED 10% TAX / FEES DEPOSIT = SUBTOTAL x 10%                       |                   |                    |   |      |       |                                   |                                |   |       |
| PAYMENT MUST ACCOMPANY ORDER. Credit Card users may fax order to 702-943-6001 GRAND TOTAL  |                   |                    |   |      |       |                                   |                                |   |       |
| Matan.   |                   |                    |   |      |       |                                   |                                |   |       |

#### Notes:

- Deposit is for Long Distance, 800#, and Calling Card usage. Additional LD deposits for International accounts may apply and will be determined upon request for service.
- For your convenience we will use this authorization to charge your credit card for any additional amounts incurred.
- Smart City offers Fax Machines, Pagers, Cellular Phones and Debit Cards for your convenience. (Call 888-446-6911 for quote)
- 4. Smart City's Federal ID is 65-0524748
- Smart City accepts payment in US dollars drawn on a US Bank or a credit card (AMEX, VISA, MC). Make all checks payable to: Smart City.
- . Installations are due 24 hours prior to show opening.
- One Multi-Line Instrument Deposit is required for each Multiline Circuit ordered.
- 8. Customer provided/ordered circuits must be installed and operational 2 days prior to show move-in. Customer must provide Smart City with Circuit Number and providers' name. Attach any required additional floor plans/diagrams.
- 9. All unused instrument/access deposits will be returned (within
- 10. 60 days of show close) after final reconciliation of your bill.

## \*\*\*\*\*\*\*\* Credit card authorization must be on file for LD Access or Applicable Taxes / Fees. \*\*\*\*\*\*\*\*

| Sustomer Acceptance of Terms and  | Conditions:          | Date:         |
|---|----------------------|---------------|
| Indicate location in Booth with an X.   | FOR SMART CITY USE:  |               |
| Island  Aisle #   | Type of Service      | Exhibitor No. |
| *   | Extension #(s)       | Payment Rec'd |
| Standard   Standard | Special Instructions |               |
| Important!  | opeda instructions_  | -             |
| Include floor plan w/orientation. A move  |                      |               |
| fee starting at \$100 per line may apply to   |                      | CSR DATE      |
| relocate the circuit after it is Installed.   |                      | _ 0011        |

### 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 telecommunications service(s).

(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 any other occupancy agreement between such Exhibitor and the Facility.

### **TERMS AND CONDITIONS**

- 1. Payment and order must be received no later than 21 days prior to first day of show move-in or a \$75.00 per line 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.
- The prices on this contract do not include Federal, State or Local Taxes. Taxes will be included on your final bill.
- Please provide all information requested on the form for speedy processing of your contract.
- . 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 circuit in booth must be designated on form or customer provided diagram 2 days before move-in date.
  - e. Customer provided /ordered circuits must be installed and working 2 days before show move-in.
  - f. Orders /changes received within 3 days of show move-in will be worked after other orders are complete.
- 5. Credit will not be given for service installed and not used.
- 6. Equipment Management:
  - Exhibitors should pick up telephone 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.
- Any problems should be reported to the Smart City Service Desk or to Smart City's main office at 1-888-446-6911.
- Claims will not be considered unless filed in writing by Exhibitor prior to close of Show.
- 9. 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.

- 10. There will be a \$25.00 service charge for all returned checks.
- 11. 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.
- 12. Long Distance and Directory Assistance:
  - Toll restricted requests will restrict lines to local only or local and "1-800" calling only. All other "1+" or "0+" dialing will be restricted (this includes all long distance calls).
  - All lines will be restricted from "976" and "900" dialing unless otherwise requested.
  - c. Smart City will provide a detailed listing of all calls made on the line

A \$.95 surcharge per call will be charged on all "1-800, 950" and credit card calls. An additional \$.95 surcharge per call will apply if duration of call is over 10 minutes. The "1-800, 950" type call surcharge does not apply to Dedicated Lines, item #2a.

A \$2.00 surcharge per call will be charged on all directory assistance, Information, 0+ and Operator assisted calls.

13. In the case of a call which is not connected, but where the called telephone is allowed to ring for more than 45 seconds, our telephone equipment will automatically place a charge on your account as if the call had been completed. To avoid such charges, we suggest that you observe the time when placing calls.

# NOTE: THE EXHIBITOR IS RESPONSIBLE FOR ALL LONG DISTANCE, DIRECTORY ASSISTANCE AND OPERATOR ASSISTED CHARGES AGAINST ASSIGNED TELEPHONE NUMBER(S).

- 14. The number(s) assigned to you are for the duration of this event only. Service cannot be moved or transferred outside of the Center and intercept service cannot be provided.
- 15. 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.
- 16. CANCELLATION There is a \$150 Cancellation fee. Cancellations must be in writing. Additional cancellation charges will apply for orders that have already incurred labor, material, and/or engineering costs. Some broadband services and special circuits cannot be cancelled once ordered and will incur full charges listed / quoted.

### **Complete and Return To**

|  | *** ORDERING SERVICES ***             |  | *** FLOOR PLANS ***                |  |  |  |
|--|---------------------------------------|--|------------------------------------|--|--|--|
|  | MAIL CHECK OR FAX PAYMENT W/ORDER TO: |  | MAIL OR FAX FLOOR PLANS TO:        |  |  |  |
|  | SMART CITY                            |  | SMART CITY                         |  |  |  |
|  | 3720 HOWARD HUGHES PKWY SUITE #190    |  | 3720 HOWARD HUGHES PKWY SUITE #190 |  |  |  |
|  | LAS VEGAS, NEVADA 89109               |  | LAS VEGAS, NEVADA 89109            |  |  |  |
|  | (888) 446-6911 FAX (702) 943-6001     |  | (888) 446-6911 FAX (702) 943-6001  |  |  |  |

## **Telephone Services**

### <u>Calling Features – Customized Programming</u>

Custom calling features are available including intercom, speaker phones, calling restrictions, call waiting, forward no answer, call forwarding, hunt groups and voice mail. Please call customer service at 888-446-6911 to request these special programming features.

### **Dedicated Telephone Line**

Do not have to dial "9". <u>Best for modem use.</u> If you purchase a telephone with your line you may keep it. A deposit must accompany your order for <u>each line</u> that you need to access to long distance, 800 calls and local toll calls, when applicable. There is no guaranteed speed with the dedicated line. If you require a high speed connection you may need to consider one of our other services.

### **Dry Pair - Extended 3rd Party Circuits**

Services you order from the local Bell Co. or Other Provider (e.g. Sprint, Bell Telephone, AT&T etc). The 3<sup>rd</sup> party provider will bring the circuit to the building Demarc but will not bring service to your booth. You must order a Dry Pair Extension from us so we can extend the other carrier's circuit(s) to your booth. This includes Analog telephone lines, ISDN, DSL, T-1, DS-3, OC3, or any other special circuits. If utilizing an outside carrier for telephone service, you will need to obtain the telephone number and / or circuit number from them and pass that information on to us. For ISDN service please indicate the SPID #'s, for T-1s or other special circuits we need to have an installation date, the carrier name and contact, and the circuit ID# so we can identify and extend the proper circuit. Consult the Order Form for extension prices.

### **ISDN** Line

We will provide an ISDN BRI circuit and its SPID numbers (provides up to 128 kbs of throughput). Standard set up is alternate Voice or Data on both B channels. A deposit on both channels is required for long distance services and local calls, when applicable.

### **Multi-Line Telephone Services and Speaker Phones**

One multi-line telephone with one primary telephone number and one "roll over" number. Multi-line telephones are programmed exclusively for Smart City and will not work with any other telephone circuit. Must dial "9" to get an outside line. A multi-line set can have up to 16 configurable keys (default is 8), not including a Hold key, Release Key, and Volume control bar. This set can also accommodate a key expansion module for additional feature keys. A deposit must accompany your order for each multi-line telephone instrument and <u>each line</u> that you need access to long distance, 800 calls and local toll calls, when applicable. Transfer, conference, and forwarding features included. Speakerphone capability can be added for an additional charge.

### **Ring Down Line**

A telephone line with a telephone instrument that is programmed to automatically ring to a pre-determined phone number. Cannot receive incoming calls.

### **Standard Telephone Services (PBX dial "9")**

A single telephone line with a single telephone number (telephone instrument optional). You must dial a "9" to get an outside line. If you purchase a telephone with your line you may keep it. A deposit must accompany your order for <u>each line</u> that you need access to long distance, 800 calls and local toll calls, when applicable. Not intended for modem use!

