

TERMS AND CONDITIONS OF TELEPHONE & INTERNET SERVICES

1. The MassMutual Center is the EXCLUSIVE provider of telephone and Internet services.
2. All payment must be in U.S. currency only.
3. To qualify for the discount rate, the request and payment must be received 21 days prior to show/event opening.
4. Conditions for processing service order forms are:
 - a. The payment for service MUST accompany the service request.
 - b. The date the payment is received determines the applicable rate.
 - c. Incomplete information will delay processing.
5. No telephone or facsimile orders will be accepted.
6. Any claims for refunds will not be considered unless filed by the Exhibitor with your MMC Event Manager or Exhibitor Services Representative prior to the close of the show.
7. Any Exhibitor requiring additional services or information, please contact Exhibitor Services at 413-787-6610.
8. MMC order forms cannot be reproduced or copied without express written consent of the MMC.
9. Credit will not be given for services installed and not used.
10. All equipment and material furnished by the MMC shall remain the property of the MMC and shall be removed only by MMC personnel at the close of the show.
11. Services other than those listed in unit price schedule on reverse side will be charged an hourly rate. The minimum charge is one hour.
12. Labor rates of \$80/hour for IT support (phone or data) are based on current wage rates and are subject to change without notice.
13. Standard wall outlets and other permanent building outlets are not part of the booth space and may not be used by anyone other than MMC personnel or designated service provider.
14. Service connection must be made by MMC personnel or designated service provider only.
15. Rates quoted for all connections cover the installation of the service to the booth area in the most convenient manner to the MMC. Rates quoted do not include connecting of equipment, tracing of malfunctions, special wiring or repairs. These services are available at the hourly billable rate.
16. All equipment must comply with state and local safety codes. MMC will refuse connection to any equipment that constitutes a safety hazard.
17. Unless otherwise directed, MMC technicians are authorized to cut floor coverings to permit installation of services.
18. The Order Form on the opposite side of this page, together with these terms and conditions, shall form an agreement between the entity named on the Order Form ("Company") and the MassMutual Center (MMC), if Company has submitted the Order Form to MMC, along with full payment, and the Order Form and full payment have been received and accepted by MMC. As detailed below, MMC will provide an Ethernet connection to a shared data network attachment at the MassMutual Center. Company will be responsible for providing all the hardware, software and other equipment and facilities needed to connect to the Ethernet and to use the network attachment.
19. Users of MMC network services shall not disrupt any of the MMC or other associated networks as a whole or any equipment or system forming part of their systems, or any services provided over, in connection with any of the MMC or other associated networks. MMC networks shall not be used to transmit any communication where the meaning of the message, or its transmission or distribution, would violate any applicable law or regulation or would likely be highly offensive to the recipient or recipients thereof. Mass distribution of any message, including advertising, may not be "broadcast" or otherwise sent on an intrusive basis to any user of the MMC network or any directly or indirectly attached network. However, when requested by a user of the networks, product information and other commercial messages are permitted to be transmitted over the network. Discussion of a product's relative advantages and disadvantages by users of the product and vendors' response to those who pose questions about their products, may be made available over the MMC networks. Interpretation, application, and possible modification of this Section shall be within the sole discretion of MMC. Questions about any issue arising under this Section should be directed to MMC by attaching Company when it first arises.
20. MMC DOES NOT MAKE ANY EXPRESS OR IMPLIED WARRANTY OR ANY KIND, SPECIFICALLY. THERE IS NO EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE FOR THE SERVICES TO BE PROVIDED HEREUNDER. The protocol used on the MMC network (TCP/IP) call for end to end verification of the accuracy of any message and such verification is the sole responsibility of the Company. Similarly, these protocols provide for end to end verification of the receipt of all of the data that is transmitted. MMC will not be responsible for any loss of data from delays, non-deliveries, incorrect deliveries, service interruptions, including those caused by the negligence, errors or omissions of the MMC, or other losses or damages. Use of information obtained via the services provided hereunder is at Company's own risk. Company is solely responsible for (a) the accuracy and or quality of the information obtained or data transmitted through the MMC network and (b) assuring that each message Company sends or receives and has been received.
21. MMC shall not be liable to Company for any damage arising from any event that is out of the control of the MMC. Neither shall MMC be liable to Company for indirect, special, incidental, exemplary, consequential or any other form of money damage, including, but not limited to, lost profits, or of the loss of data or information of any kind, however caused, and arising out of or in connection with the performance of MMC, or the provision of services or performance hereunder, whether based in contract, tort, or any other legal theory, and whether or not MMC has been made aware of the possibility of such damages.
22. In no event shall liability exceed a refund of amounts actually paid to MMC by Company for this network attachment.
23. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Massachusetts applicable to contract to be performed entirely within the State.
24. The network attachment shall be made available by MMC to Company before the beginning through the end of the specified conference.
25. MMC shall provide a network attachment via an Ethernet connection at the booth at Company. At its own expense, Company shall be responsible for providing the computer, the attachment to the Ethernet, electric power and all other hardware, software (including TCP/IP software) required to use the network attachment.
26. This agreement represents the complete agreement and understanding of the parties with respect to the subject matter herein, and supersedes any other agreement or understanding, written or oral. The agreement may only be modified by a writing signed by both parties.

CUSTOMER ACCEPTANCE OF ALL MMC TERMS AND CONDITIONS

With execution of this document the Customer hereby authorizes the MMC to provide services as requested herein, is authorized to request such services and acknowledges full and complete underdoing of these Terms & Conditions. IN case of using wireless services the Customer hereby attests to his or her understanding of limitations and vulnerabilities of the wireless services provided by the MMC as well as admits that in case of using this service for any reason including, but not limited to demonstrating, showcasing or presenting own production(s), the MMC will not be held liable for the possibility of interference.

PRINT AUTHORIZED NAME

AUTHORIZED SIGNATURE

DATE SIGNED