

Terms and Conditions

General Terms

- 1. Smart City is the exclusive provider and installer on the Facility property of all Voice, Data and Network services** (wired and wireless) including communications cabling. This includes but is not limited to **all cabling** fiber optic, twisted pair (Category 3, 5 and 6), coaxial and all other data and telecommunications related cabling to meeting rooms, booths, within booths (under carpet and flooring), tents and other locations on the Facility property (inside and outside).
- The network connection(s) provided by Smart City may be used only by Customer and **cannot be resold or distributed to other companies** or individuals.
- Incentive Price** applies when a completed order **with payment** is received no later than the contracted incentive deadline date **September 7, 2021**. The incentive deadline date is calculated by the date prior to the first day of show move-in. Incentive pricing can be found in the exhibitor ordering kit provided by the event or venue, when placing an order on our online ordering site during the incentive timeframe, or by calling customer service (702) 943-6087. **Customer is solely responsible for knowing the last day for when orders can be submitted to receive incentive pricing.** **Base Price** applies to **(a)** all orders received after the **September 7, 2021** deadline and before show move-in has started or **(b)** orders received on or before the **September 7, 2021** Deadline without payment. **Orders placed on-site or after show move-in has started will be at Base Price plus an additional 20%.**
- 4. Conditions for processing service order form for On-time Installation:** **(a)** Full payment for service(s) must be accompanied by one of the following methods: (1) a signed order form (2) a completed web order (3) submission of payment through Smart City's payment portal **(b)** Booth number(s) must be identified on face of order form or submitted when placing a web order **(c)** Complete Floor Plan itemizing location of service(s) in Customer's booth must be designated on form or Customer provided diagram(s) 5 days prior to the 1st day of move-in to avoid additional charges **(d)** Customer provided / ordered circuits must be installed and working 2 days before show move-in and Customer must provide Smart City with Circuit Number and Provider's name. Without this information Smart City cannot guarantee delivery of the circuit to Customer desired location. Additional charges will apply for extending Customer provided circuit to desired location in the facility. Late orders/changes received after show move-in has started will be installed after all other show orders are completed (additional fees may apply). Incomplete order form forms will delay processing, please provide all information requested.
- 5. Shared Internet Services Specific:** Routers, Streaming Applications, VoIP, DHCP, NAT or Proxy Servers **are not allowed with any** of Smart City's **shared** Internet / Network **services**. This includes, but is not limited to, Premium Internet & Basic Internet.
- Order Form Rates listed include a single IP address with standard installation to the booth in the most convenient manner. To connect additional devices to the bandwidth product a Smart City assigned IP address or additional device charge must be purchased. Dedicated bandwidth products may require the purchase of additional IP addresses.
- 7. Internet Security Disclaimer:** Smart City does not provide security such as, but not limited to, firewalls, etc. for any data circuit(s) it provides. It is the sole responsibility of Customer to provide any necessary security. Customer agrees to hold Smart City; its agents and contractors harmless for any and all liabilities arising from the use of non-secured data circuits.
Smart City has implemented filtering policies on all Internet routers. These filters block all inbound Internet Control Message Protocol (ICMP) -- Ping, Traceroute, etc. -- destined to any Smart City network(s) but does allow ICMP if they are sourced from any Smart City network. Smart City understands that Ping and Traceroute are valuable and does allow ICMP from the source of a Smart City network(s).
- 8. Device Conditions for Connectivity – WARNING –** Smart City requires that all devices directly or indirectly accessing Smart City's network have the latest virus scan software, security updates, system patches, and any other technological precautions necessary to protect Customer and others from viruses, malicious programs and other disruptive applications. Any device(s) which adversely impacts Smart City's network(s) will be disconnected from the network(s) with or without prior notice at Smart City's sole discretion. The device(s) in question will remain disconnected from the network(s) until all issues are adequately resolved. Additional charges may apply for trouble diagnosis and / or problem resolution. No refunds will be issued to Customer as the result of Smart City's actions to disconnect disruptive device(s).

9. **Use of Network Connection:** (a) Services provided by Smart City are intended to facilitate communications between Customer's authorized users and the entities reachable through the Internet. Users of Smart City services shall use reasonable efforts to promote efficient use of the networks to minimize, and avoid if possible, unnecessary network traffic and interference with the work of other users of the interconnected networks. (b) Users of Smart City services **shall not disrupt** any of the Smart City or other associated networks as a whole or any equipment of system forming part of networks, or any services provided over, or in connection with any of the Smart City or other associated networks. Smart City services shall not be used to transmit any communication where the meaning of the message, or its transmission, distribution, would violate any applicable law or regulation or would likely be highly offensive to the recipient or recipients thereof.
10. **Wireless Specific:** (a) Smart City is the exclusive provider of voice, wired and wireless data service(s) for the Facility. **Wireless Devices not authorized by Smart City are strictly prohibited.** If Customer desires to showcase its wireless products, it must contact Smart City 21 days in advance of show move-in to register their device, applicable registration fee will apply. Smart City will investigate the potential of Smart City engineering a customized cohesive network to operate without interference to other Customers, (applicable charges may apply). (b) The use of any wireless device that interferes with the facility's 2.4 / 5 GHz wireless data frequency range is prohibited and subject to disconnection at Customer's expense.
11. Unless otherwise directed, Smart City is authorized to cut floor coverings to permit installation of service.
12. **Internet Performance Disclaimer:** Smart City does not guarantee the performance, routing, or throughput; either expressed or implied, of any data circuit(s) connectivity with regards to the Internet and / or Internet backbone(s) beyond the Facility.
13. Only Smart City personnel are authorized to modify system wiring or cabling. Material and equipment furnished by Smart City for this service order form shall remain the property of Smart City.
14. **CANCELLATION:** There is a minimum \$150 or 10% Cancellation Fee (whichever is higher) plus any applicable taxes and surcharges that may apply. Cancellations must be in writing. Additional cancellation charges will apply for orders that have already incurred labor, material, and / or engineering costs. Canceled services within an order will not incur cancellation charges if other services are ordered from Smart City provided the canceled services have not already incurred any costs. Some broadband services and special circuits cannot be canceled once ordered and will incur full charges listed/quoted. Credit will not be given for service(s) installed and not used.
15. Service problems must be reported to the Smart City Service Desk. Service problems will not be considered unless filed in writing by Customer prior to the close of show.
16. **Any additional cost incurred by SMART CITY to:** (a) assist in trouble diagnosis or problem resolution found not to be the fault of SMART CITY or (b) collect information required to complete the installation that Customer fails to provide (i.e. floor plans or special circuit numbers) may be billed to Customer at the prevailing rate.
17. **Equipment Management:** (a) Customer should pick up rental equipment at the Smart City Service Desk. (b) Customer 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 within one (1) hour following the close of the show. Retail replacement values will apply to any damaged or unreturned equipment.
18. The prices listed on this order form do not include Federal, State, Local or other Taxes, Tax surcharges or Regulatory Fees. Taxes / Tax surcharges and Regulatory Fees will be included on Customer's final bill. **Federal Tax ID is 65-0524748.**
19. **NOTE: THE CUSTOMER IS RESPONSIBLE FOR ALL INTERNATIONAL LONG DISTANCE AND OTHER APPLICABLE CHARGES AGAINST ASSIGNED TELEPHONE NUMBER(S).** Additional long-distance deposits for international accounts will apply and will be determined upon request for service.
20. The number(s) assigned to Customer are for the duration of this event only. Service cannot be moved or transferred outside of the Center and intercept service cannot be provided.
21. **International Calls and Line Restrictions:** (a) Toll restriction will block all lines except local only or local and "1-800" calling only. All other "1+" or "0+" dialing will be blocked (this includes all long-distance access). (b) All lines will be blocked from "976" and "900" dialing unless otherwise requested. Additional deposits may be applicable. (c) Smart City will provide a detailed listing of all toll / billable type calls made from applicable services.
22. A per line move fee will apply to relocate the line(s) after it is installed.
23. Orders placed via an order form must be submitted on a valid order form or pricing will not be honored.

24. **Smart City is hereby authorized to charge Customer's credit card for any additional amounts incurred as well as any initial charges not otherwise paid.**
25. Smart City accepts payments in U.S. dollars, checks drawn on a U.S. bank, wire transfers, or the following credit cards: (Amex, MasterCard, Visa). Make all checks payable to: **Smart City**.
26. Credit Card charges are limited to \$10,000 / order. Orders exceeding \$10,000 must be paid by company check or money order. Checks must reference Facility and Show Name. Please contact Smart City for wire / ACH transfer instructions. Payer is responsible for all service charges. Credit card limits are at the discretion of Smart City.
27. There will be a \$50 service charge for all returned checks.
28. Purchase Orders are not accepted as a form of payment but as a convenience can be referenced on Customer's invoice upon prior written request.
29. Any refunds due in the amount of \$10 or less will not be refunded.
30. Any unpaid balance at close of show will incur a 1.5% / month service charge monthly (or, if lower, the highest rate permitted by law), or \$10 minimum. Additionally, any further collection costs and fees will be the responsibility of Customer.
31. Tipping is not permitted. Any request from personnel for gratuities should be reported to Management immediately.

(1) All Customer contracts and agreements are solely between SMART CITY and the prospective Customer; (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 Customer, under any Customer Contract including without limitation, the obligation to provide any of the services covered by such Customer Contract; (4) No representations or warranties are being made by the Facility with respect to any Customer Contract or any Communications Services; (5) The right of Customer to receive any Communications Service will be terminated if this Agreement is terminated for any reason; and the Facility will have no obligation to continue providing such service 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 Customer Contract are separate and independent from the provisions of Customer's lease of space in the building and shall not affect Customer's obligations under such lease and without limiting the foregoing, in no event shall any default by SMART CITY under the Customer Contract or any failure with respect to any Communications Services have any effect on any of Customer's obligations to the Facility under any lease or any other occupancy agreement between Customer and the Facility.

LIMITATION OF LIABILITY

Limited Warranty. SMART CITY warrants that: it has the right to provide and install all Voice, Data, and Network Services and Applications (the "Services"). In the event that the Services are not performed in accordance with this warranty you agree to inform SMART CITY of such fact, by written notice prior to close of the Show / Event, and, as Customer's sole and exclusive remedy, SMART CITY will either: (a) repair or replace the Services to correct any defects in performance without any additional charge to you, or (b) in the event that such repair or replacement cannot be done within a reasonable time, terminate the Customer Contract and provide you with a pro rata refund of the fees paid to SMART CITY for the Services hereunder with respect to such calendar year. The foregoing warranties will not apply to the extent that: (a) the Services are used for any purpose other than those set forth in the Customer Contract regardless of whether SMART CITY has terminated the Customer Contract because of such misuse; (b) the cause of a breach of warranty is due to a malfunction in your hardware, software or communications network through which the Services are accessed; or (c) the cause of a breach of warranty is due to any other cause outside of SMART CITY'S sole and reasonable control.

DISCLAIMER OF WARRANTY. THE FOREGOING CONSTITUTE SMART CITY'S ONLY WARRANTIES WITH RESPECT TO THE PERFORMANCE OR NONPERFORMANCE OF THE SYSTEMS AND APPLICATIONS AND/OR THE SERVICES WHICH ARE OTHERWISE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. THE FOREGOING LIMITED WARRANTIES ARE IN LIEU OF, AND SMART CITY HEREBY EXPRESSLY DISCLAIMS, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.



Indemnification. Customer agrees to indemnify, defend, and hold harmless Smart City, its affiliates, and its current and former employees and agents, and defend any action brought against same with respect to any claim, demand, cause of action, debt or liability (including reasonable attorneys' fees) brought by a third party arising out of, or in connection with a breach of Customer's representations, warranties, covenants and agreements set forth in the Customer Contract or to the extent attributable to Customer's negligence or willful misconduct.

In claiming any indemnification hereunder, Smart City shall promptly provide Customer with written notice of any claim which Smart City believes falls within the scope of the foregoing paragraphs. Customer may, at its own expense, assist in the defense if it so chooses, provided that Smart City may, if it elects, control such defense and all negotiations relative to the settlement of any such claim and further provided that any settlement intended to bind Smart City shall not be final without Smart City's written consent, which shall not be unreasonably withheld.

The terms of these provisions shall survive the expiration or termination of the Customer Contract.

LIMITATION OF LIABILITY. CUSTOMER AGREES THAT UNDER NO CIRCUMSTANCES IS SMART CITY LIABLE TO CUSTOMER FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OR LOST PROFITS ARISING OUT OF THE SYSTEMS OR SMART CITY'S SERVICES OR OBLIGATIONS UNDER THIS AGREEMENT EVEN IF SMART CITY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ANY EVENT, CUSTOMER'S EXCLUSIVE REMEDY AND SMART CITY'S ENTIRE LIABILITY TO CUSTOMER FOR ANY REASON UPON ANY CAUSE OF ACTION ARISING OUT OF THE SYSTEM OR SMART CITY'S SERVICES UNDER THIS AGREEMENT SHALL BE THE AMOUNT ACTUALLY PAID BY CUSTOMER TO SMART CITY WITH RESPECT TO THOSE DEFICIENT SERVICES. THE LIMITATION OF LIABILITY PROVIDED BY THIS SECTION IS LIMITED TO OUR DUTIES AND LIABILITIES BY REASON OF THIS AGREEMENT ONLY AND DOES NOT AFFECT ANY OTHER RELATIONSHIP SMART CITY MAY HAVE WITH YOU.

THE FOREGOING LIMITATION IS A FUNDAMENTAL PART OF THE BASIS OF THE BARGAIN HEREUNDER AND IS INTENDED TO APPLY WITHOUT REGARD TO WHETHER OTHER PROVISIONS OF THIS AGREEMENT HAVE BEEN BREACHED OR HAVE BEEN HELD TO BE INVALID OR INEFFECTIVE.

NO ACTION, REGARDLESS OF FORM, ARISING OUT OF OR RELATED TO THE USE OF THE SERVICES PURSUANT TO THIS AGREEMENT MAY BE BROUGHT BY YOU MORE THAN 12 MONTHS AFTER THE CAUSE OF ACTION FIRST AROSE.

THE EXPO GROUP

5931 Campus Circle Drive West, Irving, Texas 75063
 Phone: 972.580.9000
 Email: ExhibitorService@theexpogroup.com
 Order Services online at theexpogroup.com



GEOINT 2021 Symposium
 October 5-8, 2021 (Event)
 October 6-8, 2021 (Exhibits)
 America's Center Convention Complex
 St. Louis, MO

Internet Service

**Discount Deadline:
 September 7, 2021**

Your order with full payment along with a floor plan indicating main service location and distribution points, if applicable, must be received by the discount deadline. Pricing for your air and water order is determined by the date when the floor plan is received.

Note: Linear booths requiring standard placement [back center of booth] do not require a floor plan.

Internet Floor Plans received by The Expo Group less than 5 business day prior to the first day of exhibitor move in will be subject to an additional \$300.00 floor plan expedite fee. This is in addition to Standard Pricing for Internet service.

BASIC INTERNET, NOT FOR STREAMING	QTY	Advance Price	Base Price	On - Site Price	Total
Includes: 1 Private IP Address, Routers PROHIBITED and will not work.					
1.5 Mbps Burstable to 3 Mbps (DHCP) <i>Intended for light Internet usage</i>		\$ 895.00	\$ 1,140.00	\$ 1,368.00	
Additional Device(s), Per Device, Up to 4		\$ 185.00	\$ 220.00	\$ 255.00	
If you require 6 or more devices - Please contact your Customer Account Manager.					
DEDICATED INTERNET, FOR STREAMING, GAMING & WEBCAST					
Includes: 5 Public IP Addresses, Routers SUPPORTED					
Dedicated 3Mbps		\$ 3,495.00	\$ 4,370.00	\$ 5,244.00	
Dedicated 6Mbps		\$ 5,900.00	\$ 7,375.00	\$ 8,850.00	
Dedicated 10Mbps		\$ 7,850.00	\$ 9,810.00	\$11,772.00	
Dedicated 15Mbps		\$11,700.00	\$14,630.00	\$17,556.00	
Dedicated 20Mbps		\$15,500.00	\$19,380.00	\$23,256.00	
Upgrade to 29 Public Static IP Addresses		\$ 995.00	\$ 1,194.00	\$ 1,433.00	
Higher Bandwidth Services Available - Please contact your Customer Account Manager for a quote.					
INTERNET EQUIPMENT AND LABOR					
Switch Rental - up to 24 ports		\$ 185.00	\$ 225.00	\$ 270.00	
Patch Cable (up to 50') - Cat5e		\$ 50.00	\$ 62.00	\$ 74.00	
Labor / Floor Work - Fee Per Hour		\$ 125.00	\$ 125.00	\$ 125.00	
Distance Fee for each Internet line delivered outside the facility		\$ 500.00	\$ 500.00	\$ 500.00	
4. Wireless Customized Hot Spots Available, Please contact your Customer Account Manager for quote.					
5. Special Quote - Attachment A or Statement of Work (if applicable)					

Cancellation Policy: There is a minimum \$150 or 10% Cancellation Fee (whichever is higher) plus any applicable taxes and surcharges that may apply. Cancellations must be in writing. Additional cancellation charges will apply for orders that have already incurred labor, material, and / or engineering costs.

ADDITIONAL INFORMATION	CALCULATING YOUR TOTAL
An internet floor plan must be provided with this order. See form 23g.	Subtotal _____
<input type="checkbox"/> Attached	Taxes & Fees Multiplied by 10% of Subtotal _____
<input type="checkbox"/> To Follow <i>(Must be received by Disc. Deadline for Advance Rate)</i>	TEG Service Convenience Charge (\$35.00 Minimum or 10% of Total Order) _____
<input type="checkbox"/> Standard Location	Late Floorplan Fee (received after 9/26/21) \$300.00
	TOTAL _____

Exhibiting Company: _____
 Print Name: _____
 Email Address: _____

Booth Number: _____
 Date: _____
 Phone Number: _____

THE EXPO GROUP

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October 6-8, 2021 (Exhibits)
America's Center Convention Complex
St. Louis, MO

**Wireless
Performance
Agreement
Discount Deadline:
September 7, 2021**

Company Name:	Show:	Booth/Room#:
Center: America's Center Convention Complex	Customer/Ref #:	

OVERVIEW

Smart City is the exclusive provider for wired and wireless services for the Facility and has in operation a comprehensive wireless 802.11 network. The actual maximum bandwidth available depends on how many users are accessing the network simultaneously at any given time dependent upon the type of service purchased. Router, Streaming Applications, VoIP, DHCP, NAT or Proxy Servers are not allowed with this connection. Smart City can engineer custom dedicated network(s) to achieve your company objectives. Please contact us at (888) 446-6911 to discuss your network design.

CUSTOM WIRELESS NETWORKS

If you require wireless 5 GHz access for application demonstrations, Smart City is able to build a custom 5 GHz wireless network in your booth. Please call Smart City at (888) 446-6911 for a custom wireless quote.

INTERNAL NETWORKS

Smart City is the exclusive provider of all voice, wired and wireless data services. Wireless Devices not authorized by Smart City are strictly prohibited. Smart City requires all Customers showcasing their wireless products to contact Smart City 21 days prior to the show move-in so that we may engineer a cohesive network operating without interference (all approvals will incur a Wireless Engineering Management Fee). Please provide Smart City with the make and model of your wireless router for network approval (wireless access points without adjustable power outputs cannot be authorized under any circumstances). Wireless devices need to be programmed on-site following Smart City guidelines.

CUSTOMER ACCEPTANCE

Wireless service is inherently vulnerable to interference from other devices that transmit similar radio frequency signals or that operate within the same frequency spectrum. Smart City does NOT recommend wireless service for mission critical services such as presentations or product demonstrations that can accept a wired connection. Per our Terms and Conditions listed on Smart City's Customer Contract, misuse of any wireless service may result in service interruption to yourself or other Customers and can lead to disconnection of the Customer's equipment. No service refunds will be given.

ALL WIRELESS ACCESS POINTS NOT AUTHORIZED BY SMART CITY ARE PROHIBITED.

I hereby attest that I understand the limitations and vulnerabilities of the wireless service provided by Smart City. I also understand that if I use this service for any reason including, but not limited to, demonstrating, showcasing or presenting my product(s), Smart City will not be responsible for possible interference that I may experience. Upon receipt of the completed Smart City Contract, Smart City Services will be activated / available for your use.

Printed Name: _____ Signature: _____ Date: _____
 Title: _____ Email: _____ Phone #: _____



Return this information sheet with the Internet Service order form.

Please provide the location of the Internet connection on your equipment (include dimensions), assign location numbers and describe the service requested.

Booth Size: _____ x _____

Aisle or Booth # _____ (Back of Booth)

**Adjacent
 Booth#**

**Adjacent
 Booth#**

**Feet
 Back**

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Aisle # _____ (Front of Booth)

**Feet
 Over**

Exhibiting Company: _____
 Print Name: _____
 Email Address: _____

Booth Number: _____
 Date: _____
 Phone Number: _____