

Event Name:	_____
Event Start Date:	____ / ____ / ____
Event End Date:	____ / ____ / ____
Booth/Room #:	_____
On-Site Contact:	_____
Cell #:	_____
On-Site Contact Email Address:	_____

Company Name:	_____	
Billing Name:	_____	
Billing Address:	_____	
City:	State:	Zip:
Country:	_____	
Phone #:	_____	
Billing Contact Email Address:	_____	

Cox Business has a full list of products beyond the internet drop services listed below. Please contact us to discuss any additional needs you may have.

**20% Early Ordering Discount - Final order and payment must be received 30 days prior to the listed event start date.**  
**A 20% Expedite Fee will be applied to any order placed 72 hours or less before the listed event start date.**

### Internet/Network Services

**Shared Bandwidth DATA Services - routers, servers and NAT devices are not allowed on shared bandwidth data products**  
 (Shared Bandwidth is shared with other Internet users within the Las Vegas Convention Center)

Business Professional: <b>Up to 20 Mbps</b> Single drop with 1 private (NAT) IP address. Order up to 20 total IP addresses. Best shared connection that is shared with other customers.	Price	Quantity
	\$1,495.00	<input type="checkbox"/>
<b>Business Select: Up to 10 Mbps</b> Single drop with 1 private (NAT) IP address. Order up to 10 total IP addresses. Up to 10 Mbps connection that is shared with other customers.	\$995.00	<input type="checkbox"/>
<b>Business Starter: Up to 3 Mbps</b> Single drop with 1 private (NAT) IP address. Order up to 3 total IP addresses. Basic connection that is shared with other customers.	\$745.00	<input type="checkbox"/>

#### Dedicated Bandwidth Services (Dedicated Bandwidth, NOT SHARED)

<b>High Bandwidth Internet speeds from 300 Mbps up to 10 Gbps are available</b>	Call for pricing	<input type="checkbox"/>
<b>Business Professional Plus: 200 Mbps</b> Single drop with 3 public IP addresses. Order up to 20 total IP addresses. Dedicated connection, NOT SHARED.	\$60,000.00	<input type="checkbox"/>
<b>Business Professional Plus: 100 Mbps</b> Single drop with 3 public IP addresses. Order up to 20 total IP addresses. Dedicated connection, NOT SHARED.	\$42,000.00	<input type="checkbox"/>
<b>Business Professional Plus: 50 Mbps</b> Single drop with 3 public IP addresses. Order up to 20 total IP addresses. Dedicated connection, NOT SHARED.	\$26,500.00	<input type="checkbox"/>
<b>Business Professional Plus: 25 Mbps</b> Single drop with 3 public IP addresses. Order up to 20 total IP addresses. Dedicated connection, NOT SHARED, best option for large data transfers, video uploads and downloads.	\$14,300.00	<input type="checkbox"/>
<b>Business Select Plus: 10 Mbps</b> Single drop with 3 public IP addresses. Order up to 10 total IP addresses. Dedicated connection, NOT SHARED, good for robust browsing, video and audio streaming.	\$6,100.00	<input type="checkbox"/>
<b>Business Starter Plus: 3 Mbps</b> Single drop with 3 public IP addresses. No additional IP addresses allowed. Dedicated connection, NOT SHARED, good for robust web browsing.	\$3,500.00	<input type="checkbox"/>

### Additional Products and Services

<b>Patch cables</b> - Ethernet Cat 5 Cable	\$80.00 each	<input type="checkbox"/>
<b>Switch rental</b> - Up to 24 port (10/100 unmanaged)	\$220.00 each	<input type="checkbox"/>
<b>Additional IP address</b>	\$164.00 each	<input type="checkbox"/>
<b>Additional Locations</b> - Additional drop for dedicated bandwidth products only.	\$795.00 each	<input type="checkbox"/>
<b>Labor/Floor work</b> - The 20% early ordering discount does not apply.	\$75.00/hour	<input type="checkbox"/>
<b>Outside Distance Fee</b>	\$500.00	<input type="checkbox"/>

To maximize your Wi-Fi experience Cox Business utilizes 802.11ac network standard, the latest in Wi-Fi 5GHz technology. Please ensure your device(s) is compatible.

**Total:** \_\_\_\_\_

**Please email your completed form. Once your order is received you will be contacted by one of our customer service representatives to confirm your services and to process payment.**

**Booth Diagram Information - Internet**

Please indicate on the grid, the location of your Internet drop(s).  
If no location is indicated, Internet drop will be placed in the middle back of the booth.

This booth diagram or a detailed floor plan must be submitted with your order

Adjacent Booth # \_\_\_\_\_


Adjacent Booth # \_\_\_\_\_

Adjacent Booth # \_\_\_\_\_

Adjacent Booth # \_\_\_\_\_

## TERMS AND CONDITIONS OF SERVICE

**1. Service and Installation** Cox Communications Las Vegas, Inc. d/b/a Cox Business ("Cox"), shall provide Customer with certain services ("Services") and equipment ("Equipment") as described on the first page for the use of Customer and Customer's agents, independent contractors and guests attending or participating in an event hosted by Customer ("Customer's Guest"). Customer understands that Cox is the exclusive provider of all Voice, Data and Video services at the Las Vegas Convention Center and Cashman Center (collectively, the "Facility"). Furthermore, Cox is the exclusive provider at the Facility of all floor work associated with the extension of telecommunications and networking services, including, without limitation, coax, fiber or any cabling that transmits voice, data or video. Customer shall be responsible for the acts of Customer's Guests in connection with the Services as if such acts were performed by Customer. Except to the extent caused by Cox, a Cox agent or subcontractor, Customer shall be responsible for damage to any Equipment provided hereunder. Neither Customer nor any Customer Guest may use the Services in any manner that interferes with or impairs any Cox network, whether wired or wireless, Equipment or facilities. The Equipment may be used only for the purpose of receiving the Services. For Cox Internet services, bandwidth speed options may vary. Customer acknowledges and agrees that Customer and Customer's Guests may not always receive or obtain optimal bandwidth speeds and Cox network management needs may require Cox to modify upstream and downstream speeds.

**2. Service Date and Term** This Agreement shall be effective upon execution by the parties. Services shall be provided beginning on the Event Start Date and ending on the Event End Date, as described on the first page of this Agreement. Cox shall use reasonable efforts to make the Services available by the Event Start Date; provided, however, that Cox shall not be liable for any damages whatsoever resulting from delays in meeting any service dates due to delays beyond its reasonable control.

**3. Customer Responsibilities** Customer shall ensure that Customer and Customer's Guests use the Services in compliance with all applicable laws and ordinances, as well as applicable leases and other contractual agreements between Customer and third parties. If Customer is purchasing access codes enabling Customer or Customer's Guests to access the Internet, such individuals will be required to agree to the terms of a Cox end user license agreement before accessing the Internet. If Customer is purchasing bandwidth and itself controlling access to the Internet, Customer agrees to require all individuals accessing the Internet to agree to the terms of an end user license agreement reasonably acceptable to Cox. Customer is responsible for ensuring that all Customer and Customer Guest equipment is compatible for the Services selected and with the Cox network.

**4. Equipment** Unless otherwise provided herein, Customer agrees that Cox shall retain all rights, title and interest to facilities and Equipment installed by Cox hereunder and that Customer shall not create or permit to be created any liens or encumbrances on such Equipment. Cox shall install Equipment necessary to furnish the Services to Customer. Customer shall not modify or relocate Equipment installed by Cox without the prior written consent of Cox. Customer shall not permit tampering, altering or repair of the Equipment by any person other than Cox's authorized personnel. For Cox-owned Equipment, Customer shall, at the expiration or termination of this Agreement, return the Equipment in good condition, ordinary wear and tear resulting from proper use excepted. In the event the Equipment is not returned to Cox in good condition, Customer shall be responsible for the value of such Equipment as provided on the first page of this Agreement, or if no such value is provided, for the replacement cost of such Equipment. Cox shall repair any Equipment owned by Cox at no charge to Customer provided that damage is not due to the negligence or intentional misconduct of Customer. If additional equipment not listed on the first page of this Agreement, including but not limited to, televisions, monitors, computers, circuits, software or other devices, are required by Customer to use the Services, Customer shall be responsible for such equipment.

**5. Resale of Service** Neither Customer nor any Customer Guest may resell any portion of the Services to any other party.

**6. Default** If Customer or any Customer Guest fails to comply with any material provision of this Agreement, including, but not limited to failure to make payment as specified, then Cox, at its sole option, may elect to pursue one or more of the following courses of action upon proper notice to Customer as required by applicable law: (i) terminate service whereupon all sums then due and payable shall become immediately due and payable, (ii) suspend all or any part of Services, and/or (iii) pursue any other remedies, including reasonable attorneys' fees, as may be provided at law or in equity, including the applicable termination liabilities.

**7. Termination** Cox reserves the right to require Customer to pay an early termination fee equal to 10% of the Cox services ordered, if Customer cancels an order after the order is placed, but before the installation date. No refunds will be provided to orders which are canceled after they have been installed. Wireless devices not authorized by Cox are prohibited. Use of any device that interferes with Cox's network is prohibited. If there is signal interference, Cox may terminate this Agreement if Cox cannot resolve the interference by using commercially reasonable efforts. If Cox loses its right to sell Services at the Facility, Cox may assign this Agreement to a third party or terminate this Agreement by providing written notice to Customer and by refunding all prepaid amounts to Customer.

**8. LIMITATION OF LIABILITY** COX SHALL NOT BE LIABLE FOR DAMAGES FOR FAILURE TO FURNISH OR INTERRUPTION OF ANY SERVICES, NOR SHALL COX BE RESPONSIBLE FOR FAILURE OR ERRORS IN SIGNAL TRANSMISSION, LOST DATA, FILES OR SOFTWARE DAMAGE REGARDLESS OF THE CAUSE. COX SHALL NOT BE LIABLE FOR DAMAGE TO PROPERTY OR FOR INJURY TO ANY PERSON ARISING FROM THE INSTALLATION OR REMOVAL OF EQUIPMENT UNLESS CAUSED BY THE NEGLIGENCE OF COX. UNDER NO CIRCUMSTANCES WILL COX BE LIABLE FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES INCLUDING LOST PROFITS ARISING FROM THIS AGREEMENT. COX'S MAXIMUM LIABILITY TO CUSTOMER ARISING UNDER THIS AGREEMENT SHALL BE THE LESSER OF \$5,000.00 OR THE AMOUNT ACTUALLY PAID BY CUSTOMER FOR SERVICES HEREUNDER.

**9. Assignment** Customer may not assign, in whole or in part, this Agreement without the prior written consent of Cox, which consent may be withheld in Cox's discretion. Cox may assign this Agreement and Service may be provided by one or more legally authorized Cox affiliates.

**10. WARRANTIES EXCEPT AS PROVIDED HEREIN, THERE ARE NO AGREEMENTS, WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, RELATING TO THE SERVICES. SERVICES PROVIDED ARE A BEST EFFORTS SERVICE AND COX DOES NOT WARRANT THAT THE SERVICES, EQUIPMENT OR SOFTWARE SHALL BE ERROR-FREE OR WITHOUT INTERRUPTION. COX MAKES NO WARRANTY AS TO TRANSMISSION OR UPSTREAM OR DOWNSTREAM SPEEDS OF THE NETWORK.**

**11. INDEMNITY** Customer shall indemnify and hold Cox and its respective affiliates, subcontractors, employees and agents harmless (including payment of reasonable attorney's fees) from and against any claims, actions or demands relating to or arising out of Customer's or Customer's Guests use of the Service including without limitation (i) any content or software displayed, distributed or otherwise disseminated by Customer, its employees, or Customer's Guests or (ii) any malicious act or act in violation of any laws committed by Customer, its employees or Customer's Guests.

**12. Viruses, Content, Customer Information** Software or content obtained from the use of Service may contain viruses or other harmful features and Customer is solely responsible for protecting Customer and Customer's guests' networks, equipment and software through the use of firewalls, anti-virus, and other security devices. Through the use of the Service, Customer may obtain or discover content that is offensive or illegal and Customer assumes the risk and is solely responsible for its access to such content. Cox may disclose Customer information to law enforcement or to any Cox affiliate. Cox may delete any Internet traffic or e-mail that contains a virus. If Customer operates a wireless local access network in connection with the Services, Customer is solely responsible for the security of its network.

**13. Public Performance** If Customer engages in a public performance of any copyrighted material through use of the Services provided under this Agreement, the Customer, and not Cox, shall be responsible for obtaining any public performing licenses. Any Video Service that Cox provides under this Agreement does not include a public performance license.

**14. Regulatory Authority-Force Majeure** This Agreement and the obligations of the parties shall be subject to modification to comply with all applicable laws, regulations, court rulings, and administrative orders, as amended. In no event shall either party have any claim against the other for failure of performance if such failure is caused by acts of God, natural disasters including fire, flood, or winds, civil or military action, including riots, civil insurrections or acts of terrorists or the taking of property by condemnation.

**15. Miscellaneous** This Agreement constitutes the entire agreement between Cox and Customer for the Services and equipment provided herein. The invalidity or unenforceability of any term or condition of this Agreement shall not affect the validity or enforceability of any other provision. Except as provided herein, this Agreement may be modified, waived or amended only by a written amendment signed by both parties. The rights and obligations of the parties under this Agreement shall be governed by the laws of the State of Nevada. The failure by either party to exercise one or more rights provided in this Agreement shall not be deemed a waiver of the right to exercise such right in the future. Notices required by this Agreement shall be in writing and shall be delivered either by personal delivery or by mail. If delivered by mail, notices shall be sent by any express mail service; or by certified or registered mail, return receipt requested; with all postage and charges prepaid. All notices and other written communications under this Agreement shall be addressed to the parties at the addresses on the first page of this Agreement, or as specified by subsequent written notice delivered by the party whose address has changed. Any provision that should by its nature survive the termination or expiration of this Agreement shall survive such termination or expiration. Cox network management needs may require Cox to modify upstream and downstream speeds. Use of the data, Internet, web conferencing/web hosting Services is subject to the "AUP" at <http://ww2.cox.com/aboutus/policies/business-policies.cox>. Certain Services are regulated by the FCC and the Nevada Public Utility Commission and subject to the "Nevada Service Guide" at <http://ww2.cox.com/business/voice/regulatory.cox>. The "General Terms" posted at <http://ww2.cox.com/aboutus/policies/business-general-terms.cox>, the AUP and the Nevada Service Guide are incorporated herein by reference. Cox, in its sole discretion, may modify, supplement or delete any portion of the General Terms, the AUP or the Nevada Service Guide from time to time, without additional notice to Customer, and any such changes will be effective upon Cox publishing such changes on the applicable website listed above. BY EXECUTING THIS AGREEMENT AND/OR USING OR PAYING FOR THE SERVICES, CUSTOMER ACKNOWLEDGES THAT IT HAS READ, UNDERSTOOD, AND AGREED TO BE BOUND BY THE GENERAL TERMS, the AUP and the Nevada Service Guide. If applicable to the Service, Customer shall pay sales, use, gross receipts, and excise taxes, access fees and all other fees, universal service fund assessments, 911 fees, franchise fees, bypass or other local, state and Federal taxes or charges, and deposits, imposed on the use of the Services. All orders are subject to approval of Cox.

Event Name:	_____
Event Start Date:	/    /
Event End Date:	/    /
Booth/Room #:	_____
On-Site Contact:	_____
Cell #:	_____
On-Site Contact Email Address:	_____

Company Name:	_____	
Billing Name:	_____	
Billing Address:	_____	
City:	State:	Zip:
Country:	_____	
Phone #:	_____	
Billing Contact Email Address:	_____	

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**20% Early Ordering Discount - Final order and payment must be received 30 days prior to the listed event start date.  
A 20% Expedite Fee will be applied to any order placed 72 hours or less before the listed event start date.**

**Wi-Fi Hotspots**

Service will be available a day before the event through a day after the event in one specific area serviced by one Wi-Fi access point.

	3.0 Mbps/Price	Quantity	5.0 Mbps/Price	Quantity
<b>Wi-Fi Hotspot: Up to 10 Users</b>	\$2,200.00	<input type="checkbox"/>	\$2,800.00	<input type="checkbox"/>
<b>Wi-Fi Hotspot: Up to 25 Users</b>	\$3,200.00	<input type="checkbox"/>	\$4,000.00	<input type="checkbox"/>
<b>Wi-Fi Hotspot: Up to 50 Users</b>	\$4,500.00	<input type="checkbox"/>	\$5,500.00	<input type="checkbox"/>
<b>Wi-Fi Hotspot: Up to 100 Users*</b>	\$6,800.00	<input type="checkbox"/>	\$8,500.00	<input type="checkbox"/>
<b>*Additional block of 50 Users</b> (Available only with Wi-Fi Hotspot of 100 Users)	\$3,000.00	<input type="checkbox"/>	\$3,750.00	<input type="checkbox"/>
<b>Splash Page with sponsor logo</b> (Splash page template provided by Cox Business)	\$2,500.00	<input type="checkbox"/>	\$2,500.00	<input type="checkbox"/>
<b>Redirect Landing Page</b> (Customer specific URL)	\$2,500.00	<input type="checkbox"/>	\$2,500.00	<input type="checkbox"/>
<b>Total:</b>	_____		<b>Total:</b>	_____

**Additional Services**

<b>Labor/Floor work</b> The 20% early ordering discount does not apply.	\$75.00/hr	<input type="checkbox"/>
<b>Outside Distance Fee</b>	\$500.00	<input type="checkbox"/>

To maximize your Wi-Fi experience Cox Business utilizes 802.11ac network standard, the latest in Wi-Fi 5GHz technology. Please ensure your device(s) is compatible.

**Total:** \_\_\_\_\_

**Customer SSID and Password**

Customer SSID

Customer Password (WPA2 Key) - minimum 8 characters and case sensitive.

**Please email your completed form. Once your order is received you will be contacted by one of our customer service representatives to confirm your services and to process payment.**

Taxes and fees, if applicable, are additional and subject to change from time to time. Customer agrees to pay Cox Business for any additional taxes and fees that are not listed on this page upon receipt of an invoice from Cox Business. Customer shall be responsible for the value of unreturned Cox owned equipment after event. The value of unreturned equipment will be the price listed on the order form, plus an additional 20% lost equipment fee. Prices are subject to change at any time without notice.

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**9. Assignment** Customer may not assign, in whole or in part, this Agreement without the prior written consent of Cox, which consent may be withheld in Cox's discretion. Cox may assign this Agreement and Service may be provided by one or more legally authorized Cox affiliates.

**10. WARRANTIES EXCEPT AS PROVIDED HEREIN, THERE ARE NO AGREEMENTS, WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, RELATING TO THE SERVICES. SERVICES PROVIDED ARE A BEST EFFORTS SERVICE AND COX DOES NOT WARRANT THAT THE SERVICES, EQUIPMENT OR SOFTWARE SHALL BE ERROR-FREE OR WITHOUT INTERRUPTION. COX MAKES NO WARRANTY AS TO TRANSMISSION OR UPSTREAM OR DOWNSTREAM SPEEDS OF THE NETWORK.**

**11. INDEMNITY** Customer shall indemnify and hold Cox and its respective affiliates, subcontractors, employees and agents harmless (including payment of reasonable attorney's fees) from and against any claims, actions or demands relating to or arising out of Customer's or Customer's Guests use of the Service including without limitation (i) any content or software displayed, distributed or otherwise disseminated by Customer, its employees, or Customer's Guests or (ii) any malicious act or act in violation of any laws committed by Customer, its employees or Customer's Guests.

**12. Viruses, Content, Customer Information** Software or content obtained from the use of Service may contain viruses or other harmful features and Customer is solely responsible for protecting Customer and Customer's guests' networks, equipment and software through the use of firewalls, anti-virus, and other security devices. Through the use of the Service, Customer may obtain or discover content that is offensive or illegal and Customer assumes the risk and is solely responsible for its access to such content. Cox may disclose Customer information to law enforcement or to any Cox affiliate. Cox may delete any Internet traffic or e-mail that contains a virus. If Customer operates a wireless local access network in connection with the Services, Customer is solely responsible for the security of its network.

**13. Public Performance** If Customer engages in a public performance of any copyrighted material through use of the Services provided under this Agreement, the Customer, and not Cox, shall be responsible for obtaining any public performing licenses. Any Video Service that Cox provides under this Agreement does not include a public performance license.

**14. Regulatory Authority-Force Majeure** This Agreement and the obligations of the parties shall be subject to modification to comply with all applicable laws, regulations, court rulings, and administrative orders, as amended. In no event shall either party have any claim against the other for failure of performance if such failure is caused by acts of God, natural disasters including fire, flood, or winds, civil or military action, including riots, civil insurrections or acts of terrorists or the taking of property by condemnation.

**15. Miscellaneous** This Agreement constitutes the entire agreement between Cox and Customer for the Services and equipment provided herein. The invalidity or unenforceability of any term or condition of this Agreement shall not affect the validity or enforceability of any other provision. Except as provided herein, this Agreement may be modified, waived or amended only by a written amendment signed by both parties. The rights and obligations of the parties under this Agreement shall be governed by the laws of the State of Nevada. The failure by either party to exercise one or more rights provided in this Agreement shall not be deemed a waiver of the right to exercise such right in the future. Notices required by this Agreement shall be in writing and shall be delivered either by personal delivery or by mail. If delivered by mail, notices shall be sent by any express mail service; or by certified or registered mail, return receipt requested; with all postage and charges prepaid. All notices and other written communications under this Agreement shall be addressed to the parties at the addresses on the first page of this Agreement, or as specified by subsequent written notice delivered by the party whose address has changed. Any provision that should by its nature survive the termination or expiration of this Agreement shall survive such termination or expiration. Cox network management needs may require Cox to modify upstream and downstream speeds. Use of the data, Internet, web conferencing/web hosting Services is subject to the "AUP" at <http://ww2.cox.com/aboutus/policies/business-policies.cox>. Certain Services are regulated by the FCC and the Nevada Public Utility Commission and subject to the "Nevada Service Guide" at <http://ww2.cox.com/business/voice/regulatory.cox>. The "General Terms" posted at <http://ww2.cox.com/aboutus/policies/business-general-terms.cox>, the AUP and the Nevada Service Guide are incorporated herein by reference. Cox, in its sole discretion, may modify, supplement or delete any portion of the General Terms, the AUP or the Nevada Service Guide from time to time, without additional notice to Customer, and any such changes will be effective upon Cox publishing such changes on the applicable website listed above. BY EXECUTING THIS AGREEMENT AND/OR USING OR PAYING FOR THE SERVICES, CUSTOMER ACKNOWLEDGES THAT IT HAS READ, UNDERSTOOD, AND AGREED TO BE BOUND BY THE GENERAL TERMS, the AUP and the Nevada Service Guide. If applicable to the Service, Customer shall pay sales, use, gross receipts, and excise taxes, access fees and all other fees, universal service fund assessments, 911 fees, franchise fees, bypass or other local, state and Federal taxes or charges, and deposits, imposed on the use of the Services. All orders are subject to approval of Cox.



**Booth Diagram Information - Voice and Video**

Please indicate on the grid, the location of your Voice and Video drop(s).  
If no location is indicated, Voice and Video drop(s) will be placed in the middle back of the booth.

This booth diagram or a detailed floor plan must be submitted with your order

Adjacent Booth # \_\_\_\_\_


Adjacent Booth # \_\_\_\_\_

Adjacent Booth # \_\_\_\_\_

Adjacent Booth # \_\_\_\_\_

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**2. Service Date and Term** This Agreement shall be effective upon execution by the parties. Services shall be provided beginning on the Event Start Date and ending on the Event End Date, as described on the first page of this Agreement. Cox shall use reasonable efforts to make the Services available by the Event Start Date; provided, however, that Cox shall not be liable for any damages whatsoever resulting from delays in meeting any service dates due to delays beyond its reasonable control.

**3. Customer Responsibilities** Customer shall ensure that Customer and Customer's Guests use the Services in compliance with all applicable laws and ordinances, as well as applicable leases and other contractual agreements between Customer and third parties. If Customer is purchasing access codes enabling Customer or Customer's Guests to access the Internet, such individuals will be required to agree to the terms of a Cox end user license agreement before accessing the Internet. If Customer is purchasing bandwidth and itself controlling access to the Internet, Customer agrees to require all individuals accessing the Internet to agree to the terms of an end user license agreement reasonably acceptable to Cox. Customer is responsible for ensuring that all Customer and Customer Guest equipment is compatible for the Services selected and with the Cox network.

**4. Equipment** Unless otherwise provided herein, Customer agrees that Cox shall retain all rights, title and interest to facilities and Equipment installed by Cox hereunder and that Customer shall not create or permit to be created any liens or encumbrances on such Equipment. Cox shall install Equipment necessary to furnish the Services to Customer. Customer shall not modify or relocate Equipment installed by Cox without the prior written consent of Cox. Customer shall not permit tampering, altering or repair of the Equipment by any person other than Cox's authorized personnel. For Cox-owned Equipment, Customer shall, at the expiration or termination of this Agreement, return the Equipment in good condition, ordinary wear and tear resulting from proper use excepted. In the event the Equipment is not returned to Cox in good condition, Customer shall be responsible for the value of such Equipment as provided on the first page of this Agreement, or if no such value is provided, for the replacement cost of such Equipment. Cox shall repair any Equipment owned by Cox at no charge to Customer provided that damage is not due to the negligence or intentional misconduct of Customer. If additional equipment not listed on the first page of this Agreement, including but not limited to, televisions, monitors, computers, circuits, software or other devices, are required by Customer to use the Services, Customer shall be responsible for such equipment.

**5. Resale of Service** Neither Customer nor any Customer Guest may resell any portion of the Services to any other party.

**6. Default** If Customer or any Customer Guest fails to comply with any material provision of this Agreement, including, but not limited to failure to make payment as specified, then Cox, at its sole option, may elect to pursue one or more of the following courses of action upon proper notice to Customer as required by applicable law: (i) terminate service whereupon all sums then due and payable shall become immediately due and payable, (ii) suspend all or any part of Services, and/or (iii) pursue any other remedies, including reasonable attorneys' fees, as may be provided at law or in equity, including the applicable termination liabilities.

**7. Termination** Cox reserves the right to require Customer to pay an early termination fee equal to 10% of the Cox services ordered, if Customer cancels an order after the order is placed, but before the installation date. No refunds will be provided to orders which are canceled after they have been installed. Wireless devices not authorized by Cox are prohibited. Use of any device that interferes with Cox's network is prohibited. If there is signal interference, Cox may terminate this Agreement if Cox cannot resolve the interference by using commercially reasonable efforts. If Cox loses its right to sell Services at the Facility, Cox may assign this Agreement to a third party or terminate this Agreement by providing written notice to Customer and by refunding all prepaid amounts to Customer.

**8. LIMITATION OF LIABILITY** COX SHALL NOT BE LIABLE FOR DAMAGES FOR FAILURE TO FURNISH OR INTERRUPTION OF ANY SERVICES, NOR SHALL COX BE RESPONSIBLE FOR FAILURE OR ERRORS IN SIGNAL TRANSMISSION, LOST DATA, FILES OR SOFTWARE DAMAGE REGARDLESS OF THE CAUSE. COX SHALL NOT BE LIABLE FOR DAMAGE TO PROPERTY OR FOR INJURY TO ANY PERSON ARISING FROM THE INSTALLATION OR REMOVAL OF EQUIPMENT UNLESS CAUSED BY THE NEGLIGENCE OF COX. UNDER NO CIRCUMSTANCES WILL COX BE LIABLE FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES INCLUDING LOST PROFITS ARISING FROM THIS AGREEMENT. COX'S MAXIMUM LIABILITY TO CUSTOMER ARISING UNDER THIS AGREEMENT SHALL BE THE LESSER OF \$5,000.00 OR THE AMOUNT ACTUALLY PAID BY CUSTOMER FOR SERVICES HEREUNDER.

**9. Assignment** Customer may not assign, in whole or in part, this Agreement without the prior written consent of Cox, which consent may be withheld in Cox's discretion. Cox may assign this Agreement and Service may be provided by one or more legally authorized Cox affiliates.

**10. WARRANTIES EXCEPT AS PROVIDED HEREIN, THERE ARE NO AGREEMENTS, WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, RELATING TO THE SERVICES. SERVICES PROVIDED ARE A BEST EFFORTS SERVICE AND COX DOES NOT WARRANT THAT THE SERVICES, EQUIPMENT OR SOFTWARE SHALL BE ERROR-FREE OR WITHOUT INTERRUPTION. COX MAKES NO WARRANTY AS TO TRANSMISSION OR UPSTREAM OR DOWNSTREAM SPEEDS OF THE NETWORK.**

**11. INDEMNITY** Customer shall indemnify and hold Cox and its respective affiliates, subcontractors, employees and agents harmless (including payment of reasonable attorney's fees) from and against any claims, actions or demands relating to or arising out of Customer's or Customer's Guests use of the Service including without limitation (i) any content or software displayed, distributed or otherwise disseminated by Customer, its employees, or Customer's Guests or (ii) any malicious act or act in violation of any laws committed by Customer, its employees or Customer's Guests.

**12. Viruses, Content, Customer Information** Software or content obtained from the use of Service may contain viruses or other harmful features and Customer is solely responsible for protecting Customer and Customer's guests' networks, equipment and software through the use of firewalls, anti-virus, and other security devices. Through the use of the Service, Customer may obtain or discover content that is offensive or illegal and Customer assumes the risk and is solely responsible for its access to such content. Cox may disclose Customer information to law enforcement or to any Cox affiliate. Cox may delete any Internet traffic or e-mail that contains a virus. If Customer operates a wireless local access network in connection with the Services, Customer is solely responsible for the security of its network.

**13. Public Performance** If Customer engages in a public performance of any copyrighted material through use of the Services provided under this Agreement, the Customer, and not Cox, shall be responsible for obtaining any public performing licenses. Any Video Service that Cox provides under this Agreement does not include a public performance license.

**14. Regulatory Authority-Force Majeure** This Agreement and the obligations of the parties shall be subject to modification to comply with all applicable laws, regulations, court rulings, and administrative orders, as amended. In no event shall either party have any claim against the other for failure of performance if such failure is caused by acts of God, natural disasters including fire, flood, or winds, civil or military action, including riots, civil insurrections or acts of terrorists or the taking of property by condemnation.

**15. Miscellaneous** This Agreement constitutes the entire agreement between Cox and Customer for the Services and equipment provided herein. The invalidity or unenforceability of any term or condition of this Agreement shall not affect the validity or enforceability of any other provision. Except as provided herein, this Agreement may be modified, waived or amended only by a written amendment signed by both parties. The rights and obligations of the parties under this Agreement shall be governed by the laws of the State of Nevada. The failure by either party to exercise one or more rights provided in this Agreement shall not be deemed a waiver of the right to exercise such right in the future. Notices required by this Agreement shall be in writing and shall be delivered either by personal delivery or by mail. If delivered by mail, notices shall be sent by any express mail service; or by certified or registered mail, return receipt requested; with all postage and charges prepaid. All notices and other written communications under this Agreement shall be addressed to the parties at the addresses on the first page of this Agreement, or as specified by subsequent written notice delivered by the party whose address has changed. Any provision that should by its nature survive the termination or expiration of this Agreement shall survive such termination or expiration. Cox network management needs may require Cox to modify upstream and downstream speeds. Use of the data, Internet, web conferencing/web hosting Services is subject to the "AUP" at <http://ww2.cox.com/aboutus/policies/business-policies.cox>. Certain Services are regulated by the FCC and the Nevada Public Utility Commission and subject to the "Nevada Service Guide" at <http://ww2.cox.com/business/voice/regulatory.cox>. The "General Terms" posted at <http://ww2.cox.com/aboutus/policies/business-general-terms.cox>, the AUP and the Nevada Service Guide are incorporated herein by reference. Cox, in its sole discretion, may modify, supplement or delete any portion of the General Terms, the AUP or the Nevada Service Guide from time to time, without additional notice to Customer, and any such changes will be effective upon Cox publishing such changes on the applicable website listed above. BY EXECUTING THIS AGREEMENT AND/OR USING OR PAYING FOR THE SERVICES, CUSTOMER ACKNOWLEDGES THAT IT HAS READ, UNDERSTOOD, AND AGREED TO BE BOUND BY THE GENERAL TERMS, the AUP and the Nevada Service Guide. If applicable to the Service, Customer shall pay sales, use, gross receipts, and excise taxes, access fees and all other fees, universal service fund assessments, 911 fees, franchise fees, bypass or other local, state and Federal taxes or charges, and deposits, imposed on the use of the Services. All orders are subject to approval of Cox.