

SMART CITY 3720 HOWARD HUGHES PKWY LAS VEGAS, NEVADA 89109 888-446-6911 702-943-6CES

LAS VEGAS CONVENTION CENTER TELEPHONE SERVICE CONTRACT

EARLY ORDER DEADLINE: 12 / 5 / 05

Silial LCILY 702-943-6	0001 (FAX)									2.12 211 (2	. 12 / 6 / 66
Company Name			Higher rates will apply			2006 International					
			starting: 12 / 6 / 05			V	1			PRODUCED BY	
Billing Name			Show I								CEA
			1/5/0			8/06		1			
Billing Address			Booth / Room			DEFI	NING T	OMORRO	OW'S TECHNOLOGY		
City, State/Country, Zip		E-mail					I			tory is published, de me and assigned nu Yes No	
Contact		Telephone			Fax Number () -						
Credit Card No. Expiration Cardho		older Signature(2)			Print / Type Cardholder Name						
Description of Servi	ce		Туре	QTY	(Price	+			tance Deposit nnel/Circuit)	Total
1. Standard Line (PBX, must dial 9 ther	n the number)										
a. Line without a telephone (unrestricted long	g distance)		LO		(\$	235	+	\$	25)		
b. Multi-Line Phone w/1 main Number & 1 ro	llover line (unres	stricted)	ML		(\$	375	+	\$	25)		
c. Refundable Multi-Line Instrument Deposit (6)			ML-INST		\$	100					
2. Dedicated Line (Direct line do not di	al 9)										
a. For Modem use (no Instrument) (unrestric	ted) – Limited Q	uantity	DL		(\$	375	+	\$	25)		
3. Telephone Special Services											
a. Telephone Instrument (Single Line, Touchtone)			SL / DI		\$	31.50					
b. Long Distance Restrictions (Local / Credit Card)			TLD / CC		\$	20					
c. ISDN Line 128 K BRI (2B + D) (unrestricted) – Limited Quantity		IP		(\$	550	+	\$	200)			
4. Dry Pair (3rd Party Circuit Extended fro	om D-Mark to B	ooth)-	Must order	circuit /	dial	tone fron	n loca	al Be	II Co o	r Other Provide	er.
a. Analog Extended Pots line from D-Mark to	Booth		DP		\$	200					
b. ISDN BRI Extended circuit from D-Mark to Booth		IS		\$	400						
c. DSL Extended circuit from D-Mark to Booth		HL		\$	400						
d. T-1 Extended voice circuit from D-Mark to Booth		T1		\$	2,000						
e. Special Quote – Attachment A or SOW (if applicable)		MT			(Call 8	388-4	46-6	911 fo	r quote)		
5. Other						(Call 8	388-4	46-6	911 fo	r 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 on or after 12 / 6 /			05).					X	(nun	nber of lines)	
				(nun	nber of lines)						
SUBTOTAL				UBTOTAL							
All unused portions of deposits returned with final billing. ESTIMATED 15% TAX / FEES DEPOSIT = SUBTOTAL x 15%											
PAYMENT MUST ACCOMPANY ORD	ER. Credit Ca	ard users	s may fax o	rder to	702	-943-600)1		GRAI	ND TOTAL	

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.
- 3. Installations are due 24 hours prior to show opening.

Customer Acceptance of Terms and Conditions: __

- 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.
- 5. Smart City has the **exclusive** contract **to install** all voice and data communications **cabling**. This includes all cabling to booths, within booths (under carpet and flooring) and from booth-to-booth. Fiber optic, twisted pair (category 3 and 5), Co-axial and all other data and telephone cables fall under Smart City's area of responsibility.
- One Multi-Line Instrument Deposit is required for each Multi-line Circuit ordered.

Date:

7. Attach any required additional floor plans/diagrams.

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

Indicate location in Booth with an X.	FOR SMART CITY USE:
Island Aisle #	Type of Service Exhibitor No. <u>06 - 030 - 125 -</u>
Standard # # # # # # # # # # # # # # # # # #	Extension #(s) Payment Rec'd Special Instructions
Important Important Include floor plan w/orientation. A move fee starting at \$100 per line may apply to relocate the circuit after it is Installed	CSR DATE

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 in full and order must be received no later than 12/5/05 or a \$75.00 per line expedite charge will be applied. If ordering on site or after 12/26/05 there is a \$150.00 per circuit charge applied. Any unpaid balance after close of show will incur a 1.5% / month finance charge.
- The prices listed on this contract do not include Federal, State, Local or Other Taxes and Tax surcharges. Taxes/Tax surcharges will be included on your final bill. Smart City's Federal ID is 65-0524748.
- 3. Conditions for processing service contract / On-time Installation:
 - (a) Payment for service must accompany contract. (b) Incomplete contract forms will delay processing, please provide all information requested. (c) Booth number(s) must be identified on face of form. (d) Complete Floor Plan itemizing location of circuit(s) in booth must be designated on form or customer provided diagram(s) by 12/21/05. (e) Customer provided / ordered circuits must be installed and working by 12/24/05. (f) Customers must provide Smart City with Circuit Number and Provider's name. (g) Orders / changes received after 12/23/05 will be worked after other orders are complete.
- 4. Equipment Management:
 - (a) 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.
- 5. Any problems should be reported to the Smart City Service Desk.
- Claims will not be considered unless filed in writing by Exhibitor prior to close of Show.
- 7. 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.
- 8. CANCELLATION (a) There is a minimum \$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. (b) Some broadband services and special circuits cannot be cancelled once ordered and will incur full charges listed / quoted. (c) Credit will not be given for service installed and not used.

- 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.
- 10. 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.
- 11. There will be a \$25.00 service charge for all returned checks.
- 12. Long Distance and Directory Assistance:
 - **(A)** 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). **(B)** 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.

- NOTE: THE EXHIBITOR IS RESPONSIBLE FOR ALL LONG DISTANCE, DIRECTORY ASSISTANCE AND OPERATOR ASSISTED CHARGES AGAINST ASSIGNED TELEPHONE NUMBER(S).
- 13. In the case of a call which is not connected, but where the called telephone is allowed to ring for more than 30 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.
- 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.
- Prices are based upon current rates and are subject to change without notice.

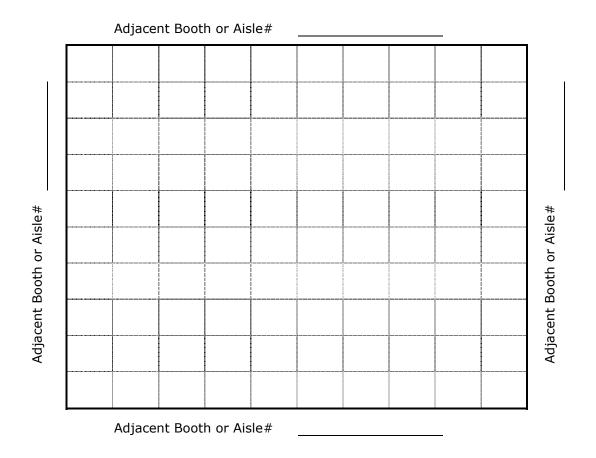
	otice.		
(Complete and I	Return To	
*** ORDERIN	G SERVICES ***	*** FLOOR PLANS ***	
MAIL CHECK OR I	FAX PAYMENT W/OF	RDER AND FLOOR PLAN TO:	
	JGHES PKWY SUITI	E #190	
LAS VEGAS, NEV		EAN (700) 040 (001	
(888) 446-6911	702-943-6CES	FAX (702) 943-6001	

Floor Work/Labor - Communication Cables

Center:	Las Vegas CC (030) - NV	Booth Name:	
Show:	INTERNATIONAL CES 2006	Booth/Room #:	
	_	Customer/Ref	06 - 030 - 125 -

Smart City has the exclusive contract to install all Voice and Data communications cabling. This includes cabling to booths, within booths (under carpet and flooring) and from booth-to-booth. Fiber Optic, twisted pair (Category 3 and 5), co-axial and all other data and telecommunication cable fall under Smart City's area of expertise.

IMPORTANT!! Prior to installation of service, a complete floor plan is required. Please utilize this grid should you not have your own floor plan to send us. You may use a different floor plan for each service group (Telephone, Internet etc) or combine on one floor plan. For a floor plan to be considered complete it **must** include all the information listed below (Main drop "MDL", designated location of items within the booth, surrounding booths, scale-length and width).



- Main Distribution Location (MDL) The originating line(s) for service, whether from overhead, a floor pocket or a column, will be delivered to a "MDL" before being distributed within your booth. Example: Storage area, back of booth, etc. (unless specified, the default for the "MDL" will be the back of the booth or at Smart City's discretion, the most convenient location). All distribution of services to their final destination within the booth will originate from the Main Distribution Location "MDL". A per line move fee will apply to relocate services within your booth after they have been engineered and/or installed.
- \mathbf{I} = Location of Telephones, Fax lines or other telecommunications equipment " \mathbf{T} ".
- I / H / P / C = Location of primary Internet Service "I", Hubs "H", Patch Cables "P" and / or Computers "C". For Smart City to perform your floor work, you will need to indicate the location of each item you want cabled. Make sure and order your floor work, hubs, and patch cables early and in advance of the show moving in.

Orientation = The Booth or Aisle #'s surrounding your booth. A minimum of one surrounding Booth or Aisle # is required (two or more would be more helpful) for Smart City to accurately install your services.

Size = Booth dimensions (example 10x10) ______. Scale = 1 Box is equal to _____ ft.

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Show:	INTERNATIONAL CES 2006	Booth/Room #:	
		Customer/Ref #:	06 - 030 - 125 -

Smart City has the exclusive contract to install all voice and data communications cabling. This includes all cabling to booths, within booths (under carpet and flooring) and from booth-to-booth. Fiber optic, twisted pair (Category 3 and 5), coaxial and all other data and telephone cables fall under Smart City's area of responsibility.

- **♦ Labor cost** \$75.00 an hour per technician, with a one hour minimum.
- ❖ Floor work Estimated at 4 cables per hour (this is a conservative estimate assuming normal circumstances with timely request for service and a complete floor plan received by 12/21/05. Charges could be greater than our estimate for a variety of reasons such as floor work was ordered late, carpet had already been laid, obstructions / physical structures and other miscellaneous issues that can make cabling more labor intensive and time consuming).
- **❖ Smart City Cat 5 Cable** \$50 each (50 ft. cable)

Please select the floor work option that you will require for your booth:

Yes, we will need to order floor work from Smart City for our booth.
Estimated number of labor hours. Please add this to our order.
No, we will not require floor work for our booth. We will not be laying our cables across aisles or under carpet or flooring.
Please select the cabling option that you will require for your booth:
☐ Smart City Provided Cable. We prefer Smart City to provide the cable for our booth.
Number of Cat 5 Cable(s) at \$50 each. Please add this to our order.

- Exhibitor Provided Cable. We will provide our own cable for our booth and understand the following:
 We will not be placing cable across aisles, across traffic flow areas, under carpet or under flooring.
 - Smart City can only accept cable and cannot accept hubs, routers, switches or other equipment.
 - Smart City cannot guarantee service on Customer/Exhibitor provided cable(s) and/or equipment. Connectivity can be guaranteed only to the point where Smart City's services originate in the booth.
 - Any request for trouble diagnosis or problem resolution found not to be the fault of Smart City may be billed to the Exhibitor at the prevailing rate (for example, faulty equipment or damaged cable).
 - Cable(s) must be shipped to arrive by 12/21/05. Ship cables to:

Las Vegas Convention Center 3150 Paradise Rd. LVCC Warehouse (Door #12) Attn: Smart City/Chris Martinkovich Las Vegas, NV 89109





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". Best for modem use. If you purchase a telephone with your line you may keep it. A deposit must accompany your order for each line that needs 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 3rd 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 Kbps 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 each line that needs 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 each line that needs access to long distance, 800 calls and local toll calls (when applicable). Not intended for modem use!

