



Exhibitor Ethernet Service Order Form

James L. Knight Center



Email completed form to Tyanez@jlkc.com

Customer Information				Show Information	
Company Name		Ordering Contact E-mail		Booth Number	
Ordering Contact		Ordering Contact Phone		Set Up Date	
On-Site Contact		On-Site Cell Phone		Set Up Time	
Company Address				Strike Date	
City	ST: Zip:			Strike Time	
Show Name				Show Dates	

High Speed Ethernet Access (Per Booth) Exhibitor HSIA Services are Billed per Event	QTY		Discount Rate (1) (Must be ordered at least 30 days before the event)	Standard Rate	Total
1 Wired Connection		X	\$500.00	\$900.00	
Up to 2 Wireless Internet Connections(s)		x	\$250.00	\$350.00	
Additional Services (Billed as One Time Fee)	QTY		Discount Rate(1)	Standard Rate	
Additional Wired Connection(s) – Each		x	\$100.00	\$150.00	
Additional Wireless Connection(s) – Each		x	\$50.00	\$75.00	
QTY					
Installation & Set Up Fee (per booth) – Service Charge (Must include towards grand total)		x	24%	24%	
				Grand Total	

1. Orders received with payment 30 days prior to first show date qualify for discount
2. Client must pay for each device connected to the network regardless of addressing scheme used.
3. Cables and 10/100 auto sensing switches are included in Multiple device orders. *Subject to a \$150 replacement charge if switch is not returned or damaged after use.

Booth Layout Diagram

Provide orientation and mark service with an (x) for desired location



Authorized Signature: _____ Date: _____

Tony Yanez p: 305.490.4524e-mail: Tyanez@jlkc.com



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1. **Exhibitor & Payment Forms:** Please ensure all information is accurate and complete. Incomplete or missing information may delay service delivery. If you need assistance or have questions, please contact Tony Yanez by e-mail at Tyanez@jlkc.com or by phone at 305.490.4524.
2. **Service Location:** Please ensure that you have indicated the desired drop location at the bottom of the order form. If your booth is larger than the standard 10x10 booth, please contact Tony Yanez by e-mail at Tyanez@jlkc.com or by phone at 305.490.4524.
3. **Additional Devices:** Exhibitors are not permitted to place the following network devices on the network without prior approval. (Hubs, switches, routers, servers, routers or access points) These devices may cause issues across the entire network if not properly configured. If you are planning on using one of these devices in your booth please contact Tony Yanez by e-mail at Tyanez@jlkc.com or by phone at 305.490.4524.
4. **Additional Services Available upon Request:** Advanced networking solutions such as wireless access, VLAN's, and dedicated bandwidth are available upon request. Please contact Tony Yanez by e-mail at Tyanez@jlkc.com or by phone at 305.490.4524.
5. **Placing an order:** Please place your order by e-mailing all completed documents to:

Tony Yanez

Phone: 305.490.4524

tyanez@jlkc.com

6. **Required document to complete order:**
 - a. A completely filled out order form.
 - b. A completely filled out payment form.
 - c. Please make sure everything is signed.
7. **We will contact you within 48 hours to confirm your order.**

Payment Information



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Company Check or Money Order: Make payable to: James L. Knight Center @ MCCC Mail To: 400 S.E. Second Avenue, Miami, FL 33131 Attn: Accounting	Grand Total (from order form) _____
Will this be paid with a credit card? Yes No	
If paying by credit card you will be sent a secure invoice email link to pay via James L. Knight Center's SquareUp POS account	

Once Completed please e-mail to: tyanez@jlkc.com

1. A completely filled out exhibitor form.
2. A completely filled out payment form
 - a. If paying by check, please include a copy of the check when submitting your order.

Make Checks payable to "James L. Knight Center". First, email or fax a copy of the check and the filled out order form (Email to tyanez@jlkc.com). Then mail original documents to **James L. Knight Center, ATTN: Accounting Department, 400 SE Second Avenue, Miami, Florida 33131. ***DO NOT MAKE CHECKS OUT TO SINGLE DIGITS INC DIRECTLY*****

3. Make sure both the payment form and exhibitor form are signed.

By placing this order, the undersigned agrees to the terms and conditions, limited liability and acceptable use policy as stated on the back of this form.

Authorized Signature: _____ **Date:** _____



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1. **Services.** Single Digits network management services (the "Services") may include connection to the Internet. In order to provide Internet connectivity, Single Digits shall: (a) manage all data circuits; (b) provide on-site technical assistance, as needed and in the reasonable discretion of the parties; and (c) provide a twenty-four (24)-hour telephone support and monitoring of all network and access points from its network operations center.

2. **Configuration by Single Digits.** In the event that Single Digits configures any of Customer's hardware and/or software so that the Customer may use the Services, such configuration shall be undertaken with reasonable care and in keeping with standard industry practices. Under no circumstances shall Single Digits be liable to Customer for any damage caused by such configuration, and Single Digits makes no representation or warranty that any such configured hardware or software shall be in fact be compatible with the Services or returned to its original condition or configuration at any time. Any re-configuration of Customer's hardware and/or software shall be undertaken by Customer at its sole risk and expense.

3. **Limitation of Security.** Customer acknowledges that messages sent over the Internet are not guaranteed to be completely secure, and Customer shall not hold Single Digits responsible for any damages caused by any delay, loss, diversion, alteration or corruption of any messages or data which are sent or received through or by means of the Services. Communications over the Internet may be subject to interruption, transmission blackout, delayed transmission due to Internet traffic or incorrect data transmission due to the public nature of the Internet or otherwise, and Single Digits shall not be liable for any loss or damage resulting therefrom. All activities conducted in connection with Customer's use of the Services are at Customer's own risk. Single Digits does not warrant the security of any information Customer may forward or be requested to provide to any third parties.

4. **Virus Protection.** Virus Protection is the Customer's responsibility. In the event that the Customer introduces a device infected with a virus, or whose device contracts a virus while connected to the network, it is the Customer's responsibility to remove the infected device from the network until the virus is eliminated. Single Digits will assist the Customer in the event of a virus by using standard troubleshooting methods and consultation. Single Digits will not provide any virus-protection software. Pre-arranged fees and charges agreed upon by the Customer will still apply in the event of network complications due to Customer's virus-infected device.

5. **No Warranties.** Customer acknowledges that it is technically impracticable to provide Services free of faults, and Single Digits does not undertake to do so. Single Digits hereby warrants that it shall perform the Services in accordance with the terms hereof. **SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS AND ALL OTHER WARRANTIES ARE HEREBY EXPLICITLY DISCLAIMED, INCLUDING WITHOUT LIMITATION, ANY AND ALL WARRANTIES OF MERCHANTABILITY AND/OR WARRANTIES OF FITNESS FOR ANY PARTICULAR PURPOSE.** Without limiting the foregoing, it is agreed and understood that while Single Digits is obligated to facilitate connectivity to the Internet as a part of the provision of the Services, Single Digits makes no representation whatsoever as to the functionality of the Internet itself. Customer acknowledges that ultimate connectivity to the Internet depends in substantial part on the capacity of hardware, software and other means and devices which are beyond the ability of Single Digits to control or manage.

6. **Limitation of Liability.** Neither Party nor its affiliates shall be liable to each other or any third party on account of any claim; loss; lost revenues or profits; consequential, indirect, incidental or punitive damages; costs; court costs and attorneys' fees; expense or liability suffered, incurred or sustained from any cause arising from or relating to this Agreement, including, without limitation, damages claimed as a result of any temporary or permanent failure of availability or performance of the Services, unless such claim, loss, damage, cost, expense or liability stems from the willful breach or gross negligence of either party relating to its obligations under this Agreement. Each Party's entire liability for any claim, loss, damage or expense from any cause arising out of or related to this Agreement, whether based on contract, tort, warranty or on any other legal or equitable ground shall be limited solely to money damages and shall in no event exceed sums actually paid for the Services provided pursuant to this Agreement.

7. **Indemnification.** Each Party shall indemnify and hold harmless the other, the owner and manager of the property where the Services are provided, as well as each such party's officers, directors, employees, agents and assigns, from and against any claims which may result from damages caused to either Party and/or any third parties by virtue of the Parties' use of the Services and any failure thereof and all loss, cost, damage, expense or liability, including, without limitation, reasonable court costs and attorneys' fees, arising out of, in whole or in part, directly or indirectly, intentional violations of any applicable law or governmental regulation by either Party. Further, Customer acknowledges that Single Digits has no control over the content of information transmitted by Customer or its users and that Single Digits does not examine the use to which Customer or its users put the Services or the nature of the information Customer or its users send or receive. Customer shall indemnify and hold Single Digits, its stockholders, officers, directors, employees and agents harmless from any and all loss, cost, damage, expense or liability relating to or arising out of the transmission, reception, and/or content of information of whatever nature transmitted or received by Customer or its users.

8. **Service Interruptions, Modifications, and Instructions.** Customer agrees that Single Digits may, as required in its sole discretion: (a) temporarily suspend the Services for the purpose of repair, replacement, maintenance or improvement of any of Swisscom's equipment, software or telecommunication services; (b) vary the technical specification of the Services for any reason; or (c) give instructions about the use of the Services resulting from any applicable law, rule, or regulation. Such instructions shall be deemed to form part of this Agreement.

9. **Dispute Resolution.** In the event that this Agreement and/or the Services become the subject of a dispute between the parties, such dispute shall be resolved between the parties exclusively through arbitration, in accordance with this Section 9 and the commercial dispute resolution procedures of the American Arbitration Association. Each party shall select one person to act as an arbitrator, and a third arbitrator shall be chosen by the first two arbitrators (such three arbitrators, the "Panel"). The judgment on the award rendered by the Panel may be entered in any court having competent jurisdiction and shall be final, non-appealable and conclusive and binding upon the parties. The arbitration shall be held in the venue in which the event takes place. Each party shall bear its own expenses incurred in any such arbitration. The arbitrator shall not be empowered to award costs, fees or damages in excess of the limitations imposed herein to either party.

10. Miscellaneous.

A. **Force Majeure.** Single Digits shall not be liable for its failure to perform its obligations herein if such failure results from delays, failure to perform, damages, losses or destruction, or malfunction of any equipment or any consequence thereof caused or occasioned by, or due to fire, flood, water, the elements, labor disputes or shortages, utility curtailments, power failures, explosions, civil disturbances, governmental actions, shortages of equipment for supplies, general disruption of the Internet, unavailability of transportation, acts or omissions of third parties, acts of God, or any other cause beyond Single Digits reasonable control.

B. **No Waiver.** The failure of either party to enforce or insist upon compliance with any of the provisions herein or the waiver thereof, in any instance, shall not be construed as a general waiver or relinquishment of any other provision hereof.

C. **Binding Effect; Amendment.** This Agreement shall be binding upon and enforceable against Customer and anyone using or accessing the Services by or through Customer, as an employee, agent, invitee or otherwise, and Customer shall be responsible for the conduct of such persons. This Agreement may not be amended except by an instrument in writing, executed by the parties.

D. **Notices.** All notices, requests, consents, and other communications hereunder shall be in writing and shall be deemed effectively given and received upon delivery in person, or one business day after delivery by national overnight courier service or by telecopier transmission with acknowledgment of transmission receipt, in each case addressed to the parties to this Agreement.

E. **Merger.** This Agreement supersedes and merges all prior agreements, promises, understandings, statements, representations, warranties, indemnities and covenants and all inducements to the placing and accepting of this Agreement relied upon by either party herein, whether written or oral, and embodies the parties' complete and entire agreement with respect to the subject matter hereof. No statement or agreement, oral or written, made before the execution of this Agreement shall vary or modify the written terms hereof in any way whatsoever.

F. **Third Party Beneficiaries/Parties in Interest.** This Agreement has been made and is made solely for the benefits of parties, and their respective successors and permitted assigns. Nothing herein or in this Agreement is intended to confer any rights/remedies on any third party.

G. **Relationship of the Parties.** Each party hereto shall conduct itself under this Agreement as an independent contractor and not as an agent, partner, joint venturer or employee of the other party, and shall not bind or attempt to bind the other party to any contract. Nothing contained herein or in this Agreement shall be deemed to form a partnership or joint venture between the parties.

H. **Severability.** If any term or provision of this Agreement is determined to be illegal, unenforceable, or invalid in whole or in part for any reason, such illegal, unenforceable, or invalid provisions or part(s) thereof shall be stricken therefrom and such provision shall not affect the legality, enforceability, or validity of the remainder of this Agreement. If any provision, or part thereof, of this Agreement is stricken in accordance with the provisions of this section, then the stricken provision shall be replaced, to the extent possible, with a legal, enforceable, and valid provision that is as similar in tenor to the stricken provision as is legally possible.

I. **Governing Law.** This Agreement shall be governed by the laws of the Commonwealth of Virginia, regardless of its laws regarding conflicts of laws.