

Music City Center Terms and Conditions

COMMUNICATIONS AND TECHNOLOGY SERVICE ORDER FORM

*** PLEASE READ THESE TERMS AND CONDITIONS COMPLETELY.
BY PROVIDING AN AUTHORIZED SIGNATURE ON THE FRONT OF THIS SERVICE ORDER FORM,
YOU ARE AGREEING TO THE FOLLOWING TERMS AND CONDITIONS .**

- 1. PROCESSING THE SERVICE ORDER FORM** requires: **A.** Payment in US dollars for ALL services ordered. **B.** All information on the Service Order Form to be completed. Missing information will delay processing. **C.** Default placement of cabling is in rear of booths that are in rows, in the center of island booths, and in the front of meeting rooms. For special placement of voice and data lines in your booth or room fax a floor plan with desired locations provided and include a 1 hour labor charge.
- 2. EQUIPMENT PROCEDURES:** **A. Customer is responsible** for returning all equipment issued by or rented from MCC in good condition to the MCC Service Desk. **B. Lost, stolen or damaged** equipment will be charged to the customer's authorized credit card at prevailing rates.
- 3. UNLESS OTHERWISE DIRECTED,** Music City Center staff are authorized to cut floor coverings to permit installation of service. Obstructions blocking utility floor boxes are subject to relocation as necessary.
- 4. PAYMENTS AND REFUNDS:** **A. Payment in full** is required before service can be connected. **B. The "Payment Options"** section on the Service Order Form must be completed on every service order. By providing an authorized signature on the front of this form, you authorize MCC to charge the amount due as pre-payment for services ordered, as well as any charges incurred for additional services ordered during the event, to the authorized credit card. **C. Refunds** in full will be granted (except on special order items*) if requested more than 10 days prior to the event start date. A \$100 charge per each telephone/data line and a \$250 charge per each Ethernet and/or ISDN line cancelled will apply when request for cancellation is made less than 10 days prior to the event start date. (*Specially ordered services must be paid for in full, including all installation fees, once the order is placed by MCC. No refunds will be given.) **D. Services installed** but not used will not be refunded. **E. Customer service issues** must be reported to MCC prior to the close of show. In order for a refund to be considered, all claims must be filed in writing with MCC prior to the close of the event. **F: Internet speeds** are not guaranteed. **G: Power** must be ordered separately. **Price does NOT include power.**
- 5. ADVANCE ORDERS:** To receive the advance rate, advance orders must be received a minimum of fourteen (14) days prior to the first exhibitor move-in day and correct payment must accompany the order. Advance Orders shall receive priority service.
- 6. TELEPHONE, DIAL-UP INTERNET AND ISDN:** **A. Service will be** delivered over a standard RJ11 jack. **B. All lines will be** restricted from "976, 900, 10-10" dialing unless otherwise requested in writing and approved by MCC. A charge may apply for this. **C. Long distance** charges of \$.50/minute domestic and \$3.00/minute international, as well as charges for all toll calls made (Directory Assistance, etc.) will be applied to the authorized credit card provided. **D. Local and long** distance telephone service providers for voice services will be MCC's selected provider(s). **E. MCC will provide** customer with a call accounting log upon request. **F. Power must be ordered separately. Price does NOT include power.**
- 7. MCC INTERNET/DATA SERVICES:** **A. Service will be** delivered over a standard RJ45 jack or 802.11b/g wireless access points. **B. Wired service** is 10/100Mbps over a gigabit fiber-optic backbone. Wireless service is currently delivered at speeds up to 54Mbps over a gigabit fiber-optic backbone. **C. Customers will be** issued one user name and password or IP address for each connection purchased. **D. Due to the nature** of the Internet, MCC cannot guarantee any level of performance or accessibility beyond our gateway. The MCC has the capability to monitor traffic and bandwidth usage in order to maintain an acceptable level of performance from the Ethernet network for all users. **E. The choice of the** Internet Service Provider (ISP) is at the sole discretion of MCC. If the customer requires that a specific vendor provide these services, arrangements must be made 12 (twelve) weeks prior to the move in date. **F. MCC does not guarantee** the safety or security of equipment, software, or proprietary information connected to or carried over services installed by MCC and/or its sub-contractors. **G. Internet speeds** are not guaranteed. **H. Power must be ordered separately. Price does NOT include power.**
- 8. MCC PROVIDES LIMITED FIREWALL SECURITY AND NO ANTI-VIRUS PROTECTION ON OUR NETWORK.** CUSTOMER IS RESPONSIBLE FOR PROVIDING THEIR OWN FIREWALL SECURITY AND ANTI-VIRUS SOFTWARE. As is consistent with other service providers, MCC is not responsible in any way for damage to equipment or software, loss of proprietary information or network delays or interruptions caused by unauthorized security breaches or intrusions. CUSTOMER MAY BE HELD LIABLE FOR ANY DAMAGES TO EQUIPMENT, SOFTWARE, OR PROPRIETARY INFORMATION, OR ANY DAMAGES DUE TO NETWORK DELAYS, INTERRUPTIONS, TROUBLESHOOTING AND/OR REPAIR IF THE ORIGIN OF A SECURITY BREACH OR INTRUSION IS DETERMINED TO HAVE ORIGINATED FROM THEIR DEVICE. MCC STRONGLY ADVISES EVERY CUSTOMER TO TAKE PROPER SECURITY MEASURES TO PROTECT THEIR OWN EQUIPMENT AND SOFTWARE.
- 9. CUSTOMER INTERNET/DATA RESPONSIBILITIES:** **A. MCC REQUIRES** THAT UPDATED AND CURRENT ANTI-VIRUS PROTECTION BE INSTALLED ON EVERY DEVICE CONNECTED TO THE MCC NETWORK. **B. AT NO TIME** will a client power up any wireless device not provided by MCC without prior authorization. **C. At no time,** while connected to the MCC network will the client use/run their own DHCP server. **D. Customer must** provide a list of all required connections, containing exact location (exhibit booth number, meeting room number, etc.) and type of device being connected (switch, router, hub, PC, etc.). **E. Any customer device** that is determined to be causing interference with the normal operation of the MCC network must, at MCC's request, be immediately disabled or disconnected from the network. **F. Customer must** provide equipment that is properly configured and equipped with either a Wi-Fi adapter card or an Ethernet adapter card rated for 10/100 Mbps with an RJ45 connection.
- 10. INTERNET USER/CUSTOMER RESPONSIBILITY:** **A. Internet user** has full, unrestricted access to the Internet. Matters considered improper, offensive, or even unlawful by groups or individuals are not the responsibility of the Internet Service Provider(s) and/or MCC. **B. Customer is responsible** for the proper configuration of customer provided equipment and software for Internet services, etc. Customer is responsible for all services outside of basic Internet connectivity including e-mail, VPN, FTP, web services, etc.
- 11. COMPUTER EQUIPMENT RENTAL** includes setup of computer and monitor, but does not include power or internet connections.
- 12. OTHER REQUIREMENTS** over and above what is listed on this form should be attached and returned to the Music City Center.
- 13. MCC'S OBLIGATIONS UNDER** this Agreement are subject to limitations, and MCC and/or its subcontractors shall not be liable for delays, failure to perform, or destruction or malfunction of the equipment and services, or any consequences of the above, caused, occasioned or due to fire, flood, water, the elements, labor disputes or shortages, utility curtailments, power failure, explosions, civil disturbances, government regulatory requirements, acts of God or public enemy, war, military or government requisition, shortages of equipment or supplies, unavailability of transportation, acts or omissions of anyone other than MCC, its representatives, agents, subcontractors or employees, or any other cause beyond MCC's reasonable control. In no event shall MCC be liable to the customer or to any other party for special, collateral, exemplary, indirect, incidental, or consequential damages. Such excluded damages include, but are not limited to loss of profits, loss of use or interruption of business, or other cons or carried over services installed
- 14. COMMUNICATION SERVICES ARE TO BE** ordered by each customer separately, and are not to be shared with other customers. Any customer sharing communication services without written authorization from MCC shall be charged for that service at standard rates on a complete second Service Order Form. All additional charges will be billed to the authorized credit card at the close of the event.
- 15. ONLY MCC PERSONNEL** are authorized to modify system wiring or cabling. All material and equipment furnished for this service contract shall remain property of MCC.
- 16. ALL CUSTOMER EQUIPMENT** must comply with FCC regulations and be configured to operate with "dial 9" service. MCC reserves the right to limit use of outside communication devices, including wireless devices.
- 17. PRICES** are based upon current wage rates and are subject to change without notice. Rates quoted for all connections cover only bringing one service to the booth in the most convenient manner and do not include connecting customer owned equipment.
- 18. PAYMENT AUTHORIZATION & FEES:** Your signature on this form authorizes the MCC to charge the credit card provided for payment of services ordered on this form. The Music City Center offers Visa, MasterCard, Discover & American Express as credit card payment options via mail or fax.
- 19. CBID Fee:** Starting January 1, 2014, a 0.25% fee must be collected on sales of goods or services inside the Central Business Improvement District that are subject to sales tax. The Music City Center resides in that district.

The Music City Center serves as its own Exclusive Telecommunications and Internet Service Provider.