

Cobo Center Internet Services Order Form



COBO Center
 One Washington Blvd.
 Detroit, MI 48226
 (313) 877-8277



FAX: (313) 877-8800

Customer Name:		Booth / Room	Show Name:
Billing Name:		Show Dates: ___/___/___ To ___/___/___	
Billing Address:		Install By Date: ___/___/___	
City, State/Country, Zip		E-Mail:	
Contact:	Telephone Number:	FAX Number:	
Credit Card Number:	Expiration Date & Security Code:	Cardholder Signature:	Print/Type Cardholder Name

**** 50% of the total will be added to orders placed 3 to 1 days Before the requested installation date****

Description of Service	QTY	Price	Total
1. Shared Service (100-Base-T) Internet Service			
a. Single Computer Only-No Routers - Wired Connection Only		\$250.00 (Per Drop)	
b. Additional Computers		\$50.00	
2. Dedicated Internet Service (Unlimited EtherNAT IP Addresses)			
a. 1.5Mbs Internet Service		\$1,200.00	
b. 3Mbs Internet Service		\$2,400.00	
c. 5Mbs Internet Service		\$4,000.00	
d. 10Mbs Internet Service		\$8,000.00	
e. 15Mbs Internet Service		\$12,000.00	
f. 20Mbs Internet Service		\$16,000.00	
g. 25Mbs+ Internet Service		Call	
h. Additional Drops, in areas other than meeting rooms		\$500.00	
i. 50 Additional Static IP addresses		\$500.00	
j. One VLAN		\$500.00	
3. VLAN with no Internet Connectivity			
a. One VLAN		\$500.00	
b. Drops for VLAN		\$250.00	
4. Rental			
a. 24 Port Switch (100 Base-T)		\$500.00	
b. 48 Port Switch (100 Base-T)		\$1,000.00	
4. Expedite Charges			
Orders Place 3 to 1 Days Before the requested installation date		50% added to Order	
		TOTAL	

Notes:

- Due to the nature of the Internet, Cobo Center *cannot* guarantee any level of performance or accessibility beyond our gateway!
- A floor plan must be submitted showing the location of the requested internet connection.
- Rates listed are for bringing the service to the room/booth in the most convenient manner and **do not** include distribution within the room/booth, computer equipment, NIC card, TCP/IP software or power to the booth.

Limited Warranty:

COBO CENTER warrants that: (a) it has the right to provide and install all Data, and Network Services (the "Services"). In the event that the Services are not performed in accordance with this warranty you agree to inform COBO CENTER of such fact, by written notice prior to close of the Show / Event, and, as your sole and exclusive remedy, COBO CENTER 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 COBO CENTER 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 this Customer Contract regardless of whether COBO CENTER has terminated this 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 our sole and reasonable control.

DISCLAIMER OF WARRANTY:

THE FOREGOING CONSTITUTE OUR 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 COBO CENTER HEREBY EXPRESSLY DISCLAIMS, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

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

LIMITATION OF LIABILITY:

EXCEPT FOR OUR WILLFUL MISCONDUCT OR GROSS NEGLIGENCE, YOU AGREE THAT UNDER NO CIRCUMSTANCES IS COBO CENTER LIABLE TO YOU FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OR LOST PROFITS ARISING OUT OF THE SYSTEMS OR OUR SERVICES OR OBLIGATIONS UNDER THIS AGREEMENT EVEN IF COBO CENTER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ANY EVENT, YOUR EXCLUSIVE REMEDY AND OUR ENTIRE LIABILITY TO YOU FOR ANY REASON UPON ANY CAUSE OF ACTION ARISING OUT OF THE SYSTEM OR OUR SERVICES UNDER THIS AGREEMENT SHALL BE THE AMOUNT ACTUALLY PAID BY YOU TO COBO CENTER 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 COBO CENTER 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. YOU MAY BRING NO ACTION, REGARDLESS OF FORM, ARISING OUT OF OR RELATED TO THE USE OF THE SERVICES PURSUANT TO THIS AGREEMENT MORE THAN 12 MONTHS AFTER THE CAUSE OF ACTION FIRST AROSE.

The right of the Customer to receive any Communications Service will be terminated if this Agreement is terminated for any reason provided therein; and Cobo Center will have no obligation to continue providing such service unless Cobo Center elects in its sole discretion to continue to provide such services itself or through a third party; The provisions of the Customer Contract are separate and independent from the provisions of the Customer's rental space in the building and shall not affect the Customer's obligations under such lease and without limiting the foregoing, in no event shall any default by COBO CENTER under the Customer Contract or any failure with respect to any Communications Services have any effect on any Customer's obligations to the Facility under any rental or any other occupancy agreement between such Customer and Cobo Center.

Network Security Policy

The Network Security Policy implemented for this Facility requires Customer adherence to several necessary precautions in order for Cobo Center to maintain a healthy, viable network for all Customers. This declaration of compliance with the security requirements as noted herein is an acknowledgement of Cobo Center's filtering policies and must be completed, signed by an authorized Customer representative and mailed or faxed to Cobo Center prior to the requested network service(s) being activated for Customer's usage.

Network Security Policy:

Cobo Center requires that all devices directly or indirectly accessing Cobo Center's network(s) have the latest virus scan software, Windows® security updates, system patches, and any other technological precautions necessary to protect the Customer(s) and others from viruses, malicious programs, and other disruptive applications. **Any device(s), which adversely impacts Cobo Center's network, can lead to disconnection of the Customer's equipment from the network, with or without prior notice at Cobo Center's sole discretion.** The device(s) in question will remain disconnected until all issues are adequately resolved. All charges will apply and no refunds will be given. Additional charges may apply for trouble diagnosis and / or problem resolution.

Each Customer's business is important to Cobo Center and with advanced and timely notification of a Customer's needs we are confident that we can provide network services that perform as expected for all clients.

****Please inform all show site personnel about the importance of Cobo Center's Network Security compliance issues****

****Services are activated after Cobo Center is in receipt of this signed declaration of compliance with our network security requirements****

TERMS AND CONDITIONS

To avoid additional charges, Floor Plans are due 5 days prior to move-in. Late orders / changes received after show move-in has started will be installed after all other show orders are completed (additional fees may apply). Purchase Orders are not accepted as a form of payment but as a convenience can be referenced on your invoice upon prior written request.

1. CANCELLATION - There is a minimum \$150 Cancellation fee for shared service and \$500.00 Cancellation fee for dedicated service. Cancellations must be in writing. Additional cancellation charges will apply for orders that have already incurred labor, material, and / or engineering costs. Some broadband services and special circuits cannot be cancelled once ordered and will incur full charges listed / quoted. Credit will not be given for service(s) installed and not used.

2. Due to the cost of processing checks, any refunds due in the amount of \$10.00 or less will not be refunded except upon written request.

3. There will be a \$25 service charge for all returned checks.

4. Any unpaid balance after close of show will incur a 1.5% / month service charge. Cobo Center accepts payments in US dollars, Checks drawn on a US bank or the following Credit Cards: (MasterCard or Visa.). Make all checks payable to: **Cobo Center**. Credit Card charges are limited to \$10,000. Orders exceeding \$10,000 must be paid by company check or money order. Checks must reference Cobo Center and Show Name. Payer is responsible for all service charges.

5. Conditions for processing service contract for On-time Installation: (a) Full payment for service(s) must accompany signed contract. (b) Incomplete contract forms will delay processing, please provide all information requested. (c) Booth number(s) must be identified on face of contract. (d) Complete Floor Plan itemizing location of service(s) in Customer's booth must be designated on form or customer provided diagram(s) 7 days prior to the 1st day of move-in to avoid additional charges. (e) Late orders / changes received after show move-in has started will be installed after all other show orders are completed (additional fee's may apply).

6. Service problems must be reported to the Cobo Center Service Desk. Service claims will not be considered unless filed in writing by Customer prior to close of show.

7. Equipment Management: (a) Customers should pick up rental equipment at the Cobo Center Service Desk. (b) The Customer will be fully responsible for the protection and safekeeping of rental equipment and will be responsible for returning all rental equipment to the Cobo Center Service Desk within one (1) hour following close of the show. (c) The Cobo Center Service Desk will be open to handle equipment rentals during move-in and show.

8. Only Cobo Center personnel are authorized to modify system wiring or cabling. Material and equipment furnished by Cobo Center for this service contract shall remain the property of Cobo Center.

9. Prices are based upon current rates and are subject to change without notice.

10. A per line move fee starting at \$200 (Internet) may apply to relocate the line(s) after it is installed.

INTERNET / NETWORK SPECIFIC:

11. Shared Services Specific: Routers, Streaming Applications, VoIP, DHCP, NAT or Proxy Servers are **not allowed without prior approval.**

12. Wireless Devices not authorized by Cobo Center are strictly prohibited. Customer(s) that desire to showcase their wireless products must contact Cobo Center 21 days in advance of show move-in to investigate the potential of Cobo Center engineering a customized cohesive network to operate without interference to other Customer(s), (applicable charges may apply). **(b)** The use of any wireless device that interferes with the facility's 2.4 / 5.8 GHz wireless data frequency range is prohibited and subject to disconnection at the Customer expense.

13. Use of Network Connection: **(a)** Services provided by Cobo Center are intended to facilitate communications between the Company's authorized users and the entities reachable through the Internet. Users of Cobo Center 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 Cobo Center services **shall not disrupt** any of the Cobo Center or other associated networks as a whole or any equipment of system forming part of their systems, or any services provided over, or in connection with any of the Cobo Center or other associated networks. Cobo Center services shall not be used to transmit any communication where the meaning of the message, or its transmit distribution, would violate any applicable law or regulation or would likely be highly offensive to the recipient or recipients thereof.

14. Internet Security Disclaimer: Cobo Center does not provide security such as, but not limited to, firewalls, etc. for any data circuit(s) we provide. It is the **sole responsibility** of the Customer to provide any necessary security. Customer is agreeing to hold Cobo Center; its agents and contracts harmless for any and all liabilities arising from the use of non-secured data circuits.

15. VIRUS PROTECTION REQUIREMENT – WARNING – Cobo Center requires that all devices directly or indirectly accessing Cobo Center's Network have the latest virus scan software, Windows security

updates, system patches, and any other technological precautions necessary to protect yourself and others from viruses, malicious programs and other disruptive applications. Any device, which adversely impacts Cobo Center's network, will be disconnected from the network(s) with or without prior notice at Cobo Center's sole discretion. The device in question will remain disconnected from the network 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 Cobo Center's actions to disconnect disruptive devices.

16. ALL WIRELESS ACCESS POINTS NOT AUTHORIZED BY COBO CENTER ARE PROHIBITED.

Cobo Center will not be responsible for any possible interference that may be experienced.

Restrictions and Special Requests

Due to the extensive coverage Cobo Center provides for the Facility, **NO** Customer provided access points are authorized for use within the Facility without Cobo Center prior approval (wireless access points without adjustable power outputs can not be authorized under any circumstances). Customer(s) who attempt to set up their own wireless system can interfere with the Cobo Center Wireless Network. Cobo Center requires all Customers showcasing their wireless products to contact Cobo Center 21 days prior to the show move-in so that we may engineer a cohesive network operating without interference (all approvals will incur a site survey fee). Per our Terms and Conditions listed on Cobo Center'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.**

Device(s) Operating System: _____

Type of Anti-Virus Software: Norton (Symantec)

McAfee

Other: _____

Virus Scan last updated: _____
Date

Security Updates Last Performed: _____
Date

Customer Acceptance of All Cobo Center Terms and Conditions:

With execution of this document the Customer hereby authorizes Cobo Center to provide services as requested, and that He/She is authorized to request such services and acknowledges full and complete understanding of all Terms and Conditions contained herein.

Print Authorized Name

Authorized Signature

Date