

**WIRELESS INTERNET ACCESS ORDER FORM**

**ADDITIONAL COMPUTERS** can be connected to the network by ordering "Access for additional computer" in the space provided. The initial charge is for wireless internet for one user for the duration of the show.

**WIRELESS WIFI CARDS** must be installed in each computer or laptop that will be connected to the network. Transbeam will not provide wireless cards.

Thank you for choosing Transbeam as your provider.



**Please FAX Form Back to Transbeam at 212.937.3730 or email to events@transbeam.com**

Need help? Please call us at **212.631.8100 ext. 247** if you have questions regarding Internet connectivity or if you need assistance in filling out this form.

**CUSTOMER INFORMATION**

Company Name \_\_\_\_\_  
 Contact Name \_\_\_\_\_  
 Phone \_\_\_\_\_ Fax/Cell \_\_\_\_\_  
 Email \_\_\_\_\_  
 Onsite Contact \_\_\_\_\_  
 Onsite Contact's cell phone \_\_\_\_\_

**PAYMENT INFORMATION**

Cardholder name \_\_\_\_\_  
 Credit card no \_\_\_\_\_  
 Exp Date \_\_\_\_\_ CCV# \_\_\_\_\_  VISA  AMEX  MC  DISC  
*To insure service, payment must be made in full prior to the event.*

**SERVICE INFORMATION**

Booth number \_\_\_\_\_  
 When will you arrive: Date \_\_\_\_\_ Time \_\_\_\_\_ AM / PM  
 Special instructions (if any) \_\_\_\_\_

Order confirmation preference:  Email  Fax

<u>SERVICE</u>	<u>PRICE</u>	<u>TOTAL</u>
Wi-Fi Internet Access for one user (for duration of event) (802.11b/)		\$ 150.00
Additional Users _____	x\$50.00	\$ _____
Optional Onsite Technical Support* _____ hours	x\$125/hr	\$ _____
<i>If technical support is needed: Time _____ Date _____</i>		
	<b>TOTAL</b>	<b>\$ _____</b>

*\*Technical Support by phone is included in service. If additional support is ordered, please write in the time you need support.*

By signing below, I agree to the above purchase and to the Terms and Conditions enclosed with this order form.

\_\_\_\_\_  
*Signature* \_\_\_\_\_  
*Date*

## TRANSBEAM®™ TERMS AND CONDITIONS

Customer Duties – Customer shall be liable for any loss or damage to the Equipment arising from Customer negligence, intentional act, unauthorized maintenance, or other cause within the reasonable control of Customer, its representatives, employees, agents or invitees. In the event of any loss or damage to the Equipment for which Customer is liable, Customer shall reimburse Transbeam for the reasonable cost of repair or replacement.

Limitation of Liability – Transbeam shall not be liable for any delay, failure to perform, or damage or destruction or malfunction of the Equipment or Service, disruption or interruption, or any consequence of the above, caused by, 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 of omissions of anyone other than Transbeam, its representatives, agents or employees, or any other cause beyond Transbeam's reasonable control.

In all situations involving performance or non-performance of Equipment or related programs or Services furnished under this Agreement, the Customer's sole and exclusive remedy and Transbeam's sole and exclusive liability will be (i) the adjustment or repair of the Equipment or replacement of its parts by Transbeam or, at Transbeam's option, replacement of the Equipment or correction of the programming errors, or (ii) if after reasonable and repeated efforts Transbeam is unable to install the Equipment or replacement Equipment in good working order, or to restore the same to good working order, or to make the programming operate, the Customer shall be entitled to terminate this Agreement and receive a refund equal to the excess (if any) of (1) the total amount therefore paid by Customer to Transbeam or Equipment and Services under this Agreement over (2) the reasonable value of Customer's use of the Equipment and Services.

**Transbeam will check that lines & IP addresses are configured properly and coordinate with venue staff or agent for cross connection to hubs and workstations. Transbeam cannot and does not vouch for the adequacy of the venues internal wiring and shall not be held liable for any delays, service interruptions or any related problem that the Customer might experience.**

**Claims will not be considered unless filed in writing with Transbeam by the Customer prior to the conclusion of the Event identified in this Agreement.**

IN NO EVENT SHALL TRANSBEAM BE LIABLE TO THE CUSTOMER OR TO ANY OTHER PARTY FOR SPECIAL, COLLATERAL, EXEMPLARY, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, WHETHER SUCH DAMAGES OCCUR EITHER PRIOR OR SUBSEQUENT TO OR ARE ALLEGED AS A RESULT OF, TORTUOUS CONDUCT, FAILURE OF THE EQUIPMENT OR SERVICES OF TRANSBEAM OR BREACH OF ANY OF THE PROVISIONS OF THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR IN TORT, INCLUDING STRICT LIABILITY AND NEGLIGENCE, EVEN IF TRANSBEAM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY DAMAGES CAUSED BY THE CUSTOMER'S FAILURE TO PERFORM THE CUSTOMER'S RESPONSIBILITIES SUCH EXCLUDED DAMAGES ALSO INCLUDE, BUT ARE NOT LIMITED TO, LOSS OF PROFITS, LOSS OF USE OR INTERRUPTION OF BUSINESS, OR OTHER CONSEQUENTIAL OR INDIRECT ECONOMIC LOSS.

Customer acknowledges and agrees that neither the owner of the Building nor the tenant, nor the prime licensee, nor any other party responsible for the Event in which Customer is a participant, is responsible for the provision of the Equipment or the Services, and that no such third party shall be liable to Customer for any failure or defect in Equipment or Services.

Indemnification – Customer hereby assumes liability for and agrees to indemnify, protect and hold wholly harmless Transbeam and its agents, employees, officers, directors, and any and all successors and assigns, from and against any and all liabilities, obligations, losses, damages, injuries, claims, demands, penalties, actions, costs and expense, including reasonable attorney's fees, whether in contract, in tort or otherwise, which result from or arise out of negligence or wrongful use of the Equipment or the Services by the Customer or its representatives, agents, employees or invitees.

This Agreement, the Terms and Conditions, and any attached supplements(s) constitute the entire agreement between the parties hereto and supercedes all prior oral or written discussions or agreements. This Agreement may be amended only by a written agreement executed by both parties.

Governing Law – This Agreement shall be governed by and construed under the laws of the State of New York, without regard to any conflicts or choice of law provisions.

I HAVE READ AND ACCEPT ALL THE TERMS & CONDITIONS DESCRIBED ABOVE.

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Authorized Signature

Company Name

Date