

METROPOLITAN PAVILION & WEST

EVENT INTERNET • ORDER FORM
Internet by Rainbow Broadband dba GiGstream

1. LOCATION(S) NEEDING INTERNET

METROPOLITAN PAVILION

S. Pavilion (125 W 18th St.) N. Pavilion (110 W 19th St.) Met Suite (2nd Fl) Gallery (4th Fl) The Level (5th Fl)

METROPOLITAN WEST

1st Floor 2nd Floor

2. PRIMARY CONTACT

Full Name: _____
Company: _____
Email: _____
Phone: _____
Cell: _____
On-Site Contact: _____
On-Site Cell: _____

3. EVENT DETAILS

Event Name: _____
Event Date(s): _____
Booth # (if applicable): _____
Equip Load-In Date: _____ Time: _____
Equip Load-Out Date: _____ Time: _____
Internet Connection Start Date: _____ Time: _____
Internet Connection End Date: _____ Time: _____

4. WI-FI INTERNET ACCESS

Wi-Fi for 1 DAY			Number of Devices	Wi-Fi for 2 - 6 DAYS			
3/3 Mbps	5/5 Mbps	10/10 Mbps		3/3 Mbps	5/5 Mbps	10/10 Mbps	
\$10	\$15	\$20	< 1 >	\$12	\$19	\$25	\$ _____
\$100	\$150	\$180	< 10 >	\$125	\$188	\$224	\$ _____
\$180	\$250	\$375	< 25 >	\$219	\$329	\$469	\$ _____
\$350	\$525	\$650	< 50 >	\$438	\$657	\$812	\$ _____
\$470	\$675	\$870	< 75 >	\$588	\$844	\$1087	\$ _____
\$600	\$900	\$1200	< 100 >	\$750	\$1125	\$1500	\$ _____
\$825	\$1350	\$1525	< 150 >	\$1031	\$1687	\$1906	\$ _____
\$1049	\$1800	\$1950	< 200 >	\$1312	\$2249	\$2437	\$ _____
\$1800	\$2250		< 300 >	\$2160	\$2610		\$ _____
\$2400			< 400 >	\$2880			\$ _____
\$3000			< 500 >	\$3600			\$ _____
\$6000			< 1000 >	\$7200			\$ _____
OTHER: Wi-Fi Internet Access for _____ Devices for _____ Day(s). Bandwidth profile is _____ Mbps.							\$ _____

4a. CUSTOMIZE YOUR WI-FI NETWORK (SSID and password must be a string of at least 8 continuous alphanumeric characters.)

Network Name (SSID) - \$500 each _____ \$ _____
Network Password - \$500 each _____ \$ _____
Website Redirect - \$200 each _____ \$ _____

5. DEDICATED HARDLINE(S)

BANDWIDTH	1 DAY	2 - 6 DAYS
5/5 Mbps	\$599	\$699
10/10 Mbps	\$1078	\$1257
20/20 Mbps	\$1440	\$1679
50/50 Mbps	\$2395	\$2794
100/100 Mbps	\$3194	\$3992

6. HIGH CAPACITY BANDWIDTH NEEDS

Needs above 5/5 Mbps for 300 devices or more, or 100/100 Mbps dedicated hardlines are currently above current network capacity. \$ _____
However, these can be accommodated at an additional cost to the venue/client. \$ _____
\$ _____
\$ _____

7. ON-SITE TECH SUPPORT

DAY(S)	TIME OF DAY	COST OF LABOR	START TIME	END TIME	DATE	
MON - FRI	8 AM - 6 PM	\$95/hr.	_____ to _____	_____ on _____	_____	\$ _____
MON - FRI	6 PM - 8 AM	\$135/hr.	_____ to _____	_____ on _____	_____	\$ _____
WEEKEND		\$195/hr.	_____ to _____	_____ on _____	_____	\$ _____

8. ORDER TOTAL

AMOUNT DUE: \$

Signature: _____ Date: _____

FORMAL INVOICE FOR SERVICES TO FOLLOW EXECUTION OF THIS SERVICE AGREEMENT. ALL PAYMENT FOR SERVICES ARE DUE PRIOR TO EVENT START DATE.

RAINBOW BROADBAND EVENT SERVICE AGREEMENT

These Terms and Conditions (the "Agreement") apply to any Services (as defined in the Service Agreement) that you (the "Customer") receive from Rainbow Broadband, Inc. ("RBI") or its representatives, affiliates, subsidiaries, successors, or assignees (collectively, "RBI"); are pursuant to your RBI Service Agreement(s); apply to each Service (whether offered on a stand-alone basis or in an integrated package); and shall take precedence in any conflict with your Service Agreement(s).

1. Payment Policy. Customer agrees to pay all Service fees, incidental charges (including, but not limited to, charges associated with installation, expedites, moves, adds, changes, deletions and cancellations), federal, state and local taxes, surcharges, and other charges incurred on or through your account, including charges specified on the Service Agreement and any equipment purchases made through your account. Billing for each Service provided by RBI shall commence upon the completion of installation of such Service, which shall be defined as the date on which RBI tests and turns up such Service and notifies you that Service is available for use. RBI is not responsible for any delays that impede your ability to use the installed Service, including, but not limited to, delays requested by you or caused by a third party or delays incurred as a result of problems connecting the installed Service to your LAN, PBX, or other customer premises equipment ("CPE") by you or a third party. Furthermore, RBI may charge additional fees for changes made by you to orders after the Service Agreement is signed by you, but before the Service is installed.

All payments hereunder to RBI shall be due upon your receipt of RBI's invoice. For your convenience, payment options include check, money order, or credit card (Visa, MasterCard, or American Express). Interest charges will be added to any past due amounts at the lower of 1.5% per month or the maximum rate allowed by law, prorated for each day past 30 days that payment is due.

2. Term. For ongoing Services, the term specified on the applicable Service Agreement shall commence on the date of installation. Notwithstanding the foregoing, this Agreement shall become effective on the date it is accepted by RBI and shall remain in effect until the end of the term set forth in the Service Agreement for each of the Services. At the end of the term the Service Agreement will continue on a month-to-month basis.

3. Acceptable Use. You agree not to use or allow the use of the Service to in any way transmit or post material that: (a) is prohibited by any law or regulation, or facilitates or encourages the violation of any law or regulation; (b) disrupts third parties' use or enjoyment of any Services; (c) invades the privacy of third parties, or violates the intellectual property rights or other rights of RBI or any third party; (d) is abusive, profane, libelous, slanderous, obscene, threatening, misleading, harassing, discriminatory, or otherwise harmful or objectionable; (e) causes the transmission or propagation of any virus, worm or other harmful or disruptive component; (f) violates or tampers with the security of any computer equipment, network, or program; (g) constitutes, facilitates, or encourages unsolicited commercial email or "spam"; (h) violates any other use requirement of which RBI may notify you from time to time or that is contained in any acceptable use policy posted on RBI website. This Agreement together with the actual removal of material or denial of access to material by RBI is deemed notice to you within the meaning of the Digital Millennium Copyright Act., and is designed for Customers with normal usage characteristics. IP Telephony calling for any unlawful or illegal purposes made by Customer is prohibited and will result in immediate shutdown of Services. All associated usage charges including Early Termination Fees will be billed to the Customer and it is the Customer's sole responsibility to pay in full.

4. Limitations. Your Service may have certain storage space and bandwidth utilization limitations. You agree that RBI may measure your storage space and bandwidth usage and in other ways enforce such limitations.

5. Protection of Systems or Business. You agree that RBI may also monitor use of the Service and such use or other information related to your account, including but not limited to the identity of the IP address owner or the usage records generated by the customer, as RBI reasonably feels is necessary to maintain, repair, and protect its systems or business. RBI may disclose such information when ordered by subpoena, court order, or governmental agency.

6. Unauthorized and Authorized Third Party Use. You are responsible for ensuring the confidentiality of any password you obtain from RBI and for the consequences of any unauthorized use of your Service. If you have reason to believe that your account with RBI is no longer secure, you must promptly notify your RBI Customer Service Representative. You shall also be responsible for ensuring compliance with any Service obligations or restrictions under this Agreement by any customers of yours or other third parties authorized by you to use your account, including, but not limited to, being fully liable to RBI for any charges incurred as a result of such usage.

7. General and Specific Disclaimer of Warranties; Limitation of Liability; and Remedies. YOU EXPRESSLY AGREE THAT THE SERVICES, INCLUDING ANY ASSOCIATED INSTALLATION, MAINTENANCE, OR REPAIR AND ANY ASSOCIATED EQUIPMENT OR SOFTWARE, IS PROVIDED TO YOU ON AN "AS IS," "AS AVAILABLE" BASIS WITHOUT WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, TITLE, OR FITNESS FOR A PARTICULAR PURPOSE, ALL SUCH WARRANTIES BEING EXPRESSLY DISCLAIMED.

WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, RBI SPECIFICALLY DOES NOT WARRANT (A) THAT THE SERVICES INCLUDING SECURITY SERVICES WILL BE (1) UNINTERRUPTED AND CONTINUOUS, (2) ERROR OR VIRUS FREE AND SECURE FROM THIRD PARTY INTRUSIONS, AND (3) COMPATIBLE WITH YOUR EQUIPMENT; (B) THAT YOUR SERVICES WILL BE AVAILABLE FOR THE TERM OF YOUR SERVICE AGREEMENT, OR WILL CONTINUE TO BE AVAILABLE; AND (C) THAT RBI WILL CONTINUE TO HAVE ALL NECESSARY ACCESS RIGHTS TO YOUR BUILDING. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, RBI ALSO DOES NOT WARRANT ANY SERVICE, EQUIPMENT, OR SOFTWARE PROVIDED BY A THIRD PARTY FOR WHICH RBI IS A RESELLER OR SALES AGENT.

RBI SHALL NOT HAVE ANY LIABILITY FOR INDIRECT, PUNITIVE, INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES SUFFERED BY YOU OR ANY OTHER PARTY, REGARDLESS OF WHETHER OR NOT YOU OR SUCH PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. RBI'S LIABILITY UNDER THIS AGREEMENT SHALL NOT EXCEED THE TOTAL SERVICE FEES PAID TO RBI IN THE PRIOR THREE (3) MONTHS OF THE AGREEMENT.

THE DISCLAIMERS OF WARRANTY, LIMITATIONS OF LIABILITY AND REMEDIES SET FORTH IN THIS SECTION ALSO APPLY TO RBI SUPPLIERS AND SUBCONTRACTORS. THE REMEDIES SET FORTH IN THIS SECTION ARE THE MAXIMUM FOR WHICH RBI AND ITS SUPPLIERS AND SUBCONTRACTORS ARE COLLECTIVELY RESPONSIBLE. UNDER NO CIRCUMSTANCES SHALL RBI OR ITS SUPPLIERS OR SUBCONTRACTORS BE LIABLE FOR LOSS OF PROFITS, LOSS OR INACCURACY OF DATA, OR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, EVEN IF RBI OR ITS SUPPLIERS OR SUBCONTRACTORS HAVE BEEN ADVISED OF THEIR POSSIBILITY. CUSTOMER COVENANTS NOT TO SUE OR OTHERWISE MAKE A CLAIM AGAINST RBI'S SUPPLIERS OR SUBCONTRACTORS FOR ANY ALLEGED OR ACTUAL FAILURE, DELAY, OR NONPERFORMANCE OF THE SERVICE. CUSTOMER AGREES THAT RBI'S SUPPLIERS AND SUBCONTRACTORS ARE INTENDED THIRD PARTY BENEFICIARIES OF THE PROVISIONS CONTAINED IN THIS PARAGRAPH AND SHALL BE ENTITLED TO ENFORCE THE PROVISIONS OF THIS PARAGRAPH IN ANY ACTION BROUGHT AGAINST THEM.

YOU ALSO AGREE THAT ELECTRONICALLY STORED DATA IS HIGHLY SENSITIVE AND SUBJECT TO UNFORESEEN LOSS DUE TO A VARIETY OF CAUSES; THAT THE PROPER OPERATION OF ANY COMPUTER SYSTEM INCLUDES THE MAKING OF REGULAR BACKUPS; AND THAT RBI SHALL NOT BE LIABLE FOR ANY LOSS OF DATA IN CONNECTION WITH THE SERVICES, INCLUDING ANY RELATED INSTALLATION OR REPAIR ACTIVITY.

8. RBI ASSUMES NO LIABILITY WHERE ANY CLAIM ARISES OUT OF CUSTOMER BEING PROVIDED WITH IP ADDRESSES OTHER THAN THE ONE(S) REQUESTED BY CUSTOMER. RBI SHALL NOT BE LIABLE WHATSOEVER FOR THE USE, MISUSE OR ABUSE OF A CUSTOMER'S IP TELEPHONY BY THIRD PARTIES, INCLUDING, WITHOUT LIMITATION, CUSTOMER'S EMPLOYEES OR MEMBERS OF THE PUBLIC, BY MISTAKE, AS WELL AS IN CASES WHERE THE CUSTOMER-OWNED PBX IS PIRATED OR HIJACKED BY THIRD PARTIES.

9. YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY FAILURE, NONPERFORMANCE, OR UNAVAILABILITY OF THE SERVICE SHALL BE FOR RBI TO USE COMMERCIALY REASONABLE EFFORTS TO REPAIR OR RESTORE THE SERVICE, OR FOR YOU TO TERMINATE THIS AGREEMENT ACCORDING TO ITS TERMS.

10. **Special Disclaimer on Behalf of Building Owners and Managers.** YOU ACKNOWLEDGE AND ACCEPT THAT THE FACILITIES AND SERVICES ARE NOT BEING PROVIDED OR MAINTAINED BY THE BUILDING OWNER OR MANAGER; THAT THE OWNER OR MANAGER HAS NO RESPONSIBILITY OR LIABILITY FOR THE INSTALLATION, OPERATION, MAINTENANCE, USE, REPAIR OR REPLACEMENT OF THE FACILITIES, OR THE PROVISION, QUALITY OR SUFFICIENCY OF THE SERVICES; AND THAT BY SUBSCRIBING TO AND ACCEPTING SUCH SERVICE, YOU RELEASE THE OWNER AND MANAGER FROM ANY SUCH LIABILITY. THIS PROVISION IS EXPRESSLY INTENDED FOR THE BENEFIT OF OWNER AND MANAGER.

11. **Indemnification.** You agree, at your own expense, to defend, indemnify, and hold harmless RBI, its affiliates, suppliers, subcontractors, and representatives from and against any and all claims or liabilities including, without limitation, reasonable attorneys' fees, arising from or relating to the use of the Service by you or someone using your account (whether authorized or unauthorized) or any violation of this Agreement or applicable law, including, without limitation, any claims against RBI relating to the content on, or goods or services provided through, the Service, such as defamation claims, copyright claims, privacy claims, obscenity claims, etc.

10. Miscellaneous.

Independent Contractors. Each party hereto is acting as an independent contractor and not as an agent, partner, employer, employee, or joint venture partner of the other.

Force Majeure. The failure of RBI to perform any obligation shall be excused as a result of any governmental actions of any kind, wars, strikes, fires, floods, acts of God, telecommunications failures, errors in the coding of electronic files, construction events and erection of building structures that eliminate Line-of-sight or any causes of like or different kind beyond the reasonable control of RBI. In the event of a force majeure situation, RBI will make best efforts to restore service to the customer.

Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of New York, without regard to its conflict-of-laws principles. Prior to submitting any formal complaints to governmental/regulatory/trade agencies and prior to commencing any lawsuit against RBI, you must notify RBI of your grievances and engage RBI in a good faith negotiation towards resolution. Any action to enforce this Agreement shall be brought exclusively in the United States District Court for the Southern District of New York, or if there is no jurisdiction in such court, then in a state court in New York County.

Amendment. No amendment or modification of this Agreement shall be valid or binding upon the parties unless in writing and signed by each party.

Headings. All headings are for the convenience of the parties only and shall be given no legal effect.

Waiver. No failure or delay on the part of RBI in the exercise of any right or privilege hereunder shall operate as a waiver thereof or of the exercise of any other right or privilege hereunder, nor shall any single or partial exercise of any such right or privilege preclude other or further exercise thereof or of any other right or privilege.

Entire Agreement. This Agreement, including any associated Service Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous understandings or agreements, whether oral or written.

Severability. If any provision of this Agreement is held to be ineffective, unenforceable or illegal for any reason, such decision shall not affect the validity or enforceability of any or all of the remaining portions thereof.

1. **Notice.** Any notice to be given hereunder by you to RBI shall be in writing against receipt, or certified mail return receipt and shall be addressed to RBI at the following address: 14 Penn Plaza, New York, New York 10122, Attn.: Customer Care Center; with a copy to your RBI Account Representative. Notice will be deemed to have been given on the day received, in the case of personal delivery and the third day from posting in the case of other allowable delivery methods. Notices to you shall be sent to the Company address supplied by Customer. The signatory below represents and warrants his or her authority to execute, deliver and perform this Agreement on behalf of the Company named below. RBI shall be entitled to rely on any apparent or implied authority of such signatory, which shall result in a binding and enforceable agreement between RBI and the Company. Once the Company accepts installation or actually uses any of the Services hereunder, Company waives any right to thereafter object to the validity and enforceability of this Agreement due to an alleged lack of authority by the signatory. Company expressly agrees to this Agreement and to timely pay the charges set forth on the accompanying Service Agreement.

10. SIGN & SUBMIT

Print Name: _____

Company Name: _____

Signature: _____

Title: _____

Date: _____