

Except for claims for physical injury to persons, Association and its suppliers or subcontractors will not be liable for any special or consequential damages or for loss, damage or expense directly or indirectly arising from Customer's use or inability to use the system either separately or in combination with other equipment or software or for commercial loss of any kind (including loss of business profits) based upon breach of warranty, breach of contract, negligence, strict tort or any other legal theory whether or not Association or its suppliers or its subcontractors have been advised of the possibility of such damage or loss. In no event shall liability exceed a refund of amounts actually paid to Association by Customer for his/her network attachment. Should there be a failure in connectivity performance as outlined above, Customer will not be required to pay for connectivity for the portion of service during which the failure occurred. This shall be the limit of Association's liability. Whenever used in this agreement, the term "Association" shall mean and refer to Alameda County Agricultural Fair Association.

TERMS AND CONDITIONS

1. Payment and order must be received no later than 30 days prior to the event opening to qualify for any pre-show discounted rates, if offered.
2. All information requested must be provided on the form for speedy processing of Customer's service order.
3. Conditions for processing service order/on-time installation:
 - a. Payment for service must accompany service order.
 - b. Personal checks will not be accepted less than 30 days prior to the event. Company checks must be made payable to Alameda County Fairgrounds.
 - c. Incomplete forms will delay processing.
 - d. Building and location of services must be identified on the face of the form.
 - e. Customer ordered circuits will be provided upon show move-in, unless otherwise ordered.
4. Any problems should be reported to events@alamedacountyfair.com.
5. Claims will not be considered unless filed in writing by Customer prior to the close of the show.
6. **Any additional costs incurred by Association to assist in trouble diagnosis or problem resolution found not to be the fault of Association, or to collect information required to complete the installation that Customer fails to provide, may be billed to Customer at the prevailing rate.**
7. Only Association personnel are authorized to modify system wiring or cabling. Material and equipment furnished by Association for this service contract shall remain the property of Association and shall remain onsite at all times. Missing equipment used by Customer after the show has ended will be billed to Customer.
8. **Use of Network Connection:**
 - a. The network attachment to be provided by Association may be used only by the directors, officers, and employees of Customer, its guests, its agents and consultants while performing service for Customer and cannot be resold, shared or distributed to other customers. The services being provided by Association will facilitate communications between Customer's authorized users and the entities reachable through the national Internet. Users of Association equipment and network 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 Association services shall not disrupt any of Association's networks 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 Association's networks or other associated networks. Association services shall not be used to transmit any communication where the meaning of the message, or its distribution, would likely be highly offensive to the recipient or recipients thereof.
 - c. All devices for which Association provides internet or networking connectivity shall be required to obtain an Association assigned IP address. Each device may be required to provide a MAC address for connection. Instructions on how to determine a device's MAC address may be provided, upon request.
 - d. All data transmissions from connected Customer computers will be handled via copper and fiber optic- based transmission media and routed/repeated as necessary to conform to Ethernet-based connectivity standards. Association will only be responsible to the end of that connection or Association provided device.
9. **Wireless Specific:** The use of any wireless device that interferes with the facility's wireless data frequency is prohibited.
10. **Internet Performance Disclaimer:** Association does not guarantee the performance, routing, or throughput, either expressed or implied, of any data circuit(s) connectivity with regards to the Internet and/or Internet backbones beyond any facility we service. Association does, however, monitor traffic and bandwidth usage in order to maintain an acceptable level of performance from the Ethernet network for all users.
11. **Internet Security Disclaimer:** Association does not provide security such as, but not limited to, firewalls for any data circuit(s) it provides. It is the sole responsibility of Customer to provide any necessary security. With execution of this document, Customer is agreeing to the Terms and Conditions of this document and will hold Association, its agents and contracts harmless for any and all liabilities arising from the use of non-secured circuits. Customer is responsible for Anti-Virus protection on all devices. Association requires that all devices directly or indirectly accessing Association's network and Internet connection must have the latest virus protection software, windows security updates, system patches and any technological cautions available/ necessary to protect Association's network, Customer and others from viruses, worms or any malicious programs and other disruptive appliances.
12. **Cancellation:** No credit will be given for service cancelled after installation. Rates include all applicable taxes. A fifty (\$50.00) processing charge will be applied to orders cancelled prior to installation. Credit will not be given for service installed and not used.
13. Customer must provide any services (email, ftp, http servers, etc.) that are required. Association provides standard Internet connectivity, including use of DNS servers. Installations will bring the service to the requested location in the most convenient manner, and do not include any computer equipment, special wiring, or additional labor. Association's network is a TCP/IP network only. All computer equipment must be configured for the TCP/IP protocol only. Any connections transmitting protocols other than TCP/IP (i.e.: IPX, NETBEUI, etc.) with addresses assigned by Association, will be disconnected until the non-TCP/IP protocols are removed.
14. End user is responsible for compliance with all applicable federal, state or local laws pertaining to use of the Internet