Internet Service Form

Please submit ALL forms via E-mail to: orders@spatialcode.com
Questions about pricing or for technical support inquiries: 732-486-3222 x402
Any orders placed within 14 days of the start of the show may be subject to a 20% late fee.

		Rate	How Do I Get Connected?
4400	**Wi-Fi Connectivity** 1 IP address/1 device	**$39.99** Per Day / Per Device Please do not submit this service form if you would like to purchase this service. Contact us via email or telephone or see instructions to the right	1. Turn on your Wi-Fi enabled device and select the ⓘ next to the **Meadowlands Expo WiFi** from the available Wi-Fi Networks list. If using an iPad or iPhone TURN OFF "Private Address", then "Join This Network". Wait until you see a ✓ or **CONNECTED** next to the network name. If using a Windows device, please check for this setting and turn it off the same. **YOUR CONNECTION WILL FAIL IF YOU DO NOT TURN THIS OFF** 2. Once you connect to the network, you should be automatically redirected to the sign-up page. If a pop-up window does not open, open a web browser (Internet Explorer, Chrome, Firefox, etc.) and attempt to go to any website. If you do not obtain the window, reset your Wi-Fi and begin again. 3. Select the days of service for your device before clicking on **NEXT**. Fill out **the entire form** with no blank spaces. Please avoid extra keystrokes and spacing. Please make sure all information is filled out correctly before clicking **PURCHASE ACCESS. NOTE:** You can go back to change the number of days of service before finalizing your purchase. **If you need to purchase for another device, use that additional device to begin the sign-up process. Wi-Fi purchases are not transferable between devices.**

		Quantity	Rate	Total $
Wireless Internet - Engineering charges are additional and will be calculated after your order is submitted				
4302	Wireless Blanket - Entire Facility / Unlimited Users		Call for Pricing	
4304	Wi-Fi Micro Network - For 4 or more devices / Engineering charges will apply		Call for Pricing	
4305	Wi-Fi Sponsorship		Call for Pricing	
Wired Internet - Installation charges are additional and will be calculated after your order is submitted				
4301	Standard - 1 Private DHCP IP = 1 IP Address / 1 Device		$700	
4307	• Additional Private IP Address / Per Device		$210	
4308	Advanced - 1 Static Public IP Address = 1 Device – Router Enabled		$2350	
4309	• Additional Static Public IP Address / Per Device		$450	
4313	Point-to-Point Connection – Installation Included		$350	
Wired Internet Packages - Pricing includes Installation/Engineering charges				
	Basic - 1 Internet Hardline Feed, 4 Add'l IP Addresses, 5 Patch Cables, 8 Port Switch Rental		$2370	
	Standard - 1 Internet Hardline Feed, 9 Add'l IP Addresses, 10 Patch Cables, 24 Port Switch Rental		$3895	
	Advanced - 1 Internet Hardline Feed, 19 Add'l IP Addresses, 20 Patch Cables, 24 Port Switch Rental		$6535	
Equipment Rental				
4001	Switch (8 Port) – Does not include internet connectivity		$195	
4001	Switch (24 Port) – Does not include internet connectivity		$350	
4001	Patch Cable (up to 50')		$75ea	
Engineering				
4306	Bandwidth – Speeds over 10 Mbps		$175 Per Mbps	
4201	Engineering / Special Networking Configurations		$160 Per Hour	
4311	Installation / On-Site Support		$160 Per Hour	
Telephone/Analog– Please contact us directly by phone if you have any dial-tone/analog or telephony needs				
			Sales Tax (6.625%)	
			Total	

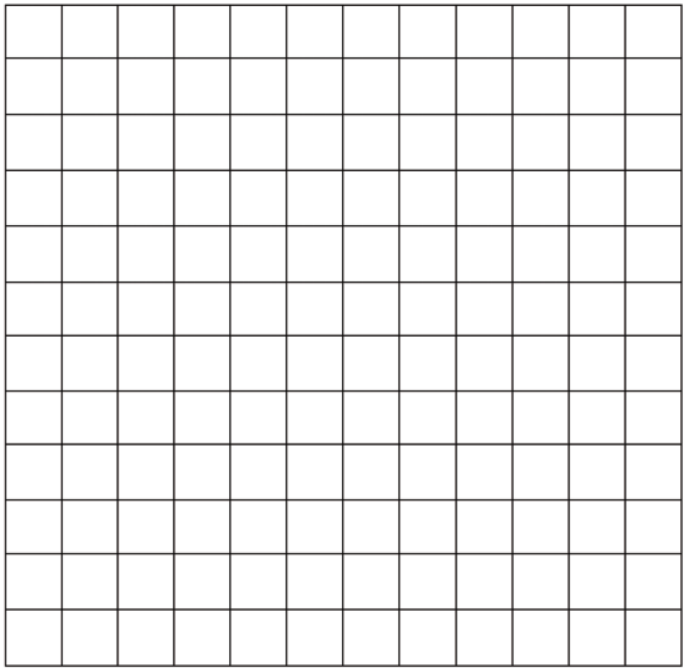
Booth Information Form

To be filled out only if you have chosen wired Network or Telephone service(s).

Company Name: _____ Booth #: _____

Show Name: _____ Move In Date: _____

IMPORTANT! Prior to installation of service, a complete booth floor plan is required. Please utilize this grid if you do not have your own floor plan to send us. For a floor plan to be considered complete it must include all the information listed to the right of the grid (TP(X), designated location of items within the booth, surrounding booths, scale length and width). Send your own diagrams to the email below.



X = Termination Point (TP) – The originating line(s) for service, whether from overhead, a floor pocket or a column, will be delivered to this point within your booth. Unless specified, the TP will placed at Big Red Pin Inc.'s discretion. A per line move fee will apply to relocate services within your booth after they have been engineered and / or installed.

C / D = Computer "C" or Device "D". Indicate the exact location where any device requiring connectivity will be placed. Since this is a wired device, plan on keeping this device in place. If you rented a switch, this will be placed in the best location chosen by Big Red Pin Inc. installers.

Orientation = The Booth or Aisle #'s surrounding your booth. A minimum of one surrounding Boo Aisle # is required (two or more would be more helpful) for Big Re Inc. to accurately install your services.

Size = Booth dimensions (exam x10) _____.

Scale = 1 Box is equal to _____ ft.

Please submit ALL forms via E-mail to: orders@spatialcode.com or if you have questions about your booth setup : (732) 486-3222 x402

TERMS AND CONDITIONS OF USE OF SERVICES AND ACCEPTABLE USE POLICY

This Terms and Conditions of Use of Services and Acceptable Use Policy (the "Agreement") is between Spatial Code Inc. ("Spatial Code") and you, the customer (the "Customer") (collectively, Spatial Code and Customer, the "Parties"), wherein this Agreement shall govern Customer's access and use of certain Internet, voice and data communications services (collectively, the "Services") provided by Spatial Code to Customer, and any users of Customer's, and the electronic and communications network (the "Network") owned, operated or otherwise maintained by Spatial Code through which the Services are provided in, at and about a defined facility at a geographic location in which Spatial Code has established its Network for the provision of said Services (all such areas in which the Network is established for the provision of the Services, the "Premises"). Any access or use of the Services or the Network by Customer represents Customer's express agreement to be bound by the terms and conditions of this Agreement. If Customer does not agree to be bound by the terms and conditions of this Agreement, Customer may not use the Services or otherwise access the Network. This Agreement is comprised of two (2) sections: 1) Terms and Conditions of Use of Services, and 2) Acceptable Use Policy. Any access or use of the Services or the Network by Customer represents Customer's express agreement to be bound to the terms of both sections, which are to be construed together.

I. TERMS AND CONDITIONS OF USE OF SERVICES

Customer Terms

Subject to other provisions within this Agreement, the following terms and conditions shall apply to the Services and the Network established by Spatial Code for the provision thereof at the Premises:

- Customer is prohibited from creating, establishing, accessing, importing or otherwise using, or allowing any other person to use, any Internet/voice/data electronic or communications network of any kind at, in or about the Premises. No third party networking equipment or infrastructure of any kind shall be permitted or allowed at, in or about the Premises.
- Network speed shall be at or about 10Mbps unless specially agreed to by the Parties, in writing, no less than forty-five (45) days in advance of the first date in which contracted Services are to be provided at the Premises, in accordance with the additional cost established therefor by Spatial Code.
- To receive the "Regular Rate," as that rate is set forth in the prevailing rate schedule established by Spatial Code, Customer's order must be processed and paid for by Customer at least twenty-one (21) days prior to first date in which the contracted Services are to be provided at the Premises. At the time that Customer submits its order to Spatial Code, Customer shall further submit to Spatial Code a floor plan of the Premises for which Customer seeks Spatial Code to establish and maintain the Network and provide the requested Services. Customer's failure to comply with the requirements of this provision may result in delays in or the coverage of Services or establishing the Network for the Premises for the scheduled time period.
- Customer acknowledges, understands and agrees that any request to or notification of cancellation by Customer must be in writing and received by Spatial Code NO LATER THAN ten (10) days prior to the first date in which the contracted Services are to be provided at the Premises. In the event that Customer fails to provide ten (10) days' notice of cancellation, all fees paid by Customer for the scheduled Services shall be forfeited as a cancellation fee and there will be NO REFUND of any kind for any reason. In the event that Customer provides no less than ten (10) days' notice of cancellation, Spatial Code shall provide to Customer a refund of fees paid, LESS a twenty percent (20%) cancellation fee.
- Customer is responsible for any equipment rented by Customer from or through Spatial Code. Customer is responsible for any damage, theft, loss or other harm to any such rented equipment and Customer agrees to pay Spatial Code any additional charges assessed as a result of any such damage, theft, loss or other harm to any equipment rented by Customer at the time the rented equipment is returned to Spatial Code.
- Unless otherwise specified between the Parties, any on-site labor or technical assistance provided by Spatial Code to Customer at Customer's request will be billed to Customer at the rate of $135 per hour, which Customer agrees to pay to Spatial Code immediately upon completion of any such additional on-site services.
- With respect to providing access and use of the Network and the Services, Spatial Code shall provide Internet and IP assignment routing. Customer shall be responsible for supplying its own cables, connectors, and adapters for hard line connection to the Network, unless, at Customer's request and as agreed to by Spatial Code in writing, and in accordance with any costs or charges established therefore at Spatial Code's prevailing fees/charges schedule, Spatial Code provides such materials or equipment to Customer. Connecting to the Network with mobile devices, and the functionality of said devices, is Customer's sole responsibility.
- Customer acknowledges, understands and agrees that private networks, VPN, static IP's, custom network requirements, etc. are not included in the Services. At Customer's request, and as agreed to by Spatial Code in writing, Spatial Code may provide such additional services to Customer at additional cost and expense as established therefore at Spatial Code's prevailing fees/charges schedule and in accordance with the specific needs or requirements thereof by Customer. All such additional services MUST be ordered by Customer from Spatial Code no less than twenty-one (21) days prior to the first date in which the contracted Services, including the requested additional services, are to be provided at the Premises. Failure to do so may result in possible delays in or the coverage of said additional services or establishing the Network for such additional services for the Premises for the scheduled time period.
- Customer is solely and exclusively responsible for Customer's device and equipment configurations to connect to the Network. Spatial Code will only troubleshoot devices and equipment installed by Spatial Code.

Charges / Billing / Payment

Subject to other provisions within this Agreement, Customer agrees to pay all charges and fees specified by Spatial Code when Customer submits its order to Spatial Code for the requested Services, including any applicable taxes, fees, surcharges or other assessments arising in connection with the provision of the Services and access to the Network. Customer further acknowledges and agrees that Customer has fully reviewed the prices, scheduled rates, fees and charges associated with the specific type of Services ordered by Customer, and Customer fully and expressly agrees to said prices, scheduled rates, fees and charges thereto in accordance with the terms and conditions of any applicable order, invoice, terms of service, contract or other agreement between the Parties. All charges for the Services and to access the Network must be paid in full by Customer prior to using the Services or the Network. Spatial Code shall provide the Services and access to the Network on 24 hour, day-to-day basis commencing with Customer's express acceptance of this Agreement. Subject to any provision in this Agreement to the contrary, payment for Services rendered to Customer by Spatial Code, including any additional service provided by Spatial Code to Customer under this Agreement, is due at the time of demand by Spatial Code. Customer acknowledges, understands and agrees that in the event that Spatial Code is required to pursue any action, including, but not limited to, any legal action or process, to collect on any charges not paid by Customer in accordance herewith, Customer agrees to fully and completely reimburse Spatial Code for all expenses, costs, fees and charges incurred by Spatial Code to recover such sums due, including, but not limited to, attorneys' fees and costs and other legal expenses. Customer further agrees to pay to Spatial Code all current charges for the Services as well as taxes and fees assessed against Customer or Spatial Code on the charges and all late payments, interest, and other associated fees.

Service Suspension / Termination

Spatial Code respects freedom of expression and believes it is a foundation of a free society to express differing points of view. Spatial Code agrees not to terminate, deny or suspend access to or use of the Services or the Network, or any portions thereof, to Customer as a result of content subject matter. Notwithstanding the foregoing, however, Spatial Code may, in its sole and absolute discretion, immediately terminate, deny or suspend access to or use of the Services or the Network, or any portions thereof, without notice, for conduct that Spatial Code believes (a) violates the Acceptable Use Policy, set forth below in this Agreement, or (b) constitutes a violation of any law, regulation, or tariff (including, without limitation, copyright and intellectual property laws) or is otherwise a violation of this Agreement. Termination, denial or suspension of access to or use of the Services or the Network, or any portions thereof, by Spatial Code to Customer as a result of the foregoing may also result in the termination, cancellation or suspension of any license provided by Spatial Code to Customer to use any software or mobile application/app required for accessing and using the Services or the Network. Spatial Code may also terminate, deny or suspend access to or use of the Services or the Network, or any portions thereof, in the event that Spatial Code determines that Customer provided false or inaccurate information to Spatial Code necessary for ordering, securing or providing Services to Customer or for billing Customer therefor or obtaining payment thereof. If Spatial Code terminates, denies or suspends access to or use of the Services or the Network in accordance with this provision, Customer shall NOT be entitled to a refund to or for any sums previously paid by Customer for the Services.

Modifications and Revisions to the Services and this Agreement

Spatial Code reserves the right to modify or discontinue, temporarily or permanently, at any time and from time to time, the Services, or any function or feature of the Services, or access to the Network, or any portions thereof, with or without notice. Customer understands, acknowledges and agrees that Spatial Code is not and shall not be liable to Customer or Customer's users, or to any third party, for any such modification, suspension, or discontinuance of the Services or access to the Network, or any portions thereof. Without limiting the foregoing, Spatial Code may post or e-mail notices of changes in the Services or access to the Network, as Spatial Code deems appropriate and in its sole and absolute discretion.

Spatial Code reserves the right to modify this Agreement, including its Acceptable Use Policy, below, at any time. Revisions or modifications to this Agreement are effective when posted by Spatial Code to its website. It is Customer's responsibility to check the Spatial Code's website for the latest version of this Agreement. The current version of this Agreement, including the Acceptable Use Policy, is posted at: www.bigredpin.com/terms-and-conditions.html. Customer's continued access and use of the Services or the Network following any modification to this Agreement constitutes Customer's acceptance of those modifications. If Customer does not agree to any subsequent revisions or modifications to this Agreement in accordance with the foregoing, Customer agrees to immediately cease accessing and using the Services and the Network.

Spatial Code may provide notice of any revisions or modifications to this Agreement, including the AUP, by electronic mail to Customer. It is Customer's responsibility to notify Spatial Code of any change of e-mail or mailing address.

Operational Limits

Customer expressly acknowledges, understands and agrees that the Services and the Network are provided "AS IS" and that Spatial Code shall not be liable for any disruption, disconnection, outage, temporary interruption, delay, slowness, or any other failure by the Network or the Services to perform, in whole or in part, for any reason whatsoever. The Services and the Network are subject to the availability and the operational limitations of the requisite equipment and associated facilities en-, in and about the Premises, various third-party networks and third party Internet service providers, the Internet and the various traffic and bandwidth associated therewith, and many other factors over which Spatial Code has no control, including, but not limited to, acts of God, fire, explosion, vandalism, nuclear disaster, terrorism, cable cut, storm or other similar occurrence, and further including any law, order or regulation by any government, civil, or military authority, national emergencies, insurrections, riots, wars, labor difficulties, supplier failures, shortages or breaches, and further including any delays or failures caused by Customer or Customer's equipment/devices or the failure of or by any third party network or Internet circuit/access provided by any third party. Refunds will NOT be issued for any delay, disruption, or outage of the Services or access to the Network, in whole or in part, for any reason of any kind.

In addition, Spatial Code shall not be responsible or held liable for any reduction, interference or suspension in transmission speeds of the Services or the Network at the Premises which may be caused by: a) the use or discovery of personal MiFi/hotspot transmissions, whether utilized by an attendee, exhibitor, vendor, or show management or employee of show management at the Premises; b) the use or discovery of any networks not implemented by Spatial Code by any of the above mentioned entities; c) the use or discovery of any devices, utilized by any of the above mentioned entities, that broadcast an SSID (Service Set Identifier). Customer acknowledges, understands and agrees that, in addition to other bases set forth in this Agreement, Customer is NOT entitled to any refund or exchange for purchased Services as a result of the foregoing.

Registration / Customer Information / Password Security

All information requested by Spatial Code and provided by Customer to Spatial Code must be accurate, said information including, but not necessarily limited to, Customer's name, e-mail address, credit or debit card number(s) and expiration date(s), and any other information requested by Spatial Code from Customer related to payment for the Services or any additional service provided by Spatial Code to Customer or its users (collectively, all such Customer information, the "Registration Data"). Customer is responsible for keeping such Registration Data up-to-date and current and Customer agrees to notify Spatial Code promptly of any changes thereto. Customer agrees to keep Customer's login information confidential and Customer is solely responsible for any liability or damages resulting from Customer's failure thereof. Customer is solely and fully responsible and liable for any and all activities that occur under the IP address/MAC address assigned to Customer and associated with Customer's device(s) and account with Spatial Code. Customer agrees to immediately notify Spatial Code if Customer suspects any breach of security, such as, but not limited to, loss, theft, or unauthorized disclosure or access or use of the Services or the Network provided by Spatial Code to Customer or with Customer's account.

Third Party Content Disclaimer / Links to Third Party Sites

Customer acknowledges, understands and agrees that all links or access points to third party sites, content or other materials accessible by Customer through the Services or the Network (collectively, all such third party links, sites, content, data, files, software, apps or other materials of any nature whatsoever, the "Third Party Content") have not been, nor will be, independently authenticated, in whole or in part, by Spatial Code, and Customer therefore assumes all risks when accessing or using any Third Party Content. Spatial Code does not provide, sell, license, or lease any Third Party Content, other than that specifically and explicitly identified as being provided by Spatial Code (collectively, all such Third Party Content specifically and explicitly identified as being provided by Spatial Code, the "Spatial Code Third Party Content"). Customer acknowledges, understands and agrees that all Spatial Code Third Party Content is not under the control of or maintained by Spatial Code, is provided to Customer only as a convenience to Customer, Spatial Code is not responsible for the content of any Spatial Code Third Party Content, and the inclusion of any such Spatial Code Third Party Content does not imply endorsement by Spatial Code of that content or the websites associated therewith.

Privacy Policy

By agreeing to the terms and conditions of this Agreement, Customer permits Spatial Code to collect and use certain of Customer's personal information (all such personal information, Customer's "Personal Information") as expressly set forth in accordance with the terms and conditions this Agreement. Personal Information is data and information that can be used to uniquely identify or contact a single person, e.g., Customer. Customer may be asked to provide or Spatial Code may otherwise access certain of Customer's Personal Information anytime that Customer utilizes the Services or otherwise accesses the Network, or contacts or uses services provided by a company affiliated with Spatial Code (an "Affiliate"). Spatial Code and its Affiliates may share Customer's Personal Information with each other and use it consistent with the terms of this Agreement. Spatial Code and its Affiliates may also combine Customer's Personal Information with other information to provide and improve Spatial Code's products, services, content, and advertising. Additional terms and conditions concerning the use of Customer's Personal Information are set forth on Spatial Code's website at: www.bigredpin.com/privacy-policy.html, the contents of which are incorporated herein in their entirety.

General and Software Use Restrictions and Licenses

Subject to Customer's acceptance of and compliance with the terms and conditions of this Agreement and payment by Customer to Spatial Code for the Services and access to the Network, Customer is hereby granted a limited, non-exclusive, non-transferable, revocable, and non-assignable license to use the Services, access the Network and download and use any software provided by Spatial Code to access and use the Services and the Network. The Services and the Network are provided for Customer's use only (unless otherwise specifically stated) and Customer agrees not to reproduce, duplicate, copy, sell, transfer, resell, or exploit for any commercial purposes Customer's limited subscription to access and use the Services and the Network, and any portions thereof. Customer may not sell, resell, sublicense, assign, or transfer Customer's right to access and use the Services or the Network. All information, documents, products and software provided by Spatial Code to Customer to access and use the Services and the Network, or any portions thereof (collectively, all such information, documents, products and software, the "Spatial Code Materials"), are either the property or copyrighted works of Spatial Code or were provided to Spatial Code by various third party manufacturers, authors, developers, licensees, and vendors (the "Third Party Providers"). Except as expressly stated to the contrary herein, Customer is prohibited, directly or indirectly, from copying, reproducing, reselling, distributing, publishing, republishing, downloading, displaying, posting or transmitting any Spatial Code Material, or committing any other act with respect to the Spatial Code Materials that is in violation of the U.S. Copyright Act (or any other applicable intellectual property law, rule or regulation) in any form or by any means or in any medium of any kind, without the prior express written permission of Spatial Code. Customer is further prohibited, without Spatial Code's prior express written permission, from "mirroring" any Spatial Code Material on any third party server or any kind. Subject to the foregoing, nothing provided in this Agreement confers or shall be construed as conferring any additional license or other right in or to any of the intellectual property rights of Spatial Code or any Third Party Provider, whether by estoppel, implication, or otherwise. In the event that any software made available by Spatial Code to Customer for download to access or use the Services or the Network is accompanied with an end user license agreement, Customer acknowledges, understands and agrees that Customer must accept the terms and conditions of such end user license prior to installing and/or using the software.

Submissions

Unless otherwise explicitly stated, any materials or content provided or submitted by Customer to Spatial Code (collectively, all such material the "Customer Materials") in connection with accessing and utilizing the Services or accessing the Network shall be deemed to be provided on a non-proprietary and non-confidential basis. Spatial Code shall have no obligation of any kind with respect to such Customer Materials and shall be free to use or disseminate such Customer Materials on an unrestricted basis for any purpose.

Disclaimer of Warranties

UNLESS EXPRESSLY STATED TO THE CONTRARY IN THIS AGREEMENT, THE SERVICES, THE NETWORK AND ALL SPATIAL CODE MATERIALS ARE PROVIDED "AS IS." ALL EXPRESS OR IMPLIED CONDITIONS, REPRESENTATIONS AND WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, ARE EXPRESSLY DISCLAIMED, EXCEPT TO THE EXTENT THAT SUCH DISCLAIMERS ARE HELD TO BE LEGALLY INVALID. SPATIAL CODE MAKES NO REPRESENTATIONS, WARRANTIES, OR GUARANTIES AS TO THE QUALITY, SUITABILITY, TRUTH, ACCURACY, OR COMPLETENESS OF THE SERVICES, NETWORK OR ANY SPATIAL CODE MATERIALS PROVIDED THEREWITH, OR ANY PORTIONS THEREOF. SPATIAL CODE DOES NOT AUTHORIZE ANY THIRD PARTY TO MAKE ANY STATEMENT, REPRESENTATION OR WARRANTY ON THE BEHALF OF SPATIAL CODE AND CUSTOMER MAY NOT RELY ON ANY STATEMENT, REPRESENTATION OR WARRANTY MADE OR DISCLOSED BY ANY PERSON OR ANY THIRD PARTY AS A STATEMENT, REPRESENTATION OR WARRANTY OF SPATIAL CODE.

Limitation of Liability

SPATIAL CODE SHALL NOT BE LIABLE FOR ANY DAMAGES OR CLAIM OF DAMAGES OF ANY KIND SUFFERED OR ALLEGED TO BE SUFFERED BY CUSTOMER ARISING OR RESULTING FROM OR OTHERWISE IN CONNECTION WITH CUSTOMER'S ACCESS OR USE OF THE SERVICES, THE NETWORK OR ANY SPATIAL CODE MATERIALS, OR ARISING FROM, AS A RESULT OF OR IN CONNECTION WITH USING, MODIFYING, CONTRIBUTING, COPYING, DISTRIBUTING, OR DOWNLOADING ANY THIRD PARTY CONTENT OF ANY KIND WHATSOEVER WHILE ACCESSING OR USING THE SERVICES OR THE NETWORK. SAID DAMAGES INCLUDING, BUT NOT LIMITED TO, ANY INDIRECT, PUNITIVE, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF BUSINESS, LOST REVENUE, LOST PROFITS, LOSS OF USE, LOSS OF DATA OR OTHER ECONOMIC ADVANTAGE) HOWEVER THEY ARISE, WHETHER FOR BREACH OR IN TORT, EVEN IF SPATIAL CODE HAS BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

Indemnification

Customer agrees to indemnify and hold harmless Spatial Code and its subsidiaries, affiliates, officers, agents, co-branders, licensors, or other partners and employees from any claim or demand, including reasonable attorneys' fees, made by any third party due to, as a result of, arising out of or otherwise in connection with: (a) any content or materials that Customer submits, posts, transmits, communicates, displays or otherwise makes available through the Services or the Network, including, but not limited to, any Third Party Content; (b) Customer's access or use of the Services or the Network; (c) Customer's violation of any term or condition of this Agreement; (d) any violation by Customer of any rights of another; (e) any violation of the Acceptable Use Policy of this Agreement by Customer or any of its Users, and (f) the use of Customer's account or sub-account with Spatial Code whether or not such usage was expressly authorized by Customer.

Customer Liability and Responsibility

CUSTOMER SHALL BE SOLELY RESPONSIBLE FOR IMPLEMENTING AND MAINTAINING ADEQUATE SECURITY, PROTECTION AND BACKUP OF ALL CUSTOMER DATA, MATERIALS AND EQUIPMENT USED BY OR UNDER THE CONTROL OF CUSTOMER IN CONNECTION WITH ACCESSING OR USING THE SERVICES OR THE NETWORK. CUSTOMER ACKNOWLEDGES, UNDERSTANDS AND AGREES THAT SPATIAL CODE SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY CLAIM BY CUSTOMER OR ANY THIRD PARTY FOR ANY LOST DATA, RE-RUN TIME, INACCURATE OUTPUT, WORK DELAYS OR LOST PROFITS RESULTING FROM CUSTOMER'S ACCESS OR USE OF THE SERVICES, THE NETWORK, ANY SPATIAL CODE MATERIALS OR ANY THIRD PARTY CONTENT, INCLUDING, BUT NOT LIMITED TO, ANY INTERRUPTION OF THE SERVICES OR ACCESS TO THE NETWORK REGARDLESS OF CAUSE. CUSTOMER AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS AND COVENANTS NOT TO SUE SPATIAL CODE (INCLUDING ITS PARENT AND AFFILIATE COMPANIES, IF APPLICABLE, AND ALL EMPLOYEES, OFFICERS, DIRECTORS AND AGENTS THEREOF) FROM AND AGAINST ANY CLAIM OF ANY KIND ARISING, RESULTING OR STEMMING FROM CUSTOMER'S ACCESS OR USE OF THE SERVICES, THE NETWORK, ANY SPATIAL CODE MATERIALS OR ANY THIRD PARTY CONTENT.

Local Laws / Export Control

Spatial Code controls, operates and provides the Services and the Network from within the United States of America. Spatial Code, therefore, makes no representation that the Services, Network, the Spatial Code Materials or any Third Party Content accessed, obtained or transmitted by Customer or through Customer's access or use of the Services or the Network are appropriate or available for use in other locations, and therefore, Customer is solely responsible for compliance with applicable local laws, including, but not limited to, the export and import regulations of other countries concerning the access, use and transmission of all content through Customer's access or use of the Services or the Network.

Unless otherwise explicitly stated, all marketing or promotional materials provided with or as part of the Spatial Code Materials are solely directed to individuals, companies, or other entities and third parties located in the United States of America. Customer acknowledges, understands and agrees that any such Spatial Code Materials are subject to the U.S. Export Administration Laws and Regulations. Diversion of such Spatial Code Materials that is contrary to U.S. law is prohibited. Customer agrees that none of the Spatial Code Materials, nor any direct product therefrom, is being or will be shipped, transferred, or re-exported, directly or indirectly, to proscribed or embargoed countries or their nationals, nor will be used for nuclear activities, chemical biological weapons, or missile projects unless authorized by the U.S. Government. Proscribed countries are set forth in the U.S. Export Administration Regulations. Countries subject to U.S. embargo are: Cuba, Iran, Iraq, Libya, North Korea, Syria, and the Sudan. This list is subject to change without further notice and Customer must comply with the list as it exists in fact. Customer certifies that Customer is not on the U.S. Department of Commerce's Denied Persons List or affiliated lists or on the U.S. Department of Treasury's Specially Designated Nationals List. Customer further agrees

Initials _____

to strictly comply with all U.S. export laws and Customer assumes sole responsibility for obtaining licenses to export or re-export as may be required.

U.S. Government Rights.

The Spatial Code Materials are provided with the following restrictions: use, duplication, or disclosure by the U.S. Government is subject to the restrictions set forth in the FAR 52.227-19 (June 1987), FAR 52.227-14 (ALT I II & ALT III) (June 1987), or if the Department of Defense, as specified in DFARS 252.7202-1(a) and 252.7202-3(a) and vendor's applicable license terms, and DFARS 252.227-7013 (Nov 1995) and 252.227-7014(Nov 1995), as applicable. Use of any Spatial Code Material by the U.S. Government constitutes acknowledgment of the respective proprietary rights in said materials by Spatial Code and/or the applicable Third Party Provider.

General.

Any action related to this Agreement may only be brought in the Superior Court of New Jersey, Middlesex County, or the United States District Court for the District of New Jersey, Newark Vicinage, said courts having exclusive personal and subject matter (as applicable) jurisdiction over such cases and controversies arising out of this Agreement, to which Customer expressly consents and agrees. This Agreement shall be governed by and construed according to applicable New Jersey law and controlling U.S. federal law and no choice of law rules will apply. This Agreement provides basic terms and conditions of use of the Services, the Network and any Spatial Code Materials provided therewith, and will be enforced in conjunction with any other contractual arrangement or account agreement, if any, between Spatial Code and Customer concerning the ordering, purchase, terms of service, technical requirements or arrangements, and the like, with respect to any purchased Services. In the event there is a conflict between any provision of this Agreement and a provision of any other contract or written agreement between Customer and Spatial Code regarding the ordering, purchase, terms of service, technical requirements or arrangements, and the like, such provision in the other agreements or contracts shall control. In the event that any provision of this Agreement shall be rendered invalid or unenforceable, such invalidity or unenforceability shall not invalidate or render unenforceable any other provision of this Agreement and the remaining terms and conditions of this Agreement shall continue in full force and effect and be construed as if this Agreement did not contain the invalid or unenforceable provision.

Infringement of Intellectual Property Rights.

Customer is prohibited from infringing, publishing, submitting, copying, uploading, downloading, posting, transmitting, reproducing, or distributing any software, video or audio content, or any other content, data or material that is protected by copyright, trademark, patent, trade secret, or any other type of intellectual or proprietary property right, law, rule or regulation, of any party unless Customer owns, controls or has otherwise obtained the necessary rights, consent or permissions thereto.

II. ACCEPTABLE USE POLICY.

In addition to the forgoing Terms and Conditions of Use of Services of this Agreement, Customer hereby further expressly acknowledges, understands and agrees to the terms and conditions of this Acceptable Use Policy ("AUP") as hereby incorporated into this Agreement.

AUP Coverage.

This AUP applies to the Customer's access and use of the Services and the Network. Customer is responsible for the actions of all persons or third parties who use or may be accessing or using the Services under Customer's account (collectively, all such persons or third parties, Customer's "Users"). The terms and conditions of this AUP apply with equal force to all Customer Users and Customer agrees to enforce this AUP as to its Users. Customer further agrees to implement and maintain all appropriate means and measures that are necessary to protect access to Customer's account (e.g., to keep the access password secure).

In the event that Customer or any User violates any term or provision of this AUP, Spatial Code reserves the right, in its sole and absolute discretion, to execute and maintain the appropriate corrective actions (collectively, any and all such corrective and remedial actions and measures, the "Corrective Actions") against Customer, Customer's Users and any third party contacted, communicated with or accessed by Customer, including any subscriber of Customer's services (a "Customer Subscriber"), even though the Corrective Actions taken by Spatial Code may affect other non-offending subscribers of Customer. Depending on the nature and severity of the violation(s), Corrective Actions may include, but are not limited to, the suspension, denial or termination of access and use of the Services and the Network to Customer and its Users, as specified further within this AUP.

Through access and use of the Services and the Network in accordance with this Agreement, Customer may access various third party search engines, subscription web services, chat areas, bulletin boards, web pages, USENET, or other third party services that promulgate rules, guidelines or agreements to govern their use. Customer expressly acknowledges, understands and agrees to comply with and adhere to all such third party rules, guidelines or agreements and that failure to do so shall be a violation of this AUP.

AUP Enforcement, Notice and Corrective Action.

In addition to the foregoing, violations of this AUP by Customer may result in Spatial Code, in its sole and absolute discretion, taking Corrective Actions, including, but not limited to, such measures from a warning notice, to a suspension of privileges, or the termination of Services to Customer and the denial of access to the Network. Spatial Code reserves the right, but does not assume the obligation, to strictly enforce the AUP. Spatial Code may, but is not obligated to, provide Customer with notice of an AUP violation and demand that such violation be immediately corrected by Customer.

Notwithstanding the forgoing, Spatial Code reserves the right to act immediately and without notice to suspend, deny or terminate Services or access to the Network to Customer in response to a court order or other legal requirement that certain conduct should be stopped or when Spatial Code determines, in its sole and absolute discretion, that the conduct may: (1) expose Spatial Code to sanctions, prosecution, civil action or any other liability, (2) cause harm to or interfere with the integrity or normal operations of the Network or any equipment or facilities, (3) interfere with another person's access or use of Services or the Network, or (4) otherwise present a risk of harm to Spatial Code or its other customers or any other party.

Customer expressly acknowledges, understands and agrees that any and all Corrective Actions executed, implemented and maintained by Spatial Code with respect to this AUP are final. Spatial Code may refer potential violations of law(s) to the proper authorities, may cooperate in the investigation of any suspected criminal or civil wrongdoing, and will cooperate with authorities when required to do so by law, subpoena, or when the public safety is at stake, and Spatial Code shall have no obligation to inform Customer as to any such activities or the disclosure of information.

Spatial Code reserves the right to monitor Customer's activities when accessing or using the Services or the Network and to exercise editorial control over any material transmitted, hosted, or posted by Customer while accessing or using the Services or the Network to ensure that Customer complies with this AUP and the law. In the event that Spatial Code learns or discovers violations or potential violations by Customer of this AUP, Customer acknowledges, understands and agrees that Spatial Code may execute, implement and maintain additional measures, all further comprising the Corrective Actions available to Spatial Code, to stop or prevent such violations, including, but not limited to, screening or editing content, blocking content, refusing to transmit content, blocking access to certain categories of IP addresses or certain sites, or any other action necessary to enforce the policies of this AUP.

In the event that Spatial Code suspends, denies or terminates Services or access to the Network to Customer for any AUP violation, Customer must, prior to reactivating or ordering any Services from Spatial Code, first obtain written approval from Spatial Code, said approval or declination thereof being in the sole and absolute discretion of Spatial Code. In the event that Spatial Code approves Customer for reactivation to receive Services and access the Network, or to access and use any new Services and access the Network, set-up fees, reactivation fees, or deposits may apply. In the event that Spatial Code discovers that Customer has renewed or reactivated Services or ordered new Services from Spatial Code following prior suspension, denial or termination thereof as a Corrective Action taken by Spatial Code as a result of a violation of this AUP without first obtaining the prior written consent of Spatial Code, Spatial Code may immediately terminate any such new or reactivated Services without further notice. In any such case, Customer shall be responsible for any applicable early termination charges.

Spatial Code will not issue any refunds, credits or other forms of compensation for any period of time during which Services or access to the Network have been suspended, denied or terminated as a result of any violation or alleged violation of this AUP.

Customer further expressly acknowledges, understands and agrees that Spatial Code shall not be liable or responsible for any damages or claim of damages of any nature suffered or allegedly suffered by Customer, any User of Customer's account, any Customer Subscriber, or any other third party resulting from, in whole or in part, Spatial Code's exercise of its rights under this AUP.

Network Use Limitations.

In the event that Customer's account with Spatial Code or the Services provided to Customer specifies limitations on bandwidth, disk utilization, simultaneous connections, or aggregate data download or upload, or other Network use limitations (collectively, all such limitations, "Use Limitations"), any use by Customer or its Users in excess of any Use Limitation is strictly prohibited without an appropriate change in account type or status with Spatial Code and violation thereof may result in, among various Corrective Actions available to Spatial Code, Customer incurring additional charges for such usage.

Bandwidth, disk utilization, simultaneous connections, and aggregate data downloads/uploads on Customer's account with respect to Customer's access and use of the Services and the Network will be monitored by Spatial Code for exceedances in Use Limitations. In the event that Spatial Code determines that Customer is exceeding its Use Limitations, Spatial Code may attempt to notify Customer as to such exceedances. If Customer continues with exceedances and violations of Use Limitations after any such notification, Spatial Code may require Customer to upgrade the type of account or to modify the activity creating Customer's exceedance of Use Limitations, and Customer's failure to do so may result in Spatial Code taking appropriate Corrective Actions.

In the event that exceedances of Use Limitations by Customer is determined to adversely affect the ability of Spatial Code to provide services to its customers or such violations otherwise adversely affect the operation of the Network, Spatial Code may, in its sole and absolute discretion, immediately execute, implement and maintain any Corrective Action. In such instances, Spatial Code will attempt to notify Customer as soon as practical thereafter.

Unlawful Activities.

Customer is prohibited from using the Services or the Network in connection with any criminal, civil, or administrative violation of any applicable local, state, and provincial, federal, national or international law, treaty, court order, ordinance, regulation, or administrative rule (collectively, all such actions, "Unlawful Activities"). Customer acknowledges, understands and agrees that Spatial Code, in its sole and absolute discretion, may immediately execute, implement and maintain any Corrective Action in the event of any Unlawful Activity by Customer or its Users.

Offensive or Threatening Material or Content.

Customer is prohibited from accessing or using the Services or the Network to host, post, transmit, or re-transmit any content or material that is threatening, harassing, obscene, indecent, hateful, malicious, racist, fraudulent, deceptive, invasive of privacy or publicity rights, abusive, inflammatory, or otherwise harmful or offensive to third parties, treasonous, excessively violent or promotes the use of violence, or provides instruction, information or assistance in causing or carrying out violence against any government, organization, group or individual, or provides guidance, information or assistance with respect to causing damage or security breaches to the Networks or to the network of any other service provider and Customer is further prohibited from creating or attempting to utilize a domain name that is fraudulent, indecent, offensive, deceptive, threatening, abusive or harassing (collectively, all such offensive or threatening material, content and actions, "Offensive Content"). Customer acknowledges, understands and agrees that Spatial Code, in its sole and absolute discretion, may immediately execute, implement and maintain any Corrective Action in the event of any Offensive Content by Customer or its Users.

Interaction with Minors.

Spatial Code has a zero tolerance policy regarding access and use of the Services or the Network to engage in inappropriate conduct with a minor (anyone under 18 years of age). Customer expressly acknowledges, understands and agrees that Customer shall not knowingly collect or solicit personal information from a minor without the express consent of the parent or guardian of the minor, nor shall you use the Services or the Network to harm or intimidate a minor. Spatial Code complies with all federal and state laws pertaining to the protection of minors, including the reporting of all apparent cases of child pornography or exploitation to the National Center for Missing and Exploited Children. For more information about online safety, visit www.ncmec.org.

Spam / E-mail/Usenet Abuse.

Violation of the CAN-SPAM Act of 2003, or any state or federal law regulating e-mail services, constitutes an automatic violation of this AUP and Spatial Code reserves the right to seek damages and other available relief against Customer, as applicable. Customer further acknowledges, understands and agrees that Spatial Code, in its sole and absolute discretion, may immediately execute, implement and maintain any Corrective Action in the event of any violation of this Spam/E-mail/Usenet Abuse provision by Customer or its Users.

Customer is prohibited from accessing or using the Services or the Network to engage in any form of Spam/E-mail/Usenet Abuse, as discussed herein, or to engage in any other activity that is in violation of the CAN-SPAM Act of 2003. Examples of Spam/E-mail/Usenet Abuse include, but are not limited to, the following activities:

- Sending unsolicited electronic mail messages and "mail-bombing" (sending mass unsolicited e-mail messages to a single user, or group of users, commercial or otherwise, or deliberately sending very large attachments to one recipient);
- Using another site's mail server to relay mail without the express permission of the site;
- Using another computer, without authorization, to send multiple e-mail messages or to retransmit e-mail messages for the purpose of misleading recipients as to the origin; • Using IP addresses that the Customer does not have a right to use;
- Collecting responses from unsolicited electronic messages;
- Maintaining a site that is advertised via unsolicited electronic messages, regardless of the origin of the unsolicited electronic messages;
- Spamming, sending unsolicited commercial e-mail, sending unsolicited electronic messages with petitions for signatures, any chain mail related materials, or requests for charitable donations;
- Sending messages that are harassing or malicious, or otherwise could reasonably be predicted to interfere with another party's quiet enjoyment, access and use of any service provided by Spatial Code or access and use of the Network (e.g., through language, frequency, size or otherwise);
- Sending bulk (i.e., twenty-five or more recipients) electronic messages without identifying, within the message, a reasonable means of opting out from receiving additional messages from the sender; • Using distribution lists containing addresses that include those who have opted-out;
- Sending electronic messages that do not accurately identify the sender, the sender's return address, the e-mail address of origin, or other information contained in the subject line or header;
- Forging headers or identifiers in order to disguise the origin of e-mail;
- Use of redirect links in unsolicited commercial e-mail to advertise a website or service;
- Posting a single message or messages to online forums or newsgroups, that could reasonably be expected to provoke complaints;
- Posting messages to or cancelling or superseding messages on an online forum or newsgroup in a manner that violates the rules of the forum or newsgroup or that contain forged header information;
- Sending bulk electronic messages in quantities that exceed standard industry norms or that create the potential for disruption of the Network or of any other electronic network with which Spatial Code interconnects; • Intercepting, redirecting or otherwise interfering or attempting to interfere with e-mail intended for other parties; • Knowingly deleting any author attributions, legal notices, or proprietary designations or labels in a file that the user mails or sends;
- Using, distributing, advertising, transmitting, or otherwise making available any software program, product, or service that is designed to violate this AUP or any terms and conditions of use or acceptable use policy of any other Internet Service Provider, including, but not limited to, the facilitation of the means to spam.

Spam Damages. Because spam related damages are often difficult to quantify, Spatial Code reserves the right, in its sole and absolute discretion, to elect and seek from Customer liquidated damages in the amount of five dollars (US$5.00) for each piece of "spam" or unsolicited bulk e-mail transmitted from or otherwise connected with Customer's account, in addition to any other rights and remedies Spatial Code may have in contract, law, and equity.

Security Violations.

Customer is responsible for ensuring the integrity and security of Customer's network(s) and the machines, equipment and devices that connect to and use the Services and access the Networks. Customer is responsible for configuring and securing Customer's services to prevent damage of any kind to the Network and the disruption of services provided by Spatial Code to other customers, and to ensure that Customer's Users, Subscribers, customers and other third parties connecting to Customer accessing and utilizing the Services and Network do so in an appropriate manner. Customer shall implement and maintain all necessary steps, measures and actions to manage access and use of the Services and the Network in such a manner that network abuse is prevented or minimized to the greatest extent possible. Customer is further responsible for implementing and maintaining all appropriate and necessary corrective and remedial actions, steps and measures on vulnerable, exploited or compromised systems and networks to prevent continued abuse. Violations of system or network security are prohibited and may result in criminal and/or civil liability.

Customer is prohibited from using or attempting to use the Services or the Networks to interfere with, gain unauthorized access to, or otherwise violate the security of any server, network, personal computer, network access or control devices, software, data, or other system or equipment, owned operated or controlled by Spatial Code or by any other party (each such activity a "Security Violation," and collectively, "Security Violations"). Customer acknowledges, understands and agrees that Spatial Code, in its sole and absolute discretion, may immediately execute, implement and maintain any Corrective Action in the event that Spatial Code determines or suspects that Customer has committed a Security Violation. Examples of Security Violations include, but are not limited to, the following:

- Intercepting, interfering with or redirecting e-mail intended for third parties, or any form of network monitoring, scanning or probing, or other action for the unauthorized interception of data or harvesting of e-mail addresses; • Hacking or attempting to attack, breach, circumvent, or test the vulnerability of the user authentication or security of any host, network, server, personal computer, network access and control devices, software or data without express authorization of the owner of the system or network;
- Impersonating others in order to obtain another user's account password or other personal information; • Delivering or attempting to deliver spyware, or secretly or deceptively obtaining or attempting to obtain the personal information of third parties (phishing, etc.), or engaging or attempting to engage in modem hijacking;
- Using any program, file, script, command, or transmitting any message or content of any kind, designed to interfere with a terminal session or the access or use of the Internet or any other means of communication;
- Distributing or using tools designed to compromise security, including cracking tools, password guessing programs, packet sniffers or network probing tools (except in the case of authorized legitimate network security operations); • Unauthorized monitoring of data or traffic on any network or system without the express authorization of the owner of the system or network, including, but not limited to, the use of sniffers or SNMP tools;
- Falsifying packet header, sender, or user information, whether in whole or in part, to mask or attempting to mask the identity of the sender, originator or point of origin;
- Knowingly uploading or distributing files that contain viruses, Trojan horses, worms, time bombs, cancel bots, corrupted files, spyware, malware or any other similar software or program that may damage the operation of another's computer, mobile device or other electronic device or system, or any other property of another;
- Engaging in the transmission of pirated software;
- With respect to dial-up accounts, using any software or device designed to defeat system time-out limits or to allow your account to stay logged on while you are not actively using the Services or accessing the Network or using your account for the purpose of operating a server of any type;
- Using manual or electronic means to avoid any use limitations placed on the Services or on access to the Network;
- Gaining unauthorized access to private networks;
- Violating rules, regulations, and policies applicable to any network, server, computer database, website, or ISP that you access through the Services, or any portion thereof, or the Network, or any portion thereof.

Customer Content.

Customer remains solely and fully responsible for the content of any material posted, hosted, downloaded/uploaded, created, accessed, or transmitted through the access or use of the Services or the Network, or any portions thereof (collectively, all such material, "Customer Content"). Spatial Code shall not be responsible and assumes no liability for any Customer Content, or any Third Party Content, created or accessed on or through the Services or the Network, or for any mistakes, defamation, slander, libel, omissions, falsehoods, obscenity, pornography, or profanity that Customer or Customer's Users or Subscribers may encounter while accessing or using the Services or the Network.

Complaints and Incident Reporting.

Any complaint regarding a violation of this AUP by a Customer or a Customer User, including any claim of copyright or trademark infringement or any other alleged violation of an intellectual property right, should be directed to abuse@ spatial code. com Where possible, include details that would assist Spatial Code in investigating and resolving such complaint (i.e., expanded headers and a copy of the offending transmission).

Responding to Complaints of Violations.

Customer must respond in a timely manner to any complaint or notice of violation of this AUP or any other violation or misuse of the Services or the Network received from Spatial Code. Failure by Customer to responsibly manage access or use of the Services or the Network may result in Spatial Code executing, implementing and maintaining Corrective Actions, and, depending upon the terms under which Customer acquired Services from Spatial Code, may further lead to the imposition of termination fees.

By initialing page one, you acknowledge that you have read and understand the terms on page two, and by signing page two, you acknowledge and understand the conditions set forth on page one.

Contact.

Please direct any questions to:

Spatial Code Inc.
370 New Brunswick Ave.
Ferds, NJ 08863

info@spatialcode.com

Authorized Signature: _____

Date: _____