IFA CONSUMER ELECTRONICS UNLIMITED 29.08.-03.09.2008

E 3.1

Hall	Stand No.
Exhibitor	

Internet Access

Order Form 2008

Exhibitor Service: **Fax:** +49(0)30/30 38-14 60 oder 30 39-0 00 91 43; **Post:** Messe Berlin GmbH, Ausstellerservice, c/o MB Capital Services GmbH, Thüringer Allee 12/12A, D-14052 Berlin
For queries: **Phone:** +49(0)30/30 38-14 00; **E-Mail:** aussteller-service@messe-berlin.de

Application deadline: 01. 08. 2008

We hereby place a firm order for rental of the items selected below for the duration of the event:

Rental period: ..... to ..... Installation date: .....

Does the exhibitor wish to install his own network/terminal devices (WLAN, switches, routers, servers or cables)? If so, please supply details:

	Quantity	Article no.	Description	Price/unit
Premium	.....	INT_E1	Broadband internet connection, bandwidth up to 10 Mbit/s, includes a public IP address, flat rate volume tariff	760.00 EUR
Business	.....	INT_E2	Internet connection via SDSL, bandwidth up to 2 Mbit/s, includes a public IP address, flat rate volume tariff	460.00 EUR
	.....	INT_E12-S	Extension at an INT_E1 or INT_E2 internet connection includes an additional public IP address and cabling on stand	250.00 EUR
	.....	INT_E12-R	Router hardware includes hardware and installation service	120.00 EUR
	.....	INT_E12-SR	Extension at router includes an additional non-public IP address and cabling on stand	120.00 EUR
Standard	.....	INT_E3	Broadband internet connection, bandwidth up to 10 Mbit/s, includes a non-public IP address, flat rate volume tariff	590.00 EUR
Economic	.....	INT_E4	Internet connection via SDSL, bandwidth up to 2 Mbit/s, includes a non-public IP address, flat rate volume tariff	360.00 EUR
	.....	INT_E34-S	Extension at an INT_E3 or INT_E4 internet connection includes an additional non-public IP address and cabling on stand	180.00 EUR
WLAN	.....	INT_E5	Primary connection, Wireless LAN account, use of internet for up to 3 days	150.00 EUR
	.....	INT_E6	Primary connection, Wireless LAN account use of internet for more than 3 days	250.00 EUR
	.....	INT_E56-M	Additional WLAN connections (maximum of 10)	100.00 EUR
Other items	.....		Additonal public IP address for a Premium or Business internet connection	70.00 EUR
	.....		Additonal non-public IP address for a Standard or Economic internet connection	55.00 EUR
	.....		Cat.5 cabling on stand, up to 90 metres in length	193.00 EUR
	.....		Cat.5 cabling, 20 metres in length	58.00 EUR
	.....		Technical/IT support (30 mins.)	75.00 EUR

In order to be able to supply you with the above items we require a diagram of your stand specifying the exact details of the locations of connections and terminal devices.

The mentioned prices are subject to statutory value-added tax and are valid for the duration of the event.

By signing the order you acknowledge the stipulated conditions. In all cases, unless otherwise stated (see below), the invoice for the services will be presented to the company placing the order.

Please note: For later alteration of invoices EUR 30.00 plus VAT will be charged in addition.

☐ Name and address of exhibitor (if recipient of invoice):

.....

.....

☐ Name and address of recipient of invoice (if not identical with exhibitor):

.....

.....

Contact on the stand: ..... Phone: ..... Telefax: .....

E-Mail: .....

Legally binding signature and company stamp:

☐ We are only ordering by order and on account of the exhibitor (services will be charged to the exhibitor).

Date: ..... Name of the customer (in block letters): .....

As of: May 2007 / Subject to alteration / Legal venue and place of jurisdiction is Berlin-Charlottenburg

Messe Berlin – Contractual partner: Messe Berlin GmbH

General conditions for the use of internet connections

Standard, Premium, Economic and Business

As of: June 2006

General notes

Depending on the site and position of the area around the internet connection, in individual cases the availability of the named products may be subject to restrictions. Supplementary products such as switches, routers, DSL modems and public IP addresses are only of limited availability. If orders for internet connections are placed within the specified deadline, i.e. 4 weeks prior to the start of the event, the services will be supplied on time without incurring any additional costs. Orders received after the expiry of the deadline may not be available, or may only be available at an increased cost, which will be passed on to the party placing the order. If no personnel are present on the stand when delivery is made, the services shall be considered to have been duly provided upon fulfilment of the services or delivery of the hired equipment to the stand.

The service provider/lessor is not required to check the authority of the personnel encountered on the stand when the services are provided or when hired goods are delivered.

Any complaints regarding the fulfilment of the services ordered should be made to Messe Berlin on the same day, in writing. Complaints made at a later date will be excluded. An obligation exists to rectify justifiable complaints. Cancellation of the contract or a reduction in the remuneration are only possible if the rectification of the complaint is unsuccessful.

Notes on LAN/internet lines

Access to the internet is provided by a LAN on the exhibition grounds and a 34 Mbit/s external line to a POP (Point-of-presence: provider's internet interface). Simultaneous access to the LAN and the external line is available to all users on the exhibition grounds. This infrastructure is a shared medium where all network users are able to access the same network components and lines, but must therefore share the 34 Mbit/S bandwidth accessing the internet.

The "internet" is a field of wide-ranging responsibilities and Messe Berlin GmbH cannot assume any guarantees regarding end-to-end bandwidth availability. The Messe Berlin GmbH network will be subject to varying levels of utilisation (bandwidth) by its users during exhibitions and congresses. Gateways to various internet providers and web service providers are outside the jurisdiction and the responsibility of Messe Berlin GmbH.

Information about operating a WLAN on an internet connection

If intending to use your own WLAN please notify Messe Berlin in writing prior to the event.

Use of a WLAN can interfere with other radio systems. For this reason the installation of such a WLAN on the Messe Berlin grounds is only permitted subject to the following conditions/stipulations:

The WLAN access points must be modified to avoid causing interference to other radio networks:

- Output adjustment: reduction of the output to a maximum of 30 mWatts
- Channel allocations: use of the free Channel 13 or of the channels made available by Messe Berlin for the respective halls
- Transmission of a fixed SSID containing a reference to the stand and/or company
- The provisions of Orders 89/03 and 35/2002 of RegTP concerning the general allocation of frequencies in the case of WLAN radio usage must be complied with at all times.

WLAN networks may only be used for the purposes of providing networks on one's own stand.. Allowing visitors access to the internet via a public WLAN system (HOTSPOT) is strictly prohibited. Infringements of these regulations will result in the immediate withdrawal of approval to use WLAN technology on the Exhibition Grounds and may also result in more far-reaching claims for damages.

The aforementioned provisions must be adhered to under all circumstances. In the event of infringement of these provisions or interference to the in-house WLAN system, Messe Berlin is entitled to require the user to adjust the parameters as necessary , and, if there is continued interference, may insist that operations are suspended. Interference resulting from infringements of the afore-mentioned rules can cause considerable expense for Messe Berlin as well as damage to its relationship with users of the in-house WLAN network. Messe Berlin draws attention to the fact that, if interference is caused as a result of infringements to the rules and provisions stated above, it will charge its users accordingly for the additional costs incurred and the costs of any damage.

Special configurations – details to be clarified with Messe Berlin prior to an event

DHCP and DNS

The use of DHCP or DNS services is not permitted because this could impede the correct functioning of the internet connections of fellow exhibitors.

The laying of cables by users themselves, including the installation of active components (hubs, switches, routers or servers) is subject to approval by Messe Berlin GmbH, who must be notified accordingly in all cases. Messe Berlin GmbH reserves the right to close down any self-installations that have not received the necessary approval.

In principle we shall only ensure that a functioning LAN/internet line is provided. If computers are not configured to the necessary requirements, then Messe Berlin GmbH shall be able to carry out adjustments (fees will depend on time/labour needed).

If interference within the network is proved to be due to a faulty configuration (PC, notebook, router, proxy etc.), then we may carry out adjustments/make configuration changes at your expense, and if necessary disable the systems/devices in question.

VPN solution

Due to the existence of different VPN technologies not every type of VPN operation can be guaranteed if used with NON-public IP addresses. If one's own VPN installation is being used Messe Berlin GmbH advises that products with official IP addresses should be ordered and used.

Two functional alternatives for internet access/operation:

For normal use, an IP address range which enables you to use all internet services and applications on your PC or notebook will be supplied. However this does **not** allow access to your system from the internet.

You will receive a non-public IP address. Internet access will be provided by means of a NAT (Network Address Translation).

You will require an official IP address in order to be accessible on the internet or to enable the following services to be provided:

- video-conferencing
- streaming
- router or proxy

(See order form E 3.2, Product INT02 – Internet Premium)

Product availability:

Messe Berlin GmbH shall only be able to supply the products listed on condition that the relevant service(s) and the necessary technical facilities are available at the requested location (stand or hall).

In case of an application for LAN/internet lines services being made at least 4 weeks prior the event, these services will be provided on time and free of extra-charge. In case of application which arrive after this date, providing these services will require additional time/labour. Depending on when the application is received, additional costs for express installation work will be incurred and subsequently billed.

Rental period

Orders for connections, lines and services should be made using the appropriate form, which should be returned by the specified deadline. Orders received after this deadline will be dealt with on a first come first served basis. Services and equipment will then only be provided according to the number of call numbers/ lines available.

All the necessary connections will be provided exclusively by Messe Berlin GmbH. The communication equipment and installations are provided on a rental basis. The rental period extends from the time the facilities begin operating until they are disconnected. Cancellation of connections that have already been registered should be made in writing no later than 4 weeks prior to the start of the event (date of postmark). A cancellation fee is payable for cancellations made after this time.

Responsibility for installing cables

Cable installation work for all communications equipment outside the rented stands may only be carried out by Messe Berlin GmbH or its appointed subcontractors.

All equipment that is to be connected must comply with the Telecommunications Approval Regulations and must be approved by the official authority "Bundesnetzagentur für Elektrizität, Gas, Telekommunikation, Post und Eisenbahnen". In the absence of such approval the applicant's connections will be terminated at his own expense.

Liability

1. Subject to the following provisions (Sections 2 to 8) Messe Berlin – irrespective of the legal grounds – will only be liable for damage or injury caused as a result of its own gross negligence or that of its legal representatives.
2. If the damage or injury is due to the gross negligence of other persons employed by Messe Berlin, the latter's liability towards individual users will be limited to 12,500 EUROs, and liability towards the users in their entirety shall not exceed 5,000,000 EUROs for each event causing damage or injury. If the multiple damages, due to the same event, exceed the stipulated maximum figure, the amount of damages payable shall be reduced in accordance with the ratio of the total clams for damages to the maximum figure.
3. Messe Berlin shall be liable for infringement of substantial contractual obligations, according to the merits of the particular case. Contractual obligations shall be considered to be substantial if compliance with them is of particular importance in fulfilling the purpose of the agreement (cardinal obligation). In the case of an infringement of a cardinal obligation the amount of liability shall be limited in accordance with Item "Liability", Number 2.
4. The limitations on liability in accordance with Nos. 1 to 3 do not apply to the assumption of a guarantee in accordance with § 276 Section 1 BGB in cases in which warranted characteristics are lacking, to liability under the terms of the Product Liability Law, or to liability in the case of loss of life, physical injury or impaired health. The assumption of a guarantee or of the risks pertaining to the condition of an item in accordance with § 276 Section 1 BGB is only agreed if this has been expressly indicated as such by Messe Berlin GmbH and forms the subject of a written declaration.
5. Messe Berlin GmbH is not liable for damage which could have been avoided had the user saved the data in good time. Messe Berlin's liability, irrespective of responsibility, for initial defects in the rented items (guarantee liability) is excluded.
6. Exhibitors shall be liable in accordance with the statutory provisions. Exhibitors are advised to take out suitable insurance. More details can be found in the exhibitors' service folder. In the case of equipment that has been misplaced or destroyed, lessees shall be required to pay the manufacturer's list price at the time the item is replaced, and in cases of damage the cost of the repair plus 10 % to cover additional expenses shall be payable.
7. Messe Berlin accepts no liability for damage or injury resulting from force majeure or from unforeseen, temporary conditions which are outside the control of Messe Berlin, and in particular which are due to official directives, the breakdown of communications networks, strikes or lockouts.
8. The rules concerning liability also apply to the personal liability of legal representatives, staff and other persons employed to carry out work or fulfil obligations.

Security and data security

Data will be transferred in uncoded form between the users' terminals and the internet using a local area network (LAN) in place on the Exhibition Grounds. Consequently it may be possible for third parties to view personal data. Messe Berlin GmbH does NOT undertake protective measures within the scope of the LAN, such as the use of firewalls, encoding and virus scanners.

Users must undertake suitable measures of their own, for which they are themselves responsible, to protect against data theft, attack by viruses or worms, or unauthorised access to the system. Suitable state of the art measures consist, for example, of:

- adequate password protection for the operating system
- the use of current security patches for the operating systems
- virus scanners with a current virus database
- firewalls (hardware or software)
- the use of VPN and SSL connections

Any claims for damages resulting from the use of an unprotected computer system are excluded, provided that the event causing the damage is not the result of wilful intent or gross negligence on the part of Messe Berlin GmbH.

Use of the internet, which accessible to the public, shall be at the user's own risk. The user is solely responsible for any damage to his hardware or software, and for loss of data or other forms of loss which can be traced back to his use of these services, provided that the event causing the damage is not due to wilful intent or gross negligence on the part of Messe Berlin.

Steps must be taken to ensure that any terminals which are connected cannot adversely affect operation of the LAN or the internet.

The user is required to check that his hardware is provided with up-to-date security patches or to activate the security settings for his system as recommended by the manufacturers, as well as ensuring that other security systems and devices (firewall, anti-virus protection etc.) are used. In this respect the latest manufacturers' recommendations regarding security and service levels must be observed. The user is liable for damages resulting from infringements of these security obligations.

Messe Berlin reserves the right to disconnect ports and sockets or even entire terminals if the connected equipment jeopardises the interference-free operation of the platform. As a rule such action will be taken 30 minutes after the order is given by telephone to eliminate the fault or the interference. If an acute risk to the operational capabilities of the internet platform exists, disconnection may take place without any prior announcement.

Messe Berlin GmbH, Messedamm 22, D-14055 Berlin, Commercial Register:
HRG Amtsgericht Charlottenburg 92 HRB 5484,
Board of Management: Raimund Hosch (Chairman), Dr. Christian Göke
VAT Id No. DE 136629714, Tax No. 453/04182

Messe Berlin – Contractual partner: Messe Berlin GmbH

General conditions for the use of internet connection WLAN

As of: June 2006

1. Subject

The following provisions govern the use of the WLAN (Wireless Local Area Network) service of Messe Berlin GmbH (hereinafter referred to as "Messe Berlin"). Messe Berlin offers this service under the term "Messe Berlin WLAN". Terms and conditions that differ from those stated here are not applicable, even if Messe Berlin does not explicitly deny their validity.

2.1 Services provided by Messe Berlin/service description

Messe Berlin offers users pay access to the Internet via WLAN at selected locations and within the scope of technical and operational capabilities. WLAN is a wireless technology for data transmission. The network can achieve net bit rates of 5–6 Mbits/sec. These bit rates represent the maximum value and can vary depending on the level of system utilization. There is no guarantee of a minimum bit rate. The frequency range used for the WLAN is not subject to a licence and is also used for other purposes (e.g. Bluetooth) and consequently no guarantees can be given regarding freedom from interference or the minimum quality of radio transmissions.

2.2 The coverage of the Messe Berlin WLAN system is limited to the halls of the exhibition grounds. Coverage in other specially marked areas of Messe Berlin (including the ICC and the Press Center) is a fee-based service provided by T-Mobile Deutschland GmbH and is not covered by this agreement.

Due to the current state of WLAN technology, complete coverage of all areas cannot be guaranteed. Messe Berlin endeavors to provide the most complete coverage possible within the scope of what is technically and operationally feasible.

2.3 Users may gain WLAN access to the internet using a WLAN-enabled terminal **(WiFi Standard)** operating in accordance with the IEEE 802.11b standard. The provisions of Orders 89/03 and 35/2002 of RegTP concerning the general allocation of frequencies in the case of WLAN radio usage must be complied with. **Allowing visitors access to the internet via a public WLAN system (HOTSPOT) is strictly prohibited.** Infringements of these regulations will result in the immediate withdrawal of approval to use WLAN technology on the Exhibition Grounds and may also result in more far-reaching claims for damages.

2.4 The services described in Section 2.1 can be utilized for the fees listed in the currently valid exhibitor service folder.

2.5 The access points provide access to the Internet. Communication between clients through a single access point or between two access points is not possible.

2.6 Roaming between the access points is only possible within the exhibition hall.

3. User duties and obligations

3.1 When applying for WLAN access, users are obliged to provide complete and accurate information.

3.2 Users are solely responsible for the security and secrecy of the login information assigned to them. This includes the SSID, user name and password combination.

4. Complaints

Complaints concerning the ordered services are to be submitted in written form to the following address: MB Capital Services GmbH, Thüringer Allee 12/12A, 14052 Berlin, Germany. Complaints filed at a later date will be excluded. Messe Berlin is obliged and entitled to subsequent improvement. Rescission of the contract or abatement of the purchase price is admissible if subsequent improvement fails.

5. Duration

5.1 Users are provided access for the duration according to the customer order.

5.2 Messe Berlin reserves the right to disable an existing WLAN connection if the user violates the terms of this agreement or other legal restrictions. After access has been disabled, Messe Berlin reserves the right to claim full payment for the initiated access period.

6. Security and System Integrity

6.1 The data transmitted between the users' laptop/PDA and Messe Berlin access points is unencrypted. Hence, it may be possible for third parties to access data transmitted from laptops/PDAs using the Messe Berlin WLAN. Messe Berlin does NOT guarantee security for data transmission within the WLAN.

6.2 Ensuring the security of this data is the responsibility of the users themselves (e.g. VPN Client or SSL encoding). Finally, any liability on the part of Messe Berlin is regulated by the terms of Item 7.

6.3 Use of the internet, which accessible to the public, shall be at the user's own risk. Unless Messe Berlin is liable under the terms of Item 7, users themselves shall bear responsibility for damage attributable to use of the WLAN service, and especially for damage to their hardware or software, or for damage due to loss of data.

6.4 Messe Berlin will provide the user with **transparent** internet connections.

Steps must be taken to ensure that any terminals which are connected cannot negatively affect operation of the internet platform.

The user is required to check that his hardware is provided with up-to-date security patches or to activate the security settings for his system as recommended by the manufacturers, as well as ensuring that other security systems and devices (firewall, anti-virus protection etc.) are used. In this respect the latest manufacturers' recommendations regarding security and service levels must be observed. The user is liable for damages resulting from infringements of these security obligations.

6.5 Messe Berlin reserves the right to disconnect ports and sockets or even entire terminals if the connected equipment jeopardises the interference-free operation of the platform. As a rule such action will be taken **30 minutes** after the order is given by telephone to eliminate the fault or the interference. If there is an acute risk to the operational capabilities of the internet platform, disconnection may take place without any prior announcement.

7. Liability

7.1 Messe Berlin only provides internet access via the WLAN. Any such content that may be accessed will not be examined by Messe Berlin. In particular Messe Berlin will not check for harmful software (e.g. viruses). If not expressly marked otherwise, all content accessed by the user via the WLAN contains content from other sources as defined by § 5 Section 3 Teledienstegesetz (Telecommunications Services Law). Messe Berlin provides no guarantees and accepts no liability for the correctness or completeness of the content offered by itself or by third parties.

7.2 Save for the provisions of Items 7.3 to 7.7, Messe Berlin – irrespective of the legal grounds – will only be liable for damage or injury caused as a result of its wilful intent or of the gross negligence of its legal representatives or supervisory employees.

7.3 If the damage or injury is due to the gross negligence of other persons employed by Messe Berlin, the latter's liability to individual users will be limited to 12,500 EUROs, and liability to the users in their entirety shall not exceed 5,000,000 EUROs for each event causing damage or injury. If the multiple damages, due to the same event, exceed the stipulated maximum figure, the amount of damages payable shall be reduced according to the ratio of the total clams for damages to the maximum figure.

7.4 Messe Berlin shall be liable for infringement of substantial contractual obligations, according to the merits of the particular case. Contractual obligations shall be considered to be substantial if compliance with them is of particular importance in fulfilling the purpose of the agreement (cardinal obligation). In the case of an infringement of a cardinal obligation the amount of liability shall be limited in accordance with Item 7.3 .

7.5 The limitations on liability in accordance with Nos. 7.2 to 7.4 do not apply to the assumption of a guarantee in accordance with § 276 Section 1 BGB in cases in which warranted characteristics are lacking, to liability under the terms of the Product Liability Law, or to liability in the case of loss of life, physical injury or impaired health. The assumption of a guarantee or of the risks pertaining to the condition of an item in accordance with § 276 Section 1 BGB is only agreed if this has been expressly indicated as such by Messe Berlin GmbH and forms the subject of a written declaration.

7.6 Messe Berlin GmbH is not liable for damage which could have been avoided had the user saved the data in good time.

7.7 Messe Berlin's liability, irrespective of responsibility, for initial defects in the rented items (warranty liability) is excluded.

7.8 Messe Berlin accepts no liability for damage or injury resulting from force majeure or from unforeseen, temporary conditions which are outside the control of Messe Berlin, and in particular which are due to official directives, the breakdown of communications networks, strikes or lockouts.

7.9 The rules concerning liability also apply to the personal liability of legal representatives, staff and other persons employed to carry out work or fulfil obligations.

8. Data protection

The data provided in the application process for the user name/password combination are used exclusively for the application process, for organizational purposes or amendments related to the services described above. Specifically, no data will be passed on to third parties. Users have the right to view their personal data maintained by the service provider free of charge at any time. After the contractual relationship ends, all data will be immediately erased, as soon as this information is no longer needed for transactions connected with the contractual relationship. Data disseminated through the use of the Internet is not covered in the data protection provided by Messe Berlin.

9. Other conditions

9.1 Supplementary verbal agreements are not valid.

9.2 Messe Berlin may transfer the rights and obligations stipulated in this agreement to an affiliated company without the consent of the participant. In this case, participants have the right to terminate the agreement without notice.

9.3 This agreement is subject to German law to the exclusion of UN commercial law.

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