

General Terms and Conditions

Following are the terms and conditions under which the Hyatt Regency San Francisco Airport ("Hyatt") shall make available certain network management services ("Services") to the customer ("Customer") as identified on the Internet Service Order Form set forth on the reverse hereof and the Payment and Credit Card Authorization Form. The Internet Service Order Form and Payment and Credit Card Authorization Form, together with these General Terms and Conditions (collectively, the "Agreement") constitute the full, valid, and binding agreement for the provision and use of the Services. Customer and Hyatt also are parties to a master agreement for conference or meeting services which are to be provided by Hyatt in conjunction with the Services.

1. **Services.** The Services may be provided directly by Hyatt or by SONIFI Solutions, Inc. ("SONIFI") on behalf of Hyatt or by some combination of Hyatt and SONIFI. For purposes of this Agreement, each of Hyatt and SONIFI shall be considered to be the provider ("Provider") for the Services it provides. The Services may include connection to the Internet. In order to provide Internet connectivity, Provider shall (a) manage all data circuits; (b) provide on-site technical assistance, as needed and in the reasonable discretion of the parties; and (c) provide twenty-four (24)-hour telephone support and monitoring of all network and access points from its network operations center, subject to the existence of Force Majeure conditions such as those specified in Section 11.A.
2. **Policies Incorporated by Reference.** Provider's Privacy Policy and Acceptable Use Policy, as such may be amended from time to time in Provider's sole discretion, each of which is posted on Provider's website at <http://www.hyatt.com/hyatt/privacy-policy.jsp> or available upon request, are hereby incorporated by this reference as if fully set forth herein, and Customer shall be bound by the terms thereof.
3. **Configuration by Provider.** In the event that Provider configures any of Customer's hardware and/or software so that the Customer may use the Services, such configuration shall be undertaken with reasonable care and in keeping with standard industry practices. Under no circumstances shall Provider be liable to Customer for any damage, liability or losses caused by such configuration, and Provider makes no representation or warranty that any such configured hardware or software shall in fact be compatible with the Services or returned to its original condition or configuration at any time. Any re-configuration of Customer's hardware and/or software shall be undertaken by Customer at its sole risk and expense.
4. **Limitation of Security.** Customer acknowledges that messages and other data sent over the Internet are not guaranteed to be completely secure, and Customer shall not hold Provider responsible for any damages, liability or losses caused by any delay, loss, diversion, alteration or corruption of any messages or data which are sent or received through or by means of the Services. Communications over the Internet may be subject to interruption, transmission blackout, delayed transmission due to Internet traffic or incorrect data transmission due to the public nature of the Internet or otherwise, and Provider shall not be liable for any loss or damage resulting therefrom. All activities conducted in connection with Customer's use of the Services are at Customer's own risk. Provider does not warrant the security of any information Customer may forward or be requested to provide to any third parties.
5. **Virus Protection.** Virus Protection is the Customer's complete responsibility. In the event that the Customer introduces a device infected with a virus, or whose device contracts a virus while connected to the network or by means of the Services, it is the Customer's responsibility to remove the infected devices from the network until the virus is eliminated. Provider will assist the Customer in the event of a virus by using standard troubleshooting methods and consultation. Provider will not provide any virus-protection software. Pre-arranged fees and charges agreed upon by the Customer will still apply in the event of network complications due to Customer's virus-infected device.
6. **No Warranties.** Customer acknowledges that it is technically impracticable to provide Services free of faults, and Provider does not undertake to do so. Provider hereby warrants that it shall perform the Services in accordance with the terms hereof. SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS AND ALL OTHER EXPRESS, IMPLIED AND STATUTORY WARRANTIES ARE HEREBY EXPLICITLY DISCLAIMED, INCLUDING WITHOUT LIMITATION, ANY AND ALL WARRANTIES OF MERCHANTABILITY AND/OR WARRANTIES OF FITNESS FOR ANY PARTICULAR PURPOSE. Without limiting the foregoing, it is agreed and understood that while Provider is obligated to facilitate connectivity to the Internet as part of the provision of the Services, Provider makes no representation whatsoever as to the functionality of the Internet itself. Customer acknowledges that ultimate connectivity to the Internet depends in substantial part on the capacity of hardware, software and other means and devices which are beyond the ability of Provider to control or manage.
7. **Limitation of Liability.** The parties and their affiliates shall not be liable to each other or any third party on account of any claim, loss, loss of opportunity, lost cost savings, lost revenues or lost profits; consequential, indirect, incidental, special, exemplary or punitive damages; costs, court costs and attorneys' fees; expense or liability suffered, incurred or sustained from any cause arising from or relating to this Agreement, including, without limitation, damages, liability and/or losses claimed as a result of any temporary or permanent failure of availability or performance of the Services, unless such claim, loss, damage, cost, expense or liability stems from the willful breach or gross negligence of the other party relating to its obligations under this Agreement. A Party's entire liability for any claim, loss, damage or expense from any cause arising out of or related to this Agreement, whether based on contract, tort, statute, warranty or on any other legal or equitable ground shall be limited solely to money damages and shall in no event exceed the sums actually paid or actually received for the Services provided pursuant to this Agreement.
8. **Indemnification.** Each Party shall indemnify and hold harmless the others, the owner and manager of the property where the Services are provided, as well as each such party's officers, directors, employees, agents, successors and assigns, from and against any claims which may result from damages, liability or losses caused to a party and/or any third parties by virtue of the use or provision of the Services and any failure thereof and all loss, cost, damage, expense or liability, including, without limitation, reasonable court costs and attorneys' fees, arising out of, in whole or in part, directly or indirectly, intentional violations of any applicable law or governmental regulation by a party to this Agreement. Further, Customer acknowledges that Provider has no control over the content of information transmitted by Customer or its users and that Provider does not examine the use to which Customer or its users put the Services or the nature of the information Customer or its users send or receive. Customer shall indemnify and hold Provider, its stockholders, officers, directors, employees and agents harmless from any and all loss, cost, damage, expense or liability relating to or arising out of the transmission, reception, and/or content of information of whatever nature transmitted or received by Customer or its users, including, without limitation, reasonable court costs and attorneys' fees.
9. **Service Interruptions, Modifications, and Instructions.** Customer agrees that Provider may, as required in its sole discretion: (a) temporarily suspend the Services for the purpose of repair, replacement, maintenance or improvement of any of Provider's equipment, software, information services or telecommunication services; (b) vary the technical specification of the Services for any reason; or (c) give instructions about the use of the Services resulting from any applicable law, rule, or regulation. Such instructions shall be deemed to form part of this Agreement.
10. **Dispute Resolution.** In the event that this Agreement and/or the Services become the subject of a dispute between the parties, such dispute shall be resolved between the parties exclusively through arbitration, in accordance with this Section 10 and the commercial dispute resolution procedures of the American Arbitration Association. Each party shall select one person to act as an arbitrator, and an additional arbitrator shall be chosen by the other arbitrators (all such arbitrators, the "Panel"). The judgment on the award rendered by the Panel may be entered in any court having competent jurisdiction and shall be final, non-appealable and conclusive and binding upon the parties. The arbitration shall be held in the venue in which the event takes place. Each party shall bear its own expenses incurred in any such arbitration. The arbitrator shall not be empowered to award costs, fees or damages in excess of the limitations imposed herein to any party.
11. **Miscellaneous.**
 - A. **Force Majeure.** Provider shall not be liable for its failure to perform any of its obligations herein if such failure results from delays, failure to perform, damages, losses or destruction, or malfunction of any equipment or software, or any consequence thereof caused or occasioned by, or due to fire, flood, water, the elements, labor disputes or shortages, utility curtailments, power failures, telecommunications outages, radio interference, explosions, civil disturbances, acts of terrorism, governmental actions, shortages of equipment for supplies, general disruption of the Internet, unavailability of transportation, acts or omissions of third parties, acts of God, or any other cause beyond Provider's reasonable control.
 - B. **No Waiver.** The failure of a party to enforce or insist upon compliance with any of the provisions herein or the waiver thereof, in any instance, shall not be construed as a general waiver or relinquishment of any other provision hereof or right hereunder. All rights, remedies and defenses available to the parties under this Agreement or applicable rules and regulations, whether legal or equitable, shall be cumulative.
 - C. **Binding Effect; Amendment.** This Agreement shall be binding upon and enforceable against Customer and anyone using or accessing the Services by or through Customer, as an employee, agent, invitee or otherwise, and Customer shall be responsible for the conduct of such persons. This Agreement may not be amended except by an instrument in writing, executed by the parties.
 - D. **Notice.** All notices, requests, consents and other communications hereunder shall be in writing and shall be deemed effectively given and received upon delivery in person, or one business day after delivery by national overnight courier service or by fax transmission with acknowledgement of transmission receipt, in each case addressed to the parties to this Agreement.
 - E. **Merger.** This Agreement supersedes and merges all prior agreements, promises, understandings, statements, representations, warranties, indemnities, and covenants and all inducements to the placing and accepting of this Agreement relied upon by either party herein, whether written or oral, and embodies the parties' complete and entire agreement with respect to the subject matter hereof. No statement or agreement, oral or written, made before the execution of this Agreement shall vary or modify the written terms hereof in any way whatsoever.
 - F. **Third Party Beneficiaries/Parties in Interest.** This Agreement has been made and is made solely for the benefits of parties, and their respective successors and permitted assigns. Nothing herein or in this Agreement is intended to confer any rights/remedies on any third party.
 - G. **Relationship of the Parties.** Each party hereto shall conduct itself under this Agreement as an independent contractor and not as an agent, partner, joint venture or employee of the other party, and shall not bind or attempt to bind the other party to any contract or obligation. Nothing contained herein or in this Agreement shall be deemed to form a partnership or joint venture between the parties.
 - H. **Severability.** If any term or provision of this Agreement is determined to be illegal, unenforceable, or invalid in whole or in part for any reason, such illegal, unenforceable or invalid provisions or part(s) thereof shall be stricken herefrom and such provision shall not affect the legality, enforceability, or validity of the remainder of this Agreement. If any provision, or part thereof, of this Agreement is stricken in accordance with the provisions of this section, then the stricken provision shall be replaced, to the extent possible, with a legal, enforceable, and valid provision that is as similar in tenor to the stricken provision as is legally possible.
 - I. **Governing Law.** This Agreement shall be governed by the laws of the State of New York, regardless of its laws or principles regarding conflicts of laws.