



Advances in the Management of Oncology, Stem Cell and Solid Organ Transplant Patients

Manchester Grand Hyatt
San Diego, CA

April 30–May 2, 2014

Exhibitor Service Kit

Exhibitor Schedule and Information

EVENT SCHEDULE-AT-A-GLANCE

Wed, April 30 (SOT)	Exhibitor Set-up: 8–9:30 a.m.
Wed, April 30 (SOT)	Exhibits Open: 10 a.m./3 p.m. Breaks; 12–1:15 p.m. Lunch/Dessert; 5–7 p.m. Reception
Wed, April 30 (SOT)	Exhibitor Tear-Down: 7–8 p.m. <i>(only if not exhibiting Thursday)</i>
Thur., May 1 (SCT)	Exhibitor Set-up: 6-7 a.m. <i>(exhibitors that did not exhibit prior day)</i>
Thur., May 1 (SCT)	Exhibits Open: 7–8 a.m. Continental Breakfast; 10 a.m./3 p.m. Breaks; 1–1:30 p.m. Dessert Break
Thur., May 1 (SCT)	Exhibitor Tear-Down: 3:15–5 p.m. <i>(only if not exhibiting Friday)</i>
Fri, May 2 (Oncology)	Exhibitor Set-up: 6-7 a.m. <i>(exhibitors that did not exhibit prior day)</i>
Fri, May 2 (Oncology)	Exhibits Open: 7–8 a.m. Continental Breakfast; 10 a.m. Break; 12:15–1:30 p.m. Lunch/Dessert
Fri, May 2 (Oncology)	Exhibitor Tear-Down: 1:30–2:30 p.m.

*Exhibitors are responsible for set up and tear down of their displays.
Set up and tear down must not conflict with open exhibit times.*

EVENT INFORMATION

Exhibit Location

Manchester Grand Hyatt San Diego
Exhibit Hall: Randall Ballroom D-E
One Market Place
San Diego, CA 92101
Main: (619) 232-1234
Web site: www.manchestergrand.hyatt.com

Registration

All onsite exhibitors/attendees must register at <https://www.optumhealtheducation.com/txonc2014-regform>.

Booth Equipment

1 Draped Table
2 Chairs
Exhibit area is carpeted

Special Requirements

Exhibitors are responsible for any special requirements. Complete the appropriate order form for audio visual and Internet requests (forms at end of this document). Send electrical requests to luanne.ronning@optumhealtheducation.com.

Exhibit Hall Drawing

To encourage Exhibit Hall activity, OptumHealth Education will hold a drawing. To qualify, attendees will visit exhibitors to have their drawing cards initialed. Completed cards will be deposited into the raffle box, qualifying them for a chance to win an amazon.com gift card.



Exhibitor Shipping Instructions

EXHIBITOR SHIPPING INSTRUCTIONS

Labels:

Shipping of materials to and from the hotel is the responsibility of the Exhibitor. Packages will be accepted by the hotel if received within 3 business days of the conference. To ensure proper delivery, include the following information on your packages:

Hold for Arrival

Attn: Onsite Exhibitor's Name/Organization

Optum Oncology & Transplant Conference

Arrival Date: 04/30/2014

Box ___ of ___

Address package as follows:

Manchester Grand Hyatt San Diego

One Market Place

San Diego, CA 92101

Tracking:

Submit the following exhibit shipment tracking information to luanne.ronning@optumhealtheducation.com:

- Shipping Vendor (FedEx, UPS, etc.):
- Tracking No.(s):
- # of Items Shipped

OR

- Shipment will be hand carried

MANCHESTER GRAND HYATT SAN DIEGO

Manchester Grand Hyatt San Diego's display rules and regulations. The following applies to all Meeting, Exhibit and Ballroom Space:

Adhesives - No pins, tacks or adhesives of any kind are permitted on any wall, air wall, carpet, door or column. Adhesive backed stickers may not be given out by any purveyor. Approved adhesives will be made available upon request in advance. This includes carpet tape.

Carpeting – Exhibitor owned carpet must be installed by service contractor or EAC's with Hotel approved carpet tape.

Signs/Banners - All hanging signs must be professionally made and conform to show management rules, regulations and ceiling limitations. All pre-assembly of hanging signs and truss must be done by ENCORE. All hanging signs and truss must be hung by ENCORE. No other firm will be allowed to access to the Hotel's ceiling. ENCORE and the Hotel reserve the right to refuse to hang any sign and truss it deems unsafe or inappropriate.

Non-Flammable Materials - All materials used in the Exhibit areas or any other part of the Hotel must be non-flammable in order to conform with the fire regulations of the City of San Diego

Compressed Gases - Compressed gases are not allowed inside the Hotel. Heavier than air gases like propane, butane or liquefied petroleum gas (LPG) are also not allowed.

Motorized Vehicles - All motorized vehicles are to have comprehensive general liability insurance in a minimum amount of \$2,000,000 in addition to a signed waiver for indemnification/hold harmless. Both of these documents must be supplied to the hotel prior to arrival/set up date. All cars, trucks or other types of fuel powered engines on display must have the least amount of fuel possible (between 1/8 of a tank and empty). The gas cap must be a locking type or taped to prevent the leakage of fumes from the tank. Battery cables must be disconnected. Vehicles may not be started, run or moved during event hours. Transfer of fuel must be accomplished outside the building. ALL VEHICLES MUST BE PRE-APPROVED FOR WEIGHT LIMIT BY HOTEL'S DIRECTOR OF ENGINEERING

Liability - The Hotel is not responsible for any injury, loss or damage that may occur to the Exhibitor, the Exhibitor's Agent, employees or property, or to any other person's property, prior, during or subsequent to the period covered by the exhibit contract, provided said injury, loss or damage not caused by the willful negligence of an employee of the Hotel. Each Exhibitor hereby expressly releases the Hotel from such liabilities and agrees to indemnify the Hotel against all claims for such injury, loss or damage.

Insurance - Exhibitors who desire to carry insurance on their own exhibits must do so at their own expense.

Shipping - The Hotel has the right to refuse any delivery addressed to Hotel for an exhibition show. ~~In addition the Hotel has the right to consign any deliveries to the exhibit company and charge an additional handling fee.~~ Not applicable-We are not using an Exhibit Company.

Storage - The Hotel has no facilities for the storage of exhibits. ~~All shipments must be directed to the Exhibit Company.~~ Not applicable. An Exhibit Company is not being used.

Food and Beverage - Any food or beverage dispensed or given away at a booth must be supplied and prepared by the Hotel staff.

Balloons - Helium filled balloons are not permitted in the Ballrooms or Exhibit areas.

Tape - Exhibitors are responsible for the removal of all tape and residue marks.

Right to Inspect - The Hotel's Security personnel reserves the right to inspect any carton, container, briefcase, luggage or package brought in to or taken out of the Exhibit areas.

Exhibitor Equipment - All equipment, decorations, freight, etc. must be removed from the premises at the expiration of the Show. Items left behind will be treated as abandoned equipment.

Access for Deliveries - All articles, exhibits, fixtures, displays and property of any kind shall be brought in to and out of the Exhibit areas only at and through such approved loading area as the Hotel may designate.

Security – The hotel assumes no responsibility for security of exhibits. Contact the person (show management) in charge of your trade show or convention to confirm security arrangements.

Exhibit Price Guide

EQUIPMENT RENTAL REQUEST FORM

Video Equipment

ITEM	DAILY RATE	QUANTITY	DAYS	TOTAL
90" HD Monitor (Includes Stand)	\$1500.00			
80" HD Monitor (Includes Stand)	900.00			
60" HD Monitor (Includes Stand)	650.00			
50" HD Monitor (Includes Stand)	500.00			
32" HD Monitor (Desktop)	275.00			
20" Flat Screen Monitor (Desktop)	100.00			
7' Executive LCD and Screen Package	750.00			
DVD Player	195.00			
PC Laptop	225.00			
Mac Laptop	325.00			
Custom Digital Signage and Video Units	Quote			

Miscellaneous Support

ITEM	DAILY RATE	QUANTITY	DAYS	TOTAL
Laptop or Monitor Audio System	\$25.00			
Wireless Microphone / Please circle choice: Handheld or Lavalier/ Clip On	175.00			
Speaker System (75w System)	150.00			
Custom Sound Reinforcement Options Available	Quote			
Wireless Presenter (Slide Advancer)	90.00			
Laser Pointer	40.00			
Flip Charts	65.00			

SUBTOTAL: _____

Service Charge = 24% of Subtotal: _____

City Tax = 8% of Service Charge: _____

Add 15% of Subtotal for orders less than 72 hours before delivery: _____

Add 25% of Subtotal for on-site orders: _____

EXHIBIT ORDER TOTAL: _____

Exhibit Price Guide

EXHIBITOR CONTRACT

Show Name: _____ Room or Booth# (Required): _____
 Group/Organization: _____ Event: _____
 On-Site Contact _____ Requested by _____
 On-Site Cell # _____ Phone # _____
 Fax # _____ Fax # _____
 E-mail Address _____ E-mail Address _____
 Address _____ City _____ State _____ Zip _____

Delivery Date:	Delivery Time:	Pick Up Date:	Pick Up Time:

Exhibitor must be present to sign for order at time of delivery. Please contact the Audio Visual Service Department for delivery. You must notify our representative that you are at your booth and have electrical power in place. We will contract the Electricians for your delivery. Encore Event Technologies is unable to guarantee a delivery time. Exhibitor is responsible for equipment until it is picked up by an Encore Event Technologies representative. Pick up will be at close of show unless otherwise specified. No removal of equipment will take place during show hours.

Please return completed form to: FAX (619)358-6776 or EMAIL: GrandHyattSanDiego@encore-us.com

Payment Information

If you claim sales tax exemption in this state, please furnish a copy of your tax-exempt certificate with your order.

Please indicate method of payment. This section must be completed before your order can be processed. A credit authorization is requested as a deposit against additional services and/or labor. Payment of any balances may also be made by company check upon presentation of statement while at the show, but a credit card authorization should be on file. Any balances outstanding as of move-out will be charged to your account. Please do not ask us to bill you.

Master Account #: _____ Authorized Signer's Name: _____

Credit Card #: _____ CCID: _____ Type: _____ Exp: _____

Customer Signature: _____ Print Name: _____ Date: _____
 (as it appears on credit card)

Terms and Conditions

All orders subject to limits of liability and responsibility as set forth below.

By executing this order form, Lessee agrees as follows:

1. All checks must be received 72 hours prior to event.
2. Cancellation: In the event Lessee cancels this order, Lessee will be charged a cancellation fee equal to 10% of one day's rental of the subject equipment. Cancellation made within 48 hours of the delivery date will be charged a cancellation fee equal to one day's rental plus handling charges.
3. Risk of Loss: Equipment rental is the responsibility of Lessee. Any equipment which is lost, damaged, or stolen while in Lessee's care or possession will result in Lessee being charged for replacement cost, labor, or parts for repair, as the case may be.
4. Rentals in the City of San Diego are subject to city tax of 8%.
5. Insurance for the subject equipment is Lessee's responsibility.
6. On location set-up and take-down will be completed by Encore and is not included in the equipment rental price. Encore will advise if additional charges apply.
7. Payment tendered for the specified equipment with this reservation form is an estimate only and any changes in equipment requirements and any labor charges will affect this estimate. Lessee is responsible for all charges.
8. It is the responsibility of the exhibitor to advise an Encore Event Technologies representative of any problems with their order at show site. Absolutely no credits will be issued after show closing.

Authorized Signature: _____

Please Type or Print Name: _____



INSTRUCTIONS

PLEASE READ THOROUGHLY TO ENSURE A COMPLETE SERVICE REQUEST

1. **Fill out the accompanying forms completely:** Include contact (ordering and onsite), payment information and signatures on all forms.
2. **Include service drop location within your booth:** On the bottom of the next page (pg 2) is a diagram for service location. Simply fill in the blank lines with orientation (i.e. front, back and/or adjacent booth numbers) and mark an (X) within the diagram for drop location. ***If wires need to run under carpet, please indicate on form.*** If a diagram exists showing the location for the internet line, please include that in the fax/email to us. *****Charges may apply for service relocations after being set*****
3. **Additional network devices (more than one):** Any additional devices beyond the first using network resources regardless of IP addressing scheme will be subject to an additional device fee. Please order additional device/IP addresses for these connections (in excess of the one included IP address), all hubs and cabling will be provided.
***** You will not be permitted to use access points, switches or hubs without paying for the additional devices*****
4. **Terms & Conditions:** Please read through the accompanying terms and conditions as you are acknowledging such with your order form signature.
5. **Services not covered by this form:** Email requests for a customized solution to Marshal Gewarges at marshal.gewarges@swisscom.com for additional services such as VLAN(s) or dedicated bandwidth.
6. **Using a credit card for payment:** Completely fill out the payment/credit card authorization form (pg 3). Make sure signature is the same as the credit card holder's name. ***Charges will appear as Manchester Grand Hyatt San Diego on credit card statement***
7. **Using a check for payment:** Mark Checks payable to "Manchester Grand Hyatt San Diego". First, email or fax a copy of the check and the filled out order form (Email to marshal.gewarges@swisscom.com or fax to **775-416-0863**). Then **mail** original documents to Manchester Grand Hyatt San Diego, ATTN: Swisscom Hospitality Services, One Market Place, San Diego CA 92101. *****DO NOT MAKE CHECKS OUT TO SWISSCOM HOSPITALITY SERVICES DIRECTLY*****
8. **Faxing or Emailing your order:** Please email completed orders to marshal.gewarges@swisscom.com or fax to 775-416-0863. If emailing please include show name and show dates in subject line (e.g. Exhibitor for SHOW NAME xx/xx – xx/xx/xx). Please be sure to include the following when placing your order.
 - a. **A completely filled out exhibitor form:** including ordering/onsite contact info, set-up time and service location diagram.
 - b. **A completely filled out payment form:** Check/CC info with signature and copy of check.
 - c. **Make sure both the order and payment form are signed:** This will make sure there are no delays in your service request(s).
9. We will contact you within 3 business days of order via e-mail and supply you a service invoice for your records.
10. Questions? Contact Swisscom Hospitality Services – 619-358-6787 (PST) or email marshal.gewarges@swisscom.com



EXHIBITOR ETHERNET SERVICE ORDER FORM

GRAND | HYATT

Grand Hyatt San Diego

– PLEASE PRINT LEGIBLY –

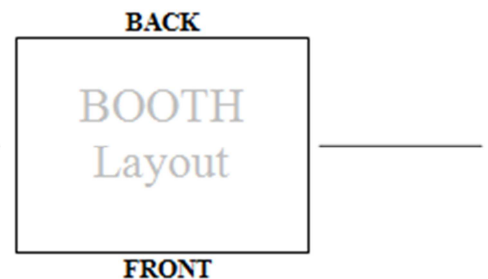
Company Name:		Ordering Contact Email:	
Ordering Contact:		Ordering Contact Phone:	Booth Number:
On-Site Contact:		Onsite Cell Phone:	Set Up Date/Time:
Company Address:			Tear Down Date/Time:
City:	ST:	ZIP:	Exhibit Room:
Show Name:			Show Dates:

**Wired connections connect at 10/100/1000 Mbps via standard RJ-45 Ethernet connection with a DHCP address. Wireless connections connect data rates up to 54 Mbps via 802.11a/b/g radios and also use DHCP. Bandwidth is 200 Mbps shared with entire meeting space. Dedicated bandwidth available upon request for additional charges, please call for more info.

HIGH SPEED INTERNET SERVICE (PER BOOTH)		Discount ¹	Standard	Sub-total
Wired Access – Comes with [1] single wired connection *See below for additional connections // Static IPs available upon request		\$250.00 per day	\$300.00 per day	
Wireless Access – Can connect up to 2 devices *See below for additional connections // Static IPs available upon request		\$150.00 per day	\$200.00 per day	
	QTY			
Additional Wired Connections (NOT charged per day) Must order wired access above before selecting this option		\$150.00 each	\$200.00 each	
Additional Wireless Connections (NOT charged per day) Must order either wired or wireless access above before selecting this option		\$50.00 each	\$100.00 each	
Labor Charge – One-time fee (Must include towards grand total)				\$100.00
			Grand Total	

- Order must be received with payment 15 days prior to first show date qualify for discount pricing.
- Client must pay for each device connected to the network (wired or wireless) regardless of IP addressing scheme.
*To maintain network integrity, Swisscom Hospitality Services **does not allow** exhibitors to setup network equipment on our network without prior approval*
- For wired Internet, all Ethernet cables and Ethernet switches are included with your order. *Subject to \$150 charge if switch not returned or returned damaged.
- For wireless Internet, login instructions will be provided during setup.

Booth Layout Diagram: _____
 (Please label the booth diagram with adjacent booth numbers)
 Mark (X) where each wired drop should be placed.



**** IMPORTANT ****

If cables MUST run under carpet, please CIRCLE this Statement and notify your decorator

By placing this order, the undersigned agrees to terms, conditions, limited liability and acceptable use policy as stated at the end of this form and as posted at www.swisscom.com/hospitality

Authorized Signature: _____ Date: _____



EXHIBITOR ETHERNET SERVICE ORDER FORM
Grand Hyatt San Diego

GRAND | HYATT

Swisscom SO# _____ (INTERNAL USE ONLY)

PAYMENT AND CREDIT CARD AUTHORIZATION

PAYMENT INFORMATION

Company Check or Money Order

MAKE PAYABLE TO: MANCHESTER GRAND HYATT SAN DIEGO

Total:

MAIL TO: ONE MARKET PLACE, SAN DIEGO CA 92101
ATTN: SWISSCOM HOSPITALITY SERVICES

** IF PAYING BY CREDIT CARD YOU ARE AUTHORIZING MANCHESTER GRAND HYATT SAN DIEGO TO CHARGE YOUR CREDIT CARD
IN THE AMOUNT LISTED ON YOUR ORDER FORM**

CC Type: _____ Acct #: _____ Exp Date: _____

Billing Address: _____ Billing Phone #: _____

City: _____ State: _____ Zip Code: _____

Name on CC: _____

Authorizing Signature: _____ Date: _____

**ONCE COMPLETED EMAIL TO marshal.gewarges@swisscom.com or FAX TO 775-416-0863
(This is a private and secure direct fax to Swisscom Hospitality Services)

Please be sure to include the following:

- a. A completely filled out exhibitor form
Including ordering/onsite contact info, set-up time and service location diagram.
b. A completely filled out payment form
If paying by CC – all CC info required above with signature.
If paying by check - include a copy of the mailed check in the email or fax.
c. Make sure both the order and payment form are signed
This will make sure there are no delays in your service request(s).

By placing this order, the undersigned agrees to terms, conditions, limited liability and acceptable use policy as stated at the end of this form and as posted at www.swisscom.com/hospitality



EXHIBITOR ETHERNET SERVICE ORDER FORM

Grand Hyatt San Diego

GRAND | HYATT

General Terms & Conditions

1. Services. Swisscom's network management services (the "Services") may include connection to the Internet. In order to provide Internet connectivity, Swisscom shall: (a) manage all data circuits; (b) ban all unauthorized wireless access points and signals – otherwise known as Rogue APs; (c) provide on-site technical assistance, as needed and in the reasonable discretion of the parties; and (d) provide a twenty-four (24)-hour telephone support and monitoring of the network and all network equipment from their network operations center - NOC.

2. Policies Incorporated by Reference. Swisscom's Privacy Policy and Acceptable Use Policy, as such may be amended from time to time, each of which is posted on Swisscom's Web site at www.Swisscom.com/Hospitality, are hereby incorporated by this reference as if fully set forth herein, and Customer shall be bound by the terms thereof.

3. Configuration by Swisscom. In the event that Swisscom 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 Swisscom be liable to Customer for any damage caused by such configuration, and Swisscom makes no representation or warranty that any such configured hardware or software shall be 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 sent over the Internet are not guaranteed to be completely secure, and Customer shall not hold Swisscom responsible for any damages 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 Swisscom 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. Swisscom does not warrant the security of any information Customer may forward or be requested to provide to any third parties.

5. No Warranties. Customer acknowledges that it is technically impracticable to provide Services free of faults, and Swisscom does not undertake to do so. Swisscom 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 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 Swisscom is obligated to facilitate connectivity to the Internet as a part of the provision of the Services, Swisscom 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 Swisscom to control or manage.

6. Limitation of Liability. Neither Swisscom nor its affiliates shall be liable to Customer or any third party on account of any claim, loss, lost revenues or profits; consequential, indirect, incidental or punitive damages; costs; court costs and attorneys' fees; expense or liability suffered, incurred or sustained by Customer from any cause arising from or relating to this Agreement, including, without limitation, damages 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 Swisscom relating to its obligations under this Agreement. Swisscom'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, warranty or on any other legal or equitable ground shall be limited solely to money damages and shall in no event exceed sums actually paid for the Services provided pursuant to this Agreement.

7. Indemnification. Customer shall indemnify and hold harmless Swisscom, the owner and manager of the property where the Services are provided, as well as each such party's officers directors, employees, agents and assigns, from and against any claims which may result from damages caused to Customer and/or any third parties by virtue of Customer's use of the Services and any failure thereof and all loss, cost, damage, expense or liability, including, without limitation, 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 Customer. Further, Customer acknowledges that Swisscom has no control over the content of information transmitted by Customer or its users and that Swisscom 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 Swisscom, 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.

8. Service Interruptions, Modifications, and Instructions. Customer agrees that Swisscom may, as required in its sole discretion: (a) temporarily suspend the Services for the purpose of repair, replacement, maintenance or improvement of any of Swisscom's equipment, software 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.

9. 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 9 and the commercial dispute resolution procedures of the American Arbitration Association. Each party shall select one person to act as an arbitrator, and a third arbitrator shall be chosen by the first two arbitrators (such three 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 Washington, D.C. 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 either party.

10. Miscellaneous.

A. **Force Majeure.** Swisscom 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 any consequence thereof caused or occasioned by, or due to fire, flood, water, the elements, labor disputes or shortages, utility curtailments, power failures, explosions, civil disturbances, 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 Swisscom's reasonable control.

B. **No Waiver.** The failure of either 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.

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. **Notices.** 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 telecopier transmission with acknowledgment 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 venturer or employee of the other party, and shall not bind or attempt to bind the other party to any contract. 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 therefrom 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 Commonwealth of Virginia, regardless of its laws regarding conflicts of laws.