



## **NRG PARK EXHIBITOR SERVICES TERMS & CONDITIONS**

By ordering services from NRG Park, you signify your agreement to the following terms and conditions (the "Terms & Conditions"). The Terms & Conditions may not be amended, deleted or modified in any manner except by NRG Park. If you do not wish to be bound by these Terms & Conditions, do not order services from NRG Park.

NRG Park reserves the right to modify the Terms & Conditions at any time. The modified Terms & Conditions will be posted on NRG Park's Exhibitor Online Storefront at <https://nrgpark.boomerecommerce.com> (the "Storefront") and available upon request from Exhibitor Services.

### **I. GENERAL CONDITIONS**

**Unless otherwise noted, the General Conditions apply to all services and utilities offered by NRG Park. Please see the service sections for specific conditions that may supersede the General Conditions.**

- A. DESCRIPTION OF SERVICES: NRG Park offers the following services to exhibitors: electrical and plumbing ("utilities"); audio visual; telecommunications; cleaning; parking and security.
- B. DOWNLOADING, USING AND COPYING MATERIALS: Subject to these Terms & Conditions, NRG Park grants you a non-exclusive, non-transferable right to access, use, copy and/or display the Storefront and materials contained therein, including all forms. You may download, use or copy the information from the Storefront for your personal, non-commercial use only.
- C. ELIGIBILITY: The Storefront is only available to individuals who are able to form legally binding contracts under applicable law and is not available to minor children, except where a parent or guardian authorizes and acts on the minor's behalf in using the Storefront.
- D. PRIVACY: The information input into the Storefront and/or on the forms sent directly to Exhibitor Services shall only be used in accordance with the terms of NRG Park's Privacy Policy.
- E. E-MAIL COMMUNICATIONS: By using the Storefront and/or ordering directly from NRG Park, you agree to receive communications from NRG Park via e-mail. E-mail communications shall satisfy all legal requirements for communications that must be in writing. Your e-mail address will not be used for solicitation purposes, and it will not be sold to third-parties. NRG Park may share your e-mail address with its designated service providers, but only to the extent necessary to complete your order.

### **F. RATES AND PAYMENT INFORMATION**

- 1. RATES: Prices are based upon current rates and are subject to change without notice.
  - a) ADVANCE RATES: Applies to orders that are complete two (2) weeks prior to the first show date. Orders and full payment must be received before the advance rate deadline. A purchase order or copy of a check will not guarantee advance rates will apply. Any order received without full payment or after the advance rate deadline will be billed at Standard Rates.
  - b) STANDARD RATES: Applies after the advance rate deadline date through the show opening. Orders received after the show opening may be subject to additional fees.
- 2. BILLING: Full payment for services must be rendered prior to the start of the event. If payment is not received in full, services may be interrupted.
- 3. ORDERS OVER \$5,000.00: Orders exceeding \$5,000.00 may require credit approval.
- 4. METHOD OF PAYMENT: American Express, Discover, MasterCard, Visa, company check, wire transfer and U.S. Dollars are accepted. For each wire transfer, a wire transfer fee will be added to the order. By completing the payment authorization block on the order form, you affirmatively agree to be bound by the terms set forth on the order form. A valid credit card number with signature MUST be on file regardless of payment method.

### **G. CANCELLATIONS AND REFUNDS**

- 1. CANCELLATION POLICY:

- a) If cancellation occurs before services are installed and written notice of cancellation is received by Exhibitor Services 72 hours before the first scheduled move-in date, a full refund will be issued.
- b) If cancellation occurs after installation or after the start of the first scheduled move-in date, no refund will be issued. ALL COMPLETED WORK IS SUBJECT TO FULL PAYMENT.

2. REFUNDS: All refunds will be processed post event.

3. NO CREDIT FOR INSTALLED SERVICES: Credit will not be given for services installed and not used.

#### H. INSTALLATION/DISCONNECTION OF SERVICES

1. COMPLETION OF ORDERS: All orders must be complete to avoid processing and installation delays. Orders shall be deemed "complete" upon confirmation that full payment for all items ordered have been authorized and processed and all required documents have been received by NRG Park.
2. CONNECTION: All service and utility connections shall be made ONLY by NRG Park personnel or the designated service provider. Orders will be processed and installations completed on a first-come, first-serve basis, or as NRG Park determines most convenient.
3. DISCONNECTION: All equipment and materials furnished by NRG Park are provided on a rental basis only and shall remain the property of NRG Park. Equipment shall be disconnected and removed ONLY by NRG Park personnel or the designated service provider.
4. COMPLIANCE WITH CODES: All equipment must comply with federal, state and local codes. NRG Park will refuse connection to any equipment that is noncompliant or constitutes a safety hazard.
5. EQUIPMENT LOSS/DAMAGE. Exhibitor is responsible for replacement, repair costs, damages, etc. to equipment during rental period. Rental period starts when requested service or equipment is delivered or installed and ends when requested service or equipment is removed or disconnected. Any mishaps to equipment or services taking place during the rental period is your responsibility and will be charged to you appropriately.
6. SHARING PROHIBITED. Exhibitor shall not to share, resell, extend, bridge or otherwise misuse utilities or services. NRG Park reserves the right to disconnect any exhibitor, if they are found to have violated these Terms & Conditions.
7. FLOOR COVERINGS: Unless otherwise directed, NRG Park personnel or the designated service provider is authorized to cut floor coverings to permit installation of service.

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## II. AUDIO VISUAL

- A. J&S Audio Visual is the designated audio visual provider for NRG Park. Orders for audio visual can be made through the Storefront or by contacting J&S Audio Visual directly at 832.667.1500.
- B. Labor fees are estimates and are subject to a four (4) hour minimum per day, you will be billed for any additional hours.
- C. Electrical services for audio visual equipment is not included, please check with NRG Park utilities for available services.
- D. A secured storage room for back-up equipment may be required at your expense.

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## III. UTILITIES

### A. GENERAL

1. Freeman Electric Company is the designated utilities provider at NRG Park. Orders for utilities can be made through the Storefront or by contacting Freeman Electric Company directly at 832.667.2651. Freeman Electric Company, (License #-17568), is regulated by:

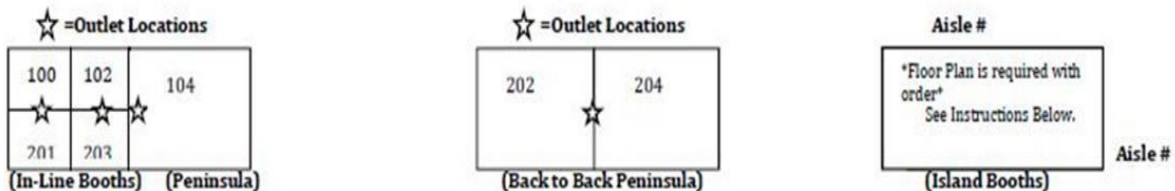
TX Dept. of Licensing & Regulation

O. Box 12157  
Austin TX 78711  
1.800.803.9292, 512.463.6599  
[www.license.state.tx.us/complaints](http://www.license.state.tx.us/complaints)

2. Scheduled labor orders must be ordered 24 hours in advance to have electricians and/or plumbers available when needed.
3. On-site labor orders must be placed at the service desk for any utility labor required. On-site labor orders are worked on a first come, first serve basis.
4. Please make sure that all crates are out of your booth and all of your equipment is in place before requesting utility labor. REMEMBER if your booth is not ready when an electrician or plumber arrives, you must place another labor order at the service desk, which could cause you further delays and additional cost.

## B. ELECTRICAL

1. NRG Park is the provider of all material and equipment used in the distribution of temporary electrical services throughout the exhibit hall and grounds including the exhibitor's booth space.
2. Electrical outlet rates do not include the connection of any equipment, special wiring, and distribution of electrical services or labor. Distribution from the power source to all other locations in a booth space requires labor and will be billed on a time and material basis.
3. Electrical outlet rates listed include bringing the service(s) to one location only per booth, for all in-line and peninsula booths, power will be brought to back of booth. All services provided to island booths require labor and material for distribution. If a floor plan is not submitted for an island booth indicating the main power location prior to event move-in date, the main power will be dropped to a convenient location at NRG Park's discretion.
4. Floor Plan Requirements:



- a) SCALED DIMENSIONS indicating the DROP LOCATION (the location where the power will be dropped from the ceiling into your booth).
  - b) SCALED DIMENSIONS indicating OUTLET LOCATIONS.
  - c) PLAN ORIENTATION – Please indicate neighboring booths and/or aisle numbers to demonstrate which direction your plan faces.
5. A separate electrical outlet must be ordered for each location where an electrical service is required. 1500 watts is the minimum amount of power that can be ordered for any one location. Power must be ordered according to peak amperage ratings. Standard wall and other permanent building utility outlets or sockets are not a part of booth space and may not be used by Exhibitors unless electrical services have been ordered through NRG Park.
  6. Rates for 208V and 480V power DO NOT INCLUDE connection labor or any material to hook-up. These charges are for power only. All power must be hooked up and disconnected by NRG Park. Labor will be charged per the actual time it takes to perform the task (in half hour increments), provided, however, there will be a minimum charge of ½ hour labor for hook-up and a minimum charge of ½ hour labor for disconnection. Material will be charged as necessary.
  7. All equipment regardless of power source, must comply with national, state, and local electrical codes. NRG Park reserves the right to inspect all electrical devices and connections to ensure compliance with all codes. NRG Park is required to refuse connections where the Exhibitor's wiring or equipment is not in compliance with electrical codes. The rates listed include necessary City Permit and inspection by City authority enforcing national code.
  8. All electrical equipment must be properly tagged and wired with completed information as to the type of current, voltage, phase, cycle, horsepower, etc., required for operation.

9. All Exhibitors' cords must be a minimum of 14-gauge, three wire, and must be grounded. Two wire extension cords are not permitted unless the cord is a component part of an assembly which is specifically approved. All exposed non-current carrying parts of fixed equipment which are liable to be energized must be grounded.
10. SAFE WIRING IS ESSENTIAL. NRG Park is responsible for the temporary electrical distribution systems and the linking of electrical items in an exhibit with the power services of the building. IF YOU HAVE CORDS THAT WILL BE RUN UNDER A FLOOR COVERING, THIS WORK MUST BE DONE BY NRG PARK. NO EXCEPTIONS.
11. Exhibitor holds NRG Park harmless for any and all losses of power beyond NRG Park's control, including, but not limited to, losses due to utility company failure, permanent power distribution failure, power failure caused by vandalism, faulty Exhibitor equipment or overloads caused by Exhibitor.
12. All exhibit booths will be audited after event opening for on-site electrical use. Any exhibit booth using electrical that has not paid in advance will be charged at standard price rate.

### **C. PLUMBING**

1. Under no circumstances shall anyone other than "Qualified Plumbing Personnel" make service connections. NO EXCEPTIONS.
2. All equipment using water must have inlet and outlet properly tagged.
3. The listed plumbing connections rates cover bringing service from main line to booth and do not include connecting equipment.
4. Plumbing service outlet size will be determined by the volume required.
5. All plumbing outlets will be installed on the floor at the back wall of booth. If there is another location other than the back of booth, a floor plan must be submitted showing a location. There will be additional labor/material charges.
6. NRG Park will not be responsible for moisture or water in air lines. Exhibitors should supply their own filter or other equipment to handle moisture or water. Exhibitors are not allowed to bring air compressors on the event floor.
7. NRG Park must have thirty (30) days advance notice in order to supply special regulators, strainers, traps, etc.
8. Water pressure may vary. No guarantee can be made of minimum or maximum pressures. If pressure is critical, Exhibitors should arrange to have a pressure regulator valve installed.

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### **IV. TELECOMMUNICATIONS**

- A. Smart City Networks is the designated telecommunications provider for NRG Park. Orders for telecommunications can be made through the Storefront or by contacting Smart City Networks directly at 832.667.3900.
- B. NRG Park provides of all voice, data and network services (wired and wireless) including communications cabling. This includes but is not limited to, all cabling to meeting rooms, booths, within booths (under carpet and flooring), fiber optic, twisted pair (Category 3, 5 and 6), coaxial and all other data and telecommunications related cabling.
- C. All devices for which NRG Park directly or indirectly provides Internet / Network connectivity must pay a device charge or purchase a NRG Park assigned IP address.
- D. Orders placed on site or after the event move-in has started will be at the Standard Rate. Once the show opens, orders may be subject to the Standard Rate plus 20%.
- E. Internet / Network – 100 Mbps, Full duplex, Ethernet access to our backbone, with shared or dedicated Internet access via an RJ-45 jack, is provided for each connection ordered.
- F. Shared Internet Services Specific: Routers, Streaming Applications, VoIP, DHCP, NAT or Proxy Servers are not allowed with any of our shared Internet / Network services. This includes, but is not limited to, NetPremium,

NetStandard, NetBasic, and NetExpress. NRG Park can engineer a custom dedicated network(s) to accommodate special requests. Please call for further information.

- G. Rates listed include a single IP address, standard installation to the booth in the most convenient manner and does not include computer equipment, NIC card, TCP / IP software or power to the booth.
- H. Wireless Specific:
  - 1. NRG Park is the provider of voice, wired and wireless data service(s) for the Facility. Wireless devices not authorized by NRG Park are strictly prohibited. Customer(s) that desire to showcase their wireless products must contact NRG Park twenty-one (21) days in advance of show move-in to investigate the potential of NRG Park engineering a customized cohesive network to operate without interference to other Customer(s), (applicable charges may apply).
  - 2. The use of any wireless device that interferes with the facility's 2.4 / 5 GHz wireless data frequency range is prohibited and subject to disconnection at the Customer's expense.
- I. Internet Performance Disclaimer: NRG Park does not guarantee the performance, routing, or throughput; either expressed or implied, of any data circuit(s) connectivity with regards to the Internet and/or Internet backbone(s) beyond the Facility.
- J. Only NRG Park personnel are authorized to modify system wiring or cabling. Material and equipment furnished by NRG Park shall remain the property of NRG Park.
- K. CANCELLATION – At NRG Park's discretion there may be a minimum \$150 or 10% Cancellation fee (whichever is greater). Cancellations must be in writing. Additional cancellation charges will apply for orders that have already incurred processing, labor, material, and/or engineering costs. Some broadband services and special circuits cannot be cancelled once ordered and will incur full charges listed / quoted.
- L. Service problems must be reported to a Smart City Representative or a NRG Park Event Manager. Service claims will not be considered unless filed in writing by Customer prior to close of show.
- M. Any additional cost incurred by NRG PARK to: (i) Assist in trouble diagnosis or problem resolution found not to be the fault of NRG PARK or (ii) collect information required to complete the installation that customer fails to provide (i.e. floor plans or special circuit numbers) may be billed to the Customer at the prevailing rate.
- N. Equipment Management:
  - 1. Customers should pick up hubs, wireless devices, telephone instruments and other rental equipment from Smart City Representative.
  - 2. The Customer will be fully responsible for the protection and safekeeping of rental equipment and will be responsible for returning all rental equipment to a Smart City Representative within one (1) hour following close of the show. If a Service Desk is not provided by the event or has closed, Exhibitor must contact a Smart City Representative.
- O. The prices listed on this contract do not include Federal, State, Local or Other Taxes and Tax surcharges. Taxes / Tax surcharges will be included on your order. Federal Tax ID is 23-2511871.
- P. NOTE: THE CUSTOMER IS RESPONSIBLE FOR ALL INTERNATIONAL LONG DISTANCE AND OTHER APPLICABLE CHARGES AGAINST ASSIGNED TELEPHONE NUMBER(S)
- Q. All Single Line, Multi-Line, and Dedicated Line Telephone services include Directory Assistance, Information, "0+", Operator assisted, 1-800, 950, credit card type call usage and unlimited Domestic Long Distance. International Call charges shall apply.
- R. Long Distance (International Calls) and Line Restrictions:
  - 1. Credit Card restriction will only allow Local, "1-800" and Credit Card calling. International restriction will block all International calling but allow all other type calls.
  - 2. All lines will be blocked from "976" and "900" dialing unless otherwise requested, which may require an additional deposit.

3. NRG Park will provide a detailed listing of all toll / billable type calls made from applicable services. Additional LD deposits required for International companies.
- S. A per line move fee starting at \$100 (Telephone), \$200 (Internet) may apply to relocate the line(s) after it is installed.
- T. Conditions for processing service contract for On-time Installation:
1. Booth number(s) must be identified on forms.
  2. Complete Floor Plan location of service(s) in Customer's booth must be designated on form or customer provided diagram(s) 5 days prior to the first day of move-in to avoid additional charges.
  3. Customer provided / ordered circuits must be installed and working 2 days before show move-in. Customer(s) must provide NRG Park with Circuit Number and Provider's name.
  4. Late orders / changes received after show move-in has started will be installed after all other show orders are completed (additional fee's may apply).
- U. Internet Security Disclaimer: NRG Park does not provide security such as, but not limited to, firewalls, etc. for any data circuit(s) we provide. It is the sole responsibility of the Customer to provide any necessary security. Customer is agreeing to hold NRG Park; its agents and contracts harmless for any and all liabilities arising from the use of non-secured data circuits.
- V. VIRUS PROTECTION REQUIREMENT – WARNING – NRG Park requires that all devices directly or indirectly accessing NRG Park's Network have the latest virus scan software, Windows security updates, system patches, and any other technological precautions necessary to protect yourself and others from viruses, malicious programs and other disruptive applications. Any device(s) which adversely impacts NRG Park's network(s) will be disconnected from the network(s) with or without prior notice at NRG Park's sole discretion. The device(s) in question will remain disconnected from the network(s) until all issues are adequately resolved. Additional charges may apply for trouble diagnosis and/or problem resolution. No refunds will be issued Customer(s) as the result of NRG Park's actions to disconnect disruptive device(s).
- W. NRG Park is the provider for wired and wireless services for the Facility and has in operation a wireless 802.11 abgn system. The actual maximum bandwidth available depends on how many users are accessing the network simultaneously at any given time. Routers, Streaming Applications, VoIP, DHCP, NAT or Proxy Services are not allowed with this connection. NRG Park can engineer custom dedicated network(s) to accommodate such special requests. Please contact NRG Park for an estimate.
- X. Wireless is an entry level service ideal for web surfing and checking web based email. NRG Park's Wireless Network can be accessed throughout the Facility by using a Wi-Fi® compatible 802.11 abgn network card or one of our rental bridge units. Wireless service is inherently vulnerable to interference from other devices that transmit similar radio frequency signals or that operate within the same frequency spectrum. NRG Park cannot guarantee that interference will not occur. NRG Park does NOT recommend wireless service for mission critical services such as product presentation or demonstrations. For demonstrations or to present products and other mission critical activity, via the internet, NRG Park highly recommends purchase of hardwired services.
- Y. Restrictions and Special Requests: Due to the extensive coverage NRG Park provides, NO customer provided access points are authorized for use within the Facility without NRG Park's prior approval (wireless access points without adjustable power outputs cannot be authorized under any circumstances). NRG Park requires all Customers showcasing their wireless products to contact NRG Park 21 days prior to the show move-in so that we may engineer a cohesive network operating without interference (all approvals will incur a site survey fee). Misuse of any wireless service may result in service interruption to yourself or other customers and can lead to disconnection of the customer's equipment. No service refunds will be given. All wireless access points not authorized by NRG Park are prohibited.
- Z. Common Sense Rules for Wi-Fi Use: Wi-Fi services are vulnerable to interference from wireless devices such as wireless routers, cellular phones and personal hotspots. These issues can be particularly acute in convention centers due to user activity in congested areas, limited wireless spectrum and the closed space of the exhibit halls. Excessive wireless interference may degrade the ability of exhibitors to demonstrate their products, prevent sales representatives from placing orders and impede other activities. In order to maintain a stable and robust wireless

environment that minimizes interference through cooperation, coordination and good wireless policies, NRG Park has adopted the Common Sense Rules delineated below.

1. Be considerate of others. The wireless network has finite resources, so more users will degrade the wireless experience for everyone. Voluntarily turning-off the Wi-Fi and Bluetooth broadcasting features ("personal hotspot") of wireless cameras, cellular phones, gaming devices and other portable wireless devices will enhance the wireless experience for the entire community in NRG Park.
  2. Don't overpower your neighbors. A wireless device that requires a continuous connection to an electric outlet (or a battery independent of the wireless device) for its operation may neither be utilized nor plugged into an electrical outlet. At the discretion of NRG Park or Smart City, the operator of such device will be required to unplug and/or remove the device from NRG Park. Failure to unplug the device within 30 minutes of notification may jeopardize the wireless network for others and is a license violation by the operator. In the event of such violation, NRG Park has authorized Smart City, at its discretion, to require the operator of the offending device to discontinue its use for the remainder of the event and/or to undertake a wireless engineering & coordination plan for the neighboring wireless devices and bill the operator of the offending device the appropriate charges. If neither option is adhered to, the operator may be required to leave NRG Park.
  3. One channel per user. The latest Wi-Fi protocols (such as 802.11ac) allow users to combine or bond multiple channels. Doing so, however, may significantly degrade your neighbors' ability to use the common wireless network. For the benefit of the entire wireless community in NRG Park, please do not monopolize the spectrum through channel bonding or other techniques.
  4. Acceptable use makes it fair for all. Please be considerate and share the wireless spectrum and bandwidth with your fellow attendees and exhibitors. Please do not use peer-to-peer traffic applications (such as Bit Torrent) nor actively scan the wireless network because these practices consume a disproportionately large amount of bandwidth and wireless network resources.
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## **V. PARKING**

- A. NRG Park is the provider of all parking for the venue.
  - B. The regular parking rate at NRG Park is posted at the gate entry with no unlimited in and out entries and is subject to change without notice.
  - C. Event Parking Pass: An event parking pass may be offered at NRG Park's discretion that allows unlimited in and out privileges during the event only.
    1. The price and availability of this event parking pass will be determined per event.
    2. The event parking pass does not allow overnight parking of any vehicle.
    3. The event parking pass will be valid during the event only.
    4. The event parking passes will be held for your arrival at the NRG Park Exhibitor Services desk during move-in, if one is offered. They will not be mailed or sent electronically.
    5. If charged for first time entry on an event day, bring the parking stub to the service desk to receive a credit toward the purchase of an event parking pass. The credit will not be issued without the parking stub. One stub credit only per event parking pass purchased. Pre-ordered parking passes will have a refund issued against the original order.
    6. Stubs will only be accepted for credit during the scheduled service desk hours of the event. Stubs will not be accepted by NRG Park after an event has ended.
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## **VI. CLEANING**

- A. All exhibit cleaning orders must be placed through NRG Park.

- B. Exhibit Cleaning- Trash removal & vacuuming: Exhibit cleaning is done during non-event hours either in the morning prior to the event opening or at the end of the event each day. Prices are based on gross square feet of exhibit space. 100 square feet minimum required.
  - C. Standard Porter Service: Trash removal and wiping of counters. This service occurs every 2 hours during event hours and event days only. Does not include wiping displays or equipment.
  - D. Full Time/Hourly Porter Service: Trash removal, catering trash removal (not catering equipment) and wiping counters. A four (4) hour minimum per event day is required. Orders with less than 4 hours per event day requested will not be accepted. This service is provided on event days only. Does not include wiping displays or equipment.
  - E. Carpet Extraction (Shampoo) & Mopping Services: Full carpet extraction (shampoo) and full mopping is done in the evenings only prior to the first event day. Price is based on gross square feet of carpet/flooring. Extraction (Shampoo) requires 12 hours to dry.
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## **VII. SECURITY**

- A. All exhibit security orders must be placed through NRG Park.
  - B. Exhibit booth security and law enforcement officers require a four (4) hour minimum.
  - C. If more than five (5) law enforcement officers are required, a separate order will need to be placed for a sergeant.
  - D. Lead time is calculated as 30 minutes for every 8 hour shift and will be calculated into the final total.
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## **VIII. TRADEMARK NOTICE**

NRG PARK, NRG STADIUM, NRG CENTER, NRG ARENA AND NRG ASTRODOME ARE REGISTERED TRADEMARKS OF NRG RESOURCES, INC. AND ANY UNAUTHORIZED USE OF THESE MARKS IS HEREBY STRICTLY PROHIBITED. ALL CONTENT CONTAINED ON THE STOREFRONT, INCLUDING ALL TEXT, GRAPHICS, LOGOS, BUTTONS, ICONS, DATA COMPILATIONS AND SOFTWARE IS SUBJECT TO THE PROTECTION OF THE U.S. COPYRIGHT LAWS.

## **IX. DISCLAIMER OF WARRANTIES.**

DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY: THE NRG PARK STOREFRONT IS AVAILABLE "AS IS" AND WITHOUT ANY WARRANTY. WE DO NOT GUARANTEE CONTINUOUS OR UNINTERRUPTED OR SECURE ACCESS TO THE STOREFRONT. THE MATERIALS MAY CONTAIN INACCURACIES AND/OR TYPOGRAPHICAL ERRORS. NRG PARK DOES NOT WARRANT THE ACCURACY OR COMPLETENESS OF THE MATERIALS OR THE RELIABILITY OF ANY ADVICE, STATEMENT OR OTHER INFORMATION DISPLAYED ON THE STOREFRONT AND RESERVES THE RIGHT TO MAKE CHANGES TO THE STOREFRONT, AND ALL INFORMATION, CONTAINED THEREON, WITHOUT NOTICE.

TO THE EXTENT PERMISSIBLE BY LAW, NRG PARK EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. NRG PARK DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES THAT IT'S STOREFRONT, ITS SERVERS OR THE E-MAILS SENT BY IT ARE FREE AND CLEAR FROM VIRUSES.

## **X. LIMITATION OF LIABILITY.**

TO THE EXTENT PERMISSIBLE BY LAW, NRG PARK SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, PUNITIVE OR OTHER DAMAGES, LOSSES, CLAIMS OR CAUSES OF ACTION RESULTING FROM THE PROVISION OF SERVICES, FAILURE TO PROVIDE SERVICES OR RELATING TO THE USE OF THE STOREFRONT. USER'S ONLY REMEDY SHALL BE TO RECEIVE A CREDIT FOR THE ORDER PLACED.

## **XI. GOVERNING LAW**

THE TERMS & CONDITIONS OF THIS USER AGREEMENT AND ANY DISPUTES WHICH MIGHT ARISE IN CONNECTION WITH YOUR USE OF THE STOREFRONT SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF TEXAS, WITHOUT REGARD TO ITS CHOICE OF LAW PRINCIPLES.