

# CTM Media Group - ExploreBoard Order Form



\* Required Field

Today's Date: \* 9/12/16 Approved By Sales:  Yes  No Initials: KR

Location Name: \* Hyatt Place Kansas City/Lenexa Center

Address: \* 8741 Ryckert St. Cross Street: \_\_\_\_\_

City: \* Lenexa State: \* KS Zip/Postal Code: \* 66219

Phone Number: 913-742-7777 ExploreBoardSector: \* KC-5791: KANSAS CITY VISITOR NETWORK

Number of Hotel Rooms: \* 127

Installation Contact: Ryan Baldwin Phone \* 913-742-7777 Email \* ryan.baldwin@hyatt.com

Marketing Contact: \_\_\_\_\_ Phone \_\_\_\_\_ Email \_\_\_\_\_

Location Hours of Ops \_\_\_\_\_ Service hours \_\_\_\_\_

## Please check the following information that is needed for install:

THIS IS A NEW LOCATION

Installation date: \* 1-Nov-16 or sooner

Reason for ASAP: \_\_\_\_\_

Stand Type: \* 42" Sleek Color: \* Silver

Stand location: May also add brochure stand, once approved

- Also hosts brochure display
- Also hosts RightCard display
- Wants new Stand
- Stand Returned To CTM

Internet Connection: \*

- Wired/Hardline provided by host location
- WiFi provided by host location
- 3G provided by Etractions: Explain why \_\_\_\_\_
- Content restrictions. Give details: \_\_\_\_\_
- Location agreement signed. Date: \_\_\_\_\_

Comments: \_\_\_\_\_

## Operations Team

Have you added this to a route?  Yes  No Comments \_\_\_\_\_

## Etractions Content Team

Do you need content?  Yes  No Date Content Requested \_\_\_\_\_ Date Content Received \_\_\_\_\_

Copy/Details  Yes  No Notes: \_\_\_\_\_

Photos  Yes  No Notes: \_\_\_\_\_

Other Media  Yes  No Notes: \_\_\_\_\_

## Etractions Platform Team

Stand Ordered?  Yes  No PO/Date: \_\_\_\_\_

Screen Ordered?  Yes  No PO/Date: \_\_\_\_\_

Player Ready?  Yes  No Shipped \_\_\_\_\_

Etractions Notes: \_\_\_\_\_



30B Sixth Road Woburn, MA 01801 | T: 781-935-6690 | www.etractions.com

Interactive Touch Screen Display & Service Agreement

For good and valuable consideration, Etractions, Inc. ("Etractions") and Lenexa Hyatt Place Kansas City/Lenexa Center (the "Establishment"), agree as follows, effective as of 11/1/2016 (the "Effective Date"):

1. The term of this Agreement is 36 months from the Effective Date unless earlier terminated as provided herein (the "Term"). During the Term, Etractions agrees to install and service an interactive touch screen product (the "ExploreBoard"™) at the following location maintained by Establishment: Lenexa Hyatt Place Kansas City/Lenexa Center (the "Location"). During the Term, Etractions shall insure the ExploreBoard™ and be responsible for any liability arising out of its use, damage or theft (except as caused by Establishment's gross negligence or intentional misconduct), and Establishment will be entitled to a free profile on the ExploreBoard™ and at Etractions' Etractions.com website. This agreement will automatically renew unless notice of cancellation is submitted in writing 60 days prior to end of the current term.

2. Establishment agrees to pay [50] per month for the right to host the ExploreBoard™ during the Term. Establishment agrees to provide electricity and a high quality Cat 5 (LAN) outlet with internet access at the Location throughout the Term for the ExploreBoard™. The parties may mutually agree in writing at any time during the Term to utilize wireless service in place of the Cat 5 (LAN) outlet. Establishment agrees to immediately notify Etractions in the event of any malfunction or damage to the ExploreBoard™.

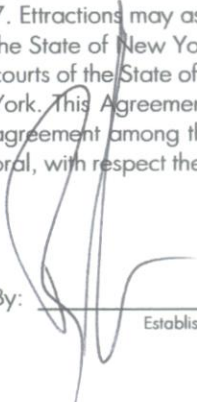
3. Establishment agrees that Etractions will be the sole provider of digital tourism information in the lobby and all common areas of Establishment, including information about cultural attractions, tourist destination information and tourist related promotional material, and acknowledges that it is vital to Etractions' ability to provide this service for it to be the exclusive provider for Establishment.

4. The ExploreBoard™ and all of its content belong exclusively to Etractions and Etractions shall be entitled to remove it at the end of the Term at Etractions' expense. Establishment agrees not to tamper with, reverse engineer, hack, debug or dismantle the ExploreBoard™; nor shall it induce or authorize any other party to do the same. Each party agrees not to disclose to any third party during or after the Term any information about the other party (including the terms of this Agreement) that such party knows or should have known to be confidential or proprietary to the other party.

5. The ExploreBoard™ is provided on an "as is" basis. Etractions disclaims any warranties, whether express or implied. Etractions does not warrant that the services will be uninterrupted or error-free. The sole remedy available to Establishment for any breach of this Agreement shall be, at Etractions' option, repair or replacement of the ExploreBoard™ or a refund of any amounts paid for the period of time following the breach.

6. Both parties shall be liable for any breach of their representations, warranties or covenants under this Agreement. Neither party shall be liable for indirect, incidental, consequential, special or punitive damages. Etractions' total liability hereunder will not exceed the limits of Etractions' commercial liability insurance policy covering the ExploreBoard™.

7. Etractions may assign its rights. This Agreement is not assignable by Establishment. This Agreement is governed by the laws of the State of New York, without reference to its conflict of laws provisions. Establishment agrees to the exclusive jurisdiction of the courts of the State of New York sitting in New York County or the United States federal courts sitting in the Southern District of New York. This Agreement will remain in effect for the Term unless terminated with 60 days notice by Etractions. This is the entire agreement among the Parties with respect to the transactions described herein, and supersedes all prior agreements, written or oral, with respect thereto.

By:  \_\_\_\_\_  
Establishment Representative Signature

By:  \_\_\_\_\_  
Etractions Representative Signature