

HOTEL IT SERVICES AGREEMENT

THIS HOTEL IT SERVICES AGREEMENT is entered into as of **MARCH 1, 2017** (the "**Effective Date**") by and between **CCES CHICAGO LLC** ("**Owner**") d/b/a the **EMBASSY SUITES BY HILTON CHICAGO DOWNTOWN MAGNIFICENT MILE**, located at 511 North Columbus Drive, Chicago, IL 60611, ("**Hotel**") and **ETTRACTIONS, INC.**, located 30 B Sixth Road, Woburn, MA 01801 ("**Provider**"), each of which is a "**Party**" and both of which are, collectively, the "**Parties**". The Parties agree as follows:

1. USE OF DEFINED TERMS: Certain terms used in this Agreement but not defined contextually have the meanings identified in Section 27 (Definitions).

2. SERVICES:

2.1 Ordering Services. Services may be ordered by Hotel through a statement of work ("**Statement of Work**" or "**SOW**"). When executed by both Parties, a SOW will be automatically incorporated into, and form a part of, this Agreement. Hotel will not be obligated to purchase or pay for any service or deliverable whose provision is not governed by a fully executed SOW.

2.2 [Intentionally Deleted]

2.3 Performance of the Services.

A. Provider will perform the Services (i) in a skillful, diligent and workmanlike manner in accordance with generally accepted first tier Industry Standards applicable to information technology services and services similar to the Services, and the specifications and requirements set forth in this Agreement and (ii) using personnel whose skills and experience are appropriate for the tasks to be performed.

B. Provider will (i) schedule all work under this Agreement to avoid interruption of normal Hotel operations; (ii) ensure that all Provider Personnel who enter Hotel's premises or utilize any Hotel Resources abide by all reasonable directives issued by Hotel, all on-site rules of behavior, work schedules, security procedures and other standards and procedures established by Hotel or Hilton Domestic Operating Company, Inc. ("**HDOC**") from time to time, (collectively, the "**Hotel Policies**") that are relevant to the Services; and (iii) provide, in a timely manner, reports regarding the Services as may reasonably be requested by Hotel from time to time.

2.4 Provider Resources. Provider will provide, administer, manage, support, maintain and pay for all resources including personnel, equipment, software, Intellectual Property, supplies and office space necessary, or otherwise determined by Provider in its reasonable discretion to be appropriate, in order for Provider to provide the Services (collectively, "**Provider Resources**"). Provider assumes all risk for its use and storage of Provider Resources on Hotel

premises and Hotel will not be liable for any loss thereof or damage thereto.

2.5 Hotel Resources. Hotel may permit Provider to use Hotel Resources that Provider will confirm in writing. Provider will (i) use Hotel Resources solely in connection with the Services for which they are made available and only for Hotel's benefit; (ii) keep Hotel Resources free and clear of liens, claims and encumbrances and (iii) not encumber, transfer or license any rights or interests in Hotel Resources. Provider will reimburse Hotel for the full replacement cost of Hotel Resources that are damaged while being used by Provider as well as those that are not returned to Hotel upon the earlier of the following: (a) completion of the relevant Services, (b) termination of the related SOW and (c) termination of this Agreement.

2.6 Provider's Responsibility. Provider will (i) cause all Provider Personnel and Subcontractors to comply with Provider's obligations under this Agreement, (ii) be responsible for their acts and omissions to the same extent as it is for its own, and (iii) pay all costs of enforcing Hotel's rights against them.

2.7 Acceptance. The Services will be performed, and the Deliverables completed, to Hotel's reasonable satisfaction. Hotel may reject deficient Services by notifying Provider of such deficiencies in writing. Provider will use best efforts to promptly correct such deficiencies to Hotel's reasonable satisfaction.

2.8 Cooperation with Others. Provider acknowledges that it may have to interact with other Hotel service providers. Provider will use commercially reasonable efforts to cooperate with such other service providers in the performance of their respective services for Hotel.

3. TERM: The Term of this Agreement is 12 months beginning on the Effective Date, unless earlier terminated as provided herein.

4. FEES & PAYMENT: Hotel will compensate Provider for Services and Deliverables accepted by Hotel in the amount and according to the payment schedule described in the relevant SOW.

4.1 Fees. Provider will complete all Services and Deliverables described in the SOW for the Fees

specified in the SOW. Unless otherwise specified in the SOW, all fixed fees are fully loaded (i.e., they compensate Provider for the costs of all provider resources and all supplies, travel, lodging, meals, overhead and administrative expenses, and taxes related to Provider's performance of Services under this Agreement.)

4.2 Payment. Unless otherwise stated in the SOW, Hotel will pay undisputed Charges within thirty (30) days of receipt of Provider's correct invoice. Provider will immediately refund to Hotel any Hotel payment, including reimbursements, not required by this Agreement.

4.3 Disputed Amounts. Hotel will not be obligated to pay any amounts it disputes or Charges for any Services or Deliverables it has not accepted until the dispute or defect(s) have been resolved to Hotel's satisfaction.

5. [INTENTIONALLY DELETED]

6. REPRESENTATIONS, WARRANTIES AND COVENANTS:

Provider represents, warrants and covenants that:

6.1 Authorization. (i) it has all requisite corporate power and authority to enter into, and fully perform the Services; (ii) it has all requisite corporate power and authority to own and operate its assets, carry on its business and sign this Agreement; (iii) it is duly organized, validly existing in good standing and qualified to do business under the laws it is formed and operate.

6.2 Resources and Skill: It has, and will have at all times during the Term, the personnel, contractual arrangements, authorizations (including licenses and permits), consents and financial and physical resources necessary to meet its obligations under this Agreement.

6.3 Functionality, Performance and Capabilities. It will provide the Services and Deliverables, and each of their components and modules, such that they will at all times during the Term possess the features, functionality, compatibility, configuration, scalability, performance and integration capabilities set forth in the applicable SOW(s).

6.4. Non-Infringement.

A. That (i) none of the Services or Deliverables violates or infringes upon, or will violate or infringe upon, the rights of any Person, including non-disclosure rights, privacy rights, Intellectual Property Rights and other proprietary rights and (ii) there are no existing, pending or, to the best of Provider's

knowledge, threatened claims regarding any violation or infringement of such rights.

B. If any Services, Work Product, Deliverables, documentation, software or other resources provided by Provider under this Agreement infringe or misappropriate any Intellectual Property Right of any Person or are subject to a claim that it does (such items, the "**Infringing Materials**"). Provider will, at its cost and expense, either (i) procure for Provider and Hotel the right to continue using the Infringing Materials in accordance with the terms of this Agreement, (ii) modify the Infringing Materials to make them non-infringing, provided that such modification does not degrade the performance, functional capabilities or quality of such Infringing Materials, or (iii) replace the Infringing Materials with a non-infringing functional equivalent, provided that such replacement does not degrade the performance or quality of the Services. Nothing in this Section will be interpreted to limit Provider's obligations to grant the licenses and provide the Services in accordance with this Agreement.

6.5 No Viruses. It will neither code nor insert any Virus into any Hotel or HDOC technical environment. Provider will perform and comply with Virus protection and remediation obligations and practices as are considered "best practice" under generally accepted first tier Industry Standards. If a Virus is found to have been introduced, Provider will promptly notify Hotel and will, at Provider's cost, eliminate the Virus and the effects of the Virus.

6.6 No Prohibited Transactions. That neither Provider or its owners, shareholders, officers nor directors own or are controlled by a "**Restricted Person**", which is defined as (1) the government of any country subject to an embargo imposed by the United States government, (2) an individual or entity located in or organized under the laws of a country that is subject to an embargo imposed by the United States Government, (3) individuals or entities ordinarily resident in any country subject to an embargo imposed by the United States Government, or (4) individuals or entities identified by an government or legal authority with whom you, the Hotel, HDOC or Affiliates are prohibited or restricted including persons designated under the U.S. Department of Treasury's Office of Foreign Assets Control (OFAC) List of Specially Designated Nationals and Other Blocked Persons (including terrorists and narcotics traffickers); and similar restricted party listings, including those maintained by other governments pursuant to United Nations, regional or national trade or financial sanctions. You will notify Hotel or HDOC in writing immediately upon an occurrence of the above events.

6.7. No Inducements. It has not, and will not, (i) directly or indirectly pay, offer, give or promise to pay, offer or give any money or other things of value to an official or employee of a government or public organization, any political party or political candidate or any other Person if any such payment, promise or offer is for purposes of influencing official actions or decisions or securing any improper advantage in order to obtain or retain business, or (ii) engage in any acts or transactions in violation of any applicable anti-bribery laws or in violation of any Hotel policies of which Provider is given notice.

7. **PROVIDER'S STATUS:** Provider will provide the Services exclusively as an independent contractor. Provider will not hold itself out as the employee, agent, officer, director, or representative of Hotel or HDOC. Provider will be solely responsible for all payments related to Provider's business and employees, including all taxes, and will report all payments as an independent contractor.

8. **PUBLICITY:** Provider will not display or distribute any signs or notices on Hotel premises without Hotel's prior written approval. Provider will not issue public announcements or press releases relating to Hotel or HDOC without prior written consent.

9. CONFIDENTIAL INFORMATION:

Provider will treat all Confidential Information with at least the same degree of care that Provider uses to protect its most valuable confidential and proprietary information. Provider may use Confidential Information only for the purpose of providing the Services. Provider will disclose or permit access to Confidential Information only to its employees and representatives who have a need to know the Confidential Information in order to provide the Services. Provider will be strictly liable for any disclosure or unauthorized use of Confidential Information by any person to whom you disclose the Confidential Information.

Confidential Information does not include information that is publicly available, that is obtained from independent sources free of any obligation, other than through improper disclosure, or that is developed independently of and without reference to the Confidential Information.

If Provider is required by law, rule or regulation or court order to disclose any Confidential Information, Provider will promptly notify the Hotel in writing prior to making any disclosure and will reasonably cooperate with any effort by the Hotel, HDOC or Affiliates to obtain a protective order or other remedy.

At the Hotel's request, Provider will promptly return or destroy all Confidential Information in your possession or control and certify the same to Hotel.

10. PRIVACY AND DATA PROTECTION:

10.1 Privacy Policy. If Provider has access to any Personal Information of Hotel's customers, Provider will comply with the Privacy and Data Protection Policy for Service Providers set forth at: <http://www.hiltondistribution.com/privacyanddataprotectionpolicy.htm> (the "Privacy Policy"). Provider acknowledges that it has had the opportunity to review the Privacy Policy. If any of the terms of this Agreement conflict with the Privacy Policy, the provisions more protective of the Personal Information will prevail.

10.2 Data Protection. If Provider has access to any Hotel Data, Provider shall use commercially reasonable administrative, technical, and physical safeguards designed to protect the security, integrity, and confidentiality prevent the unauthorized access, acquisition, destruction, modification, use or disclosure of Hotel Data. Provider shall provide data security awareness training to all employees and/or authorized agents or subcontractors authorized to have access to Hotel Data.

11. INTELLECTUAL PROPERTY RIGHTS:

11.1 The ExploreBoard™ and all of its content belong exclusively to Provider, and Provider shall be entitled to remove it at the end of the Term, at Provider's expense.

11.2 Provider grants to Hotel a limited, non-exclusive, and non-transferable license to use the Provider Software in connection with the Services. Except as expressly agreed in writing by Provider, Hotel shall not copy, transmit, distribute, rent, lease, sell, sublicense, modify, reverse engineer, disassemble, or create derivative works of any portion of the Provider Software.

11.3 The Parties do not anticipate that any Work Product will be created under this Agreement. In the event that any Work Product is created, the Parties agree to negotiate, in good faith, the ownership rights in the Work Product.

11.4 Provider will not use any Hotel Intellectual Property or Hilton Intellectual Property (including the Hilton Marks), or any variations thereof, without the prior written approval of Hotel and, in the event of such approval, only in the manner and at such times as will be prescribed in such approval. Provider does not have any ownership in Hilton Intellectual Property.

12. AUDIT: Provider shall keep and maintain complete and accurate books, records and accounts relating to all Fees charged or owed under this Agreement. Provider will provide Hotel and its auditors and other representatives with access, during normal business hours, to all relevant books, records, and accounts sufficient to permit the verification of compliance with this Agreement.

13. LAWS, LICENSES AND REGULATIONS: Each Party will comply with all applicable laws, regulations, codes, ordinances and rules in connection with this Agreement.

14. LIENS: Provider will keep all Hotel property free and clear from all liens.

15. ASSIGNMENT: Neither party will assign, transfer, or subcontract this Agreement or its obligations hereunder without the prior written consent of the other party. This Agreement is binding upon the Parties and their respective successors and assigns. Provider is jointly and severally liable for the actions of Provider's assignees.

16. INDEMNIFICATION: Provider will defend, indemnify and hold harmless Hotel, its owner, and Hilton Domestic Operating Company, Inc. and their respective officers, directors, agents, contractors, employees (collectively referred to as the "Indemnitees"), against and from any and all allegations, demands, claims, liabilities, damages, or costs of any kind (including reasonable attorneys' fees), whether or not occurring during the Term ("Claims"), arising out of or in any way connected with any of the following: (i) the negligent acts, errors and omissions in the performance of Services by Provider or anyone for whom Provider is legally or contractually responsible, and (iii) the violation or infringement by Provider upon, in any way, the rights of any other Person, including non-disclosure rights, privacy rights, Intellectual Property Rights and other proprietary rights. Promptly after receipt of any written claim or notice of any action for which Provider is responsible, the Indemnitees will notify Provider of the claim or action. Upon notice, Provider, at its own expense, shall be required to take all required steps or proceedings to settle or defend any such action; provided that, Provider shall not agree to any settlement which results in an admission of liability by the Indemnitees without prior written consent.

17. INSURANCE: During the Term, Provider shall insure the ExploreBoard™ and be responsible for any liability arising out of its use, damage or theft (except as caused by Hotel's gross negligence or intentional misconduct).

18. TERMINATION:

18.1 Hotel may terminate this Agreement or an SOW for any reason upon thirty (30) days written notice to Provider.

18.2 Either Party may terminate this Agreement or an SOW immediately in the event any of the following events occurs:

(i) A Party breaches this Agreement and fails to cure such breach where such breach is capable of being cured within ten (10) days' of written notice of termination from the other Party;

(ii) There is a material adverse change in a Party's business or financial condition;

(iii) Either Party ceases doing business;

(iv) Applicable law may materially interfere with Party's ability to provide or receive the Services; and

(v) Either Party violates any of the Confidentiality, Privacy or Laws, Licenses and Regulations provisions of this Agreement.

19. OBLIGATIONS UPON TERMINATION AND EXPIRATION:

Upon termination or expiration of this Agreement, Provider will provide reasonable transition assistance to Hotel including providing all Deliverables and Services, fully or partially completed, in the format requested by Hotel, and cooperating with any successor Provider. If Hotel terminates this Agreement for cause, you will pay costs of transition.

20. REMEDIES: Provider acknowledges that Hotel's remedy at law for breach of this Agreement would be inadequate and agrees Hotel is entitled to apply to a court of competent jurisdiction for and be granted injunctive relief against Provider's breach or threatened breach without any additional evidence or findings of irreparable injury or harm and without needing to post any bond or other security.

21. MISCELLANEOUS:

A. Except as provided below, any provision of this Agreement held unenforceable will be deemed severed from this Agreement. The remainder of the Agreement will remain in full force and effect. If a provision is held unenforceable because it is unreasonable, onerous or unduly restrictive, it will remain effective to the maximum extent permissible within reasonable bounds.

B. Provisions intended to survive (including Sections 6 – 11, 15, 16, 18, 19, 20, 21, 23, 24, 25 and 27) will survive the expiration or termination of this Agreement.

22. NATURE OF AGREEMENT: This Agreement does not grant Provider any license or other interest or real estate interest in the Hotel premises or asset. Provider's use of Hotel premises is non-exclusive.

fully revocable and only permitted to the extent (i) required performing the Services and (ii) Provider's use complies with the requirements of this Agreement.

23. NOTICES: All notices to be given under this Agreement must be in writing and sent to the address specified above. Notices are effective the earlier of: (i) one business day after being sent by next day delivery service; or (ii) three business days after being sent by certified or registered mail.

24. MODIFICATION; ENTIRETY OF AGREEMENT: This Agreement, including the Exhibits and any Addendums incorporated by reference herein, reflects the full and complete understanding of the Parties regarding the Services and supersedes any prior written or oral agreements. This Agreement may only be modified by a subsequent writing executed by duly-authorized representatives of both Parties which expressly states that it is a modification of this Agreement.

25. GOVERNING LAW AND VENUE: This Agreement is governed by the laws of the state of New York, excluding any laws regarding the choice or conflict of laws.

26. COUNTERPARTS: This Agreement may be executed in counterparts and exchanged by facsimile or electronically scanned copy. Each such counterpart will be deemed to be an original and all such counterparts together will constitute one and the same Agreement.

27. DEFINITIONS: The following terms used in this Agreement have the meanings given them below:

27.1 "**Agreement**" means, collectively, (i) the terms and conditions preceding Exhibit A; (ii) all referenced exhibits, schedules and attachments; (iii) all SOWs; (iv) all other documents incorporated herein by reference; and (v) all amendments to any of the forgoing.

27.2 "**Confidential Information**" means any and all information of or regarding Hotel or a Hotel Affiliate including (i) trade secrets, product development strategy and activity, product concepts and features, marketing strategy, corporate assessments and strategic plans, pricing, financial and statistical information, accounting information, identity of suppliers or customers, software (including source code and object code), technical specifications, systems, processes (including processes), formulae, inventions, discoveries, developments, designs, drawings, models, algorithms, flow charts and other documentation, policies, guidelines, procedures, practices, disputes, litigation; (ii) compilation or summary information or data that contains or is based

on Confidential Information, (iii) Hotel Data, (iv) Personal Information; and (v) Work Products. As between the Parties, Confidential Information is, will be, and will remain the property of Hotel.

27.3 "**Deliverable**" means any and all reports, documentation, Work Products, software, specifications, or other materials or writings provided by Provider to Hotel that are subject to acceptance by Hotel.

27.4 "**Hilton Marks**" means, collectively, Hilton names, or any variation thereof, or the names "Hilton," "Hampton", "Homewood", "Doubletree", "Conrad", "Embassy", "Waldorf Astoria", "Home2Suites", Curio, Home2, Tru, Canopy, or the stylized "H" swirl or other logotypes, trademarks, service marks, trade names or other Intellectual Property now or hereafter used by Hotel or any Hotel Affiliate.

27.5 "**Hotel Affiliate**" means each of the following: (i) each entity which, directly or indirectly owns Hotel; (ii) HDOC and any entity which, directly or indirectly, is owned by HDOC; (iii) any joint venture, partnership, limited liability company, marketing affiliate or other entity in which Hotel or HDOC, or their respective owners are a joint venturer, partner, member, franchisor, affiliated company or controlling shareholder; (iv) the joint venturers, partners, members, or controlling shareholders of such entities set forth in the immediately foregoing clause (iii); and (v) any owned, managed, or licensed property of any Person set forth in the immediately foregoing clauses (i) through (iv), inclusive.

27.6 "**Hotel Data**" means all data provided to Provider by Hotel, any Hotel Affiliate and any third party at the request of Hotel or a Hotel Affiliate, including data that may be processed, stored or transmitted by Provider in the course of providing the Services.

27.7 "**Hotel Resources**" means the office space, furnishings, equipment, supplies, technology resources, such as hardware and software, and all other assets made available to Provider.

27.8 "**Include**" and its derivatives (such as "including" and "includes"), whether or not capitalized, mean including without limitation.

27.9 "**Industry Standards**" means established rules, regulations, and generally accepted operating procedures, practices, requirements and the usual customary practices in the delivery of products and/or services within a particular business sector or as defined by state and local government laws relative to that business sector.

27.10 "Intellectual Property" and "Intellectual Property Rights" each means all intellectual property rights, including (i) any patent, patent application, trademark (whether registered or unregistered), trademark application, trade name, service mark (whether registered or unregistered), service mark application, copyright (whether registered or unregistered), copyright application, trade secret, proprietary information, know-how, process, technology, development tool, ideas, concepts, design right, moral right, data base right, methodology, algorithm or invention, (ii) any right to use or exploit any of the foregoing, and (iii) any other proprietary right or intangible asset (including software).

27.11 "Person" means any natural person and any entity.

27.12 "Personal Information" is defined in the Privacy Policy.

27.13 "Provider Personnel" means, collectively, Provider and the agents, employees and independent contractors of Provider and its Subcontractors assigned to perform the Services.

27.14 "Provider Software" means Provider owned software and third party software (other than Hotel provided software) used by Provider in performing the Services or creating Work Products.

27.15 "Services" means the tasks performed or to be performed by Provider under this Agreement including the production of Deliverables.

27.16 "Subcontractors" means, collectively, (i) Persons that contract directly with Provider to perform services Provider is obligated to perform under this Agreement, and (ii) Persons that contract with any Persons described in clause (i) of this definition.


27.17 "Virus" and "Viruses" each mean any virus, trojan horse, worm spyware, back door, email bomb, malicious code and other similar item, including those listed: (i) the Computer Associates' Virus Encyclopedia currently set forth at <http://gsa.ca.com/virusinfo/browse.aspx>, (ii) the F-Secure Computer Virus Information Center at <http://www.f-secure.com/v-descs/index.shtml>, or (iii) the McAfee virus glossary currently located at http://vil.nai.com/vil/virus_list.asp as each may be updated from time to time. In the event that Computer Associates, F-Secure or McAfee ceases to maintain its virus encyclopedia/glossary, the Parties will mutually agree on another independent third party reference to replace the omitted virus encyclopedia/glossary.

27.18 "Work Products" means all works conceived or developed by Provider, alone or with others, in connection with the Services and all other activities of Provider (and Provider Personnel) associated with performing the Services.

IN WITNESS WHEREOF, the Parties have duly executed this Agreement as of the Effective Date.

Provider:
ETTRACTIONS, INC.

Hotel:
CCES CHICAGO LLC
d/b/a **EMBASSY SUITES CHICAGO**
DOWNTOWN MAGNIFICENT MILE By:
Embassy Suites Management, LLC,
its Managing Agent

By: 
Name: Edward Wiemeler
Title: Regional Director of Sales & Marketing
Date: May 30, 2017


By: 
Name: Konstantine Drosos
Title: General Manager
Date: 6-28-2017

EXHIBIT A

STATEMENT OF WORK

THIS STATEMENT OF WORK (“SOW”) forms part of the Hotel IT Services Agreement effective as of **March 20, 2014** by and between Hotel and Provider.

Capitalized terms used in this SOW, but not defined herein, shall have the meanings identified in the Agreement.

Provider	Ettractions, Inc.
Hotel	CCES Chicago LLC d/b/a Embassy Suites by Hilton Chicago Downtown Magnificent Mile
Premises	511 North Columbus Drive, Chicago, IL 60611
SOW Effective Date	3/1/17
SOW Expiration Date	2/28/2019
SOW Term	The term of this Agreement will be for ____ () years(s), beginning on the Effective Date and ending on _____. Thereafter, the agreement will be considered to be on a month to month basis unless otherwise specified. All renewals must be on a month to month basis.
Primary contact for Provider	Name/Title: Edward Wiemeler Address: 740 Church Rd, Elmhurst, IL 60126 Email: Ewiemeler@ctmmedia.com Phone: 630-592-1320
Primary contact for Hotel	Leticia Phocas

1. ACCESS TO DESIGNATED SPACE

- A. Hotel shall designate and furnish specific locations at the Premises in such amounts and in such locations deemed reasonable by Hotel for the placements of Provider’s Equipment (the “**Designated Space**”). For purposes of this SOW, the Designated Space shall mean:
 - i. At direction of Hotel, public space in the lobby for placement of Provider’s Equipment.
- B. Provider shall use the Designated Space only for the purpose of installing, maintaining and operating the Equipment and providing the Services, in each case in a manner that is in compliance with all applicable laws, and any applicable regulations. Any changes, repairs, replacements or other work on or around the Equipment shall be made in a workmanlike manner as promptly as possible with minimum disruption to Hotel operations and only with the Hotel’s prior consent in each instance. Provider shall have the right to remove the Equipment upon termination of this Agreement for any reason, but shall be obligated to repair damage to the Hotel arising out of the installation or removal thereof.

2. DESCRIPTION OF THE SERVICES (“Services”)

- A. **Exclusivity:** Hotel agrees that Provider will be the sole provider of digital tourism information in the lobby and all common areas of Hotel, including information about cultural attractions, tourist destination information and tourist related promotional material, and acknowledges that it is vital to Provider’s ability to provide this service for it to be the exclusive provider for Hotel.

- B. **Description of Components:** During the Term, Provider agrees to install and service an interactive touch screen display product (the "ExploreBoard"TM) at the Premises. Hotel will be entitled to a free profile on the ExploreBoard and at Provider's website at www.Ettractions.com.
- C. **Functionality:** The ExploreBoard provides travelers and tourists with visitor information.
- D. **Hotel Page:** Hotel will provide materials and content to be integrated into or used in connection with the Hotel's profile on the Ettractions.com website ("Hotel Content"). Hotel shall have final approval of all content on the Hotel Page, including information, graphics, text, images, links, pop-ups, etc. Provider shall remove any content and any hyperlinks that Hotel reasonably objects to from the Hotel Page.
- E. **Approval of Services & Content:** All Services and content available on the ExploreBoard, except content accessed via the Internet that Provider cannot control, restrict or filter as described in this SOW, is subject to the approval of Hotel. Provider shall not modify the Hotel Content or exercise any editorial control over the Hotel Content without Hotel's prior written approval. Provider shall ensure that, notwithstanding any dynamic features of the websites available through the ExploreBoard, it will restrict or remove any material that is harmful to or reflects negatively upon the Hotel or the Hilton Worldwide brand.
- F. **Maintenance and Replacement of Equipment:** During the Term, Provider shall insure the ExploreBoard and be responsible for any liability arising out its use, damage or theft (except as caused by Hotel's gross negligence or intentional misconduct). Hotel agrees to immediately notify Provider in the event of any malfunction or damage to the ExploreBoard. Provider shall provide Hotel with reasonable assistance to help Hotel to maintain ExploreBoard by responding to all inquiries and trouble reports concerning the operation or condition of the ExploreBoard. Upon receiving such inquiries or trouble reports, Provider shall either offer advice or propose possible solutions based on Provider's preliminary appraisal of Hotel's description of the problem or offer to help arrange for assistance from Provider's maintenance-service representative.
- G. **Support Availability and Contacts:** Provider will make technical support available to Hotel by telephone and e-mail from Monday through Friday during 9AM-5PM, Eastern Time. Provider's support personnel will provide Hotel with remote assistance as to the use and operation of the ExploreBoard and accept reports of bugs, defects or errors. Provider will provide Hotel with customer support via Email at ebssupport@ettractions.com or by phone at 800-888-2974.

3. INTERNET ACCESS

Hotel agrees to provide electricity and a high quality Cat 5 (LAN) outlet with internet access at the Premises 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.

4. FEES AND PAYMENTS:

- A. **Fees:** Total Fee = \$0.00 per month.
- B. **Payment:** Hotel will pay any undisputed charges within thirty (30) days after receipt of Provider's correct invoice.

5. OTHER TERMS RELATED TO THE SERVICES

- A. **Ownership:** With the exception of the Hilton Marks and Hilton Intellectual Property as previously defined, the ExploreBoard and all of its content belong exclusively to Provider and Provider shall be entitled to remove it at the end of the Term at its expense. Hotel 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.
- B. **Warranty Disclaimer:** The ExploreBoard is provided on an "as is" basis. Provider disclaims any warranties, whether express or implied. Provider does not warrant that the services will be uninterrupted or error-free. Except for personal injury or property damage, or claims related to intellectual property infringement or misuse of Hotel's or Hilton Worldwide's Intellectual Property, the sole remedy available to Hotel for any breach of this Agreement shall be, at Provider's option, repair or replacement of the ExploreBoard or a refund of any amounts paid.
- C. **Limitation of Liability:** NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING DAMAGES FOR LOSS OF BUSINESS, LOSS OF PROFITS OR THE LIKE) UNDER THIS AGREEMENT, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF A REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.
- D. **Permits and Licenses:** Provider shall have at all times any licenses, permits and approvals necessary for the installation or operation of the Equipment and will provide copies of the same to Hotel promptly upon Hotel's request. Hotel shall cooperate with Provider in applying for and securing licenses, permits and approvals, but shall not be required to incur any cost or expense in connection with such cooperation.

E. EXHIBIT B

HOTEL LEVEL SERVICES AGREEMENT PROVIDER INSURANCE REQUIREMENTS

At Provider's expense, Provider shall maintain insurance coverage of the following types continuously throughout the Term of this Agreement or during any period work is performed relating to this contract:

- (a) Occupational Injury Scheme (Worker's Compensation insurance) as required by local laws and regulations, and Employers' Liability insurance with a limit not less than US\$1,000,000 each accident for bodily injury, US\$1,000,000 each employee for bodily injury by disease, and US\$1,000,000 policy limit for disease.
- (b) General (Public) Liability insurance with a limit not less than US\$2,000,000 each occurrence covering liability arising from bodily injury, property damage, independent contractors, products-completed operations, advertising injury and liability assumed under an insured contract. Hotel and Hilton Domestic Operating Company, Inc. (including its parent, subsidiaries and affiliates) shall be included as additional insured on this policy.
- (c) If Provider's SOW requires or involves the use of an auto on hotel property, Provider shall carry 3rd Party Motor Vehicle insurance with a limit not less than US\$1,000,000 each accident covering owned, scheduled, leased, hired or other autos. Hotel and Hilton Domestic Operating Company, Inc. (including its parent subsidiaries and affiliates) shall be included as additional insured on this policy.
- (d) Professional Liability insurance with a limit of not less than US\$1,000,000, including Errors And Omissions or equivalent coverage for liability arising out of media activities, as well as coverage for intellectual property infringement, defamation, misleading and deceptive conduct, and claims arising out of Provider's negligent or willful errors or omissions during the performance of the services. Such insurance shall also include coverage for reasonable attorneys' fees and investigation costs.
- (e) At its option, Provider may purchase insurance to cover its personal property, including its tools and equipment. In no event shall Hotel be liable for any damage to or loss of personal property sustained by Provider, whether or not it is insured.
- (f) The insurance required above may be satisfied by any combination of primary, umbrella and/or excess insurance policies.

Provider's insurance shall apply as primary to any other insurance or self-insurance available to Hotel. Provider waives on behalf of itself and its insurers all rights of subrogation against Hotel and its agents, officers, directors, and employees for recovery of damages to the extent these damages are covered by its insurance regardless of any deductibles. Insurance companies affording the coverage required above shall have a A.M. Best rating of not less than A /VII. Failure to maintain the required insurance may result in termination of this Agreement at Hotel's option. By requiring insurance herein, Hotel does not represent that coverage and limits will be adequate to protect Provider. The requirements contained herein shall not be construed in any manner to relieve or limit Provider's indemnification obligations for any loss or claim arising out of this Agreement.

Prior to the execution date of this Agreement or commencement of any activity contemplated under this contract, whichever is earlier, Provider shall furnish Hotel with certificate of insurance providing evidence of compliance with the above requirements. Thirty days' (30) written notice to Hotel prior to cancellation or material change is required. If appearing on the certificate of insurance, the phrases "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives" shall be deleted from the certificate's cancellation provision.