

HCP media

3511 NW 91 Ave | Miami, FL 33172

INTERACTIVE TOUCH SCREEN DISPLAY & SERVICE AGREEMENT

HCP Media (herein "HCP") located at 3511 NW 91 Ave, Miami, FL 33172 and Ettractions, Inc. (herein "Ettractions") and EL PASEO HOTEL - West Lobby 2 (herein "property") located at 443 Española Way, Miami Beach, FL 33139 hereby agree as follows:

- 1. Touch Screen.** HCP shall provide the Property at no charge with one interactive touch screen product (the "ExploreBoard") for the hotel guest services desk or at designated area in the lobby. The touch screen product will contain and shall include without limitation, advertising, text and editorial content about Miami. HCP shall revise and upgrade the ExploreBoard content annually or as needed. HCP and its partner Ettractions will maintain the touch screen product and will keep it in good working order at all times. During the Term, Ettractions shall insure the ExploreBoard and be responsible for any liability arising out of its use, damage or theft (except as caused by Property's gross negligence or intentional misconduct), and **Property will be entitled to a free profile on the ExploreBoard.**
- 2. Connection.** Property agrees to provide electricity and a high quality Cat 5 (LAN) outlet with internet access at the Location throughout the Term for the Explore Board. Property agrees to immediately notify HCP in the event of any malfunction or damage to the ExploreBoard.
- 3. Display.** Property agrees to display conspicuously at its guest services desk or front desk - the touch screen at all times during the term of this agreement. Property agrees to instruct staff to utilize the touch screen as a tool for guest services and to encourage guest usage.
- 3. Exclusive.** Property agrees that during the term of this agreement it shall not enter into any agreement similar to display Video or touch screen display program in the lobby, rooms or common areas of the property.
- 4. Product.** ExploreBoard and all of its content belong exclusively to Ettractions and Ettractions shall be entitled to remove it at the end of the Term at Ettractions's expense. Property 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.

The ExploreBoard is provided on an "as is" basis. Ettractions disclaims any warranties, whether express or implied. Ettractions does not warrant the services will be uninterrupted or error-free. The sole remedy available to Property for any breach of this Agreement shall be, at Ettractions's option, repair or replacement of the ExploreBoard.

- 5. Term and Renewal.** The initial Term of this Agreement shall begin on ~~September~~ ^{DECEMBER}, 2017 and end on ~~August~~ ^{NOVEMBER}, 2019. This agreement shall renew for a renewal term of 2 years, provided either party has not delivered to the other a written notice on non-renewal at least (90) days prior to the expiration of the initial term.
- 6. Equipment.** The touch screens may be secured with a cable. Touch screens will be monitored remotely by Ettractions and we will be responsible for the technical & software issues. Neither party shall be liable for indirect, incidental, consequential, special or punitive damages. Ettractions' total liability hereunder will not exceed the limits of Ettractions' commercial liability insurance policy covering the ExploreBoard.

HCP Media

Signature: _____

Printed Name: Carlos Azevedo

Title: Distribution Manager

Date: 12/4/17

Telephone: 305-376-2537

Fax: 305-995-8108

EL PASEO HOTEL

Signature: _____

Printed Name: Israel Blanco

Title: Guest Services Manager

Date: 12/1/17

Telephone: 305-400-0767

Fax: _____