



Connecting Visitors to Fun

Sales Order

Ettractions, Inc. 30 B Sixth Rd Woburn, MA 01801 617.275.5885 sales@etractions.com	SOLD TO	Name: Shelby Marzen	SHIP TO	Name: ReLana Morales	Order Date	
		Company: Johns Creek CVB		Company: CTM Media Group	Order #	
		Address: 12000 Findley Rd, Suite 400		Address: 515 Marksmen Court	Salesperson	Bob Gunby
		Address: Johns Creek, GA 30097		Address: Fayetteville, GA 30214	Office	16ATL
		Phone: 678 982 8218		Phone: 470.235.7240	Payment Terms	Advance
		Customer ID:		Shipping Via	TBD	Shipping Terms

Notes: Shipping will be billed under separate cover - shipping quote will be furnished prior to shipping items.

QTY	Item	Description	Unit price	Comments	Line total
1	22EBBlack	22" Tablet & Floor Stand ExploreBoard	\$2,139.00		\$2,139.00
1	22EBSilver	22" Tablet & Floor Stand ExploreBoard	\$2,139.00		\$2,139.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00

This Order Confirmation is subject to the Terms and Conditions attached hereto. By accepting delivery of any products described above, Purchaser shall be responsible for all applicable state & local taxes. Purchaser agrees to be bound by the Terms and Conditions.

Accepted By:

Name: Lynda Lee Smith

Title: Chair, Johns Creek CVB

Signature: [Handwritten Signature]

Subtotal \$4,278.00

Shipping TBD - Billed Separately

Buyer responsible for any applicable taxes

Total \$4,278.00

Thank you for your business!

**ETTRACTIONS
TERMS AND CONDITIONS
OF SALE**

1. Acceptance of Delivery. "This Agreement" means these terms and conditions together with the order confirmation to which they are attached. "Products" means the items described on the attached order confirmation and any replacements or substitutes provided by Ettractions for such items. Purchaser will inspect all Products/Services (equipment and development services) within ten (10) days of their delivery. Purchaser will provide Ettractions with written notice of its rejection of a delivery, in whole or in part, within fifteen (15) days of such delivery. Any notice of rejection will specify in detail the reason(s). Should Purchaser fail

ExploreBoard License and Service Agreement

Ettractions, Inc. ("Ettractions") has agreed to sell, and Johns Creek CVB (the "Establishment") has agreed to buy, pursuant to Order Number _____ dated _____ (such order, together with its terms and conditions, are referred to herein as the "Order"), the hardware described in such Order. For good and valuable consideration, Ettractions and the Establishment (the "Parties") hereby agree, effective as of June 1, 2018 (the "Effective Date"), as follows:

1. The term of this Agreement is 36 months from the Effective Date unless earlier terminated as provided herein (the "Term"). During the Term, Ettractions (a) grants establishment a license to operate the hardware and software comprising the ExploreBoard™ (the "System") at the Establishment's premises located at SEE LOCATION ADDRESSES ON PAGE 2 (the "Locations"), and (b) agrees to store, maintain, and manage all content that Establishment provides to Ettractions or otherwise instructs Ettractions to display on the ExploreBoard during the Term (the "Content").

2. In consideration of the license and services provided by Ettractions as described above, Establishment agrees to pay \$5000.00 at or before Effective Date and \$416.66 monthly during months 13-36 of 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™. Establishment agrees to immediately notify Ettractions in the event of any malfunction or damage to the ExploreBoard™. For licensing and services for additional screens in a multi-screen network, establishment agrees to pay an additional \$0 per year at or before Effective Date and \$79 per month during Term for each screen.

Profile Content & Advertising:

Set-up and publishing of up to 50 individual profiles and 2 ExploreBoard banner ads of Establishment's choice. All creative and advertising assets are the responsibility of the Establishment.

***Additional Content:**

- Set-up and publishing of any additional profiles will be billed at a rate of \$99 per profile per year.
- Additional ExploreBoard banner ads requiring design assistance will be billed at \$75 per banner ad.
- Screen take-over video advertisements provided to Ettractions may run at the Establishment's leased kiosk location(s). Video files received must meet all current technical specifications.

3. During the Term, Establishment shall insure the ExploreBoard™ and be responsible for any liability arising out of its use, damage or theft. The ExploreBoard™ software system belongs exclusively to Ettractions and Ettractions shall be entitled to remove it at the end of the Term at Ettractions' expense or, in the event of a breach of this Agreement by Establishment, during the Term at Establishment's 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.

4. Establishment hereby grants to Ettractions the non-exclusive right during the Term and throughout the world to store the Content on any of its digital platforms, including the System, and distribute the Content via any of its digital platforms (including but not limited to on-line downloads, mobile phone distribution, portable video game distribution, and other media now known or hereafter invented for digital distribution to end users).

5. Establishment represents and warrants as of the Effective Date and throughout the Term that (a) Establishment has the sole and exclusive right to enter into this Agreement and to grant the rights herein granted; (b) all Content submitted by Establishment (or which Establishment instructs Ettractions to use, copy or import from Establishment's website or any other source) for use pursuant to this Agreement is owned free and clear solely and exclusively by Establishment and does not violate the right of privacy or any other right of any person; (c) such Content is not libelous or obscene; (d) such Content does not infringe upon the statutory or common law copyright or other intellectual property right of any other party; and (e) there is no claim, litigation or other proceeding pending, outstanding or threatened, adversely or otherwise affecting or that might in any way prejudice any of the rights herein granted. Establishment will at all times defend, indemnify and hold harmless Ettractions

from and against any and all claims, actions, damages, liabilities, costs and expenses, including reasonable counsel fees, of any kind or nature (each, a "Claim") arising out of any breach or alleged breach by Establishment of any representation, covenant or warranty of Establishment contained in this Agreement or the Order.

6. The ExploreBoard™ is provided on an "as is" basis. Ettractions disclaims any warranties, whether express or implied. Ettractions 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 Ettractions' option, repair or replacement of the ExploreBoard™ or a refund of any amounts paid for the period of time following the breach.

7. The Ettractions System, including all subsequent versions and modifications thereof, shall remain in Ettractions's control at all times. Any customization, installation and maintenance of the Ettractions System software shall be done only by Ettractions approved personnel. Ettractions retains all proprietary rights in and to all of Ettractions's intellectual property, including but not limited to its technology and the Ettractions System (including all software, source code, and any derivative works, modifications, improvements and enhancements thereof or thereto by either Party).

8. 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. Ettractions' total liability hereunder will not exceed the amount of any payments made by Establishment to Ettractions pursuant to Section 2 above during the 12 month period preceding the date of loss with respect to which any losses or damages are claimed.

9. Establishment acknowledges and agrees that it is neither an employee, partner, nor joint venturer of Ettractions. Nothing in this Agreement will constitute or authorize Establishment to bind Ettractions to any obligations, or to assume or create any responsibility for or on behalf of Ettractions to any third-party.

10. This Agreement (including the Order) represents the entire understanding between Ettractions and the Establishment with respect to the subject matter hereof and supersedes all prior agreements relating to such subject matter. Unless otherwise specified, any amendment, supplement or modification of or to any provision of this Agreement, any waiver of any provision of this Agreement and any consent to any departure by the Parties from the terms of this Agreement, shall be effective only if it is made or given in writing and signed by both Parties.

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11. Ettractions 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 Ettractions. 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.

11a. Clause II Modification – Establishment and Ettractions agree all references to the State of New York and its associated courts residing in the state of New York are replaced by the State of Georgia and its similar courts.

_____ (Establishment Initials) *ES* (Ettractions Initials)

ESTABLISHMENT:

By: _____

ETTRATIONS:

By: _____

EB Location Address

Hyatt Place Johns Creek Atlanta
11505 Medlock Bridge Road
Johns Creek, GA 30097
Contact: Wayne Cannon, General Manager
Hotel: 770 622 5858
Direct: 678 205 1412
wayne.cannon@hyatt.com

EB Location Address

Hilton Garden Inn Atlanta North/Johns Creek
11695 Medlock Bridge Road
Johns Creek, GA 30097
Contact: Mandy Campbell, Director of Sales
Hotel: 770 476 1966
Direct: 678 775 4605
mandy.campbell@hilton.com