ettractions
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Interactive Touch Screen Display & Service Agreement

For good and valuable consideration, Ettractions, Inc. ("Ettractions") and Berlin Grande Hotel (the "Establishment"), agree as follows, effective as of 6/1/2018 (the "Effective Date"):

1. The term of this Agreement is 24 months from the Effective Date unless earlier terminated as provided herein (the "Term"). During the Term, Ettractions agrees to install and service an interactive touch screen product (the "ExploreBoard" ™) at the following location maintained by Establishment: 4787 Township Rd 366, Berlin, OH 44610 (the "Location"). 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 Establishment's gross negligence or intentional misconduct), and Establishment will be entitled to a free profile on the ExploreBoard™ and at Ettractions' Ettractions.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 [$0] 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 Ettractions in the event of any malfunction or damage to the ExploreBoard™.

3. Establishment agrees that Ettractions 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 Ettractions' 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 Ettractions and Ettractions shall be entitled to remove it at the end of the Term at Ettractions' 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. 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.

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. Ettractions' total liability hereunder will not exceed the limits of Ettractions' commercial liability insurance policy covering the ExploreBoard™.

7. 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.

By: Doug Burgess
Establishment Representative Signature

By:
Ettractions Representative Signature