

# Ettractions, Inc.

## Interactive Touch Screen Display & Service Agreement

For good and valuable consideration, Ettractions, Inc. ("Ettractions") and Interstate Management Company, LLC as agent for Bloomington Hotel Investors, LLC d/b/a DoubleTree by Hilton Bloomington – Minneapolis South (the "Establishment"), agree as follows, effective as of 12/1/2018 (the "Effective Date"):

1. The term of this Agreement is 12 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 "2 Black 42 inch ExploreBoards™") at the following location maintained by Establishment: Interstate Management Company, LLC as agent for Bloomington Hotel Investors, LLC d/b/a DoubleTree by Hilton Bloomington – Minneapolis South (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 may be canceled by either party with 30-days notice in writing.
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. Establishment has the right of approval of the attractions, destination information and promotional material displayed on the ExploreBoards™.
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: Ben Hardin 11/14/18  
Establishment Representative Signature  
General Manager, Task Force

By: [Signature]  
Ettractions Representative Signature  
11/15/2019

ACORD™

Client#: 1828377

1511DWMED

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/08/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER McGriff Insurance Services 800 Route 113 Souderton, PA 18964

CONTACT NAME: Lisa Dumont PHONE (A/C, No, Ext): 267-907-9335 FAX (A/C, No): E-MAIL ADDRESS: lisa.dumont@mcgriffinsurance.com

Table with columns: INSURER(S) AFFORDING COVERAGE, NAIC #. Rows include Great Northam Insurance Company (20303), Federal Insurance Company (20281), Chubb Indemnity Insurance Company (12777).

INSURED IDW Media Holdings, Inc. 11 Largo Drive South Stamford, CT 06907-2337

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Main table with columns: INSR LTR, TYPE OF INSURANCE, POLICY NUMBER, POLICY EFF, POLICY EXP, LIMITS. Rows include Commercial General Liability, Automobile Liability, Umbrella Liability, and Workers Compensation.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Table with columns: CERTIFICATE HOLDER (DoubleTree by Hilton Bloomington), CANCELLATION (Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions).