

Ettractions, Inc.

Interactive Touch Screen Display & Service Agreement

For good and valuable consideration, Ettractions, Inc. ("Ettractions") and New Jersey Aquarium, LLC DBA Adventure Aquarium (the "Establishment"), agree as follows, effective as of 5/1/2019 (the "Effective Date"):

1. The term of this Agreement (the "Agreement") is 24 months from the Effective Date unless earlier terminated as provided herein (the "Term"). During the Term, Ettractions agrees to install, maintain, and service an interactive touch screen product (the "ExploreBoard™") at the following location maintained by Establishment: 1 Riverside Dr, Camden NJ 08103 (the "Location"). During the Term, Ettractions shall insure the ExploreBoard™ and be responsible for any liability arising out of its use, damage (except as caused by Establishment's gross negligence or intentional misconduct) or theft, and Ettractions shall, at its sole cost and expense, develop and maintain a profile for Establishment on the ExploreBoard™ and at Ettractions' Ettractions.com website. Upon expiration of the Term, this Agreement will automatically renew for successive 12 month periods unless either party hereto delivers a written notice of cancellation to the other party no later than 60 days prior to end of the Term or the then current renewal period, as applicable.
2. Establishment agrees to pay [extract_itex]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. The ExploreBoard™ and all of its content belong exclusively to Ettractions and Ettractions shall remove it at the end of the Term, or the earlier termination of this Agreement at Ettractions' expense. Ettractions shall, at its sole cost and expense repair any damage to the Location caused in connection with the installation, maintenance, service, or removal of the ExploreBoard™, normal wear and tear excepted. 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. Notwithstanding anything herein to the contrary, Ettractions will indemnify, defend and hold Establishment, its parent, subsidiaries, affiliates and related entities, and its and their respective directors, officers, owners, governors, members, shareholders, partners, employees, licensees, sponsors, successors, assigns and agents ("Establishment Indemnified Parties") harmless from and against any and all third party claims, demands, suits, losses, damages, charges, costs, expenses (including but not limited to reasonable attorneys' fees), obligations, liens, liabilities, actions and causes of action (whether threatened, anticipated or actual) (collectively, herein referred to as "Injury") arising directly or indirectly out of the performance and services in connection with this Agreement of Ettractions' or any of Ettractions' suppliers or subcontractors, Ettractions' agents, Ettractions' representatives, or anyone directly or indirectly employed or engaged by any of them or for anyone for whose acts or omissions any of them may be liable, except for any Injury which arises as a result of Establishment's gross negligence or willful misconduct. Additionally, Ettractions will indemnify, defend and hold the Establishment Indemnified Parties harmless from and against any and all Injury arising directly or indirectly out of the ExploreBoard™ or any material relating thereto infringing, violating or misappropriating any trademark, copyright, patent, right of publicity or other intellectual or proprietary rights of any third party. This section 3 will survive the expiration or earlier termination of this Agreement.
4. 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, other than with respect to Ettractions' obligations pursuant to Section 3 and Section 5, 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.
5. Ettractions shall, at all times, (a) comply with all rules, regulations and policies of Establishment, including security procedures concerning systems and data and remote access thereto, building security procedures, including the restriction of access by Establishment to certain areas of its premises or systems for security reasons, and general health and safety practices and procedures; (b) obtain Buyer's written consent prior to entering into agreements with or otherwise engaging any person or entity, including all subcontractors, suppliers, and affiliates of Ettractions, other than Ettractions' employees, to perform any of Ettractions' obligations hereunder. Establishment's approval shall not relieve Ettractions of its obligations under this Agreement, and Ettractions shall remain fully responsible for the performance of its obligations under this Agreement and Ettractions' and

Ettractions, Inc.

its approved subcontractors', suppliers' and affiliates' compliance with all of the terms and conditions of this Agreement as if they were Ettractions' own employees. Nothing contained in this Agreement shall create any contractual relationship between Establishment and any Ettractions subcontractor, supplier, or affiliate.

6. During the Term, Ettractions shall, at its own expense, maintain and carry insurance in full force and effect which includes, but is not limited to, commercial general liability (including product liability) in a sum no less than One Million Dollars (\$1,000,000) with financially sound and reputable insurers. Upon Establishment's request, Ettractions shall provide Establishment with a certificate of insurance from Ettractions' insurer evidencing the insurance coverage specified in this Agreement. The certificate of insurance shall name Establishment as an additional insured. Ettractions shall provide Establishment with thirty (30) days' advance written notice in the event of a cancellation or material change in Ettractions' insurance policy. Except where prohibited by law, Ettractions shall require its insurer to waive all rights of subrogation against Ettractions' insurers and Ettractions.

7. 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.

8. This Agreement is not assignable by either party hereto, provided that either party may assign this Agreement in connection with any merger, acquisition or reorganization involving all or substantially all of the assets or equity of such party. 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. No waiver by either party of any of the provisions of this Agreement is effective unless explicitly set forth in writing and signed by the party to be bound. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement operates, or may be construed, as a waiver thereof. No single or partial exercise of any right, remedy, power or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. This Agreement will remain in effect for the Term unless terminated with 60 days' notice by either party. 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:  _____
Establishment Representative Signature

By: _____
Ettractions Representative Signature