

Ettractions, Inc.

Interactive Touch Screen Display & Service Agreement

For good and valuable consideration, Ettractions, Inc. ("Ettractions") and Philips North America LLC (through its Customer Service/Philips North America LLC through its Customer Service, Clinical Education business, located at 595 Miner Road, Cleveland, Ohio 44143 ("Establishment"), agree as follows, effective as of the last date of signature below (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: Philips Clinical Education, 595 Miner Road, Highland Heights, Ohio 44143, at the specific location identified by Establishment (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.
2. Establishment agrees to pay ~~[\$0]~~ per month for the right to host the ExploreBoard™ during the Term. In exchange, 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 promptly notify Ettractions in the event Establishment knows of any malfunction or damage to the ExploreBoard™.
3. Establishment agrees that Ettractions will be the sole provider to the Establishment's Clinical Education business of digital tourism information in the lobby of Establishment and all common areas of Establishment, including information about cultural attractions, tourist destination information and tourist related promotional material. The foregoing provision does not apply to areas of the building in which Establishment resides that are not leased or occupied by 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. Ettractions represents and warrants that the design, manufacturing, production, installation, implementation and operation of the ExploreBoard™ complies with all applicable privacy and data protection laws, regulations, ordinances and standards ("Laws"), including, without limitation, obtaining the informed consent of users and/or posting a privacy notice in the ExploreBoard™, as required by applicable Laws; that Ettractions does not collect, capture or process personal information of persons using the ExploreBoard™, including e-mail addresses and phone numbers, demographic or age or gender information; and that Ettractions maintains and implements a privacy policy, available at <https://ctmmediagroup.com/>, Ettractions agrees to notify Establishment in advance of any changes in the ExploreBoard™ that would enable capture, collection and/or processing of users personal data.
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. 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™. Establishment's total liability hereunder will not exceed \$10,000.
7. Ettractions and Establishment may assign its respective rights with notice to the other Party. . Either Party may terminate this Agreement at any time during the Term on 15 days prior notice to the other party for any or no reason. Ettractions will remove the ExploreBoard™ promptly after effective date of termination or expiration of this agreement. 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:

Ed Podskalan

Establishment Representative Signature

By:

[Signature]

Ettractions Representative Signature