



TERMS OF SERVICE FOR MANAGED DIGITAL SIGNAGE

We are excited that you have chosen to become a Kharma Consulting customer. We appreciate your business and are eager to help you move forward. This letter of agreement sets forth the terms and conditions of our relationship. We ask that you read this letter carefully and sign it if you are in agreement with these terms and conditions. You may fax it back to 501-404-2309. We look forward to working with you!

Digital Signage Service. The main premise of this agreement is that Kharma Consulting will provide the guest support necessary for your Company (also referred to herein as "You" or "Customer") to provide digital signage content to your hotel. Hotel agrees to provide display, mount, ethernet connection and internet access for the digital signage device to operate. Kharma Consulting does not warrant that digital signage content will be error-free or without outages. The parties agree that infrequent errors and outages may occur in the digital signage system, that Kharma Consulting shall be held harmless for such errors and outages, and that Kharma Consulting will use reasonable commercial efforts to assure the digital signage system remains substantially operable as set forth in this Agreement.

Digital Signage Support. Kharma Consulting will provide you with an 800 number and email address for digital signage support. Digital Signage support is provided during normal business hours of 8am till 5pm Monday through Friday CST.

Equipment Warranties. Kharma Consulting will warranty the digital signage player to be free from defects for a period of one calendar year to commence on the shipment date to you. Theft, vandalism and "Acts of God" are not covered by this warranty.

Payment. Digital Signage support will be billed at \$59.00 per month plus taxes, fees, shipping and surcharges. The quoted items are included in your monthly fee and additional items may incur additional fees if added.

Invoices. In Kharma Consulting's sole discretion, payments shall be made in advance by credit card or COD; otherwise, Kharma Consulting shall invoice your Company on a monthly basis for the services rendered and expenses incurred. Your Company shall pay each invoice within thirty (30) business days after its date. TIME IS OF THE ESSENCE IN ALL PAYMENT TERMS. ANY AMOUNTS NOT PAID WHEN DUE SHALL BEAR INTEREST AT THE COMMERCIAL RATE OF ONE AND ONE-HALF PERCENT PER MONTH, EIGHTEEN PERCENT (18.0%) PER ANNUM, OR THE MAXIMUM LEGAL RATE IF LESS, COMMENCING WITH THE PAYMENT DUE DATE. Kharma Consulting shall be entitled to withhold performance until such amounts are paid in full. Your company shall reimburse Kharma Consulting for all costs of collection, including reasonable attorneys' fees. You also agree that if an invoice is more than sixty (60) days past due, Kharma Consulting will suspend service until payment is made. If your account is suspended, you also agree to a \$195 reactivation fee.

Confidential Information. In the course of the performance of this Agreement, either party ("Recipient") may acquire information that the other party ("Owner") deems confidential, including without limitation trade secrets and unpublished technical information and data to which the Owner (or companies affiliated with Owner) has proprietary rights (all of the foregoing collectively referred to as "Confidential Information"). Confidential Information will also include information of a third party, which Owner is under an obligation to maintain in confidence. Subject to any provisions herein to the contrary, Recipient will retain Confidential Information in strict confidence and will not use it for the benefit of Recipient or others or communicate it to others without Owner's prior written agreement. Recipient will not take photographs of any portion of Owner's facilities or duplicate any documents, or permit others to do so, without the prior written approval of Owner. Subject to any provisions herein to the contrary, documents and data made available to Recipient by Owner will remain the property of Owner and will be delivered along with all copies thereof to Owner upon request, upon termination of this Agreement, or upon completion of a project, whichever is earliest. Nothing in this Agreement will prevent the communication to others of any Confidential Information which Recipient can show was known to it prior to its receipt hereunder, was lawfully obtained by Recipient other than directly or indirectly from Owner, or became public knowledge through no fault of Recipient. Recipient acknowledges that any unauthorized disclosure or use of Confidential Information would cause irreparable harm to Owner which cannot be adequately compensated in damages. Accordingly, Owner may seek and obtain injunctive relief against the breach or threatened breach of the foregoing provisions, in addition to any other legal remedies that may be available. The foregoing restrictions shall survive the expiration or termination of this Agreement for so long as the information remains Confidential Information.

Mutual Limitation of Liability. In no event shall either party be liable to the other party for punitive, special, or certain consequential damages, including loss of profits, revenue, data, use, goodwill, or other economic advantage, caused by either party or any third party or digital signage system end-user, whether or not the possibility of such damages has been disclosed to such party in advance or could have been reasonably foreseen by such party. In no event shall either party be liable for procurement costs of substitute products or



services. The parties agree that the limitation of liability set forth herein shall survive and continue in full force and effect despite any termination of this agreement, failure of consideration or of any exclusive remedy. Both parties acknowledge that access to content is not restricted through the Kharma Consulting digital signage system. To that end, Customer shall hold Kharma Consulting harmless and indemnify and defend Kharma Consulting against any claims for damages, bad acts, illicit behavior, failure to monitor, or illicit or offending content; claims by offended end-users, individuals, entities, or customers; or any other claims arising from individuals using the digital signage service. Both parties acknowledge that the Internet allows access to content that some might find offensive, illegal, or obscene, that Customer's digital signage end-users may attempt unauthorized access into Customer 's network or confidential information or into other information or networks on the Internet, or use the Internet for illegal purposes, and that Kharma Consulting is not liable for the acts by end-users committed during the use of the digital signage system nor for the use by end-users of the provided digital signage service. In addition, Customer agrees that Kharma Consulting shall have no obligation to, or liability arising from any failure to, monitor the use of the digital signage system.

Termination. This contract is in continuous force for one months from the date of installation and will automatically renew for successive one month terms unless cancelled by 30 day written notice to either party. **You may return the player at any time in the first 30 days after we ship to you for a full refund.**

Miscellaneous. This Agreement shall inure to the benefit of any successor in interest of either party. This Agreement shall be governed by and construed in accordance with Arkansas law, without giving effect to any conflicts of law rules. If any provision hereof is held to be unenforceable for any reason, then it shall be adjusted rather than voided in order to achieve the intent of the parties to the extent possible. In any event, all other provisions hereof shall be deemed valid and enforceable to the fullest extent possible. No waiver shall be of any effect unless set forth in a writing signed by both parties. Delay or failure to exercise any right or remedy shall not be deemed the waiver thereof. This Agreement contains the entire agreement of the parties relating to its subject matter and supersedes any and all prior and contemporaneous representations, agreements, negotiations, correspondence, understandings and communications of the parties, whether oral or written. Except as set forth in this Agreement, Kharma Consulting makes no representations or warranties, express or implied, including without limitation any implied warranty of merchantability or fitness for a particular purpose, with respect to the guest wifi system or any third-party products used in or with the guest wifi system. This Agreement may not be modified or amended except in writing, signed by both parties. This Agreement may be executed in multiple counterparts, including by fax, each of which shall be deemed an original, but which together constitute one and the same agreement. Except for obligations of confidentiality and payment, neither party shall be liable for delay or failure in performing hereunder if caused by any factor reasonably beyond the direct control or foreseeability of such party, and performance shall be deferred until such cause of delay is removed, provided that the delayed party shall promptly notify the other party of such occurrence.