

Representative

Contact Name

Contact Email

Contact Phone

Business Name

Business Address

Install Address

City

State

Zip

Reward

Note(s)

infiniwifi

Product(s)

Hospitality APs

Qty / Model #

Indoor APs

Qty / Model #

Outdoor APs

Qty / Model #

Switches

Qty / Model #

Customer Campaign

Additional Support

Configuration Total

Create Customer, Venue, SSID's, DHCP, ACL, assign licenses,etc

Installation/Cabling Total

Additional Support Total

Venue(s) License Fee Total Annual

Hospitality License Fee Total Annual

Cloud Managed License Fee Total Annual

infiniwifi Complete Total

infiniTDigital

Product(s)

infiniBox 24 Media Server

Qty

Indoor LCD

infiniT Brand Qty

Non-Touch

Touch

Outdoor LCD

infiniT Brand Qty

Non-Touch

Touch

Indoor Kiosk One Sided

infiniT Brand Qty

Non-Touch

Touch

Outdoor Kiosk One Sided

infiniT Brand Qty

Non-Touch

Touch

Indoor Kiosk Two Sided

infiniT Brand Qty

Non-Touch

Touch

Outdoor Kiosk Two Sided

infiniT Brand Qty

Non-Touch

Touch

Indoor LCD & Bracket

Qty

Non-Touch

Installation/Cabling Total

Additional Support Total

infiniTDigital Licensing Total

infiniTDigital Complete Total

Note(s)

infiniT TV

Product

infiniTV 24 Media Server

Qty

infiniT TV Licensing Total (annually / one-time)

Circle Applies

\$

Installation/Cabling Total

\$

Additional Support Total

\$

infiniT TV Complete Total

\$

Note(s)

Definitions

HotSwap \$220 per device

HotSwap includes the entire RMA process.

Standard Maintenance Window is between 8AM and 5PM local time, Monday through Friday, excluding Holidays.

Escalated Equipment Break/Fix and HotSwap

All onsite services will be invoiced as listed and billed at a 2-hour minimum. (1) unit per hour during Standard Maintenance Window, \$220.

(1.5) units per hour outside Standard, \$330

Maintenance Window (2) units per hour for any request to escalate response to a 4-hour SLA, \$440

savvyGuard \$30 per ticket

savvyGuard level One assistance for venue patrons having issues connecting to WiFi, escalation to iNOC if issues beyond basic connectivity support.

savvyGuard Enterprise by proposal

savvyGuard level One assistance for venue patrons having issues connecting to WiFi, escalation to iNOC if issues beyond basic connectivity support.

Cabling Assumptions

Cabling assumes clear and available pathways. (Example: Conduit with pull string, drop ceiling with no obstructions).

All cabling line items assumes a minimum lead time of 72-business hours.

Ceiling heights are no greater than, (12Ft.)

Lifts will be billed per actual, (if applicable).

All new cable runs include the cost of Cat6 Plenum bulk cable, keystone/jack, and, (1x 1Ft.) patch cable.

Cancellation Policy

If the Client commits to technician arrival date and cancels with less than 24-hours notice, ITsavvy will charge the Client, (\$50.00) fifty dollars, per scheduled technician.

Pricing is subject to change without notice.

This Advertising Agreement (“Agreement”) between Infnit Technologies, LLC, a Minnesota Limited Liability Company (“Infnit Technologies”), and the party listed on page one (the “Customer”), is effective on the date of the last signature hereto. The parties agree as follows:

1 - HARDWARE AND SOFTWARE

1.1 Responsibility for Software. infnit is solely and exclusively responsible for the design, programming, development, functionality, operation, and maintenance of its software. infnit reserves the right to make changes to the software at any time and in its sole discretion.

1.2 Description of Hardware. The required hardware & pre-configured hardware (and, in some locations, routers, switches, kiosks, LCDs, media servers and access points) provided by infnit and labeled with infnit trademarks.

1.3 Description of Software. infnit software is defined as a proprietary, wireless location-based, direct response and targeted advertising and marketing technology platform. Also, the infnit software manages internet sessions for both free and fee-based wi-fi.

1.4 Advertisements. infnit will feature fifteen (15) Adspot pages, (as further defined in the infnit Advertising Agreement) with random display. Customer is entitled to one (1) full-page Adspot page, to promote Customer, at no charge. However, Customer must pay all design and production fees associated with the Adspot page after the initial Adspot design.

2 - GRANT OF LICENSE.

2.1 License Grant. infnit grants Customer a non-exclusive, non-transferable, non-sub licensable, worldwide license to: (a) use, copy, display, and Distribute infnit Hardware and Software; and (b) to use, reproduce, distribute and display the infnit Trademarks solely in connection with the marketing, Distribution, and promotion of the Hardware and Software.

2.2 Intellectual Property Ownership. infnit retains all rights, title, and interest in and to the Software, including all Intellectual Property Rights therein. Neither party will construe anything in this Agreement as granting any intellectual or other rights in the other party’s intellectual property.

2.3 Restrictions. Customer will not: (a) create or attempt to create (including but not limited to by disassembling, decompiling, otherwise reverse engineering, or otherwise learning the source code, processes, or algorithms underlying them) infnit’ software; or (b) develop any derivative works of the infnit software.

3 - CUSTOMER OBLIGATIONS

3.1 Technical Requirements. Customer will work with infnit to allow for the required placement of Hardware, to supply the required Internet to create an infnit Technologies qubitt and to provide the required electricity, all at no charge to infnit.

3.2 Promotion. Customer will allow infnit to promote and advertise infnit within Customer’s location, at no charge to infnit.

3.3 Other Software. The Customer shall not distribute or sell similar software or services that compete with infnit during the term of this Agreement.

4 - PAYMENT TERMS

infnit will pay Customer the fees set forth on Page 1. The Customer will be paid at month-end for all amounts due based on the current month’s activity (“current month’s activity” is the 15th of the previous month to the 15th of the current month). Amounts due will be calculated on revenues actually collected by infnit, per Page 1, less any amounts owing to infnit.

5 - TERM AND TERMINATION

5.1 Term. This Agreement has a term as set forth on Page 1 (the "Term"), unless terminated earlier in accordance with the terms of this Agreement.

5.2 Termination for Breach. This Agreement may be terminated by either party for cause immediately by written notice upon the occurrence of any of the following events: (i) if the other ceases to do business, or otherwise terminates its business, other than by reason of a sale of assets, merger or consolidation; (ii) if the other breaches any provision of this Agreement and fails to cure the breach during a 30 day cure period; (iii) if the other becomes insolvent or seeks protection under any bankruptcy, receivership or other comparable proceeding; (iv) if the transactions contemplated by this Agreement have become impracticable by reason of the institution of threat by state, local, or federal government authorities, including but not limited to Customer losing any applicable license(s); (v) any member of the management of Customer is convicted of a misdemeanor or felony involving dishonesty or moral turpitude whether as a result of trial or plea (including a plea of no contest); or (vi) any member of the management of Customer engages in nefarious conduct which is, in infinit' sole judgment, injurious to infinit or to the goodwill or reputation of infinit.

5.3 Termination for Convenience. After expiration of the initial term, this Agreement may be terminated by either party for convenience, upon written notice to the other party. If terminated by infinit, termination will become effective 30 days from the date of the notice. If terminated by Customer, termination will become effective upon the expiration of all of the Adspot advertisements that Customer received Share Base for.

5.4 Effect of Termination. Upon termination or expiration of this Agreement: (i) Customer must immediately cease all infinit Technologies activities; (ii) surrender all installed Hardware; (iii) infinit shall immediately pay Customer all amounts owed under this Agreement; and (iv) Sections 2.3, 2.4, 6, 7, 8, 9.3 and 9.4 of this Agreement shall survive.

6- CONFIDENTIALITY AND PUBLICITY

6.1 Confidentiality. Each party acknowledges that it will receive Confidential Information from the other party. Each party agrees not to disclose the other party's Confidential Information to any third party. Confidential Information may only be disclosed to those persons who have a need to know it to perform under this Agreement. Confidential Information includes all information disclosed or made available by one party to the other party that is identified as proprietary or confidential at the time of disclosure or that the receiving party should reasonably understand to be confidential including financial information, business and marketing plans, operations and systems, intellectual property, data, databases, information concerning sales representatives, employees, customers and vendors, or technology, discoveries, inventions, improvements, research, development, know how, designs, product specifications, software, object code, source code, prototypes, devices, hardware, technical documentation and processes. Confidential Information does not include any information that: (a) was in the public domain at the time of disclosure or became publicly available after disclosure without breach of this Agreement; (b) was lawfully received from a third party without confidentiality restrictions; (c) was known to the receiving party, its employees or agents without confidentiality restrictions before it was disclosed under this Agreement; or (d) is independently developed by the receiving party without use of or reference to the Confidential Information.

6.2 Publicity. Either party may use the name or logo of the other party in publicity, advertising or other marketing activities by providing the other party written request and receiving prior written approval.

7 - INDEMNIFICATION

Without limiting any other rights or remedies of infinit under this Agreement, Customer will indemnify and hold infinit and its officers, directors, employees, successors and assigns harmless from and against any and all claims, losses, damages, liabilities and expenses (including, without limitation, attorneys' and accountants' fees and all disbursements), as incurred, arising at any time as a result of Customer's negligence or willful misconduct, out of any breach of or failure to perform any obligation of Customer under this Agreement, or any violation of any law or duty under the law.

8 - LIMITATION OF LIABILITY

8.1 Lost Profits; Consequential Damages. Except for the indemnification obligations in section 7.0, neither party is liable to the other party or any other person for any indirect, special, punitive or consequential damages, including damages for loss of goodwill, work stoppage, hardware or software failure or malfunction, even if the party has been informed of the possibility of those damages.

8.2 Limitation Direct Damages. infinit will not be liable for direct damages in excess of the amounts paid by infinit to Customer during the six-month period immediately prior to the time that the cause of action arose.

8.3 Force Majeure. Without limiting the foregoing, neither party is liable for any failure or delay resulting from any governmental action, fire, flood, insurrection, earthquake, power failure, riot, explosion, embargo, strike whether legal or illegal, labor or material shortage, transportation interruption, work slowdown or any other condition beyond the control of the party.

9 - GENERAL

9.1 Notices. Notices hereunder may be given by U.S. mail; personal delivery at the addresses listed below, or by email provided the sender can confirm receipt of the email message by the recipient.

9.2 Entire Agreement. This Agreement contains the entire agreement of the parties and supersedes all prior agreements between the parties regarding the same subject matter. This Agreement may not be amended except by a writing signed by both parties.

9.3 Construction/Severability. The terms of this Agreement are construed in accordance with the meaning of the language used and will not be construed for or against each party by reason of the authorship of this Agreement. In the event any word, phrase, clause, sentence or other provision of this Agreement violates any applicable statute or rule of law in any particular circumstance or governing jurisdiction, the provision will be ineffective to the extent of the violation, without in any way invalidating or affecting the enforceability of the provision in any other jurisdiction or circumstance or of any other provision of this Agreement. Additionally, the provision will be deemed to be reformed by a court of competent jurisdiction and will be enforceable to the maximum extent permitted by law.

9.4 Governing Law, Jurisdiction and Venue. The laws of the state of Minnesota will govern all matters arising out of this Agreement, without regard to its conflict of laws provisions and principles, regardless of the domicile of any party. Any action arising out of or relating to this agreement, its performance, enforcement or breach will have exclusive jurisdiction and venue in a state or federal court situated within the state of Minnesota. The parties irrevocably consent and submit themselves to the personal jurisdiction of said courts for all such purposes.

9.5 Non-Waiver and Cumulation of Remedies. The failure by either party to enforce any of the provisions of this Agreement or any right or remedy available hereunder or at law or in equity will not constitute a waiver of such provision, right, remedy or affect the validity of this Agreement. The waiver of any default by either party is not deemed a continuing waiver. Except as provided herein, all remedies available to either party are cumulative and may be exercised concurrently or separately.

This agreement has an initial term of 36 months and will automatically renew for additional 36 month terms (the "Term"). Each party is signing this agreement on the date stated above the party's signature.

infini Technologies, LLC

Customer

Signature _____

Signature _____

Printed Name _____

Printed Name _____

Title _____

Title _____

Date _____

Date _____

Additional Install Address

Note(s)