

Guest Impressions, Inc.

(Advertising only)

WIFI Revenue Share Agreement

This AGREEMENT (the "Agreement") is made on the _____, day of _____, 2014, between **GUEST IMPRESSIONS, INC.** a California corporation, with its legal address at 424 Sky Mesa Rd, Alpine CA, 91901, hereinafter referred to as "**GUEST IMPRESSIONS, INC.**" and

Located at _____ ("**HOTEL**"):

A. **WHEREAS**, GUEST IMPRESSIONS, INC., is in the business of aggregating advertiser revenues from providing WIFI access with directory page advertising opportunities, and generating local search engine advertising revenues.

B. **WHEREAS**, the HOTEL has agreed to allow GUEST IMPRESSIONS, INC. to provide advertising content in conjunction with its WIFI access to its HOTEL location.

C. **WHEREAS**, GUEST IMPRESSIONS, INC. shall coordinate all advertising promotions on the HOTEL WIFI network and on local search engine advertising revenue opportunities.

1. **COSTS OF INSTALLATION:** All standard costs of programming and expenses related to the insertion of advertising content through the HOTEL WIFI access to directory page and Internet access and its appropriate electronic formats shall be borne by GUEST IMPRESSIONS, INC.

2. **WIFI ADVERTISING STANDARDS:** GUEST IMPRESSIONS, INC., in addition to the exclusive rights granted herein, shall have the right to place advertising and media on the internal guest WIFI network and access to Internet search engine advertising aggregators. HOTEL will have the right to approve any advertising that would compete with its main business, or any other agreements in place with vendors/advertisers on the site.

3. **REPORTS OF MALFUNCTIONS:** HOTEL agrees to immediately report any malfunctions at their PREMISES to GUEST IMPRESSIONS, INC.. If there are any Internet outages or technical issues directly related to electronic delivery of GUEST IMPRESSIONS, INC. services that are reported to GUEST IMPRESSIONS, INC., GUEST IMPRESSIONS, INC. will respond within 24 hours of the issue being reported to GUEST IMPRESSIONS, INC.

4. **TERM:** The term of this contract is for three years, with continuous one-year auto renewals upon expiration of the initial term. Should HOTEL have technical issues related to GUEST IMPRESSIONS, INC. services, HOTEL shall give a 30 days written notice of specific technical issues, for GUEST IMPRESSIONS, INC. to cure such technical issues, or HOTEL may cancel this contract any time after the cure period if not satisfied.

5. **REVENUE SHARING:** Each HOTEL location shall assist the GUEST IMPRESSIONS, INC. installation team with coordination to Internet access circuits, the WIFI equipment and HOTEL WIFI provider of services, to allow the

reprogramming of HOTEL directory to access GUEST IMPRESSIONS, INC. servers located off site. This access shall allow GUEST IMPRESSIONS, INC. the ability to advertising on the HOTEL WIFI directory introduction page and GUEST IMPRESSIONS, INC. Internet search engine to interface with HOTEL WIFI systems.

GUEST IMPRESSIONS, INC. agrees to the following:

- GUEST IMPRESSIONS, INC. agrees to secure and insert all national, regional and local advertisers onto the WIFI directory access page for display to HOTEL guests.
- GUEST IMPRESSIONS, INC. agrees to a revenue sharing program based on the GROSS collected WIFI generated advertising revenue. GUEST IMPRESSIONS, INC. will pay HOTEL Twenty Five percent (25%) of the gross income collected from its advertisers, paid monthly. Payments shall be made 90 days after GUEST IMPRESSIONS, INC. receives payments from all advertisers, and third part advertisers.
- To acknowledge contract between GUEST IMPRESSIONS, INC. and HOTEL WIFI provider information, and grant permission for technical assistance in dealing with HOTEL WIFI provider in the directory access programming process. Such cooperation shall allow GUEST IMPRESSIONS, INC. to run advertising on the login page, directory access page, search engine result page and business profile page and other Internet search engine access to its national, regional and local advertisers.

6. **ASSIGNMENT:** GUEST IMPRESSIONS, INC. shall if so desired, be free and clear to assign this agreement in its entirety to a responsible successor entity of its choice.

7. **Marketing and Promotion:** Customer hereby grants to GUEST IMPRESSIONS, INC. a non-transferable, non-exclusive, non-sublicense able, royalty-free, right and license to use and display those trade names, trademarks, service marks, and logos of Customer (collectively, "Customer Marks") in performance of the GUEST IMPRESSIONS, INC. Branded Services and in other promotional materials for GUEST IMPRESSIONS, INC. business and services generally, provided that Customer is clearly identified as the owner of Customer Marks.

Property Name (Please Print): _____

Number of Rooms: _____

Printed Name & Title: _____

Signature: _____ **Date:** _____

Corporation Name: _____

Address: _____

(Property)

City: _____ **State:** _____ **Zip Code:** _____

(Property)

Phone: _____ **Email:** _____

(Property)

(Contact)

Fax: _____ **Federal Tax ID number:** _____

GUEST IMPRESSIONS, INC. SIGNATURE: _____ **Date:** _____

Letter of Agency

In accordance with line item 5 titled "Revenue Sharing" in your GUEST IMPRESSIONS, INC. WiFi advertising agreement, this letter shall grant permission for GUEST IMPRESSIONS, INC., to work directly with your property Wifi Provider and shall allow the programming and installation team to redirect the hotel URL referenced below. GUEST IMPRESSIONS, INC. shall coordinate with your Wifi Provider and work on your behalf to deliver the product and service described within the contract.

Ref: "URL" for _____
(Hotel/Management Group/Property Name)

WiFi Provider _____ Technician _____

Phone Number: _____
(Technician)

Email: _____
(Technician)

Print Name: _____ Date: _____
(Property Owner)

Signature: _____ Phone Number: _____
(Property Owner) (Property Owner)