

HyperLocal is hyper effective

Every day, new hotel guests are checking in just down the road. After entering their room, they're connecting to the hotel's free Wi-Fi.

These people want a bite to eat, a place to shop or something to do.

Our mobile and digital ads engage hotel guests, informing them that your service is nearby.

Hatling Digital Media Products

mobile, public digital & private digital ad placements

HyperLocal Mobile

Show your ad to everyone connecting to the hotel's free Wi-Fi.

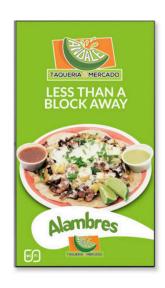


HyperLocal Private Digital (in room)

Show your ad to every guest on the TV in their room.

HyperLocal Public Digital

Display your ad on the hotel's common area digital signage.





Our digital ads engage hotel guests, informing them that your service is nearby.

Hatling Digital Media Product Benefits

Business Benefits

Customer Growth

- Reach new people who need your services.
- Right time, right place for your message.

Guaranteed Exposure

- Your ad is displayed immediately with each Wi-Fi login.
- Your ad also appears on public digital displays.

Preferred Recommendation Status

 Make your business the preferred option when guests ask hotel staff, "who do you recommend?"

With thousands of guests monthly, your marketing investment pays for itself after engagement with as little as 1%.

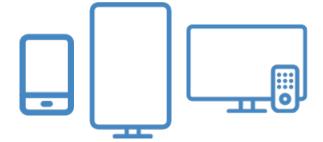


Secure your place NOW with the power of HyperLocal



Reach Customers with a Mobile & Digital HyperLocal ad.

\$2,395.00



Reach Customers with a Mobile & Digital HyperLocal ad.

\$3,595.00

Our digital ads engage hotel guests, informing them that your service is nearby.



	Sales Representative:			Date:Business Phone:	
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ONTA	Contact Name:			Cell Phone:	
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This Advertising Agreement ("Agreement") between Hatling Digital Media, LLC, a Minnesota Limited Liability Company ("HDM"), and the party listed on page one (the "Advertiser"), is effective on the date of the last signature hereto. The parties agree as follows:

1.0 - Payment Terms

The terms and obligations of page 1 are incorporated herein by reference. All amounts owed by Advertiser must be paid to HDM promptly when due via credit card. Should any default in payment occur by the Advertiser, HDM may, at its option, declare any balance owing, plus any legal and collection fees incurred, for the full unexpired term to become immediately due and payable. Additionally, HDM has the option of removing any display ads and re-selling the spaces and retaining any income therefrom and it in no way affects or reduces Advertiser's liability.

2.0 – Services and Approval

- 2.1 Services. HDM agrees to place digital media on behalf of Advertiser as agreed upon on page one and as subsequently agreed upon by the parties via written plans and insertion order (page one)
- 2.2 Approval. HDM reserves the right to reject, in its sole discretion at any time, any copy, pictorial, or otherwise, which is offensive to the moral standards of the community, or which is false, misleading, deceptive, or which is in violation of existing laws, or which, in the sole discretion of HDM, in any way reflects negatively on the character, integrity, or standing of any individual, firm, or corporation.

3.0 - Term and Termination

- 3.1 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.
- 3.2 If this contract is signed by an advertising agency, the term "Advertiser" as used herein shall include both the actual Advertiser and the advertising agency where applicable and all obligations of the Advertiser shall be joint and several obligations of both the actual Advertiser and the advertising agency. The actual Advertiser acknowledges that payment made to its advertising agency are not considered payments under this contract until received by HDM.
- 3.3 This Agreement is subject to approval by HDM. This Agreement the rights of the parties hereto shall be construed in accordance with and governed by the internal laws of the State of Minnesota without regard to conflicts of laws principles. Normal rules of jurisdiction in the State of Minnesota will apply.
- 3.2 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 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, except with respect to Advertiser's failure to pay amounts when due which may be deemed an uncurable event by HDM under Section 1.0 above; (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 Advertiser losing any applicable license(s); (v) any member of the management of Advertiser 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 Advertiser engages in nefarious conduct which is, in HDM's sole judgement, injurious to HDM or to the goodwill or reputation of HDM.



4.0 - Additional Terms for Maintenance

- 4.1 Vendors/Blueport Network. The network that all digital products run on, is managed by the hotel's network provider, Blueport. HDM shall use commercially reasonable efforts to guard against any loss to Advertiser through failure of media or suppliers, including without limitation Blueport, to properly execute their commitments. However, HDM shall not be held responsible for any such failure on the part of any media or supplier to the extent such failure is not attributable to HDM's action or inaction. In the event of such failure, HDM's only obligation is to make a good faith effort to negotiate with the media vendors or suppliers to obtain an appropriate make-good. HDM does not guarantee any level of success associated with the performance of Advertiser media.
- 4.2 Cancellations: Advertiser will have the right to modify, cancel or stop any specific advertising executions, and HDM will take commercially reasonable steps to carry out such instructions, provided Advertiser is still responsible for payment during the Term, will assume liability for any non-cancelable commitments made in accordance with this Agreement, and will reimburse HDM for direct, out of pocket costs and expense losses sustained by HDM in the course of canceling such previously authorized materials.
- 4.3 Maintenance. The general maintenance of the Advertiser's digital ads is covered in the placement fees. Emergency changes are generally completed the same day, by midnight Central Time. HDM strives to have any general content and html code done to the site within three (3) business days. Other changes, such as third-party programs within the site, global design re-hauls, and custom coding, is reviewed and given an estimation on when the change will be completed.
- 4.4 Design and Content. All content and design elements that are used in creation of Advertiser's ad are the property of the Advertiser. Should the Advertiser request changes to any digital ads running, design and production fees will be required. Advertisers may request design files from HDM for other marketing uses.

5.0 – Terms and Conditions Specific to Digital

Approved artwork must be supplied to HDM three (3) days in advance of the run schedule. Failure to do so shall not affect or alter the display period and the Advertiser shall remain obligated for payment to HDM for the contract term. If HDM is requested by the advertiser to furnish such designs, design content shall be submitted by HDM to the Advertiser and the advertiser shall approve such content or provide HDM with substitute designs within three (3) days after submission by HDM to the Advertiser.

6.0 – Indemnification and Liability Limitations

- 6.1 Indemnification. Advertiser will, at its expense, (a) defend or settle any claim, suit or proceeding that is instituted by a third party against HDM, Blueport and their shareholders, officers, directors, and employees, to the extent such claim, suit or proceeding directly arises out of any claim based on Advertiser's violation of the terms herein or any representations, promises or other statements made in advertising regarding the products and services of Advertiser, and (b) pay all damages incurred by HDM in connection with such claim, suit or proceeding.
- 6.2 Liability Limitation. Except for indemnification obligations herein, in no event shall either party be liable to the other party or any third party for any incidental, indirect, special or consequential damages arising out of, or in connection with this Agreement, whether or not such party was advised of the possibility of such damage.

Without limiting any other rights or remedies of Infinit Technologies under this Agreement, Customer will indemnify and hold Infinit



WHEREFORE, the Parties hereto have read all the preceding, understand the same and agree to all of the provisions contained herein.

Signature:	Signature:
Title:	Title:
Date:	Date: