



E-GUIDE SERVICES, INC.

CONFIDENTIAL

Hotel Revenue Share Agreement

This Agreement ("Agreement") is entered into by and between:

Company Name: _____

Property Management Group (if applicable): _____

Property Name: _____

Address: _____

City: _____ State: _____ ZIP: _____

Hereinafter referred to as "**Hotel**", and **E-Guide Services, Inc.**, a Texas Corporation, with offices located at 1901 North State Hwy. 360, Third Floor, Grand Prairie, TX 75050-1412, hereinafter referred to as "**EGS**". The Hotel and EGS are herein referred to as the "Parties" or "Party".

WHEREAS, EGS provides a custom television channel that displays a television guide featuring local and national programming plus television broadcast quality advertising, and other features ("EGS Custom Channel") being configured by EGS for installation at each Property based upon site specific characteristics; and

WHEREAS, HOTEL desires for EGS to install equipment necessary for the EGS Custom Channel to be integrated into the Hotel's television system on its property ("Property"); and

NOW THEREFORE, in consideration of the mutual agreements and covenants contained herein, and for other good and valuable consideration the receipt of which is hereby acknowledged, the Parties do hereby agree as follows:

1. Engagement

- a. EGS, at its own expense, shall install at the Property the equipment necessary for delivery of EGS's Custom Channel in the Property ("Equipment"), and during installation will integrate the Equipment into the Hotel's CATV or L Band system ("Hotel System") at EGS's discretion. EGS agrees not to integrate any Equipment into Hotel's system that has an adverse effect upon the Hotel System. All installation and other work to be performed by EGS hereunder will be done in such a manner so as not to materially interfere with, delay, or impose any additional expense upon Hotel in maintaining the Property.
- b. HOTEL grants EGS a license and easement during the term of this Agreement for the right of use, and access to, the space in Hotel's Property for placement of the Equipment and those areas of the Property necessary to install, inspect, maintain and operate the Equipment. HOTEL intends only to confer a license or easement for EGS to perform its obligations under this Agreement and does not confer any permanent or perpetual access right or easement to the Property but such license or easement shall terminate upon the expiration or termination of this Agreement.
- c. HOTEL agrees to permit EGS access to the roof of the Property ("Roof") and grants EGS a license or easement during the term of this Agreement to use the Roof in connection with the installation and maintenance of signal transmitting/receiving or relaying device(s) ("Device(s)"), provided that EGS or its designated installer installs the Device at EGS's own expense and complies with all applicable laws, ordinances, rules, and regulations. Such Device(s) will be situated so that it or they, if more than one, will not interfere with any existing signal equipment also situated on the Roof.

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- d. HOTEL shall notify EGS at any time HOTEL becomes aware that the EGS Custom Channel is not functioning properly by calling the EGS's toll free phone number, which will be provided upon installation. Such calls shall be made as soon as possible after a problem occurs.
- e. HOTEL grants EGS the right to use the Property logo(s), name, likeness, images and or trademarks to be displayed on the EGS Custom Channel and/or marketing materials.

2. Compensation, Revenue Participation, Termination, Transferability.

- a. During an initial term of seven (7) years ("Term") HOTEL shall receive the following Per Room Per Month Compensation ("Compensation") for the term of the Agreement:
 - (i) Seven (7) years @ \$1.00/room/month _____ (initials)
 - (ii) Number of Rooms: _____ and _____ (Initials)
- b. Compensation shall be derived solely from revenue collected from the sale of advertising aired on the EGS Custom Channel at the Property listed above, and will be paid quarterly in arrears on the 10th day of the month immediately following each fiscal quarter by US Mail to the address listed above.
- c. In addition to the Compensation described in (a) above, for each calendar year during the Term of this Agreement that the EGS Equipment is installed and delivering the EGS Custom Channel as of September 15 of such calendar years, Hotel shall qualify for participation in the EGS Advertising Revenue Participation Program as follows:
 - (i) EGS will pay Two Percent (2%) of Annual Collected Advertising Revenue from the EGS Custom Channel to an account to be distributed in an equal amount per room among all properties qualified to participate in the EGS Revenue Participation program based on the number of rooms at each Property. (Example: 2% x \$10,000,000 in Annual Collected Advertising Revenue = \$200,000 to be divided by 50,000 rooms = \$4 per room)
 - (ii) EGS Advertising Revenue Participation Payment will be made on or about December 15 of each calendar year.
- d. Compensation shall begin to accumulate once the EGS equipment installation is completed, the EGS Custom Channel service is activated, and the EGS Property Installation Acceptance form is submitted to EGS.
- e. HOTEL may terminate this Agreement at any time with one hundred and eighty (180) days written notice to EGS subject to the following conditions:
 - (i) During the first twenty-four (24) months there will be a penalty for early termination as described in subparagraph (ii) below.
 - (ii) Penalty for early termination will be: Number of rooms times remaining months pro-rated over a period of twenty-four (24) months times \$1.00 per room. (i.e., 100 rooms x twelve (12) remaining months) x \$1.00 = \$1,200.00).
 - (iii) Upon termination of this Agreement and/or expiration of the term of this Agreement, Hotel agrees to allow EGS access to Property for removal of its equipment during normal business hours within thirty (30) days of termination.
 - (iv) EGS agrees to remove the Equipment at EGS's expense.
 - (v) In the event of early termination, any and all payment(s) due to Property based on the Per Room Per Month Compensation will be paid within twenty-one (21) days following removal of EGS Equipment by EGS. Hotel's failure to allow the return of EGS Equipment will forfeit any and all payments which includes the EGS Advertising Revenue Participation Program.
 - (vi) Hotel shall assign responsibility for the day-to-day operations of the EGS system to a member of its engineering staff ("Hotel Personnel").
- f. This Agreement shall be automatically renewed for additional one (1) year term(s) unless no later than ninety (90) days prior to the expiration of the term then in effect, either party notifies the other, in writing, of its election not to renew the Agreement at the end of the term then in effect.
- g. EGS reserves the right to terminate this Agreement at any time upon sixty (60) days written notice to Hotel.
- h. Either party may terminate this Agreement (a) if the other Party breaches any material provision of this Agreement and does not cure such breach (provided that such breach is capable of cure) within thirty (30)

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days after being provided with written notice thereof; or (b) If a breach is not capable of cure, termination may be immediate upon written notice; or (c) immediately in the event the other Party becomes insolvent, makes an assignment for the benefit of creditors, is unable to pay debts as they mature, files or has filed against it a petition in any court setting forth or alleging any of the foregoing, or has a trustee, receiver, or officer of the court appointed to control or supervise all or any substantial part of its assets or businesses.

- i. The terms of this Agreement run with the Property; however, this Agreement may not be transferred or assigned by Hotel to another owner or operator without EGS's prior written consent.
- j. Notwithstanding the provisions of subparagraph (h) above, this Agreement may be assigned by either Party to any parent company, subsidiary, or other entity under common control, upon written notice to the other Party.
- k. Upon termination, EGS shall remove the Equipment at EGS's expense and agrees to return the Property in the same condition as when the Equipment was first installed, normal wear and tear excepted.
- l. HOTEL hereby grants to EGS during the term of this Agreement (including any extensions hereof) the exclusive right and privilege to supply EGS Custom Channel guide services to the Property.

3. Ownership, Utilities

EGS's Equipment and the EGS Custom Channel programming shall remain the exclusive property of EGS. Should the Equipment be damaged or stolen, EGS shall replace the Equipment or any portion thereof at EGS's sole expense. HOTEL agrees at its expense to provide space in the Property's existing telecommunications room plus dedicated electrical power outlet (110 Volt), commercially reasonable high-speed internet access, heating, ventilation, air conditioning and electricity. HOTEL will keep the Equipment secure and safe from hazards.

4. Ad Content

EGS represents and warrants that all ad content appearing on the Custom Channel (i) does not violate any laws regarding unfair competition, anti-discrimination or false advertising; and, (ii) does not contain, suggest or refer in any manner to anything that is defamatory, lewd, obscene, libelous, offensive or inappropriate or facilitates the commission of any immoral act.

5. Confidentiality

Each Party agrees that: (a) it will not disclose to any third party or use for any purpose other than fulfilling the purpose and intent of this Agreement any confidential or proprietary information disclosed to it by the other Party (collectively, "Confidential Information") which such Party has reason to know or believe is intended by the disclosing party to remain confidential; and (b) it will take all commercially reasonable measures to maintain the confidentiality of all Confidential Information of the other Party in its possession or control, which in no event shall be less than the measures it uses to maintain the confidentiality of its own information of similar importance.

6. Independent Contractor

In performing the services under this Agreement, EGS is doing so as an independent contractor. This Agreement does not constitute and shall not be construed as creating a partnership or joint venture between the Parties. Neither party shall have the right to obligate or bind the other party in any manner whatsoever.

7. Installation of the E-GuideTV Product

During the installation period, Hotel shall provide complimentary guest room(s), if necessary, to EGS for installation personnel and equipment storage at Property.

8. Insurance

- (a) EGS, and at EGS's own cost and expense, shall obtain and maintain, in full force and effect during this license, the following insurance:
 - (i) Workers' Compensation Insurance with statutory limits of coverage;
 - (ii) Employer's liability insurance with a minimum limit of \$1,000,000 for each occurrence;
 - (iii) Commercial general liability insurance (with independent contractor's coverage and coverage for operations, liability assumed under contract, libel, slander, defamation, false arrest, detention or imprisonment, malicious prosecution, wrongful entry or eviction, invasion of privacy, and any claim for loss of property caused by a dishonest or fraudulent act of an employee of Licensee). The limits shall be not less than \$2,000,000 for personal and bodily injury per occurrence, and \$500,000 for property damage;

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(iv) Comprehensive automobile liability insurance covering the use and maintenance of owned, not-owned, hired and rented vehicles with limits of not less than \$1,000,000 for personal and bodily injury per occurrence, and \$100,000 for property damage;

(b) Hotel, its subsidiaries, parents, and affiliates shall be named as an additional insured on the EGS's policy or policies for coverages (iii) and (iv) above.

9. Indemnification

Each party agrees to indemnify, defend and hold harmless the other Party, its parent, affiliates, subsidiaries, officers, directors, shareholders and employees from and against all claims, damages, liabilities, actions, costs and expenses (including attorneys' fees) arising out of this Agreement or any actions or inactions caused by the indemnifying party in connection with this Agreement unless caused by the negligence, willful misconduct, fraud or breach of this Agreement by the indemnified party.

10. Force Majeure

In the event that any Party to this Agreement cannot perform its obligations hereunder because of any event beyond its control, then the Party so affected shall, while so affected, be relieved to the extent it cannot perform its obligations. The affected Party shall, however, take all reasonable measures to remove the disability and to resume full performance at the earliest possible date. If any Party cannot perform its obligations in part or in full as a result of an occurrence set forth in this section, it shall give prompt notice in writing to the other Party. The notice shall state the nature of the occurrence, the steps being taken and intended to be taken to remove the disability, and an estimate of the date when full performance will resume.

11. Severability

If any provision of this Agreement or the application of any provision hereof is held invalid, the remainder of this Agreement and the application of such provision shall not be affected unless the provision held invalid shall substantially impair the benefits of the remaining portions of this Agreement.

12. Compliance with Laws

Each party will comply with all applicable federal, state and local laws, ordinances, regulations and codes applicable to the operation of its business.

13. Notices.

All notices required by this Agreement or given in connection with it, shall be in writing and shall be given to the appropriate Party by certified mail, postage prepaid, or recognized overnight delivery services at the address above.

14. Governing Law.

This Agreement shall be construed and enforced in accordance with the laws of Texas without regard to its conflicts of laws provisions. In the event of a dispute, and prior to filing any litigation, the parties agree to escalate discussions to at least a C.E.O. or Owner level in each company and to discuss in good faith the possible utilization of alternative dispute resolution procedures, including, but not limited to, non-binding mediation.

15. Terrorism Risks Exclusion

The Parties agree that this Agreement does not provide for, and neither Party shall be liable for, losses caused by acts of terrorism, riot, civil insurrection, or acts of war.

16. Entire Agreement.

The Parties have read this Agreement and agree to be bound by its terms, and further agree that it constitutes the complete and entire agreement of the Parties and supersedes all previous communications, oral or written, and all other communications between them relating to the subject hereof. No representations or statements of any kind made by either Party, which are not expressly stated herein, shall be binding on such Party. No amendment or modification of this Agreement shall be valid or binding upon the Parties unless in writing and signed by both Parties hereto.

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IN WITNESS WHEREOF, this AGREEMENT has been duly executed by the Parties and shall be effective as of and on the Effective Date set forth below. Each of the undersigned Parties hereby represents and warrants that it (i) has the requisite power and authority to enter into and carry out the terms and conditions of this Agreement, as well as all transactions contemplated hereunder; and, (ii) it is duly authorized and empowered to execute and deliver this Agreement.

Hotel: _____

Signature _____ Position _____

Name (Print) _____ Date _____

Telephone _____ E-mail: _____

Authorized DEALER: _____ **Rep Number:** _____

Signature _____ Position _____

Name (Print) _____ Date _____

Telephone _____ E-mail: _____

E-Guide Services, Inc. - Account Representative:

Name: _____ Date: _____

E-Guide Services, Inc.

1901 N. State Hwy. 360, Third Floor
Grand Prairie, TX 75050-1412

Signature: _____

Name: Christopher S. Stark Sr.
Position: President/C.E.O.

Date: _____

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