

NIIO DIGITAL ART PURCHASE ORDER FOR ALOFT

To: **Niio Inc**

Dear Sirs,

Please supply the products, subject to this purchase order ("**Order**").

Customer Name:			
Customer Address:			
Customer Representative:			
Email Address:			
The Products:	<ol style="list-style-type: none"> 1. Niio Plug & Play Art Console Commercial grade player. 2. Niio Commercial Software License. 3. Self-Installation guide book. 4. Remote Configuration on Aloft Hotel's 'Niio Network' for the playback of brand approved Digital Art. 		
Term:	Three years, with successive one-year renewal period(s) upon mutual agreement by Customer and Niio.		
Package:	Premium		
One Time Setup Fee:	USD 1,700		
Monthly Subscription Fee:	USD 79		
Delivery:	4 weeks from acceptance of the Order		
Payment Terms:	<p>Set Up Fee and Initial 12 month Subscription Fee (total \$USD 2,648) to be paid to the Bank Account detailed below within three days of submission of Order.</p> <p>Thereafter, Subscription Fee to be paid annually in advance of each year of the Term.</p>		
Bank Account Details:	Niio Inc.		
	Swift:	SVBKUS6S	Branch: 3003 Tasman Dr., Santa Clara, CA 95054 USA
	ROUTING:	121140399	Account: 3302456856
	Bank:	Silicon Valley Bank	Bank Tel: (408) 654-7400
Mailing Address (Including Checks):	5960 South Land Park Dr Suite 605 Sacramento, CA 95822		

This Order is subject to, and Customer agrees to be bound by, the Framework Supply Agreement executed between Marriott International, Inc. and Niiio Inc. (the “**Framework Agreement**”), the Service Level Agreement, attached hereto as **Exhibit A**, and Niiio’s Standard Terms and Conditions available at <https://www.niiio.com/terms>.

For New Build properties which are required to purchase the Premium Package, the Display Hardware purchased by Customer from Marriott-approved suppliers must meet or exceed the minimum performance requirements provided to Customer and Marriott International Inc. by Niiio. Customer should follow directions given to them from Marriott International Inc. to ensure that pre-approved Display Hardware is purchased in all but extenuating circumstances. In the event that the Customer purchases Display Hardware that is not already pre-approved by Niiio, Niiio will need to review and approve the Display Hardware prior to the submission of the Order. If the Display Hardware is not approved by Niiio, Niiio shall not be required to fulfill the Order for Customer.

Upon payment of the Fees by Customer, the Order may not be amended, cancelled, refunded or exchanged unless defective under the terms of the SLA. Upon receipt of confirmation of the payment of the Fees, Niiio shall deliver the Products ordered under the Order to the Customer, in addition to remote installation instructions.

Niiio shall provide support to the Products in accordance with the Service Level Agreement attached hereto as **Exhibit A**. Niiio is not obliged to support any Display Hardware purchased by Customer.

Customer acknowledges Niiio’s exclusive right, title and interest in any and all intellectual property, including without limitation patents, patent applications, utility patents, petty patents, design patents, letter patents, copyrights, designs, the Niiio trademark and any other registered and non-registered trademarks, service marks, mask works, inventions (whether or not patentable), trade secrets, formulas, processes, procedures, designs, preparation methods, technical information, technology, know-how, including all improvements, derivatives, modifications and discoveries thereof and goodwill associated therewith, whether registered or not, now existing or subsisting or hereafter developed, and internet domain names in the Products and the Content (collectively, the “**Intellectual Property**”).

All rights to the Products, and all of Niiio’s rights to the Content shall remain and vest at all times solely with Niiio, and Customer shall have no access to or rights to the Products and the source code of any of the Products, nor any rights to the Content. Customer agrees that it will not claim or assert title to the Products or the Content or attempt to transfer any title to third parties. Under no circumstances may Customer, directly or indirectly, copy, design or manufacture, or assist others in copying, designing or manufacturing, the Product or the Content, nor reverse-engineer, disassemble or decompile, in whole or in part, any Product.

Customer must promptly notify Niiio in writing of any and all infringement by Customer of the Intellectual Property regarding the Products or the Content, and shall reasonably assist Niiio at its cost in any action deemed necessary by Niiio to protect such Intellectual Property due to any infringement by Customer.

This Order shall be effective as of the date set forth above and shall remain in force for a period of three years, with successive one-year renewal period(s) upon mutual agreement by Customer and Niiio (the “Term”).

If either party is in default of any provision of this Order, and such default is not corrected within 30 days after receipt of written notice specifying the default, this Order may be terminated immediately thereafter by the non-defaulting party. Nothing contained herein shall be construed to limit or waive any rights or remedies available to the parties hereunder, or under applicable law by reason of any such failure or breach.

Either party may terminate this Order immediately in the event that the other party should become insolvent, or upon the filing by or against the other party of a petition in bankruptcy or reorganization, or the appointment of a liquidator or receiver and if such petition is not discharged nor such liquidator or receiver withdrawn within 45 days, or upon assignment for the benefit of creditors of such Party, or such similar action.

Prior to submission of this Order, I, the Customer, acknowledges that in the event that the Display Hardware is not approved by Niiio, Niiio shall not be required to fulfill the Order.

Signed By: CUSTOMER Date:	Approved By: NIIIO Inc Date:
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Exhibit A

SERVICE LEVEL AGREEMENT (SLA)

1. Definitions

1.1. The following terms shall have the meanings given below. Capitalized terms used herein but not specifically defined herein shall have the meanings attributed to such terms in the Agreement.

1.1.1. “**Agreement**” shall mean the Framework Supply Agreement by and between Nio Inc. and Marriott;

1.1.2. “**Art Console**” shall mean the plug and play media box via which the Content is stored and streamed to the Display Hardware;

1.1.3. “**Business Day**” means any weekday other than a public holiday in the US;

1.1.4. “**Business Hours**” means the hours of 09:00 to 17:00 (EST) on a Business Day;

1.1.5. “**Contracting Hotel**” shall mean Marriott Hotels, specifically its Aloft brand property owners;

1.1.6. “**Display Hardware**” shall mean the physical screen or projection device onto which the Content is projected;

1.1.7. “**Infrastructure Malfunctions**” malfunctions or connectivity issues of the internet or electricity supply of the Contracting Hotel;

1.1.8. “**Marriott**” means Marriott Hotels;

1.1.9. “**SLA**” means this Service Level Agreement;

1.1.10. “**Supplier**” shall mean Nio Inc;

1.1.11. “**Technical Support Services**” means the services to be provided under this SLA.

2. Nio Service Commitment

2.1. Subject to payment by the Contracting Hotel of the subscription fees set forth in its respective Purchase Order, the Supplier shall provide an uninterrupted Content streaming Service to the Contracting Hotel, 24 hours per day, 365 days per year, in accordance to the terms of the Agreement and the Purchase Order.

3. Supply of Technical Support Services

3.1. The Supplier undertakes to provide the Technical Support Services to the Contracting Hotel, in accordance with applicable professional and industry standards throughout the term of the Agreement.

3.2. This SLA sets forth the Minimum Service Level (as defined below) provided by the Company, and the Technical Support Services provided by the Company in any event where the service provided deviates from the Minimum Service Level.

3.3. The Technical Support Services to be provided under this SLA shall be provided to the Contracting Hotel free of charge, and the Supplier shall not be entitled to reimbursement of such expenses.

3.4. Notwithstanding Section 3.3, in the unlikely event that an onsite visit is required to resolve and service issues, the Supplier reserves the right to charge the Contracting Hotel.

4. The Contracting Hotel

4.1. This SLA shall complement and shall be attached to the Purchase Order to be entered into by the Company and the Contracting Hotel.

4.2. This SLA shall be subject to the general terms and conditions of the Agreement and the Nio Standard Terms and Conditions (<https://www.nio.com/terms>) (“**Nio’s Terms and Conditions**”).

5. Availability of the Service

5.1. The Supplier undertakes to the Contracting Hotel that there shall be a minimum of 99.5% uptime over a calendar year (i.e. a maximum downtime equivalent to 43 hours and 48 minutes per calendar year) (the “**Minimum Service Level**”).

5.2. Notwithstanding the foregoing, the Contracting Hotel acknowledges and agrees that scheduled interruptions for maintenance work, planned downtime and upgrades, shall not be counted towards the Minimum Service Level. Furthermore, the Contracting Hotel acknowledges and agrees that any interruptions attributable to Infrastructure Malfunctions shall also be exempt and shall not count towards the Minimum Service Level.

5.3. Notwithstanding anything to the contrary herein, in the event that the service is provided through any third party internet connection or platform, such as Amazon S3 (a “**Third Party Platform**”), any downtime attributable to such Third Party Platform shall not be counted towards the Minimum Service Level.

6. Help Desk and Service Hours

6.1. The Supplier shall provide a customer service help desk (the “**Help Desk**”), which shall be available to receive and process any support and service calls. The service help desk shall be available to the Contracting Hotel during Business Hours.

6.2. The Help Desk may be contacted via phone (+1 800 601 7820) and / or email (marriott.support@nio.com)

6.3. Calls and emails outside of the Business Hours will be received with an automated response and will be dealt with by the Help Desk during the Business Hours.

7. Support and Response Times

7.1. In the event that the Content is not displayed properly for reasons not connected to Infrastructure Malfunctions or Display Hardware malfunctions, or improper installation of the Art Console, the following Technical Support Services and reaction times shall apply:

Event	Reaction Time (During Business hours)
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Content is being displayed however with resolution or color problems	Within 8 hours of reporting
Content is being displayed however with interruptions where screen is black	Within 6 hours of reporting
Content is not being displayed and the screen is black	Within 4 hour of reporting

7.2 The Supplier shall also provide the Contracting Hotel a list of FAQ's providing solutions to the main support questions.

7.3 In any event that the problem raised by the Contracting Hotel is in connection with the Art Console, during the Art Console's warranty period (as set forth in the Purchase Order) and cannot be resolved via remote support, the Supplier shall send the Contracting Hotel a replacement Art Console within 1 Business Day at the expense of the Supplier. The Contracting Hotel shall either (i) return to the Supplier any defective Art Console's or (ii) discard the defective Art Console, all in accordance with the instructions of the Supplier.

8. Responsibilities of Contracting Hotel

8.1. Notwithstanding anything to the contrary herein, the Minimum Service Level shall be conditioned upon the Contracting Hotel's correct installation and operation of the Art Console.

8.2. he Contracting Hotel acknowledges that the Art Console shall only be used by the Contracting Hotel in accordance with the Agreement, the Niiio Terms and Conditions, and the Purchase Order, and any use contrary to the provisions therein shall make nullify and make void this SLA.

8.3. The Contracting Party shall be solely and fully responsible for the correct operation, maintenance, and support and mounting of the Display Hardware, internet and electricity connectivity, cables, and maintenance of a safe environment of operation for the Display Hardware and Art Console. The Contracting Party shall also ensure that the Art Console and Display Hardware shall be kept in clean surroundings and within the standard operating temperature range.

9. Updating of SLA

9.1. This SLA can be updated and revised, from time to time, upon agreement by the Supplier and Marriott.