

**NIO DIGITAL ART
PURCHASE ORDER**

To: Claydo Lab Ltd. (“Nio”)

Dear Sirs,

Please supply the products, subject to this purchase order (“Order”).

Customer Name:	(the “Customer”)		
Customer Address:			
Email Address:		Customer Representative:	
The Products:	1. Nio Plug & Play Art Console Commercial grade player. 2. Nio Commercial Software License. 3. Self-Installation guide. 4. Remote Configuration on Aloft Hotel’s ‘Nio 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 Nio		
Package:	Premium		
One Time Setup Fee:	USD 2,500		
Monthly Subscription Fee:	USD 119		
Delivery:	2 weeks from acceptance of the Order		
Payment Terms:	Set Up Fee and Initial 12 month Subscription Fee to be paid to the Bank Account detailed below within three days of submission of Order. Thereafter, Subscription Fee to be paid annually in advance of each year of the Term.		
Bank Account Details:	Claydo Lab Ltd.		
	Swift:		Branch:
	IBAN:		Account:
	Bank:		Bank Tel:

This Order is subject to the Framework Supply Agreement executed between Marriott International, Inc. and Claydo Lab Ltd (the “**Framework Agreement**”), the Service Level Agreement, attached hereto as **Exhibit A**, and Nio’s Standard Terms and Conditions available at <https://www.nio.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 Nio. 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 Nio, Nio will need to review and approve the Display Hardware prior to the submission of the

Order. If the Display Hardware is not approved by Niio, Niio 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, Niio shall deliver the Products ordered under the Order to the Customer, in addition to remote installation instructions.

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

Customer acknowledges Niio'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 Niio 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 Niio's rights to the Content shall remain and vest at all times solely with Niio, 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 Niio in writing of any and all infringement by Customer of the Intellectual Property regarding the Products or the Content, and shall reasonably assist Niio at its cost in any action deemed necessary by Niio 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 two years, and shall renew for successive periods of 12 months thereafter upon mutual agreement by the Parties (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'S NAME] Date:	Approved By: Claydo Lab Ltd. Date:
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