

STAYVIEW™ STANDARD TERMS AND CONDITIONS FOR SERVICES

The following terms and conditions (collectively, the “**Service Terms**”) apply only to the specific STAYVIEW System (defined below) products, features and services (collectively, the “**Services**”) which Company has explicitly selected and purchased, subscribed to or licenced from SONIFI Solutions (Canada), Inc. (“**SONIFI**”) pursuant to a binding SONIFI STAYVIEW™ Agreement by and between Company and SONIFI, including without limitation all terms and conditions, exhibits, schedules, addenda and appendices attached thereto or incorporated therein (collectively, the “**Agreement**”). These Service Terms are incorporated into Company’s Agreement with SONIFI. In the event of a conflict between these Service Terms and the body of the Agreement, the Service Terms shall prevail in all instances, but only to the extent of such conflict. Capitalized terms used but not defined herein shall have the meanings set forth in the body of the Agreement (or in attachments, exhibits, appendices, schedules, addenda or documents incorporated therein), and if not defined therein, words shall be given the meaning accorded them in applicable laws and regulations, and if not defined therein, words shall be given their common and ordinary meaning.

Section 1. Universal Service Terms (Applicable to All SONIFI Services).

1.1 **Payment of Fees.** Company shall pay SONIFI the one-time fees and recurring fees identified on the Products & Fee Schedule set forth in the Agreement as follows: (i) all one-time fees and charges, plus all applicable taxes, surcharges and fees thereon, shall be paid to SONIFI within thirty (30) days of the date of invoice; (ii) recurring monthly fees, plus all applicable taxes and fees thereon, shall be paid on a monthly basis (in advance) on the first day of each calendar month, pro-rated for the first month, if applicable, commencing on the Commencement Date; and (iii) all other fees and charges not otherwise specified above shall be due and payable within thirty (30) days from the date of invoice. Notwithstanding the foregoing, payment of each installment of the Purchase Price (defined below) for the Equipment set forth in an agreement with an entity and upon terms approved by SONIFI, in its sole discretion, with which Company enters into a financing arrangement (the “**Approved Third-Party Financing Company**”), is due in accordance with the terms of such agreement. All payments are subject to applicable taxes, shipping and freight costs. Late payments shall accrue interest until paid at the lower of 1.5% per month or the highest lawful rate. Recurring charges and fees may include discounts, credits, incentives, rebates and/or other adjustments. SONIFI reserves the right to modify or adjust such recurring fees and charges at the end of the Initial Term and as otherwise required or permitted by the Agreement, by SONIFI’s contracts with third-party service, programming and content providers, and by applicable laws, regulations, terms and conditions. For purposes of the Agreement, “**Purchase Price**” shall mean the total price Company pays to SONIFI and/or, if applicable, an Approved Third-Party Financing Company, for the Equipment and installation, configuration, set-up and activation of the Equipment, including all applicable and related fees, costs, surcharges, taxes and interest, as specifically described in the Products & Fee Schedule set forth in the Agreement and/or in any Approved Third-Party Financing Company agreement. The Purchase Price also includes the provision of the following basic Services, which are defined in Section 8 of these Service Terms: Welcome Channel; Interactive Channel List; Main Menu Capability; STAYConnect® Mobile App; and Multilingual Support.

1.2 **Equipment Purchase and Ownership.** Company shall purchase from SONIFI, or if applicable, the Approved Third-Party Financing Company, for the Purchase Price set forth in the Products & Fee Schedule in the Agreement: (a) the equipment, including the system platform, and any additional equipment that will be provided or installed by SONIFI during the Term, that delivers applicable Services delineated in the Agreement and described or defined in these Service Terms, and any subsequent functions or channels, regardless of whether they are provided under the Agreement (including these Service Terms) or under a separate agreement, addendum, exhibit, schedule, appendix or amendment (collectively, the “**Equipment**” or the “**STAYVIEW System**”); and (b) the installation and set-up services necessary to install and activate the Equipment at the Premises as described in the SONIFI STAYVIEW™ Statement of Work (“**SOW**”) located at www.sonifi.com/sow_canada and in any additional exhibits, amendments, schedules, appendices or addenda to the Agreement. Company shall timely perform all of its obligations under the Agreement and any subsequent amendment, addendum, statement of work, exhibit, schedule, appendix or purchase order, including but not limited to completing all necessary paperwork in a timely manner. Company shall be solely responsible for any delay it, its employees or its contractors cause to the installation, configuration and set-up of the STAYVIEW System at the Premises, and shall pay all reasonable costs and fees incurred or charged by SONIFI as a result of any such delay, including without limitation all applicable fees and charges set forth on SONIFI’s then current Rate Card, available upon request to SONIFI or as made available at

www.sonifi.com. Notwithstanding anything to the contrary in the Agreement, including these Service Terms, SONIFI shall not be liable to Company, the Premises or their respective owners, shareholders, members, partners, officers, employees, contractors or agents for any inability to perform under the Agreement or these Service Terms caused by Company, the Premises or their respective officers, employees, contractors or agents. For purposes of clarity, Equipment does not include any Internet router, Internet access points and associated hardware, cabling and software or any over-the-top network controller (currently referred to as a “SoniCast™ Network Controller”), over-the-top digital media players, Ethernet adaptors and related cabling and enclosures.

1.2.1 In the event Company elects to utilize an Approved Third-Party Financing Company, Company understands the Approved Third-Party Financing Company will purchase the Equipment directly from SONIFI, and Company will then purchase the Equipment from the Approved Third-Party Financing Company. Company also agrees that SONIFI will invoice the Approved Third-Party Financing Company for the financed amount specified in the applicable financing agreement between Company and Approved Third-Party Financing Company, unless specifically notified otherwise by Company or the Approved Third-Party Financing Company. Notwithstanding the foregoing, Company agrees that invoicing the Approved Third-Party Financing Company for the Equipment in no way binds or obligates SONIFI to any Company obligations or Company liabilities to the Approved Third-Party Financing Company. Additionally, in the event the Approved Third-Party Financing Company does not timely and fully pay SONIFI for the Equipment, Company agrees it is responsible for payment and SONIFI will invoice Company and Company shall remit all amounts due to SONIFI within thirty (30) days of receipt of an invoice.

1.2.2 If before the Effective Date there is pre-existing equipment owned by SONIFI installed or otherwise located at the Premises, then upon the Effective Date, all right, title and interest in and to such pre-existing equipment is hereby assigned and transferred to Company; provided that (a) such assignment and transfer shall not include any software and/or technology owned by SONIFI or third parties installed on, embedded into, incorporated within or used in connection with the pre-existing equipment, and (b) use of any and all such software and technology is subject to the terms of the Agreement, including these Service Terms, and all applicable software licences.

1.3 Site Evaluation and Modification. In order to complete installation, set-up and activation of the Equipment, the Premises must conform to SONIFI site requirements and Company must cooperate in the necessary site evaluation, installation planning and site preparation, as such requirements are set forth and described in the SOW located at www.sonifi.com/sow_canada and in the Required Premises Information form attached to the Agreement, both of which are incorporated herein by reference. Company acknowledges that SONIFI relies upon Company-provided information, as described or requested in all exhibits, appendices, schedules, amendments and addenda attached to or incorporated in the Agreement (including, without limitation, information regarding televisions, set-top boxes and set-back devices), as well as SONIFI’S technical evaluation of the Premises and the Premises’ master television antenna, cabling and amplifiers (collectively the “MATV System”) and related communications network systems and components, including but not limited to Internet Protocol (“IP”)-based network infrastructure, Ethernet switches, IP equipment and in-guest room equipment (collectively, the “Premises Network Infrastructure” and, together with the MATV System, the “CNS”), to accurately determine the composition of the Equipment for the Premises and to scope and price installation and site upgrade work necessary for interconnection between Equipment and the CNS.

1.3.1 Any modifications or repairs to the Premises, the MATV System, the Premises Network Infrastructure or Company-provided equipment (collectively, “MATV Work”), upon approval by Company (such approval not to be unreasonably withheld or conditioned), shall be completed by SONIFI for the fees set forth on the Products & Fee Schedule in the Agreement and in accordance with corresponding scopes of work set forth in separate statements of work or purchase orders, as such work is determined to be necessary in SONIFI’S sole but reasonable discretion. Except as otherwise specifically provided herein, approved MATV Work undertaken by SONIFI will be at additional cost to the Company. Any necessary or desired modifications, changes, updates, repairs or upgrades to or replacement of televisions (including without limitation television mounting and firmware updates) shall be the sole responsibility of Company.

1.3.2 SONIFI may prepare certain drawings, plans or other documents during the course of site evaluation and modification (“Instruments of Service”). To the extent that such Instruments of Service are prepared, SONIFI grants Company a limited, non-exclusive, non-sublicensable licence to use such Instruments of Service solely for the purpose of documenting information about the Premises relevant to SONIFI products and services and are not intended for use by Company for any other purpose and SONIFI explicitly disclaims sufficiency or suitability for any other purpose and assumes no obligation to maintain or update any Instruments of Service.

1.4 Company Network, Integration and Connectivity. Company acknowledges and agrees that Company's access to and use of certain SONIFI or third-party products and services are contingent upon Company having and maintaining sufficient connectivity, providing access to the Premises and CNS, the grant of all necessary rights and licences to back office systems, the grant of the exclusive right and access to the channels and bandwidth at the Premises used to deliver Services and sub-frequency forward and return channel or channels identified on the Billing Commencement & Installation Completion Form ("CNS System Channels"), and space upon the Premises for the placement of Equipment in accordance with the SOW, at Company's sole cost and expense. Company is responsible for purchasing, installing and maintaining the hardware and software for computer equipment, and for enabling a requisite system interface for use of any such contingent products and services at the Premises.

1.5 Premises' Access and Licences. Company shall secure and maintain such licences, permits and approvals required by governmental and regulatory authorities having jurisdiction over the installation, set-up, activation, operation and removal of Equipment on the Premises, including any permits required for the exterior installation of a satellite dish and other signal reception devices. Such obligation of Company to secure and grant to SONIFI the rights necessary to install, set-up, activate, service and maintain Equipment shall include all rights, licences, permissions and variances necessary to install, use, and access Equipment on the rooftop of the Premises as SONIFI considers reasonably necessary. Company shall consult with SONIFI before undertaking any project, on its own behalf or by granting of rights to a third-party, that may interfere with the functionality of the Equipment or limit access to the Equipment by SONIFI, including but not limited to roof repairs or the installation of other equipment on the rooftop of the Premises. No Equipment installed by SONIFI on the rooftop of the Premises may be removed or moved during the Term without prior written notice to and the consent of SONIFI, such consent not to be unreasonably withheld.

1.6 Installation. SONIFI will install the Equipment on the Premises as soon as practicable following the Effective Date, completion of any required site evaluation and MATV Work and receipt of any down payment described in the Products & Fee Schedule set forth in the Agreement. Installation planning and preparation will be in accordance with the SOW at a mutually agreed upon start date and schedule. During the Equipment installation period, Company either (a) shall provide complimentary guest rooms and parking at the Premises to SONIFI for installation personnel and storage of Equipment and tools; or (b) reimburse SONIFI, upon request and in addition to any other amounts payable to SONIFI hereunder, the actual cost of guest rooms and parking at another lodging facility of comparable quality to the Premises within ten (10) miles of the Premises. If SONIFI is replacing an existing vendor at the Premises, Company shall provide written notice to such vendor and SONIFI will coordinate and cooperate with Company and said vendor to minimize any disruptions to Company's operations and its guests. At the conclusion of installation in accordance with the SOW, Company shall affirm that installation has been completed and shall execute SONIFI's "**Billing Commencement & Installation Completion Form.**"

1.7 CNS Changes. Any modifications, additions or changes to the Equipment that are required due to a change in the CNS at the Premises, or the availability of the CNS System Channels, shall be made by SONIFI, for the fees and charges set forth on SONIFI's then current Rate Card, available upon request to SONIFI or as made available at www.sonifi.com, plus all costs for parts and components and all applicable taxes, surcharges, shipping and freight. Company is solely responsible for maintaining sufficient internal and external Internet connectivity, bandwidth and throughput at the Premises, and if Company adds services that require additional bandwidth or throughput, Company will acquire such additional bandwidth or throughput at its own expense as advised by SONIFI.

1.8 Software. SONIFI non-exclusively licences and does not sell to Company the "**Licensed Software**", as defined in SONIFI's Non-Exclusive Software License Terms, and/or technology owned by SONIFI or other third-parties installed on, embedded into, incorporated within or used in connection with the Equipment in accordance with the Non-Exclusive Software License Terms which are available upon request to SONIFI or as made available at www.sonifi.com and incorporated herein by reference. Without limiting the foregoing, Company's use of all SONIFI or third-party owned operating, application, digital rights management, encryption and/or other software and technology installed on, embedded into, incorporated within or used in connection with the Equipment, programming or services is subject to the terms of the non-exclusive licence agreement(s) for such software and/or technology, which agreement(s) are available directly from the third party or accessible on the third party's website or upon request to SONIFI.

1.9 Pro:Idiom™ Source Function Devices. Company acknowledges and agrees that, if the Equipment Company purchased to provide Services at the Premises includes hardware and software which enables Pro:Idiom Source Function Devices, it is bound by all the obligations and other terms contained in the Zenith User Terms for Pro:Idiom Source Function Devices available at www.sonifi.com/ZenithProldiomTerms (“**Pro:Idiom Terms**”) and hereby incorporated by reference in the Agreement. Company understands that a violation of any of the obligations and/or other terms contained in the Pro:Idiom Terms shall be a material breach of Company’s Agreement, including without limitation these Service Terms. In the event of such a material breach, SONIFI may (a) immediately terminate Company’s Agreement without liability of any kind or amount by providing written notice to the Company and (b) invoke any other rights and remedies available at law or equity and/or under the Agreement. This Subsection 1.9 shall survive the termination or expiration of Company’s Agreement.

1.10 Insurance and Indemnification. SONIFI shall maintain during the term of this Agreement, at its sole cost and expense, comprehensive general liability insurance and other insurance coverage identified on the Insurance Appendix attached to and incorporated in the Agreement for losses caused by the installation, maintenance, removal, or replacement of the Equipment at the Premises by SONIFI personnel or SONIFI contractors. SONIFI shall furnish Company evidence of compliance with this provision within thirty (30) days of receipt of a written request from Company therefor. Company waives any and all claims against SONIFI for any loss or damage to any of its property, real and personal, located at the Premises, except damages caused by the willful misconduct or gross negligence of SONIFI, its agents, or its employees. Each Party agrees to indemnify and hold harmless the other from and against any and all claims and damages arising from the willful misconduct or gross negligence of its agents or representatives to the extent not covered by insurance. The Party (or other person or entity granted indemnification under this Subsection 1.10) seeking indemnification hereunder (the “**Indemnified Party**”) shall notify the Party from which indemnity is sought (the “**Indemnifying Party**”) in writing as soon as practicable, but in no event later than ten (10) days after receipt of any claim for which indemnification is sought, together with such further information as is necessary for the Indemnifying Party to evaluate such claim to the extent that the Indemnified Party is in possession or has knowledge of such information; *provided* that any delay in giving such notice later than such ten (10) days shall not preclude the Indemnified Party from seeking indemnification or reimbursement if: (a) such delay has not materially prejudiced the Indemnifying Party’s ability to defend the claim; and (b) such delay does not materially affect the amount of any damages awarded for or paid in settlement of such claim. The Indemnifying Party shall have the right to assume full control of the defense of the claim, including retaining counsel of its own choosing (which counsel shall be reasonably acceptable to the Indemnified Party and which acceptance shall not be unreasonably withheld, conditioned or delayed), at the Indemnifying Party’s sole cost and expense. Upon the assumption by the Indemnifying Party of the defense of a claim with counsel of its choosing that is reasonably acceptable to the Indemnified Party, the Indemnifying Party will not be liable for the fees and expenses of any additional counsel that may be retained by the Indemnified Party. The Indemnifying Party shall not settle any claim or consent to any judgment that entails any admission of liability or wrongdoing on the part of the Indemnified Party or requires the Indemnified Party to take any independent action, in each case without the prior written consent of Indemnified Party. The Indemnified Party shall cooperate with the Indemnifying Party in the defense of any such claim, and shall furnish such records, information and testimony and attend such conferences, discovery proceedings, hearings, trials and appeals as may be reasonably requested in connection therewith. Notwithstanding the foregoing provisions, no Indemnifying Party shall have any obligation to indemnify or reimburse for any losses, damages, costs, disbursements, expenses, settlement liability of a claim or other sums paid by an Indemnified Party voluntarily, and without the Indemnifying Party’s prior written consent, to settle a claim; *provided* that the Indemnifying Party shall not unreasonably withhold, condition, or delay its consent to any such settlement.

1.11 Termination.

1.11.1 Transfer/Assumption. If Company intends to transfer ownership of the Premises, Company shall provide SONIFI with at least 30-days’ written notice in advance of the transfer date. If the transferee assumes all obligations of Company under this Agreement under an assumption agreement acceptable to SONIFI and meets SONIFI’s customary credit standards, Company shall have no further obligations hereunder after the effective date of such assignment. Company acknowledges and agrees that the assumption of the Agreement by any transferee does not assign, transfer, or otherwise affect any rights or obligations of Company under its agreements with the Approved Third-Party Financing Company or any other third party.

1.11.2 Effect of Termination. SONIFI shall not be responsible in any regard with respect to, including the relocation, removal, disposal or use of, any Equipment after the expiration or termination of the Agreement and

Company hereby indemnifies and holds harmless SONIFI from and against any and all claims, causes of action, losses, fines, penalties, forfeitures, costs, fees (including without limitation reasonable attorneys' fees) and damages arising out of or in connection with any action relating to or arising from the relocation, removal, disposal or use of such Equipment.

1.11.3 Termination for Cause. If any contract default is not remedied within thirty (30) days (or ten (10) days in the case of non-payment or immediately in the case of a violation of the Pro:Idiom Terms) following receipt of notice thereof, the non-defaulting Party may terminate the Agreement upon notice to the defaulting Party. The non-defaulting Party shall be entitled to recover from the defaulting Party its reasonable attorneys' fees and costs, including collection agency fees. If Company is the defaulting Party, and SONIFI elects to terminate the Agreement, SONIFI shall be entitled to the early termination fees for each Service as specified in these Service Terms. The Parties agree that (i) contractual damages incurred by SONIFI are not readily identifiable and that the formula(s) and calculation of early termination fees described in these Service Terms are reasonable considering the totality of the Agreement, and (ii) payment of the early termination fee shall be considered liquidated damages. Notwithstanding any payment of early termination fees to SONIFI, Company shall be solely responsible for the complete or partial repayment of any subsidies and/or incentives upon the termination of the Agreement to the extent and in the amount specified in the Agreement, including these Service Terms, in any additional programming or content agreement entered into by the Parties, or in any agreement between the Company and a third party. **IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR PUNITIVE, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES. SONIFI'S ENTIRE LIABILITY FOR ANY CAUSE OF ACTION OR CLAIM RELATED TO OR ARISING OUT OF THE AGREEMENT, INCLUDING THESE SERVICE TERMS, SHALL BE LIMITED TO AMOUNTS PAID TO SONIFI BY COMPANY FOR SERVICES PROVIDED DURING THE SIX (6) MONTHS PRECEDING THE EVENT OR CIRCUMSTANCES GIVING RISE TO SUCH CLAIM OR CAUSE OF ACTION.**

1.12 Limited Warranties. With respect to hardware, components, parts and products provided and installed by SONIFI pursuant to the Agreement which are not expressly covered by a specific SONIFI limited warranty set forth in the Agreement, including these Service Terms, SONIFI warrants to Company that such hardware, components, parts and products will be free from material defects in materials and workmanship for a period of ninety (90) days after installation. With respect to installation and professional services performed by SONIFI pursuant to the Agreement, including these Service Terms, which are not expressly covered by a specific SONIFI limited warranty set forth in the Agreement or in these Service Terms, SONIFI warrants that such installation labor and/or professional services will be free from material defects in workmanship for a period of ninety (90) days from the date of performance. **THIRD-PARTY SOFTWARE OR FIRMWARE SOLD, LICENCED OR FURNISHED BY SONIFI (EXCLUDING THE LICENCED SOFTWARE) IS PROVIDED "AS IS" EXCEPT FOR ANY WARRANTY DIRECTLY PROVIDED TO COMPANY BY A THIRD-PARTY SOFTWARE AUTHOR OR PUBLISHER. IN NO EVENT SHALL SONIFI HAVE ANY EXPRESS OR IMPLIED WARRANTY OBLIGATIONS OF ANY KIND FOR OR RELATED TO THIRD-PARTY SOFTWARE OR INTELLECTUAL PROPERTY, AND COMPANY SHALL LOOK SOLELY TO A THIRD-PARTY SOFTWARE AUTHOR OR PUBLISHER FOR ANY WARRANTY COVERAGE, REMEDY, CAUSE OF ACTION OR CLAIM APPLICABLE WITH RESPECT THERETO.** SONIFI does not warrant that the Licenced Software, the Equipment, or any part or component thereof, will meet Company's requirements or that the Equipment and Licenced Software will operate in an error-free or uninterrupted manner. The limited warranties set forth herein do not apply to: (a) damage or failure to perform as a result of accident, misuse, abuse or neglect; (b) damage or failure to perform resulting from the failure to comply with Company responsibilities set forth in the SOW, or later-provided instructions; (c) modifications to Equipment or Licenced Software if not performed or authorized by SONIFI; and (d) any other damage or failures to perform resulting from causes other than STAYVIEW System defects. **EXCEPT FOR THE EXPRESS LIMITED WARRANTIES CONTAINED IN THIS SUBSECTION 1.12 OR ELSEWHERE IN THE AGREEMENT, INCLUDING THESE SERVICE TERMS, SONIFI DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED OR STATUTORY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT WITH REGARD TO THE PROVISION OF OR FAILURE TO PROVIDE SERVICES, LICENCED SOFTWARE AND/OR EQUIPMENT SET FORTH IN THE AGREEMENT.** Company's sole and exclusive remedy in the event of a non-conformity in the express limited warranties contained in this Subsection 1.12 is that SONIFI will, in its sole discretion, repair or replace the hardware, components, parts and products covered by the express warranty with new or refurbished hardware, components, parts and products and/or re-perform any required professional or

installation service(s) to make them substantially conform with such limited warranty or, in the alternative, substitute a comparable part or component for the defective part or component to which the nonconformity is attributable.

1.13 Notices. All notices shall be given in writing at the addresses or using other contact information set forth on the signature page of the Agreement and shall be deemed given (a) when deposited in the Canadian Mail with postage prepaid, certified or registered mail, with return receipt requested, (b) when delivered to a reputable national overnight delivery or courier service, or (c) by fax or e-mail, provided that a hard copy is sent as described in (a) or (b) within 24-hours of the fax or e-mail transmission. SONIFI may send communications or data regarding the Services or Equipment that are the subject matter of the Agreement, including but not limited to (i) notices about Company's use of the Equipment or Services; (ii) Updates or upgrades; and (iii) promotional information and materials regarding SONIFI's products and services, via e-mail.

1.14 Complete Agreement. The Agreement, including these Service Terms and all addenda, appendices, schedules, forms, exhibits and other documents attached to or incorporated in the Agreement, is the complete understanding of the Parties and no other statements, representations, discussions or communications, whether oral or written, with respect to the subject matter contained in the Agreement shall be binding upon the Parties. The Agreement and all rights, remedies, covenants and obligations thereunder shall not be modified, waived, or amended except in writing executed by both Parties. No handwritten or other changes, additions, or deletions made by a Party on any pages of the Agreement shall be valid or binding without the written consent of the other Party. If any part of the Agreement is found to be invalid or unenforceable, such invalidity or unenforceability shall not affect the remainder of the Agreement. The Parties will negotiate in good faith to replace an invalid or unenforceable provision to accomplish the original intent and economic agreement of the Parties.

1.15 Independent Contractor. Nothing contained in the Agreement shall be deemed to create a joint venture or partnership between the Parties and neither Party is authorized to act towards third parties in any manner that would indicate such a relationship. In performing their respective duties under the Agreement, each Party will be operating as an independent contractor.

1.16 Private Provision of Services; No Third-Party Beneficiaries. The products and Services under the Agreement, including these Service Terms, have been privately offered and will be privately furnished on a non-common carrier basis. Neither Company nor SONIFI regards any representations, offers or undertakings made by the other as being in the nature of offers of common carriage. In addition, nothing contained in the Agreement shall be deemed or construed by the Parties or any third party to create any rights, obligations, or interests in third parties.

1.17 Confidential Information. Each Party will maintain all Confidential Information of the other Party in strict confidence and will not at any time or for any reason disclose any Confidential Information of the other to any third party without the prior written consent of the Discloser (defined below), except that each Party may share the other Party's Confidential Information with (a) such Party's affiliates, officers, employees, agents and third party legal, accounting and financial advisors, and (b) persons and entities in order to perform its obligations hereunder, which shall include the Approved Third-Party Financing Company, if any, so long as, in each case, such persons and entities are subject to contractual or fiduciary obligations to such Party that are no less restrictive than the restrictions set forth in this Subsection 1.17.

1.17.1 Definition of Confidential Information. For purposes of the Agreement, including these Service Terms, the term "Confidential Information" includes, but is not limited to, all information, whether disclosed prior to or after the Effective Date hereof, that relates to either Party's present and future products, business plans, business opportunities, customers, pricing, marketing plans, financial information, analyses, compilations, research, development, know-how, technology, designs, ideas, concepts, inventions, discoveries, methods, combinations, techniques, solutions, systems, specifications, software, code, communications protocols, algorithms, prototypes, devices, or other intellectual property, or third party confidential information disclosed through dealings or discussions between the Parties, including derivations, revisions and improvements thereto, and the existence and details of dealings or discussions between the Parties, including the financial and other details of this Agreement. Confidential Information may be furnished in tangible and intangible form including, but not limited to, writings, drawings, schematics, flow charts, computer and other electronic media, samples, demonstrations and oral communications.

1.17.2 Exclusion. The Party receiving Confidential Information (the "**Recipient**") shall have no

obligation hereunder as to Confidential Information which: (a) is or becomes generally available to the public other than as a result of a disclosure by Recipient; (b) Recipient reasonably can demonstrate was known to Recipient on a non-confidential basis, regardless of source, prior to the disclosure contemplated herein; (c) is independently developed or acquired by Recipient without the use of or reference to Confidential Information disclosed to Recipient hereunder; (d) becomes known to Recipient on a non-confidential basis from another source; or (e) is required to be disclosed pursuant to judicial or governmental mandate, provided that Recipient takes reasonable steps to notify the Party disclosing Confidential Information (the “**Discloser**”) in advance of such disclosure to afford it the opportunity to seek a protective order or contest the appropriateness of such mandate, and that Recipient shall furnish only that portion of the Confidential Information which is the subject of such mandate.

1.17.3 General. Recipient acknowledges that no representation or warranty as to the accuracy or completeness of Confidential Information is made or implied, and Discloser shall have no liability relating to or resulting from the use by Recipient of the Confidential Information, unless otherwise expressly stated in the Agreement or a binding written amendment or addendum thereto. Recipient shall not acquire any licence or other property right in Confidential Information of Discloser, except as otherwise explicitly specified in the Agreement. Nothing in the Agreement shall in any manner prohibit or restrain either Party from the development of products or services, having products or services developed for it, and entering into joint ventures, alliances, or licensing arrangements with third parties that, without violation of the confidentiality obligations of the Agreement, compete with the products, services or systems of the other Party. Recipient agrees that money damages would not be a sufficient remedy for any breach of this Subsection 1.17 by Recipient, and that Discloser shall be entitled to seek the remedies of specific performance and temporary and permanent injunctive relief without posting a bond or other security and without proof of actual damages, in addition to all other remedies available at law or equity.

1.17.4 Survival of Parties’ Confidentiality Obligations. This Subsection 1.17 shall survive the termination or expiration of the Agreement for a period of two (2) years.

1.18 Force Majeure. Neither Party shall have any liability for the failure to perform or a delay in performing any of its obligations under the Agreement, including these Service Terms, if such failure or delay is the result of any legal restriction, labor strike, boycott, flood, fire, Act of God, act of terrorism, public emergency, insurrection, riot, war, unavoidable mechanical failure, interruption in the supply of electrical power, telecommunications or Internet outage, or any other cause beyond the control of that Party.

1.19 Assignment. SONIFI may assign the Agreement to any parent, subsidiary or affiliate, to any entity with or into which SONIFI merges or consolidates or to which it sells all or substantially all of its assets.

1.20 Parties’ Authority to Sign and Execute Agreement. Each Party represents and warrants to the other that it has the full right, power and authority to enter into the Agreement and to perform all of its obligations thereunder and hereunder. Each person executing the Agreement represents and warrants that he or she is fully authorized on behalf of the respective Party to sign the Agreement. With respect to Company, if the Agreement is signed by or on behalf of any entity other than the owner of the Premises (e.g., a management company), such entity represents and warrants that it is the duly authorized agent for such owner and has the requisite capacity as agent to bind such owner.

1.21 Controlling Language. The Parties hereby confirm their express agreement that the Agreement and all documents directly or indirectly related thereto be drawn up in English. LES PARTIES RECONNAISSENT LEUR VOLANTE EXPRESSE QUE LA PRESENTE CONVENTION AINSI QUE TOUS LES DOCUMENTS QUI S'Y RATTACHENT DIRECTEMENT OU INDIRECTEMENT SOIENT REDIGES EN LANGUE ANGLAISE.

1.22 Applicability. This Section 1 all applies in its entirety to all Agreements and to all Services purchased, licenced or subscribed to by Company pursuant to the Agreement or any other agreement for Services entered into by the Parties.

Section 2. iTV Content and Services Available to Guests for a Fee.

2.1 SONIFI grants Company a limited, non-exclusive, non-sublicensable licence to receive, display, exhibit, use and make available to guests at the Premises the specific interactive and on-demand content, products, features and related support services, including but not limited to guest applications and mobile services (collectively, “**iTV Content and Services**”) delineated in the Agreement’s Products & Fee Schedule and defined in these Service

Terms. SONIFI reserves any rights to iTV Content and Services, exclusive of content selected and/or scheduled for display by Company to its guests owned by Company or to which Company otherwise has rights, inclusive of all Company-customized content contained in guest-facing screens (“**Company-Customized Content**”). As between SONIFI and Company, SONIFI is the sole owner of the iTV Content and Services, except for Company-Customized Content, and shall retain all common law, statutory and other intellectual property rights throughout the world, including, without limitation, patents, design rights, copyrights, moral rights, database rights, trademarks, trade secrets and rights in know-how (“**Intellectual Property Rights**”). Company shall not remove, amend, obscure or modify any notice of SONIFI’s and/or any other entity’s Intellectual Property Rights or other proprietary rights appearing on or through the iTV Content and Services.

2.2 SONIFI shall have the right to insert, place, include, schedule, remove, modify, turn on and off and otherwise control all advertising and third-party paid content in any form (including infomercials) provided and scheduled by SONIFI included in or in connection with iTV Content and Services in any and all forms and media, including, without limitation, insertion of advertisements and/or interactive advertising modules in the Welcome Channel, main menu, and/or main menu video loop.

2.3 For iTV Content and Services available to Premises guests for a fee (which, exclusive of taxes, shall be “iTV Fees”), such iTV Fees to be established in SONIFI’s sole discretion, Company shall be entitled to a percentage of the iTV Fees billed to and collected directly from Premises guests on a one-time, subscription or per transaction basis in such percentage or in such amount as is set forth in the Products & Fee Schedule in the Agreement, each of which shall be deemed fees earned by Company for its services hereunder (“Company Share”). Company shall post charges reported by the Equipment to guest invoices or bills and collect from its guests the iTV Fees which shall be held by Company, in trust, for the benefit of SONIFI. Company shall also collect from guests any and all taxes applicable to the iTV Fees, and shall directly remit the same to the applicable taxing authority or SONIFI, as directed by SONIFI. Company agrees to provide SONIFI any applicable tax rates in a manner that meets SONIFI’s installation schedule. Company further agrees to provide SONIFI with any changes in the applicable tax rates at least 5-business days prior to the effective date of the change(s). On a daily basis, Company shall enter disputed buys or other adjustments in such a form and manner as may be reasonably requested by SONIFI. As soon as practicable following the end of each calendar month, SONIFI will transmit to Company the monthly statement setting forth the iTV Fees, net of itemized adjustments timely entered by Company and approved by SONIFI, which adjustments shall not exceed two percent (2%) of the gross monthly iTV Fees generated during the prior month (“Final Statement”). Such Final Statement for the preceding calendar month shall include a calculation of that portion of Company Share based upon iTV Fees. Company shall notify SONIFI of, and resolve, any discrepancy in the Final Statement within 5-business days of receipt of the Final Statement. No later than 30-days after Company’s receipt of the Final Statement from SONIFI, Company shall pay and deliver to SONIFI the total iTV Fees for the preceding calendar month specified in the Final Statement, less that portion of Company Share based upon iTV Fees. The records of Company pertinent to the iTV Fees for any month shall be open to inspection and audit by an authorized representative of SONIFI upon seven (7) days’ notice to Company. It is expressly understood that SONIFI’s right to inspect and audit the records of Company shall not extend more than four (4) years from the expiration of the calendar year to be audited.

2.4 In the event Company breaches the Agreement for any reason, and SONIFI elects to terminate the Agreement, SONIFI shall be entitled to early termination fees equal to (a) 100% of any financing fees, including the Purchase Price of Equipment for iTV Content and Services, and 100% of any Term discount and any SONIFI or third-party subsidy; and (b) 70% of the average of the previous 12-months’ iTV Fees and “Recurring Fees” specified in the Products & Fee Schedule in the Agreement and elsewhere in these Service Terms or as otherwise reasonably determined by SONIFI, multiplied by the number of months remaining in the then-current Term.

2.5. Company must purchase, install, activate and continuously operate the STAYVIEW™ System at the Premises in order to receive iTV Content and Services. Failure to do so will be considered to be a breach of the Agreement by Company.

Section 3. [Reserved].

Section 4. Guest Engagement Services.

4.1. Definition. For the purposes of the Agreement, including this Section 4 of the Service Terms, the term “**Guest Engagement Services**” is defined as the following collection of SONIFI services and applications that enables the display of custom Premises content on guest room televisions for branding and promotional purposes and provides additional STAYVIEW™ System functionality for guests, as described herein:

- **Branded Interactive** – SONIFI® will provide creative services for the initial configuration of the STAYVIEW™ System. The following items will be delivered in accordance with the SOW and initial configuration will include the following:
 - **Branded Welcome Channel** – Branding of the Welcome Channel is performed by SONIFI and all Welcome Channel content is programmed and published by SONIFI through the STAYVIEW System. Standard Welcome Channel branding includes hotel logo, branded background, time/date/temperature reading, and custom hotel videos inserted into the looping video content that appears within an on-screen window. The Premises can provide up to fifty percent (50%) of the video content for the Welcome Channel and each video clip submitted must be under ninety (90) seconds and in high definition quality as defined herein (see below). Company is solely responsible for obtaining all authorizations and releases, including distribution and through-to-the viewer licences and payment of associated fees, needed for Welcome Channel content it furnishes to SONIFI and represents and warrants that it has obtained all such authorizations and releases. Company grants SONIFI a limited, non-exclusive, royalty-free licence to copy, modify, reproduce, display and publish all content it or the Premises provides to SONIFI for the Welcome Channel for the sole purpose of providing Guest Engagement Services under the Agreement.
 - **Welcome Message** – A custom hotel text-based message that displays on the Welcome Channel. Initial setup is performed by SONIFI. The message can be edited by the Premises. Company is solely responsible for the content of the Welcome Message.
 - **Branded Main Menu** – Includes Premises logo, branded background, choice of one theme, guest name (dependent on property management system (PMS) capabilities), time/date/temperature reading, up to three (3) menu selections that link to the location of the Premise’s choice, and custom hotel videos inserted into the looping video content that appears within a window on the Main Menu. The Premises can provide up to fifty percent (50%) of the video content for the Main Menu video window. Each video clip submitted must be under ninety (90) seconds and in high definition quality as defined herein (see below). Branding of the Main Menu is performed by SONIFI and all Main Menu content is programmed and published by SONIFI through the STAYVIEW System. Company is solely responsible for obtaining all authorizations and releases, including distribution and through-to-the viewer licences and payment of associated fees, needed for Main Menu content it furnishes to SONIFI and represents and warrants that it has obtained all such authorizations and releases. Company grants SONIFI a limited, non-exclusive, royalty-free licence to copy, modify, reproduce, display and publish all content it or the Premises provides to SONIFI for the Main Menu for the sole purpose of providing Guest Engagement Services under the Agreement.
 - **Hotel Message** – A custom hotel text-based message that displays on the Main Menu. Initial setup is performed by SONIFI and the message can be edited by the Premises. Company is solely responsible for the content of the Hotel Message.
 - **Branded Interactive System** – Includes hotel branded background and choice of one theme programmed and published by SONIFI. Company is solely responsible for obtaining all authorizations and releases needed for Branded Interactive System content it furnishes to SONIFI and represents and warrants that it has obtained all such authorizations and releases. Company grants SONIFI a limited, non-exclusive, royalty-free licence to copy, modify, reproduce, display and publish all content it or the Premises provides to SONIFI for the Branded Interactive System for the sole purpose of providing Guest Engagement Services under the Agreement.
 - **Hotel Directory** – A digital version of Premises’ in-room directory that enables guests to view custom Premises content on in-room televisions and within the STAYConnect® Mobile App. SONIFI will transpose and convert up to ten pages of Company- or Premises-provided content into television screens for the initial configuration. The Hotel Directory content can be edited by

the Premises through the SONIFI Customer Portal. Company is solely responsible for the content of the Hotel Directory.

- **Happenings Channel** – A linear channel playing a continuous loop of up to twenty (20) minutes of custom hotel videos and/or slides. SONIFI will load up to three (3) slides or one (1) video for the initial Happenings Channel configuration. The Happenings Channel is editable by the Premises through the SONIFI Customer Portal. Company is solely responsible for obtaining all authorizations and releases, including distribution and through-to-the viewer licences and payment of associated fees, needed for Happenings Channel content it furnishes to SONIFI and represents and warrants that it has obtained all such authorizations and releases. Company grants SONIFI a limited, non-exclusive, royalty-free licence to copy, modify, reproduce, display and publish all content it or the Premises provides to SONIFI for the Happenings Channel for the sole purpose of providing Guest Engagement Services under the Agreement.
- **Customer Portal** – A web-based content management tool that enables the Premises to add/edit content areas of the in-room television viewing and mobile device experience (such as Hotel Directory, Happenings Channels, etc.). The Premises is assigned a master user password to access the Customer Portal and can add/remove hotel resources.
- **Brand Channel** – A linear channel playing a continuous loop of up to sixty (60) minutes of custom brand videos that is consistent across all hotels associated with a brand. This channel is programmed and published by SONIFI based on content provided by Company or the Premises and is included only when applicable. Company is solely responsible for obtaining all authorizations and releases, including distribution and through-to-the viewer licences and payment of associated fees, needed for Brand Channel content it furnishes to SONIFI and represents and warrants that it has obtained all such authorizations and releases. Company grants SONIFI a limited, non-exclusive, royalty-free licence to copy, modify, reproduce, display and publish all content it or the Premises provides to SONIFI for the Brand Channel for the sole purpose of providing Guest Engagement Services under the Agreement.
- **Account Review & Checkout** – An application that enables guests to review charges to their room and to check out from the room through the television or STAYConnect Mobile App (dependent on property management system (PMS) capabilities at the Premises) utilizing the STAYVIEW System.
- **Weather** – An application that enables guests to view current weather conditions at the Premises' location.
- **Wakeup** – An application that enables guests to set a time for an in-room television to power on.
- **Languages** – An application that enables guests to choose the language setting of the interactive menu screens displayed on an in-room television. Standard languages include English, French, Spanish and Japanese. Other languages are available for additional charges and can be added pursuant to a separate purchase order or written amendment or addendum to the Agreement. Please contact SONIFI for details.
- **Branded Mobile Experience** – Custom graphics within STAYConnect Mobile App that extend hotel branding to the mobile interface after a guest has connected to an in-room television at the Premises. These graphics will be a mirror image of the assets provided for the television and are set up by SONIFI.
- **Additional Creative Services** – At the Premises' request and upon execution of a separate written agreement or purchase order, Company may pay on a per hour basis for additional creative services beyond the initial configuration of Guest Engagement Services described herein. If such additional creative services are purchased as of the Effective Date of the Agreement, then the Premises shall deliver to SONIFI all necessary and appropriate assets delineated below within ninety (90) days of the Effective Date. Otherwise, the Premises shall deliver all necessary and appropriate assets to SONIFI as described in the applicable written agreement or purchase order.

Guest Engagement Services include only the foregoing services and applications and are only available as a single package.

4.2 Company Provision of Information Necessary to Provide Guest Engagement Services. In order to fully and timely deploy the STAYVIEW System at the Premises and/or to prepare, configure, program and deliver the Guest Engagement Services selected and purchased by Company, it is necessary for SONIFI to receive the required

assets listed below within ninety (90) days of the Effective Date of the Agreement or as otherwise stated in a separate purchase order or written amendment or addendum to the Agreement. If the Premises is a part of a major hotel brand, then the **Guest Engagement Services for the STAYVIEW System** will be prepared, configured, programmed and delivered with the brand standard background and logo on the interactive interface, unless specifically requested otherwise. If the required assets specified below are not provided by the Premises within ninety (90) days of the Effective Date, SONIFI will configure the STAYVIEW System at the Premises with the default non-branded look and feel and the Happenings Channel and Hotel Directory application will not be configured or programmed. Should Company wish to add these customized capabilities to the STAYVIEW System at the Premises after installation has been completed, SONIFI will be happy to assist Company and the Premises on a time and materials basis in accordance with SONIFI's then current Rate Card pricing.

	File Resolution	File Type	Notes
Interactive System Assets			
Logo Brand Guide Background Image	1280x720 or higher	EPS or PNG	N/A
Up to 3 main menu category selections	108x110	EPS or PNG	N/A
Welcome Channel			
Video	1280x720 or higher	MOV, MP4, MPEG	Under 90 seconds
Main Menu Video	1280x720 or higher	MOV, MP4, MPEG	Under 90 seconds
Happening Channel Video Slides	1280x720 or higher 1280x720 or higher	MOV, MP4, MPEG JPG or PNG	Under 20 minutes 2 slides included in setup
Hotel Directory			
In Room Document		Editable PDF/Word Doc	No PDF Scans
Images (one per page)	1280x720 or higher	JPG or PNG	Under 10 MB each

4.3 **Company Responsibilities.** Company and the Premises are solely responsible for maintaining the security and accuracy of their Customer Portal login credentials and are liable for all actions taken utilizing their respective login credentials.

4.4 **STAYVIEW System Required.** Guest Engagement Services require the purchase, activation and ongoing operation of the STAYVIEW System at the Premises.

4.5 **Early Termination Fees.** In the event Company breaches the Agreement for any reason, and SONIFI elects to terminate the Agreement, SONIFI shall be entitled to early termination fees equal to (a) 100% of any financing fees, including the Purchase Price of Equipment for iTV Content and Services, and 100% of any Term discount and any SONIFI or third-party subsidy; and (b) 70% of the average of the previous 12-months' iTV Fees and "Recurring Fees" specified in the Products & Fee Schedule in the Agreement and elsewhere in these Service Terms or as otherwise reasonably determined by SONIFI, multiplied by the number of months remaining in the then-current Term.

Section 5. Guest Entertainment on Demand.

5.1 **Definition.** For the purposes of the Agreement, including this Section 5 of the Service Terms, the term "**Guest Entertainment on Demand**" means an optional collection of SONIFI STAYVIEW System applications that enables guests to browse and purchase movies, television shows and short-form video content when they choose rather than on a specific broadcast schedule. On Demand content is enabled with VCR/DVD player functionality, including fast-forward, rewind, and pause. Available On Demand content varies based on Premises settings and can include:

- **Free On Demand** – On demand content that is free to guests.

- **Still in Theater Movies** – On demand movies that are still playing in movie theaters available to guests for a fee.
- **Genre Movies** – On demand movies that are no longer playing in movie theaters available to guests for a fee.
- **Kids On Demand** – Content that is appropriate for kids and teens available to guests for a fee.
- **Adult On Demand** – Content rated MA for adults only available to guests for a fee.
- **Uncensored TV** – On demand content appropriate for adults only available to guests for a fee.
- **Music** – Guest-selectable linear music channels in a selection of genres available to guests for a fee.
- **Parental Control** – An application that enables guests to limit what On Demand content can be purchased through the STAYVIEW System menus based on content ratings.

Guest Entertainment On Demand includes SONIFI’s “**Languages**” application that enables guests to choose the language setting of the interactive menu screens displayed on an in-room television. Standard languages include English, French, Spanish and Japanese. Other languages are available for additional charges and can be added pursuant to a separate purchase order or written amendment or addendum to the Agreement. Please contact SONIFI for details.

5.2 STAYVIEW System Required. Guest Entertainment On Demand requires the purchase, activation and ongoing operation of the STAYVIEW System at the Premises.

5.3 Early Termination Fees. In the event Company breaches the Agreement for any reason, and SONIFI elects to terminate the Agreement, SONIFI shall be entitled to early termination fees equal to (a) 100% of any financing fees, including the Purchase Price of Equipment for iTV Content and Services, and 100% of any Term discount and any SONIFI or third-party subsidy; and (b) 70% of the average of the previous 12-months’ iTV Fees and “Recurring Fees” specified in the Products & Fee Schedule in the Agreement and elsewhere in these Service Terms or as otherwise reasonably determined by SONIFI, multiplied by the number of months remaining in the then-current Term.

Section 6. Group Services.

6.1 Definition. For the purposes of the Agreement, including this Section 6 of the Service Terms, the term “**Group Services**” means a STAYVIEW™ System feature that enables the Premises to provide different in-room television content and a different television power on experience based on room group designation so that only guests associated with an event see event-related information such as schedules, videos, slides, key note presentations and press events. Two Group Services channels are included for the Group Services fees specified on the Products & Fee Schedule in the Agreement, and additional channels can be provided at additional cost to Company or the Premises through a separate purchase order or a written amendment or addendum to the Agreement. A set of two templates with the Premises logo and background are included with the purchase of Group Services. Additional templates can be provided at additional cost through a separate purchase order or a written amendment or addendum to the Agreement. Please contact SONIFI for details. Room Number/Group Designations can be assigned through an automated integration with approved property management systems. Contact SONIFI for a current list of approved property management systems.

6.2 STAYVIEW System Required. The Group Services feature requires the purchase, activation and ongoing operation of the STAYVIEW System at the Premises.

6.3 Early Termination Fees. In the event Company breaches the Agreement for any reason, and SONIFI elects to terminate the Agreement, SONIFI shall be entitled to early termination fees equal to (a) 100% of any financing fees, including the Purchase Price of Equipment for iTV Content and Services, and 100% of any Term Discount and any SONIFI or third-party subsidy; and (b) 70% of the average of the previous 12-months’ iTV Fees and “Recurring Fees” specified in the Products & Fee Schedule in the Agreement and elsewhere in these Service Terms or as otherwise reasonably determined by SONIFI, multiplied by the number of months remaining in the then-current Term.

Section 7. À La Carte Add-On Features.

7.1 **Definitions.** For the purposes of the Agreement, including this Section 7 of the Service Terms and the Agreement, the words, terms and phrases, below, shall be given the following meanings:

- **“Account Review & Checkout”** means an application that enables guests to review charges to their room and to check out from the room through the television (dependent on property management system (PMS) capabilities) using the STAYVIEW™ System. If Guest Engagement Services, Guest Entertainment On Demand or SoniCast™ is selected, Account Review & Checkout is also available via a guest’s compatible mobile device using the STAYConnect® Mobile App.
- **“Guest Request”** means an application that enables guests to submit requests through an in-room television to the Premises work order management system. SONIFI will implement up to 50 Premises-provided request options during the initial configuration of the STAYVIEW™ System or the initial configuration of the Guest Request feature (if purchased after the Commencement Date) and these options can be edited by the Premises through the Customer Portal. Additional options can be added to the STAYVIEW System for an additional fee pursuant to a purchase order or a written amendment or addendum to the Agreement. Guest Request requires integration with the Newmarket Hotel Service Optimization System or any future SONIFI-supported Hotel Service Optimization System. Please contact SONIFI for a current list of supported systems and versions.
- **“In-Room Dining”** – means an application that enables guests to view in-room dining food and beverage items on their in-room television. Both a read-only (no interactive ordering) and an email solution are available with the In-Room Dining application. SONIFI will implement up to 60 separate Premises-provided menu items. Additional food and beverage items can be added to the STAYVIEW™ System for an additional fee pursuant to a purchase order or a written amendment or addendum to the Agreement. Food and beverage options that appear to guests on an in-room television can be entered and changed by the Premises through the Customer Portal. Company and the Premises are solely responsible for the content of all In-Room Dining menus, including without limitation pricing, and for the disclosure, collection, and remittance of all applicable taxes and fees. Company grants SONIFI a limited, non-exclusive, royalty-free licence to copy, modify, reproduce, display and publish all content it or the Premises provides to SONIFI for In Room Dining for the sole purpose of providing In Room Dining functionality under the Agreement.
- **“Happenings Channel”** – means a channel playing a continuous loop of up to twenty (20) minutes of custom hotel videos and/or slides. SONIFI will load up to three (3) slides or one (1) video for the initial Happenings Channel configuration. The Happenings Channel is editable by the Premises through the SONIFI Customer Portal. Additional content can be programmed for an addition fee pursuant to a purchase order or a written amendment or addendum to the Agreement. The Happenings Channel is editable by hotels through the Customer Portal. Company is solely responsible for obtaining all authorizations and releases, including distribution and through-to-the viewer licences and payment of associated fees, needed for Happenings Channel content it furnishes to SONIFI and represents and warrants that it has obtained all such authorizations and releases. Company grants SONIFI a limited, non-exclusive, royalty-free licence to copy, modify, reproduce, display and publish all content it or the Premises provides to SONIFI for the Happenings Channel for the sole purpose of providing one or more Happenings Channels under the Agreement.
- **“TV Installation Services”** means, in specified guest rooms and/or public space locations, SONIFI will remove and dispose of old televisions, if applicable, and install/configure new televisions. TV Installation Services include configuring SONIFI terminals and televisions settings as required to deliver purchased Services via the STAYVIEW™ System. SONIFI will place remote control devices in guest rooms.
- **“Planning & Design Services”** means SONIFI will perform a complete on-site survey of the Premises and produce written documentation on findings as well as detailed design specifications detailing work required to provide the Services selected by Company in accordance with SONIFI or manufacturer specifications.
- **“MATV Work (Excluding Installation of Amplifiers)”** means:
 - **Inspect and Test IDF/MATV System distribution locations** – Inspect each distribution location, ensure passive devices (splitters and taps) are functioning properly to deliver the

- required signal to guest room outlets. Ensure connectors are installed properly, free of corrosion and secure. Replace/repair as required. Verify all cables as needed;
 - **Balance existing broadband amplifiers only** – Ensure input and output signals are set up to manufacturer specifications. Adjust, equalize, label, and document settings;
 - **Test/Repair guest room TV outlets** – Test signal level at TV outlet, troubleshoot/repair up to 25% of TV outlets if signal readings are out of tolerance;
 - **Replace coax jumpers from wall to TV** – Provide up to 25% new RG-59 coax jumpers of the appropriate length with “compression” style connectors and replace any defective ones found during inspection. Leave remainder on site for Premises; and
 - **Inject, test and record TV outlet signal levels** – Document signal levels on lowest and highest design frequencies after completing the work in the guest room to ensure ample signal levels are obtained. Spot check digital MER signal levels to ensure HD channel stability.
- **MATV Work (Including Installation of Amplifiers)** means:
 - **Inspect and Test IDF/MATV distribution locations** – Inspect each distribution location, ensure passive devices (splitters and taps) are functioning properly to deliver the required signal to guestroom outlets, connectors are installed properly, free of corrosion and secure. Replace/repair as required. Verify all cables as needed;
 - **Install/Balance broadband amplifiers only** – Provide/install new amplifiers per manufacturer guidelines, as applicable, and ensure input and output signals of new and existing amplifiers are set up to manufacturer specifications. Adjust, equalize, label, and document settings;
 - **Test/Repair guestroom TV outlets** – Test signal level at TV outlet, troubleshoot/repair up to 25% of TV outlets if signal readings are out of tolerance;
 - **Replace coax jumpers from wall to TV** – Provide up to 25% new RG-59 coax jumpers of the appropriate length with “compression” style connectors and replace any defective ones found during inspection. Leave remainder on site for Premises; and
 - **Inject, test and record TV outlet signal levels** – Document signal levels on lowest and highest design frequencies after completing room to ensure ample signal levels are obtained. Spot check digital MER signal levels to ensure HD channel stability.
- **Custom MATV Work** means a custom MATV System, Premises Network Infrastructure or CNS scope of work and written agreement derived from results of a site evaluation or an on-site survey, if performed.

7.2 Additional Creative Services. At the Premises’ request and upon execution of a separate written agreement or purchase order, Company may pay on a per hour basis for additional creative services beyond the initial configuration of Services specified in the Agreement and described in these Service Terms. If such additional creative services are purchased as of the Effective Date of the Agreement, then the Premises shall deliver to SONIFI all necessary and appropriate assets delineated in the Agreement and these Service Terms within 90 days of the Effective Date. Otherwise, the Premises shall deliver all necessary and appropriate assets to SONIFI as described in the applicable written agreement or purchase order.

7.3 STAYVIEW System Required. All a la carte Services delineated in this Section 7 and specified in the Products & Fee Schedule of the Agreement require the purchase, activation and ongoing operation of the STAYVIEW™ System at the Premises. If Company and/or the Premises is given Customer Portal access pursuant to this Agreement, then Company and the Premises are solely responsible for maintaining the security and accuracy of their Customer Portal login credentials and are liable for all actions taken utilizing their respective login credentials.

7.4 Early Termination Fee. In the event Company breaches the Agreement for any reason, and SONIFI elects to terminate the Agreement, SONIFI shall be entitled to early termination fees equal to (a) 100% of any financing fees, including the Purchase Price of Equipment for iTV Content and Services, and 100% of any Term discount and any SONIFI or third-party subsidy; and (b) 70% of the average of the previous 12-months’ iTV Fees and “Recurring Fees” specified in the Products & Fee Schedule in the Agreement and elsewhere in these Service Terms or as otherwise reasonably determined by SONIFI, multiplied by the number of months remaining in the then-current Term.

Section 8. Configured Core STAYVIEW System.

8.1 Standard STAYVIEW System Services. The basic STAYVIEW System includes only (a) installation and configuration of the STAYVIEW System at the Premises as described in the SOW and (b) the following features and capabilities expressly set forth in this Section 8:

8.1.1 **“Welcome Channel”** – the power-on channel containing video content which runs in a continuous loop. This channel is programmed and published by SONIFI and includes time/date/temperature reading;

8.1.2 **“Main Menu Capability”** – an interactive interface that is displayed by pressing “MENU” on a SONIFI remote control. It enables guests to access STAYVIEW System services and information and includes a video in window space. This menu is programmed and published by SONIFI and is only configured when needed to deliver a specific Service (for example, when Guest Engagement Services, Guest Entertainment On Demand, and/or a mix of applications are selected by Company);

8.1.3 **Multilingual Support** – a STAYVIEW System feature that enables the display of navigational text in a language other than English. The STAYVIEW System initially will be configured in a single language of the Company’s choice. Standard languages include English, French, Spanish and Japanese. Other languages are available for additional charges and can be added pursuant to a separate purchase order or written amendment or addendum to the Agreement. Please contact SONIFI for details; and

8.1.4 **“STAYConnect® Mobile App”** – SONIFI’s mobile iOS or Android™ application that enables guests to connect their compatible mobile device to a specific television, interact with that television, and view certain Premises information and services. Availability and functionality of the application and services depend on the mobile device utilized by a guest and on the specific SONIFI Services selected and purchased by Company for the Premises.

8.1.4.1 The following functionality is included as part of the basic STAYVIEW System only if Company has purchased and/or licenced Guest Engagement Services, SoniCast™ and/or Guest Entertainment On Demand:

- **TV Controls** – The ability to control an enabled television through a compatible mobile device after connecting to the television. Includes ability to change volume, power on and off, view channels and programming information, and tune to a particular channel. Features vary by mobile platform and guest device (e.g., Android, iOS, etc.); and

8.1.4.2 The following functionality is included as part of the basic STAYVIEW System only if Company has elected to receive Guest Entertainment On Demand:

- **On Demand Ordering** – Permits guests to use their compatible mobile device to view what on demand content is available after connecting to an enabled television and to select and purchase specific video programming over the STAYVIEW System. Content will play back on the in-room television and guests have the ability to pause, play, and fast forward/rewind via the mobile application. Guest Entertainment On Demand purchases made using the STAYVIEW STAYConnect Mobile App will appear on a guest’s folio.

Additional Services may be added to the basic STAYVIEW System solely through the incorporation of additional exhibits, schedules, appendices or addenda as of the Effective Date or by mutual written agreement of the Parties thereafter. The Purchase Price for purposes of the Agreement includes the installation, configuration, set-up and activation of the basic STAYVIEW System as described in the SOW and in these Service Terms.

8.2 STAYVIEW System Required. The basic STAYVIEW System described in this Section 8 of the Service Terms must be purchased, installed, activated and continuously operated at the Premises in order to receive any additional Services.

8.3 Early Termination Fees. In the event Company breaches the Agreement for any reason, and SONIFI elects to terminate the Agreement, SONIFI shall be entitled to early termination fees equal to (a) 100% of any financing fees, including the Purchase Price of the STAYVIEW System, and 100% of any Term Discount and any SONIFI or third-party subsidy; and (b) 70% of the average of the previous 12-months' iTV Fees and "Recurring Fees" specified in the Products & Fee Schedule in the Agreement and elsewhere in these Service Terms, including without limitation these Service Terms, or as otherwise reasonably determined by SONIFI, multiplied by the number of months remaining in the then-current Term.