

# SONIFI SYSTEM LIMITED WARRANTY, MAINTENANCE AND SUPPORT

These SONIFI System Limited Warranty, Maintenance and Support terms and conditions (collectively, the “**SONIFI Limited Warranty**”) are incorporated into and made a part of the SONIFI SORA™ Agreement and the SONIFI STAYCAST® Agreement, as applicable, entered into by and between the Parties. Capitalized terms used but not defined in this SONIFI Limited Warranty shall be given the meaning ascribed to them in the SONIFI STAYCAST Agreement (if signed by both Parties), the body of the SONIFI SORA Agreement, the Service Terms, the SORA™ and STAYCAST® Non-Exclusive Software License Terms and the SOW, and if not defined therein, words shall be given the meaning set forth in applicable laws and regulations, and if not defined therein, words shall be given their common and ordinary meaning.

SONIFI’s sole and exclusive obligations to warrant, service, support, repair and maintain the SORA System and the STAYCAST Platform (if both Parties have signed a SONIFI STAYCAST Agreement) are set forth in this SONIFI Limited Warranty.

## 1. **SONIFI Limited Warranty, Maintenance and Support.**

1.1 **Limited Warranty for Headend Equipment and Licensed Software.** Subject to Company’s timely payment of all fees, charges and other amounts specified in the Products & Fee Schedule of the SONIFI SORA Agreement and the SONIFI STAYCAST Agreement (if applicable), SONIFI warrants: (a) that all Headend Equipment (i) that is purchased from SONIFI or an Approved Third-Party Financing Company, if any, and (ii) that is installed at the Premises by SONIFI personnel as part of the SORA System shall be free from defects in materials and workmanship during the Initial Term of the SONIFI SORA Agreement; and (b) that any Licensed Software installed on, embedded into, incorporated within, or used in connection with Headend Equipment will substantially conform to any published Documentation during the Initial Term of the SONIFI SORA Agreement. The limited warranty period specified in this Subsection 1.1 applicable to the Headend Equipment and Licensed Software is referred to herein as the “**Headend Equipment Limited Warranty Period**”.

1.2 **Limited Warranty for In-Room Equipment.** Subject to Company’s timely payment of all fees, charges and other amounts specified in the Products & Fee Schedule of the SONIFI SORA Agreement and the SONIFI STAYCAST Agreement (if applicable), SONIFI warrants that all In-Room Equipment (excluding Licensed Software) shall be free from defects in materials and workmanship for a period of twelve (12) consecutive calendar months immediately following the Commencement Date specified in the SONIFI SORA Agreement (the “**In-Room Equipment Limited Warranty Period**”), subject to Section 6 of this SONIFI Limited Warranty. **UNLESS OTHERWISE EXPRESSLY STATED IN THIS SONIFI LIMITED WARRANTY, THE LICENSED SOFTWARE TERMS, THE SONIFI SORA AGREEMENT OR THE SONIFI STAYCAST AGREEMENT (IF APPLICABLE), SONIFI IS NOT RESPONSIBLE FOR ANY DEFECTS, BUGS, ERRORS, DEFICIENCIES OR VULNERABILITIES IN LICENSED SOFTWARE INSTALLED ON, EMBEDDED INTO, INCORPORATED WITHIN OR USED IN CONNECTION WITH IN-ROOM EQUIPMENT, AND SONIFI DOES NOT PROVIDE AND HEREBY DISCLAIMS ANY EXPRESS, IMPLIED OR STATUTORY WARRANTY WITH RESPECT TO SUCH LICENSED SOFTWARE.**

1.3 **Limited Warranty Period.** The In-Room Equipment Limited Warranty Period and the Headend Equipment Limited Warranty Period are collectively referred to in this SONIFI Limited Warranty as the “**Limited Warranty Period**”.

## 2. **SONIFI Limited Warranty Remedies.**

2.1 **Notification of Possible Nonconformity.** Upon receiving notification of a problem with the Covered Equipment (defined in Section 7) or Licensed Software (defined in Section 7), either through remote monitoring, a telephone call or e-mail from Company or another reporting method SONIFI makes available to Company, SONIFI will begin diagnosis of the cause of the problem as soon as reasonably possible, taking into consideration the availability of service personnel and the existence of a Force Majeure Event. When possible, the diagnosis and/or repair will be completed by the TAC without SONIFI service personnel being dispatched to the Premises. Additionally, SONIFI, if technically feasible and commercially reasonable to do so, will provide the Company’s designated employee or representative with the information necessary to resolve the problem.

2.2 **In-Room Equipment.** In the event SONIFI determines that a problem is associated with the In-Room Equipment during the In-Room Equipment Limited Warranty Period, SONIFI, in its sole discretion, (a) will remotely install Updates on the In-Room Equipment, at no additional charge to Company, if SONIFI concludes the problem is software-related and Updates eliminating or mitigating the problem are commercially available to SONIFI from the applicable In-Room Equipment manufacturer, supplier or licensor, or (b) will provide replacements for the affected In-Room Equipment at no additional charge to Company if Company complies with reasonable requirements for testing and return of the affected hardware as may be established and modified by SONIFI from time to time. SONIFI’s obligations under this Subsection 2.2 with respect to In-Room Equipment are limited to installing Updates, if commercially available to SONIFI from the applicable In-Room Equipment manufacturer, supplier or licensor, or sending necessary In-Room Equipment replacements to the Premises. Should SONIFI determine in its sole discretion that In-Room Equipment (including Licensed Software) returned under warranty is in good operating condition or functioning in accordance with applicable specifications or Documentation, SONIFI may charge Company for shipping the In-Room Equipment at issue back to the Premises and may bill Company for any replacement In-Room Equipment provided to the Premises, and associated shipping, handling and freight costs. Company personnel are solely responsible for actual physical installation and configuration of replacement In-Room Equipment at the Premises.

2.3 **Headend Equipment and Licensed Software on Headend Equipment.** If SONIFI, in its sole discretion, determines a reported problem with Headend Equipment or Licensed Software installed on, stored on or embedded in the Headend Equipment is attributable to (a) a defect in materials or workmanship in the Headend Equipment during the Headend Equipment Limited Warranty Period or (b) a defect in the Licensed Software that prevents it from substantially conforming to any published Documentation during the Headend Equipment Limited Warranty Period, and an on-site visit is required, SONIFI will dispatch service personnel to begin correcting the problem as soon as reasonably possible taking into consideration the availability of service personnel, other contractual commitments and/or the existence of a Force Majeure Event. Company shall provide SONIFI’s service personnel with full access to the Headend Equipment and the Licensed Software, upon request. After inspecting the Headend Equipment and/or Licensed Software, SONIFI shall confirm whether or not the reported problem is the result of a defect in materials or workmanship in the Headend Equipment and/or a defect in the Licensed Software installed on, stored on or embedded in the Headend Equipment that prevents it from substantially conforming to any published Documentation. If the reported problem is attributable to a defect in materials or workmanship in the Headend Equipment and/or a defect in the Licensed Software installed on, stored on or embedded in the Headend Equipment that prevents it from substantially conforming to any published Documentation, and the problem was reported to TAC or discovered by SONIFI within the Headend Equipment Limited Warranty Period, SONIFI, in its sole discretion, shall repair or replace the defective part or Headend Equipment with an identical or comparable part or piece of equipment that may be new or refurbished, at no additional cost to Company or, in the

## SONIFI SYSTEM LIMITED WARRANTY, MAINTENANCE AND SUPPORT

case of the Licensed Software, correct or mitigate the defect through an Update so that the Licensed Software substantially conforms with any published Documentation, in each instance, at no additional charge to Company. If, during the Headend Equipment Limited Warranty Period, SONIFI determines, after performing an on-site inspection, that a reported problem is not due to a defect in materials or workmanship in the Headend Equipment or a defect in the Licensed Software installed on, stored on or embedded in the Headend Equipment that prevents it from substantially conforming to any published Documentation, Company shall be charged for labor at SONIFI's rate(s) set forth on the most current SONIFI Rate Card, available upon request to SONIFI at [salesclientserv@sonifi.com](mailto:salesclientserv@sonifi.com) or as made available at [www.sonifi.com](http://www.sonifi.com), plus (i) the cost of parts, components and other materials, (ii) the trip charge specified on the most current Rate Card, (iii) parking fees and tolls and (iv) applicable taxes, shipping, handling and freight.

3. **On-Site Work Not Specifically Covered by a SONIFI Limited Warranty.** For any problem with the Headend Equipment and/or the Licensed Software installed on, stored on or embedded in the Headend Equipment that is reported to TAC or discovered by SONIFI after the expiration of the Headend Equipment Limited Warranty Period for which SONIFI dispatches service personnel to the Premises, for any problem with In-Room Equipment (including Licensed Software) for which SONIFI dispatches service personnel to the Premises at any time, for any problem with hardware, parts or software that is not expressly warranted by SONIFI under this SONIFI Limited Warranty for which SONIFI dispatches service personnel to the Premises, for any on-site service call requested by Company after the expiration of the applicable Limited Warranty Period for which SONIFI dispatches service personnel to the Premises, for all MATV Work performed by SONIFI personnel or contractors (unless included in the SONIFI SORA Agreement), and for all work performed by SONIFI or its contractors on any other equipment, software and facilities not explicitly covered by a warranty or other SONIFI obligation expressly set forth in this SONIFI Limited Warranty, Company shall be charged for labor at SONIFI's rate(s) set forth on the most current SONIFI Rate Card available upon request to SONIFI at [salesclientserv@sonifi.com](mailto:salesclientserv@sonifi.com) or as made available at [www.sonifi.com](http://www.sonifi.com), plus (i) the cost of parts, components and other materials (if not covered under this SONIFI Limited Warranty), (ii) the trip charge specified on the Rate Card, (iii) parking fees and tolls and (iv) applicable taxes, shipping, handling and freight. In no event shall SONIFI be obligated to dispatch service personnel to the Premises for a problem that is not the result of a failure of or a defect in Covered Equipment or Licensed Software, regardless of whether such problem is discovered or reported during or after the applicable Limited Warranty Period.

### 4. **Service, Support and Maintenance Limitations.**

4.1 **Service, Support and Maintenance After the Applicable Limited Warranty Period.** Except as otherwise expressly stated in this Subsection 4.1, SONIFI's maintenance, support, service, repair and limited warranty obligations set forth in this SONIFI Limited Warranty end immediately after the applicable Limited Warranty Period expires. After the expiration of the applicable Limited Warranty Period, and subject to Company's timely and complete payment of all fees and charges owed to SONIFI under the SONIFI SORA Agreement and the SONIFI STAYCAST Agreement (if applicable), SONIFI will continue (a) to remotely monitor the Licensed Software, the Headend Equipment and the In-Room Equipment (i) it or an Approved Third-Party Financing Company has sold or licensed to Company and (ii) SONIFI personnel have installed at the Premises, as specified in Subsection 5.2 of this SONIFI Limited Warranty, (b) to make telephone support, e-mail support, and any other method of support SONIFI may establish and generally make commercially available from time to time in its sole discretion, available to Company, using reasonably available means, as specified in Subsection 5.3 of this SONIFI Limited Warranty, (c) to send In-Room Equipment replacements to the Premises for installation and configuration by Company personnel in accordance with Subsection 2.2 of this SONIFI Limited Warranty, subject to Company's payment of applicable fees, charges and costs, (d) to remotely install Updates commercially available to SONIFI from the applicable In-Room Equipment manufacturer, supplier or licensor on In-Room Equipment, subject to Company's payment of applicable fees, charges and costs, and (e) to investigate problems with the Headend Equipment, the In-Room Equipment and Licensed Software, as applicable, upon receiving notification through remote monitoring or from the Company via telephone calls, e-mails or other authorized communications to the TAC. When possible, the diagnosis and/or repair of a problem will be completed by TAC without SONIFI service personnel being dispatched to the Premises. Additionally, SONIFI, if technically feasible and commercially reasonable to do so, will provide the Company's designated employee or representative with the information necessary to diagnose and resolve the problem. If SONIFI determines, in its sole discretion, that an on-site visit is necessary to effect a repair, correction, replacement or Update, SONIFI, in its sole discretion, may dispatch service personnel to begin the resolution of the problem as soon as possible taking into consideration the availability of service personnel, other contractual commitments and/or the existence of a Force Majeure Event. Company shall provide SONIFI's service personnel with full access to the Headend Equipment, the In-Room Equipment and Licensed Software, upon request. For all on-site visits/on-site service calls and Updates performed after the expiration of the applicable Limited Warranty Period and for all In-Room Equipment replacements provided to Company after the expiration of the applicable In-Room Equipment Limited Warranty Period, Company shall be charged for labor at SONIFI's rate(s) set forth on the most recent SONIFI Rate Card available upon request to SONIFI at [salesclientserv@sonifi.com](mailto:salesclientserv@sonifi.com) or as made available at [www.sonifi.com](http://www.sonifi.com), plus (i) the cost of parts, components and other materials, (ii) the trip charge specified on the Rate Card, (iii) parking fees and tolls and (iv) applicable taxes, shipping, handling and freight.

4.2 **Warranty Disclaimers.** EXCEPT AS EXPLICITLY STATED IN THIS SONIFI LIMITED WARRANTY OR ELSEWHERE IN THE SONIFI SORA AGREEMENT, SONIFI DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ALL REPRESENTATIONS, COVENANTS, GUARANTEES AND WARRANTIES OF ANY KIND, STATUTORY, EXPRESS OR IMPLIED, WITH RESPECT TO THE HEADEND EQUIPMENT, IN-ROOM EQUIPMENT, LICENSED SOFTWARE, DOCUMENTATION AND ASSOCIATED SERVICES, INCLUDING WITHOUT LIMITATION ANY EXPRESS OR IMPLIED REPRESENTATION, COVENANT, GUARANTEE OR WARRANTY: (A) OF CONDITION, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT; (B) ARISING BY USAGE OR TRADE PRACTICES, COURSE OF DEALING OR COURSE OF PERFORMANCE; (C) THAT THE HEADEND EQUIPMENT, THE IN-ROOM EQUIPMENT, THE LICENSED SOFTWARE, THE DOCUMENTATION AND ASSOCIATED SERVICES WILL BE ERROR FREE, UNINTERRUPTED, SECURE FROM THIRD PARTY ATTACK OR FREE OF VIRUSES, BUGS, WORMS, TROJAN HORSES, MALWARE, CANCELBOTS OR OTHER MALICIOUS CODE; (D) THAT FUNCTIONS AND FEATURES CONTAINED IN THE HEADEND EQUIPMENT, THE IN-ROOM EQUIPMENT, THE DOCUMENTATION OR THE LICENSED SOFTWARE WILL MEET COMPANY'S OR ITS GUESTS', EMPLOYEES' AND INVITEES' NEEDS, REQUIREMENTS OR EXPECTATIONS; AND (E) THAT THE HEADEND EQUIPMENT, THE IN-ROOM EQUIPMENT, THE LICENSED SOFTWARE, THE DOCUMENTATION AND ASSOCIATED SERVICES ARE FREE FROM DEFECTS, FIT TO BE SOLD, WILL PERFORM IN A PARTICULAR MANNER OR SPEED OR TO A PARTICULAR

## SONIFI SYSTEM LIMITED WARRANTY, MAINTENANCE AND SUPPORT

**STANDARD OR ANY QUALITY OF SERVICE. IMPORTANT: DO NOT OPEN OR TAMPER WITH ANY OF THE HEADEND EQUIPMENT OR IN-ROOM EQUIPMENT. OPENING OR TAMPERING WITH A COMPONENT OF THE HEADEND EQUIPMENT OR IN-ROOM EQUIPMENT MAY CAUSE DAMAGE THAT IS NOT COVERED BY THE SONIFI LIMITED WARRANTY OR MAY CAUSE THE HEADEND EQUIPMENT OR IN-ROOM EQUIPMENT TO STOP FUNCTIONING.** The specific limited warranties set forth in this SONIFI Limited Warranty do not apply to damage or failure to Covered Equipment or inability to perform resulting from Company's failure (i) to comply with the SONIFI SORA Agreement (including the SOW and the Service Terms) and the SONIFI STAYCAST Agreement (if applicable) or (ii) to follow Documentation or oral or written instructions from SONIFI personnel or the applicable hardware manufacturer, hardware supplier, software developer or software publisher pertaining to the Headend Equipment, In-Room Equipment, Licensed Software and/or Updates. Unless otherwise expressly stated in the SORA Agreement or the STAYCAST Agreement (if applicable), this SONIFI Limited Warranty sets forth Company's sole and exclusive remedies in the event of a breach of warranty herein during the applicable Limited Warranty Period.

### 5. **General Maintenance and Support Terms.**

5.1 **Replacement Hardware, Parts and Materials.** SONIFI, in its sole discretion, may use new or refurbished parts, materials or equipment to source and provide Covered Equipment replacements and to perform repairs and maintenance of the Covered Equipment.

5.2 **Remote Monitoring.** SONIFI shall use reasonably available means to remotely monitor the Headend Equipment, the In-Room Equipment and the Licensed Software for technical and performance issues during the Term, provided Company complies with its payment obligations to SONIFI and its obligation to furnish at no cost to SONIFI an adequate Internet connection as specified in the SONIFI SORA Agreement.

5.3 **Telephone and E-Mail Support.** During the Term, SONIFI shall use reasonably available means to furnish 24x7x365 technical support to Company via telephone, e-mail and any other reporting methods SONIFI may establish from time to time, in its sole discretion, regarding Headend Equipment, In-Room Equipment and Licensed Software, subject (a) to Company's timely and complete payment of all fees, charges and costs owed to SONIFI, (b) to the limitations and exclusions in this SONIFI Limited Warranty and (c) to Force Majeure Events that interrupt telephone service, e-mail service or other communications services used for technical support. SONIFI shall provide a toll-free telephone number, e-mail address and any other applicable contact information to Company for Headend Equipment, In-Room Equipment and Licensed Software technical support, which number, address or information shall enable Company to contact the TAC. If a technical or performance-related problem with the Headend Equipment, In-Room Equipment and/or Licensed Software is identified by Company, Company shall contact the TAC via the toll-free telephone number, e-mail address or any other reporting mechanism made available to Company for this purpose within twelve (12) hours of discovering the problem. TAC support is available to Company during the Term, subject to Company's timely payment of all fees, costs and charges set forth in the SONIFI SORA Agreement and the SONIFI STAYCAST Agreement (if applicable) and Company's compliance with its other obligations under the SONIFI SORA Agreement, the SONIFI STAYCAST Agreement (if applicable) and this SONIFI Limited Warranty. Notwithstanding anything to the contrary in this SONIFI Limited Warranty, the Licensed Software Terms, the SOW, the Service Terms, the SONIFI STAYCAST Agreement (if applicable) or the body of the SONIFI SORA Agreement, for all e-mails or telephone calls to the TAC at any time that are outside the scope of or not covered by SONIFI's limited warranties and express maintenance, service and support obligations herein or elsewhere in the SONIFI SORA Agreement or the SONIFI STAYCAST Agreement (if applicable), SONIFI, in its sole discretion, may provide telephone or e-mail support to Company on a time and materials basis for the fees and charges set forth on the most current SONIFI Rate Card, available upon request to SONIFI at [salesclientserv@sonifi.com](mailto:salesclientserv@sonifi.com) or as made available at [www.sonifi.com](http://www.sonifi.com).

5.4 **Licensed Software Updates.** During the applicable Limited Warranty Period, SONIFI shall provide Updates to Company, at no additional charge to Company, at approximately the same time SONIFI makes such Updates generally and commercially available to its other licensees, subject to any equipment compatibility requirements, the commercial availability of Updates from applicable hardware manufacturers and suppliers or their licensors, and Company's compliance with its contractual commitments to SONIFI. SONIFI shall provide Updates to Company after the applicable Limited Warranty Period has expired, subject to the commercial availability of Updates from applicable hardware manufacturers and suppliers or their licensors, at SONIFI's then current rate(s) set forth on the most recent SONIFI Rate Card available upon request to SONIFI at [salesclientserv@sonifi.com](mailto:salesclientserv@sonifi.com) or as made available at [www.sonifi.com](http://www.sonifi.com), plus (i) the cost of parts, components and other materials, (ii) the trip charge specified on the Rate Card, (iii) parking fees and tolls and (iv) applicable taxes, shipping, handling and freight.

5.5 **Force Majeure Event.** During a Force Majeure Event, SONIFI is not liable to Company for any failure to comply or delay in complying with one or more terms, conditions, obligations, warranties and/or covenants set forth in this SONIFI Limited Warranty. SONIFI shall promptly notify Company if a Force Majeure Event occurs. SONIFI's performance or deadline for compliance will be extended on a day-to-day basis for the period of time equal to that of the underlying Force Majeure Event.

5.6 **Limitations and Exclusions.** Notwithstanding anything to the contrary in this SONIFI Limited Warranty, SONIFI has no obligation to perform any work, warranty service, Update, support, repair, replacement or maintenance associated with Equipment (including Covered Equipment), Documentation and Licensed Software, to the extent that SONIFI determines that a problem or failure is directly or indirectly caused by: (a) the acts or omissions of Company or its owners, partners, members, directors, officers, employees, agents, contractors, affiliates, guests or invitees, regardless of whether such acts or omissions are intentional, reckless, or negligent; (b) vandalism, theft or willful or negligent acts or omissions of Company, or any of its owners, partners, members, directors, officers, employees, agents, contractors, affiliates, guests or invitees; (c) Company's failure to perform its obligations hereunder, including but not limited to following the site specifications in the SOW; (d) Premises renovations; (e) acts or omissions of third parties (other than SONIFI contractors or sub-contractors performing work under the SONIFI SORA Agreement or the SONIFI STAYCAST Agreement (if applicable) on SONIFI's behalf); (f) changes in Company vendors or other Company agents, including without limitation any and all changes to Company's Internet service and/or Internet circuit provider(s); (g) equipment, components, parts or software, such as televisions or Internet routers, purchased or licensed from or installed by any person or entity other than SONIFI, SONIFI contractors, SONIFI sub-contractors or an Approved Third-Party Financing Company; (h) misuse; (i) accidental damage, including but not limited to, contact with liquid, extreme heat, or foreign material; (j) limitations of technology; (k) modification, adjustment or alteration of any part of the Headend Equipment, the In-Room Equipment, the Documentation or the Licensed Software without SONIFI's authorization; (l) unauthorized opening of or tampering with the Headend Equipment or the In-Room Equipment (including, by way of example and not limitation, any attempt to defeat a technical limitation or anti-piracy mechanism); (m) cosmetic damage to the Headend Equipment or the In-Room Equipment; (n) unreasonable or unapproved use or any use or installation inconsistent with Documentation and instruction; (o) use of parts or peripherals not recommended or approved by SONIFI; (p) damage caused by servicing not authorized by SONIFI; (q) damage caused by computer or Internet

## SONIFI SYSTEM LIMITED WARRANTY, MAINTENANCE AND SUPPORT

viruses, bugs, worms, Trojan horses, malware, cancelbots or other malicious code; (r) cable cuts caused by third parties, the Company and/or its owners, partners, members, directors, officers, employees, agents, contractors, affiliates, guests or invitees; (s) single-room issues or problems with Equipment (including Covered Equipment) or Licensed Software; (t) changes in Company equipment at the Premises, such as televisions or the property management system; (u) any damage, problem or defect caused by Company's movement or replacement of televisions or terminal devices; (v) firmware updates for Internet routers, wireless access points, televisions, and set-top boxes or set-back devices that are not In-Room Equipment; (w) any damage, problem, defect, Equipment modification, Equipment upgrade or hardware addition necessitated or caused by Company's remodeling, reduction or addition of guest rooms; (x) repair and programming of remote-control devices, including without limitation, battery replacement; (y) changes to Company's or the Premises' name; (z) failure of Company owners, partners, members, directors, officers, employees, agents, contractors and/or subcontractors to communicate with and follow the instructions of TAC and SONIFI service personnel; (aa) public area televisions and related video programming and content; (bb) verifying high-speed Internet access data transmission availability and data speed, and all labor and parts for high-speed Internet access hardware; (cc) any damage, problem, defect or modification to Equipment or any Equipment upgrade or hardware addition, in any case, caused by Internet circuit conversions at the Premises; or (dd) a Force Majeure Event. If Company requests and SONIFI elects, in its sole discretion, to provide maintenance and/or support services required due to any of the aforementioned instances, Company shall promptly reimburse SONIFI for all labor and travel expenses at SONIFI's rate(s) set forth in the most recent SONIFI Rate Card available from [salesclientserv@sonifi.com](mailto:salesclientserv@sonifi.com) or as made available at [www.sonifi.com](http://www.sonifi.com), plus all equipment, part and component costs, all travel and parking costs, and all applicable taxes, fees, freight, handling and shipping costs.

**5.7 Charges for Maintenance and Support.** Except as otherwise expressly specified in this SONIFI Limited Warranty or elsewhere in the SONIFI SORA Agreement or the SONIFI STAYCAST Agreement (if applicable), for all work, repairs, service, hardware replacements, Updates and maintenance performed by SONIFI personnel or SONIFI contractors on the Headend Equipment, the In-Room Equipment and/or the Licensed Software, Company shall be charged for labor at SONIFI's rate(s) set forth on the most recent SONIFI Rate Card available from [salesclientserv@sonifi.com](mailto:salesclientserv@sonifi.com) or as made available at [www.sonifi.com](http://www.sonifi.com), plus (i) the cost of equipment, components, parts and other materials (including freight, handling and shipping costs), (ii) the trip charge specified on the Rate Card, (iii) tolls and parking fees and (iv) applicable taxes. The Parties agree that SONIFI may unilaterally update its Rate Card(s) at any time during the Term. Copies of SONIFI Rate Cards may be obtained from [salesclientserv@sonifi.com](mailto:salesclientserv@sonifi.com).

**5.8 Non-Payment of Fees.** SONIFI is not obligated to perform or to endeavor to perform any Update, Equipment repair or Equipment replacement, to provide TAC support by telephone or e-mail, or to correct or mitigate any failure, defect or error in Equipment or Licensed Software that occurs during a month in which Company has a past due undisputed amount owed to SONIFI that is more than sixty (60) days past due, regardless of whether or not the applicable Limited Warranty Period is still in effect.

**5.9 Scope of Service and Support.** SONIFI's obligations under this SONIFI Limited Warranty do not apply to Internet circuits, wireless access points, Internet routers, the MATV System, the Premises Network Infrastructure and the CNS located in the Premises, and problems or issues solely related to Internet circuits, wireless access points, Internet routers, the MATV System, the Premises Network Infrastructure or the CNS.

**6. Pre-Existing Equipment.** If prior to the Effective Date of the SONIFI SORA Agreement Company has purchased and installed a STAYCAST<sup>®</sup> Network Controller ("SNC") at the Premises pursuant to a separate SONIFI STAYCAST Agreement entered into by and between the Parties (the "**Pre-Existing STAYCAST Agreement**"), that SNC will be deactivated and deinstalled and replaced with a VMC (defined in the SOW) under the SONIFI SORA Agreement. SONIFI's warranty, maintenance, repair, replacement and support obligations for the VMC will be governed solely by this SONIFI Limited Warranty. SONIFI's warranty, maintenance, repair, replacement and support obligations for all STAYCAST Equipment (as defined in the Pre-Existing STAYCAST Agreement) purchased by Company and installed at the Premises prior to the Effective Date of the SONIFI SORA Agreement, and all replacement STAYCAST Equipment purchased by Company or installed at the Premises after the Effective Date of the SONIFI SORA Agreement, will be governed solely by the applicable terms, conditions, warranties, limitations, restrictions and exclusions in the Pre-Existing STAYCAST Agreement even if such STAYCAST Equipment is defined as In-Room Equipment in this SONIFI Limited Warranty.

## 7. Definitions.

**7.1 "Covered Equipment"** means all Headend Equipment and all In-Room Equipment, in each case, sold by SONIFI or an Approved Third-Party Financing Company to Company pursuant to the SONIFI SORA Agreement and installed at the Premises by SONIFI personnel or SONIFI contractors as part of the SORA System. Equipment is only Covered Equipment during the applicable Limited Warranty Period. Covered Equipment does not include satellite dishes and other signal reception devices.

**7.2 "Headend Equipment"** has the meaning set forth in the SOW.

**7.3 "In-Room Equipment"** means, collectively, all set-top devices, set-back devices, Wi-Fi terminals, Chromecast devices, Ethernet adapters (if installed with Chromecast devices), security enclosures and anti-theft cabling (i) that are purchased from SONIFI or an Approved Third-Party Financing Company, if any, pursuant to the SONIFI SORA Agreement for use in authorized areas of the Premises and (ii) that are installed in one or more guest rooms at the Premises by SONIFI personnel or SONIFI contractors as part of the SORA System. In-Room Equipment does not include televisions, television mounting hardware, remote-control devices, wireless access points, routers and any and all software and firmware installed on, stored on or embedded in wireless access points, routers, televisions and remote-control devices.

**7.4 "Licensed Software"** has the meaning set forth in the SORA<sup>™</sup> and STAYCAST<sup>®</sup> Non-Exclusive Software License Terms.

**7.5 "TAC"** means SONIFI's Technical Assistance Center.

**7.6 "Updates"** means updates, bug fixes, patches, error corrections and upgrades to the Licensed Software authored, provided to Company or made commercially available to Company by SONIFI or its licensors.