

SORA™ AND STAYCAST® NON-EXCLUSIVE SOFTWARE LICENSE TERMS

The following SORA™ and STAYCAST® Non-Exclusive Software License Terms (“**Licensed Software Terms**”) govern Company’s use of the Licensed Software (defined below). Capitalized terms not defined herein shall have the meanings given such terms in the SORA Agreement (including the Service Terms, the Free-to-Guest Programming Appendix, the SONIFI Limited Warranty and the SOW) and the SONIFI STAYCAST Agreement (if signed by both Parties). In the event of an irreconcilable conflict between the terms and conditions of these Licensed Software Terms and the terms and conditions in the body of the SONIFI SORA Agreement, the SONIFI STAYCAST Agreement (if applicable), the Service Terms, the SONIFI Limited Warranty or any exhibits, schedules, appendices, addenda or attachments to the body of the SONIFI SORA Agreement, the SONIFI STAYCAST Agreement or the Service Terms, these Licensed Software Terms shall prevail.

1. DEFINITIONS

1.1 “Agreement” means the SONIFI SORA™ Agreement entered into by and between SONIFI and Company, as amended, restated, supplemented or otherwise modified from time to time. If the Parties have entered to a binding SONIFI SORA Agreement and a binding SONIFI STAYCAST Agreement concurrently, the term “Agreement” includes both the SONIFI SORA Agreement and the SONIFI STAYCAST Agreement, as each may be amended, restated, supplemented or modified from time to time.

1.2 “Documentation” means any user manuals, technical specifications, training materials or other documentation, regardless of format (e.g., .pdf file, web-based resources, etc.), generally made available by SONIFI or its licensors to SONIFI’s customers with regard to the Licensed Software.

1.3 “Licensed Software” means the object code versions of all operating, application, digital rights management and encryption software owned or licensed by SONIFI or owned or licensed by third parties installed on, embedded into, incorporated within or used in connection with the Headend Equipment, the In-Room Equipment and any and all FTG Equipment, including without limitation Third-Party Code (defined in Subsection 7.1), any extracts from such software, derivative works, updates, upgrades, bug fixes and error corrections of such software or collective works constituting such software (such as subsequent releases), in each case, to the extent provided to or accessible to Company or used on Company’s or SONIFI’s behalf for performance under the Agreement. Licensed Software does not include software or firmware installed on, embedded into or incorporated within televisions, monitors, or remote-control devices. Some FTG Equipment sold and installed as Headend Equipment incorporates software which is owned by DirecTV, LLC (“**DirecTV**”) or its third-party licensors and third-party suppliers (collectively, the “**DTV Software**”). Chromecast devices sold and installed as In-Room Equipment incorporate software which is owned by Google, Inc. or its affiliates and subsidiaries (collectively, “**Google**”) or its third-party licensors and third-party suppliers (collectively, the “**Google Software**”). Certain set-top boxes and set-back devices sold or installed as In-Room Equipment, other than Chromecast devices, may incorporate software owned by the applicable hardware manufacturer and its third-party licensors and third-party suppliers (collectively, “**In-Room Equipment Software**”). Google Software and DTV Software are not In-Room Equipment Software.

1.4 “Open Source Software” means any software or software component, module or package that contains, or is derived in any manner (in whole or in part) from, any software that is distributed as free software, open source software or similar licensing or distribution models, including, without limitation, software licensed or distributed under any of the following licenses or distribution models, or licenses or distribution models similar to any of the following: (a) the GNU General Public License (GPL), Lesser/Library GPL (LGPL), or any license from or through GNU; (b) the Artistic License (e.g., PERL); (c) the Mozilla Public License; (d) the Netscape Public License; (e) the Sun Community Source License (SCSL); (f) the Sun Industry Standards License (SISL); (g) the BSD License; and (h) the Apache License.

2. LIMITED SOFTWARE LICENSE

2.1 License. Subject to the terms, conditions, warranties, representations and covenants of these Licensed Software Terms and the Agreement, SONIFI grants to Company a limited, non-exclusive, non-sublicensable, revocable limited license or sublicense, as applicable, to use (a) the Licensed Software in the Premises in object code form, without modification, and (b) applicable Documentation, without modification, in each case, solely to enable and support the delivery, display, distribution, exhibition and performance of the specific products and services purchased, licensed or subscribed to by Company in the Agreement. Notwithstanding anything to the contrary in these Licensed Software Terms, Company’s use of software that enables Pro:Idiom™ Source Function Devices is subject to and governed by the Pro:Idiom Terms. Use of the Google Software, the In-Room Equipment Software and the DTV Software is subject to and governed by its owners’ and their third-party suppliers’ and third-party licensors’ software license agreements. These third-party software license agreements are available directly from the In-Room Equipment manufacturers, Google and DirecTV, as applicable, and their respective third-party licensors and third-party suppliers. Please contact Google, DirecTV and/or the applicable In-Room Equipment manufacturer(s) for details.

2.2 Limitations.

2.2.1 Except as otherwise expressly permitted by the applicable license agreement(s) for Third-Party Code, in no event shall the Licensed Software or Documentation, in whole or in part: (a) be disclosed to, accessed by, made available to or used for the benefit of any third party; (b) be sold, assigned, rented, leased, sub-licensed, redistributed or otherwise disposed of; (c) be incorporated into any other software without SONIFI’s prior written consent; (d) be distributed as Open Source Software or linked, combined or packaged with any Open Source Software; (e) be used to develop a product or service that is competitive with any Licensed Software functions, features or offerings; (f) be commercially exploited, distributed or marketed in any way, with or without charge, by Company or any of Company’s employees or agents, including, without limitation, under any time-sharing, hosting, service bureau, software as a service or application service provider arrangement; or (g) be used to engage in any activity that interferes with, disrupts, damages, or accesses in an unauthorized manner any of the servers, networks, or other property or services of SONIFI or any third party including, but not limited to, any commercial mobile radio service operator.

SORA™ AND STAYCAST® NON-EXCLUSIVE SOFTWARE LICENSE TERMS

2.2.2 Company shall not copy the Licensed Software or Documentation, except for archival or backup purposes or as required by normal installation procedures specified by SONIFI, unless otherwise expressly permitted by the applicable license agreement(s) for Third-Party Code. Company shall affix any proprietary markings or legends placed upon or contained within the Licensed Software and Documentation to any copies of the Licensed Software and Documentation permitted under these Licensed Software Terms.

2.2.3 Company shall not utilize any equipment, device, software or other means designed to circumvent or remove any form of encryption or copy protection used by SONIFI or its licensors in connection with the Licensed Software or Documentation.

2.2.4 Company shall not use the Licensed Software or the Documentation to breach the rights of any third party or to engage in any fraudulent or illegal activity.

2.2.5 Company shall not copy, modify, translate, decompile, disassemble or reverse engineer, or otherwise determine or attempt to determine or reconstruct source code or protocols from the executable code of the Licensed Software, or create any derivative works based upon the Licensed Software or Documentation (except and only to the extent that applicable law prevents, prohibits or restricts reverse engineering restrictions, or as permitted by an applicable license agreement for Third-Party Code), and Company shall not permit or authorize any other person or entity to do so. Company also agrees that any works created in violation of this Subsection 2.2 are derivative works of the Licensed Software and/or Documentation and, as such, Company assigns all right, title and interest therein to SONIFI or the third-party licensor of the Licensed Software and/or Documentation, as applicable.

2.3 Ownership. As between SONIFI and Company, SONIFI retains all right, title and interest in and to (a) the Licensed Software and Documentation and each and every portion of the Licensed Software and Documentation and (b) any copy or derivative work of the Licensed Software and Documentation (or any portion thereof) and any modification or update to the Licensed Software and Documentation, in each and every case including, without limitation, all patent rights, copyrights, trademarks, database rights, design rights, know-how and trade secrets. SONIFI reserves all right, title, and interest in and to the Licensed Software and Documentation not expressly granted to Company under the Agreement and these Licensed Software Terms, and except for the license or sub-license expressly granted by SONIFI to Company under these Licensed Software Terms, no right, title, ownership, interest or license in or to the Licensed Software and Documentation, whether by implication, estoppel or otherwise, is granted, assigned or transferred to Company under or in connection with the Agreement or these Licensed Software Terms. Company agrees to take any action reasonably requested by SONIFI to evidence, maintain, enforce or defend the foregoing. Company shall not take any action to jeopardize, limit or interfere in any manner with SONIFI's or a third-party licensor's ownership of and rights with respect to the Licensed Software and Documentation, or any derivative work thereof or modification, upgrade, update, bug fix, or error correction thereto. Company shall have only those rights in or to the Licensed Software and Documentation and any derivative work thereof or modification, update, upgrade, bug fix or error correction thereto expressly granted to it pursuant to these Licensed Software Terms. Company acknowledges and agrees that it is only obtaining a limited license right to the Licensed Software (including Third-Party Code) and Documentation and that irrespective of any use of the words "purchase", "sale" or like terms in these Licensed Software Terms or in the Agreement no ownership rights are being conveyed to Company under these Licensed Software Terms, the Agreement or otherwise.

2.4 Changes in Licensed Software. Company acknowledges and agrees that SONIFI or SONIFI's third-party licensors may apply updates, upgrades, bug fixes, patches and error corrections to the Licensed Software and Documentation without prior notice to Company.

2.5 Notice of Infringement. If Company receives any notice or allegation that a third party claims an Intellectual Property Right in particular data, content, functionality or code contained in the Licensed Software or Documentation (or their utilization under the Agreement or these Licensed Software Terms), Company must promptly notify SONIFI of the same in writing in reasonable detail. Company shall use commercially reasonable efforts to assist SONIFI in identifying and eliminating any attempts to circumvent, bypass, or breach SONIFI's or its licensors' Intellectual Property Rights in the Licensed Software (including Third-Party Code) and Documentation.

2.6 Export Control. Company hereby agrees that it will not export or re-export directly or indirectly any part of the Licensed Software or Documentation to any country to which a license is required under any laws, administrative regulations, and executive orders of any applicable jurisdiction relating to the control of imports and exports of commodities and technical data without first obtaining a license.

2.7 Verification. SONIFI, at any time during the Term or the STAYCAST Term, and with at least ten (10) days' prior notice to Company, may request and gain access to the Premises for the limited purpose of conducting an inspection to determine and verify that Company is in compliance with the terms and conditions of these Licensed Software Terms. Company shall promptly grant such Premises access and cooperate with SONIFI in the inspection; *provided, however*, the inspection shall be conducted in a manner not intended to disrupt unreasonably Company's business and shall be restricted in scope, manner and duration to that reasonably necessary to achieve its purpose. Each Party shall bear its own costs in connection with a Premises inspection conducted pursuant to this Subsection 2.7.

3. SERVICE & SUPPORT

SONIFI will warrant, service, maintain and support the Licensed Software and Documentation solely and exclusively as stated in these Licensed Software Terms and in the "SONIFI System Limited Warranty, Maintenance and Support" provisions included in the Agreement.

SORA™ AND STAYCAST® NON-EXCLUSIVE SOFTWARE LICENSE TERMS

4. LIMITED WARRANTY; DISCLAIMER

4.1 Limited Warranty. The Licensed Software and Documentation are not sold and are licensed “as is” in accordance with these Licensed Software Terms, except as otherwise expressly stated in the SONIFI Limited Warranty or in applicable license agreement(s) for Third-Party Code. Company shall look solely to DirecTV, the In-Room Equipment manufacturer or Google, as applicable, for any and all claims, causes of action, demands, suits or proceedings concerning DTV Software, In-Room Equipment Software and Google Software that are not expressly covered by the SONIFI Limited Warranty or the Agreement.

4.2 Disclaimer. EXCEPT FOR THE SONIFI LIMITED WARRANTY, SONIFI DISCLAIMS ALL WARRANTIES, EXPRESS, STATUTORY OR IMPLIED, WITH RESPECT TO THE LICENSED SOFTWARE AND DOCUMENTATION. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY SONIFI OR A SONIFI EMPLOYEE OR A SONIFI AUTHORIZED REPRESENTATIVE SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF ANY LIMITED WARRANTY SET FORTH IN THE AGREEMENT.

5. INDEMNIFICATION

SONIFI's sole and exclusive indemnification obligations to Company with respect to (a) all claims, demands, causes of action, suits, proceedings and investigations arising out of or in connection with Company's use of the Licensed Software or Documentation, the Google Software, the In-Room Equipment Software and the DTV Software and (b) any and all damages, losses, fines, penalties, forfeitures, costs and expense (including attorneys' fees, expert witness fees and court costs) resulting from any such claims, demands, causes of action, suits, proceedings or investigations, are set forth in the Service Terms. SONIFI shall have no liability for and Company shall indemnify, defend and hold SONIFI harmless from and against any claim, demand, cause of action, suit, proceeding or investigation based upon (i) use of any version of the Licensed Software or Documentation other than the then-current, unaltered version of the applicable Licensed Software and Documentation, unless the infringing portion is also in the then-current, unaltered release of the Licensed Software or Documentation, as applicable; (ii) use, modification, operation or combination of the applicable Licensed Software or Documentation with non-Licensed Software programs, applications, code, data, equipment or documentation if such infringement would have been avoided but for such use, modification, operation or combination; (iii) compliance with Company's designs, specifications, requirements or instructions; or (iv) any third-party software not included in the Licensed Software.

6. EXPIRATION AND TERMINATION

Unless otherwise expressly stated in a license agreement for Third-Party Code, upon expiration or termination of the Agreement for any reason, or of any license(s) to the Licensed Software and Documentation granted hereunder or under the Agreement, (a) Company's license to use the Licensed Software and Documentation shall immediately terminate, (b) the provisions of Subsections 2.2, 2.3, 4 and 6 through 9 of these Licensed Software Terms shall survive termination or expiration of the Agreement or any license to the Licensed Software and Documentation, as applicable, and (c) Company shall promptly remove all affected Licensed Software from all memory and storage locations, return all copies of the affected Licensed Software (including all related Documentation) to SONIFI, and sign and deliver to SONIFI a certificate stating that all copies of the affected Licensed Software and Documentation have been removed and returned to SONIFI or destroyed. Except as expressly permitted by a license agreement for Third-Party Code, Company shall not have the right under any circumstances, including Company's termination of the Agreement, to use the Licensed Software and Documentation from and after the expiration or termination of the Agreement.

7. GENERAL

7.1 Third-Party Code. The Licensed Software may contain or be provided with Open Source Software and other software, components, modules or packages that are subject to the terms and conditions of third-party license agreements, including Open Source Software licenses, DirecTV Software licenses, Google Software licenses and In-Room Equipment Software licenses (collectively, “Third-Party Code”). Third-Party Code may be identified in the Documentation or SONIFI shall provide a list of the Open Source Software for a particular version of the Licensed Software to Company, on a confidential basis, upon Company's written request. To the extent required by any license that accompanies the Third-Party Code, the terms of such license will apply in lieu of the terms of these Licensed Software Terms with respect to such Third-Party Code only, including without limitation provisions regarding access to source code or the modification, distribution, copying or reverse engineering of source code. Company shall comply with all applicable licenses for Third-Party Code.

7.2 Incorporation into Agreement. These Licensed Software Terms are hereby incorporated into the Agreement and cannot be modified or amended except in a writing signed by both Parties.