

## LIMITED WARRANTY, MAINTENANCE AND SUPPORT

These Limited Warranty, Maintenance and Support terms and conditions (the “**SONIFI Limited Warranty**”) are incorporated into and made a part of the Agreement. Capitalized terms not defined herein shall be given the meaning ascribed to them in the body of the Agreement and the Service Terms and if not defined therein, words shall be given the meaning accorded them in applicable law and regulations, and if not defined therein, words shall be given their common and ordinary meaning.

1. **Covered Equipment.** All Equipment purchased from or installed by SONIFI or purchased from an Approved Third-Party Financing Company is Covered Equipment for purposes of this SONIFI Limited Warranty, subject to all applicable exclusions, exceptions and limitations.

2. **Limited Warranty.** As expressly set forth and described in this SONIFI Limited Warranty, SONIFI shall service, support, warrant and maintain the Licenced Software licenced to Company, the Equipment purchased from the Approved Third-Party Financing Company, if any, and the Equipment it has sold to Company or installed at the Premises pursuant to the Agreement, exclusive of set-top boxes, set-back boxes, televisions, remote controls, satellite dishes, other signal reception devices and associated components (“**Covered Equipment**”), for the Initial Term and for the purpose of providing the Services specified in the Agreement (collectively “**Guest Services**”), for the fees set forth in the Products & Fee Schedule, as such fees may be increased by the then-current Consumer Price Index as published by Statistics Canada (“**CPI**”) on an annual basis on or after each anniversary of the Commencement Date. After the termination or expiration of the SONIFI Limited Warranty Period (defined below), all service, maintenance and support of Licenced Software and Equipment at the Premises shall be provided or delivered to the Company for the fees and charges set forth on the most current SONIFI Rate Card, available upon request to SONIFI or as made available at [www.sonifi.com](http://www.sonifi.com), plus all costs for parts and components and all applicable taxes, shipping, freight and fees.

2.1 SONIFI warrants, during the Initial Term, that the Licenced Software installed on Covered Equipment will substantially conform to any published documentation when executed on the Covered Equipment. SONIFI shall use reasonably available means during the Initial Term to provide: (i) 24x7x365 technical support via telephone to Company regarding the use of the Licenced Software, subject to Force Majeure Events that interrupt telephone service; and (ii) updates, bug fixes, patches, error corrections and upgrades to the Licenced Software (collectively, “**Updates**”) at approximately the same time it makes such Updates generally and commercially available to its other licencees, subject to any applicable Equipment or Covered Equipment compatibility requirements.

2.2 SONIFI warrants, during the Initial Term, that the Covered Equipment sold to Company by SONIFI or an Approved Third-Party Financing Company or installed by SONIFI in accordance with the SOW and the Service Terms shall be free from material defects in materials and workmanship. SONIFI shall use reasonably available means during the Initial Term to provide 24x7x365 technical support via telephone to Company regarding the Covered Equipment, subject to Force Majeure Events that interrupt telephone service.

2.3 SONIFI shall provide a toll-free telephone number to Company for Covered Equipment and Licenced Software technical support, which number shall enable Company to contact SONIFI’s Technical Assistance Center (“**TAC**”). During the Initial Term, if a technical or performance-related problem with the Covered Equipment and/or Licenced Software is identified by Company, Company shall contact the TAC via the toll-free telephone number provided to Company for this purpose within twelve (12) hours of discovering the problem. TAC telephone support is included in the maintenance and support fees specified on the Products & Fee Schedule during the Initial Term. Notwithstanding anything to the contrary in this SONIFI Limited Warranty, the Service Terms or the body of the Agreement, after the Initial Term ends, and 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 and support obligations herein or elsewhere in the Agreement, SONIFI, in its sole discretion, may provide telephone or e-mail support for Equipment and Licenced Software and Updates, if available, 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 or as made available at [www.sonifi.com](http://www.sonifi.com).

2.4 The limited warranty, maintenance and support periods specified in Subsections 2.1, 2.2 and 2.3 of this SONIFI Limited Warranty applicable to the Covered Equipment and to the Licenced Software installed on or embedded in Covered Equipment shall be referred to herein, collectively, as the “**SONIFI Limited Warranty Period.**” **SONIFI DOES NOT REPRESENT, WARRANT OR GUARANTEE THAT (i) EQUIPMENT, INCLUDING COVERED EQUIPMENT, OR THE OPERATION OF EQUIPMENT, INCLUDING COVERED EQUIPMENT, OR LICENCED SOFTWARE INSTALLED ON EQUIPMENT SHALL BE**

**ERROR FREE OR UNINTERRUPTED, OR (ii) FUNCTIONS CONTAINED IN EQUIPMENT, INCLUDING COVERED EQUIPMENT, OR THE LICENCED SOFTWARE SHALL MEET COMPANY'S OR ITS GUESTS' NEEDS, REQUIREMENTS OR EXPECTATIONS. IMPORTANT: DO NOT OPEN COVERED EQUIPMENT. OPENING COVERED EQUIPMENT MAY CAUSE DAMAGE THAT IS NOT COVERED BY THE SONIFI LIMITED WARRANTY OR MAY CAUSE THE COVERED EQUIPMENT TO STOP FUNCTIONING.** The limited warranties set forth in this Section 2 shall not apply to damage or failure or inability to perform resulting from Company's failure to comply with the Agreement (including the SOW and Service Terms) and/or to follow oral or written instructions from SONIFI pertaining to the Covered Equipment, Licenced Software and/or Updates. This SONIFI Limited Warranty sets forth Company's sole and exclusive remedies in the event of a breach of warranty herein during the SONIFI Limited Warranty Period.

3. Remote Monitoring. SONIFI shall use reasonably available means to remotely monitor the Covered Equipment and Licenced Software for technical and performance issues, provided the Company complies with its obligations to provide Connectivity, as specified in the SOW. Company shall be responsible for providing a persistent Internet connection to the Premises as described in the Agreement and the SOW.

4. Maintenance, Support and Limited Warranty Remedies. Upon receiving notification of a problem with the Covered Equipment or Licenced Software, either through remote monitoring or a telephone call from Company, SONIFI will begin diagnosis of the cause of the problem. When possible, the diagnosis and/or repair will be completed by TAC without SONIFI service personnel being dispatched to the Premises. Additionally, SONIFI will, if technically feasible and commercially reasonable to do so, provide the Company's designated employee or representative with the information necessary to resolve the problem. If SONIFI, in its sole discretion, determines a problem is attributable to a material defect in materials or workmanship in the Covered Equipment during the SONIFI Limited Warranty Period or a material defect in the Licenced Software that prevents it from substantially conforming to any published documentation during the SONIFI Limited Warranty Period, and an on-site visit is required, SONIFI will dispatch service personnel to begin the correction of the problem in accordance with the appropriate issue classification and service response times specified in the applicable service level package selected by the Company, as set forth and described below. Based on information supplied by the Covered Equipment, the Licenced Software and/or Company's designated contact person, SONIFI shall ascertain and classify the severity of a reported issue as "low" or "high," in its sole discretion. The service response times for a particular issue classification and service level package only indicate the time by which SONIFI service personnel will be dispatched to the Premises and do not indicate the required on-site arrival of SONIFI service personnel or the required completion of the repairs, replacements or Updates necessary to fix the identified problem(s) with the Covered Equipment and/or Licenced Software. Company shall provide SONIFI's service personnel with full access to the Covered Equipment and/or the Licenced Software. After inspecting the Covered Equipment and/or Licenced Software, SONIFI shall confirm whether or not the reported problem is the result of a material defect in materials or workmanship in the Covered Equipment and/or a material defect in the Licenced Software. If the reported problem is attributable to a material defect in materials or workmanship in the Covered Equipment and/or a material defect in the Licenced Software that prevents it from substantially conforming to any published documentation, and the problem was reported to TAC or discovered by SONIFI within the SONIFI Limited Warranty Period, SONIFI shall, in its sole discretion, repair or replace the defective part or Covered 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 case of the Licenced Software, correct or mitigate the defect through an Update so that the Licenced Software substantially conforms with published documentation, at no additional charge to Company. If, during the SONIFI Limited Warranty Period, SONIFI determines, after performing an on-site inspection, that a reported problem is not due to a material defect in materials or workmanship in Covered Equipment, or a material defect in the Licenced Software 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 or as made available at [www.sonifi.com](http://www.sonifi.com), plus (i) the cost of parts and other materials, (ii) the trip charge specified on the most current Rate Card, and (iii) applicable taxes, shipping, freight and fees. For any problem with the Covered Equipment and/or the Licenced Software that is reported to TAC or discovered by SONIFI after the expiration of the applicable SONIFI Limited Warranty Period for which SONIFI dispatches service personnel to a Premises, and for any on-site service call requested by Company after the expiration of the SONIFI Limited Warranty Period, Company shall be charged for labor at SONIFI's then current rate(s) set forth on the most current SONIFI Rate Card available upon request to and from SONIFI or as made available at [www.sonifi.com](http://www.sonifi.com), plus (i) the cost of parts and other materials, (ii) the trip charge specified on the Rate Card, and (iii) applicable taxes, shipping, freight and fees. In no event shall SONIFI be required to dispatch service personnel

to the Premises for a problem not the result of a failure of Covered Equipment, Equipment or Licenced Software, regardless of whether such problem is discovered or reported during or after the SONIFI Limited Warranty Period.

4.1 Low Severity Issue. (single or very low number of guest rooms experiencing technical issues related to Guest Services, or minor picture quality problems; single guest room Guest Service outage; a single Guest Service is not functioning; training requests; property management system integration or video check-out failures; Covered Equipment failure with small impact on Company guests; requests for supplies; technical issues with an external hotel channel or an information channel): Service personnel will be dispatched and in-route to the Premises based on the package selected by Company on the Products & Fee Schedule: Basic Service Level Package- within 48 hours; or Expedited Service Level Package- within 24 hours, all on a 24x7x365 basis.

4.2 High Severity Issue. (issues affecting a significant number of floors, an entire wing of the Premises such that the issue impacts substantially or potentially all rooms; a significant number of guest rooms experiencing severe picture quality problems): Service personnel will be dispatched and in-route to the Premises based on the package selected by Company on the Products and Fee Schedule: Basic Service Level Package- within 24 hours; or Expedited Service Level Package- within 12 hours, all on a 24x7x365 basis.

4.3 Force Majeure. For purposes of this SONIFI Limited Warranty, the term “**Force Majeure Event**” means all instances where SONIFI’s performance was delayed or rendered impossible by war or riots, labor strikes, acts of terror, civil disturbances, acts of God, floods, extreme weather, fire or other natural calamity, national emergencies, Internet or telephone system outages or other causes beyond SONIFI’s reasonable control. During a Force Majeure Event, SONIFI shall not be liable to Company for any failure to comply with one or more terms, conditions, obligations warranties and/or covenants set forth in the Agreement or applicable laws, regulations, rules, orders and decisions. 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. Service, Support and Maintenance Limitations.

5.1 Accelerated Service. If Company requests an earlier response time than that required per the service response times set forth in Section 4, above, and SONIFI, in its sole discretion, dispatches service personnel to perform service on an accelerated basis, 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 or as made available at [www.sonifi.com](http://www.sonifi.com), plus (i) the cost of parts and other materials, (ii) the trip charge specified on the most current Rate Card, and (iii) applicable taxes, shipping, freight and fees, regardless of whether the SONIFI Limited Warranty Period is still in effect.

5.2 Service, Support and Maintenance After the SONIFI Limited Warranty Period. Except as otherwise expressly stated in this Subsection 5.2, SONIFI’s maintenance, support and limited warranty obligations set forth in this SONIFI Limited Warranty end immediately after the SONIFI Limited Warranty Period expires, and will not be extended or renewed automatically, notwithstanding the fact the Initial Term may be extended for one or more Renewal Terms, unless the Parties have entered into and fully signed an amendment or addendum to the Agreement identifying and describing those specific maintenance, support and/or limited warranty obligations that will continue after the SONIFI Limited Warranty Period for a defined period of time. After the expiration of the SONIFI Limited Warranty Period, SONIFI will continue to remotely monitor the Licenced Software licenced to Company and Equipment it or an Approved Third-Party Financing Company has sold to Company or installed at the Premises, as specified in Section 3, to make telephone support available to Company, using reasonably available means, as specified in the first sentence of Subsection 2.3, and to investigate problems with Equipment and/or Licenced Software upon receiving notification through remote monitoring or from the Company via telephone calls 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 will, if technically feasible and commercially reasonable to do so, 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 available resources and other contractual commitments and/or the existence of a Force Majeure Event. Company shall provide SONIFI’s service personnel with full access to Equipment and/or Licenced Software. For all on-site visits/on-site service and calls and Updates performed after the expiration of the SONIFI Limited Warranty Period, Company shall be charged for labor at SONIFI’s then current rate(s) set forth on the SONIFI Rate Card available upon request to SONIFI or as made available at [www.sonifi.com](http://www.sonifi.com), plus (i) the cost of parts and other materials, (ii) the trip charge specified on the Rate Card, and (iii) applicable taxes, shipping, freight and fees. SONIFI reserves the right to charge for all calls Company or the Premises makes to the

TAC after the SONIFI Limited Warranty Period has expired. Any such charges will be set forth on the SONIFI Rate Card available upon request to SONIFI or as made available at [www.sonifi.com](http://www.sonifi.com).

6. Scope of Service and Support. SONIFI's obligations under this SONIFI Limited Warranty shall not apply to the MATV System, the Premises Network Infrastructure and/or the CNS located in the Premises, and problems or issues solely related to the MATV System, the Premises Network Infrastructure and/or CNS.

7. Performance Exclusions.

7.1 SONIFI's obligations under this SONIFI Limited Warranty with respect to Licenced Software, Equipment purchased from an Approved Third-Party Financing Company, if any, and Equipment SONIFI has sold to Company or installed at the Premises, including Covered Equipment, shall not apply to: (i) products and services purchased or licenced from or provided by third parties and equipment, hardware or software purchased or licenced from or installed by any person or entity other than SONIFI (except for Equipment purchased from the Approved Third-Party Financing Company), such as televisions, set-top boxes and set-back devices; (ii) misuse; (iii) accidental damage, including but not limited to, contact with liquid, extreme heat, or foreign material; (iv) adjustments made by Company or a third party without SONIFI's authorization; (v) limitations of technology; (vi) modification of any part of the Equipment or Licenced Software by Company, the Premises and their respective owners, directors, partners, members, officers, employees, contractors, agents and guests; (vii) cosmetic damage; (viii) use or installation inconsistent with SONIFI documentation and instruction; (ix) use of parts or peripherals not recommended or approved by SONIFI; (x) damage caused by servicing not authorized by SONIFI; (xi) damage caused by computer or Internet viruses, bugs, worms, Trojan horses, malware or cancelbots; (xii) cable cuts caused by third parties, the Company and/or its directors, officers, employees, agents, contractors, affiliates or guests; (xiii) changes in Company equipment at the Premises, such as televisions or the property management system; (xiv) any damage, problem or defect caused by Company's movement or replacement of televisions or terminal devices; (xv) firmware updates for Internet routers, wireless access points, televisions, set-top boxes and set-back devices; (xvi) any damage, problem, defect, Equipment modification, Equipment upgrade or hardware addition necessitated or caused by Company's remodeling, reduction or addition of guest rooms; (xvii) repair and programming of remote controls, including without limitation, battery replacement; (xviii) changes to Company's or the Premises' name and any and all changes to Company's Internet service and/or Internet circuit provider(s); (xix) failure of Company directors, officers, employees, agents, contractors and/or subcontractors to communicate with and follow the instructions of TAC and SONIFI service personnel; (xx) public area televisions and related video programming and content; (xxi) verifying high-speed Internet access data transmission availability and data speed, and all labor and parts for high-speed Internet access hardware; (xxii) any damage, problem, defect, Equipment modification, Equipment upgrade or hardware addition caused by Internet circuit conversions at the Premises; and (xxiii) all changes, modifications, updates or modifications to the STAYVIEW System necessitated or caused by events, acts or omissions that are beyond SONIFI's control.

7.2 Notwithstanding anything to the contrary herein, SONIFI shall have no obligation to perform any repair, replacement and/or Update, or to correct any failure or other problem with Licenced Software, Equipment purchased from an Approved Third-Party Financing Company, if any, or Equipment it has sold to Company or installed at the Premises, including but not limited to Covered Equipment, to the extent that SONIFI determines such failure is directly or indirectly caused by (i) the acts or omissions of Company, its directors, officers, employees, agents, contractors, affiliates or guests, regardless of whether such acts or omissions are intentional, reckless, or negligent; (ii) vandalism, theft or willful or negligent acts or omissions of Company, or any of its directors, officers, employees, agents, contractors, affiliates or guests; (iii) Company's failure to perform its obligations hereunder, including but not limited to following the site specifications in the SOW; (iv) Premises renovations; (v) acts or omissions of third parties, (vi) changes in Company vendors or other Company agents; or (vii) a Force Majeure Event.

7.3 If Company requests and SONIFI elects, in its sole discretion, to provide maintenance services required due to any of the aforementioned instances delineated in Subsections 7.1 or 7.2, Company shall promptly reimburse SONIFI for labor and travel, at SONIFI's then current rate(s) set forth in the most recent SONIFI Rate Card available upon request to SONIFI or as made available at [www.sonifi.com](http://www.sonifi.com), plus the costs of all hardware, parts and components and all applicable taxes, shipping, freight and fees.

8. Non-Payment of Fees. SONIFI shall have no obligation to perform or endeavor to perform any Update, repair or Equipment replacement, or to correct any failure or error 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 SONIFI Limited Warranty Period is still in effect.