

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 set forth in applicable law and regulations, and if not defined therein, words shall be given their common and ordinary meaning.

1. Limited Warranty. SONIFI warrants: (i) that all Licensed Software licensed to Company, when executed on Equipment, will substantially conform to any published documentation for a period of ninety (90) days beginning on the Commencement Date; and (ii) all Equipment purchased from an Approved Third-Party Financing Company, if any, and all Equipment sold to the Company or installed at the Premises by SONIFI shall be free from material defects in materials and workmanship for a period of ninety (90) days beginning on the date of installation. The 90-day limited warranty period applicable to Equipment and Licensed Software shall be referred to herein as the “**SONIFI Limited Warranty Period.**” **SONIFI DOES NOT REPRESENT, WARRANT OR GUARANTEE THAT (i) OPERATION OF EQUIPMENT OR THE LICENSED SOFTWARE SHALL BE ERROR FREE OR UNINTERRUPTED, OR (ii) FUNCTIONS CONTAINED IN EQUIPMENT OR THE LICENSED SOFTWARE SHALL MEET COMPANY’S OR ITS GUESTS’ NEEDS, REQUIREMENTS OR EXPECTATIONS. IMPORTANT: DO NOT OPEN EQUIPMENT. OPENING EQUIPMENT MAY CAUSE DAMAGE THAT IS NOT COVERED BY THE SONIFI LIMITED WARRANTY OR MAY CAUSE THE EQUIPMENT TO STOP FUNCTIONING.** The limited warranty set forth in this Section 1 shall not apply to damage or failure or inability to perform resulting from Company’s failure to follow oral or written instructions or documentation from SONIFI pertaining to the Equipment, Licensed Software and/or Updates (defined below).

2. Telephone Support, Remote Monitoring and Updates. During the SONIFI Limited Warranty Period, SONIFI’s telephone support and remote monitoring obligations shall be limited solely to the following:

2.1 SONIFI shall use reasonably available means to remotely monitor the Licensed Software licensed to Company and the Equipment it or an Approved Third-Party Financing Company has sold to Company or SONIFI has installed at the Premises for technical and performance issues, provided the Company complies with its obligations to furnish 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;

2.2 SONIFI shall provide updates, bug fixes, patches or error corrections and upgrades (collectively, the “**Updates**”) to the Licensed Software at approximately the same time it makes such Updates generally and commercially available to its other licensees, subject to any applicable Equipment compatibility requirements or limitations;

2.3 SONIFI shall use reasonably available means to provide a toll-free telephone number to Company for 24x7x365 technical support concerning Equipment and the operation and use of Licensed Software, which number shall enable Company to contact SONIFI’s Technical Assistance Center (“**TAC**”). The TAC’s availability is subject to Force Majeure Events. During the SONIFI Limited Warranty Period, Company shall contact the TAC within twelve (12) hours of discovering a problem with Equipment or Licensed Software; and

2.4 Telephonic technical support from the TAC shall be furnished to Company at no additional charge, subject to the exclusions and limitations herein and elsewhere in the Agreement.

After the SONIFI Limited Warranty Period applicable to Equipment and/or Licensed Software has expired, 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, reserves the right to charge Company a fee for all telephone calls to the TAC on a per incident basis, as set forth in the most current SONIFI Rate Card, available upon request to SONIFI or as made available at www.sonifi.com, plus any applicable taxes. For purposes of this Section 2, the term “incident” shall mean an individual or distinct occurrence, problem, anomaly error or event, as determined by SONIFI in its sole but reasonable discretion. For purposes of clarity, a specific occurrence, problem, error, anomaly or event may have multiple or discrete incidences.

3. SONIFI Response to Problems with the Equipment and Licensed Software. Upon receiving notification of a problem with the Equipment or Licensed Software, either through remote monitoring or a telephone call to the TAC

from Company, SONIFI will investigate the cause of the problem as soon as reasonably possible, taking into consideration available resources and other contractual commitments and/or the existence of a Force Majeure Event. When possible, the diagnosis and/or repair 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 resolve the problem. If SONIFI, in its sole discretion, diagnoses a problem to be attributable to a material defect in materials or workmanship in the Equipment or a material defect in the Licensed Software during the SONIFI Limited Warranty Period, and an on-site visit is necessary to effect a repair, correction, replacement or Updates, SONIFI will dispatch service personnel to begin the resolution of the problem as soon as reasonably 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 Licensed Software. If, after inspecting the Equipment at issue and/or the Licensed Software, SONIFI determines that the reported problem is the result of a material defect in materials or workmanship in Equipment it has sold or installed, and/or a material defect in the Licensed 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 repair or replace, in its sole discretion, the defective part or Equipment with an identical or comparable part or piece of equipment that may be new or refurbished, at no cost to the Company, or, in the case of Licensed Software, correct or mitigate the defect through an Update so that the Licensed Software substantially conforms with any published documentation. If, during the SONIFI Limited Warranty Period, SONIFI determines, after performing an on-site inspection, that a reported problem or Company service request is not due to a material defect in materials or workmanship in Equipment or a material defect in the Licensed Software that prevents it from substantially conforming with any published documentation, 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 SONIFI or as made available at 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. For any problem with Equipment and/or Licensed Software that is reported to TAC or discovered by SONIFI after the expiration of the SONIFI Limited Warranty Period for which SONIFI dispatches service personnel to the Premises, Company shall be charged for labor at SONIFI's then current rate(s) set forth on the most current Rate Card available upon request to SONIFI or as made available at 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 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 Equipment or Licensed Software, regardless of whether such problem is discovered or reported during or after the SONIFI Limited Warranty Period. 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.

4. Service, Support and Maintenance Limitations.

4.1 Accelerated Service. If Company requests an earlier response time than that specified in Section 3, above (*i.e.*, as soon as reasonably possible taking into consideration available resources and other contractual commitments or the existence of a Force Majeure Event), 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, plus (i) the cost of parts and other materials, (ii) the trip charge specified on the most current Rate Card, and (iii) applicable taxes, freight, shipping and fees, regardless of whether the SONIFI Limited Warranty Period is still in effect.

4.2 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.

4.3 Service, Support and Maintenance After the SONIFI Limited Warranty Period. Except as otherwise expressly stated in this Subsection 4.3, SONIFI's maintenance, support and limited warranty obligations set forth in this SONIFI Limited Warranty end immediately after the SONIFI Limited Warranty Period expires, 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 Licensed Software licensed to Company and Equipment it has sold to Company or installed at the Premises, using reasonably available means, as specified in Subsection 2.1, to make telephone support available to Company using reasonable available means, as specified in Subsection 2.3 and subject to the per

incident charges specified in Section 2, and to investigate problems with Equipment and/or Licensed 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 Licensed Software. For all on-site visits/on-site service 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, 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, on a per incident basis, 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.

4.4 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, unavailability of parts or hardware or 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, this SONIFI Limited Warranty 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. Performance Exclusions.

5.1 SONIFI's obligations under this SONIFI Limited Warranty with respect to Licensed Software, Equipment purchased from an Approved Third-Party Financing Company, if any, and Equipment SONIFI has sold to Company or installed at the Premises, shall not apply to: (i) products and services purchased or licensed from or provided by third parties and equipment, hardware or software purchased or licensed 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 Licensed Software by Company, the Premises or their respective owners, directors, partners, members, officers, employees, contractors, agents, invitees 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, invitees 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) FTG Programming channel line-up management and changes; (xviii) repair and programming of remote controls, including without limitation, battery replacement; (xix) changes to Company's or the Premises' name and any and all changes to Company's Internet service and/or Internet circuit provider(s); (xx) failure of Company directors, officers, employees, agents, contractors and/or subcontractors to communicate with and follow the instructions of TAC and SONIFI service personnel; (xxi) public area televisions and related video programming and content; (xxii) verifying high-speed Internet access data transmission availability and data speed, and all labor and parts for high-speed Internet access hardware; (xxiii) any damage, problem, defect, Equipment modification, Equipment upgrade or hardware addition caused by Internet circuit conversions at the Premises; and (xxiv) all changes, modifications, updates or modifications to the STAYVIEW System necessitated or caused by events, acts or omissions that are beyond SONIFI's control.

5.2 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 Licensed Software, Equipment purchased from an Approved Third-Party Financing Company, if any, or Equipment it has sold to Company or installed at the Premises, 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, invitees 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, invitees 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.

5.3 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 5.1 or 5.2, 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, plus the costs of all hardware, parts and components and all applicable taxes, shipping, freight and fees.

6. 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.