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### 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, or if the Parties have added a binding SONIFI STAYCAST Agreement to an existing SONIFI SORA Agreement, 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.

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**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 (if applicable), 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.

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**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.