

# SONIFI SORA™ STATEMENT OF WORK

## 1. Purpose of the Statement of Work

This SONIFI SORA™ Statement of Work (“SOW”) is incorporated into the SONIFI SORA Agreement and establishes the requirements, milestones and process for planning, installation, configuration, customization and acceptance of Services and the SORA System at the Premises, including but not limited to the Equipment (collectively, the “Project”). Capitalized terms not defined in this SOW shall be given the meaning ascribed to them in the SORA™ Standard Terms and Conditions for Services (the “Service Terms”), in the SORA and STAYCAST® Non-Exclusive Software License Terms, in the SONIFI System Limited Warranty, Maintenance and Support terms, and in the body of the SONIFI SORA Agreement entered into by and between the Parties, as amended, restated or supplemented from time to time (the “SORA Agreement”), and if not defined therein, words shall be given the meaning accorded them in applicable laws and regulations, and if not defined therein, words shall be given their common and ordinary meaning. In the event of any inconsistency between the terms of this SOW and the body of the SORA Agreement or the Service Terms, this SOW will govern. If Company and SONIFI entered into (a) a separate STAYCAST® agreement prior to the Effective Date of the SORA Agreement and/or (b) a separate broadband services agreement, the applicable site and network requirements for guest Internet access and the STAYCAST Platform, as applicable, are addressed in those separate agreements.

## 2. Project Details

### A. Site and Network Requirements

- 1.1 Company shall provide a secure, climate-controlled, non-public area at the Premises (“Headend Location”) for the SORA virtual machine controller (“VMC”), if installed on-Premises, the keystroke router (“KSR”), if applicable, the guest network switch(es), and the firewall (collectively, the “Headend Equipment”). The Headend Equipment should be housed in the same location as the Premises core network switch.
- 1.2 The Headend Location must (a) have sufficient HVAC to maintain a temperature range of between ten (10) degrees and twenty-four (24) degrees Celsius with the Headend Equipment operating; (b) provide a minimum of 1.45 meters (w) x 2.45 meters (d) of unobstructed floor space, with 2.45 meters of unobstructed height from floor to ceiling head room for one (1) Headend Equipment cabinet and an additional 1.45 (w) x 2.45 meters (d) of unobstructed floor space for each subsequent Headend Equipment cabinet; (c) provide an electrical circuit with separate electrical outlets for the VMC, guest network switch(es), the firewall and the KSR, as applicable, based on the requirements in the table below; (d) remain free of any hazardous, corrosive, or combustible chemicals or materials; and (e) otherwise meet SONIFI’s then current installation specifications and guidelines which are available from [salesclientserv@sonifi.com](mailto:salesclientserv@sonifi.com) or from SONIFI’s Technical Assistance Center by calling 1-888-563-4363.

ELECTRICAL CIRCUIT and HVAC REQUIREMENTS					
System	Description	# of Racks	Max Watts	Max BTU	Circuit Needed
<b>SORA System (Cloud-Based)</b>	• iTV Content and Services for up to 300 televisions	1	114	389	One (1) 20A-110VAC circuit. Duplex receptacle with two standard 20A outlets (NEMA 5-20R)
<b>Core SORA System Only (On-Premises)</b>	• iTV Content and Services for up to 2,500 televisions	1	620	2115	
<b>2,501+ Televisions or Custom</b>	Contact SONIFI to discuss space, heat, power, and additional hardware requirements				

- 1.3 Company must provide SONIFI with access to the MATV System, Premises Network Infrastructure, IPTV distribution plant, Internet infrastructure, core distribution network and CNS located at the Premises, as needed, to install, set up, configure and activate the SORA System and the Services purchased, licensed or subscribed to by Company. If Company is using MATV plant (not applicable for IPTV installations) at the Premises, Company, at its expense, must also provide one (1) 15A-110V AC outlet for an amplifier at the SORA System’s insertion point into the MATV System.
- 1.4 Company, at its expense, must also provide SONIFI with an Ethernet connection to a Company Internet circuit at the Premises using Cat6 compliant Ethernet cabling (“Connectivity”) to enable the Equipment to communicate back to SONIFI’s offices for the purposes of data retrieval, troubleshooting, monitoring, maintenance, authenticating and enabling cloud-connected apps and Equipment management. The Connectivity must have upstream and downstream bandwidth of not less than 25 Mbps per 100 televisions (for standard definition casting devices) connected to the SORA System at the Premises to enable the SORA System, including without limitation the Headend Equipment, to function in conformance with this SOW and SORA System specifications available from [salesclientserv@sonifi.com](mailto:salesclientserv@sonifi.com) or from SONIFI’s Technical Assistance Center by calling 1-888-563-4363. If Company opts to use SONIFI-approved 4K casting devices, greater upstream and downstream bandwidth is required. Company is solely responsible for providing the necessary Connectivity. If, during the Term of the SORA Agreement, Company adds services, products or features that require additional Internet bandwidth, Company shall promptly notify SONIFI of such services, products and features and SONIFI will advise Company of any necessary modifications or upgrades to the Connectivity that must be procured, installed and activated at no cost to SONIFI.
  - 1.4.1 If Company fails to provide the required Connectivity prior to Commencement Date, then SONIFI will procure the necessary Connectivity for the Premises and reserves the right, in its sole discretion, to bill Company the actual cost of such Connectivity (including without limitation all recurring fees, all costs of hardware and construction, all set-up and installation costs, and all

taxes, surcharges and government fees and levies) over the entire Term, plus any and all early termination fees paid or payable by SONIFI in the event the SORA Agreement expires or is terminated by either Party prior to the date SONIFI's third-party contract for Connectivity expires. Company shall pay any and all SONIFI invoices for Connectivity (including without limitation invoices for services, construction, installation, set-up, bandwidth, early termination fees, taxes, surcharges and government fees and levies) within thirty (30) days of receipt. Late payments shall accrue interest until paid at the lower of 1.5% per month or the highest lawful rate. **CONNECTIVITY PURCHASED OR PROVIDED BY SONIFI IS FURNISHED "AS IS." IN NO EVENT SHALL SONIFI HAVE ANY STATUTORY, EXPRESS OR IMPLIED WARRANTY OBLIGATIONS OF ANY KIND FOR OR RELATED TO CONNECTIVITY.** SONIFI does not warrant or represent that Connectivity, or any bandwidth, part or component thereof, will meet Company's requirements or that the Connectivity will operate in an error-free or uninterrupted manner.

1.4.2 The required Connectivity must meet or exceed the following minimum specifications:

- 1.4.2.1 bandwidth of at least 25 Mbps upstream and downstream per 100 televisions connected to the SORA System at the Premises (for standard high-definition casting devices). If Company opts to use 4K video casting devices, greater upstream and downstream bandwidth is required; and
- 1.4.2.2 minimum Received Signal Strength Indication (RSSI) of -60 dBm (preferably on the 5 GHz band) at each casting device; and
- 1.4.2.3 at least one (1) public routable Internet Protocol ("IP") address, assigned from the Internet service provider for the Premises before the Equipment is installed. This IP address may also be referred to as the "host IP" address or "Company IP" address. The Company IP address (a) must be a persistent, static IP address and not assigned by Dynamic Host Configuration Protocol ("DHCP"), (b) must not be DHCP-reserved, (c) must not be network address translated, (d) must not be shared with another system, network or user, (e) must not be firewalled or filtered, and (f) must not be an unrouteable IP address that is masqueraded, spoofed or translated.

- 1.5 SONIFI requires access to and communication with a Company network engineer and a qualified representative from the Premises' Internet service provider (either directly or through Company) when configuring the Wi-Fi and/or wireline network in the Premises prior to installation of the SORA System. Any communications between SONIFI and the Company's network engineer or Internet service provider representative for the Premises must be conducted in English.
- 1.6 SONIFI recommends that the wired or wireless HSIA network in the Premises on which the SORA System will operate have sufficient throughput to provide a minimum data speed of 3-5 Mbps per active standard high-definition casting device and a minimum data speed of 25 Mbps for each active 4K casting device. SONIFI's minimum bandwidth recommendations are based on 5% concurrent usage of all casting devices in a 200-room hotel (assuming one casting device per guest room). Any increase in usage or change in technology may impact the amount of bandwidth and throughput required for the optimal operation of the SORA System at the Premises. SONIFI is not responsible for any problems or performance issues with the SORA System that are attributable to available bandwidth or throughput on the Premises' HSIA network.
- 1.7 In order to fully and timely install, configure and deploy the SORA System at the Premises, it is necessary for SONIFI to receive all the required information solicited below prior to the date of installation. If the required information is not received prior to the scheduled installation date, the installation may be delayed and SONIFI shall not be liable for any breach of installation scheduling commitments. In the event installation is delayed due to Company's failure to provide all required information, Company agrees to pay SONIFI any additional fees, charges and costs associated with or attributable to the delay.
- 1.8 On-Premises SORA System Network Configuration Requirements. If the VMC and associated Licensed Software will be located on-site at the Premises, the following network-specific requirements must be satisfied to enable proper operation of the SORA System:
  - 1.8.1 Two (2) network ports —
    - 1.8.1.1 Port 1- Trunk port; associate with guest wireless virtual local area network ("VLAN") and casting device VLAN (SORA System-device network).
      - 1.8.1.1.1 guest Wi-Fi VLAN(s) must be tagged.
      - 1.8.1.1.2 casting device VLAN traffic will be untagged. The SORA System-device SSID must cover the entire Premises or all guest rooms and any other authorized areas in the Premises in which Equipment will be installed. The SORA System-device SSID must be configured for no client isolation.
    - 1.8.1.2 Port 2- access port; the firewall will utilize a dedicated external interface for external Internet connectivity. The access port must be untagged and configured for an Internet-facing VLAN with a public IP address. Company is responsible for providing the Connectivity necessary for proper SORA System operation.
  - 1.8.2 Layer 2 connectivity is required on both wired and wireless high-speed Internet access ("HSIA") networks in the Premises on which the SORA System will be operating. Client devices and guest devices cannot be routed prior to the two ports described in this Subsection 1.8.
  - 1.8.3 Global wireless requirements- wireless controller/wireless access points must be configured to enable global support for multicast and IGMP snooping.
  - 1.8.4 Requirements for the VMC- the VMC needs to be able to listen for the mDNS and SSDP traffic, and to be able to make TCP connections to a guest's wireless device(s) (e.g., smartphone or tablet). The VMC will provide DHCP and gateway services for casting devices installed as part of the SORA System. The VMC needs to establish TCP connections to the client device and the client device needs to establish TCP connections to the VMC.
  - 1.8.5 Company must provide its back-office public facing IP address. This will be used to restrict network access to the Equipment's administrative menus and administrative menu levels.

	Requirements	Notes
<b>Internet Service Provider</b>		
Name of Service Provider		The entity SONIFI will contact for Internet circuit
Contact Name	Title, Phone and Email	
Bandwidth		
<b>Public Routable IP Addresses</b>	Must be for exclusive use by SONIFI Must be Static Address	-Examples: 155.212.32.29 and 12.6.147.59 -Cannot be a Network Address Translated • 1:1 NATs are acceptable -Cannot be Firewall or Filtered -Cannot be an RFC-1918 private routable IP address that is masqueraded, spoofed or translated -Cannot be DHCP “sticky” IP address -Addresses that are not supported ▪ Begin with 10, Begin with 192.168, Begin with 172.16-31
Subnet Mask	Assigned by Company’s Internet service provider	Example: 255.255.255.248
Gateway IP Address		-Examples: 155.212.32.29 and 12.6.147.59 -Can look similar to Public Routable IP address but is never the same -Also known as Gateway Address, Gateway IP, Default Gateway, and Default Router
<b>Additional Information</b>		
Cable Run Length	Limited to 99 meters maximum	Length of cable from the Internet Access point (hub, switch, or router) to VMC
Room, Switch/Hub/Router, and Port Location		This is the location that SONIFI will use for Headend Equipment
SONIFI requires a gigabit Ethernet connection from a switch or router		

1.9 Cloud-Based SORA System Network Configuration Requirements for Use with Smart Televisions and Casting Devices. If the VMC and associated Licensed Software will be located in the cloud using a web-based hosting service, the following network-specific requirements must be satisfied to enable proper operation of the SORA System if smart televisions are utilized in conjunction with casting devices as In-Room Equipment:

- 1.9.1 Network ports and configuration requirements of Premises Internet service provider (“ISP”) and local area network (“LAN”) operator.
    - 1.9.1.1 Network configuration requirements.
      - 1.9.1.1.1 One (1) new dry VLAN for casting devices.
      - 1.9.1.1.2 One (1) new dry VLAN created for system management.
      - 1.9.1.1.3 One (1) new VLAN created for television communication.
    - 1.9.1.2 Physical network requirements.
      - 1.9.1.2.1 Two (2) trunk ports (both will be configured the same)
        - 1.9.1.2.1.1 Configured for new management VLAN traffic which must be untagged.
        - 1.9.1.2.1.2 Configured for tagged traffic associated with Guest Wi-Fi, casting network and television VLANs.
      - 1.9.1.2.2 WAN connection for on-Premises router.
      - 1.9.1.2.3 IP PMS connection (if applicable).
  - 1.10.1.3 The SORA System-device SSID must cover the entire Premises or all guest rooms and any other authorized areas in the Premises in which Equipment will be installed. The SORA System-device SSID must be configured for no client isolation.
- 1.9.2 Layer 2 connectivity is required on both wired and wireless HSIA networks in the Premises on which the SORA System will be operating. Client devices and guest devices cannot be routed prior to the ports described in this Subsection 1.9.
- 1.9.3 Global wireless requirements- wireless controller/wireless access points must be configured to enable global support for multicast and IGMP snooping.
- 1.9.4 Requirements for the Cloud-Based VMC- the cloud-based VMC needs to be able to listen for the mDNS and SSDP traffic, and to be able to make TCP connections to a guest’s wireless device(s) (e.g., smartphone or tablet). The cloud-based VMC will provide DHCP and gateway services for casting devices installed as part of the SORA System. The cloud-based VMC needs to establish TCP connections to the client device and the client device needs to establish TCP connections to the cloud-based VMC.

1.10 Cloud-Based SORA System Network Configuration Requirements for Use with Casting Devices Only. If the VMC and associated Licensed Software will be located in the cloud using a web-based hosting service, the following network-specific requirements must be satisfied to enable proper operation of the SORA System if only casting devices will be utilized as In-Room Equipment:

- 1.10.1 Network ports and configuration requirements of Premises ISP and LAN operator.
  - 1.10.1.1 Network configuration requirements.
    - 1.10.1.1.1 One (1) new dry VLAN for casting devices.
    - 1.10.1.1.2 One (1) new dry VLAN created for system management.
    - 1.10.1.1.3 One (1) static IP on Guest Wi-Fi subnet for VMC.
  - 1.10.1.2 Physical network requirements.

- 1.10.1.2.1 2 trunk ports (both will be configured the same)
  - 1.10.1.2.1.1 Configured for new management VLAN traffic which must be untagged.
  - 1.10.1.2.1.2 Configured for tagged traffic associated with Guest Wi-Fi and casting network.
- 1.10.1.2.2 WAN connection for on-Premises router.
- 1.10.1.3 The STAYCAST Platform-device SSID must cover the entire Premises or all guest rooms and any other authorized areas in the Premises in which Equipment will be installed. The SORA System-device SSID must be configured for no client isolation.
- 1.10.2 Layer 2 connectivity is required on both wired and wireless HSIA networks in the Premises on which the SORA System will be operating. Client devices and guest devices cannot be routed prior to the ports described in this Subsection 1.10.
- 1.10.3 Global wireless requirements- wireless controller/wireless access points must be configured to enable global support for multicast and IGMP snooping.
- 1.10.4 Requirements for the Cloud-Based VMC- the cloud-based VMC needs to be able to listen for the mDNS and SSDP traffic, and to be able to make TCP connections to a guest’s wireless device(s) (e.g., smartphone or tablet). The cloud-based VMC will provide DHCP and gateway services for casting devices installed as part of the SORA System. The cloud-based VMC needs to establish TCP connections to the client device and the client device needs to establish TCP connections to the cloud-based VMC.

	Requirements	Notes
<b>Internet Service Provider</b>		
Name of Service Provider		The entity SONIFI will contact for Internet circuit
Contact Name	Title, Phone and Email	
Bandwidth		
<b>WAN IP Addresses</b>	Must be for exclusive use by SONIFI Must be Static Address	Static IP or DHCP IP address. Public or private address Must provide unfiltered outbound access to Internet
Subnet Mask	Assigned by Company’s Internet service provider	Example: 255.255.255.248
Gateway IP Address (only if static assignment)		-Examples: 155.212.32.29 and 12.6.147.59 -Can look similar to WAN IP address but is never the same -Also known as Gateway Address, Gateway IP, Default Gateway, and Default Router
<b>Additional Information</b>		
Cable Run Length	Limited to 99 meters maximum	Length of cable from the Internet Access point (hub, switch, or router) to VMC
Room, Switch/Hub/Router, and Port Location		This is the location that SONIFI will use for Headend Equipment
SONIFI requires a gigabit Ethernet connection from a switch or router		

- 1.11 Company must allow access through the Internet to the URL provided at the time of installation. SONIFI applications require access for both http (network port 3241) and https (network port 443). If additional VMCs are necessary to deliver the Services to designated areas of the Premises, additional ports are required (network port 3242 for the first additional VMC, network port 3243 for the second additional VMC, etc.).
- 1.12 Third-Party Systems – For any third-party systems that will be integrated with the Equipment, such as Company’s Property Management System (“PMS”), Point-of-Sale system (“POS”) or Ticket Management System (“TMS”) (collectively, “Third-Party Systems”), Company is responsible for: (a) utilizing SONIFI-approved Third-Party Systems; (b) providing the necessary link(s), including any and all required hardware and/or software, for connecting the Equipment to the Third-Party Systems at the Premises; (c) providing secure data connection(s) that enable the Equipment to transmit and receive data through any Company or third-party firewall to and from Third-Party Systems; and (d) securing and paying for any required license fees, integration fees, or any other vendor charges associated with establishing the necessary functional integration between the Third-Party Systems and the Equipment.
- 1.13 Television Compatibility – Company is responsible for ensuring its televisions at the Premises meet the required specifications for compatibility with the Project. SONIFI’s most current television compatibility requirements and specifications are available from [salesclientserv@sonifi.com](mailto:salesclientserv@sonifi.com) or from SONIFI’s Technical Assistance Center by calling 1-888-563-4363. To permit SONIFI to ascertain television equipment compatibility, Company shall specify on the “Required Premises Information Form” the number of televisions at the Premises that are compatible with MPEG-2 and/or MPEG-4 signal compression standards. Company shall also specify manufacturers and model numbers of each television. Each television to be utilized in connection with the SORA System is required to have an internal or external communications terminal, IP client, set-top box or set-back device that is compatible with the Equipment. The requisite communications terminal, IP client, set-top box or set-back device must be approved by SONIFI to ensure it meets or exceeds all compatibility requirements. If needed, Company may purchase compatible communications terminals from SONIFI. Company’s existing televisions or any and all televisions to be installed with the SORA System must have an HDMI port open (HDMI port 1 is preferred) for the installation of Equipment in each guest room or authorized public area(s) in the Premises. Company must at its sole cost install or make available in each guest room or authorized public area in which the Equipment will be installed an accessible 120V AC power outlet within .5 meters (one-half meter) of each television (preferred) or a television USB port with persistent power to which the Equipment can be connected pursuant to SONIFI’s standard installation practices and specifications. Notwithstanding the foregoing, if Company is purchasing ultra high-definition or 4K video compatible Equipment for the Premises, then Company must at its sole cost install or make available in

each room or authorized public area in which the 4K/ultra high-definition Equipment will be installed an accessible 120V AC power outlet within .5 meters (one-half meter) of each television to which the 4K/ultra high-definition Equipment can be connected because a television USB port does not deliver sufficient power for ultra high-definition or 4K video casting devices. Televisions that are not compatible with the Equipment may materially and significantly alter the scope, installation, schedule and price of the Project and associated labor and may necessitate new or additional MATV Work. If any hardware, software or changes are needed to make a television compatible with the SORA System (cables, firmware updates, physical terminals, etc.), Company may incur additional costs.

## **B. Equipment**

SONIFI is only responsible for providing the hardware required for the Project, unless otherwise specified in a separate statement of work, purchase order or work order.

## **C. Project Coordination**

Both Parties shall facilitate such open and timely communication as is necessary to coordinate and complete the Project in accordance with this SOW and the SORA Agreement. Each Party will appoint a Project Manager to serve as the primary Project lead and point of contact. Company shall provide an email address to facilitate the establishment of a portal account and to enable communications about failed guest purchases or failed guest devices or Company device pairing with in-room or authorized public area televisions, if applicable in each case, based on the specific Services purchased by Company for the Premises.

## **D. Project Schedule**

The Project schedule will include the following steps. Any failure by Company to meet its obligations as set forth in the SORA Agreement or this SOW may cause delays in the Project. The Parties shall attempt to schedule around any period of time where Company's circumstances would prevent, hinder, delay or significantly interfere with SONIFI's ability to perform any work necessary to complete the Project. The adjustment of the Project schedule to accommodate Company's circumstances shall equitably extend any deadlines by the corresponding time. An example of such circumstances would be high guest volume periods that would prevent SONIFI technicians from accessing rooms.

- 1.1. Project Kick-off Call: SONIFI and Company shall participate in a pre-inspection/evaluation phone call to review site and network requirements and findings, and to discuss any remedies needed to cure non-conformities with the SORA Agreement and/or this SOW.
- 1.2. Site Assessment: The Site Assessment will start with a 2-part implementation guide to be completed and returned by the Company's Project Manager. This document includes questions about Internet/HSIA equipment, existing televisions, equipment and facilities at the Premises (including, but not limited to, manufacturers and model numbers and firmware versions, if known), the MATV System and Premises Network Infrastructure located in the Premises, and the condition of the Premises. Pre-installation questions must be returned to SONIFI for approval before the Project can begin, while all other questions must be completed prior to scheduling installation of the SORA System at the Premises. The Site Assessment, including the implementation guide, is limited to SONIFI's analysis of and reliance upon Company-provided information and inaccuracies in this information may result in delays and/or increased Project costs.
- 1.3. On-Site Evaluation of Premises: SONIFI, in its sole discretion, may elect to conduct or require an on-site evaluation of the Premises, which may include an inspection and analysis of Company's HSIA equipment, wireless access point signal strength throughout the Premises, MATV System, Premises Network Infrastructure, and guest rooms for television information and mounting locations.
- 1.4. Purchase and Delivery of Equipment.
- 1.5. Installation, Configuration and Customization of the SORA System, such as custom MATV Work and customized content. SONIFI may determine that custom MATV Work is required at the Premises after conducting a Site Assessment or On-Site Evaluation of the Premises. Any custom MATV Work to be performed by SONIFI shall be described in a separate statement of work or purchase order agreed to and signed by Company and SONIFI.
- 1.6. MATV Work and HSIA Network Work: MATV Work and HSIA network repairs, upgrades and/or modifications (for both Wi-Fi and wired networks, as applicable) will be performed, as necessary or requested by Company, in accordance with the SORA Agreement, this SOW, a separate statement of work or purchase order, and/or applicable exhibit(s), amendment(s) or addenda to the SORA Agreement.
- 1.7. Testing and Acceptance, as Described in Section 4 of this SOW.

## **3. Parties' Responsibilities**

### **A. General Company Duties**

- 1.1. Company will participate in a pre-installation/site evaluation conference call with SONIFI and shall be reasonably available for follow-up technical and design planning questions.
- 1.2. Company shall review SONIFI's installation, site and network requirements for the SORA System and selected Services prior to the pre-installation conference call and will be responsible for advising SONIFI of any non-conforming condition(s) in Company's CNS (e.g., MATV System), HSIA network, equipment (e.g., televisions) or Premises (e.g., insufficient cooling or electrical capacity for specified Equipment).
- 1.3. Company shall provide all information requested by SONIFI concerning televisions, set-top boxes and set-back devices located at the Premises, including without limitation all information solicited in the Required Premises Information Form. Except as otherwise specified by SONIFI, Company shall deliver to SONIFI, no later than ninety (90) days after the Effective Date of the SORA Agreement, all elements

and information needed to customize SORA System Services Company has selected, licensed and purchased, as set forth and described in the Products & Fee Schedule and the Service Terms, and in any exhibits, schedules, forms, appendices, amendments or addenda to the SORA Agreement.

- 1.4 At SONIFI's request, Company shall allow SONIFI to perform an on-site evaluation or a written assessment/survey of the Premises, in SONIFI's sole discretion, to assess compliance and compatibility with all applicable site and network requirements and any specific needs unique to the Premises.
- 1.5 Company shall diligently, and in good faith, utilize commercially reasonable efforts to ensure the cooperation of its employees, agents and third-party service providers in order to: (i) complete the Project in a timely manner in accordance with this SOW and the SORA Agreement; and (ii) facilitate such Internet, Wi-Fi, and CNS equipment and network modifications at the Premises as are necessary to enable SONIFI to meet its obligations under this SOW and the SORA Agreement, and to ensure that the Equipment and Services function in accordance with applicable specifications.
- 1.6 As necessary or requested by SONIFI, Company shall provide necessary and timely access to the Premises for the conduct and completion of installation and configuration of all Equipment and Company's selected Services, including the SORA System. Such access shall include, but not necessarily be limited to: (a) the MATV System/Premises Network Infrastructure/CNS/local area network/Wi-Fi network; (b) televisions, set-top boxes and set-back devices (for an on-site evaluation, at least one of each type of television must be connected to the MATV System, the Premises Network Infrastructure, the CNS, the local area network and/or the SORA System; and for installation, all televisions that are to be connected to the SORA System, the Premises Network Infrastructure, the CNS, the local area network and/or the MATV System); (c) guest rooms (for on-site evaluation, as reasonably requested by SONIFI; for installation, all guest rooms to be connected to the MATV System, the Premises Network Infrastructure, CNS and/or SORA System); (d) public areas (for on-site evaluation, as reasonably requested by SONIFI; for installation all televisions in public areas to be connected to the MATV System, CNS, Premises Network Infrastructure, the local area network and/or SORA System); (e) utility closets; (f) the roof of the Premises (if necessary for the provision of Services); (g) back-office network and server rooms; and (h) PMS, TMS and POS computer system(s).
- 1.7 Company shall at all times provide a safe, hazard-free work environment for all Project activities and shall promptly eliminate any hazardous conditions identified by Company or SONIFI employees, contractors or agents.
- 1.8 Company shall provide SONIFI employees and agents with necessary access to guest rooms, public areas, hardware and equipment that require servicing during the Project and the performance of any additional MATV Work.
- 1.9 Company shall furnish to SONIFI, within the timeframe specified in the Service Terms or an exhibit, amendment, schedule, addendum or appendix to the SORA Agreement and/or as otherwise communicated in writing by SONIFI employees and/or agents, all tangible and intangible property, including but not limited to all necessary data, content (e.g., text, photos, images and video files in a form specified by SONIFI), Intellectual Property Rights and licenses, and security clearances needed to create and display Company-Customized Content and/or other customized video, graphics, images, menus and screens for which SONIFI is responsible in order to complete the Project based on the Services the Company has purchased. The specific Services Company has selected for the Premises are delineated on the Products & Fee Schedule and defined and described in the Service Terms and any exhibits, schedules, appendices, forms, amendments or addenda attached to and/or incorporated in the SORA Agreement.

#### **B. General SONIFI Duties**

- 1.1 SONIFI personnel shall participate in a pre-installation/site evaluation conference call with designated Company personnel.
- 1.2 SONIFI shall provide Company with access to SONIFI's installation requirements, on a confidential basis, prior to the pre-installation conference call. SONIFI may perform a site and network assessment of the Premises to determine if they comply with the site and network requirements delineated in Section 2.A. of this SOW. If an on-site inspection or site evaluation is deemed necessary by SONIFI, in its sole discretion, SONIFI's Project Manager will schedule such an inspection or evaluation with the Company's Project Manager. The Project schedule may include a description of the inspection/evaluation to be undertaken, and an estimate of the dates and amount of time SONIFI personnel and/or agents will be on the Company's Premises (including guest rooms, public areas, utility closets, back offices, and network/server rooms). A site inspection or evaluation may include one or more of the following tasks depending on the Services Company has selected: (a) evaluating the MATV System, Premises Network Infrastructure, CNS, Wi-Fi/wireline HSIA network, local area network and network switches at the Premises, electrical capacity throughout the Premises, and television capabilities for compatibility with Equipment and/or specified types of digital programming or digital content; (b) assessing signal reception for iTV Content and Services and/or other programming (e.g., standard definition digital and high-definition digital video programming); (c) assessing signal reception of wireless access points; (d) inspecting and evaluating environmental conditions at the Premises for the installation and operation of Equipment; and (e) determining whether all remote control models at the Premises are capable of changing television source inputs to the HDMI port to which in-room or authorized public area Equipment will be connected. After a site inspection/evaluation of the Premises has been completed, SONIFI shall provide Company with a written report of findings, which may include recommended improvements to the Premises (e.g., the MATV System, the HSIA network and/or televisions) and associated costs for SONIFI to perform such improvements.
- 1.3 SONIFI shall provide all forms needed for Company acceptance of and sign-off on all Project tasks and all MATV Work.

#### **4. Acceptance Testing and Sign-Off**

Project acceptance is based on the completion of the applicable tasks specified in this SOW and the Service Terms, and the conduct of a final joint inspection of the SORA System by SONIFI's Project Manager, or duly authorized designee, and Company's Project Manager, or duly authorized designee. After the successful activation of the SORA System at the Premises has been verified by the final joint inspection, Company shall affirm that all work has been completed and accepted and shall sign SONIFI's standard "**Billing Commencement & Installation Completion Form**". The final inspection is to be completed at the end of the Project. The Project Managers for SONIFI and Company, or their designee(s), shall schedule the final inspection to take place prior to the expiration of the Project completion deadline in the SORA Agreement. During the final inspection, each of the

agreed upon deliverables are tested in an actual guest room to ensure functionality. If all Equipment and Services are operating in accordance with SONIFI specifications, Company shall accept the Equipment and Services, in writing, by signing SONIFI's standard Billing Commencement & Installation Completion Form. If any Equipment or Service(s) are not operating in accordance with SONIFI specifications, such Equipment and/or Services shall be noted along with an estimated resolution date. After all Equipment and Services are operating in accordance with SONIFI specifications, Company shall accept the Equipment and Services, in writing, by signing SONIFI's standard Billing Commencement & Installation Completion Form. Notwithstanding anything to the contrary herein, should Company fail or refuse to sign a Billing Commencement & Installation Completion Form and SONIFI, in its sole but reasonable discretion, determines that it has completed all of its Equipment installation, configuration, customization and activation obligations as described in this SOW and the Service Terms, the Billing Commencement & Installation Completion Form shall be deemed to have been accepted and signed by Company "as-is" within three (3) business days of SONIFI's completion of its obligations under this SOW and the Service Terms, and SONIFI will commence billing for Services.

## **5. Specific Project Tasks**

SONIFI shall perform the tasks and provide the labor and materials described in any custom "statement of work," work order or purchase agreement signed by the Parties and prepared by SONIFI. If a custom "statement of work," work order or purchase agreement is requested by Company, SONIFI may charge all applicable rates and fees set forth in the applicable work order, statement of work or purchase agreement, or on SONIFI's then-current Rate Card, as applicable, and recover all out-of-pocket costs it incurred in connection with preparing such a statement of work, work order or purchase agreement, to the extent they are not already covered by a specified fee. If a custom "statement of work," work order or purchase agreement is deemed necessary by SONIFI, in its sole but reasonable discretion, in order to meet its obligations under the SORA Agreement and this SOW, SONIFI shall promptly notify Company and prepare a custom "statement of work," work order or purchase agreement for the performance of all tasks needed to enable SONIFI to meet its contractual obligations. If Company refuses to agree to and approve the custom "statement of work," work order or purchase agreement, as applicable, and SONIFI is unable to complete its obligations under the SORA Agreement and this SOW as a result, the SORA Agreement shall terminate immediately, without liability of any kind or amount on SONIFI's part, and Company agrees to pay SONIFI for any and all costs and expenses SONIFI has incurred in connection with the Project up to the date of Company's refusal, in addition to any other amounts (i) due to SONIFI pursuant to the SORA Agreement and/or (ii) ordered by court of competent jurisdiction. All remedies available to SONIFI at law or equity under the SORA Agreement are cumulative and nothing in this Section 5 limits or derogates such remedies. If the SORA Agreement terminates pursuant to this Section 5, SONIFI will transfer to Company title to and ownership of the on-Premises Equipment for which Company has paid SONIFI in full and Company shall be solely responsible for all such on-Premises Equipment. Nothing herein shall abrogate or modify Company's legal and contractual obligations to an Approved Third-Party Financing Company with respect to the Equipment.