

## STAY1000LX® SYSTEM LIMITED WARRANTY, MAINTENANCE AND SUPPORT

These STAY1000LX System Limited Warranty, Maintenance and Support terms and conditions (the “**SONIFI Limited Warranty**”) are incorporated into and made a part of the Agreement entered into by and between the Parties. Capitalized terms not defined in this SONIFI Limited Warranty shall be given the meaning ascribed to them in the body of the Agreement, the Service Terms, the Free-to-Guest Programming Appendix (if applicable), the STAY1000LX Non-Exclusive Software License Terms and the SOW, 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.

SONIFI’s sole and exclusive obligations to warrant, service, support, repair and maintain the STAY1000LX System are set forth in this SONIFI Limited Warranty.

### 1. **Limited Warranty for STAY1000LX Equipment and Licensed Software.**

1.1 **Coverage.** Subject to Company’s timely payment of all fees, charges and other amounts specified in the Products & Fee Schedule of the Agreement, SONIFI warrants: (a) that all Headend Equipment and In-Room Equipment (i) that is purchased from SONIFI or an Approved Third-Party Financing Company, if any, and (ii) that is installed at the Premises by SONIFI personnel as part of the STAY1000LX System shall be free from defects in materials and workmanship during the Initial Term of the Agreement; and (b) that any Licensed Software installed on, embedded into, incorporated within, or used in connection with Headend Equipment will substantially conform to any published Documentation during the Initial Term of the Agreement. Unless otherwise expressly stated in the Agreement, Licensed Software installed on, stored on, or embedded in In-Room Equipment is not warranted by SONIFI and is expressly excluded from this SONIFI Limited Warranty. The limited warranty period specified in this Section 1 applicable to Headend Equipment, In-Room Equipment and Licensed Software is referred to herein as the “**Limited Warranty Period**”. After the termination or expiration of the Limited Warranty Period, all service, maintenance, repairs, and support of Licensed Software, Headend Equipment and In-Room Equipment at the Premises shall be provided or delivered to the Company for the fees and charges set forth on the most recent SONIFI Rate Card available upon request to SONIFI at [salesclientserv@sonifi.com](mailto:salesclientserv@sonifi.com) or as made available at [www.sonifi.com](http://www.sonifi.com), plus (i) the cost of parts, components and other materials, (ii) the trip charge specified on the Rate Card, (iii) lodging expenses, parking fees and tolls and (iv) applicable taxes, shipping, handling and freight. **UNLESS OTHERWISE EXPRESSLY STATED IN THIS SONIFI LIMITED WARRANTY, THE LICENSED SOFTWARE TERMS, OR THE AGREEMENT, SONIFI IS NOT RESPONSIBLE FOR ANY DEFECTS, BUGS, ERRORS, DEFICIENCIES OR VULNERABILITIES IN LICENSED SOFTWARE INSTALLED ON, EMBEDDED INTO, INCORPORATED WITHIN OR USED IN CONNECTION WITH HEADEND EQUIPMENT AND IN-ROOM EQUIPMENT, AND SONIFI DOES NOT PROVIDE AND HEREBY DISCLAIMS ANY EXPRESS, IMPLIED OR STATUTORY WARRANTY WITH RESPECT TO SUCH LICENSED SOFTWARE, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.**

1.2 **Warranty Disclaimers.** **EXCEPT AS EXPLICITLY STATED IN THIS SONIFI LIMITED WARRANTY OR ELSEWHERE IN THE AGREEMENT, SONIFI DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ALL REPRESENTATIONS, COVENANTS, GUARANTEES AND WARRANTIES OF ANY KIND, STATUTORY, EXPRESS OR IMPLIED, WITH RESPECT TO THE HEADEND EQUIPMENT, IN-ROOM EQUIPMENT, LICENSED SOFTWARE, DOCUMENTATION AND ASSOCIATED SERVICES, INCLUDING WITHOUT LIMITATION ANY EXPRESS OR IMPLIED REPRESENTATION, COVENANT, GUARANTEE OR WARRANTY: (A) OF CONDITION, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT; (B) ARISING BY USAGE OR TRADE PRACTICES, COURSE OF DEALING OR COURSE OF PERFORMANCE; (C) THAT THE HEADEND EQUIPMENT, THE IN-ROOM EQUIPMENT, THE LICENSED SOFTWARE, THE DOCUMENTATION AND ASSOCIATED SERVICES WILL BE ERROR FREE, UNINTERRUPTED, SECURE FROM THIRD PARTY ATTACK OR FREE OF VIRUSES, BUGS, WORMS, TROJAN HORSES, MALWARE, CANCELBOTS OR OTHER MALICIOUS CODE; (D) THAT FUNCTIONS AND FEATURES CONTAINED IN THE HEADEND EQUIPMENT, THE IN-ROOM EQUIPMENT, THE DOCUMENTATION OR THE LICENSED SOFTWARE WILL MEET COMPANY’S OR ITS GUESTS’, EMPLOYEES’ AND INVITEES’ NEEDS, REQUIREMENTS OR EXPECTATIONS; AND (E) THAT THE HEADEND EQUIPMENT, THE IN-ROOM EQUIPMENT, THE LICENSED SOFTWARE, THE DOCUMENTATION AND ASSOCIATED SERVICES ARE FREE FROM DEFECTS, FIT TO BE SOLD, WILL PERFORM IN A PARTICULAR MANNER OR SPEED OR TO A PARTICULAR STANDARD OR ANY QUALITY OF SERVICE. IMPORTANT: DO NOT OPEN OR TAMPER**

**WITH ANY OF THE HEADEND EQUIPMENT OR IN-ROOM EQUIPMENT. OPENING OR TAMPERING WITH A COMPONENT OF THE HEADEND EQUIPMENT OR IN-ROOM EQUIPMENT MAY CAUSE DAMAGE THAT IS NOT COVERED BY THE SONIFI LIMITED WARRANTY OR MAY CAUSE THE HEADEND EQUIPMENT OR IN-ROOM EQUIPMENT TO STOP FUNCTIONING.** The specific limited warranties set forth in this SONIFI Limited Warranty do not apply to damage or failure to Covered Equipment or Licensed Software or inability to perform resulting from Company's failure (i) to comply with the Agreement (including the SOW, the Licensed Software Terms and the Service Terms) or (ii) to follow Documentation or oral or written instructions from SONIFI personnel or the applicable hardware manufacturer, hardware supplier, software developer or software publisher pertaining to the Headend Equipment, In-Room Equipment, Licensed Software and/or Updates. Unless otherwise expressly stated in the Agreement, this SONIFI Limited Warranty sets forth Company's sole and exclusive remedies in the event of a breach of warranty herein during the Limited Warranty Period.

## 2. General Maintenance and Support Terms.

2.1. Replacement Hardware, Parts, and Materials. SONIFI, in its sole discretion, may use new or refurbished parts, materials or equipment to source and provide Covered Equipment replacements and to perform repairs and maintenance of the Covered Equipment.

2.2. Telephone and E-Mail Support. During the Term, SONIFI shall use reasonably available means to furnish 24x7x365 technical support to Company via telephone, e-mail and any other reporting methods SONIFI may establish from time to time, in its sole discretion, regarding Covered Equipment and Licensed Software, subject (a) to Company's timely and complete payment of all fees, charges and costs owed to SONIFI, (b) to the limitations and exclusions in this SONIFI Limited Warranty and (c) to Force Majeure Events that interrupt telephone service, e-mail service or other communications services used for technical support. SONIFI shall provide a toll-free telephone number, e-mail address and any other applicable contact information to Company for Covered Equipment and Licensed Software technical support, which number, address, or information shall enable Company to contact the TAC. If a technical or performance-related problem with the Covered Equipment and/or Licensed Software is identified by Company, Company shall contact the TAC via the toll-free telephone number, e-mail address or any other reporting mechanism made available to Company for this purpose within twelve (12) hours of discovering the problem. TAC support is available to Company during the Term, subject to Company's timely payment of all fees, costs and charges set forth in the Agreement and Company's compliance with its other obligations under the Agreement, including this SONIFI Limited Warranty. TAC telephone support and e-mail support for Covered Equipment and Licensed Software is provided at no additional cost to Company during the Limited Warranty Period. Notwithstanding anything to the contrary in this SONIFI Limited Warranty, the Licensed Software Terms, the SOW, the Service Terms, or the body of the Agreement, (i) for all e-mails or telephone calls to the TAC at any time (A) that are outside the scope of or not covered by SONIFI's limited warranties and express maintenance, service and support obligations herein or elsewhere in the Agreement, or (B) that concern Equipment that is not Covered Equipment and (ii) for all e-mails or telephone calls to the TAC concerning Covered Equipment or Licensed Software after the Limited Warranty Period expires, in each case, SONIFI may provide telephone or e-mail support to Company 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 at [salesclientserv@sonifi.com](mailto:salesclientserv@sonifi.com) or as made available at [www.sonifi.com](http://www.sonifi.com). All TAC support is furnished in English only, and Company is solely responsible for any necessary translation costs and shall reimburse SONIFI for all such costs.

2.3. Remote Monitoring. SONIFI shall use reasonably available means to remotely monitor the Covered Equipment and Licensed Software for technical and performance issues during the Term, provided Company complies with its payment obligations to SONIFI and its obligation to furnish at no cost to SONIFI an adequate Internet connection as specified in the Agreement.

2.4. Licensed Software Updates. During the applicable Limited Warranty Period, SONIFI shall provide Updates for Covered Equipment to Company, at no additional charge to Company, at approximately the same time SONIFI makes such Updates generally and commercially available to its other licensees, subject to any equipment compatibility requirements, the commercial availability of Updates from applicable hardware manufacturers and suppliers or their licensors, and Company's compliance with its contractual commitments to SONIFI. SONIFI shall provide Updates for Equipment to Company after the applicable Limited Warranty Period has expired at approximately the same time SONIFI makes such Updates generally and commercially available to its other licensees, subject to the commercial availability of Updates from applicable hardware manufacturers and suppliers or their licensors and Company's compliance with its contractual commitments to SONIFI, at SONIFI's then current rate(s) set forth on the most recent SONIFI Rate Card available upon request to SONIFI at [salesclientserv@sonifi.com](mailto:salesclientserv@sonifi.com) or as made available at [www.sonifi.com](http://www.sonifi.com), plus (i) the cost of parts, components and other materials, (ii) the trip charge specified on the Rate Card, (iii) lodging expenses, parking fees and tolls and (iv) applicable taxes, shipping,

handling and freight. SONIFI reserves the right to charge Company for all Updates to Equipment that is not Covered Equipment at any time at SONIFI's then current rate(s) set forth on the most recent SONIFI Rate Card available upon request to SONIFI at [salesclientserv@sonifi.com](mailto:salesclientserv@sonifi.com) or as made available at [www.sonifi.com](http://www.sonifi.com), plus (i) the cost of parts, components and other materials, (ii) the trip charge specified on the Rate Card, (iii) lodging expenses, parking fees and tolls and (iv) applicable taxes, shipping, handling and freight.

2.5 **Force Majeure Event.** During a Force Majeure Event, SONIFI is not liable to Company for any failure to comply or delay in complying with one or more terms, conditions, obligations, warranties and/or covenants set forth in this SONIFI Limited Warranty, including without limitation the dispatch times specified in Section 4 of this SONIFI Limited Warranty. 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.

2.6 **Limitations and Exclusions.** Notwithstanding anything to the contrary in this SONIFI Limited Warranty, SONIFI has no obligation to perform any work, warranty service, Update, support, repair, replacement or maintenance associated with Equipment (including Covered Equipment), Documentation and Licensed Software, to the extent that SONIFI determines that a problem or failure is caused by: (a) the acts or omissions of Company or its owners, partners, members, directors, officers, employees, agents, contractors, affiliates, guests or invitees, regardless of whether such acts or omissions are intentional, reckless, or negligent; (b) vandalism, theft or willful or negligent acts or omissions of Company, or any of its owners, partners, members, directors, officers, employees, agents, contractors, affiliates, guests or invitees; (c) Company's failure to perform its obligations hereunder, including but not limited to following the site specifications in the SOW; (d) Premises renovations; (e) acts or omissions of third parties (other than SONIFI contractors or sub-contractors performing work under the Agreement or on SONIFI's behalf); (f) changes in Company vendors or other Company agents, including without limitation any and all changes to Company's Internet service and/or Internet circuit provider(s); (g) equipment, components, parts or software, such as televisions or Internet routers, purchased or licensed from or installed by any person or entity other than SONIFI, SONIFI contractors, SONIFI sub-contractors or an Approved Third-Party Financing Company; (h) misuse; (i) accidental damage, including but not limited to, contact with liquid, extreme heat, or foreign material; (j) limitations of technology; (k) modification, adjustment or alteration of any part of the Headend Equipment, the In-Room Equipment, the Documentation or the Licensed Software without SONIFI's authorization; (l) unauthorized opening of or tampering with the Headend Equipment or the In-Room Equipment (including, by way of example and not limitation, any attempt to defeat a technical limitation or anti-piracy mechanism); (m) cosmetic damage to the Headend Equipment or the In-Room Equipment; (n) unreasonable or unapproved use or any use or installation inconsistent with Documentation and SONIFI or manufacturer instruction; (o) use of parts or peripherals not recommended or approved by SONIFI; (p) damage caused by servicing not authorized by SONIFI; (q) damage caused by computer or Internet viruses, bugs, worms, Trojan horses, malware, cancelbots or other malicious code not introduced directly by SONIFI employees, contractors or sub-contractors (excluding software and Updates authored, published, licensed, provided or made available by In-Room Equipment manufacturers and their suppliers and licensors for which SONIFI is not responsible or liable in any case); (r) cable cuts caused by third parties (other than SONIFI employees, contractors or sub-contractors), the Company and/or its owners, partners, members, directors, officers, employees, agents, contractors, affiliates, guests or invitees; (s) single-room issues or problems with Equipment (including Covered Equipment) or Licensed Software; (t) changes in Company equipment at the Premises, such as televisions or the property management system; (u) any damage, problem or defect caused by Company's movement or replacement of televisions or terminal devices; (v) firmware updates for Internet routers, wireless access points, televisions, and set-top boxes or set-back devices; (w) any damage, problem, defect, Equipment modification, Equipment upgrade or hardware addition necessitated or caused by Company's remodeling, reduction or addition of guest rooms; (x) FTG Programming channel line-up management and changes, and questions or complaints regarding FTG Programming rates; (y) repair and programming of remote-control devices, including without limitation, battery replacement; (z) changes to Company's or the Premises' name; (aa) failure of Company owners, partners, members, directors, officers, employees, agents, contractors and/or subcontractors to communicate with and follow the instructions of TAC and SONIFI service personnel; (bb) public area televisions and related video programming and content; (cc) verifying high-speed Internet access data transmission availability and data speed, and all labor and parts for high-speed Internet access hardware; (dd) any damage, problem, defect or modification to Equipment or any Equipment upgrade or hardware addition, in any case, caused by Internet circuit conversions at the Premises; or (ee) a Force Majeure Event. If Company requests and SONIFI elects, in its sole discretion, to provide maintenance, repair and/or support services required due to any of the aforementioned instances, Company shall promptly reimburse SONIFI for all labor and travel expenses at SONIFI's rate(s) set forth in the most recent SONIFI Rate Card available from [salesclientserv@sonifi.com](mailto:salesclientserv@sonifi.com) or as made available at [www.sonifi.com](http://www.sonifi.com), plus (i) the cost of parts, components and other materials (if not covered under this SONIFI Limited Warranty), (ii) the trip charge specified on the Rate Card, (iii) lodging expenses, parking fees and tolls and (iv) applicable taxes, shipping, handling and freight.

### 3. **SONIFI Limited Warranty Remedies.**

3.1 **Notification of Possible Nonconformity.** Upon receiving notification of a problem with the Covered Equipment or Licensed Software, either through remote monitoring or a telephone call or e-mail from Company or another reporting method SONIFI makes available to Company, SONIFI will begin diagnosis of the cause of the problem as soon as reasonably possible, taking into consideration the availability of service personnel and/or the existence of a Force Majeure Event. When possible, the diagnosis, Update 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 Company's designated employee or representative with the information necessary to resolve the problem. In no event shall SONIFI be required to dispatch service personnel to the Premises for a problem not the result of a failure of or defect in Headend Equipment, In-Room Equipment or Licensed Software, regardless of whether such problem is discovered or reported during or after the Limited Warranty Period.

3.2 **In-Room Equipment.** If SONIFI, in its sole discretion, determines a reported problem with In-Room Equipment is attributable to a defect in materials or workmanship in the In-Room Equipment during the 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 in the Products & Fee Schedule, and described below. Based on information supplied by the Covered Equipment, the Licensed Software and/or Company's designated contact person, SONIFI shall ascertain and classify the severity of a reported issue as "low," "moderate" 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 In-Room Equipment. Company shall provide SONIFI's service personnel with full access to the affected In-Room Equipment. After inspecting the In-Room Equipment, SONIFI shall confirm whether the reported problem is the result of a defect in materials or workmanship in the In-Room Equipment. If the reported problem is attributable to a defect in materials or workmanship in the In-Room Equipment, excluding Licensed Software, and the problem was reported to the TAC or discovered by SONIFI within the Limited Warranty Period, SONIFI, in its sole discretion, shall repair or replace the defective part or In-Room Equipment with an identical or comparable part or piece of equipment that may be new or refurbished, at no additional cost to Company. If, during the Limited Warranty Period, SONIFI determines, after performing an on-site inspection, that a reported problem is not due to a defect in materials or workmanship in In-Room Equipment, or if the reported problem is due to a defect in Licensed Software installed on, stored on or embedded in In-Room Equipment, 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 at [salesclientserv@sonifi.com](mailto:salesclientserv@sonifi.com) or as made available at [www.sonifi.com](http://www.sonifi.com), plus (i) the cost of parts, components and other materials (if not covered under this SONIFI Limited Warranty), (ii) the trip charge specified on the Rate Card, (iii) lodging expenses, parking fees and tolls and (iv) applicable taxes, shipping, handling and freight. For any problem with the In-Room Equipment and/or the Licensed Software installed on, stored on or embedded in In-Room Equipment that is reported to TAC or discovered by SONIFI after the expiration of the Limited Warranty Period for which SONIFI dispatches service personnel to a Premises, 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 at [salesclientserv@sonifi.com](mailto:salesclientserv@sonifi.com) or as made available at [www.sonifi.com](http://www.sonifi.com), plus (i) the cost of parts, components and other materials (if not covered under this SONIFI Limited Warranty), (ii) the trip charge specified on the Rate Card, (iii) lodging expenses, parking fees and tolls and (iv) applicable taxes, shipping, handling and freight.

3.3. **Headend Equipment and Licensed Software.** If SONIFI, in its sole discretion, determines a reported problem with Headend Equipment or Licensed Software installed on, stored on or embedded in the Headend Equipment is attributable to (a) a defect in materials or workmanship in the Headend Equipment during the Limited Warranty Period or (b) a defect in the Licensed Software (including Updates) that prevents it from substantially conforming to any published Documentation during the Limited Warranty Period, and an on-site visit is required, SONIFI will dispatch service personnel to begin correcting 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 in the Products & Fee Schedule, and described below. Based on information supplied by the Headend Equipment, the Licensed Software and/or Company's designated contact person, SONIFI shall ascertain and classify the severity of a reported issue as "low," "moderate" 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 Headend Equipment and/or Licensed Software. Company shall provide SONIFI's service personnel with full access to the Headend Equipment

and/or the Licensed Software. After inspecting the Headend Equipment and/or Licensed Software, SONIFI shall confirm whether or not the reported problem is the result of a defect in materials or workmanship in the Headend Equipment and/or a defect in the Licensed Software installed on, stored on or embedded in the Headend Equipment that prevents it from substantially conforming to any published Documentation. If the reported problem is attributable to a defect in materials or workmanship in the Headend Equipment and/or a defect in the Licensed Software installed on, stored on or embedded in the Headend Equipment that prevents it from substantially conforming to any published Documentation, and the problem was reported to TAC or discovered by SONIFI within the Limited Warranty Period, SONIFI, in its sole discretion, shall repair or replace the defective part or Headend 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 Licensed Software, correct or mitigate the defect through an Update so that the Licensed Software substantially conforms with any published Documentation, in each instance, at no additional charge to Company. If, during the Limited Warranty Period, SONIFI determines, after performing an on-site inspection, that a reported problem is not due to a defect in materials or workmanship in the Headend Equipment or a defect in the Licensed Software installed on, stored on or embedded in the Headend Equipment 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 at [salesclientserv@sonifi.com](mailto:salesclientserv@sonifi.com) or as made available at [www.sonifi.com](http://www.sonifi.com), plus (i) the cost of parts, components and other materials (if not covered under this SONIFI Limited Warranty), (ii) the trip charge specified on the Rate Card, (iii) lodging expenses, parking fees and tolls and (iv) applicable taxes, shipping, handling and freight.

4. **Classification of Problems with Covered Equipment and Licensed Software.** Based on information supplied by the Covered Equipment, the Licensed Software and/or Company's designated contact person, SONIFI shall ascertain and classify the severity of a reported issue for purposes of Subsection 3.2 and Subsection 3.3 of this SONIFI Limited Warranty, as follows, in SONIFI's sole discretion:

4.1 **Low Severity Issue.** A reported or observed problem with Covered Equipment or Licensed Software characterized by a single or very low number of guest rooms experiencing technical issues related to Services, or minor picture quality problems; single guest room Service outage; fewer than two free-to-guest channels unviewable; training requests; Covered Equipment or Licensed Software 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 **Moderate Severity Issue.** A reported or observed problem with Covered Equipment or Licensed Software characterized by some guest rooms with picture quality problems; moderate issues such as property management system integration or video check-out failures; two or more free-to-guest channels unviewable; a single Service is not functioning: 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 24 hours; or Expedited Service Level Package- within 12 hours, all on a 24x7x365 basis.

4.3 **High Severity Issue.** A reported or observed problem with Covered Equipment or Licensed Software affecting a significant number of floors, or 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; more than two free-to-guest channels are not viewable simultaneously: 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 12 hours; or Expedited Service Level Package- within 6 hours, all on a 24x7x365 basis.

5. **On-Site Work Not Specifically Covered by a SONIFI Limited Warranty.** For any problem with the Covered Equipment and/or the Licensed Software installed on, stored on or embedded in the Covered Equipment that is reported to TAC or discovered by SONIFI after the expiration of the Limited Warranty Period for which SONIFI dispatches service personnel to the Premises, for any problem with Licensed Software installed on, embedded into or incorporated within In-Room Equipment for which SONIFI dispatches service personnel to the Premises at any time, for any problem with hardware, parts or software that is not expressly warranted by SONIFI under this SONIFI Limited Warranty, including Equipment that is not Covered Equipment, for which SONIFI dispatches service personnel to the Premises, for any on-site service call requested by Company after the expiration of the applicable Limited Warranty Period for which SONIFI dispatches service personnel to the Premises, for all MATV Work performed by SONIFI personnel or contractors (unless included in the Agreement), and for all work performed by SONIFI or its contractors on any other equipment, software and facilities not explicitly covered by a warranty or other SONIFI obligation expressly set forth in this SONIFI Limited Warranty, 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 at [salesclientserv@sonifi.com](mailto:salesclientserv@sonifi.com) or as made available at [www.sonifi.com](http://www.sonifi.com), plus (i) the cost of parts, components and other materials (if not covered under this SONIFI Limited Warranty), (ii) the trip charge specified on the Rate Card, (iii) lodging expenses, parking fees and tolls and (iv) applicable taxes, shipping, handling and freight.

6. **Service, Support and Maintenance Limitations.**

6.1 **Accelerated Service.** If, at any time, Company requests an earlier response time than that required per the service response times set forth in Section 4 of this SONIFI Limited Warranty, above, and SONIFI, in its sole discretion, dispatches service personnel to perform service, Updates, or repairs on an accelerated basis, Company shall be charged for labor at SONIFI's then current rate(s) set forth on the most recent SONIFI Rate Card available upon request to SONIFI at [salesclientserv@sonifi.com](mailto:salesclientserv@sonifi.com) or as made available at [www.sonifi.com](http://www.sonifi.com), plus (i) the cost of parts, components and other materials, (ii) the trip charge specified on the Rate Card, (iii) lodging expenses, parking fees and tolls and (iv) applicable taxes, shipping, handling and freight, regardless of whether the Limited Warranty Period is still in effect.

6.2 **Service, Support and Maintenance After the SONIFI Limited Warranty Period.** Except as otherwise expressly stated in this Subsection 6.2, SONIFI's maintenance, support, service, repair and limited warranty obligations set forth in this SONIFI Limited Warranty end immediately after the 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, service, repair and/or limited warranty obligations that will continue after the Limited Warranty Period for a defined period of time. After the expiration of the Limited Warranty Period, and subject to Company's timely and complete payment of all fees and charges owed to SONIFI under the Agreement, SONIFI will continue (a) to remotely monitor the Licensed Software, the Headend Equipment and the In-Room Equipment (i) it or an Approved Third-Party Financing Company has sold or licensed to Company and (ii) SONIFI personnel have installed at the Premises, as specified in Subsection 2.3 of this SONIFI Limited Warranty, (b) to make telephone support, e-mail support, and any other method of support SONIFI may establish and generally make commercially available from time to time in its sole discretion, available to Company, using reasonably available means, as specified in Subsection 2.2 of this SONIFI Limited Warranty, (c) to remotely install Updates on Headend Equipment, subject to Company's payment of applicable fees, charges and costs, (d) to remotely install Updates commercially available to SONIFI from the applicable In-Room Equipment manufacturer, supplier or licensor on In-Room Equipment, subject to Company's payment of applicable fees, charges and costs, and (e) to investigate problems with the Headend Equipment, the In-Room Equipment and Licensed Software, as applicable, upon receiving notification through remote monitoring or from the Company via telephone calls, e-mails or other authorized communications 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, if technically feasible and commercially reasonable to do so, will provide the Company's designated employee or representative with the information necessary to diagnose and resolve the problem. If SONIFI determines 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 reasonably possible taking into consideration the availability of service personnel, other contractual commitments and/or the existence of a Force Majeure Event. Company shall provide SONIFI's service personnel with full access to the Headend Equipment, the In-Room Equipment and Licensed Software, upon request. For all on-site visits/on-site service calls, repairs or replacements of Equipment, and Updates performed after the expiration of the applicable Limited Warranty Period, Company shall be charged for labor at SONIFI's rate(s) set forth on the most recent SONIFI Rate Card available upon request to SONIFI at [salesclientserv@sonifi.com](mailto:salesclientserv@sonifi.com) or as made available at [www.sonifi.com](http://www.sonifi.com), plus (i) the cost of parts, components and other materials, (ii) the trip charge specified on the Rate Card, (iii) lodging expenses, parking fees and tolls and (iv) applicable taxes, shipping, handling and freight.

7. **Charges for Maintenance and Support.** Except as otherwise expressly specified in this SONIFI Limited Warranty or elsewhere in the Agreement, for all work, repairs, service, hardware replacements, Updates and maintenance performed by SONIFI personnel or SONIFI contractors on the Headend Equipment, the In-Room Equipment and/or the Licensed Software, Company shall be charged for labor at SONIFI's rate(s) set forth on the most recent SONIFI Rate Card available from [salesclientserv@sonifi.com](mailto:salesclientserv@sonifi.com) or as made available at [www.sonifi.com](http://www.sonifi.com), plus (i) the cost of equipment, components, parts and other materials (including freight, handling and shipping costs), (ii) the trip charge specified on the Rate Card, (iii) lodging expenses, tolls and parking fees and (iv) applicable taxes. The Parties agree that SONIFI may unilaterally update its Rate Card(s) at any time during the Term. Copies of SONIFI Rate Cards may be obtained from [salesclientserv@sonifi.com](mailto:salesclientserv@sonifi.com).

8. **Scope of Service and Support.** SONIFI’s obligations under this SONIFI Limited Warranty do not apply to Internet circuits, wireless access points, Internet routers, the MATV System, the Premises Network Infrastructure and/or the CNS located in the Premises, and problems or issues solely related to Internet circuits, wireless access points, Internet routers, the MATV System, the Premises Network Infrastructure and/or CNS.

9. **Non-Payment of Fees.** SONIFI is not obligated to perform or to endeavor to perform any Update, Equipment repair or Equipment replacement, to provide TAC support by telephone or e-mail, or to correct or mitigate any failure, defect or error in Equipment or Licensed Software that occurs during a month in which Company has an undisputed past due amount owed to SONIFI that is more than sixty (60) days past due, regardless of whether the Limited Warranty Period is still in effect.

10. **Definitions.**

10.1 **“Covered Equipment”** means all Headend Equipment and all In-Room Equipment, in each case, sold by SONIFI or an Approved Third-Party Financing Company to Company pursuant to the Agreement and installed at the Premises by SONIFI personnel as part of the STAY1000LX System. Equipment is only Covered Equipment during the applicable Limited Warranty Period. Covered Equipment does not include Licensed Software or satellite dishes and other signal reception devices.

10.2 **“Headend Equipment”** has the meaning set forth in the SOW.

10.3 **“In-Room Equipment”** means, collectively, all set-top devices, set-back devices, Wi-Fi terminals, security enclosures and anti-theft cabling (a) that are purchased from SONIFI or an Approved Third-Party Financing Company, if any, pursuant to the Agreement for use in authorized areas of the Premises and (b) that are installed in one or more guest rooms at the Premises by SONIFI personnel or SONIFI contractors as part of the STAY1000LX System. In-Room Equipment does not include Licensed Software, televisions, television mounting hardware, remote-control devices, wireless access points, routers, casting devices, and any and all software and firmware installed on, stored on or embedded in wireless access points, routers, televisions, casting devices, and remote-control devices.

10.4 **“Licensed Software”** has the meaning set forth in the STAY1000LX® Non-Exclusive Software License Terms.

10.5 **“TAC”** means SONIFI’s Technical Assistance Center.

10.6 **“Updates”** means updates, bug fixes, patches, error corrections and upgrades to the Licensed Software authored, provided to Company or made commercially available to Company by SONIFI or its licensors.