

## STAY1000LX® SYSTEM LIMITED WARRANTY, MAINTENANCE AND SUPPORT

These STAY1000LX 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 set forth 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.** SONIFI warrants: (i) that all Licensed Software installed on, stored in or embedded in Headend Equipment will substantially conform to any published Documentation for a period of ninety (90) consecutive calendar days beginning on the Commencement Date; and (ii) all Headend Equipment and In-Room Equipment purchased from an Approved Third-Party Financing Company and installed by SONIFI personnel, if any, and all Headend Equipment and In-Room Equipment sold to the Company by SONIFI or installed at the Premises by SONIFI personnel shall be free from defects in materials and workmanship for a period of ninety (90) consecutive calendar days beginning on the date of installation. The 90-day limited warranty period applicable to Headend Equipment, In-Room Equipment and Licensed Software is referred to herein as the “**Limited Warranty Period**”. 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.

2. **Warranty Disclaimers.** 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. 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 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.

### 3. **Telephone Support, Remote Monitoring and Updates.**

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

3.2 **Remote Monitoring.** SONIFI shall use reasonably available means to remotely monitor the Headend Equipment, In-Room 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.

3.3 **Licensed Software Updates for Headend Equipment.** During the Limited Warranty Period, SONIFI shall provide Updates for Headend 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 Headend 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 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, 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.

3.4 **Licensed Software Updates for In-Room Equipment.** SONIFI shall provide Updates for In-Room Equipment 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, 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.

3.5 **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 Headend Equipment, In-Room 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 Headend Equipment, In-Room 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 Headend Equipment, In-Room 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 Headend Equipment, In-Room Equipment and Licensed Software (excluding Licensed Software installed on, stored on or embedded in In-Room Equipment and Updates for In-Room Equipment) 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, (B) that pertain to Licensed Software or Updates installed on, stored on or embedded in In-Room Equipment, or (C) that concern Equipment or hardware that is not Headend Equipment or In-Room Equipment and (ii) for all e-mails or telephone calls to the TAC concerning Headend Equipment, In-Room Equipment, or Licensed Software or Updates installed on, stored on or embedded in Headend Equipment, in each and any case, after the Limited Warranty Period expires, SONIFI, in its sole discretion, reserves the right to charge Company a fee for all telephone calls or e-mails to the TAC on a per incident basis, as set forth in 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 any applicable taxes. For purposes of this Subsection 3.5, 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. 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.

4. **SONIFI Response to Problems with the Headend Equipment, the In-Room Equipment and Licensed Software.**

4.1. **Notification of Possible Nonconformity.** Upon receiving notification of a problem with the Headend Equipment, the In-Room 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.

4.2. **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 correction 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 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.

4.3 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 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 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. For any problem with the Headend Equipment and/or the Licensed Software installed on, stored on or embedded in Headend 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.

## 5. Service, Support and Maintenance Limitations.

5.1 Accelerated Service. If, at any time, Company requests an earlier response time than that specified in Section 4, 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, 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.

5.2 Service, Support and Maintenance After the SONIFI Limited Warranty Period. Except as otherwise expressly stated in this Subsection 5.2, SONIFI's maintenance, support, service, repair and limited warranty obligations set forth in this SONIFI Limited Warranty end immediately after the 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, 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) if 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 3.2 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 3.5 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 (including Headend Equipment and In-Room Equipment), and Updates performed after the expiration of the 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. For clarity, the Parties agree that SONIFI may charge Company for remote and on-site Updates performed on In-Room Equipment at any time.

5.3 **Force Majeure.** 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. 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.

## 6. **Performance Exclusions.**

6.1 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 Headend Equipment and In-Room 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 Headend Equipment and In-Room 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.

6.2 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 delineated in Subsection 6.1, 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.

7. **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.

8. **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).

9. **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.

10. **Definitions.**

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

10.2 “**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.

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

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

10.5 “**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.