

STAY1000LX® STATEMENT OF WORK

1. Purpose of the Statement of Work

This STAY1000LX Statement of Work (“SOW”) is incorporated into the STAY1000LX Agreement and establishes the requirements, milestones and process for planning, installation, configuration, customization and acceptance of Services and the STAY1000LX 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 STAY1000LX Standard Terms and Conditions for Services (the “Service Terms”), in the STAY1000LX Non-Exclusive Software License Terms, in the SONIFI System Limited Warranty, Maintenance and Support terms, and in the body of the STAY1000LX Agreement entered into by and between the Parties, as amended, restated or supplemented from time to time (the “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 STAY1000LX Agreement or the Service Terms, this SOW will govern.

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 iTV Content and Services headend computer(s) (the “iTV Equipment”), and the keystroke router (“KSR”), if applicable (collectively, the “Headend Equipment”). The Headend Equipment should be housed in the same location as the Premises core network switch. Company shall provide a satisfactory location on or in the Premises for the installation of satellite dishes, any other necessary signal reception equipment and any associated Equipment, and such satellite dishes, signal reception equipment and all other Equipment must be in an accessible location for service and maintenance by SONIFI employees, contractors, and agents.
- 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 1.22 meters (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 iTV Equipment, 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 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
iTV Content and Services	• iTV for up to 500 rooms	1	465	1583	One (1) 20A-110VAC circuit. Duplex receptacle with two standard 20A outlets (NEMA 5-20R)
iTV Content and Services	• iTV for up to 1000 rooms	1	620	2115	
Guest Internet Access	Varies depending on size and type of equipment; contact SONIFI to request a site review and/or to provide a non-binding estimate.				
Custom	Contact SONIFI to discuss space, heat, and power 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 STAY1000LX 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 STAY1000LX 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 1 Mbps upstream and downstream to enable the STAY1000LX System, including without limitation the Headend Equipment, to function in conformance with this SOW and STAY1000LX System specifications available from salesclientserv@sonifi.com or from SONIFI’s Technical Assistance Center by calling 1-888-563-4363. If, during the Term of the 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 the 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 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 1 Mbps upstream and downstream; and
- 1.4.2.2 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, and (e) must not be firewalled or filtered; and
- 1.4.2.3 Company must provide its back-office public facing IP address. This will be used to restrict network access to the Headend Equipment's administrative menus and administrative menu levels.
- 1.5 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 80) and https (network port 443). If additional iTV Equipment is necessary to deliver the Services to designated areas of the Premises, additional ports are required.
- 1.6 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.
- 1.7 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 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 Project 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. 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 STAY1000LX 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 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 other STAY1000LX System features, 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 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 Agreement and/or this SOW.

- 1.2 Site Assessment: The Site Assessment will start with an 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 STAY1000LX 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 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 STAY1000LX 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: MATV Work will be performed, as necessary or requested by Company, in accordance with the Agreement, this SOW, a separate statement of work or purchase order, and/or applicable exhibit(s), amendment(s) or addenda to the 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 STAY1000LX 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), 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 Agreement, all elements and information needed to customize STAY1000LX 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 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 Agreement; and (ii) facilitate such Internet, CNS equipment and network modifications at the Premises as are necessary to enable SONIFI to meet its obligations under this SOW and the 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 STAY1000LX System. Such access shall include, but not necessarily be limited to: (a) the MATV System/Premises Network Infrastructure/CNS; (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 and/or the STAY1000LX System; and for installation, all televisions that are to be connected to the STAY1000LX System, the Premises Network Infrastructure, the CNS, 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 STAY1000LX System); (d) utility closets; (e) the roof of the Premises (if necessary for the provision of iTV Content and Services); (g) back-office network and server rooms; and (f) 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 To facilitate expeditious site assessment and installation of Equipment and/or the STAY1000LX System, Company shall provide complimentary guest rooms to SONIFI's onsite personnel and agents, or pay for the costs of alternative lodging arrangements, in each case, as specified in the Service Terms.

- 1.10 Company shall furnish to SONIFI, within the timeframe specified in the Service Terms or an exhibit, amendment, schedule, addendum or appendix to the 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 STAY1000LX Product Definitions and any exhibits, schedules, appendices, forms, amendments, or addenda attached to and/or incorporated in the 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, 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) reviewing local area network infrastructure and technologies, and network switch types; and (d) inspecting and evaluating environmental conditions at the Premises for the installation and operation of Equipment. 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 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 STAY1000LX 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 STAY1000LX 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 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 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 Agreement and this SOW as a result, the 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 Agreement and/or (ii) ordered by court of competent jurisdiction. All remedies available to SONIFI at law or equity under the Agreement are cumulative and nothing in this Section 5 limits or derogates such remedies. If the Agreement terminates pursuant to this Section 5, SONIFI will transfer to Company title to and ownership of the Equipment for which Company has paid SONIFI in full and Company shall be solely responsible for all such 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.