

# GENERAL STATEMENT OF WORK FOR INTERNET ACCESS EQUIPMENT INSTALLATION

## 1. Purpose of the General Statement of Work

This General Statement of Work for Internet Access Equipment Installation (“**General SOW**”), together with the body of the Broadband Agreement, the Service Terms, the Support Terms, the Enhanced Support Rider (if applicable), **Exhibit A**, the Nomadix EULA, the Deployment Statement of Work and any other statements of work or purchase orders attached to and made a part of the Broadband Agreement, establishes the requirements, milestones and process for planning, installation, set-up, configuration, activation and acceptance of the Internet Access Equipment at the Premises. Unless otherwise provided herein, all capitalized terms contained in this General SOW will have the same meaning ascribed to such terms in the Broadband Agreement, including without limitation the Service Terms. In the event of an irreconcilable conflict between the terms of this General SOW and the body of the Broadband Agreement, the terms of this General SOW shall prevail. In the event of an irreconcilable conflict between the terms of this General SOW and the Service Terms, **Exhibit A**, the Support Terms, the Network Management Addendum (if applicable) or the Enhanced Support Rider (if applicable), the Service Terms, **Exhibit A**, the Support Terms, the Network Management Addendum (if applicable) and the Enhanced Support Rider (if applicable) shall prevail, but only to the extent of the conflict. In the event of an irreconcilable conflict between the Nomadix EULA and the terms of this General SOW, the Nomadix EULA shall prevail in all cases, but only to the extent of the conflict.

## 2. Site and Network Requirements

- 2.1 Customer shall provide secure, climate-controlled, non-public main distribution frame (“**MDF**”) and intermediate distribution frame (“**IDF**”) locations at the Premises for the Internet Access Equipment, except for wireless access points that must be installed in unsecure, public areas of the Premises in order to deliver wireless Internet access signal coverage within the Premises. Unless otherwise stated in an addendum or an amendment to the Broadband Agreement, Customer shall also furnish equipment racks with sufficient space and ventilation for the Internet Access Equipment. All Internet Access Equipment and related hardware must be in an accessible location for maintenance, repair and replacement by SONIFI employees and SONIFI contractors.
- 2.2 The secure, non-public areas provided by Customer on the Premises must (a) have sufficient HVAC to maintain a temperature range of between fifty (50) degrees Fahrenheit and seventy-five (75) degrees Fahrenheit with the Internet Access Equipment and all associated hardware operating; (b) remain free of any hazardous, corrosive, or combustible chemicals or materials; and (c) otherwise meet SONIFI’s then current preferred installation specifications and guidelines, available from SONIFI upon request or as made available at [www.sonifi.com](http://www.sonifi.com).
- 2.3 Third-Party Systems – For any third-party hardware, third-party software and third-party services that will be integrated with the Internet Access Equipment, or any component thereof (collectively, “**Third-Party Systems**”), such as Customer’s External Broadband Connection,

Property Management System, Point-of-Sale system, or Ticket Management System, Customer is responsible for: (a) providing the necessary link(s), including any and all required hardware and/or software, for connecting the Internet Access Equipment to the Third-Party Systems at the Premises; (b) providing secure data connection(s) that enable the Internet Access Equipment to transmit and receive data through any Customer or third-party firewall to and from Third-Party Systems; and (c) securing and paying for any required license fees, integration fees, or any other vendor charges or SONIFI charges associated with establishing the necessary functional integration between the Third-Party Systems and the Internet Access Equipment.

## 3. Internet Access Equipment

SONIFI shall only be responsible for delivering, installing, configuring, setting up and activating, as applicable, the Internet Access Equipment Customer has purchased from SONIFI or an Approved Third-Party Financing Customer, unless otherwise specified in a separate statement of work, purchase order or work order signed by both Parties.

## 4. Project Coordination

Both Parties shall facilitate such open and timely communication as is necessary to coordinate and complete installation of the Internet Access Equipment and Service initiation in accordance with the Broadband Agreement. Each Party will designate such points of contact as are necessary to facilitate communication regarding all aspects of the Internet Access Equipment installation, configuration, set-up, and activation activities.

## 5. General Customer Duties

- 5.1 Customer shall participate in a pre-installation/site evaluation conference call with SONIFI and be reasonably available for follow-up technical and design planning questions.
- 5.2 Customer shall review SONIFI’s installation, site and network requirements for the Internet Access Equipment and Services prior to the pre-installation conference call and will be responsible for advising SONIFI of any non-conforming condition(s) in Customer’s network (e.g., Premises Internet Infrastructure and External Broadband Connection), equipment (e.g., computer systems) or Premises (e.g., insufficient cooling or electrical capacity for the Internet Access Equipment). SONIFI will make its installation, site and networking requirements available to Customer, on a confidential basis, upon request.
- 5.3 Customer shall provide all information requested by SONIFI concerning the Premises Internet Infrastructure and the External Broadband Connection.
- 5.4 Upon SONIFI’s or Customer’s request, Customer 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.

- 5.5 Customer diligently, and in good faith, shall utilize its best efforts to ensure the cooperation of its employees, agents and third-party service providers in order to complete installation, configuration, set-up and activation the Internet Access Equipment in a timely manner in accordance with this General SOW, and the Broadband Agreement (including the Service Terms).
- 5.6 Customer shall at all times provide a safe, hazard-free work environment for all Internet Access Equipment installation, configuration, set-up and activation activities and shall promptly eliminate any hazardous conditions identified by Customer or SONIFI employees or agents.
- 5.7 Customer shall provide SONIFI employees and agents with necessary access to guest rooms, public areas (e.g., conference rooms, spas, and concierge lounges) and equipment that require upgrades or servicing during the Internet Access Equipment installation, configuration, set-up and activation process.
- 5.8 Unless otherwise expressly stated in the Broadband Agreement (including the Service Terms and this General SOW), a separate statement of work, a separate purchase order or a separate work order, in each case signed by both Parties, Customer is solely responsible for: (a) any required core drilling; (b) cutting, installing, texturing and painting access panels; (c) Property Management System-related costs (the Property Management System must be configured for a two-way broadband Internet access interface); (d) furnishing a secure room for the Internet Access Equipment during the entire installation process once the Internet Access Equipment has been delivered to the Premises; (e) providing, paying for and maintaining an External Broadband Connection with sufficient bandwidth and data throughput to satisfy the data uploading and data downloading needs of Premises guests, invitees and employees; and (f) preparing, assembling, paying for, distributing, updating and replacing Internet access marketing materials and instructions.
- 5.9 Unless otherwise expressly stated in the Broadband Agreement (including the Service Terms and this General SOW), a separate statement of work, a separate purchase order or a separate work order, in each case signed by both Parties, Customer represents and warrants that any existing fiber-optic cabling (multimode or single mode) that is part of the Premises Internet Infrastructure: (a) is terminated into an MDF patch panel or an IDF patch panel, as applicable; and (b) is certified (IEEE 802.3) and accurately labelled.
- 5.10 Unless otherwise expressly stated in the Broadband Agreement (including the Service Terms and this General SOW), a separate statement of work, a separate purchase order or a separate work order, in each case signed by both Parties, Customer

represents and warrants that any existing data cables, such as CAT5/5e/6/6a or similar data cables, that are part of the Premises Internet Infrastructure: (a) are terminated into wall plates (biscuit jacks) at edge (device end); (b) terminated into an MDF patch panel or an IDF patch panel, as applicable; and (c) are certified (IEEE 802.3) and accurately labelled.

## **6. General SONIFI Duties**

- 6.1 SONIFI personnel shall participate in a pre-installation/site evaluation conference call with designated Customer personnel.
- 6.2 SONIFI shall provide all forms needed for billing commencement and for Customer acceptance of and sign-off on all Internet Access Equipment installation, configuration, set-up and activation tasks.

## **7. Specific Project Tasks**

SONIFI shall perform the tasks and provide the labor and materials described in any custom "statement of work," work order, change order or purchase order signed by both Parties and prepared by SONIFI. If a custom "statement of work," work order, change order or purchase order is requested by Customer, SONIFI may charge all applicable rates and fees set forth in the custom "statement of work," change order, purchase order or work order, 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 custom "statement of work," work order, change order or purchase order, to the extent they are not already covered by a specified fee or charge. If a custom "statement of work," work order, change order or purchase order is deemed necessary by SONIFI, in its sole but reasonable discretion, in order to meet its obligations under the Broadband Agreement, including without limitation the Service Terms and this General SOW, SONIFI shall promptly notify Customer and prepare a custom "statement of work," work order, change order or purchase order for the performance of all tasks needed to enable SONIFI to meet its contractual obligations. If Customer refuses to agree to and approve the custom "statement of work," work order, change order or purchase order, as applicable, and SONIFI is unable to complete its obligations under the Broadband Agreement as a result, the Broadband Agreement shall terminate immediately, and Customer agrees to pay SONIFI for any and all costs and expenses it has incurred in connection with the Broadband Agreement up to the date of Customer's refusal, in addition to any other amounts (i) due to SONIFI or SONIFI's third-party licensors pursuant to the Broadband Agreement and/or (ii) ordered by court of competent jurisdiction. All remedies available to SONIFI under the Broadband Agreement and at law and equity are cumulative and nothing in this Section 7 limits or derogates such remedies. If the Broadband Agreement terminates pursuant to this Section 7, SONIFI will transfer to Customer title to and ownership of the Internet Access Equipment for which Customer has paid SONIFI in full and Customer shall be solely responsible for all such Internet Access Equipment, subject to any third-party financing agreement. Nothing herein shall abrogate or modify Customer's legal and contractual obligations to an Approved Third-Party Financing Company with respect to the Internet Access Equipment.