

# STAYCAST PLATFORM LIMITED WARRANTY, MAINTENANCE AND SUPPORT

These STAYCAST Platform Limited Warranty, Maintenance and Support terms and conditions (collectively, the “**STAYCAST Limited Warranty**”) are incorporated into and made a part of the Agreement entered into by and between the Parties. Capitalized terms used but not defined in this STAYCAST Limited Warranty shall be given the meaning ascribed to them in the body of the Agreement, the Service Terms, the Licensed Software 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 STAYCAST Platform are set forth in this STAYCAST Limited Warranty.

## 1. **SONIFI Limited Warranty, Maintenance and Support.**

1.1 **Limited Warranty for the VMC and Licensed Software.** 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 each VMC (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 or SONIFI contractors as part of the STAYCAST Platform shall be free from defects in materials and workmanship during the Initial STAYCAST Term; and (b) that any Licensed Software installed on, embedded into, incorporated within, or used in connection a VMC will substantially conform to any published Documentation during the Initial STAYCAST Term when executed on the VMC. The limited warranty period specified in this Subsection 1.1 applicable to the VMC and Licensed Software is referred to herein as the “**VMC Limited Warranty Period**”. The limited warranty set forth in this paragraph does not apply to damage or failure or inability to perform resulting from Company’s failure to follow oral or written instructions or Documentation from SONIFI personnel pertaining to the VMC, Licensed Software and/or Updates.

1.2 **Limited Warranty for In-Room Equipment and Licensed Software.** Subject to Company’s timely payment of all fees, charges and other amounts specified in the Products & Fee Schedule of the Agreement, SONIFI warrants that all In-Room Equipment and Licensed Software installed on, embedded into or incorporated within In-Room Equipment shall be free from defects in materials and workmanship for a period of twelve (12) consecutive calendar months immediately following the Commencement Date specified in the Agreement (the “**In-Room Equipment Limited Warranty Period**”). **UNLESS OTHERWISE EXPRESSLY STATED IN THIS STAYCAST LIMITED WARRANTY, THE LICENSED SOFTWARE TERMS, THE SERVICE TERMS OR THE BODY OF THE STAYCAST AGREEMENT, SONIFI IS NOT RESPONSIBLE FOR ANY DEFECTS, BUGS, ERRORS, DEFICIENCIES OR VULNERABILITIES IN SOFTWARE (REGARDLESS OF WHETHER SUCH SOFTWARE IS LICENSED SOFTWARE) INSTALLED ON, EMBEDDED INTO, INCORPORATED WITHIN OR USED IN CONNECTION WITH 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.** The limited warranty set forth in this paragraph does not apply to damage or failure or inability to perform resulting from Company’s failure to follow oral or written instructions or Documentation from SONIFI or the applicable hardware manufacturer pertaining to the In-Room Equipment, Licensed Software and/or Updates.

1.3 **Limited Warranty Period.** The In-Room Equipment Limited Warranty Period and the VMC Limited Warranty Period are collectively referred to in this STAYCAST Limited Warranty as the “**Limited Warranty Period**”.

## 2. **SONIFI Limited Warranty Remedies.**

2.1 **Notification of Possible Nonconformity.** Upon receiving notification of a problem with the Covered Equipment (defined in Section 6) or Licensed Software (defined in Section 6), either through remote monitoring, 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 TAC personnel and the existence of a Force Majeure Event. When possible, the diagnosis and/or repair will be completed by the 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 resolve the problem.

2.2 **In-Room Equipment and Licensed Software Installed on In-Room Equipment.** In the event SONIFI determines that a problem is associated with the In-Room Equipment during the In-Room Equipment Limited Warranty Period, SONIFI, in its sole discretion, (a) will remotely install Updates on the In-Room Equipment, at no additional charge to Company, if SONIFI concludes the problem is software-related and Updates eliminating or mitigating the problem are commercially available to SONIFI from the applicable In-Room Equipment manufacturer, supplier or licensor, or (b) will provide replacements for the affected In-Room Equipment at no additional charge to Company (other than applicable shipping, handling and freight costs and all applicable taxes, duties and other government fees) if Company complies with reasonable requirements for testing and return of the affected hardware as may be established and modified by SONIFI from time to time. Company is solely responsible for paying all shipping, handling and freight charges, all insurance premiums, and all costs, duties and fees associated with shipping In-Room Equipment returned under warranty to SONIFI’s designated facility. SONIFI’s obligations under this Subsection 2.2 with respect to In-Room Equipment are limited to installing Updates, if commercially available to SONIFI from the applicable In-Room Equipment manufacturer, supplier, or licensor, or sending necessary In-Room Equipment replacements to the Premises, with all shipping, handling and freight charges, all insurance premiums, and all costs, duties and fees paid by Company. Should SONIFI determine in its sole discretion that In-Room Equipment (including Licensed Software) returned under warranty is in good operating condition or functioning in accordance with applicable specifications or Documentation, SONIFI may charge Company for any replacement In-Room Equipment provided to the Premises. Company personnel are solely responsible for actual physical installation and configuration of replacement In-Room Equipment at the Premises.

2.3 **VMC and Licensed Software on a VMC.** If SONIFI, in its sole discretion, determines a reported problem with a VMC or Licensed Software installed on, stored on or embedded in the VMC is attributable to (a) a defect in materials or workmanship in the VMC during the VMC Limited Warranty Period or (b) a defect in the Licensed Software that prevents it from substantially conforming to any published Documentation during the VMC Warranty Period, and SONIFI determines 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 VMC and the Licensed Software, upon request. After inspecting the VMC and/or Licensed Software, SONIFI shall confirm whether or not the reported problem is the result of a

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defect in materials or workmanship in the VMC and/or a defect in the Licensed Software installed on, stored on or embedded in the VMC that prevents it from substantially conforming to any published Documentation. If SONIFI determines the reported problem is attributable to a defect in materials or workmanship in the VMC and/or a defect in the Licensed Software installed on, stored on or embedded in the VMC that prevents it from substantially conforming to any published Documentation, and the problem was reported to TAC or discovered by SONIFI within the VMC Limited Warranty Period, SONIFI, in its sole discretion, shall repair or replace the defective part or VMC 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 VMC 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 VMC or a defect in the Licensed Software installed on, stored on or embedded in the VMC 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 equipment, components, parts and other materials, (ii) the trip charge specified on the Rate Card, (iii) meal expenses, travel and lodging costs, tolls and parking fees and (iv) applicable taxes and all shipping, handling and freight charges.

3. **On-Site Work Not Specifically Covered by a SONIFI Limited Warranty.** For any problem with the VMC and/or the Licensed Software installed on, stored on or embedded in the VMC that is reported to TAC or discovered by SONIFI after the expiration of the VMC Limited Warranty Period for which SONIFI dispatches service personnel to the Premises, for any problem with In-Room Equipment (including Licensed Software) 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 STAYCAST Limited Warranty 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 Company Infrastructure work performed by SONIFI personnel or contractors (unless expressly 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 STAYCAST 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 equipment, components, parts and other materials (if not covered under this STAYCAST Limited Warranty), (ii) the trip charge specified on the Rate Card, (iii) meal expenses, travel and lodging costs, tolls and parking fees and (iv) applicable taxes and all shipping, handling and freight charges. In no event shall SONIFI be obligated to dispatch service personnel to the Premises for a problem that is not the result of a failure of or a defect in Covered Equipment or Licensed Software, regardless of whether such problem is discovered or reported during or after the applicable Limited Warranty Period.

#### 4. **Service, Support and Maintenance Limitations.**

4.1 **Service, Support and Maintenance After the Applicable Limited Warranty Period.** Except as otherwise expressly stated in this Subsection 4.1, SONIFI's maintenance, support, service, repair and limited warranty obligations set forth in this STAYCAST Limited Warranty end immediately after the applicable Limited Warranty Period expires. After the expiration of the applicable 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 VMC 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 5.2 of this STAYCAST 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 5.3 of this STAYCAST Limited Warranty, (c) to send In-Room Equipment replacements to the Premises for installation and configuration by Company personnel in accordance with Subsection 2.2 of this STAYCAST Limited Warranty, subject to Company's payment of applicable fees, charges, expenses, 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 VMC, 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, in its sole discretion, 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 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 VMC, the In-Room Equipment and Licensed Software, upon request. For all on-site visits/on-site service calls and Updates performed after the expiration of the applicable Limited Warranty Period and for all In-Room Equipment replacements provided to Company after the expiration of the applicable In-Room Equipment 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 equipment, components, parts and other materials, (ii) the trip charge specified on the Rate Card, (iii) meal expenses, travel and lodging costs, tolls and parking fees and (iv) applicable taxes and all shipping, handling and freight charges.

4.2 **Warranty Disclaimers.** EXCEPT AS EXPLICITLY STATED IN THIS STAYCAST 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 VMC, 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 VMC, 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 VMC, THE IN-ROOM EQUIPMENT, THE DOCUMENTATION OR THE LICENSED SOFTWARE WILL MEET COMPANY'S OR

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ITS GUESTS', EMPLOYEES' AND INVITEES' NEEDS, REQUIREMENTS OR EXPECTATIONS; AND (E) THAT THE VMC, 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 VMC OR IN-ROOM EQUIPMENT. OPENING OR TAMPERING WITH A COMPONENT OF THE VMC OR IN-ROOM EQUIPMENT MAY CAUSE DAMAGE THAT IS NOT COVERED BY THE STAYCAST LIMITED WARRANTY OR MAY CAUSE THE VMC 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 inability to perform resulting from Company's failure (i) to comply with the SONIFI SORA Agreement (including the SOW and the Service Terms) and the SONIFI STAYCAST Agreement (if applicable) 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 VMC, In-Room Equipment, Licensed Software and/or Updates. Unless otherwise expressly stated in the SORA Agreement or the STAYCAST Agreement (if applicable), this SONIFI Limited Warranty sets forth Company's sole and exclusive remedies in the event of a breach of warranty herein during the applicable Limited Warranty Period.

### 5. General Maintenance and Support Terms.

5.1 Replacement Hardware, Parts and Materials. SONIFI, in its sole discretion, may use new or refurbished parts, materials or equipment to source and provide VMC and In-Room Equipment replacements and to perform repairs and maintenance of the STAYCAST Platform.

5.2 Remote Monitoring. SONIFI shall use reasonably available means during the STAYCAST Term to remotely monitor the VMC, the In-Room Equipment and the Licensed Software for technical and performance issues, 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. Remote monitoring is provided at no additional cost to Company, 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 and this STAYCAST Limited Warranty.

5.3 Telephone and E-Mail Support. During the STAYCAST 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 the VMC, 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 STAYCAST 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 VMC, 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 VMC, 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 STAYCAST Term at no additional cost, 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 and this STAYCAST Limited Warranty. Notwithstanding anything to the contrary in this STAYCAST Limited Warranty, the Licensed Software Terms, the SOW, the Service Terms, or the body of the Agreement, for all e-mails or telephone calls to the TAC at any time 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, SONIFI, in its sole discretion, 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, unless prohibited by law, and Company is solely responsible for any necessary translation costs and shall reimburse SONIFI for all such costs.

5.4 Licensed Software Updates. During the applicable Limited Warranty Period, SONIFI or SONIFI's licensors shall provide Updates to Company, at no additional charge to Company, at approximately the same time SONIFI or its licensors make such Updates generally and commercially available to their 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 to Company after the applicable Limited Warranty Period has expired, subject to the commercial availability of Updates from applicable hardware manufacturers and suppliers or their licensors, 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) meal expenses, travel, lodging and parking fees, and tolls and (iv) applicable taxes, and shipping, handling and freight charges.

5.5 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 STAYCAST 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.

5.6 Limitations and Exclusions. Notwithstanding anything to the contrary in this STAYCAST Limited Warranty, SONIFI has no obligation to perform any work, warranty service, Update, support, repair, replacement or maintenance associated with the VMC or 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 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, wireless access points 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 VMC, the In-Room Equipment, the Documentation or the Licensed Software without SONIFI's authorization; (l) unauthorized opening of or tampering with the VMC or the In-Room Equipment (including, by way of example and

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not limitation, any attempt to defeat a technical limitation or anti-piracy mechanism); (m) cosmetic damage to the VMC or the In-Room Equipment; (n) unreasonable or unapproved use or any use or installation inconsistent with Documentation and 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); (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 In-Room Equipment or Licensed Software; (t) changes in Company equipment at the Premises, such as televisions, wireless access points or the property management system; (u) any damage, problem or defect caused by Company's movement or replacement of televisions, wireless access points or Internet routers; (v) firmware updates for Internet routers, wireless access points, and televisions; (w) any damage, problem, defect, STAYCAST Platform modification, STAYCAST Platform upgrade or hardware addition necessitated or caused by Company's remodeling, reduction or addition of guest rooms; (x) repair and programming of remote-control devices, including without limitation, battery replacement; (y) changes to Company's or the Premises' name; (z) 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; (aa) verifying high-speed Internet access data transmission availability and data speed, and all labor and parts for high-speed Internet access hardware; (bb) any damage, problem, defect or modification to the STAYCAST Platform or any STAYCAST Platform upgrade or hardware addition, in any case, caused by Internet circuit conversions at the Premises; or (cc) a Force Majeure Event. If Company requests and SONIFI elects, in its sole discretion, to provide maintenance 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 equipment, components, parts and other materials, (ii) the trip charge specified on the Rate Card, (iii) meal expenses, travel and lodging costs, tolls and parking fees and (iv) applicable taxes and all shipping, handling and freight charges.

**5.7 Charges for Maintenance and Support.** Except as otherwise expressly specified in this STAYCAST 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 VMC, 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) meal expenses, travel and lodging costs, tolls and parking fees and (iv) applicable taxes and all shipping, handling and freight charges. The Parties agree that SONIFI may unilaterally update its Rate Card(s) at any time during the STAYCAST Term. Copies of SONIFI Rate Cards may be obtained from [salesclientserv@sonifi.com](mailto:salesclientserv@sonifi.com) or as made available at [www.sonifi.com](http://www.sonifi.com).

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

**5.9 Scope of Service and Support.** SONIFI's obligations under this STAYCAST Limited Warranty do not apply to Internet circuits, wireless access points, Internet routers, or the Company Infrastructure, and problems or issues solely related to Internet circuits, wireless access points, Internet routers, or the Company Infrastructure.

## 6. Definitions.

**6.1 "Covered Equipment"** means a VMC 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 or SONIFI contractors as part of the STAYCAST Platform. A VMC and In-Room Equipment is only Covered Equipment during the applicable Limited Warranty Period. Covered Equipment does not include (i) Licensed Software installed on or embedded in Covered Equipment or (ii) televisions, television mounting hardware, remote-control devices, wireless access points, routers and any and all software and firmware installed on, stored on or embedded in wireless access points, routers, televisions and remote-control devices.

**6.2 "Documentation"** has the meaning set forth in the Licensed Software Terms.

**6.3 "In-Room Equipment"** means, collectively, all SONIFI-approved casting devices, Ethernet adapters (if installed with SONIFI-approved casting devices), security enclosures and anti-theft cabling (i) 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 (ii) that are installed in one or more guest rooms at the Premises by SONIFI personnel or SONIFI contractors as part of the STAYCAST Platform. In-Room Equipment does not include (i) Licensed Software installed on or embedded in In-Room Equipment or (ii) televisions, television mounting hardware, remote-control devices, wireless access points, routers and any and all software and firmware installed on, stored on or embedded in wireless access points, routers, televisions and remote-control devices.

**6.4 "Licensed Software"** has the meaning set forth in the Licensed Software Terms.

**6.5 "TAC"** means SONIFI's Technical Assistance Center.

**6.6 "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.

**6.7 "VMC"** means the STAYCAST virtual machine controller(s) (i) that are purchased from SONIFI or an Approved Third-Party Financing Company, if any, pursuant to the Agreement, and (ii) that are installed and configured by SONIFI personnel or SONIFI contractors at the Premises as part of the STAYCAST Platform.