

# FREE-TO-GUEST PROGRAMMING STATEMENT OF WORK (EQUIPMENT REUSE)

## 1. Purpose of the Statement of Work

This Free-to-Guest Programming Statement of Work (“SOW”) is incorporated into the Agreement and establishes the requirements, milestones and process for planning, set-up, configuration, customization and acceptance of Existing FTG Equipment, any Replacement FTG Equipment and FTG Programming at the Premises (collectively, the “Project”). Capitalized terms not defined in this SOW shall be given the meanings ascribed to them in the Agreement, the Service Terms, the Licensed Software Terms, the SONIFI Equipment Maintenance Terms and the Free-to-Guest Programming Appendix, as applicable, 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 Agreement, this SOW will govern. In the event of an irreconcilable conflict between the terms of this SOW and the Service Terms, the Licensed Software Terms or the SONIFI Equipment Maintenance Terms, the Service Terms, Licensed Software Terms and the SONIFI Equipment Maintenance Terms, as applicable, 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 signal reception and distribution hardware and a key stroke router (if applicable) located in the Headend Location (the “Headend Equipment”). Headend Equipment can be Existing FTG Equipment, in whole or in part, and/or Replacement FTG Equipment, in whole or in part. Company shall provide a satisfactory location for the placement of satellite dishes, other signal reception devices and any related equipment needed to deliver FTG Programming to the Premises and such satellite dishes, signal reception devices and Headend Equipment and In-Room Equipment must be in locations accessible to SONIFI employees and subcontractors.
- 1.2 The Headend Location must (a) have sufficient HVAC to maintain a temperature range of between fifty (50) degrees and seventy-five (75) degrees Fahrenheit with the Headend Equipment operating; (b) provide a minimum of 57”(w) x 8’(d) of unobstructed floor space, with 8’ of unobstructed height from floor to ceiling head room for one (1) Headend Equipment cabinet and an additional 4’(w) x 8’(d) of unobstructed floor space for each subsequent Headend Equipment cabinet; (c) provide an electrical circuit with separate 20A-110V AC electrical outlets, with duplex receptacle (NEMA 5-20R), for each Headend Equipment cabinet based on requirements of the table below; (d) remain free of any hazardous, corrosive, or combustible chemicals or materials; and (e) otherwise meet SONIFI’s then current specifications and guidelines which are available from [salesclientserv@sonifi.com](mailto: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
FTG-Only	<ul style="list-style-type: none"> <li>• Up to 96 HD FTG Programming channels</li> </ul>	1	686	2340	One (1) 20A-110VAC circuit. Duplex receptacle with two standard 20A outlets (NEMA 5-20R)
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 and/or CNS located at the Premises, as needed, to install, set up, configure and activate the FTG Equipment and FTG Programming purchased, licensed or subscribed to by Company. If Company is using MATV System plant (not applicable for IPTV systems) at the Premises, Company must also provide one (1) 15A-110VAC outlet for an amplifier at the FTG Programming signal insertion point into the MATV System.
- 1.4 Company must provide SONIFI with a no-cost external connection to a Company Internet circuit at the Premises using Cat6 compliant Ethernet cabling (“Connectivity”) to enable the Existing FTG Equipment and any Replacement FTG Equipment to communicate back to SONIFI’s offices for the purpose of data retrieval, troubleshooting, monitoring, maintenance, and Existing FTG Equipment and Replacement FTG Equipment management. Company is solely responsible for providing the necessary Connectivity. The Connectivity must meet or exceed the following minimum guidelines:
  - 1.4.1 Bandwidth of at least 1 Mbps upstream and downstream.
  - 1.4.2 At least one (1) public routable IP address, assigned from the Internet service provider for the Premises before the Existing FTG Equipment and all Replacement FTG Equipment (if applicable) is activated. This IP address may also be referred to as the “**host IP**” or “**Company IP**”. The Company IP must (a) be a persistent, static IP address and not assigned by Dynamic Host Configuration Protocol (DHCP), (b) not be DHCP-reserved, (c) not be network address translated, (d) not be shared with another system, network or user, (e) not be firewalled or filtered, and (f) not be an unroutable IP address that is masqueraded, spoofed or translated.
  - 1.4.3 If, during the Term of the Agreement, Company adds services or features that require additional Internet bandwidth, Company shall promptly notify SONIFI of such services 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.

If Company fails to provide the required Connectivity prior to 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.

- 1.5 Company must provide its back-office public facing IP address. This will be used to restrict network access to the FTG 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 Existing FTG Equipment and/or Replacement FTG Equipment set-up and configuration. FTG Programming and monitoring of Existing FTG Equipment and any Replacement FTG Equipment require access for both http (network port 80) and https (network port 443).
- 1.6 In order to fully and timely set-up, configure and activate the Existing FTG Equipment, any Replacement FTG Equipment and FTG Programming at the Premises, it is necessary for SONIFI to receive all the required information solicited below prior to the Commencement Date. If the required information is not received prior to the Commencement Date, the set-up, configuration and activation of Existing FTG Equipment, any Replacement FTG Equipment and FTG Programming may be delayed and SONIFI shall not be liable or responsible for any breach of scheduling commitments or for any inability to perform attributable to such delay. In the event set-up, configuration and activation of Existing FTG Equipment, any Replacement FTG Equipment or FTG Programming is delayed due to Company's failure to provide all required information, Company agrees to pay SONIFI any additional fees, charges and costs associated with or attributable to the delay.

	Requirements	Notes
<b>Internet Service Provider</b>		
Name of Service Provider		The Company SONIFI will contact for Internet circuit
Contact Name	Title, Phone and Email	
Bandwidth		
<b>Public Routable IP Address</b>	Must be for SONIFI's exclusive use Must be static address	-Examples: 155.212.32.29 and 12.6.147.59 -Cannot be a Network Address Translated -Cannot be Firewall or filtered -Cannot be an RFC-1918 private routable IP address that is masqueraded, spoofed or translated -Cannot be DHCP "sticky" IP address -Addresses that are not supported <ul style="list-style-type: none"> <li>▪ Begin with 10, Begin with 192.168, Begin with 172.16-31</li> </ul>
Subnet Mask	Assigned by Company's Internet service provider	Example: 255.255.255.248
Gateway IP Address		-Examples: 155.212.32.29 and 12.6.147.59 -Can look similar to Public Routable IP address but is never the same -Also known as, Gateway Address, Gateway IP, Default Gateway, and Default Router
<b>Additional Information</b>		
Cable Run length	Limited to 328 feet maximum	Length of cable from the Internet Access point (hub, switch, or router) to SONIFI host Computer
Room, Switch/hub/router, and port location		This is the location that SONIFI will use for Headend Equipment
SONIFI requires a gigabit Ethernet connection from a hub, switch or router		

- 1.8 Third Party Systems – For any third party systems that will be integrated with the Existing FTG Equipment or any Replacement FTG 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 Existing FTG Equipment and any Replacement FTG Equipment to the Third Party Systems at the Premises; (c) providing secure data connection(s) that enable the Existing FTG Equipment and any Replacement FTG 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 Existing FTG Equipment and any Replacement FTG Equipment.
- 1.9 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](mailto: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 or as part of the Project is required to have an internal or external communications terminal that is compatible with the Existing FTG Equipment and all Replacement FTG Equipment (if applicable). The requisite communications terminal 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 Existing FTG Equipment and Replacement FTG Equipment may materially and significantly alter the scope, schedule, and price of the Project. If any hardware or software changes are needed to make a television compatible with the Existing FTG Equipment and any Replacement FTG Equipment (e.g., cables, firmware updates, physical terminals, etc.), Company may incur additional costs.

#### **B. Equipment**

SONIFI is only responsible for setting up, configuring, and activating the Existing FTG Equipment and any Replacement FTG Equipment required for the Project, unless otherwise specified in a separate statement of work, purchase order or work order signed by both Parties.

#### **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 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 FTG Programming.

#### **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 time period where Company's circumstances would prevent, hinder, delay or significantly interfere with SONIFI's ability to perform the needed work related to 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 an initial phone call to review site and network requirements, 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 a site survey document to be completed and returned by the Company's Project Manager. This survey document solicits information from the Company about 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 set-up, configuration and activation of the Existing FTG Equipment and any Replacement FTG Equipment at the Premises. The Site Assessment 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, facilities and/or equipment and guest rooms for television information and mounting locations.
- 1.4. Set-Up, Configuration and Customization of the Project, such as custom MATV Work. 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.
- 1.5. 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 signed by both Parties, and/or applicable exhibit(s), amendment(s) or addenda to the Agreement.
- 1.6. Testing and Acceptance, As Described in Section 4 of this SOW.

### **3. Parties' Responsibilities**

#### **A. General Company Duties**

- 1.1. Company will participate in an initial "kick-off" conference call with SONIFI and be reasonably available for follow-up technical and design planning questions.
- 1.2. Company shall review SONIFI's site and network requirements for the Existing FTG Equipment, Replacement FTG Equipment (if applicable) and FTG Programming prior to the kick-off 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 FTG 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.
- 1.4. Upon SONIFI's or Company'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 Connectivity, CNS and equipment modifications at the Premises as are necessary to enable SONIFI to meet its obligations under

this SOW and the Agreement, and to ensure that Existing FTG Equipment, Replacement FTG Equipment (if applicable) and FTG Programming function in accordance with applicable specifications.

- 1.6 As necessary or requested by SONIFI, Company shall provide access to the Premises for the conduct and completion of set-up, configuration, and activation of all Existing FTG Equipment and Replacement FTG Equipment (if applicable) and Company's selected FTG Programming. 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 Existing FTG Equipment/Replacement FTG Equipment; and for installation, all televisions that are to be connected to the Existing FTG Equipment/Replacement FTG Equipment, 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 Existing FTG Equipment/Replacement FTG Equipment); (d) public areas (for on-site evaluation, as reasonably requested by SONIFI; for installation all televisions in public areas to be connected to the MATV System, CNS, Premises Network Infrastructure and/or FTG Equipment/Replacement FTG Equipment); (e) utility closets; (f) the roof and building exterior (as applicable); (g) back-office network and server rooms; and (h) 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 and timely access to guest rooms, public areas, hardware, software and equipment that require servicing during the Project and during the performance of any additional MATV Work.
- 1.9 Company shall provide security escorts for SONIFI onsite personnel, as reasonably determined by Company or SONIFI, at no cost to SONIFI.

#### **B. General SONIFI Duties**

- 1.1 SONIFI personnel shall participate in a "kick-off" conference call with designated Company personnel.
- 1.2 SONIFI shall provide Company with access to SONIFI's site and network requirements for Existing FTG Equipment, Replacement FTG Equipment (if applicable) and FTG Programming, on a confidential basis, prior to the kick-off 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 provide 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, the roof, and the building exterior). A site inspection or evaluation may include one or more of the following tasks: (a) evaluating the MATV System, Premises Network Infrastructure and/or CNS at the Premises, electrical capacity throughout the Premises, and television capabilities for compatibility with Existing FTG Equipment/Replacement FTG Equipment and/or specified types of digital FTG Programming; (b) assessing signal reception for FTG 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 operation, maintenance, repair and support of Existing FTG Equipment and Replacement FTG Equipment (if applicable). 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 Existing FTG Equipment and Replacement FTG Equipment (if applicable) by SONIFI's Project Manager, or duly authorized designee, and Company's Project Manager, or duly authorized designee. After the successful activation of the Existing FTG Equipment, any Replacement FTG Equipment and FTG Programming 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 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 Existing FTG Equipment, Replacement FTG Equipment (if applicable) and FTG Programming is operating in accordance with SONIFI specifications, Company shall accept the Existing FTG Equipment, Replacement FTG Equipment and FTG Programming, in writing, by signing SONIFI's standard Billing Commencement Form. If any Existing FTG Equipment, Replacement FTG Equipment or FTG Programming is not operating in accordance with SONIFI specifications, such Existing FTG Equipment, Replacement FTG Equipment and/or FTG Programming shall be noted along with an estimated resolution date. After all FTG Equipment, Replacement FTG Equipment (if applicable) and FTG Programming is operating in accordance with SONIFI specifications, Company shall accept the Existing FTG Equipment, the Replacement FTG Equipment (if applicable) and FTG Programming, in writing, by signing SONIFI's standard Billing Commencement Form. Notwithstanding anything to the contrary herein, should Company fail or refuse to sign a Billing Commencement Form and SONIFI, in its sole but reasonable discretion, determines that it has completed all of its Existing FTG Equipment/Replacement FTG Equipment set-up, configuration, customization and activation obligations as described in this SOW and the Service

Terms, the Billing Commencement 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 FTG Programming.

#### **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 order is requested by Company, SONIFI may charge all applicable rates and fees set forth in the applicable work order, statement of work or purchase 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 statement of work, work order or purchase order, to the extent they are not already covered by a specified fee. If a custom “statement of work,” work order or purchase order 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 order 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 order, 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 any on-Premises Replacement FTG Equipment for which Company has paid SONIFI in full and Company shall be solely responsible for all such on-Premises Replacement FTG Equipment.