SONIFI System Reseller Agreement
Exhibit B – General Terms and Conditions

1 DEFINITIONS

"Affiliate" means, with respect to either Party, an entity legally permitted to contract on its own behalf, to sue in its own name, and to be sued, so long as either (a) such entity owns or controls, directly or indirectly, a majority interest in the voting equity of such Party, or (b) a majority interest in the voting equity of such entity is owned or controlled, either directly or indirectly, by such Party.

"**CNS" or "Communication Network System**" means the wired and wireless information network system at the Premises.

"Effective Date" has the meaning given in the preamble hereto.

"**End User License Agreement**" or "**EULA**" has the meaning given in Section 5.4.

"Equipment" means collectively the SONIFI Equipment and the Third Party Equipment.

"Installation Services" has the meaning given in Section 5.1

"**ITV System"** means a SORA System, as applicable.

"**Licensed Software**" means the software embodied in the Licensed Solutions.

"**Licensed Solutions**" means the SONIFI solutions listed in Exhibit A. For clarity, the Licensed Solutions do not include any portion of the CNS not supplied by SONIFI.

"**OTT Device**" means a third-party sourced over-the-top hardware device and related third-party software (e.g., Google's Chromecast® and/or Chromecast Ultra™ device, or casting-enabled set-top box) that is attached to a television or other display device in the guest room, which allows a guest to cast OTT Services content from a device capable of casting.

"OTT Services" means third-party over-the-top Internet-delivered services and content which can be accessed by guests via a mobile device. Guests may be required to use their mobile device to log in, create an account, and/or pay OTT Service providers a subscription or other fee in order to access some OTT Services and applications.

"Premises means a hotel, lodging establishment, or other hospitality facility in the Territory that has entered into an agreement with Reseller to purchase a Licensed Solution.

"**Premises Agreement**" means the agreement between Reseller and a Premises for purchase, installation and support of a Licensed Solution.

"**Promotional Materials**" means such sales and marketing materials for the Licensed Solutions as are made available to Reseller by SONIFI from time to time in its sole discretion.

"**Recurring Fees**" has the meaning given in paragraph 7.8(a).

"**Server**" means the headend server and controller for the applicable Licensed Solutions.

"Services" means, collectively, the Installation Services, the Support Services.

"**SONIFI Trademarks**" has the meaning given in Section 8.1.

"**SONIFI Guide**" means SONIFI's reference guide for the planning, site survey, installation, configuration, acceptance, support, maintenance, and other services related to each applicable Licensed Solution, as revised and updated by SONIFI in its discretion from time to time.

"SONIFI Equipment" means the Server and any other hardware or equipment provided by SONIFI for a Licensed Solution.

"**Support Services**" has the meaning given in Section 6.1.

"Territory" means those countries indicated on the signature page, and such other jurisdictions as the parties mutually agree in writing.

"**Third Party Equipment**" means, collectively, any equipment or hardware provided by a third-party vendor that is necessary to implement a Licensed Solution, which may include televisions, OTT Devices, router(s), set-top boxes (if any), uninterruptable power supply, power adapters, security enclosures, anti-theft cabling, Ethernet adapter, remote controls, televisions, satellite dishes, the CNS, other signal reception or transmission devices and associated components, but not the applicable Server.

"**Updates**" means incremental improvements, patches, fixes, etc. to the Licensed Software, respectively (e.g., version 2.1 to version 2.2, etc.), but not significant improvements in functionality or new feature capabilities (e.g., interactive TV product), as determined by SONIFI in its sole discretion.

2 TERM AND TERMINATION.

2.1 *Term***.** The Initial Term of this Agreement is for a period of three (3) years, commencing on the Effective Date. This Agreement will automatically renew thereafter for additional one (1) year terms (each a "**Renewal Term**"), unless written notice of termination is provided by either Party at least sixty (60) days prior to the end of the then current Term, or unless otherwise terminated in accordance with this Section 2.

2.2 *Termination For Breach*. Either Party may terminate this Agreement at any time for breach of this Agreement, if the breach remains uncured thirty (30) days after written notice of the breach (**"Cause"**). In the event that this Agreement is terminated for Cause, the date of termination shall be the date that the non-breaching Party provides notice of termination to the breaching party following a failure to cure within such period.

2.3 *Termination by SONIFI.* SONIFI shall have the right in its discretion to terminate this Agreement at any time upon 60 days' written notice.

2.4 *Continuation of Support***.** Upon the expiration or termination of this Agreement ("**Termination Date**"), Reseller will have no right (i) to promote, market, demonstrate, sell, install, configure or provide any Licensed Solution, (ii) to solicit orders for any Licensed Solution or (iii) to use SONIFI Trademarks; provided, however, the Support Services may continue beyond the Termination Date for the remainder of the then-current term of any existing Premises Agreements in effect as of Termination Date, and SONIFI shall continue to receive the Recurring Payments as described in Exhibit A with respect to such Premises, unless such Premises Agreement is expressly terminated by SONIFI (e.g., for material breach of the EULA).

2.5 *Transition of Support*. In the event that this Agreement expires or terminates for any reason, Reseller shall in good faith, using all commercially reasonable efforts, cooperate with SONIFI and its contractors, to maintain and facilitate a complete and orderly transition of support for all Premises, and of all information and work developed by Reseller during the course of this Agreement related to the Licensed Services.

2.6 *No Disparagement*. During the Term and upon termination or expiration of this Agreement, Reseller shall not make any statement disparaging SONIFI's officers, employees, directors, agents or contracting parties, or its business operations and products, including but not limited to the Licensed Solutions.

3 APPOINTMENT OF RESELLER; DISTRIBUTION AND DEPLOYMENT OF PRODUCTS

3.1 SONIFI appoints Reseller on a non-exclusive basis as a reseller and distributor of the Licensed Solutions to hotels, lodging establishments, and other hospitality facilities in the Territory. Reseller shall require each Premises to enter into a Premises Agreement consistent with the applicable terms and conditions set forth herein, or as otherwise

required by SONIFI, for a term of not less than three (3) years from the activation of the applicable Licensed Solution(s) at such Premises.

3.2 Reseller shall purchase the Products from SONIFI or a SONIFI-approved vendor using a purchase order or statement of work agreed upon by both Parties. No order will be deemed accepted unless SONIFI confirms its acceptance in writing. The purchase price for Products excludes all sales, VAT use, excise taxes, import duties, or other similar or equivalent taxes. If a provider of Third Party Equipment or of components of SONIFI Equipment increases the pricing of such equipment or components to SONIFI, then SONIFI shall have the right to adjust the purchase price by the same amount upon written notice to Reseller. SONIFI shall use commercially reasonable efforts to provide advance notice to Reseller of any such price adjustments.

3.3 Unless otherwise specified in a purchase order or statement of work, all sales to Reseller hereunder shall be F.O.B. at SONIFI's facilities located in Sioux Falls, South Dakota, or the facilities of SONIFI's approved vendor. All items purchased by Reseller will be shipped to the address specified in the applicable purchase order or statement of work. Reseller shall be responsible for obtaining all necessary permits, licenses and government approvals in connection with the shipment, importation to the Territory, promotion, marketing, installation, configuration, set-up, sale and use of the Products in the Territory. Notwithstanding anything to the contrary in this Agreement or any remaining purchase price owed to SONIFI, all risk of loss or damage to Products shall pass to Reseller upon SONIFI's delivery of the Products to, and a receipt by a common carrier at, the F.O.B. point in SONIFI's Sioux Falls, South Dakota facility or SONIFI's approved vendor.

3.4 Guest access to and use of the Licensed Solutions are contingent upon the correct and complete performance of the Installation Services and Support Service, including provision of adequate space in a Premises for the placement of the Server and all Equipment in accordance with the applicable Guide. SONIFI shall have no responsibility for purchasing, installing and maintaining the CNS, including but not limited to computer hardware, software and wiring needed (a) to furnish adequate bandwidth and availability to accommodate the Licensed Solutions and to enable the provision of maintenance and support; (b) to operate any system utilized by Premises to bill guests for content usage or any other Licensed Solutions; or. Likewise, SONIFI shall have no responsibility for confirming, purchasing, procuring, installing or maintaining sufficient Internet connectivity to accommodate the iTV System, any content services, and/or STAYCAST Platform service on all televisions in designated rooms and/or to enable the provision of maintenance and support as described elsewhere in this Agreement. Reseller shall not provide any Products at a Premises without performing the related Services (or engaging a SONIFI-authorized service provider to provide such Services) as described herein, and ensuring the installation of such Products is done in full compliance with the applicable Guides and requirements.

4 LICENSE OF SOFTWARE AND TECHNOLOGY

4.1 Subject to the terms and conditions of this Agreement, SONIFI grants to Reseller (including Reseller employees and contractors) a non-exclusive license, during the term of this Agreement (and any extension or renewal period as set forth in Section 2.1) to reproduce and distribute, without modification, executable object code copies of the Licensed Software solely as embedded on applicable Server for: (a) operation of the Licensed Solutions; (b) testing of the Licensed Software for interoperability with the CNS; and (c) pre-production installation and pre-production testing purposes. The license granted to Reseller in this Agreement may not be assigned, except that Reseller may assign its rights under the scope of this license to a Reseller Affiliate, provided that Reseller guarantees such Affiliate's timely payment of all fees due to SONIFI hereunder. SONIFI does not sell to Reseller, or to the owner, manager or operator of a Premises, or to guests the software and/or technology owned by SONIFI or third parties including but not limited to that installed on, embedded into, incorporated within or used in connection with any Equipment, including but not limited to OTT Devices.

4.2 Each of Reseller's customers are authorized to use executable object code copies of the Licensed Software as embedded on the applicable server or controller or other device, solely in connection with the operation of the applicable Licensed Solution at the Premises in accordance with the terms of this Agreement.

5 INSTALLATION OBLIGATIONS

5.1 Reseller shall perform the installation and configuration of a Licensed Solution at each Premises, in compliance with the applicable requirements for installation of such Licensed Solution as set forth in the applicable Guide, and any additional instructions or requirements prescribed by SONIFI from time to time.

5.2 Reseller acknowledges and agrees that the use of a Licensed Solution by a Premises, or an individual guest at a Premises, is and will be subject to, among other things, (i) the function and operation of the CNS, including but not limited to general Internet access bandwidth and availability at a Premises and specific Internet access bandwidth and availability in individual guest rooms within a Premises, (ii) continuing hardware, application, software, and firmware compatibility of all equipment components necessary to provide and use the Licensed Solution (including without limitation OTT Devices, Internet routers and access points, televisions and mobile devices), and (iii) all Google and other terms and conditions, user agreements and license agreements applicable to OTT Devices and individual casting applications or OTT Services residing on a guest's or a Premises' mobile device(s), none of which are within SONIFI's control. Reseller must require Premises to comply with all terms, conditions, user agreements and license agreements applicable to the Licensed Solutions and the Products, and each Premises and its guests must comply with all applicable terms, conditions, user agreements and license agreements applicable to the OTT Services that are being used and casted.

5.3 Reseller shall confirm that all guest room televisions and monitors at the Premises that are authorized to receive a Licensed Solution are capable of switching to the appropriate input or port. Reseller acknowledges and agrees that televisions and monitors at Premises include their own firmware and software for which SONIFI makes no warranties, promises, guarantees, and/or representations of any kind, express or implied, as to the quality, performance, compatibility, adequacy, merchantability, or fitness for a particular purpose of such firmware and software at any time, particularly as they relate to the functionality and performance of the any Licensed Solution.

5.4 Without limitation to the foregoing, Reseller shall advise each Premises that (i) in order to implement the Licensed Solutions it must accept the terms of the applicable end-user license agreements, including any third party licenses, terms, or conditions (collectively "EULA"). A Premises' approval is not a prerequisite to the enforceability of the EULA and no solicitation or representation on behalf of SONIFI by Reseller shall be construed as an inference to the contrary. Reseller shall promptly notify SONIFI of any known breach of such EULA's terms by any Premises.

5.5 All ITV sites must configure televisions to power on to the Welcome Channel, unless otherwise approved by SONIFI.

6 SUPPORT OBLIGATIONS

6.1 Reseller shall provide support and technical assistance to the Premises in not less than the minimum service levels specified in Exhibit D.

6.2 SONIFI will provide support and technical assistance to Reseller and Premises as specified in Exhibit D attached hereto, including ongoing technical support and assistance, provision of technical documents and bulletins, and telephone, email or comparable assistance to assist with installation, operation, maintenance, and problem resolution. Technical support, including emergency support (service affecting), will be available 24 hours a day. SONIFI and the Reseller will coordinate to prepare, and keep current, an escalation document that includes names, titles and telephone numbers, including after-hours telephone numbers, of SONIFI and Reseller personnel responsible for providing technical support to the Premises. The Parties will maintain a streamlined escalation process to speed resolution of reported problems.

7 SONIFI FEES

7.1 Reseller shall timely pay to SONIFI the fees as specified in Exhibit A.

7.2 SONIFI shall have no responsibility for subscription services or fees for any free-to-guest television, video on demand or pay-per-view services, OTT Services; any application(s) stored on a guest's mobile device, or any associated content, music performance or intellectual property rights, license, or fees; any fees, licenses, costs, and expenses for any other third-party intellectual property; and any internet access, data, or bandwidth charges or fees.

7.3 SONIFI and its third-party auditors who have agreed to abide by the security and confidentiality obligations and procedures reasonably required by Reseller will be provided with reasonable access to Reseller's facilities, books, and records to enable them to conduct audits of Reseller's performance of the Services and other matters relevant to this Agreement to ensure Reseller's compliance with its obligations hereunder. Any such audit will be conducted during normal business hours and in a manner designed to cause minimal impact on Reseller's ordinary business activities. Reseller shall retain all Records, books and other documents required under this Agreement for at least four (4) years after the expiration or termination of each Premises Agreement, and the audit rights provided in this Paragraph 7.3 shall likewise extend for the same period.

7.4 Reseller shall maintain complete, clear and accurate records of all rooms in every Premises in which a Licensed Solution is made available ("**Records**"), and upon installation of a Licensed Solution (and all associated Products and services), shall provide SONIFI with all information reasonably necessary for SONIFI to activate, monitor and maintain such Licensed Solutions (and all associated Products and Licensed Software), if necessary, and invoice Reseller for all fees and charges owed to SONIFI pursuant to this Agreement, in the form prescribed by SONIFI for such purpose.

7.5 All prices are subject to applicable taxes, shipping and freight costs. Late payments shall accrue interest until paid at the lower of 1.5% per month and the highest lawful rate. SONIFI reserves the right to modify or adjust fees and charges once each contract year during the Term and/or as otherwise required or permitted by this Agreement; by SONIFI's contracts with third-party service, programming and content providers; or by applicable laws, regulations, terms and conditions. Reseller shall be solely responsible for any applicable VAT, sales tax, use tax, or similar taxes and shall timely self-assess and report such taxes to the proper authorities through a reverse charge or similar process.

7.6 All payments to be made under this Agreement shall be made in cleared funds in US dollars, without any deduction or set-off, and free and clear of any withholding or setoff for or on account of any taxes, levies, imports, duties, tariffs, charges, fees and withholdings of any nature, now or hereafter imposed, by any governmental, fiscal or other authority. If a party to this Agreement is compelled to make any such deduction or withholding, it will pay to the receiving party such additional amounts as are necessary to ensure receipt by the receiving party of the full amount which that party would have received without the deduction or withholding. The withholding party shall provide the receiving party with official receipts or other documentation evidencing payment of the withholding taxes to the appropriate taxing authority.

7.7 *Product Invoicing*

a. Reseller shall provide SONIFI or its authorized vendor an executed purchase order for the Products, which purchase order shall be processed electronically and subject to acceptance by SONIFI or its authorized vendor, in writing or by SONIFI's commencement of the Services

b. SONIFI or its authorized vendor shall render a correct invoice to Reseller promptly after shipment of Product orders in the amount and according to the payment schedule described above. The invoice must specify in detail, if applicable, (i) quantities of each ordered item, (ii) unit prices of each ordered item, (iii) whether the item is taxable and the amount of tax per item, (iv) item and commodity codes, (v) total amounts for each item, (vi) total amount of applicable sales or use taxes, (vii) discounts, (viii) shipping charges, if any, (ix) total amount due, (x) the Reseller placing such order (xi) Premises' address, (xii) Purchase Order number, and (xiii) special service charges, if any.

c. Reseller shall initiate payment to SONIFI or its authorized vendor no later than thirty (30) days after receipt of SONIFI's invoice; provided that if any payment is due on a Saturday, Sunday or legal holiday, then payment shall be due on the following business day.

d. If the Reseller disputes any invoice rendered or amount paid, the Reseller shall notify SONIFI or its authorized vendor within thirty (30) days. The Parties shall work in good faith to resolve invoicing and payment disputes expeditiously, provided that such dispute resolution process does not exceed ninety (90) days.

7.8 *Recurring Fees.*

a. Reseller shall pay SONIFI the recurring fees shown in Exhibit A above for all rooms in any Premises in which the a Licensed Solution is made available to guests, employees or invitees, including any such rooms added after the effective date of a Premises Agreement, and any additional television sets, including television sets in public areas ("**Recurring Fees**"). The Recurring Fees with respect to each hotel customer shall be payable quarterly in advance for each year of the customer term except as otherwise stated in Exhibit A.

b. Reseller shall provide consolidated reporting and payment of Recurring Fees on a monthly basis during the Term and any extensions or renewals thereof, and with respect to any Premises Agreements for which the term(s) of such Premises Agreements extend beyond the Term of this Agreement Reports.

c. Recurring Fees are in addition to any other fees and charges Reseller or the Premises may owe to SONIFI pursuant to separate agreements, and shall not be deducted from or offset against such fees and charges payable by SONIFI.

8 LICENSE AND USE OF TRADEMARKS AND PROMOTIONAL MATERIALS.

8.1 SONIFI grants to Reseller a limited, revocable, non-exclusive, non-transferable, royalty-free license to use the Promotional Materials in the Territory during the Term solely in connection with the promotion, marketing, distribution and sale of the Licensed Solutions. Reseller shall not change or supplement the Promotional Materials, and may use the Promotional Materials solely in the manner prescribed by SONIFI.

8.2 Reseller shall develop an annual promotional plan for the Licensed Solutions, which shall be subject to SONIFI's approval, and shall update the same no less frequently than a rolling quarterly basis.

8.3 In connection with promoting and distributing the Licensed Solutions, Reseller will be allowed to display the trademarks SONIFI, SORA, and/or STAYCAST and related logos (collectively, the "**SONIFI Trademarks**") on SONIFI-approved webpages and other SONIFI-approved marketing materials, including business cards, which may state that Distributor is an Authorized Distributor of such Licensed Solutions or alternative language as mutually agreed to by the Parties., consistent with brand guidelines as solely provided by SONIFI and as amended by SONIFI from time to time. In the event SONIFI changes the branding used with the Licensed Solutions or updates its brand guidelines, then Reseller shall promptly discontinue any and all such display and use of the former SONIFI Trademarks and transition to the updated SONIFI Trademarks or branding as soon as commercially practicable.

8.4 No license is granted hereby to use any third party's trade names, trademarks, service marks, logos, domain names, and other distinctive features of such third party ("**Brand Features**"); provided, however, Reseller may use Google's Brand Features associated with the Chromecast OTT Device solely as provided in the Promotional Materials in connection with the promotion and sale of the SORA System and/or STAYCAST Platform. Without limitation to the foregoing, any other use of Google's Brand Features requires approval by SONIFI and/or Google, in the method prescribed by such party in its discretion for submitting and reviewing such use approvals.

8.5 Reseller acknowledges and agrees that as between SONIFI and Reseller, SONIFI is the sole and exclusive owner of the SONIFI Trademarks as well as any abbreviations or variations thereof, and of any and all other trademarks, trade names, service marks, trade logos and trade dress as SONIFI may unilaterally adopt periodically (registered or not), and all goodwill associated therewith. Any use of third-party marks shall be subject to the restrictions imposed by the owners of such marks. Reseller further acknowledges that nothing in this Agreement shall give, transfer, grant or confer to Reseller or any Reseller any right, title, or interest in or license to SONIFI Trademarks or any other SONIFI-owned or -licensed intellectual property except for the limited right to use the SONIFI Trademarks in accordance with this Agreement.

8.6 Reseller shall not adopt, register, seek to register or use any trademark, trade name or service mark or any other trademark, name, product name, domain name, symbol or logo which is confusingly similar to the SONIFI Trademarks, trade names or any Product names.

8.7 Reseller shall not make any modifications to the SONIFI Trademarks and will do nothing inconsistent with SONIFI's ownership in the SONIFI Trademarks. Any goodwill arising out of a Reseller's use of the SONIFI Trademarks shall inure solely and exclusively to the benefit of SONIFI.

8.8 SONIFI shall have the right to reproduce and display Reseller's name and logo on SONIFI's web site, and in other locations and materials describing authorized resellers and distributors of the STAYCAST Platform.

8.9 All rights, licenses, or permissions granted in this Section 8 shall automatically terminate on the termination or expiration of this Agreement.

9 GENERAL OBLIGATIONS

9.1 *General Restrictions*. Except as otherwise explicitly provided in this Agreement or as may be expressly permitted by applicable law, Reseller will not, and will not authorize any third parties including Premises to: (a) reproduce, modify, translate, enhance, decompile, disassemble, reverse engineer, or create derivative works of the Licensed Solutions; (b) rent, lease, or sublicense the Licensed Solutions; (c) circumvent or disable any technological features or measures in the Licensed Solutions.

9.2 *Proprietary Rights Notices*. Reseller will neither alter nor remove (nor authorize the alteration or removal of) any copyright notice or other proprietary rights notices that may appear on any part of Licensed Solutions. In addition, when reproducing and distributing any part of the software included with the Licensed Solutions, including but not limited to the Licensed Software, Reseller must include all copyright and other proprietary rights notices as are currently contained on each part of the software or as may be reasonably specified from time to time by SONIFI.

9.3 *No Warranties*. Reseller will not make or publish any representations, warranties, or guarantees on behalf of SONIFI concerning the Licensed Solutions without SONIFI's specific prior written approval.

9.4 *Reservation of Rights*. All software included in the Licensed Solutions, including but not limited to the Licensed Software, is licensed, not sold, by SONIFI to Premises receiving such Licensed Solution from Reseller, and nothing in this Agreement will be interpreted or construed as a sale or purchase of such software, including the Licensed Software or any part thereof. Reseller will not have any rights in or to the Licensed Software except as expressly granted in this Agreement. SONIFI reserves to itself all rights to the Licensed Software not expressly granted to Reseller in accordance with this Agreement. SONIFI retains all copyright, patent, and other intellectual property rights in and to the Licensed Software and any enhancements, modifications or derivatives thereof.

9.5 *Protection Against Unauthorized Use*. Reseller acknowledges that the Licensed Solutions and SONIFI Trademarks involve valuable proprietary rights of SONIFI. Reseller and SONIFI will use commercially reasonable efforts to prevent any unauthorized use of the Licensed Solutions or SONIFI Trademarks, and immediately notify the other party in writing of any unauthorized use that comes to its attention. Reseller will provide to SONIFI such reasonable cooperation and assistance related to investigating and subsequent actions concerning any such unauthorized use as SONIFI may reasonably request at SONIFI's sole cost and expense.

9.6 *Preferred Solution.* During the Term, Reseller shall use all commercially reasonable efforts to promote and to maximize the growth of the Licensed Solutions in the Territory. Therefore, the ITV Systems shall be the preferred entertainment and content solutions, the STAYCAST Platform shall be the preferred casting solution, and MWNS shall be the preferred WiFi and high-speed Internet solut promoted and distributed by Reseller to hotels and hospitality providers in the Territory, provided, however, that neither Reseller nor any of its affiliates or subsidiaries shall be prevented from offering to market, distribute or promote any competing entertainment and content solution or casting solution to any hotel or hospitality provider in the Territory. Nothing in this Agreement shall limit SONIFI or its affiliates, subsidiaries, employees, contractors, and/or representatives from promoting, marketing, demonstrating, selling, installing, servicing, maintaining, licensing, configuring or providing the Licensed Solutions, and all associated Licensed Software, Products, and services..

10 REPRESENTATIONS AND WARRANTIES

10.1 *Mutual Warranties*. Each party represents and warrants to the other that (a) this Agreement has been duly executed and delivered and constitutes a valid and binding agreement enforceable against such party in accordance with its terms; (b) no authorization or approval from any third party is required in connection with such party's execution, delivery, or performance of this Agreement; and (c) the execution, delivery, and performance of this Agreement does not violate the laws of any jurisdiction or the terms or conditions of any other agreement to which it is a party or by which it is otherwise bound.

10.2 SONIFI makes no warranties, guarantees or representations concerning the availability or adequacy of any OTT Services, the accessibility of any particular OTT Service via the Licensed Solutions, or the adequacy and availability of Internet bandwidth at a Premises or in

specific guest rooms for purposes of casting OTT Services using any Licensed Solutions. In addition, SONIFI makes no representations, guarantees or warranties that: (i) Reseller may lawfully market, promote, sell, distribute, support, install, offer, make available or provide any Licensed Solution for use in public areas of a Premises, including without limitation lobbies, meeting rooms, fitness centers, and spas. SONIFI does not have any responsibility for or control over OTT Services or software and firmware installed on Casting Devices, including but not limited to the acquisition of any necessary intellectual property rights related to content, such as public performance rights and music performance rights. Reseller agrees to indemnify SONIFI and hold it harmless from and against any and all claims, causes of action, losses, damages, penalties, fines and forfeitures arising out of or in connection with any Reseller's marketing, promotion, sale, distribution, installation, provision or use of a Licensed Solution in public areas of a Premises.

10.3 *Limited Warranty*. Maintenance, support and warranties with respect to the Licensed Solutions are as set forth in Exhibit C.

11 INDEMNIFICATION

11.1 Each Party shall indemnify, defend and hold harmless the other Party, its Affiliates, and their agents and employees, in accordance with this section against any loss and all claims, costs (including reasonable attorney's fees and costs), causes of action or damages arising from or in connection with: (i) the other Party's breach or violation of this Agreement; (ii) violation of an applicable law; or (iii) any action of gross negligence or intentional misconduct, including damage to property and injury to persons

11.2 SONIFI shall indemnify, defend, and hold harmless Reseller, its Affiliates, and their officers, directors, agents and employees, from and against any loss and all claims, costs (including reasonable attorney's fees and costs), causes of action or damages arising from or in connection with any claim that the Licensed Software infringes any copyright, right of publicity, or trade secret of a third party.

11.3 Reseller shall indemnify, defend, and hold harmless SONIFI, its Affiliates, and their officers, directors, agents and employees, from and against any loss and all claims, costs (including reasonable attorney's fees and costs), causes of action or damages arising from or in connection any claim arising out of Reseller's representations or promotional or marketing activities concerning any Licensed Solution, except as to any SONIFI-provided materials intended for use with such Licensed Solution.

11.4 The indemnifying party, at its sole expense will defend, and pay any costs, damages and settlements finally awarded against the indemnified party in such action; provided that indemnified party notifies the indemnifying party in writing of each claim and permits the indemnifying party to control the defense and/or the settlement of such claim; provided, that any such settlement shall (a) provide a full unconditional release of the indemnified party, and (b) not result in any financial or other obligations of the indemnified party or require the admission of any fault, liability or responsibility on behalf of the indemnified party. In the event that the scope of the proposed settlement does not satisfy the conditions set forth in the preceding sentence, the written consent of the indemnified party to such settlement shall be required, which consent shall not be unreasonably withheld or delayed. The indemnified party may also participate in the proceeding at its own expense.

11.5 Without prejudice to the foregoing, should the Licensed Software become, or in SONIFI's reasonable opinion is likely to become, the subject of a claim as aforesaid then SONIFI may either: (i) procure for Reseller the right to continue using such Licensed Software, as applicable; (ii) modify the Licensed Software to be non-infringing but with substantially equivalent functionality and performance; or (iii) replace the Licensed Software with substantially equivalent non-infringing material.

11.6 SONIFI will have no liability for any claim of infringement based on: (i) use of other than a current release of the Licensed Software if such infringement would have been avoided by use of a current release and Reseller has been so notified and provided with a current release at no additional charge, or (ii) use or combination of the Licensed Software with non-SONIFI programs or data if such infringement does not occur in the absence of such use or combination.

12 INSURANCE

12.1 During the Term and for at least two years thereafter, Reseller shall obtain and maintain at its own expense the following insurance coverages:

(a) Commercial General Liability insurance, with coverage for claims occurring anywhere in the world with limits of not less than USD $2,000,000 per occurrence (combined single limits for Bodily Injury and Property Damage). Coverage shall be on a "per location" basis, provide coverage for claims worldwide and include Broad Form Contractual Liability and Products and Completed Operations. Coverage limits of $2,000,000 may be satisfied by a combination of Commercial General Liability and Umbrella/Excess Liability policies; and

(b) Worker's Compensation insurance, as required by law, and Employer's Liability Insurance with minimum limits of USD $1,000,000 and shall cover Reseller's employees on the Premises.

(c) Cyber Liability and Professional Services Insurance with a per-occurrence and annual aggregate limit of not less than three million dollars ($3,000,000);

(d) Umbrella or Excess Liability Insurance covering the items set forth in Sections (a) through (e) above (except Workers' Compensation) with a policy limit of not less than three million dollars ($3,000,000) per occurrence.

12.2 All such insurance shall be primary and non-contributory, and obtained from a company or companies acceptable to SONIFI or with a current Best's Guide Rating of A- and Class VII or better, and which are authorized to do business in the state where the Premises are located. All such insurance, with the exception of Worker's Compensation, shall name SONIFI, and its respective parents, subsidiaries and affiliates as Additional Insureds (the "**Additional Insureds**"). The Insurance protecting SONIFI and other Additional Insureds is primary and non-contributory with any other insurance carried by any of the Additional Insureds. A certificate evidencing the issuance of such policy or policies of insurance shall be delivered to the SONIFI upon request. Evidence of the renewal of such policy or policies, or a new certificate, as the case may be, shall be delivered to SONIFI upon request.

13 CONSEQUENTIAL DAMAGES LIABILITY CAPS

13.1 NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, EXCEPT FOR GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT OR A BREACH OF THE COMPLIANCE, CONFIDENTIALITY, AND DATA PROCESSING OBLIGATIONS UNDER SECTION 14, (i) IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, SPECIAL OR EXEMPLARY DAMAGES (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR BUSINESS INTERRUPTION, LOST PROFITS, OR LOSS OF DATA) ARISING OUT OF THIS AGREEMENT, EVEN IF FORESEEABLE OR IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND (ii) IN NO EVENT SHALL SONIFI'S AGGREGATE, CUMULATIVE LIABILITY EXCEED THE TOTAL AMOUNT OF FEES EARNED BY SONIFI DURING THE PREVIOUS TWELVE (12) MONTHS OF THE TERM OF THIS AGREEMENT.

14 COMPLIANCE, CONFIDENTIALITY, AND DATA PROCESSING

14.1 *Compliance with Laws*. Each Party shall comply with all Laws attendant upon each Party's performance under this Agreement and Reseller's, the Reseller, or their customers' utilization of the STAYCAST Platform. Without limitation to Reseller's obligations under Section 3.3, Reseller shall procure all approvals, bonds, certificates, insurance, inspections, licenses, and permits for the Territory related to the performance of this Agreement. Reseller shall create and maintain any necessary records, provide any certificate, affidavit or other information or documentation requested or as otherwise required by SONIFI: (a) to show compliance by Reseller with Laws, or (b) to allow SONIFI to timely respond to any complaints, filings, or other proceedings.

14.2 *Anti-Corruption*. Reseller represents, warrants, and covenants that it will comply with the provisions set forth in Exhibit D, attached hereto and incorporated herein by reference.

14.3 *Confidentiality*. Each party shall keep in strict confidence and not disclose to any person any of the other party's confidential information, except as otherwise expressly provided in this Agreement. A party shall not use such confidential information of the other party, except solely to perform its obligations or the exercise of its rights under this Agreement. A party will make confidential information of the other party available only to those of its employees having a "need to know" in order to exercise such party's rights and perform its obligations under this Agreement. Any copies or reproductions of confidential information shall contain the same proprietary marking as the original. Should the receiving party be required to disclose confidential information by order of a governmental agency, legislative body, or court of competent jurisdiction, the receiving party shall promptly notify the other party thereof, and, upon the request of the latter shall fully cooperate with the other party in contesting such disclosure. If after such contest disclosure is still required, then the receiving party shall seek confidential treatment of such information from such governmental agency, body, or court. Except in connection with failure to discharge responsibilities set forth in the preceding sentence, neither Party shall be liable in damages for any disclosures pursuant to such governmental, legislative, or judicial order. All such confidential information and any reproductions thereof shall, within thirty (30) days of the written request, be either promptly returned to the other party or destroyed, at the other party's direction, except to the extent necessary for record-keeping purposes.

14.4 *Confidential Information.* "Confidential Information" shall mean, collectively, any information transmitted, transferred or exchanged pursuant to this Agreement, whether disclosed orally, in writing or electronically, of any nature in any form, including, without limitation, all writings, memoranda, reports, surveys, analyses, drawings, computer printouts, computer programs, computer applications, specifications, customer data, trade secrets, emails, files, business methods, business processes, business techniques, business plans, data, graphs, charts, pricing, costs, profits, commissions, sound recordings and/or pictorial reproductions which have been identified at or about the time of disclosure as proprietary or confidential by the disclosing party, or which is of such a nature that a reasonable person would consider the information confidential. The term "Confidential Information" shall not include information to the extent that the receiving party can prove that the information: (1) was known to the receiving party at the time of receipt from the disclosing party, so long as such information was not acquired through any breach of confidentiality obligations to the disclosing party; (2) is or becomes publicly known through no act or fault of the receiving party; or (3) is or becomes part of the public domain through no act or fault of the receiving party.

14.5 *Existing Obligations*. The obligations in this Section 14 are in addition to, and supplement, each party's obligations of confidentiality under any nondisclosure or other agreement between the parties.

14.6 *Data Processing and Information Security*. To the extent applicable and legally required, the Parties will cooperate in taking all necessary measures to comply with the provisions of applicable personal data protection laws, including entering into data processing agreements as may be required by appliable laws and regulations governing cross-border transfers of data and the processing of personal information, including but not limited to:

(a) Reseller shall be responsible for all applicable governmental and regulatory filings, notifications, and approvals related to transfers of data and processing of personal information as contemplated by this Agreement and customers' use of the Licensed Solutions;

(b) Reseller shall obtain written consent from all customers for the transfer of data and processing of personal information as contemplated by this Agreement and customers' use of the Licensed Solutions;

(c) if Standard Contractual Clauses and/or a Data Processing Addendum or similar documentation is required by applicable law or regulation for the transfer and processing of personal information in the USA, Reseller shall include such clauses and/or addendum in all customer agreements for the Licensed Solutions;

(d) Reseller shall at all times maintain technical and organisational security measures that meet or exceed generally accepted industry standards to protect SONIFI and customer data against unauthorised access, alteration, disclosure, accidental loss or destruction; and

(e) Reseller shall notify SONIFI within 24 hours of any data breach or likely data breach that occurs which discloses or is likely disclose confidential or personal information.

14.7 *Recommendations*. Reseller acknowledges and agrees that any modifications, improvements or other alterations or changes made to the Licensed Solutions, including any of the foregoing that are based, in whole or in part, on any feedback, suggestions or recommendations provided to SONIFI during the Term of this Agreement ("**Recommendations**"), are the exclusive property of SONIFI, and all right, title, and interest in all such Recommendations shall vest in SONIFI without charge or royalty of any kind.

15 GENERAL

15.1 *Relationship*. Each party will be and act as an independent contractor (and not as the agent or representative of the other party) in the performance of this Agreement. This Agreement will not be interpreted or construed as (a) creating or evidencing any association, joint venture, partnership, or franchise between the parties; (b) imposing any partnership or franchise obligation or liability on either party; or (c) prohibiting or restricting either party's performance of any services for any third party. Neither party may represent to anyone that it is an agent of the other party or is otherwise authorized to bind or commit the other party in any way without that other party's prior authorization.

15.2 *Assignability*. Neither party may assign its rights, duties, or obligations under this Agreement, except to an Affiliate, without the other party's prior written consent. If consent is given, this Agreement will bind the assigning party's successors and assigns. Any attempt by a party to transfer its rights, duties, or obligations under this Agreement, except as expressly provided in this Agreement, is void. Notwithstanding the foregoing, SONIFI may assign this Agreement without consent to a successor of its business in a merger, acquisition, sale of assets, or other

transaction, if the successor agrees to be bound by the terms of this Agreement through the purchase agreement, an assignment and assumption agreement or by operation of law.

15.3 *Subcontractors*. Either Party may utilize a subcontractor or other third party to perform its duties under this Agreement, so long as such Party remains responsible for all of its obligations under this Agreement.

15.4 *Notices*. Any notice required or permitted to be given in accordance with this Agreement will be effective if it is in writing and sent by certified or registered mail, or insured courier, return receipt requested, to the appropriate party at the address set forth on the signature page hereof, and with the appropriate postage affixed. Either party may change its address for receipt of notice by notice to the other party in accordance with this Section 14.4. Notices are deemed given three business days following the date of mailing, or upon the date of confirmed receipt if delivered via a courier.

15.5 *Force Majeure*. Neither party will be liable for, or be considered to be in breach of or default under this Agreement on account of, any delay or failure to perform as required by this Agreement as a result of any force majeure or other cause or condition beyond its reasonable control, so long as that party uses all commercially reasonable efforts to avoid or remove such causes of non-- performance.

15.6 *Governing Law*. This Agreement will be interpreted, construed, and enforced in all respects in accordance with the local laws of the State of New York without reference to its choice of law rules and not including the provisions of the 1980 U.N. Convention on Contracts for the International Sale of Goods.

15.7 *Arbitration.* All disputes, controversies or disagreements which may arise between the parties, in relation to or in connection with this Agreement, or for the breach hereof including any question of whether such dispute is arbitrable, shall be submitted to final and binding arbitration. The arbitration shall be initiated and conducted according to the JAMS International Arbitration Rules and Procedures, except as modified herein, including the JAMS Optional Appeal Procedure, at the New York office of JAMS, or its successor ("**JAMS**"), in effect as of the date of this Agreement (the "**JAMS Arbitration Rules**"). The seat of arbitration shall be in New York, NY, USA before a single neutral arbitrator appointed in accordance with the JAMS Arbitration Rules. The language of the arbitration shall be English. The arbitrator shall follow New York law and the Federal Rules of Evidence in adjudicating the dispute, without regard for any provision concerning conflict of laws. The Parties waive the right to seek punitive damages and the arbitrator shall have no authority to award such damages. The arbitrator will provide a detailed written statement of decision, which will be part of the arbitration award and admissible in any judicial proceeding to confirm, correct or vacate the award. Unless the Parties agree otherwise, the neutral arbitrator shall be a former or retired judge or justice of any New York state or federal *court*, or an attorney with a minimum of ten (10) years' experience in matters involving international transactions. If any Party refuses to perform any or all of its obligations under the final arbitration award within thirty (30) days of such final award being rendered, then the other Party may enforce the final award in any court of competent jurisdiction. Each party shall bear its own costs, fees, and expenses, including attorneys' fees, in connection with such arbitration proceeding.

15.8 *Injunctive Relief.* Notwithstanding the parties' agreement to submit all disputes to final and binding arbitration, the parties shall have the right to seek and obtain temporary or preliminary injunctive relief or specific performance in any court of competent jurisdiction without the need to post a bond. Such courts shall have authority to, among other things, grant temporary or provisional injunctive relief or specific *performance* (with such relief effective until the arbitrator has rendered a final award) in order to protect any party's rights under this Agreement or otherwise.

15.9 *Waiver*. The waiver by either party of any breach of any provision of this Agreement does not waive any other breach. The failure of any party to insist on strict performance of any covenant or obligation in accordance with this Agreement will not be a waiver of such party's right to demand strict compliance in the future, nor will the same *be* construed as a novation of this Agreement.

15.10 *Severability*. If any part of this Agreement is found to be illegal, unenforceable, or invalid, the remaining portions of this Agreement will remain in full force and effect.

15.11 *Disclosure of Agreement*. Reseller and SONIFI agree not to disclose, directly or indirectly, at any time to any third party, whether by way of comment, statement, press release, announcement of in any other manner, without the prior written consent of the other party, the existence, intent or terms of this Agreement, or the occurrence or content of any discussions, negotiations or investigations which have occurred or which may occur regarding the subject of this Agreement. Provided, however (i) the parties shall cooperate on a mutual press release within 120 days of the Effective Date, and (ii) SONIFI may represent to hotels, investors, etc. that Reseller is an authorized distributor of the Licensed Solutions, and use the Reseller's name and logo on its web site and other industry oriented or hotel-facing promotional materials.

15.12 *Interpretation*. The parties have had an equal opportunity to participate in the drafting of this Agreement. No ambiguity will be construed against any party based upon a claim that that party drafted the ambiguous language. The headings appearing at the beginning of several sections contained in this Agreement have been inserted for identification and reference purposes only and must not be used to construe or interpret this Agreement. Whenever required by context, a singular number will include the plural, the plural number will include the singular, and the gender of any pronoun will include all genders.

15.13 *Counterparts*. This Agreement may be executed in any number of identical counterparts, notwithstanding that the parties have not signed the same counterpart, with the same effect as if the parties had signed the same document. All counterparts will be construed as and constitute the same agreement. This Agreement may also be executed and delivered by facsimile or email and such execution and delivery will have the same force and effect of an original document with original signatures.

15.14 *Entire Agreement*. This Agreement is the final and complete expression of the agreement between these parties regarding the matters set forth herein.

15.15 *Integration* This Agreement supersedes, and the terms of this Agreement govern, all previous oral and written communications regarding these matters, all of which are merged into this Agreement. No employee, agent, or other representative of either party has any authority to bind that party with respect to any statement, representation, warranty, or other expression unless the same is specifically set forth in this Agreement. No usage of trade or other regular practice or method of dealing between the parties will be used to modify, interpret, supplement, or alter the terms of this Agreement. This Agreement may be changed only by a written agreement signed by an authorized agent of the party against whom enforcement is sought.

[*End – Exhibit B*]

SONIFI System Reseller Agreement
Exhibit C – Maintenance and Support, and Limited Warranty

1. Purpose of Exhibit C. This Exhibit C, "Maintenance and Support, and Limited Warranty," establishes certain specific requirements which Reseller shall follow in providing local support and maintenance for the Licensed Solutions at each Premises, the relative responsibilities of the Parties with respect to such support and maintenance services, and SONIFI's limited warranty with respect to the Licensed Solutions. SONIFI may revise and update this Exhibit C from time to time in its sole discretion to reflect improvements, product developments, process revisions, changes in technology, etc., and shall use all commercially reasonable effort to provide Reseller with timely notice of any such changes.

2. Tiered Support

a. "Tier 1 Support" includes basic troubleshooting and support for Premises concerning all in-room issues and problems related to the Licensed Solutions (including, without limitation, Servers, OTT Devices, guest Internet access devices, guests' mobile devices, televisions and monitors, and cabling), wireline and wireless network access, communications/Internet circuit issues and problems, direct guest support, assistance with general system diagnostics and troubleshooting for all other issues. and other common troubleshooting issues.

b. "Tier 2 Support" includes advanced technical troubleshooting and support regarding the Licensed Solutions, such as system diagnostics, replacement (not installation) of OTT Devices or other equipment, or Servers that have been diagnosed to be defective.

c. "Tier 3 Support" includes engineering level diagnostics, support, and troubleshooting for Servers, and related hardware or software issues regarding the Licensed Solutions.

3. Reseller Support. Reseller's service, support, and maintenance of the Licensed Solutions shall include the following:

a. Reseller shall be responsible for providing 24x7x365 Tier 1 Support, and on-site support as required by the Premises.

b. Reseller shall maintain sufficient inventory of spare Servers, other headend hardware, Third Party Equipment (including OTT Devices) to reasonably meet anticipated support and maintenance demands from the Premises, as specified in the applicable Guide.

c. Reseller shall be responsible to perform necessary physical repairs or maintenance required for the Servers and/or Third Party Equipment, either on location at a Premises, if feasible and reasonable to do so, or in Reseller's facility, in a prompt and timely manner.

4. SONIFI Support. SONIFI shall provide the following service and support to Reseller and the Premises, subject to any restrictions applicable to the cross-border transfer and processing of data:

a. SONIFI shall furnish 24x7x365 Tier 2 Support and Tier 3 Support in the English language via telephone to Reseller. SONIFI shall provide a telephone number to Reseller for Licensed Solutions technical support, which number shall enable Reseller to contact SONIFI's Technical Assistance Center ("**TAC**").

b. SONIFI reserves the right to determine, in its reasonable discretion, whether an issue is classified as a Tier 2 or Tier 3 issue requiring support through TAC.

c. SONIFI reserves the right to charge Reseller according to SONIFI's then-current Rate Card for telephone or any other support in connection with issues or problems identified by Reseller as requiring support from SONIFI that are later determined by SONIFI in its sole discretion to be Tier 1 issue or other problem which should be solvable by Reseller. SONIFI's current Rate Card is available upon request from salesclientserv@sonifi.com.

d. Upon receiving notification via TAC of a problem with a Server, Licensed Software, or Third Party Equipment, SONIFI will investigate the cause of the problem as soon as reasonably possible, taking into consideration available resources and other contractual commitments. The diagnosis and/or repair will be limited to those activities which can reasonably be completed by SONIFI's TAC without dispatching any SONIFI service personnel to a Premises.

e. All phone calls to and support rendered by SONIFI's TAC will be conducted in the English language; should interpretation or translation be required, additional charges will apply for the cost of interpreting/translation fees.

f. SONIFI shall use reasonably available means to remotely monitor the Servers, the Licensed Software, and the Third Party Equipment installed at a Premises for technical and performance issues, so long as SONIFI has been provided with a persistent Internet connection to

each and every Premises as described in the Agreement and the requirements for such Licensed Service.

g. In the event SONIFI determines that a problem is associated with Third Party Equipment covered by an applicable manufacturer's warranty, SONIFI may provide replacements for the affected component, provided that reasonable requirements for testing and return of the affected component have been met, as established and modified by SONIFI from time to time in its sole discretion. SONIFI's obligation under this paragraph with respect to Third Party Equipment is limited to sending necessary replacements for installation at the Premises, with the cost of such replacement and configuration to be allocated based on such applicable manufacturer's warranty coverage, etc. If SONIFI determines in its sole discretion that any Third Party Equipment returned to SONIFI is in good operating condition or functioning in accordance with applicable specifications or documentation, SONIFI may charge for shipping the Third Party Equipment at issue back to the affected Premises and bill for any replacement Third Party Equipment provided to the affected Premises, including but not limited to shipping costs, SONIFI's standard mark up for handling charges and overhead expenses), and all applicable taxes and duties or other fees.

h. In the event SONIFI reasonably determines that the reported problem is due to a defective Server or component thereof arising within the term of the limited warranty set forth in Section 6, below, and all payments and fees owed as of such date for such Premises have been fully paid to SONIFI, then such defective Server or part or component thereof will be repaired or replaced, in SONIFI's discretion.

i. SONIFI may, in its sole discretion, provide new or refurbished parts, materials or equipment to provide or source Server and/or Third Party Equipment replacements and for the performance of repairs and maintenance of a Server and/or Third Party Equipment, including but not necessarily limited to OTT devices, security enclosures, and cabling.

j. Except as otherwise expressly specified in this Agreement, for all work, repairs, service, support, and maintenance performed by SONIFI on a Server and/or Third Party Equipment not covered by an applicable warranty, SONIFI will charge for labor at SONIFI's then current rate(s) as set forth on SONIFI's then-current Rate Card plus (i) the cost of equipment, parts and other materials (including freight and international shipping costs and including SONIFI's standard mark up for handling charges and overhead expenses), (ii) travel costs, and (iii) applicable taxes and duties. SONIFI may update its Rate Card(s) in its discretion at any time during the Term.

5. Limitations on SONIFI Support.

a. Notwithstanding anything to the contrary herein, SONIFI shall have no obligation to perform any work, service, update, support, repair or maintenance associated with a Server, Third Party Equipment, and/or Licensed Software, or the limited warranty set forth in Section 6, to the extent that SONIFI determines that the problem or failure has been directly or indirectly caused by: (i) the acts or omissions of Reseller, a Premises or their respective directors, officers, employees, vendors, contractors, affiliates or guests, regardless of whether such acts or omissions are intentional, reckless, or negligent; (ii) vandalism, theft or willful or negligent acts or omissions of Reseller or a Premises, or any of their respective directors, officers, employees, vendors, contractors, affiliates or guests; (iii) Reseller's failure to perform its obligations hereunder or a Premises' failure to perform its obligations under a Premises Agreement, including but not limited to following the site specifications in the applicable Guide and requirements; (iv) Premises renovations; (v) acts or omissions of third parties, (vi) changes in vendors of SONIFI, Reseller or Premises; (vii) equipment or software purchased or licensed from or installed by any person or entity other than SONIFI or its authorized suppliers, such as televisions or Internet routers; (viii) misuse; (ix) accidental damage, including but not limited to, contact with liquid, extreme heat, or foreign material; (x) adjustments made by Reseller, a Premises or another third party without SONIFI's authorization; (xi) limitations of or changes in technology beyond SONIFI's control; (xii) modification or alteration of any part of a Server, Licensed Software, or Third Party Equipment; (xiii) unauthorized opening of or tampering with a Server (including, by way of example and not limitation, any attempt to defeat any technical limitation, security or anti-piracy mechanism);(xiv) cosmetic damage or damage caused to a SNC attributable to opening a Server without SONIFI's prior written approval; (xv) unreasonable use or any use or installation inconsistent with SONIFI documentation and instruction; (xvi) use of parts or peripherals not recommended or approved by SONIFI; (xvii) damage caused by servicing not authorized by SONIFI; (xviii) damage caused by computer or Internet viruses, bugs, worms, Trojan horses, malware or cancelbots; (xix) cable cuts caused by third parties, the Reseller, a Premises

and/or their respective directors, officers, employees, vendors, contractors, affiliates or guests; or (xx) a Force Majeure Event.

b. If Reseller requests and SONIFI elects, in its sole discretion, to provide maintenance, repair, and/or support services required due to any of the instances described in Paragraph 5.a., above, SONIFI may charge for all labor, expenses, parts, and equipment at the rate(s) set forth SONIFI's then-current Rate Card, plus all applicable taxes, fees, freight, export, and shipping costs.

c. SONIFI does not warrant and shall not be required under this Agreement to service, support, maintain, or replace any Third Party Equipment or other equipment not sold by or sourced from SONIFI.

d. SONIFI shall have no obligation to perform or endeavor to perform any repair or replacement of a Server or any Third Party Equipment, to provide any Update or to correct any failure if Reseller owes SONIFI fees, charges, costs or expenses with respect to such Premises and, in either case, any such fees, charges, costs or expenses are more than thirty (30) days past due.

6. Limited Warranty

a. *Servers*. SONIFI warrants that the Servers purchased from SONIFI will be free from material defects in materials and workmanship for a period of one (1) year from the date of installation at the Premises.

b. *Licensed Software*. SONIFI warrants that the Licensed Software shall function in accordance with its applicable specifications and documentation for a period of ninety (90) days from the date of installation of such Software. SONIFI warrants that it has taken reasonable precautions to prevent the introduction into the Software of any "viruses," "time bombs," "Trojan horses," "access keys" or other intentionally destructive, terminating, or disabling devices.

c. SONIFI does not warrant that the Licensed Software, the Products, or any part or component thereof, will meet Company's requirements or that the Products or Licensed Software will operate in an error-free manner. Company's sole and exclusive remedy in the event of a non-conformity covered by the express warranties contained in this Exhibit C is that SONIFI will, in its reasonable discretion, Update the Licensed Software, repair or replace the Products covered by the express warranty with new or refurbished Products and/or re-perform any required service(s) to make it substantially conform with such warranty or, in the alternative, substitute a comparable component for the Product component to which the nonconformity is attributable as reasonably approved by Company, such approval not to be unreasonably withheld, conditioned or delayed.

7. WARRANTY DISCLAIMER. EXCEPT AS EXPLICITLY STATED ELSEWHERE IN THIS 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 LICENSED SOLUTIONS, LICENSED SOFTWARE, SERVER, THIRD PARTY EQUIPMENT OR ASSOCIATED EQUIPMENT, SOFTWARE AND 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 ANY OF THE LICENSED SOLUTIONS, LICENSED SOFTWARE, SERVER, THIRD PARTY EQUIPMENT OR ASSOCIATED EQUIPMENT, SOFTWARE AND SERVICES WILL BE ERROR FREE, UNINTERRUPTED OR SECURE FROM THIRD PARTY ATTACK;

d. THAT ANY OF THE LICENSED SOLUTIONS, LICENSED SOFTWARE, SERVER, THIRD PARTY EQUIPMENT OR ASSOCIATED EQUIPMENT, SOFTWARE AND SERVICES WILL COMPLY WITH APPLICABLE REGULATORY REQUIREMENTS IN THE TERRITORY; OR

e. THAT ANY OF THE LICENSED SOLUTIONS, LICENSED SOFTWARE, SERVER, THIRD PARTY EQUIPMENT OR ASSOCIATED EQUIPMENT, SOFTWARE AND 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.

[*End – Exhibit C*]

SONIFI System Reseller Agreement
Exhibit D – SONIFI Compliance Covenants

1. This Exhibit D to Licensed Solutions Reseller Agreement sets forth Reseller's obligations and covenants concerning compliance with Anti-Corruption Laws (defined below) and Export Control Laws (defined below), as such laws may be amended from time to time. In addition to other representations, warranties, and covenants made by Reseller elsewhere in this Agreement, Reseller hereby represents, warrants, and covenants that:

2. No owner, shareholder (direct or beneficial), officer, director, employee, subcontractor, agent, third party representative, subagent, or other individual with any direct or indirect beneficial interest in Reseller or Reseller's payments under this Agreement, or any immediate family relation of any such person (collectively, "**Interested Persons**"), is a foreign Public Official or Entity. A **"Public Official or Entity"** means (i) an officer, employee, agent, or representative of any government or military, including, but not limited to, a customs official; (ii) any department, agency, corporate entity, instrumentality or political subdivision of any government or military; (iii) any person or commercial entity acting in an official capacity for or on behalf of any government or military; (iv) any candidate for political office, any political party or any official of a political party; or (v) any officer, employee, agent, or representative of any public international organization, including, but not limited to, the United Nations and World Bank. Reseller shall notify SONIFI immediately if it learns at any time during the term of this Agreement that (i) an Interested Person becomes a foreign Public Official or Entity, or (ii) a foreign Public Official or Entity acquires an ownership, voting, or economic interest in Reseller or a legal or beneficial interest in Reseller's payments under this Agreement.

3. To Reseller's knowledge, no Interested Person is listed in the following: (i) List of Specially Designated Nationals & Blocked Persons, Office of Foreign Assets Control, U.S. Treasury Department; (ii) List of Debarred Parties, Directorate of Defense Trade Controls, U.S. State Department; (iii) Denied Persons List, Bureau of Industry and Security, U.S. Department of Commerce; (iv) Entity List, Bureau of Industry and Security, U.S. Department of Commerce; or (v) Unverified List, Bureau of Industry and Security, U.S. Department of Commerce (collectively, the "**Lists**"). Reseller shall notify SONIFI immediately if, during the term of this Agreement, it learns that (a) any Interested Person appears in the Lists, or (b) any person included in the Lists acquires a legal or beneficial interest in Reseller or in Reseller's payments to be received under this Agreement.

4. Reseller acknowledges and confirms its understanding of the United States Foreign Corrupt Practices Act (15 U.S.C. Section 78dd-1, *et. seq.*) as amended (the "**FCPA**"), and the UK Bribery Act (Bribery Act 2010 (c. 23)) ("**UKBA**").

5. Reseller shall comply with Anti-Corruption Laws (defined below) and shall not cause SONIFI to be in violation of any Anti-Corruption Law. **"Anti-Corruption Laws"** mean, collectively: (i) the FCPA and UKBA; (ii) any applicable legislation or regulation implementing the Organization for Economic Cooperation and Development Convention Against Bribery of Foreign Public Officials in International Business Transactions; and (iii) all other applicable laws, regulations, orders, judicial decisions, conventions and international financial institution rules regarding domestic or international corruption, bribery, ethical business conduct, money laundering, political contributions, gifts and gratuities, or lawful expenses to public officials and private persons, agency relationships, commissions, lobbying, books and records, and financial controls. Reseller acknowledges and confirms its understanding of the Anti-Corruption Laws.

6. There have been no accusations, allegations, claims, investigations, informal inquiries, indictments, prosecutions, charges, or other enforcement actions against Reseller relating to bribery, corruption, money laundering, fraud, obstruction of justice, racketeering, or any other legal or ethical violation. Reseller and, to its knowledge, its employees, directors, owners, agents, and Subcontractors have never violated any Anti-Corruption Law or caused any other party to be in violation of any Anti-Corruption Law.

7. Reseller and its owners, directors, officers, agents, employees, and subcontractors will not, directly or indirectly through third parties, pay, promise or offer to pay, or authorize the payment of, any money or give any promise or offer to give, or authorize the giving of anything of value, to a Public Official or Entity for purposes of corruptly obtaining or retaining business for or with, or directing business to, any person, including, without limitation, SONIFI by (i) influencing any official act, decision or omission of such Public Official or Entity; (ii) inducing such Public Official or Entity to do or omit to do any act in violation of the lawful duty of such Public Official or Entity; (iii) securing any improper advantage; or (iv) inducing such Public Official or Entity to affect or influence any act or decision of another Public Official or Entity.

8. Reseller shall ensure that no part of any payment, compensation, reimbursement or fee paid by SONIFI to Reseller pursuant to this Agreement or otherwise will be used directly or indirectly as a corrupt payment, gratuity, emolument, bribe, kickback or other improper benefit to a Public Official or Entity.

9. Reseller shall not cause SONIFI to be in violation of any Export Control Law. **"Export Control Laws"** mean all U.S. or other laws and regulations relating to the export or re-export of commodities, technologies, or services, including, but not limited to, the Export Administration Act of 1979, 24 U.S.C. §§ 2401-2420, the International Emergency Economic Powers Act, 50 U.S.C. §§ 1701-1706, and the International Boycott Provisions of Section 999 of the U.S. Internal Revenue Code of 1986. The United States of America has imposed trade embargoes against certain countries. The exportation, re-exportation, sale or supply, directly or indirectly, of any SONIFI software, products, and technology (including technical data), or services to any such countries is strictly prohibited without prior authorization by the U.S. government. Further, any SONIFI software, products, and technology (including technical data), or services may not be exported or re-exported to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce Denied Person's List or Entity List. Reseller acknowledges and confirms its understanding of Export Control Laws.

10. If Reseller has information concerning a potential violation of any Anti-Corruption Law or Export Control Law in connection with the performance of this Agreement or the work performed for SONIFI, Reseller shall immediately notify SONIFI of such information.

11. Reseller will in good faith provide to SONIFI and/or its representatives, legal counsel, and advisors all documents and information of the character and type requested by SONIFI in writing in the course of its due diligence review of Reseller. Reseller shall answer in reasonable detail any questionnaire or other written or oral communications from SONIFI or its outside auditors or legal counsel, to the extent the same pertains to compliance with the above representations and warranties concerning Anti-Corruption Laws and Export Control Laws. Reseller agrees that SONIFI or its designated representative shall have the right to reasonable access of the Reseller's books and records to audit Reseller on a periodic basis during the Term and for three (3) years thereafter to confirm compliance with the Anti-Corruption Laws and Export Control Laws. Reseller shall provide to SONIFI and/or its representatives and advisors all supporting documents requested by SONIFI pertaining to any expenses incurred, products provided, and/or services performed by Reseller and any Subcontractors pursuant to the Agreement to ensure compliance with the FCPA. Reseller understands and acknowledges that, notwithstanding any other provision contained herein, SONIFI shall not be obligated to reimburse any expense incurred or pay for any service performed by Reseller or any of its Resellers if, in the SONIFI's reasonable opinion, (i) Reseller has failed to provide adequate documentation or information regarding an expense or service, or (ii) an expense reimbursement or service payment would cause SONIFI to be in violation of the FCPA or any other applicable law.

12. Reseller agrees to indemnify SONIFI in accordance with the terms of the Agreement for any damages incurred by SONIFI, including any costs associated with any underlying investigation, as a result of any violation of the FCPA or UKBA, any other Anti-Corruption Law, or Export Control Law by Reseller or by any owner, director, officer, employee, agent, or Subcontractor of Reseller which occurs in the course of its services to SONIFI under this Agreement. Without limit to the foregoing, Reseller shall incorporate the obligations of this Agreement with respect to Anti-Corruption Laws and Export Control Laws, including, but not limited to, these STAYCAST Compliance Covenants, into its respective subcontracts, agreements, and purchase orders with such person or entity.

13. Reseller shall reasonably cooperate with SONIFI in regard to any matter, dispute or controversy related to this Agreement generally and compliance with Anti-Corruption Laws specifically which SONIFI may become involved and of which the Reseller may have knowledge. Such obligation shall continue after the expiration or termination of this Agreement to the extent permissible under applicable law.

14. Notwithstanding any other provision of this Agreement, SONIFI's obligation to pay Reseller the compensation specified herein shall be expressly subject to and contingent upon such payments not being prohibited by the laws, rules, regulations, and express public policies of the Territory or of the United States, as currently existing or as may hereafter be enacted.

15. Reseller acknowledges receipt of SONIFI's Anti-Corruption Policy, and shall comply with the requirements set forth therein.

16. Any violation of a representation, warranty, or covenant set forth in this Exhibit D is a material breach under this Agreement. Notwithstanding any other provision of this Agreement, to the extent permitted by applicable law, this Agreement shall terminate immediately and without further liability or obligation on the part of SONIFI, if Reseller directly or indirectly violates any representation, warranty, or covenant set forth in Sections 4, 6, and 8 of this Exhibit D, or if SONIFI has reasonable evidence that such a violation has occurred; and no further amounts shall be due to Reseller.

[*End – Exhibit D*]