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1. DEFINITIONS

1.1 “Agreement” means the STAYCAST Agreement entered into by and between SONIFI and Company, as amended, restated, supplemented or otherwise modified from time to time.

1.2 “Documentation” means the user manuals, technical specifications, training materials or other documentation, regardless of format (e.g., .pdf file, web-based resources, etc.), generally made available by SONIFI or its licensors to SONIFI’s customers with regard to the Licensed Software.

1.3 “Licensed Software” means the object code versions of all operating, application, digital rights management and encryption software owned or licensed by SONIFI or owned or licensed by third parties installed on, embedded into, incorporated within or used in connection with the VMC, the Casting Assemblies, Third Party Embedded Casting Software, including without limitation Third-Party Code (defined in Subsection 7.1), any extracts from such software, derivative works, updates, upgrades, bug fixes and error corrections of such software or collective works constituting such software (such as subsequent releases), in each case, to the extent provided to or accessible to Company or used on Company’s or SONIFI’s behalf for performance under the Agreement. Licensed Software does not include software or firmware installed on, embedded into, or incorporated within televisions, set-top-boxes, monitors, or remote-control devices that is not related to content casting functionality as part of the STAYCAST Platform. Casting devices sold and installed as Casting Assemblies and televisions or set-top-boxes containing Third Party Embedded Casting Software may incorporate software which is owned and licensed by third parties, and their respective third-party licensors and third-party suppliers (collectively, the “**Casting Device Software**”).

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2.4 Changes in Licensed Software. Company acknowledges and agrees that SONIFI or SONIFI's third-party licensors may apply updates, upgrades, bug fixes, patches and error corrections to the Licensed Software and Documentation without prior notice to Company.

2.5 Notice of Infringement. If Company receives any notice or allegation that a third party claims an Intellectual Property Right in particular data, content, functionality, features, or code contained in the Licensed Software or Documentation (or their utilization under the Agreement or these Licensed Software Terms), Company must promptly notify SONIFI of the same in writing in reasonable detail. Company shall use commercially reasonable efforts to assist SONIFI in identifying and eliminating any attempts to circumvent, bypass, or breach SONIFI's or its licensors' Intellectual Property Rights in the Licensed Software (including Third-Party Code) and Documentation.

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2.7 Verification. SONIFI, at any time during the STAYCAST Term, and with at least ten (10) days' prior notice to Company, may request and gain access to the Premises for the limited purpose of conducting an inspection to determine and verify that Company is in compliance with the terms and conditions of these Licensed Software Terms. Company shall promptly grant such Premises access and cooperate with SONIFI in the inspection; *provided, however*, the inspection shall be conducted in a manner not intended to disrupt unreasonably Company's business and shall be restricted in scope, manner, and duration to that reasonably necessary to achieve its purpose. Each Party shall bear its own costs in connection with a Premises inspection conducted pursuant to this Subsection 2.7.

3. SERVICE & SUPPORT

SONIFI will warrant, service, maintain and support the Licensed Software and Documentation solely and exclusively as stated in these Licensed Software Terms and in the "STAYCAST Platform Limited Warranty, Maintenance and Support" provisions included in the Agreement.

4. LIMITED WARRANTY; DISCLAIMER

4.1 Limited Warranty. The Licensed Software and Documentation are not sold and are licensed “as is” in accordance with these Licensed Software Terms, except as otherwise expressly stated in the STAYCAST Limited Warranty or in applicable license agreement(s) for Third-Party Code. Company shall look solely to Casting Assembly, television, set-top box and other hardware manufacturer(s), and the Third Party Embedded Casting Software developers and licensors, as applicable, for any and all claims, causes of action, demands, suits or proceedings concerning Casting Device Software, including Third Party Embedded Casting Software, that are not expressly covered by the STAYCAST Limited Warranty or the Agreement.

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6. EXPIRATION AND TERMINATION

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7. GENERAL

7.1 Third-Party Code. The Licensed Software may contain or be provided with Open Source Software, Third Party Embedded Casting Software and other software, components, modules or packages that are subject to the terms and conditions of third-party license agreements, including Open Source Software licenses, Third Party Embedded Casting Software licenses and Casting Device Software licenses (collectively, “**Third-Party Code**”). Third-Party Code may be identified in the Documentation or SONIFI shall provide a list of the Open Source Software for a particular version of the Licensed Software to Company, on a confidential basis, upon Company’s written request. To the extent required by any license that accompanies the Third-Party Code, the terms of such license will apply in lieu of the terms of these Licensed Software Terms with respect to such Third-Party Code only, including without limitation provisions regarding access to source code or the modification, distribution, copying or reverse engineering of source code. Company shall comply with all applicable licenses for Third-Party Code. Company acknowledges that the STAYCAST Platform requires the commercial availability and proper functionality of the requisite Third-Party Code, and that SONIFI shall not be liable in the event that Third-Party Code availability, functionality, or other issues impact the STAYCAST Platform.

7.2 Incorporation into Agreement. These Licensed Software Terms are hereby incorporated into the Agreement and cannot be modified or amended except in a writing signed by both Parties.

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