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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.

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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.

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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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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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