

END-USER LICENSE AGREEMENT FOR EMBEDDED APPS AND APP CONTENT

- 1. Grant of Rights.** This End User License Agreement for Apps and App Content, as updated from time to time (“**Embedded Apps EULA**”), grants Company a limited, revocable, non-exclusive, non-transferable license to display, solely in guest rooms at the Premises, the programming, data and content made available from time to time via software applications embedded in compatible LG Electronics USA, Inc. (“**LG**”) televisions and LG set-top boxes (the “**App**” or “**Apps**” and such programming, data and content the “**App Content**”), subject to the terms and conditions (a) in the Parties’ SORA Agreement (the “**Agreement**”), (b) in this Embedded Apps EULA and (c) in such other terms and conditions as may be required by the licensors of such Apps and App Content (the “**Licensors**”), who are third party beneficiaries of this Embedded Apps EULA.
- 2. Ownership of Apps and App Content.** No grant of title or ownership in or to the Apps or the App Content is made hereby, and all ownership and intellectual property rights therein is retained by LG and the Licensors, as applicable. Company shall not make or permit any duplication, editing, alteration or insertions with respect to the Apps or the App Content. No advertising may be placed in conjunction with any App Content. Company acknowledges that LG or the applicable Licensors may withdraw any Apps and/or App Content at any time.
- 3. Internet Connection; No Fees; No Free Subscriptions.** Company acknowledges use of the Apps, and the App Content requires sufficient Internet, Wi-Fi, and other network connections, and Company shall ensure sufficient connectivity for optimal usage. Company may not require any fees or payment for access to the Apps or the App Content, nor require users of Apps or App Content to purchase other products or services, including but not limited to Internet access fees, or to purchase a certain level of service in order to receive access to the Apps or App Content. Company shall not provide any guests or third parties with paid or complimentary subscriptions to any Apps or App Content services.
- 4. Audit Rights.** SONIFI, LG and/or the Licensors shall have the right to collect App and App Content usage data as appropriate during the term of this Embedded Apps EULA, to report App and App Content usage data as necessary to third parties, including without limitation Licensors, and to audit records regarding the usage of the Apps and App Content during the term of this Embedded Apps EULA and thereafter for as long as required by the applicable third parties or Licensors.
- 5. Term.** Company’s obligations and duties under this Embedded Apps EULA shall remain in effect for as long as Company continues to possess and use LG televisions and LG set-top boxes with access to Apps or App Content, notwithstanding expiration or termination of the Agreement or Company’s termination of Embedded Apps SORA System functionality.
- 6. Incorporation by Reference.** If Company has purchased or purchases LG televisions or LG set-top boxes that enable to access to Apps or App Content in connection with the Agreement, a purchase order or a customer order, this Embedded Apps EULA is incorporated into the Agreement, the purchase order and/or customer order by reference as though fully set forth therein. To the extent there may be any inconsistency between the provisions of such Agreement, purchase order or customer order and this Embedded Apps EULA, the provisions of this Embedded Apps EULA shall control. Nothing in the Agreement, a purchase order or a customer order amends this Embedded Apps EULA.
- 7. Disclaimer of Warranties.** NEITHER SONIFI NOR LICENSORS MAKE ANY EXPRESS, STATUORY OR IMPLIED WARRANTIES, PROMISES OR STATEMENTS WITH RESPECT TO NON-INFRINGEMENT, MERCHANTABILITY, COMPATIBILITY, SUITABILITY, OR FITNESS FOR ANY PURPOSE.
- 8. Limitation of Damages.** NEITHER SONIFI NOR LICENSORS SHALL BE LIABLE FOR ANY LOSS, INJURY OR DAMAGES ARISING FROM ANY ACT, ERROR OR OMISSION, FOR ANY BREACH OF WARRANTY AND/OR FOR ANY OTHER CAUSE, INCLUDING WITHOUT LIMITATION, ANY LOSS OR DAMAGE FOR INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES.
- 9. Defined Terms.** Capitalized terms used but not defined in this Embedded Apps EULA shall be given the meaning ascribed to them in the Agreement, and if not defined therein, capitalized terms shall be given their common and ordinary meaning.

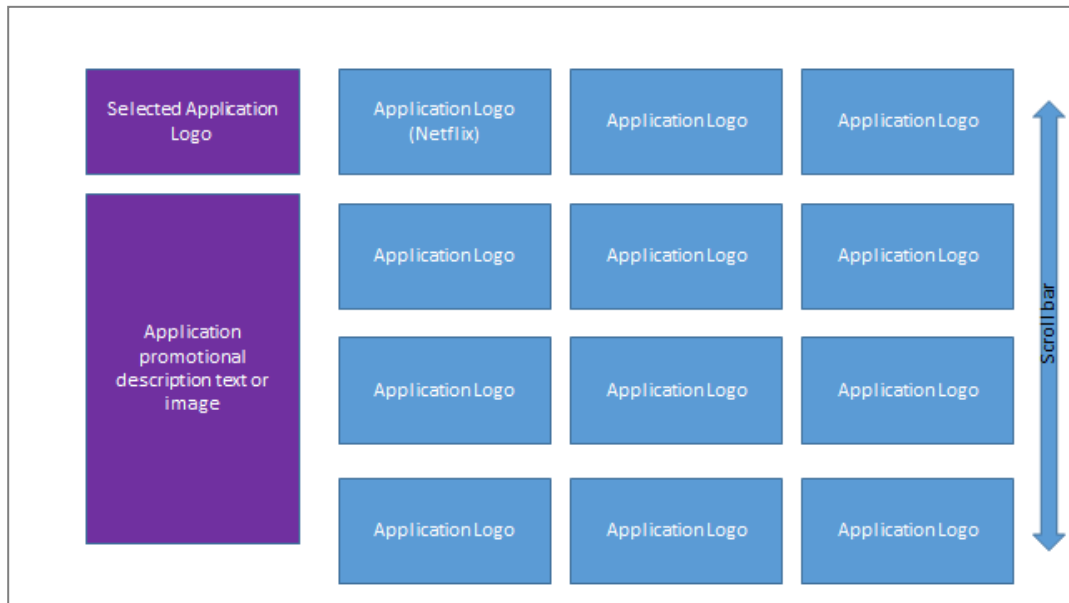
APPENDIX 1 TO THE EMBEDDED APPS EULA

NETFLIX-SPECIFIC RESTRICTIONS

These Netflix-Specific Restrictions are incorporated into and made an integral part of Embedded Apps EULA and, as such, are incorporated into and an integral part of the entire Agreement. Capitalized terms used but not defined in these Netflix-Specific Restrictions shall be given the meaning ascribed to them in the body of the Agreement and in the Embedded Apps EULA, and if not defined therein, capitalized terms shall be given their common and ordinary meaning.

1. Netflix Icon and User Interfaces.

- a. Placement of the Netflix Icon and Access to Netflix Service. Company shall place and maintain the “Netflix” icon and Netflix, Inc. and Netflix International B.V. (collectively, “Netflix”) branding within the Pro:Centric devices, including any previously distributed Pro:Centric devices, using the layout described below. The Netflix icon will be in the first position of the first row and be of the same size and style as all other App icons.



- b. Function of the Netflix Icon on Licensed Products. The Netflix icon will directly connect users to the Netflix service without any intervening screens, information or other disclosures, unless expressly permitted or required by SONIFI. Company will not modify the user interface of the Netflix service and will not modify, remove or disable the Netflix icon. Company also will not otherwise interfere with access to the Netflix service on any Pro:Centric devices, including without limitation LG televisions and LG set-top boxes installed at the Premises.
 - c. Netflix User Interface. The designs, features and functionality of the user interface of the Netflix service will be determined by Netflix in its sole and absolute discretion. Company shall not alter, modify, remove or change the user interface of the Netflix service in any way unless authorized in writing by Netflix and SONIFI.
 - d. No Advertisement or Obscuring Content. Company shall not place, nor will it cause, enable or permit a third party to place, any advertisements within the Netflix service, nor before, during playback of, or after or around any content displayed from the Netflix service. Moreover, Company shall not create (or allow to be created) any materials or other items that overlay or obscure the content provided within the Netflix service (including App Content) and Company will not, and will not cause, enable or permit a third party to, add, change or remove any of the content provided as part of the Netflix service (including App Content). Notwithstanding the above, this Subsection 1.d. (No Advertising or Obscuring Content) does not prohibit (i) limited, non-promotional, informational “service messaging” from appearing through graphic overlays over the Netflix service or (ii) user invoked displays or overlays from appearing over the Netflix service.
- #### 2. Branded Remote Control Obligations.
- a. Company agrees that it will make available to its Premises guests remote controls featuring a Netflix Button that Netflix and SONIFI have approved for use with Pro:Centric devices, including LG televisions and LG set-top boxes (a “**Branded Remote Control**”) with all Pro:Centric devices, including LG televisions and LG set-top boxes. For purposes of this Appendix 1, “**Netflix Button**” means a button on an approved remote control that exclusively enables Netflix subscribers to access the Netflix service through a Pro:Centric device (including an LG televisions or an LG set-top box). Company shall not obscure or remove the Netflix Button on approved Branded Remote Controls or change the look of the Branded Remote Controls without SONIFI’s prior written consent. Company is not authorized to use any remote control devices at the Premises other than Branded Remote Controls unless Company first obtains SONIFI’s prior written approval.

- b. The Netflix Button shall power-on the Pro:Centric device (if off), including LG televisions and LG set-top boxes, and directly connect users to the Netflix service without any intervening screens, information or other disclosures. Company shall ensure that, in connecting to the Netflix service via the Netflix Button, Company shall not interfere in any way with delivery of such service by Netflix.
3. Netflix User Logout. Company shall not prevent, by any means, Netflix user accounts on Pro:Centric devices, including LG televisions and LG set-top boxes, from being logged out automatically upon guest checkout, and in any event, promptly at the request of a Premises guest via the SORA System.
4. Internet Connectivity. Company, at Company's sole expense, shall provide at all times no less than 3 Mbps of Internet broadband connectivity to each Pro:Centric device, including each LG television and each LG set-top box.
5. No Additional Fees. Neither Company nor any third parties may charge users of Pro:Centric devices, including LG televisions and LG set-top boxes, any fees or require payment for access to the Netflix service, nor require such users to purchase other products or services, including but not limited to Internet access fees, or purchase a certain level of service from Company in order to receive access to the Netflix service.
6. Limitations on Use of Netflix Service. Company must ensure that its guests and invitees do not use the Netflix service on Pro:Centric devices, including LG televisions and LG set-top boxes, anywhere in the Premises other than guest rooms.
7. No Free Netflix Subscriptions. Company shall not provide any paid or complimentary Netflix subscriptions to the Netflix service to its guests, invitees, employees or any other third parties.
8. Data Collection. Unless otherwise expressly permitted or required by the Agreement, Company shall not deploy systems or technology within or in conjunction with the Pro:Centric devices, including LG televisions and LG set-top boxes, that collect personally identifiable information or other data about Premises guests' App usage and App Content viewing related to the Netflix service. Company must not disclose or make available any usage data specific to the Netflix service via the Pro:Centric devices, including LG televisions and LG set-top boxes, to any third party or the public generally, except as required (a) by the Agreement, (b) by applicable laws and applicable regulations, or (c) by an order or directive issued from a court or government entity.
9. Termination.
 - a. All Company's rights and licenses or sublicenses to the Netflix technology, the Netflix service, the Netflix App, Netflix App Content and Netflix logos and trademarks end immediately, (i) if Company is notified by SONIFI, LG or Netflix or (ii) if Company, or any of its guests, invitees, contractors, employees or agents breach any term, condition, warranty, covenant or representation within this Appendix 1, and Company fails to cure the breach within thirty (30) days after Company's receipt of a notice of default. Upon termination, Company shall no longer be considered a licensee, sublicensee or authorized user of the Netflix technology, the Netflix service, the Netflix App, the Netflix App Content and the Netflix logos and trademarks.
 - b. Immediately upon termination of Company's rights and licenses or sublicenses to the Netflix technology, the Netflix service, the Netflix App, Netflix App Content and Netflix logos and trademarks, Company, at Company's sole expense, (i) shall cease using the Netflix technology, the Netflix service, the Netflix App, Netflix App Content and Netflix logos and trademarks, (ii) shall disable all access to the Netflix technology, the Netflix service, the Netflix App, and Netflix App Content, and (iii) shall remove all placements of the Netflix icon on all Pro:Centric devices, including LG televisions and LG set-top boxes, and Branded Remote Controls.
 - c. Company acknowledges that SONIFI and the applicable Licensors, including Netflix and LG, may withdraw the Netflix App and/or Netflix App Content at any time and for any reason or no reason without liability of any kind or amount.
10. Reporting. SONIFI and the Licensors shall have the right to collect App and App Content usage data as lawful and appropriate during the Agreement Term, to report App and App Content usage data as necessary to third parties, including without limitation Netflix and LG, and to audit records regarding the usage of the Apps and App Content during the Agreement Term and thereafter for as long as required by the applicable third parties or Licensors. Company shall make available to SONIFI, at Company's expense, all data and SORA System access (both remote and on-site) that is needed to enable SONIFI to comply with its reporting obligations to Netflix, LG and any other Licensors.
11. Compliance. Company represents and warrants to SONIFI that it will comply with the Embedded Apps EULA, including this Appendix 1, at all times during the Agreement Term, and thereafter to the extent required by this Agreement. Company further represents and warrants to SONIFI that Company will cause its guests, invitees, contractors, subcontractors, agents and employees to comply with this Embedded Apps EULA, including this Appendix 1, at all times during the Agreement Term. Company shall adopt and implement, at its sole expense, all policies, processes, rules and requirements necessary to comply with the Agreement, including this Appendix 1 to the Embedded Apps EULA. Any breach of these Netflix-Specific Restrictions by Company or its employees, contractors, guests and invitees is a material breach of the Agreement.
12. Third-Party Beneficiary. Company acknowledges and agrees that Netflix (as defined in this Appendix 1) shall have third-party beneficiary rights under this Agreement to enforce the Netflix-Specific Restrictions.
13. Conflicts. In the event of an irreconcilable conflict between the terms and conditions in this Appendix 1 and the terms and conditions (a) in the body of the Embedded Apps EULA or (b) in the body of the Agreement (or any other exhibit, schedule, or appendix incorporated in body of the Agreement), this Appendix 1 shall prevail in each and every case.