

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. (“**LGE**”), Samsung Electronics America, Inc. and other original equipment manufacturer (individually, an “**OEM Manufacturer**” and, collectively, “**OEM Manufacturers**”) televisions and OEM Manufacturer 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’ STAYCAST Agreement (the “**Agreement**”), (b) in this Embedded Apps EULA, including **Appendix 1** and **Appendix 2**, and (c) in such other terms and conditions as may be required by the licensors of such Apps and App Content (individually, a “**Licensor**” and, collectively, the “**Licensors**”), who are third party beneficiaries of this Embedded Apps EULA. For purposes of clarity Apps include, without limitation, the Netflix App described in **Appendix 1** and the Google Cast Embedded App described in **Appendix 2**. Company shall not (a) decompile, disassemble, reverse engineer or attempt to reconstruct or discover any source code, underlying ideas, underlying user interface techniques or algorithms of the Apps by any means whatsoever, or disclose any of the foregoing; (b) use or allow others to use the Apps or App Content for the benefit of third parties except as otherwise provided this Embedded Apps EULA; (c) disclose or transfer the Apps or App Content to any third party except as expressly permitted by OEM Equipment Manufacturers or Licensors in writing; and (d) create derivative works of the Apps or App Content.
- 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 OEM Manufacturers and their 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 OEM Manufacturers or the applicable Licensors may withdraw any Apps and/or App Content at any time.
- 3. Obligations.** Company: (a) shall install or permit SONIFI, Licensors or an OEM Manufacturer to install any updates or modifications to Apps with or without prior notice; (b) shall cause users to enter their credentials prior to accessing or viewing an App or App Content, and shall clear such credentials prior to use by a subsequent user; and (c) shall at all times comply with this Embedded Apps EULA and such other applicable terms and conditions as may be required by OEM Manufacturers and Licensors.
- 4. 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.
- 5. Audit Rights.** SONIFI, OEM Manufacturers 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.
- 6. 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 OEM Manufacturer televisions and OEM Manufacturer set-top boxes with access to Apps or App Content, notwithstanding expiration or termination of the Agreement or Company’s termination of Embedded Apps STAYCAST Platform functionality.
- 7. Incorporation by Reference.** If Company has purchased or purchases OEM Manufacturer televisions or OEM Manufacturer 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 or supersedes this Embedded Apps EULA.
- 8. Disclaimer of Warranties.** NEITHER SONIFI NOR LICENSORS OR OEM MANUFACTURERS MAKE ANY EXPRESS, STATUORY OR IMPLIED WARRANTIES, PROMISES OR STATEMENTS WITH RESPECT TO NON-INFRINGEMENT, MERCHANTABILITY, COMPATIBILITY, SUITABILITY, OR FITNESS FOR ANY PURPOSE, UNLESS LICENSOR OR AN OEM MANUFACTURER EXPRESSLY PROVIDES SUCH A WARRANTY IN A SEPARATE AGREEMENT BETWEEN COMPANY AND A LICENSOR OR COMPANY AND AN OEM MANUFACTURER.
- 9. Limitation of Damages.** NEITHER SONIFI NOR LICENSORS OR OEM MANUFACTURERS 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, UNLESS A LICENSOR OR OEM MANUFACTURER EXPRESSLY ASSUMES SUCH LIABILITY IN A SEPARATE AGREEMENT BETWEEN COMPANY AND A LICENSOR OR COMPANY AND AN OEM MANUFACTURER.
- 10. 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 in separate agreements between SONIFI and OEM Manufacturers, and if not defined therein, capitalized terms shall be given their common and ordinary meaning.

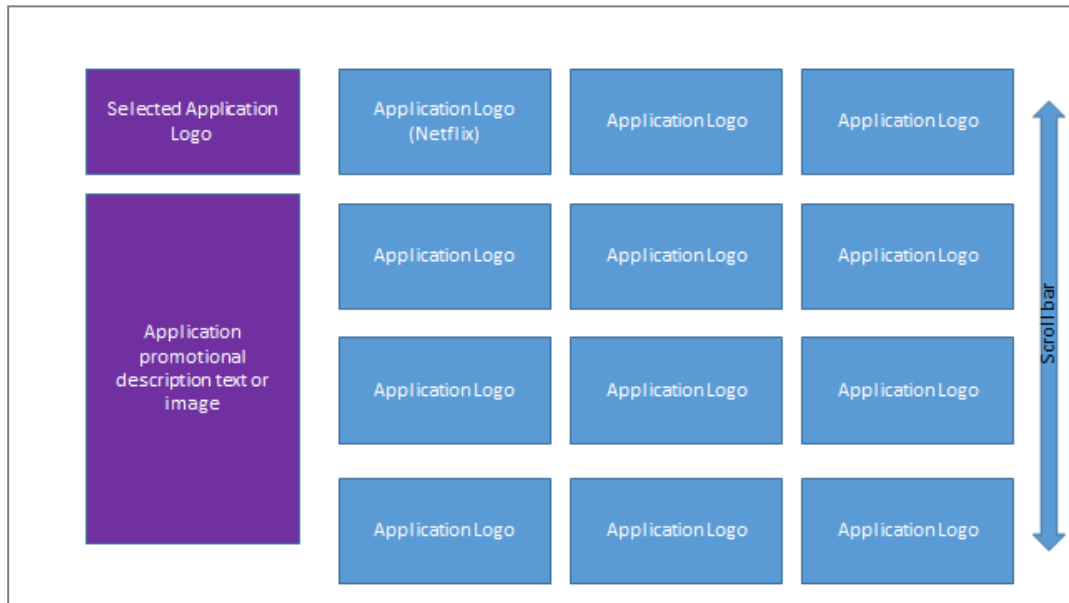
APPENDIX 1 TO THE EMBEDDED APPS EULA

NETFLIX-SPECIFIC RESTRICTIONS

If Company has purchased or purchases compatible OEM Manufacturer televisions or compatible OEM Manufacturer set-top boxes that enable to access to Netflix Apps or Netflix App Content, 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 and other authorized casting 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 or other authorized casting devices, including without limitation LGE televisions and LGE 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 or other authorized casting devices, including LGE televisions and LGE set-top boxes (a “**Branded Remote Control**”) with all Pro:Centric devices and any other authorized casting devices, including LGE televisions and LGE 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 or another authorized casting device (including an LGE televisions or an LGE 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 or another authorized casting device (if off), including LGE televisions and LGE 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 or other authorized casting devices, including LGE televisions and LGE 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 STAYCAST Platform.
 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 or other authorized casting device, including each LGE television and each LGE set-top box.
 5. No Additional Fees. Neither Company nor any third parties may charge users of Pro:Centric devices or other authorized casting devices, including LGE televisions and LGE 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 or other casting devices, including LGE televisions and LGE 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 or other authorized casting devices, including LGE televisions and LGE 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 or other authorized casting devices, including LGE televisions and LGE 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, an OEM Manufacturer 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 and other authorized casting devices, including LGE televisions and LGE set-top boxes, and Branded Remote Controls.
 - c. Company acknowledges that SONIFI and the applicable Licensors, including without limitation Netflix and LGE, 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 LGE, 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 STAYCAST Platform access (both remote and on-site) that is needed to enable SONIFI to comply with its reporting obligations to Netflix, LGE 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.

APPENDIX 2 TO THE EMBEDDED APPS EULA

GOOGLE CAST SPECIFIC RESTRICTIONS

If Company has purchased or purchases OEM Manufacturer televisions or OEM Manufacturer set-top boxes that enable to access to Google Apps or App Content, these Google Cast Specific Restrictions (a) are incorporated into and made an integral part of the Embedded Apps EULA and, as such, are incorporated into and an integral part of the Agreement, and (b) specify and the terms and conditions pursuant to which Google Cast technology may be accessed and operated on a Pro:Centric Device for casting audio/video content. Capitalized terms used but not defined in these Google Cast Specific Restrictions shall be given the meaning ascribed to them in the body of the Agreement, in the Embedded Apps EULA, and in the Embedded Applications Agreement between SONIFI and LGE, and if not defined therein, capitalized terms shall be given their common and ordinary meaning.

A. Google Cast Specific Restrictions

14. End Users. SONIFI shall: (i) bind End Users to a written agreement that obligates the End Users to comply with the restrictions listed in Sections 1 through 9 below (the “**Google Cast Specific Restrictions**”), as applicable.; (ii) use commercially reasonable efforts to ensure that each End User complies with the Google Cast Specific Restrictions; and (iii) immediately notify LGE if SONIFI becomes aware of or has reason to believe that any End User is in breach of any Google Cast Specific Restriction. For the purposes of clarity such written agreement shall contain at a minimum the following provisions:

- Acknowledgment that support for the Google Cast Embedded Application may be withdrawn at any time by the content provider or Licensor;
- The requirement for TV network isolation as provided for in Section 5 below; and
- The prohibition on additional fees as provided for in Section 6 below.

For purposes of these Google Cast Specific Restrictions, the term “**End User**” means owners and operators of commercial properties, such as but not limited to, hotels, fitness centers and hospitals, which are authorized by LGE and/or SONIFI to use the Google Cast Embedded Application on Pro:Centric Devices. Company is an End User and must at all times comply with these Google Cast Specific Restrictions.

15. Users and User Devices. “**User**” means an occupant within the End User’s commercial property. “**User Device**” means a device owned by a User capable of Google Casting audio and video content to a Pro:Centric Device

16. Google Cast Icon and User Interfaces.

SONIFI’s and/or an End User’s Pro:Centric application must comply with the following requirements:

- a. MUST provide at least one persistent entry point to the Google Cast application com.webos.commerical.chromecastguide (or equivalent if using a custom UX) from the home screen.
- b. The application entry point must use the Google Cast icon and if other icons use labels they must use “Google Cast” as the label,
- c. Should be placed on the home page where it can be accessed within one click of the remote. If the entry point is not on the home page, but is located within a grouping of third-party applications, the grouping must be accessible within one click of the remote and the Google Cast entry point must be on the first page of any such group of applications.
- d. If a QR code is used to facilitate the pairing of other casting services on the home screen then Google Cast’s pairing information must be included in such QR code.

17. Device Pairing. SONIFI and/or an End User must implement a system where by the User is paired to the specific Pro:Centric Device that is associated with the User’s physical location – for example their guest hotel room or hospital bed – in a manner that ensures that only the devices associated with that physical location show up in the User’s device Picker. A “**Picker**” is defined as the UX that is displayed by a third-party application that supports Google Cast that is used to select the device the where the User wants to cast the audio/video content.

18. Google Cast User Logout. SONIFI and/or End User must ensure that Google Cast User accounts on Pro:Centric Devices are logged out automatically upon end of stay, and if applicable at the request of the User via functionality in the User interface of Pro:Centric Devices. SONIFI and/or End Users shall further ensure that logout occurs before a Google Cast User’s account may be used on the Pro:Centric Device by any subsequent unauthorized party or if there is any suspicion of misuse.

19. TV Network Isolation. Pro:Centric Devices using the Google Cast technology must be on an isolated network segment where the only devices that can have network traffic (including but not limited to mDNS broadcasts) either sent or received from the Pro:Centric Device fall into one of the following categories:

- a. User Devices that have executed an explicit User flow to pair the User Device to the same isolated network segmented Pro:Centric Device;
- b. SONIFI or End User owned or managed devices that are located in the same guest room or hospital room for the sole use of the guest or patient; and
- c. On property network infrastructure devices that are part of the facilities network infrastructure to manage network traffic, manage the explicit pairing process, manage in-room devices or access a WAN. These devices should not route any Google Cast traffic from a specific isolated network segment to any devices not on the target isolated network segment except to provide access to a WAN or manage the network.

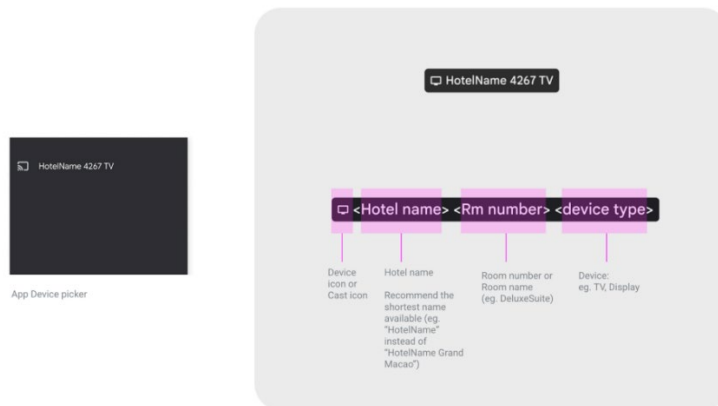
All devices not in the above categories should not be able to send any network traffic to the Pro:Centric Device running Google Cast sessions.

Any unpaired User Devices, as well as User Devices not in the guest room or hospital room, are strictly prohibited from accessing the television network segment, and thereby prohibited from controlling, reading, or viewing Google Cast traffic used in other rooms.

End Users are solely responsible, at all times, for establishing, maintaining and enforcing the Pro:Centric Device and User Device network isolation mandated by Section 6 of these Google Cast Specific Restrictions at End Users' sole expense. If an End User fails to comply at all times with this Section 6, SONIFI may immediately and without advance notice to End User disable all Google Cast Embedded Application availability and functionality until the required network isolation is restored throughout the End User's Premises. SONIFI is not responsible or liable for any violation of this Section 6 for which it is not directly responsible, including without limitation, for damages or losses of any kind incurred by End User or its guests, patients or invitees. End User is responsible for restoring Pro:Centric Device and User Device network isolation and for all costs and expenses associated with such restoration, unless SONIFI personnel directly caused End User to breach this Section 6, in which case SONIFI will restore the necessary network isolation at SONIFI's expense. SONIFI will promptly restore Google Cast Embedded Application availability and functionality in the Premises after SONIFI determines End User or SONIFI, as applicable, has re-enabled the required Pro:Centric Device and User Device network isolation. SONIFI will not refund or credit to End User any STAYCAST Technology Fees paid to SONIFI during any period End User or a third-party has caused a breach of this Section 6.

SONIFI AND END USER ACKNOWLEDGE AND ACCEPT THAT FAILURE TO PROVIDE THE REQUIRED TV ISOLATION IS A MATERIAL BREACH OF THESE GOOGLE CAST SPECIFIC RESTRICTIONS AND THAT LGE IS CONTRACTUALLY OBLIGATED TO DISABLE ACCESS TO THE GOOGLE CAST TECHNOLOGY AT ALL OF SONIFI'S AND/OR END USER'S SITES WITHIN THREE (3) BUSINESS DAYS OF NOTIFICATION, THROUGH REVOCATION OF SONIFI'S AND/OR END USER'S ACCESS TOKEN, UNTIL TV ISOLATION HAS BEEN CORRECTED. IN NO EVENT SHALL LGE BE LIABLE TO SONIFI OR END USER FOR ANY DAMAGES, OF ANY TYPE RELATED TO SUCH REVOCATION CAUSED BY THE FAILURE TO PROVIDE PROPER TV ISOLATION.

20. No "Additional Fees". Neither SONIFI, End Users, nor any third parties may charge Users of Pro:Centric Devices any fees or require payment for access to the Google Cast 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 End User solely to receive access to the Google Cast Service. For the purposes of clarity, SONIFI's fees for installation and maintenance are not considered Additional Fees.
21. Device Naming. All device names SHOULD be short and easily recognizable. Reference the guidelines in the picture below for an example approach.



22. Custom Google Cast Guide UX. It is strongly recommended that the standardized pairing guide application com.webos.commerical.chromecastguide with its pre-approved UX be used. If a custom UX is desired, there must be significant enhancements to the proposed UX that cannot be accommodated within the pre-approved UX that justify a custom UX and the additional ongoing approvals that use of a custom UX require. Upon written request from SONIFI or End User, LGE will provide the details of mandatory requirements for a custom UX. With these materials SONIFI or an End User, as applicable, may create a proposed custom UX and submit a written request for approval to LGE with following information:

- Screen shots of the proposed UX and a user flow description;
- A written description of the enhancements the custom UX will contain and the reasons the same enhancements cannot be achieved within the pre-approved UX; and
- Estimations of the number of devices on which the custom UX would be deployed.

Within ten (10) business days of receipt of a written request for permission for use of a custom UX, or a resubmission of a non-compliant previous request, LGE will provide either feedback on the custom UX that requires correction or a decision on presenting the proposal to Google for approval. LGE shall have the sole authority to determine which custom UX requests to present to Google and Google shall have the sole authority to determine what custom UX designs they will allow.