

STAYCAST STATEMENT OF WORK

1. Purpose of the Statement of Work

This STAYCAST Statement of Work (“SOW”) is incorporated into the Agreement, and establishes the requirements, milestones and process for planning, installation, configuration, and acceptance of the STAYCAST Platform at the Premises (collectively, the “Project” or the “Deliverables”). Capitalized terms not defined in this SOW shall be given the meaning given in the Service Terms, in the Licensed Software Terms, in the Embedded Apps EULA, in the STAYCAST Limited Warranty, and in the Agreement, as amended, restated or supplemented from time to time, and if not defined therein, words shall be given the meaning accorded them in applicable laws and regulations, and if not defined therein, words shall be given their common and ordinary meaning. In the event of any inconsistency between the terms of this SOW and the body of the Agreement, the Service Terms, the STAYCAST Limited Warranty, or the Licensed Software Terms, this SOW will govern. Nothing in this SOW modifies or supersedes the Embedded Apps EULA.

2. Project Details

A. Site and Network Requirements

- 1.1 Company shall provide a secure, climate-controlled, non-public area at the Premises (“Headend Location”) for the STAYCAST virtual machine controller (“VMC”). The VMC should be housed in the same location as the Premises core network switch.
- 1.2 The Headend Location must (a) have sufficient HVAC to maintain a temperature range of between fifty (50) degrees and seventy-five (75) degrees Fahrenheit, or between ten (10) degrees Celsius and twenty-four (25) degrees Celsius, with the VMC and associated equipment operating; (b) provide a minimum of 57”(w) x 8’(d), or 1.45 meters (w) x 2.45 meters (d), of unobstructed floor space, with 8’, or 2.45 meters, of unobstructed height from floor to ceiling head room for one (1) VMC cabinet and an additional 4’(w) x 8’(d), or 1.45 (w) x 2.45 meters (d), of unobstructed floor space for each subsequent VMC cabinet; (c) provide an electrical circuit with separate 20A-110V AC electrical outlets, with duplex receptables (NEMA 5-20R), for each VMC; (d) remain free of any hazardous, corrosive, or combustible chemicals or materials; and (e) otherwise meet SONIFI’s then current installation specifications and guidelines which are available from salesclientserv@sonifi.com or from SONIFI’s Technical Assistance Center by calling 1-888-563-4363.
- 1.3 SONIFI recommends that the high-speed Internet access (“HSIA”) network in the Premises on which the Product will operate have sufficient throughput to provide a minimum data speed of 3-5 Mbps per active casting device. SONIFI’s minimum bandwidth recommendations are based on 5% concurrent usage of all casting devices in a 200-room hotel (assuming one casting device per guest room). Any increase in usage or change in technology may impact the amount of bandwidth required for the optimal operation of the STAYCAST Platform at the Premises. SONIFI shall not be responsible for any problems or performance issues with the Product that are attributable to available bandwidth on the Premises’ HSIA network.
- 1.4 In order to fully and timely install, configure and deploy the STAYCAST Platform at the Premises, it is necessary for SONIFI to receive all the required information solicited below prior to the date of installation. If the required information is not received prior to the scheduled installation date, the installation may be delayed and SONIFI shall not be liable for any breach of installation scheduling commitments. In the event installation is delayed due to Company’s failure to provide all required information, Company agrees to pay SONIFI any additional fees, charges and costs associated with or attributable to the delay.
- 1.5 Company, at its expense, must provide SONIFI with an Ethernet connection to a Company Internet circuit at the Premises using Cat6 compliant Ethernet cabling (“Connectivity”) to enable the STAYCAST Platform to communicate back to SONIFI’s offices for the purposes of data retrieval, troubleshooting, monitoring, maintenance, and STAYCAST Platform management. The Connectivity must have upstream and downstream bandwidth of not less than 50 Mbps per 100 televisions connected to the STAYCAST Platform at the Premises to enable the VMC, Casting Assemblies, if applicable, and Third Party Embedded Casting Software to function in conformance with this SOW and STAYCAST Platform specifications available from salesclientserv@sonifi.com or from SONIFI’s Technical Assistance Center by calling 1-888-563-4363. Company is solely responsible for providing the necessary Connectivity. If, during the STAYCAST Term, Company adds services, products or features that require additional Internet bandwidth, Company shall promptly notify SONIFI of such services, products and features and SONIFI will advise Company of any necessary modifications or upgrades to the Connectivity that must be procured, installed and activated at no cost to SONIFI.
 - 1.5.1 If Company fails to provide the required Connectivity prior to Commencement Date, then SONIFI will procure the necessary Connectivity for the Premises and reserves the right, in its sole discretion, to bill Company the actual cost of such Connectivity (including without limitation all recurring fees, all costs of hardware and construction, all set-up and installation costs, and all taxes, surcharges and government fees and levies) over the entire STAYCAST Term, plus any and all early termination fees paid or payable by SONIFI in the event the Agreement expires or is terminated by either Party prior to the date SONIFI’s third-party contract for Connectivity expires. Company shall pay any and all SONIFI invoices for Connectivity (including without limitation invoices for services, construction, installation, set-up, bandwidth, early termination fees, taxes, surcharges and government fees and levies) within thirty (30) days of receipt. Late payments shall accrue interest until paid at the lower of 1.5% per month or the highest lawful rate. **CONNECTIVITY PURCHASED OR PROVIDED BY SONIFI IS FURNISHED “AS IS.” IN NO EVENT SHALL SONIFI HAVE ANY STATUTORY, EXPRESS, OR IMPLIED WARRANTY OBLIGATIONS OF ANY KIND FOR OR RELATED TO CONNECTIVITY.** SONIFI does not warrant or represent that Connectivity, or any bandwidth, part or component thereof, will meet Company’s requirements or that the Connectivity will operate in an error-free or uninterrupted manner.

- 1.5.2 The required Connectivity must meet or exceed the following minimum specifications:
 - 1.5.2.1 bandwidth of at least 50 Mbps upstream and downstream per 100 televisions connected to the SORA System at the Premises; and
 - 1.5.2.2 minimum Received Signal Strength Indication (RSSI) of -60 dBm (preferably on the 5 GHz band) at each casting device; and
 - 1.5.2.3 at least one (1) public routable Internet Protocol (“IP”) address, assigned from the Internet service provider for the Premises before the Equipment is installed. This IP address may also be referred to as the “host IP” address or “Company IP” address. The Company IP address (a) must be a persistent, static IP address and not assigned by Dynamic Host Configuration Protocol (“DHCP”), (b) must not be DHCP-reserved, (c) must not be network address translated, (d) must not be shared with another system, network or user, (e) must not be firewalled or filtered, and (f) must not be an unroutable IP address that is masqueraded, spoofed or translated.
- 1.6 On-Premises STAYCAST Platform Network Configuration Requirements: Company must provide SONIFI with physical access to the core distribution network, the Company Infrastructure, the Premises Internet infrastructure and/or Company must provide its back-office public facing IP address. This will be used to restrict network access to the VMC’s administrative menus and administrative menu levels.
 - 1.6.1 Network configuration requirements:
 - 1.6.1.1 One (1) new dry VLAN for casting devices, if one or more Casting Assemblies are used.
 - 1.6.1.2 VLAN 1 cannot be used for casting devices.
 - 1.6.2 Physical network requirements:
 - 1.6.2.1 One (1) trunk port
 - 1.6.2.2 Configured for tagged traffic associated with Guest Wi-Fi and television VLANs, and untagged traffic with casting device network. Guest Wi-Fi traffic cannot use VLAN 1.
 - 1.6.2.3 WAN connection for on-Premises router.
 - 1.6.3 The STAYCAST Platform-device SSID must cover the entire Premises or all guest rooms and any other authorized areas in the Premises in which the STAYCAST Platform will be installed. The STAYCAST Platform-device SSID must be configured for no client isolation.
 - 1.6.4 The VMC requires layer 2 connectivity to wired and wireless HSIA networks on Premises. The VMC’s access to guest devices on the HSIA network must not be routed prior to the ports described in this Subsection 1.6.
 - 1.6.5 The Premises network utilized for guest Internet access (HSIA) must allow ARP, SSDP, MDNS, and bi-directional multicast traffic on the guest VLAN between the VMC and clients.
 - 1.6.6 Network devices must not send ARP replies on behalf of the VMC.
 - 1.6.7 Each VMC (MAC Address AE:53:46:01:00:00) must be whitelisted on the wireless control and gateway.
 - 1.6.8 Global wireless requirements: Wireless controller/wireless access points must be configured to enable global support for multicast and IGMP snooping.
- 1.7 Company support: SONIFI requires access to and communication with a Company network engineer and a qualified representative from the Premises’ Internet Service Provider (either directly or through Company) when configuring the Wi-Fi and/or wireline network in the Premises prior to installation of the Product. Any communications between SONIFI and the Company’s network engineer or Internet Service Provider representative for the Premises must be conducted in English.

	Requirements	Notes
Internet Service Provider		
Name of Service Provider		The entity SONIFI will contact for Internet circuit
Contact Name	Title, Phone and Email	
Bandwidth		
WAN IP Addresses		
	Must be for exclusive use by SONIFI Must be Static Address	Static IP or DHCP IP address. Public or private address Must provide unfiltered outbound access to Internet
Subnet Mask	Assigned by Company’s Internet service provider	Example: 255.255.255.248
Gateway IP Address (only if static assignment)		-Examples: 155.212.32.29 and 12.6.147.59 -Can look similar to WAN IP address but is never the same -Also known as Gateway Address, Gateway IP, Default Gateway, and Default Router
Additional Information		
Cable Run Length	Limited to 328 feet/99 meters maximum	Length of cable from the Internet Access point (hub, switch, or router) to VMC
Room, Switch/Hub/Router, and Port Location		This is the location that SONIFI will use for all Headend Equipment
SONIFI requires a gigabit Ethernet connection from a switch or router		

- 1.8 Company must allow access through the Internet to an URL provided at the time of installation. Access to this URL is required to establish a connection between Company and SONIFI. SONIFI applications require access for both http (network port 3241)

and https (network port 443). If additional VMCs are necessary to deliver the STAYCAST Platform functionality to specific guest rooms in the Premises, additional ports are required (network port 3242 for the first additional VMC, network port 3243 for the second additional VMC, etc.).

- 1.9 Third-Party Systems: For any third-party systems that will be integrated with the Equipment, such as Company's Property Management System ("PMS"), Point-of-Sale system ("POS") or Ticket Management System ("TMS") (collectively, "Third-Party Systems"), Company is responsible for: (a) utilizing SONIFI-approved Third-Party Systems; (b) providing the necessary link(s), including any and all required hardware and/or software, for connecting the Equipment to the Third-Party Systems at the Premises; (c) providing secure data connection(s) that enable the Equipment to transmit and receive data through any Company or third-party firewall to and from Third-Party Systems; and (d) securing and paying for any required license fees, integration fees, or any other vendor charges associated with establishing the necessary functional integration between the Third-Party Systems and the STAYCAST Platform.
- 1.10 Television Compatibility: Company is responsible for ensuring its televisions and remote controls at the Premises meet the required specifications for compatibility with the Project. SONIFI's most current television and remote control compatibility requirements and specifications are available from salesclientserv@sonifi.com or from SONIFI's Technical Assistance Center by calling 1-888-563-4363. To permit SONIFI to ascertain television equipment compatibility, Company shall provide SONIFI with the number of televisions at the Premises that are compatible with MPEG-2 and/or MPEG-4 signal compression standards. Company shall also specify manufacturers and model numbers of each television. If there is a SORA, STAY1000, STAY1000LX or STAYVIEW interactive content delivery system located at the Premises, and Casting Assemblies are being used:
 - 1.10.1 Company's existing televisions or any and all televisions to be installed with the STAYCAST Platform must have an HDMI port open (HDMI port 1 is preferred) for the installation of Casting Assemblies in each guest room.
 - 1.10.2 Company must at its sole cost install or make available in each guest room or authorized public area in which the Casting Assemblies will be installed an accessible 120V AC power outlet within 2.5 feet, or .5 meters (one-half meter), of each television (preferred) or a television USB port with persistent power to which the Casting Assembly can be connected pursuant to SONIFI's standard installation practices and specifications.
 - 1.10.3 Televisions that are not compatible with the Casting Assemblies may materially and significantly alter the scope, installation, schedule and price of the Project and associated labor. If any hardware, software or changes are needed to make a television compatible with the STAYCAST Platform (cables, firmware updates, physical terminals, etc.), Company may incur additional costs.
- 1.11 Removal of Casting Assemblies: If existing Casting Assemblies are being replaced with hardware that contains Third Party Embedded Casting Software to enable casting, removal and disposal of the Casting Assemblies is the sole responsibility of Company, unless SONIFI and Company have entered into a separate statement of work or customer order pursuant to which SONIFI will perform such work.

B. Equipment

SONIFI is only responsible for providing the hardware required for the Project, unless otherwise specified in a separate statement of work, purchase order or work order.

C. Project Coordination

Both Parties shall facilitate such open and timely communication as is necessary to coordinate and complete the Project in accordance with this SOW and the Agreement. Each Party will appoint a Project Manager to serve as the primary Project lead and point of contact. Company shall provide an email address to facilitate the establishment of a portal account and to enable communications about casting device pairing with in-room televisions or technical problems with casting content to in-room televisions.

D. Project Schedule

The Project schedule will include the following steps. Any failure by Company to meet its obligations as set forth in the Agreement or this SOW may cause delays in the Project. The Parties shall attempt to schedule around any period of time where Company's circumstances would prevent, hinder, delay or significantly interfere with SONIFI's ability to perform any work necessary to complete the Project. The adjustment of the Project schedule to accommodate Company's circumstances shall equitably extend any deadlines by the corresponding time. An example of such circumstances would be high guest volume periods that would prevent SONIFI technicians from accessing rooms.

- 1.1 Project Kick-off Call: SONIFI and Company shall participate in a pre-inspection/evaluation phone call to review site and network requirements and findings, and to discuss any remedies needed to cure non-conformities with the Agreement and/or this SOW.
- 1.2 Site Assessment: The Site Assessment will start with a 2-part implementation guide to be completed and returned by the Company's Project Manager. This document includes questions about Internet/HSIA equipment, Company Infrastructure, existing televisions at the Premises (including, but not limited to, manufacturers and model numbers and firmware versions, if known), and interactive television equipment location (if applicable). Pre-installation questions must be returned to SONIFI for approval before the Project can begin, while all other questions must be completed prior to scheduling installation of the STAYCAST Platform at the Premises. The Site Assessment, including the implementation guide, is limited to SONIFI's analysis of and reliance upon Company-provided information and inaccuracies in this information may result in delays and/or increased Project costs.

- 1.3 On-Site Evaluation of Premises: SONIFI, in its sole discretion, may elect to conduct or require an on-site evaluation of the Premises, which may include an inspection and analysis of Company's HSIA equipment, wireless access point signal strength throughout the Premises, Company Infrastructure and guest rooms (for television information and mounting locations).
- 1.4 Purchase and Delivery of Equipment to the Premises.
- 1.5 Installation and Configuration of the STAYCAST Platform.
- 1.6 Testing and Acceptance, as described in Section 4 of this SOW.

3. Parties' Responsibilities

A. General Company Duties

- 1.1 Company will participate in a pre-installation/site evaluation conference call with SONIFI and shall be reasonably available for follow-up technical and design planning questions.
- 1.2 Company shall review SONIFI's installation, site and network requirements for the STAYCAST Platform prior to the pre-installation conference call and will be responsible for advising SONIFI of any non-conforming condition(s) with the Company Infrastructure (e.g., wireless access points, wireline Internet infrastructure, Internet access provider, or Internet circuits, including without limitation all routers, nodes, firewalls, cabling and wiring), equipment (e.g., televisions) or Premises (e.g., insufficient cooling or electrical capacity for Casting Assemblies, if applicable, or the VMC).
- 1.3 Company shall provide all information requested by SONIFI concerning televisions located at the Premises.
- 1.4 At SONIFI's request, Company shall allow SONIFI to perform an on-site evaluation or a written assessment/survey of the Premises, in SONIFI's sole discretion, to assess compliance and compatibility with all applicable site and network requirements and any specific needs unique to the Premises.
- 1.5 Company shall diligently, and in good faith, utilize commercially reasonable efforts to ensure the cooperation of its employees, agents and third-party service providers in order to: (i) complete the Project in a timely manner in accordance with this SOW and the Agreement; and (ii) facilitate such Internet, Wi-Fi, and Company Infrastructure modifications at the Premises as are necessary to enable SONIFI to meet its obligations under this SOW and the Agreement, and to ensure that the STAYCAST Platform functions in accordance with applicable specifications.
- 1.6 As necessary or requested by SONIFI, Company shall provide access to the Premises for the conduct and completion of installation of all Deliverables required for the proper operation of the Product. Such access shall include, but not necessarily be limited to: (a) the Company Infrastructure/local area network/Wi-Fi network; (b) televisions (for an on-site evaluation, at least one of each type of television must be connected to the Company Infrastructure, the local area network and/or any interactive content delivery system installed at the Premises); and for installation, all televisions that are to be connected to an interactive content delivery system, the local area network and/or Company Infrastructure; (c) guest rooms (for on-site evaluation, as reasonably requested by SONIFI; for installation, all guest rooms to be connected to the Company Infrastructure, and the local area network and/or any interactive content delivery system installed at the Premises); (d) utility closets; and (e) back-office network and server rooms.
- 1.12 Company shall at all times provide a safe, hazard-free work environment for all Project activities and shall promptly eliminate any hazardous conditions identified by Company or SONIFI employees, contractors or agents.
- 1.13 Company shall provide SONIFI employees and agents with necessary access to guest rooms, public areas, hardware, and equipment that require servicing during the Project.

B. General SONIFI Duties

- 1.1 SONIFI personnel shall participate in a pre-installation/site evaluation conference call with designated Company personnel.
- 1.2 SONIFI shall provide Company with access to SONIFI's installation requirements, on a confidential basis, prior to the pre-installation conference call. SONIFI may perform a site and network assessment of the Premises to determine if they comply with the site and network requirements delineated in Section 2.A. of this SOW. If an on-site inspection or site evaluation is deemed necessary by SONIFI, in its sole discretion, SONIFI's Project Manager will schedule such an inspection or evaluation with the Company's Project Manager. The Project schedule may include a description of the inspection/evaluation to be undertaken, and an estimate of the dates and amount of time SONIFI personnel and/or agents will be on the Company's Premises (including guest rooms, public areas, utility closets, back offices, and network/server rooms). A site inspection or evaluation may include one or more of the following tasks: (a) evaluating the Company Infrastructure, Wi-Fi/wireline HSIA network, local area network and network switches at the Premises, electrical capacity throughout the Premises, and television capabilities for compatibility with the STAYCAST Platform; (b) assessing signal reception of wireless access points; (c) inspecting and evaluating environmental conditions at the Premises for the installation and operation of the Deliverables and; and (d) determining whether all remote control models at the Premises are capable of changing television source inputs to cast content. After a site inspection/evaluation of the Premises has been completed, SONIFI shall provide Company with a written report of findings, which may include recommended improvements to the Premises (e.g., Company Infrastructure, the HSIA network and/or televisions) and associated costs for SONIFI to perform such improvements.
- 1.3 SONIFI shall provide all forms needed for Company acceptance of and sign-off on all Project tasks.

4. Acceptance Testing and Sign-Off

Project acceptance is based on the completion of the applicable tasks specified in this SOW and the Service Terms, and the conduct of a final joint inspection of the STAYCAST Platform by SONIFI's Project Manager, or duly authorized designee, and Company's Project Manager, or duly authorized designee. After the successful activation of the STAYCAST Platform at the Premises has been verified by the final joint inspection, Company shall affirm that all work has been completed and accepted and shall sign SONIFI's standard "**Billing Commencement & Installation Completion Form**". The final inspection is to be completed at the end of the Project. The Project Managers for SONIFI and Company, or their designee(s), shall schedule the final inspection to take place prior to the expiration of the Project completion deadline in the Agreement. During the final inspection, each of the agreed upon Deliverables are tested in an actual guest room to ensure functionality. If the STAYCAST Platform is operating in accordance with SONIFI specifications, Company shall accept the STAYCAST Platform, in writing, by signing SONIFI's standard Billing Commencement & Installation Completion Form. If the STAYCAST Platform is not operating in accordance with SONIFI specifications, the outstanding items, as applicable, shall be noted along with an estimated resolution date. After the STAYCAST Platform is operating in accordance with SONIFI specifications, Company shall accept the STAYCAST Platform, in writing, by signing SONIFI's standard Billing Commencement & Installation Completion Form. Notwithstanding anything to the contrary herein, should Company fail or refuse to sign a Billing Commencement & Installation Completion Form and SONIFI, in its sole but reasonable discretion, determines that it has completed all of its STAYCAST Platform installation, configuration, and activation obligations as described in this SOW and the Service Terms, the Billing Commencement & Installation Completion Form shall be deemed to have been accepted and signed by Company "as-is" within three (3) business days of SONIFI's completion of its obligations under this SOW and the Service Terms, and SONIFI will commence billing for STACAST Platform functionality.

5. Specific Project Tasks

SONIFI shall perform the tasks and provide the labor and materials described in any custom "statement of work," work order or purchase agreement prepared by SONIFI and signed by both Parties. If a custom "statement of work," work order or purchase agreement is requested by Company, SONIFI may charge all applicable rates and fees set forth in the applicable work order, statement of work or purchase agreement, or on SONIFI's then-current Rate Card, as applicable, and recover all out-of-pocket costs it incurred in connection with preparing such a statement of work, work order or purchase agreement, to the extent they are not already covered by a specified fee. If a custom "statement of work," work order or purchase agreement is deemed necessary by SONIFI, in its sole but reasonable discretion, in order to meet its obligations under the Agreement and this SOW, SONIFI shall promptly notify Company and prepare a custom "statement of work", work order or purchase agreement for the performance of all tasks needed to enable SONIFI to meet its contractual obligations. If Company refuses to agree to and approve the custom "statement of work", work order or purchase agreement, as applicable, and SONIFI is unable to complete its obligations under the Agreement and this SOW as a result, the Agreement shall terminate immediately, without liability of any kind or amount on SONIFI's part, and Company agrees to pay SONIFI for any and all costs and expenses SONIFI has incurred in connection with the Project up to the date of Company's refusal, in addition to any other amounts (i) due to SONIFI pursuant to the Agreement and/or (ii) ordered by court of competent jurisdiction. All remedies available to SONIFI at law or equity under the Agreement are cumulative and nothing in this Section 5 limits or derogates such remedies. If the Agreement terminates pursuant to this Section 5, SONIFI will transfer to Company title to and ownership of the hardware for which Company has paid SONIFI in full and Company shall be solely responsible for all such hardware. Nothing herein shall abrogate or modify Company's legal and contractual obligations to an Approved Third-Party Financing Company with respect to the Deliverables.

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