EXHIBIT A

SATELLITE TELEVISION PROGRAMMING STATEMENT OF WORK

1. Purpose of the Statement of Work

This Satellite Television Programming Statement of Work ("**SOW**") establishes the requirements, milestones and process for planning, set-up, configuration, and acceptance of STV Equipment and STV Programming at the Premises (collectively, the "**Project**"). Capitalized terms not defined in this SOW shall be given the meaning ascribed to them in the "Satellite Television Programming Agreement" entered into by and between the Parties, as amended from time to time (the "**Agreement**"), 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 Agreement will govern. STAYCAST™, interactive television and Patient Internet Access site and network requirements are addressed in separate agreements and statements of work. This SOW is incorporated into and forms an integral part of the Agreement.

2. Project Details

A. Site and Network Requirements

1.1 Care Facility shall provide a secure, climate-controlled, non-public area at the Premises ("**Headend Location**") for the STV Equipment. Care Facility shall provide a satisfactory location for the placement of satellite dishes, other signal reception devices and any related equipment needed to deliver STV Programming to the Premises and such satellite dishes, signal reception devices and STV Equipment must be in a location accessible to SONIFI employees and subcontractors.

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 with the STV Equipment operating; (b) provide a minimum of 57"(w) x 8'(d) of unobstructed floor space, with 8' of unobstructed height from floor to ceiling head room for one (1) STV Equipment cabinet and an additional 4'(w) x 8'(d) of unobstructed floor space for each subsequent STV Equipment cabinet; (c) provide an electrical circuit for each STV Equipment cabinet based on requirements of the table below; (d) remain free of any hazardous, corrosive, or combustible chemicals or materials; and (e) otherwise meet SONIFI's then current specifications and guidelines which are available from SONIFI's Technical Assistance Center by calling 1-888-563-4363.

ELECTRICAL CIRCUIT and HVAC REQUIREMENTS					
System	**Description**	**# of Racks**	**Max Watts**	**Max BTU**	**Circuit Needed**
STV-Only	• Up to 96 HD STV Programming channels	1	686	2340	One (1) 20A-110VAC circuit. Duplex receptacle with two standard 20A outlets (NEMA 5-20R)
Custom	Contact SONIFI to discuss space, heat and power requirements				

1.3 Care Facility must provide SONIFI with access to the MATV System, Premises Network Infrastructure, IPTV distribution plant and/or CNS located at the Premises. If Care Facility is using MATV System plant at the Premises, Care Facility must also provide one (1) 15A-110VAC outlet for an amplifier at the STV Programming signal insertion point into the MATV System.

1.4 Care Facility must provide SONIFI with a no-cost external connection to a Care Facility Internet circuit at the Premises using Cat5e/6 compliant Ethernet cabling to enable the STV Equipment to communicate back to SONIFI's offices for the purpose of data retrieval, troubleshooting, monitoring, maintenance, and STV Equipment management ("**Connectivity**"). Care Facility is solely responsible for providing the necessary Connectivity. The Connectivity must meet or exceed the following minimum guidelines:

1.4.1 Bandwidth of at least 1 Mbps upstream and downstream.

1.4.2 At least one (1) public routable IP address, assigned from the Internet service provider for the Premises before the STV Equipment is activated. This IP address may also be referred to as the "host IP" or "**Care Facility IP**". The Care Facility IP must (a) be a persistent, static IP address and not assigned by Dynamic Host Configuration Protocol (DHCP), (b) not be DHCP-reserved, (c) not be network address translated, (d) not be shared with another system, network or user, (e) not be firewalled or filtered, and (f) not be an unrouteable IP address that is masqueraded, spoofed or translated.

1.4.3 If, during the Term of the Agreement, Care Facility adds services or features that require additional Internet bandwidth, Care Facility shall promptly notify SONIFI of such services and features and SONIFI will advise Care Facility of any necessary modifications or upgrades to the Connectivity that must be procured, installed and activated at no cost to SONIFI.

If Care Facility 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 Care Facility 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 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. Care Facility 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 Care Facility's requirements or that the Connectivity will operate in an error-free or uninterrupted manner.

1.5 Care Facility must provide its back-office public facing IP address. This will be used to restrict network access to the STV Equipment's administrative menus and administrative menu levels.

1.6 Care Facility must allow access through the Internet to the URL provided at the time of STV Equipment set-up and configuration. STV Programming and STV Equipment monitoring require access for both http (network port 80) and https (network port 443).

1.7 In order to fully and timely set-up, configure and activate the STV Equipment and STV Programming at the Premises, it is necessary for SONIFI to receive all the required information solicited below prior to the Commencement Date. If the required information is not received prior to the scheduled Commencement Date, set-up, configuration, and activation of the STV Equipment and distribution of STV Programming in the Premises may be delayed and SONIFI shall not be liable or responsible for any inability to perform resulting from or in connection with such a delay. In the event set-up, configuration, and activation of the STV Equipment or distribution of STV Programming is delayed due to Care Facility's failure to provide all required information, Care Facility agrees to pay SONIFI any additional fees, charges and costs associated with or attributable to the delay.

	Requirements	**Notes**
Internet Service Provider		
Name of Service Provider		Care Facility SONIFI will contact for circuit
Contact Name	Title, Phone and Email	
Bandwidth		
Public Routable IP Address	Must be for exclusive use by SONIFI Must be Static Address	-Examples: 155.212.32.29 and 12.6.147.59 -Cannot be a Network Address Translated -Cannot be Firewall or filtered -Cannot be an RFC-1918 private routable IP address that is masqueraded, spoofed or translated -Cannot be DHCP "sticky" IP address -Addresses that are not supported ▪ Begin with 10, Begin with 192.168, Begin with 172.16-31
Subnet Mask	Assigned by Care Facility's Internet Service provider	Example: 255.255.255.248
Gateway IP Address		-Examples: 155.212.32.29 and 12.6.147.59 -Can look similar to Public Routable IP address but is never the same

EXHIBIT A

Additional Information		
Cable Run length	Limited to 328 Feet maximum	Length of cable from the Internet Access point (hub, switch, or router) to SONIFI host Computer
Room, Switch/hub/router, and port location		This is the location that SONIFI will use
SONIFI requires a single 10 or 100 megabit Ethernet connection from a hub, switch or router		

1.8 Third Party Systems – For any third party systems that will be integrated with the STV Equipment (collectively, "**Third Party Systems**"), such as Care Facility's Property Management System ("**PMS**"), Point-of-Sale system ("**POS**"), or Ticket Management System ("**TMS**"), Care Facility 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 STV Equipment to the Third Party Systems at the Premises; (c) providing secure data connection(s) that enable the STV Equipment to transmit and receive data through any Care Facility 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 STV Equipment.

1.9 Television Compatibility – Care Facility is responsible for ensuring its televisions at the Premises meet the required specifications for compatibility with the Project. SONIFI's most current television compatibility requirements and specifications are available from SONIFI's Technical Assistance Center by calling 1-888-563-4363. To permit SONIFI to ascertain television equipment compatibility, Care Facility shall specify on the "Required Premises Information" form (**Exhibit C**) the number of televisions at the Premises that are compatible with MPEG-2 and/or MPEG-4 signal compression standards. Each television to be utilized in connection with or as part of the Project is required to have an internal or external communications terminal that is compatible with the STV Equipment. The requisite communications terminal must be approved by SONIFI to ensure it meets or exceeds all compatibility requirements. If needed, Care Facility may purchase compatible communications terminals from SONIFI. Televisions that are not compatible with the STV Equipment may materially and significantly alter the scope, schedule, and price of the Project.

B. Equipment

SONIFI is only responsible for setting up, configuring and activating the STV Equipment required for the Project, unless otherwise specified in a separate statement of work, purchase order or work order signed by both Parties.

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 will appoint a Project Manager to serve as the primary Project lead and point of contact. Care Facility shall provide an email address to facilitate the establishment of a portal account and to enable communications about STV Programming.

D. Project Schedule

The Project schedule will include the following steps. Any failure by Care Facility 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 time period where Care Facility's circumstances would prevent, hinder, delay or significantly interfere with SONIFI's ability to perform the needed work related to the Project. The adjustment of the Project schedule to accommodate Care Facility's circumstances shall equitably extend any deadlines by the corresponding time.

1.1. Project Kick-off call: SONIFI and Care Facility shall participate in an initial phone call to review site and network requirements, 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 site survey document to be completed and returned by the Care Facility's Project Manager. This survey document solicits information from the Care Facility about existing televisions, equipment and facilities at the Premises (including, but not limited to, manufacturers and model numbers and firmware versions, if known), the MATV System and Premises Network Infrastructure located in the Premises, and the condition of the Premises. The Site Assessment is limited to SONIFI's analysis of and reliance upon Care Facility-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 Care Facility's MATV System, Premises Network Infrastructure, facilities and/or equipment and patient rooms for television information and mounting locations.

1.4 Set-Up, Configuration and Customization of the Project, such as updating the STV Programming channel line-up at the Premises and any custom MATV Work. SONIFI may determine that custom MATV Work is required at the Premises after the initial kick-off phone call and reviewing any information furnished by Care Facility. Any custom MATV Work to be performed by SONIFI shall be described in a separate statement of work attached to this Agreement, or a separate statement of work or purchase order agreed to and signed by Care Facility and SONIFI.

1.5 Testing and Acceptance

3. Parties' Responsibilities

A. General Care Facility Duties

1.1 Care Facility will participate in an initial "kick-off" conference call with SONIFI and be reasonably available for follow-up technical and design planning questions.

1.2 Care Facility shall review SONIFI's site and network requirements for the STV Equipment and STV Programming prior to the kick-off conference call and will be responsible for advising SONIFI of any non-conforming condition(s) in Care Facility's CNS (*e.g.*, MATV System), equipment (*e.g.*, televisions) or Premises (*e.g.*, insufficient cooling or electrical capacity for specified STV Equipment).

1.3 Care Facility shall provide all information requested by SONIFI concerning televisions, set-top boxes and set-back devices located at the Premises.

1.4 Upon SONIFI's or Care Facility's request, Care Facility 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 Care Facility shall diligently, and in good faith, utilize its best 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 CNS and equipment 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 STV Equipment and STV Programming function in accordance with applicable specifications.

1.6 As necessary or requested by SONIFI, Care Facility shall provide access to the Premises for the conduct and completion of the set-up, configuration, and activation of all STV Equipment and Care Facility's selected STV Programming. Such access shall include, but not necessarily be limited to: (a) the MATV System/Premises Network Infrastructure/CNS; (b) televisions, set-top boxes and set-back devices (for an on-site evaluation, at least one of each type of television must be connected to the MATV System, the Premises Network Infrastructure, the CNS and/or the STV Equipment); (c) patient rooms (for on-site evaluation, as reasonably requested by SONIFI); (d) public areas (for on-site evaluation, as reasonably requested by SONIFI); (e) utility closets; (f) the roof and building exterior (as applicable); (g) back-office network and server rooms; and (h) PMS, TMS and POS computer system(s).

1.7 Care Facility shall at all times provide a safe, hazard-free work environment for all Project activities and shall promptly eliminate any hazardous conditions identified by Care Facility or SONIFI employees or agents.

1.8 Care Facility shall provide SONIFI employees and agents with reasonable and timely access to patient rooms, hardware, software, and equipment that requires servicing, updating or configuring during the Project.

1.9 Care Facility shall provide security escorts for SONIFI onsite personnel, as reasonably determined by Care Facility or SONIFI, at no cost to SONIFI.

B. General SONIFI Duties

1.1 SONIFI personnel shall participate in a "kick-off" conference call with designated Care Facility personnel.

1.2 SONIFI shall provide Care Facility with access to SONIFI's site and network requirements for the STV Equipment and STV Programming prior to the kick-off 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 Care Facility's Project Manager. The Project schedule may provide 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 Care Facility's Premises (including patient rooms, public areas, utility closets, back offices, the roof, and the building exterior). A site inspection or evaluation may include one or more of the following tasks: (a) evaluating the MATV System, Premises Network Infrastructure and/or CNS at the Premises, electrical capacity throughout the Premises, and television capabilities for compatibility with STV Equipment and/or specified types of digital STV Programming; (b) assessing signal reception for STV Programming (*e.g.*, standard definition digital and high-definition digital video programming); (c) reviewing local area network infrastructure and technologies, and network switch types; and (d) inspecting and evaluating environmental conditions at the Premises for operation, maintenance, repair and

support of STV Equipment. After a site inspection/evaluation of the Premises has been completed, SONIFI shall provide Care Facility with a written report of findings, which may include recommended improvements to the Premises (*e.g.*, the MATV System and/or televisions) and associated costs for SONIFI to perform such improvements.

1.3 SONIFI shall provide all forms needed for Care Facility 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 conduct of a final joint inspection or joint verification of the Project by SONIFI's Project Manager, or duly authorized designee, and Care Facility's Project Manager, or duly authorized designee. After the successful conclusion of the Project has been verified by the final joint inspection or joint verification, which may be performed remotely in whole or in part, Care Facility shall affirm that all work has been completed and accepted and shall sign SONIFI's standard "Billing Commencement Form." The final inspection or verification, as applicable, is to be completed at the end of the Project. The Project Managers for SONIFI and Care Facility, or their designee(s), shall schedule the final inspection or final verification, as applicable, to take place prior to the expiration of the Project completion deadline. If the STV Equipment and STV Programming are operating in accordance with SONIFI specifications and requirements, Care Facility shall accept SONIFI's work, in writing, by signing SONIFI's standard Billing Commencement Form. If any STV Equipment or STV Programming is not operating in accordance with SONIFI specifications or requirements, such STV Equipment and/or STV Programming shall be noted along with an estimated resolution date. After the STV Equipment and STV Programming are operating in accordance with SONIFI specifications or requirements, Care Facility shall accept SONIFI's work, in writing, by signing SONIFI's standard Billing Commencement Form. Notwithstanding anything to the contrary herein, should Care Facility fail or refuse to sign SONIFI's standard Billing Commencement Form and SONIFI, in its sole but reasonable discretion, determines that it has completed all of its obligations as described in this SOW, the Billing Commencement Form shall be deemed to have been accepted and signed by Care Facility "as-is" within three (3) business days of SONIFI's completion of its obligations under this SOW.

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 agreed upon and signed by both Parties. If a custom statement of work, work order or purchase agreement is requested by Care Facility, SONIFI may charge all applicable rates and fees set forth in the applicable statement of work, work order, or purchase order, 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 order is deemed necessary by SONIFI, in its sole but reasonable discretion, in order to meet its obligations under the Agreement, SONIFI shall promptly notify Care Facility and prepare a custom statement of work, work order or purchase order for the performance of all tasks needed to enable SONIFI to meet its contractual obligations. If Care Facility refuses to agree to and approve the custom statement of work, work order or purchase order, as applicable, and SONIFI is unable to complete its obligations under the Agreement as a result, the Agreement shall terminate immediately, without liability of any kind or amount on SONIFI's part, and Care Facility agrees to pay SONIFI for any and all costs and expenses it has incurred in connection with the Project up to the date of Care Facility's refusal, in addition to any other amounts (i) due to SONIFI pursuant to this 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.