EXHIBIT B

EQUIPMENT MAINTENANCE AND SUPPORT PROVISIONS

These Equipment Maintenance and Support Provisions (the "**SONIFI Limited Warranty**") are incorporated into and made a part of the Agreement. Capitalized terms not defined herein shall be given the meaning ascribed to them in 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.

1. Covered Equipment. All Existing STV Equipment and all Replacement STV Equipment purchased from or installed by SONIFI or purchased from an Approved Third-Party Financing Care Facility and installed by SONIFI is Covered Equipment (defined below) for purposes of this SONIFI Limited Warranty, subject to all applicable exclusions, exceptions and limitations.

2. Limited Warranties. As expressly and exclusively set forth and described in this SONIFI Limited Warranty, during the Term SONIFI shall service, support, warrant and maintain the Licensed Software and any Updates (defined below) licensed to Care Facility, and (i) the Existing STV Equipment, and (ii) any Replacement STV Equipment purchased from an Approved Third-Party Financing Care Facility or SONIFI that SONIFI employees or contractors have installed at the Premises pursuant to the Agreement, exclusive of set-top boxes, set-back devices, televisions, television firmware, amplifiers, routers and remote controls ("**Covered Equipment**"), in each case, for the recurring fees set forth in the Products & Fee Schedule.

2.1 SONIFI warrants, during the Term, that the Licensed Software and all Updates installed on or embedded in the Covered Equipment, if any, will substantially conform to any applicable documentation published by the applicable manufacturer or developer when executed on the Covered Equipment. SONIFI shall use reasonably available means during the Term to provide: (i) 24x7x365 technical support via telephone and e-mail to Care Facility regarding the use of the Licensed Software and Updates, subject to Force Majeure Events that interrupt telephone service or Internet service; and (ii) updates, bug fixes, patches, error corrections and upgrades to the Licensed Software, if available from the applicable manufacturer or developer (collectively, "**Updates**"), within a commercially reasonable time after any such Updates are released to the public by the manufacturer or developer, subject to any hardware compatibility requirements.

2.2 SONIFI warrants, during the Term, that the Covered Equipment shall be free from defects in materials and workmanship. SONIFI shall use reasonably available means during the Term to provide 24x7x365 technical support via telephone and e-mail to Care Facility regarding the Covered Equipment, subject to Force Majeure Events that interrupt telephone service or Internet service.

2.3 SONIFI warrants, during the Term, installation labor and professional services performed by SONIFI personnel concerning Covered Equipment, Licensed Software and Updates will be free from defects in workmanship.

2.4 SONIFI shall use reasonably available means to provide a toll-free telephone number and e-mail address to Care Facility for Covered Equipment and Licensed Software technical support, which number and address shall enable Care Facility to contact SONIFI's Technical Assistance Center ("**TAC**"). During the Term, if a technical or performance-related problem with the Covered Equipment and/or Licensed Software and Updates is identified by Care Facility, Care Facility shall contact the TAC via the toll-free telephone number or e-mail address provided to Care Facility for this purpose within twelve (12) hours of discovering the problem. TAC telephone support and e-mail support is included in the recurring maintenance and support fees specified in the Products & Fee Schedule during the Term. All telephone support is provided in English only. Care Facility shall be responsible for timely paying any and all language translation fees incurred and charged by SONIFI, plus any applicable taxes.

2.5 Notwithstanding anything to the contrary in this SONIFI Limited Warranty, or the body of the Agreement, after the Agreement expires or is terminated, and for all e-mails or telephone calls to the TAC at any time that are outside the scope of or not covered by SONIFI's limited warranties and express maintenance and support obligations herein or elsewhere in the Agreement, SONIFI, in its sole discretion, may provide telephone or e-mail support for Existing STV Equipment, Replacement STV Equipment, Licensed Software and Updates, if available, on a time and materials basis for the fees and charges set forth on the most current SONIFI Rate Card, available upon request to the TAC, plus all costs for parts, hardware and components and all applicable taxes, shipping and freight costs, handling charges, trip charges, parking fees, lodging fees and tolls.

2.6 **SONIFI DOES NOT REPRESENT, WARRANT OR GUARANTEE THAT (i) EXISTING STV EQUIPMENT AND ANY REPLACEMENT STV EQUIPMENT, INCLUDING COVERED EQUIPMENT, OR THE OPERATION OF EXISTING STV EQUIPMENT AND REPLACEMENT EQUIPMENT, INCLUDING COVERED EQUIPMENT, OR THE LICENSED SOFTWARE AND UPDATES, IF ANY, INSTALLED ON EXISTING STV EQUIPMENT AND REPLACEMENT STV EQUIPMENT, INCLUDING COVERED EQUIPMENT, SHALL BE ERROR FREE OR UNINTERRUPTED, OR (ii) FUNCTIONS CONTAINED IN EXISTING STV EQUIPMENT AND**

ANY REPLACEMENT STV EQUIPMENT, INCLUDING COVERED EQUIPMENT, OR THE LICENSED SOFTWARE AND UPDATES, IF ANY, SHALL MEET CARE FACILITY'S OR ITS GUESTS' NEEDS, REQUIREMENTS OR EXPECTATIONS. IMPORTANT: DO NOT OPEN COVERED EQUIPMENT. OPENING COVERED EQUIPMENT MAY CAUSE DAMAGE THAT IS NOT COVERED BY THE SONIFI LIMITED WARRANTY OR MAY CAUSE THE COVERED EQUIPMENT TO STOP FUNCTIONING. The limited warranties set forth in this Section 2 shall not apply to damage or failure or inability to perform resulting from Care Facility's failure to comply with the Agreement (including the SOW) and/or to follow oral or written instructions from SONIFI pertaining to the Covered Equipment, Licensed Software, and/or Updates. This SONIFI Limited Warranty sets forth Care Facility's sole and exclusive remedies in the event of a breach of warranty herein during the Term.

3. Remote Monitoring. SONIFI shall use reasonably available means to remotely monitor the Covered Equipment and Licensed Software and Updates, if any, for technical and performance issues, provided the Care Facility complies with its obligations to provide Connectivity, as specified in the SOW. Care Facility shall be responsible for providing a persistent Internet connection to the Premises as described in the Agreement and the SOW.

4. Maintenance, Support and Limited Warranty Remedies.

4.1 Covered Equipment and Licensed Software. During the Term, upon receiving notification of a problem with the Covered Equipment or Licensed Software and Updates, if any, either through remote monitoring or a telephone call or e-mail to the TAC from Care Facility, SONIFI will begin diagnosing the cause of the problem. When possible, the diagnosis and/or repair will be completed by TAC without SONIFI service personnel being dispatched to the Premises. Additionally, SONIFI, if technically feasible and commercially reasonable to do so, will provide the Care Facility's designated employee or representative with the information necessary to resolve the problem. If SONIFI, in its sole discretion, determines a problem is attributable to a defect in materials or workmanship in the Covered Equipment during the Term or a defect in the Licensed Software and Updates, if any, that prevents them from substantially conforming to any documentation published by the applicable manufacturer(s) or developer(s) during the Term, and an on-site visit is required, SONIFI will dispatch service personnel to begin the correction of the problem in accordance with the appropriate issue classification and service response times specified in the applicable service level package selected by the Care Facility, as set forth and described below. Based on information supplied by the Covered Equipment, the Licensed Software and Updates, if any, and/or Care Facility's designated contact person, SONIFI shall ascertain and classify the severity of a reported issue as "low," "moderate" or "high," in its sole discretion. The service response times for a particular issue classification and service level package only indicate the time by which SONIFI service personnel will be dispatched to the Premises and do not indicate the required on-site arrival time of SONIFI service personnel or the required completion of the repairs, replacements or Updates necessary or available to fix the identified problem(s) with the Covered Equipment and/or Licensed Software and Updates, if any. Care Facility shall provide SONIFI's service personnel with full access to all Covered Equipment and all Licensed Software and Updates, as requested by SONIFI based on SONIFI's assessment of the reported or discovered problem. After inspecting the Covered Equipment and/or Licensed Software and Updates, if any, SONIFI shall confirm whether or not the reported problem is the result of a defect in materials or workmanship in the Covered Equipment and/or a defect in the Licensed Software and Updates, if any, installed on or embedded in the Covered Equipment that prevents them from substantially conforming to any documentation published by the applicable manufacturer(s) or developer(s). If the reported problem is attributable to a defect in materials or workmanship in the Covered Equipment and/or a defect in the Licensed Software and Updates, if any, that prevents them from substantially conforming to any documentation published by the applicable manufacturer(s) or developer(s), and the problem was reported to TAC or discovered by SONIFI during the Term, SONIFI, in its sole discretion, shall repair or replace the defective part or Covered Equipment with an identical or comparable part or piece of equipment that may be new or refurbished, at no additional cost to Care Facility, or, in the case of the Licensed Software, correct or mitigate the defect through an Update, if an appropriate Update is available from the applicable manufacturer or developer, so that the Licensed Software substantially conforms with any documentation published by the applicable manufacturer(s) or developer(s), at no additional charge to Care Facility. If, during the Term, SONIFI determines, after performing an on-site inspection, that a reported problem is not due to a defect in materials or workmanship in Covered Equipment, or a defect in the Licensed Software and Updates, if any, that prevents them from substantially conforming to any documentation published by the applicable manufacturer(s) or developer(s), Care Facility shall be charged for labor at SONIFI's rate(s) set forth in the most current SONIFI Rate Card, available upon request to the TAC, plus (i) the cost of parts, hardware and components, and (ii) all applicable taxes, shipping and freight costs, handling charges, parking fees, lodging fees, tolls, and trip charges.

4.1.1 *Low Severity Issue*. (single or very low number of guest rooms experiencing technical issues related to STV Programming, or minor picture quality problems; single guest room STV Programming outage; fewer than two free-to-guest channels unviewable; training requests; Covered Equipment failure with small impact on Care Facility guests; requests for supplies): Service personnel will be dispatched and in-route to the Premises based on the package selected by Care Facility on the Products & Fee Schedule: Basic Service Level Package- within 48 hours; or Expedited Service Level Package- within 24 hours, all on a 24x7x365 basis.

4.1.2 *Moderate Severity Issue*. (moderate number of guest rooms with picture quality problems; two or more free-to-guest channels unviewable): Service personnel will be dispatched and in-route to the Premises based on the package selected by Care Facility on the Products and Fee Schedule: Basic Service Level Package- within 24 hours; or Expedited Service Level Package- within 12 hours, all on a 24x7x365 basis.

4.1.3 *High Severity Issue*. (issues affecting a significant number of floors, an entire wing of the Premises such that the issue impacts substantially or potentially all rooms; a significant number of guest rooms experiencing severe picture quality problems; more than two free-to-guest channels are not viewable simultaneously): Service personnel will be dispatched and in-route to the Premises based on the package selected by Care Facility on the Products and Fee Schedule: Basic Service Level Package- within 12 hours; or Expedited Service Level Package- within 6 hours, all on a 24x7x365 basis.

4.2 Installation Labor and Professional Services. During the Term, upon receiving notification of a problem within installation labor or professional services concerning the Covered Equipment Licensed Software or Updates, either through remote monitoring or a telephone call or e-mail to the TAC from Care Facility, SONIFI will begin diagnosing the cause of the problem. When possible, the diagnosis and/or repair will be completed by TAC without SONIFI service personnel being dispatched to the Premises. If SONIFI, in its sole discretion, determines a problem with Covered Equipment, Licensed Software or Updates is attributable to a defect in installation labor or professional services during the Term, SONIFI will dispatch service personnel to begin the correction of the problem at no additional charge to Care Facility. Care Facility's sole and exclusive remedy in the event of a nonconformity in the express limited warranty set forth in Subsection 2.3 is that SONIFI will re-perform any required labor or professional services to make them substantially conform with limited warranty at no additional cost to Care Facility.

5. Service, Support and Maintenance Limitations.

5.1 *Accelerated Service*. If Care Facility requests an earlier response time than that required per the service response times set forth in Section 4, above, and SONIFI, in its sole discretion, dispatches service personnel to perform service on an accelerated basis, Care Facility shall be charged for labor at SONIFI's rate(s) set forth on the most current SONIFI Rate Card, available upon request to SONIFI, plus (i) the cost of parts, hardware and components, and (ii) all applicable taxes, shipping and freight costs, handling charges, parking fees, lodging fees, tolls, and trip charges, regardless of SONIFI's warranty, maintenance, repair and support obligations in this SONIFI Limited Warranty.

5.2 *No Service, Support and Maintenance After Termination or Expiration of the Agreement*. SONIFI's maintenance, support, repair and limited warranty obligations set forth in this SONIFI Limited Warranty end immediately upon the termination or expiration of the Agreement. SONIFI reserves the right to charge Care Facility a fee for each telephone call made or e-mail sent to the TAC after termination or expiration of the Agreement.

6. Scope of Service and Support. SONIFI's obligations under this SONIFI Limited Warranty shall not apply to the MATV System, the Premises Network Infrastructure and/or the CNS located in the Premises, and problems or issues solely related to the MATV System, the Premises Network Infrastructure and/or CNS.

7. Performance Exclusions.

7.1 SONIFI's obligations under this SONIFI Limited Warranty with respect to Licensed Software and Updates, if any, and Covered Equipment shall not apply to: (i) products, software and services purchased or licensed from or provided by third parties and equipment, hardware or software purchased or licensed from or installed by any person or entity other than SONIFI (except for Existing Televisions and any Replacement STV Equipment purchased from an Approved Third-Party Financing Care Facility), such as televisions, television firmware, set-top boxes, set-back devices, routers, amplifiers, wireless access points, and media streaming devices (*e.g.*, Roku sticks and Amazon Fire TV sticks); (ii) misuse, theft or vandalism; (iii) accidental damage, including but not limited to, contact with liquid, extreme heat, or foreign material; (iv) adjustments made by Care Facility or a third party without SONIFI's authorization; (v) limitations of technology; (vi) modification of any part of the Covered Equipment, Licensed Software or Updates by Care Facility, the Premises and their respective owners, directors, partners, members, officers, employees, contractors, agents and guests, in any case, without SONIFI's prior written authorization; (vii) cosmetic damage; (viii) use or installation inconsistent with SONIFI or manufacturer documentation and

instruction; (ix) use of parts or peripherals not recommended or approved by SONIFI; (x) damage caused by servicing not authorized by SONIFI; (xi) damage caused by computer or Internet viruses, bugs, worms, Trojan horses, malware, cancelbots or other malicious code; (xii) cable cuts caused by third parties, the Care Facility and/or its directors, officers, employees, agents, contractors, affiliates or guests; (xiii) changes in Care Facility equipment at the Premises, such as televisions or the property management system; (xiv) any damage, problem or defect caused by Care Facility's movement or replacement of televisions or terminal devices; (xv) firmware updates for Internet routers, wireless access points, televisions, set-top boxes and set-back devices; (xvi) any damage, problem, defect, Covered Equipment modification, Covered Equipment upgrade or hardware addition necessitated or caused by Care Facility's remodeling of the Premises, or a reduction or addition of guest rooms in the Premises; (xvii) single-room issues (such as maintenance and replacement of in-room devices and wiring), general Premises maintenance (such as amplifier repairs and replacement), and STV Programming channel line-up management and changes; (xviii) repair and programming of remote controls, including without limitation, battery replacement; (xix) changes to Care Facility's or the Premises' name and any and all changes to Care Facility's Internet service and/or Internet circuit provider(s); (xx) failure of Care Facility directors, officers, employees, agents, contractors and/or subcontractors to communicate with and follow the instructions of TAC and SONIFI service personnel; (xxi) Public Viewing televisions and related video programming and content; (xxii) verifying high-speed Internet access data transmission availability and data speed, and all labor and parts for high-speed Internet access hardware; (xxiii) any damage, problem, defect, Covered Equipment modification, Covered Equipment upgrade or hardware addition caused by Internet circuit conversions at the Premises; and (xxiv) all changes, modifications, updates or modifications to the Covered Equipment, Licensed Software or Updates necessitated by a Force Majeure Event.

7.2 If Care Facility requests and SONIFI elects, in its sole discretion, to provide maintenance and repair services due to any of the aforementioned instances delineated in Subsection 7.1, Care Facility shall promptly pay SONIFI for labor, at SONIFI's then current rate(s) set forth in the most recent SONIFI Rate Card available upon request to the TAC, plus the costs of all hardware, parts and components and all applicable taxes, shipping and freight costs, handling charges, parking fees, lodging fees, tolls, and trip charges.

8. Non-Payment of Fees. SONIFI shall have no obligation to perform or endeavor to perform any Update, to repair or replace Existing STV Equipment or Replacement STV Equipment, to provide TAC support or remote monitoring, or to correct any failure or error in Licensed Software, Replacement STV Equipment or Existing STV Equipment, in any case, that occurs during a month in which Care Facility has a past due undisputed amount owed to SONIFI that is more than sixty (60) days past due, regardless of regardless of SONIFI's warranty, maintenance, repair and support obligations in this SONIFI Limited Warranty.