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 set forth in applicable laws and regulations, and if not defined therein, words shall be given their common and ordinary meaning.

1. Limited Warranty and Disclaimer.

1.1 **SONIFI IS NOT WARRANTING THE EXISTING STV EQUIPMENT OR THE LICENSED SOFTWARE (INCLUDING ALL UPDATES) INSTALLED ON OR EMBEDDED IN THE EXISTING STV EQUIPMENT. SONIFI HEREBY DISCLAIMS ALL EXPRESS, IMPLIED AND STATUTORY WARRANTIES WITH RESPECT TO THE EXISTING STV EQUIPMENT AND THE LICENSED SOFTWARE (INCLUDING ALL UPDATES) INSTALLED ON OR EMBEDDED IN THE EXISTING STV EQUIPMENT, INCUDING WITHOUT LIMITATION, ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, DATA SECURITY, DATA ACCURACY, AND NON-INFRINGEMENT. SONIFI DOES NOT REPRESENT, WARRANT OR GUARANTEE THAT (I) OPERATION OF EXISTING STV EQUIPMENT OR THE LICENSED SOFTWARE (INCLUDING ALL UPDATES) INSTALLED ON OR EMBEDDED IN EXISTING STV EQUIPMENT SHALL BE ERROR FREE OR UNINTERRUPTED, OR (II) FUNCTIONS CONTAINED IN EXISTING STV EQUIPMENT OR THE LICENSED SOFTWARE (INCLUDING ALL UPDATES) INSTALLED ON OR EMBEDDED IN THE EXISTING STV EQUIPMENT SHALL MEET CARE FACILITY'S OR ITS GUESTS' NEEDS, REQUIREMENTS OR EXPECTATIONS. NOTHING IN THIS SUBSECTION 1.1 INVALIDATES OR LIMITS ANY REMAINING WARRANTY FURNISHED BY THE MANUFACTURER(S) OR DEVELOPER(S) OF THE EXISTING STV EQUIPMENT, ASSOCIATED LICENSED SOFTWARE AND UPDATES. CARE FACILITY SHALL LOOK SOLELY TO THE MANUFACTURER(S), DEVELOPERS, LICENSORS AND AUTHORS OF ALL APPLICABLE EXISTING STV EQUIPMENT AND ASSOCIATED LICENSED SOFTWARE AND UPDATES FOR ANY WARRANTY CLAIMS AND REMEDIES CONCERNING EXISTING STV EQUIPMENT AND ASSOCIATED LICENSED SOFTWARE AND UPDATES.**

1.2 SONIFI warrants: (i) that all Licensed Software and Updates licensed to Care Facility when executed on Replacement STV Equipment, if any, will substantially conform to any published documentation for a period of ninety (90) calendar days beginning on the date of installation; (ii) all Replacement STV Equipment purchased directly from SONIFI or an Approved Third-Party Financing Care Facility, if any, and installed at the Premises by SONIFI, in either case, shall be free from defects in materials and workmanship for a period of ninety (90) calendar days beginning on the date of installation; and (iii) all installation, configuration and set-up labor for Replacement Equipment will be free from defects in workmanship for a period of ninety (90) calendar days from the date of performance. The 90-day limited warranty period applicable to Replacement STV Equipment and Licensed Software installed on or embedded in Replacement STV Equipment, and to SONIFI's installation, configuration, and set-up of Replacement STV Equipment, shall be referred to herein as the "**SONIFI Limited Warranty Period**." **SONIFI DOES NOT REPRESENT, WARRANT OR GUARANTEE THAT (A) OPERATION OF REPLACEMENT STV EQUIPMENT (IF ANY) OR THE LICENSED SOFTWARE AND ALL UPDATES INSTALLED ON OR EMBEDDED IN REPLACEMENT STV EQUIPMENT (IF ANY) SHALL BE ERROR FREE OR UNINTERRUPTED, OR (B) FUNCTIONS CONTAINED IN REPLACEMENT STV EQUIPMENT OR THE LICENSED SOFTWARE AND UPDATES INSTALLED ON OR EMBEDDED IN REPLACEMENT STV EQUIPMENT SHALL MEET CARE FACILITY'S OR ITS PATIENTS' NEEDS, REQUIREMENTS OR EXPECTATIONS. IMPORTANT: DO NOT OPEN REPLACEMENT STV EQUIPMENT. OPENING REPLACEMENT STV EQUIPMENT MAY CAUSE DAMAGE THAT IS NOT COVERED BY THE SONIFI LIMITED WARRANTY OR MAY CAUSE THE REPLACEMENT STV EQUIPMENT TO STOP FUNCTIONING.** The limited warranty set forth in this Subsection 1.2 shall not apply to Existing STV Equipment or to damage or failure or inability to perform resulting from Care Facility's failure to follow oral or written instructions or documentation from SONIFI pertaining to the Replacement STV Equipment, Licensed Software and/or Updates (defined below).

EXHIBIT B

2. SONIFI's TAC Support and Monitoring Obligations, and Applicable Fees.

2.1 Telephone and E-Mail Support, Remote Monitoring and Updates for Existing STV Equipment, Replacement STV Equipment, Licensed Software and Updates. During the Term, SONIFI's telephone support, e-mail support, and remote monitoring obligations with respect to Existing STV Equipment, Replacement STV Equipment and associated Licensed Software and Updates shall be limited solely to the following:

2.1.1 SONIFI shall use reasonably available means to remotely monitor the Existing STV Equipment, any Replacement STV Equipment and Licensed Software for technical and performance issues, provided the Care Facility complies with its obligations to furnish 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;

2.1.2 To the extent applicable, SONIFI shall install, configure and verify updates, bug fixes, patches or error corrections and upgrades (collectively, the "**Updates**") to the Licensed Software installed on or embedded in Existing STV Equipment and Replacement STV Equipment at approximately the same time it makes such Updates generally and commercially available to its other licensees, subject to any hardware compatibility requirements or limitations; and

2.1.3 SONIFI shall use reasonably available means to provide a toll-free telephone number and an e-mail address to Care Facility for 24x7x365 technical support concerning Existing STV Equipment, Replacement STV Equipment, and the operation and use of Licensed Software and Updates, which number and e-mail address shall enable Care Facility to contact SONIFI's Technical Assistance Center ("**TAC**"). The TAC's availability is subject to Force Majeure Events.

2.2 Fees for Updates, Support and Remote Monitoring.

2.2.1 All telephonic technical support and e-mail technical support from the TAC, and remote monitoring of Existing STV Equipment, and associated Licensed Software and Updates shall be furnished to Care Facility for the fees set forth in the most recent SONIFI Rate Card available upon request from the TAC. All telephone support and e-mail support are provided in English only. Care Facility shall be responsible for timely paying any and all language translation fees incurred and charged by SONIFI, plus all applicable taxes.

2.2.2 All telephonic technical support and e-mail technical support from the TAC, and remote monitoring of Replacement STV Equipment and associated Licensed Software and Updates shall be furnished to Care Facility at no additional charge during the applicable SONIFI Limited Warranty Period. After the SONIFI Limited Warranty Period applicable to specific Replacement STV Equipment expires, all telephonic technical support and e-mail technical support from the TAC, and remote monitoring of affected Replacement STV Equipment, and associated Licensed Software and Updates shall be furnished to Care Facility for the fees set forth in the most recent SONIFI Rate Card available upon request from the TAC. All telephone support and e-mail support are provided in English only. Care Facility shall be responsible for timely paying any and all language translation fees incurred and charged by SONIFI, plus all applicable taxes

2.2.3 Except with respect to Updates installed on Replacement STV Equipment to mitigate or eliminate a qualifying defect in Licensed Software during the applicable SONIFI Limited Warranty Period, all Updates will be installed, configured and verified for the fees set forth in SONIFI's most recent Rate Card available upon request from the TAC, plus all applicable taxes

3. SONIFI Response to Problems with Existing STV Equipment and Associated Licensed Software. Upon receiving notification of a problem with Existing STV Equipment or Licensed Software and Updates installed on or embedded in Existing STV Equipment, either through remote monitoring or a telephone call or e-mail to the TAC from Care Facility, SONIFI will investigate the cause of the problem as soon as reasonably possible, taking into consideration available resources and other contractual commitments and/or the existence of a Force Majeure Event. 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, diagnoses a problem to be attributable to Existing STV Equipment or Licensed Software and Updates installed on or embedded in Existing STV Equipment, and the TAC determines SONIFI personnel should be dispatched to the Premises to address the reported problem, SONIFI will dispatch service personnel to begin resolving the problem as soon as reasonably possible taking into consideration available resources and other contractual commitments and/or the existence of a Force Majeure Event. Care Facility shall provide SONIFI's service personnel with full access to all Existing STV Equipment and associated Licensed Software and

Updates. For all on-site service calls to the Premises concerning Existing STV Equipment and associated Licensed Software and Updates, for all repairs to and replacements of Existing STV Equipment, and for all on-site Updates to Licensed Software installed on or embedded Existing STV Equipment, Care Facility shall be charged for labor at SONIFI's then current rate(s) set forth on the most current SONIFI Rate Card available upon request to SONIFI, plus (i) the cost of hardware, parts, components, and other materials, (ii) the trip charge specified on SONIFI's then-current Rate Card, and (iii) all applicable taxes, shipping and freight costs, handling fees, parking fees, lodging fees, and tolls. If SONIFI replaces Existing STV Equipment with entirely new hardware or entirely refurbished hardware, all such hardware shall be deemed Replacement STV Equipment for purposes of this SONIFI Limited Warranty and the Agreement. For clarity, the Parties agree individual parts or individual internal components included in Existing STV Equipment that SONIFI may repair or replace pursuant to the Agreement and this SONIFI Limited Warranty are not Replacement STV Equipment.

4. SONIFI Response to Problems with Replacement STV Equipment and Associated Licensed Software. Upon receiving notification of a problem with any Replacement STV Equipment or Licensed Software and Updates, if any, installed on or embedded in Replacement STV Equipment 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 as soon as reasonably possible, taking into consideration available resources and other contractual commitments and/or the existence of a Force Majeure Event. 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 Replacement STV Equipment during the SONIFI Limited Warranty Period applicable to that Replacement STV Equipment or a defect in the Licensed Software and Updates, if any, installed on or embedded in the Replacement STV Equipment that prevents it from substantially conforming to any documentation published by the applicable manufacturer(s) or developer(s) during the applicable SONIFI Limited Warranty Period, and an on-site visit is required, SONIFI will dispatch service personnel to begin resolving the problem as soon as reasonably possible, taking into consideration available resources and other contractual commitments and/or the existence of a Force Majeure Event. Care Facility shall provide SONIFI's service personnel with full access to all Replacement STV Equipment and all associated Licensed Software and Updates, as requested by SONIFI based on SONIFI's assessment of the reported or discovered problem. After inspecting the Replacement STV Equipment and associated 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 Replacement STV Equipment and/or a defect in the Licensed Software and Updates, if any, installed on or embedded in the Replacement STV 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 Replacement STV Equipment and/or a defect in the Licensed Software and Updates, if any, installed on or embedded in the affected Replacement STV Equipment 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 within the applicable SONIFI Limited Warranty Period, SONIFI, in its sole discretion, shall repair or replace the defective part or Replacement STV 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 applicable SONIFI Limited Warranty Period, SONIFI determines, after performing an on-site inspection of Replacement STV Equipment and/or associated Licensed Software and Updates, if any, that a reported problem is not due to a defect in materials or workmanship in Replacement STV Equipment, or a defect in associated Licensed Software and Updates, if any, that prevents them from substantially conforming to any documentation published by the applicable manufacturer(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 TAC, plus (i) the cost of hardware, parts, components, and other materials, (ii) the trip charge specified on SONIFI's then-current Rate Card, and (iii) all applicable taxes, shipping and freight costs, handling fees, parking fees, lodging fees, and tolls. For any problem with specific Replacement STV Equipment and/or the Licensed Software and Updates, if any, installed on or embedded in specific Replacement STV Equipment that is reported to TAC or discovered by SONIFI after the expiration of the applicable SONIFI Limited Warranty Period for which SONIFI dispatches service personnel to the

Premises, Care Facility shall be charged for labor at SONIFI's then current rate(s) set forth in the most current SONIFI Rate Card available upon request from the TAC, plus (i) the cost of hardware, parts, components, and other materials, (ii) the trip charge specified on SONIFI's then-current Rate Card, and (iii) all applicable taxes, shipping and freight costs, handling fees, parking fees, lodging fees, and tolls.

5. Service, Support and Maintenance Limitations.

5.1 *Accelerated Service*. If Care Facility requests an earlier response time than that specified in Sections 3 or 4, above (*i.e.*, as soon as reasonably possible taking into consideration available resources and other contractual commitments or the existence of a Force Majeure Event), 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 in the most current SONIFI Rate Card, available upon request to the TAC, plus (i) the cost of hardware, parts, components, and other materials, (ii) the trip charge specified on SONIFI's then-current Rate Card, and (iii) all applicable taxes, shipping and freight costs, handling fees, parking fees, lodging fees, and tolls, regardless of whether any SONIFI Limited Warranty Period for affected Replacement STV Equipment and associated Licensed Software is still in effect.

5.2 *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.

6. Performance Exclusions.

6.1 SONIFI's obligations under this SONIFI Limited Warranty with respect to Licensed Software and Updates, if any, Existing STV Equipment and Replacement STV 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 Equipment 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 Existing STV Equipment, the Replacement STV Equipment, Licensed Software or Updates by Care Facility, the Premises and their respective owners, directors, partners, members, officers, employees, contractors, agents and patients, 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 patients; (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, modification or upgrade to Existing STV Equipment or Replacement STV Equipment, or hardware addition necessitated or caused by Care Facility's remodeling of the Premises, or a reduction or addition of patient 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, modification or upgrade to Existing STV Equipment or Replacement STV Equipment, or hardware addition caused by Internet circuit conversions at the Premises; and (xxiv) all changes, modifications, updates or modifications to Existing STV Equipment, Replacement STV Equipment, Licensed Software or Updates necessitated by a Force Majeure Event.

6.2 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 6.1, 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.

7. 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 whether or not any SONIFI Limited Warranty Period for specific Replacement STV Equipment is still in effect.