SATELLITE TELEVISION PROGRAMMING STANDARD TERMS AND CONDITIONS
(EQUIPMENT REUSE)

These STV Programming standard terms, conditions, warranties, representations and covenants (collectively, the "**Service Terms**") apply only to the specific STV Equipment and STV Programming which Care Facility has explicitly selected and purchased, subscribed to or licensed from SONIFI Health, Inc. ("**SONIFI**") pursuant to the binding Satellite Television Programming Agreement (Equipment Reuse) by and between Care Facility and SONIFI, including without limitation all terms and conditions, exhibits, schedules, addenda and appendices attached thereto or incorporated therein (collectively, the "**Agreement**"). These Service Terms are incorporated into Care Facility's Agreement with SONIFI and form an integral part of the Agreement. In the event of a conflict between these Service Terms and the body of the Agreement, the Service Terms shall prevail in all instances, but only to the extent of such conflict. Capitalized terms used but not defined herein shall have the meanings set forth in the body of the Agreement, the SOW, the Licensed Software Terms, the SONIFI Limited Warranty, and the Satellite Television Programming Appendix (or in attachments, exhibits, appendices, schedules, addenda, amendments, or documents incorporated therein), and if not defined therein, words shall be given the meaning accorded to them in applicable laws and regulations, and if not defined therein, words shall be given their common and ordinary meaning.
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Section 1. General Terms.

1.1 Payment of Fees. Care Facility shall pay SONIFI the one-time fees and recurring fees identified on the Products & Fee Schedule set forth in the Agreement as follows: (i) all one-time fees and charges, plus all applicable taxes, surcharges and fees thereon, shall be paid to SONIFI within thirty (30) days of the date of invoice; (ii) recurring monthly fees, plus all applicable taxes, surcharges and fees thereon, shall be paid on a monthly basis (in advance) on the first day of each calendar month, pro-rated for the first month, if applicable, commencing on the Commencement Date; and (iii) all other fees and charges not otherwise specified above shall be due and payable within thirty (30) days from the date of invoice. All payments are subject to applicable taxes, and to applicable shipping, handling, and freight costs and charges. Late payments shall accrue interest until paid at the lower of 1.5% per month or the highest lawful rate. Recurring charges and fees may include discounts, credits, incentives, rebates and/or other adjustments. SONIFI reserves the right to adjust recurring fees, other than third-party monthly fees for STV Programming which are subject to Paragraph 2.1.4 of these Service Terms: (a) on an annual basis, with at least thirty (30) days' prior notification (provided, however, that during the Initial Term the amount of such annual adjustments as a percentage of all then-current recurring fees shall not exceed the greater of (i) five percent (5%) or (ii) the percentage increase in the Consumer Price Index for All Urban Consumers published by the Bureau of Labor Statistics for the prior twelve months); and (b) as otherwise required or permitted by this Agreement, including these Service Terms, or by applicable laws, regulations, tariffs, government orders or directives. Notwithstanding the limitations in the preceding sentence or elsewhere in the Agreement or these Service Terms, SONIFI can pass through any applicable changes in third-party fees, prices, or charges.

1.2 Existing STV Equipment. Care Facility acknowledges and agrees that all STV Programming will be distributed, retransmitted, exhibited, displayed and performed in authorized areas of the Premises using existing STV Programming Headend Equipment and In-Room Equipment owned or operated by Care Facility as of the Effective Date (the "**Existing STV Equipment**"). Care Facility further acknowledges and agrees SONIFI is not responsible or liable under this Agreement for the original installation of such Existing STV Equipment at the Premises. Care Facility shall purchase from SONIFI for the fees, charges and costs specified in the Products & Fee Schedule and/or in an addendum or amendment to the Agreement, the configuration, customization and activation services described (a) in these Service Terms, (b) in the SOW available at www.sonifihealth.com/legal and incorporated in this Agreement by reference, and (c) in any additional exhibits, amendments, schedules, appendices or addenda attached to and incorporated in the Agreement. SONIFI reserves the right to deliver certain STV Programming and/or Licensed Software to the Premises from cloud-based resources instead of the Existing STV Equipment. Care Facility shall perform all of its obligations under the Agreement, including but not limited to completing all necessary paperwork, in a timely manner. Care Facility is solely responsible for any delay it, its employees or its contractors cause to the configuration, customization, activation and set-up of the Existing STV Equipment and the STV Programming at the Premises, and Care Facility shall pay all reasonable costs and fees incurred or charged by SONIFI as a result of any such delay, including without limitation all applicable fees and charges set forth on SONIFI's then-current Rate Card, available upon request to SONIFI. Notwithstanding anything to the contrary in the Agreement, including these Service Terms, SONIFI is not be liable to Care Facility, the Premises or their respective owners, shareholders, members, directors, partners, officers, employees, contractors, agents, guests or invitees for any inability to perform caused by Care Facility, the Premises or their respective owners, shareholders, members, directors, partners, officers, employees, contractors, or agents.

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1.3 Pre-Existing SONIFI Equipment at the Premises. If before the Effective Date there is equipment owned by SONIFI installed or otherwise located at the Premises, then as of the Effective Date, all right, title and interest in and to such pre-existing equipment is hereby assigned and transferred to Care Facility; provided, however, that (a) such assignment and transfer shall not include any software, technology and Intellectual Property Rights owned or licensed by SONIFI or third parties installed on, embedded into, incorporated within or used in connection with the pre-existing equipment, and (b) use of any and all such software and technology is subject to the terms of the Agreement, including these Service Terms, and all applicable software licenses and technology licenses.

1.4 Site Evaluation and Modification. In order to complete the configuration, set-up, customization and activation of the Existing STV Equipment and the STV Programming, the Premises must conform to SONIFI site requirements and Care Facility must cooperate in the necessary site evaluation, installation planning and site preparation, as such requirements are set forth and described (a) in the SOW available at www.sonifihealth.com/legal, and (b) in the Required Premises Information Form attached to the Agreement. The SOW and the Required Premises Information Form are incorporated in the Agreement by reference. Care Facility acknowledges that SONIFI relies upon Care Facility-provided information, as described or requested in all exhibits, appendices, schedules, amendments, forms and addenda attached to or incorporated in the Agreement (including, without limitation, information regarding televisions, set-top boxes and set-back devices), as well as SONIFI'S technical evaluation of the Premises and the Premises' master television antenna, cabling and amplifiers (collectively, the "**MATV System**") and related communications network systems and components, including but not limited to Internet Protocol ("**IP**")-based network infrastructure, Ethernet switches, IP equipment, core distribution network, Internet infrastructure and in-patient room equipment (collectively, the "**Premises Network Infrastructure**" and, together with the MATV System, the "**CNS**"), to accurately determine the scope and price of any site upgrade work necessary (a) for interconnection and interoperability between the Existing STV Equipment and the CNS and (b) to enable the receipt, distribution, retransmission, display, exhibition and performance of STV Programming in authorized areas of the Premises. SONIFI is not responsible for inaccurate or incomplete information supplied by Care Facility, and Care Facility acknowledges and agrees that, if it furnishes inaccurate or incomplete information to SONIFI, STV Programming and/or Existing STV Equipment configuration, set-up, customization, and activation costs may increase. Care Facility is liable for all such cost increases.

1.4.1 Any modifications, upgrades or repairs to the Premises, the CNS or Care Facility-provided equipment (collectively, "**MATV Work**") necessary for the proper operation of the Existing STV Equipment and Licensed Software or for the interconnection and interoperability of the Existing STV Equipment and Care Facility's CNS shall be completed by Care Facility (or its designated contractor(s)) or by SONIFI, upon SONIFI's receipt of Care Facility's written approval, for the fees set forth in the Products & Fee Schedule in the Agreement or for the fees and charges set forth in a separate customer order or statement of work signed by SONIFI and Care Facility. All MATV Work performed by SONIFI will be described in and limited to the corresponding statement(s) of work set forth in the Agreement (including the SOW) or in a separate customer order signed by both Parties. Care Facility must provide SONIFI with at least thirty (30) days' advance written notice of any MATV Work to be performed by Care Facility or its contractor(s). All MATV Work undertaken by Care Facility, or its contractor(s) must comply with SONIFI's technical specifications and design requirements as described in the SOW and in SONIFI documentation that will be provided to Care Facility, upon request, on a confidential basis. Except as otherwise specifically provided herein, approved MATV Work undertaken by SONIFI will be at additional cost to the Care Facility. Any necessary or desired modifications, changes, updates, repairs, or upgrades to or replacement of televisions (including without limitation television mounting and firmware updates) is the sole responsibility of Care Facility. Care Facility acknowledges and agrees that SONIFI is not responsible or liable for any damages, losses, costs, or expenses Care Facility incurs as a result of MATV Work performed by Care Facility or its contractor(s). If Care Facility elects not to perform recommended or identified MATV Work, Care Facility acknowledges and agrees that SONIFI is not responsible or liable for any loss of or diminishment of (a) Existing STV Equipment features and functions or (b) STV Programming selected by Care Facility.

1.4.2 SONIFI may prepare certain drawings, plans or other documents during the course of conducting a site evaluation, configuring and activating Existing STV Equipment or performing MATV Work (collectively, "**Instruments of Service**"). To the extent that such Instruments of Service are prepared, SONIFI grants Care Facility a limited, revocable, non-exclusive, non-sublicensable, non-transferable, royalty-free license to use such Instruments of Service solely for the purpose of documenting information about the Premises relevant to the Existing STV Equipment and STV Programming. Instruments of Service are not intended for use by Care Facility for any other purpose and SONIFI explicitly disclaims sufficiency, fitness or suitability for any other purpose and assumes no obligation to maintain or update any Instruments of Service. **SONIFI DOES NOT GUARANTEE OR WARRANTY THE ACCURACY OR COMPLETENESS OF ANY INSTRUMENTS OF SERVICE.**

1.5 Care Facility Network, Integration and Connectivity. Care Facility acknowledges and agrees that Care Facility's access to and use of certain SONIFI or third-party products and services are contingent upon Care Facility (a) having and maintaining sufficient Internet connectivity and CNS connectivity, (b) providing necessary access to the Premises and CNS, (c) granting or procuring all necessary rights and licenses to back office systems, (d) granting SONIFI exclusive access to and use of (i) the channels and bandwidth at the Premises used to deliver STV Programming and (ii) the sub-frequency forward and return channel(s) identified on the Billing Commencement Form ("**CNS System Channels**"), and (e) dedicating adequate space upon and within the Premises for the placement of Existing STV Equipment and Replacement Equipment in accordance with the SOW, all at Care Facility's sole cost and expense. Care Facility is responsible for purchasing, installing, updating, upgrading, and maintaining the hardware and software for Care Facility's or a third-party's computer equipment, and for enabling the requisite system interface for use of any such contingent products and services at the Premises. Care Facility shall not add any In-Room Equipment (defined in the applicable SONIFI Equipment Maintenance Terms available at www.sonifihealth.com/legal) at the Premises except with SONIFI's prior written permission.

1.5.1 Premises Access and Licenses. Care Facility shall secure and maintain such licenses, permits and approvals required by governmental and regulatory authorities having jurisdiction over the installation, set-up, activation, operation, and removal of on-Premises STV Equipment. Care Facility shall consult with SONIFI before undertaking any project, on its own behalf or by granting of rights to a third-party, that may interfere with the operation or functionality of the STV Equipment or limit SONIFI's access to the on-Premises STV Equipment.

1.6 Existing STV Equipment Configuration. SONIFI will set-up and configure the Existing STV Equipment so that it is technically capable of transmitting the STV Programming to which Care Facility has subscribed to authorized areas of the Premises. SONIFI's set-up and configuration of Existing STV Equipment may be performed remotely using the Connectivity (defined in the SOW) or other available telecommunications or Internet services. If an on-site visit to the Premises is needed to set-up and configure Care Facility's Existing STV Equipment, including without limitation updating or modifying Care Facility's STV Programming channel line-up, all such work will be performed by SONIFI personnel for the fees and charges set forth on SONIFI's most current Rate Card, available upon request to SONIFI, plus (a) all costs for parts and components, (b) all travel, lodging and meal expenses, parking expenses and tolls and (c) all applicable taxes, surcharges, shipping, handling and freight. At the successful conclusion of Existing STV Equipment set-up and configuration, Care Facility shall sign SONIFI's standard "Billing Commencement Form".

1.7 CNS Changes. Any modifications, additions or upgrades to Existing STV Equipment that are required due to a change in the CNS at the Premises, or the availability of the CNS System Channels, shall be made by SONIFI personnel for the fees and charges set forth on SONIFI's then current Rate Card, available upon request to SONIFI, plus (a) all costs for parts and components, (b) all travel, lodging and meal expenses, parking expenses and tolls and (c) all applicable taxes, surcharges, shipping, handling and freight. Care Facility is solely responsible for maintaining internal and external Internet connectivity, CNS System Channels, bandwidth and throughput at the Premises that is sufficient to enable the proper functioning of Existing STV Equipment and STV Programming, and if Care Facility adds products or services (whether delivered by SONIFI or a third-party) that require additional Internet connectivity, CNS System Channels, bandwidth or throughput, Care Facility will acquire such additional Internet connectivity, CNS System Channels, bandwidth or throughput at its own expense as advised by SONIFI.

1.8 Software.

1.8.1 Licensed Software. SONIFI does not sell and non-exclusively licenses to Care Facility the limited right to use the "**Licensed Software**" in accordance with the Satellite Television Non-Exclusive Software License Terms which are available upon request to SONIFI or at www.sonifihealth.com/legal (the "**Licensed Software Terms**"). Licensed Software can reside on the Headend Equipment and In-Room Equipment, or it can be served from cloud-based remote resources, at SONIFI's sole discretion. The Licensed Software Terms are incorporated in the Agreement, including these Service Terms, by reference. Care Facility acknowledges and agrees that it is only obtaining a limited license right to the Licensed Software and that no ownership rights are being conveyed to Care Facility, expressly or implicitly, under this Agreement. In addition to the Licensed Software Terms, Care Facility's use of all third party-owned or third party-licensed operating, application, digital rights management, encryption and/or other software and technology installed on, embedded into, incorporated within or used in connection with the Headend Equipment, In-Room Equipment and STV Programming is subject to the terms of the non-exclusive third-party license agreement(s) for such software and/or technology, which agreement(s) are available directly from the third party, upon request, or accessible on the third party's website. Upon expiration or termination of the Agreement

for any reason, or expiration or termination of any licenses granted hereunder, Care Facility's limited license to use the Licensed Software under the Agreement terminates immediately, unless otherwise expressly permitted by a license agreement.

1.8.2 Licensed Software Updates. Care Facility agrees to permit SONIFI and its licensors to update, upgrade, bug fix, error correct and patch Licensed Software on a regular basis, or as otherwise needed, with or without notice.

1.9 Pro:Idiom™ Source Function Devices. Care Facility acknowledges and agrees that if the Existing STV Equipment and Replacement STV Equipment (if applicable) Care Facility uses to provide STV Programming at the Premises includes hardware and software which enables Pro:Idiom Source Function Devices, it is bound by all the obligations and other terms contained in the Zenith User Terms for Pro:Idiom Source Function Devices available at www.sonifihealth.com/legal (the "**Pro:Idiom Terms**"), which Pro:Idiom Terms are hereby incorporated by reference in the Agreement. Care Facility understands that a violation of any of the terms, conditions, limitations or restrictions contained in the Pro:Idiom Terms is a material breach of the Agreement, including without limitation these Service Terms. In the event of such a material breach, SONIFI (a) may immediately terminate Care Facility's Agreement without liability of any kind or amount by providing written notice to the Care Facility and (b) may invoke any other rights and remedies available under the Agreement and at law or in equity. This Subsection 1.9 survives the termination or expiration of the Agreement.

1.10 Indemnification.

1.10.1 General Indemnification. Excluding Infringement Claims, which are defined and addressed in Paragraph 1 . 1 0 . 2 , and subject to Subsection 1.13, each Party (the "**Indemnifying Party**") shall indemnify, defend and hold harmless the other Party and its subsidiaries and affiliates and each such entity's officers, owners, directors, shareholders, members, managers, partners, employees, contractors (excluding if Care Facility is the Indemnifying Party, SONIFI and its contractors, or if SONIFI is the Indemnifying Party, Care Facility and its contractors), agents, representatives, permitted successors and permitted assigns (collectively, as to each Party, the "**Indemnified Parties**" and, individually, an "**Indemnified Party**"), from and against: (a) any and all suits, proceedings, investigations and causes of action brought or asserted against an Indemnified Party by a third-party other than an Indemnified Party, including for purposes of this Subsection 1.10, a governmental authority (individually, a "**Claim**" and, collectively, "**Claims**"), to the extent arising out of, relating to or caused by (i) any breach of this Agreement by the Indemnifying Party (including a breach of any representation and warranty) and/or (ii) the Indemnifying Party's willful, reckless or grossly negligent act or omission under this Agreement, or such willful, reckless or grossly negligent acts or omissions by the Indemnifying Party's officers, employees, contractors (excluding if Care Facility is the Indemnifying Party, SONIFI and its contractors, or if SONIFI is the Indemnifying Party, Care Facility and its contractors) or agents; and (b) any and all Indemnifiable Losses (defined below), if permitted under Paragraph 1.10.4 and Paragraph 1.10.5.

1.10.2 Indemnification for Intellectual Property Infringement. Subject to Subsection 1.13, each Party agrees to indemnify, defend, and hold harmless the other Party and its Indemnified Parties from and against (a) all Claims brought or asserted against an Indemnified Party by a third-party that is not a Party's Indemnified Party and (b) all Indemnifiable Losses suffered or incurred by an Indemnified Party as the result of such third-party Claim, to the extent arising out of, relating to or caused by infringement or misappropriation of a third-party's Intellectual Property Rights in or to any of the following: (i) if Care Facility is the Indemnifying Party, Care Facility's use, exhibition, display or distribution of STV Programming or Licensed Software in or at the Premises in violation of the Agreement (including these Service Terms) or any license or sublicense granted by a third party; or (ii) if SONIFI is the Indemnifying Party, the STV Programming transmitted to Care Facility by SONIFI or its licensors at the Premises or Licensed Software (excluding Third-Party Code) installed on or embedded in Replacement STV Equipment, in each case, when used by Care Facility as expressly permitted by this Agreement (each an "**Infringement Claim**"). If in the Indemnifying Party's opinion any of the foregoing content, software, or services listed in this Paragraph 1.10.2 is likely to become the subject of an Infringement Claim, then without limitation to any of the Indemnifying Party's obligations under this Paragraph 1.10.2, or to any other remedy available to the Indemnified Parties under the Agreement or at law or in equity, the Indemnified Parties shall permit the Indemnifying Party, at the Indemnifying Party's sole option and expense: (A) to procure for the Indemnified Parties the right to continue to use the affected content, software or service on terms no less favorable to the Indemnified Parties than those set forth in this Agreement; or (B) to replace or modify the affected content, software or service to become non-infringing with no material loss of function to the Indemnified Parties, and also reimburse the Indemnified Parties for all costs and expenses they actually incurred in connection with such conversion to the replacement or modification. The Indemnifiable Losses paid to the Indemnified Parties or a third-party by the Indemnifying Party or its insurer(s) under this Paragraph 1.10.2, if any, shall be reduced by any amount that

Indemnified Parties receive from a joint infringer or joint defendant (other than the Indemnifying Party).

1.10.3 Exclusions. Care Facility acknowledges and agrees that the indemnification obligations under Paragraph 1.10.1 and Paragraph 1.10.2 of these Service Terms do not require SONIFI to indemnify, defend or hold harmless Care Facility or any Indemnified Parties for any act or omission of any SONIFI shareholder, director, officer, employee, contractor or agent that occurs when such person's presence or stay at the Premises is not related to, connected with, or arising out of, the performance of any duties under the Agreement, including these Service Terms. In addition, any Indemnifying Party will be excused from its obligations under Paragraph 1.10.2 with regard to an Infringement Claim or portion thereof to the extent such Infringement Claim or portion thereof arises out of or in connection with (a) the Indemnified Party's breach of any licenses granted to it to the STV Programming or Licensed Software that is the subject of the Infringement Claim, (b) any modification or misuse of the affected Licensed Software or STV Programming not expressly authorized by the Indemnifying Party or expressly permitted under the Agreement, including these Service Terms, or (c) any combination of the affected Licensed Software or STV Programming with other content, products, documentation, services or software not expressly authorized by the Indemnifying Party or expressly permitted under the Agreement, including these Service Terms. SONIFI's indemnification obligations under Paragraph 1.10.2 do not apply to Third-Party Code or to Licensed Software installed on, embedded in or used in connection with Existing STV Equipment.

1.10.4 Indemnification Procedures. The Indemnified Party or Indemnified Parties shall notify the Indemnifying Party of a Claim (including an Infringement Claim) or Indemnifiable Loss for which it is seeking indemnification in writing as soon as practicable, together with such further information as is necessary for the Indemnifying Party to evaluate the Claim (including an Infringement Claim) or Indemnifiable Loss to the extent that the Indemnified Party or Indemnified Parties are in possession or have knowledge of such information; *provided* that any delay in giving such notice shall not preclude the Indemnified Party or Indemnified Parties from seeking indemnification for an indemnified Claim (including an Infringement Claim) or an Indemnifiable Loss if: (a) such delay has not materially prejudiced the Indemnifying Party's ability to defend the Claim (including an Infringement Claim); and (b) such delay does not materially affect the amount of any Indemnifiable Losses awarded by a court or paid in settlement of the Claim (including an Infringement Claim). The Indemnifying Party shall control the defense of any Claim (including an Infringement Claim) qualifying for indemnification with counsel of its own choosing and shall regularly consult with the Indemnified Parties and their counsel (and the affected person or entity and its counsel) regarding such defense. However, the Indemnified Parties may participate in such defense through counsel of their own choosing at the Indemnified Parties' expense. The Indemnified Parties shall cooperate with the Indemnifying Party in the defense of any Claim (including an Infringement Claim) qualifying for indemnification, and shall furnish such records, information and testimony and attend such conferences, discovery proceedings, hearings, trials and appeals as may be reasonably requested in connection therewith, all at the Indemnifying Party's expense. Upon the Indemnifying Party's assumption of the defense of an indemnified Claim (including an Infringement Claim) with counsel of its choosing, the Indemnifying Party will not be liable for the Litigation Expenses of the Indemnified Parties; *provided, however,* the Indemnifying Party shall pay any Litigation Expenses actually incurred and paid by an Indemnified Party prior to the Indemnifying Party's assumption of the defense of an indemnified Claim (including an Infringement Claim). In no event shall the Indemnifying Party consent to entry of judgment or enter into any settlement agreement without the Indemnified Parties' prior written consent, which consent shall not be unreasonably withheld, conditioned, or delayed. The Parties acknowledge that if either Party agrees to pay a third party any fees or amounts pursuant to a contract and such contract is not the result of a settlement made pursuant to this Paragraph 1.10.4, then the Indemnifying Party is not obligated to indemnify the Indemnified Party or Indemnified Parties, as applicable, for such fees or amounts.

1.10.5 Definitions. In these Service Terms, the following definitions apply:

1.10.5.1. "**Loss**" or "**Losses**" means any amount awarded in, or paid in settlement of, any Claim or Infringement Claim, including interest, but excluding Litigation Expenses (defined below);

1.10.5.2 "**Litigation Expense**" or "**Litigation Expenses**" means any reasonable out-of-pocket expense actually incurred in defending a Claim or Infringement Claim or in any related investigation or negotiation, including without limitation attorneys' fees, court costs, expert witness fees and other professionals' fees; and "**Indemnifiable Loss**" or

1 0 . 5 . 3 "**Indemnifiable Losses**" means the aggregate of Losses and Litigation Expenses.

1.10.6 Survival. This Subsection 1.10 survives termination or expiration of the Agreement.

1.11 Termination, Transfer of Premises Ownership and Assumption of Agreement.

1.11.1 Transfer/Assumption. If Care Facility intends to transfer ownership of the Premises, to assign or novate the Agreement, or to delegate or any of its obligations under the Agreement, Care Facility shall provide SONIFI with at least thirty (30) days' written notice in advance of the date such transaction(s) will be completed. If the transferee, assignee, novatee, or delegatee (a) assumes all of Care Facility's obligations under the Agreement pursuant to an assumption agreement acceptable to SONIFI and (b) meets SONIFI's customary credit standards, Care Facility shall have no further obligations hereunder after the effective date of such transfer, assignment, novation, or delegation. Care Facility acknowledges and agrees that the assumption of the Agreement by any transferee, assignee, novatee or delegatee does not assign, transfer, or otherwise affect any rights or obligations of Care Facility under its agreements with an Approved Third-Party Financing Care Facility or any other third party.

1.11.2 Effect of Termination. SONIFI is not responsible or in any way liable for any deinstallation, relocation, removal, disposal or use of Existing STV Equipment or any Replacement STV Equipment after the expiration or termination of the Agreement and Care Facility, in accordance with Subsection 1.10, hereby indemnifies, defends and holds harmless SONIFI and its Indemnified Parties from and against any and all Indemnifiable Losses arising out of or in connection with any Claim or any Infringement Claim relating to or arising from Care Facility's or its employees', contractors' or agents' deinstallation, relocation, removal, disposal or use of Existing STV Equipment or Replacement STV Equipment after the expiration or termination of the Agreement. This Paragraph 1.11.2 survives termination or expiration of the Agreement.

1.11.3 Termination for Cause. If any contract default is not remedied within thirty (30) days (or ten (10) days in the case of non-payment or immediately in the case of a violation of the Pro:Idiom Terms) following receipt of notice thereof, the non-defaulting Party may terminate the Agreement upon written notice to the defaulting Party. The non-defaulting Party shall be entitled to recover from the defaulting Party its reasonable attorneys' fees and costs, including collection agency fees and court costs. If Care Facility is the defaulting Party, and SONIFI elects to terminate the Agreement during the Initial Term, SONIFI is entitled to the early termination fees as specified in these Service Terms. The Parties agree that (i) contractual damages incurred by SONIFI are not readily identifiable and that the formula(s) and calculation of early termination fees described in these Service Terms are reasonable considering the totality of the Agreement, and (ii) payment of early termination fee shall be considered liquidated damages. Notwithstanding any payment of early termination fees to SONIFI, Care Facility is solely responsible for the complete repayment of any and all subsidies and incentives remaining upon the termination of the Agreement to the extent and in the amount specified in the Agreement, in any additional programming or content agreement entered into by the Parties, or in any agreement between the Care Facility and a third party. Any such repayment of subsidies, rebates, credits and/or incentives is in addition to any early termination fees Care Facility owes to SONIFI pursuant to Subsection 2.3 of these Service Terms.

1.12 Limited Warranties. With respect to hardware, components, parts, and products provided or sold by SONIFI and installed by SONIFI personnel which are not expressly covered by a specific SONIFI limited warranty set forth in the Agreement, including these Service Terms and the SONIFI Equipment Maintenance Terms, SONIFI warrants to Care Facility that such hardware, components, parts, and products will be free from defects in materials and workmanship for a period of ninety (90) calendar days from the date of installation. With respect to installation labor and professional services performed by SONIFI personnel pursuant to the Agreement which are not expressly covered by a specific SONIFI limited warranty set forth in the Agreement, including these Service Terms and the or in the SONIFI Equipment Maintenance Terms, SONIFI warrants that such installation labor and/or professional services will be free from defects in workmanship for a period of ninety (90) calendar days from the date of performance. **THIRD-PARTY SOFTWARE OR FIRMWARE SOLD, LICENSED OR FURNISHED BY SONIFI (EXCLUDING ANY LICENSED SOFTWARE INSTALLED ON REPLACEMENT STV EQUIPMENT THAT IS AUTHORED OR PUBLISHED BY SONIFI) IS PROVIDED "AS IS" EXCEPT FOR ANY WARRANTY DIRECTLY PROVIDED TO CARE FACILITY BY A THIRD-PARTY SOFTWARE AUTHOR, DEVELOPER OR PUBLISHER. IN NO EVENT SHALL SONIFI HAVE ANY EXPRESS, STATUTORY, OR IMPLIED WARRANTY OBLIGATIONS OF ANY KIND FOR OR RELATED TO THIRD-PARTY CODE, THIRD-PARTY SOFTWARE OR THIRD-PARTY INTELLECTUAL PROPERTY (EXCEPT, IN EITHER CASE, AS OTHERWISE SPECIFIED IN THE AGREEMENT), AND CARE FACILITY SHALL LOOK SOLELY TO A THIRD-PARTY SOFTWARE AUTHOR, DEVELOPER OR PUBLISHER FOR ANY WARRANTY COVERAGE, REMEDY, CAUSE OF ACTION OR CLAIM APPLICABLE WITH RESPECT THERETO, UNLESS OTHERWISE EXPRESSLY STATED IN THE AGREEMENT.** SONIFI does not warrant that the Licensed Software,

the Existing STV Equipment, any Replacement STV Equipment or any part or component thereof, will meet Care Facility's requirements or that the Existing STV Equipment, any Replacement STV Equipment and Licensed Software will operate in an error-free or uninterrupted manner. The limited warranties set forth herein do not apply to: (a) damage, loss or diminishment of features or functions, or inability to perform as a result of accident, misuse, abuse or neglect; (b) damage, loss or diminishment of features or functions, or inability to perform resulting from Care Facility's failure to comply with its responsibilities set forth in the SOW, or later-provided instructions; (c) modifications to Existing STV Equipment, Replacement STV Equipment or Licensed Software if not performed by or authorized by SONIFI; and (d) any other damage or failures to perform resulting from causes other than Replacement STV Equipment defects. **EXCEPT FOR THE EXPRESS LIMITED WARRANTIES CONTAINED IN THIS SUBSECTION 1.12 OR ELSEWHERE IN THE AGREEMENT, INCLUDING THESE SERVICE TERMS AND THE SONIFI EQUIPMENT MAINTENANCE TERMS, SONIFI DISCLAIMS ALL WARRANTIES, EXPRESS, STATUTORY OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED OR STATUTORY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, DATA SECURITY, DATA ACCURACY AND NON-INFRINGEMENT WITH REGARD TO THE PROVISION OF OR FAILURE TO PROVIDE OR MAKE AVAILABLE STV PROGRAMMING, LICENSED SOFTWARE, DOCUMENTATION AND THE EXISTING STV EQUIPMENT AND ANY REPLACEMENT STV EQUIREMENT SET FORTH IN THE AGREEMENT.** Care Facility's sole and exclusive remedy in the event of a non-conformity in the express limited warranties contained in this Subsection 1.12 is that SONIFI, in its sole discretion, will repair or replace the hardware, components, parts and products covered by the express warranty with new or refurbished hardware, components, parts and products and/or re-perform any required professional or installation service(s) to make them substantially conform with such limited warranty or, in the alternative, substitute a comparable part or component for the defective part or component to which the nonconformity is attributable. The disclaimers, restrictions and limitations in this Subsection 1.12 survive termination or expiration of the Agreement.

1.13 Limitation of Liability. **EXCEPT WITH RESPECT TO CARE FACILITY'S PAYMENT OF EARLY TERMINATION FEES, A PARTY'S BREACH OF SUBSECTION 1.18 (CONFIDENTIALITY), INFRINGEMENT BY A PARTY OF THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS, A PARTY'S INDEMNIFICATION OBLIGATIONS, OR A PARTY'S WILLFUL MISCONDUCT OR FRAUD, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAWS: (A) IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES OR LOSSES, INCLUDING WITHOUT LIMITATION LOST PROFITS, LOST REVENUES, LOST DATA, LOSS OF GOODWILL, AND LOSS OF ANTICIPATED SAVINGS, WHETHER FORESEEABLE OR NOT AND REGARDLESS OF THE FORM, LEGAL THEORY OR BASIS OF RECOVERY OF ANY SUCH DAMAGES OR LOSSES; AND (B) EACH PARTY'S ENTIRE LIABILITY TO THE OTHER PARTY FOR ANY CLAIM, DEMAND, SUIT, INVESTIGATION, PROCEEDING OR CAUSE OF ACTION RELATED TO OR ARISING OUT OF THE AGREEMENT SHALL NOT EXCEED THE AMOUNTS ACTUALLY PAID TO SONIFI BY CARE FACILITY FOR STV PROGRAMMING DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT OR CIRCUMSTANCE GIVING RISE TO A CLAIM, DEMAND, SUIT, INVESTIGATION, PROCEEDING OR CAUSE OF ACTION (THE "LIABILITY CAP"). FOR ALL CLAIMS, SUITS, PROCEEDINGS, INVESTIGATIONS, CAUSES OF ACTION, DAMAGES, LOSSES, AND INDEMNIFICATION OBLIGATIONS EXCLUDED FROM THE LIABILITY CAP IN THIS SUBSECTION 1.13, EACH PARTY'S ENTIRE AGGREGATE LIABILITY TO THE OTHER PARTY AND ITS INDEMNIFIED PARTIES, AFFILIATES AND SUBSIDIARIES SHALL NOT EXCEED USD $250,000.00. CARE FACILITY WAIVES ANY AND ALL CLAIMS AGAINST SONIFI FOR ANY LOSS OR DAMAGE TO ANY OF ITS PROPERTY, REAL AND PERSONAL, LOCATED AT THE PREMISES, EXCEPT DAMAGES OR LOSSES CAUSED BY THE WILLFUL MISCONDUCT OR GROSS NEGLIGENCE OF SONIFI'S EMPLOYEES OR CONTRACTORS.** This Subsection 1.13 survives termination or expiration of the Agreement, including these Service Terms.

1.14 Notices. All notices shall be given in writing at the addresses or using other contact information set forth on the signature page of the Agreement and shall be deemed given (a) when deposited in the mail with postage prepaid, certified or registered mail, with return receipt requested, (b) when delivered to a reputable national overnight delivery or courier service, or (c) by e-mail, provided that a hard copy is sent as described in clause (a) or (b) within 24-hours of the e-mail transmission. SONIFI may send and Care Facility consents to receive communications or data regarding the STV Programming, Licensed Software or STV Equipment that are the subject matter of the Agreement, including but not limited to (i) notices about Care Facility's use of the STV Equipment, Licensed Software or STV Programming, (ii) Updates or upgrades, and (iii) promotional information and materials regarding SONIFI's products and services, in each case, via e-mail.

1.15 Complete Agreement. The Agreement, including these Service Terms and all addenda, appendices, schedules, forms, exhibits and other documents attached to or incorporated in the Agreement, is the complete understanding of the Parties and no other statements, representations, discussions, or communications, whether oral or written, with respect to the subject matter contained in the Agreement shall be binding upon the Parties. The Agreement and all rights, remedies, covenants, and obligations thereunder cannot be modified, waived, or amended except in a written instrument signed by both Parties. No handwritten or other changes, additions, or deletions made by a Party on any pages of the Agreement are valid or binding without the express written consent of the other Party. If any part of the Agreement is found to be invalid or unenforceable, such invalidity or unenforceability shall not affect the remainder of the Agreement. The Parties will negotiate in good faith to replace an invalid or unenforceable provision to accomplish the original intent and economic agreement of the Parties.

1.16 Independent Contractor; No Third-Party Beneficiaries. Nothing contained in the Agreement shall be deemed to create a joint venture or partnership between the Parties and neither Party is authorized to act towards third parties in any manner that would indicate such a relationship. In performing their respective duties under the Agreement, each Party is operating as an independent contractor. Nothing in the Agreement, including these Service Terms, shall be deemed, or construed by the Parties or any third-party to create any rights, obligations, or interests in third parties.

1.17 Private Provision of Services. The STV Equipment, Licensed Software and STV Programming are privately offered and will be privately furnished on a non-common carrier basis. Neither Care Facility nor SONIFI regards any warranties, representations, covenants, offers or undertakings made by the other as being in the nature of offers of common carriage.

1.18 Confidential Information.

1.18.1 Definition. "**Confidential Information**" means all of a Party's tangible and intangible information that does not meet the exceptions set forth at the end of this Paragraph 1.18.1, including without limitation, (a) Care Facility's or SONIFI's trade secrets, business plans, business opportunities, customers, pricing, marketing plans, financial information, analyses, compilations, research, development, know-how, technology, designs, ideas, concepts, inventions, discoveries, methods, combinations, techniques, solutions, systems, specifications, software, code, communications protocols, algorithms, prototypes, devices or other intellectual property, or third-party confidential information disclosed through dealings or discussions between the Parties, including derivations, revisions and improvements thereto, (b) information Care Facility or SONIFI identifies from time to time as confidential, (c) information that should be treated as confidential under the circumstances surrounding its disclosure, and (d) the contents of the Agreement and any exhibits, addenda, amendments, schedules, appendices, forms, attachments or related agreements, which will be both Parties' Confidential Information. The Party disclosing Confidential Information is hereinafter referred to as the "**Disclosing Party**" and the Party receiving Confidential Information is hereinafter referred to as the "**Receiving Party**". Confidential Information does not include information which (i) is already in Receiving Party's possession (other than information provided by or on behalf of Disclosing Party), *provided* that such information is not subject to another confidentiality agreement with or other obligation of secrecy to Disclosing Party or another person or entity, or (ii) is independently developed or acquired by the Receiving Party without the use of or reference to the Disclosing Party's Confidential Information, or (iii) is or becomes generally available to the public other than as a result of an unauthorized disclosure by Receiving Party or its representatives, or (iv) becomes available to Receiving Party on a non-confidential basis from a source other than Disclosing Party or its representatives, *provided* that such source is not bound, to Receiving Party's knowledge, by a confidentiality agreement with or other obligation of secrecy to Disclosing Party or another person or entity.

1.18.2 Use and Maintenance of Confidential Information. Except as otherwise specifically authorized by any other provision of the Agreement, SONIFI and Care Facility each shall hold the other Party's Confidential Information in strict confidence and shall protect the other Party's Confidential Information from unauthorized disclosure and unauthorized use with at least the same level of care as it protects its own information of a like nature, but no less than reasonable care. Unless otherwise expressly permitted in the Agreement, the Receiving Party may disclose the Disclosing Party's Confidential Information only to the Receiving Party's officers, employees, advisors, contractors, subcontractors, agents and permitted assigns and permitted successors who have a need to know the Disclosing Party's Confidential Information in the course of fulfilling the Receiving Party's obligations under the Agreement and/or to the extent required for the Receiving Party to enforce its rights against the Disclosing Party, including filing a lawsuit or instituting arbitration or mediation. SONIFI and Care Facility shall each cause their respective officers, employees, advisors, contractors, subcontractors, agents, successors, assigns,

and affiliates to comply with the requirements of this Subsection 1.18. The Receiving Party is responsible for any breach of the requirements of this Subsection 1.18 by the Receiving Party's officers, employees, advisors, contractors, subcontractors, agents, successors, assigns, and affiliates. SONIFI and Care Facility may use the other Party's Confidential Information only to the extent required to fulfill their respective obligations under the Agreement, to enforce their respective rights under this Agreement and/or, to receive the full benefit of the licenses granted by the other Party herein and must not divulge or communicate any of the other Party's Confidential Information to any person or entity except as expressly permitted by this Subsection 1.18 or another provision of the Agreement. Unless otherwise expressly stated, no provision in the Agreement grants the Receiving Party any express or implied licenses or any express or implied proprietary rights in Confidential Information belonging to the Disclosing Party and each Party retains all right, title and interest in and to its Confidential Information, unless otherwise expressly stated in the Agreement. The Receiving Party shall not engage, directly or indirectly, in the disassembly, reverse engineering, decompilation, modification or translation of the Disclosing Party's Confidential Information, nor create any derivative works based on the Disclosing Party's Confidential Information, unless expressly permitted by the Agreement or by applicable law. Nothing in the Agreement shall in any manner prohibit or restrain either Party from the development of products or services, having products or services developed for it, and entering into joint ventures, alliances, or licensing arrangements with third parties that, without violation of the confidentiality obligations of the Agreement, compete with the products, services, technologies or systems of the other Party. Unless otherwise expressly stated in the Agreement, no representation or warranty as to the accuracy or completeness of Confidential Information is made or implied by the Disclosing Party, and the Disclosing Party shall have no liability relating to or resulting from the Receiving Party's use of the Disclosing Party's Confidential Information.

1.18.3 Notification. SONIFI or Care Facility, as applicable, shall immediately (or within such other timeframe prescribed in the Agreement or in applicable laws and regulations) notify the other if it discovers any unauthorized use or unauthorized disclosure of the other Party's Confidential Information. The discovering Party must then cooperate with the other Party to regain possession of the Confidential Information and prevent its further unauthorized use or dissemination.

1.18.4 Injunctive Relief. If SONIFI or Care Facility breaches the obligations established in this Subsection 1.18, then the breaching Party consents to the other Party seeking the remedies of specific performance and temporary, preliminary, or final injunctive relief, without proof of the non-breaching Party's actual damages and without posting a bond or other security, because remedies at law would be inadequate. Notwithstanding the foregoing, such remedies shall not be deemed to be the exclusive remedies for a breach of this Subsection 1.18 but shall be in addition to all other remedies available at law or in equity.

1.18.5 Return of Confidential Information. The Receiving Party agrees to promptly return to the Disclosing Party or destroy (and to cause its representatives to promptly return or destroy), at the Disclosing Party's option, all of the Disclosing Party's Confidential Information and related records containing Disclosing Party's Confidential Information and all copies of the Disclosing Party's Confidential Information on the earlier of expiration or termination of this Agreement; provided that the Receiving Party may retain copies of materials containing the Disclosing Party's Confidential Information to the extent required by applicable laws or applicable regulations or a Party's own recordkeeping and records retention policies and procedures so long as the Receiving Party continues to protect the Disclosing Party's Confidential Information in accordance with this Subsection 1.18.

1.18.6 Disclosure. Notwithstanding anything to the contrary contained in the Agreement, the Receiving Party may disclose the Disclosing Party's Confidential Information (a) if required by applicable laws, applicable regulations, applicable government or judicial orders or applicable government or judicial directives, including if a court of competent jurisdiction issues a subpoena or court order ordering such disclosure, in which event the Receiving Party shall notify the Disclosing Party as promptly as practicable (if permitted by applicable laws, applicable regulations, or judicial or governmental rules, orders or directives) in order to allow the Disclosing Party an opportunity to seek confidential treatment and the Receiving Party shall disclose the Disclosing Party's Confidential Information only to the extent necessary to comply with such law, regulation, subpoena or court order, or (b) in order to enforce its rights under the Agreement, including a litigation proceeding, but such disclosure must be subject to appropriate protections to prevent public disclosure of Disclosing Party's Confidential Information, if available.

1.18.7 Survival of Parties' Confidentiality Obligations. The obligations set forth in this Subsection 1.18 concerning Confidential Information survive the expiration or termination of the Agreement.

1.19 Force Majeure. Neither Party shall have any liability (except for payment obligations specified in the Agreement)

for the failure to perform or a delay in performing any of its obligations under the Agreement, including these Service Terms, if such failure or delay is the result of any legal restriction, labor dispute (excluding disputes involving the employees of the Party seeking the benefit of this Subsection 1.19), boycott, flood, fire, extreme weather or other natural calamity (including a partial or complete STV Programming outage caused by weather conditions), Act of God, act of terrorism, public emergency, disease epidemic or disease pandemic (in either case, as determined by the United States Centers for Disease Control and Prevention, or its successor, or the World Health Organization, or its successor), insurrection, riot, war, civil disturbance, national emergency, commercial unavailability of hardware, parts or components, the inability to secure raw materials, shipping or freight carriers or transportation facilities, supply chain disruptions, unavoidable mechanical failure not caused by the Party seeking the benefit of this Subsection 1.19, interruption in the supply of electrical power not caused by the Party seeking the benefit of this Subsection 1.19, telecommunications or Internet outage not caused by the Party seeking the benefit of this Subsection 1.19, damage to or destruction of satellites used to deliver STV Programming to the Premises, or any cause beyond the control of the Party relying on this Subsection 1.19 (each a "**Force Majeure Event**"). A Party whose performance is delayed or prevented because of a Force Majeure Event shall promptly notify the other Party. The affected Party's performance or deadline for compliance will be extended on a day-to-day basis for the period of time equal to that of the underlying Force Majeure Event.

1.20 Assignment or Transfer. SONIFI may transfer or novate the Agreement or assign its rights under the Agreement to any parent, subsidiary or affiliate, to any entity with or into which SONIFI merges or consolidates or to which SONIFI sells all or substantially all its assets.

1.21 Parties' Authority to Sign Agreement. Each Party represents and warrants to the other that it has the full right, power, and authority to enter into the Agreement and to perform all its obligations thereunder and hereunder. Each person signing the Agreement represents and warrants that he or she is fully authorized on behalf of the respective Party to sign the Agreement. With respect to Care Facility, if the Agreement is signed by or on behalf of any entity other than the owner of the Premises (*e.g.*, a management Care Facility), such entity represents and warrants that it is the duly authorized agent for such owner and has the requisite capacity as agent to bind such owner.

1.22 Applicability. This Section 1 applies in its entirety to the Agreement and to all Existing STV Equipment, all Replacement STV Equipment, all Licensed Software, all Documentation and all STV Programming purchased, licensed, or subscribed to by Care Facility pursuant to the Agreement.

Section 2. Satellite Television Programming.

2.1 Provision of STV Programming at the Premises.

2.1.1 SONIFI shall provide the STV Programming selected by Care Facility to the Premises as described herein and at such cost and for such fees as are set forth in the Agreement's Products & Fee Schedule, in the Satellite Television Programming Appendix and in any additional STV Programming agreements, amendments or addenda entered into by and between the Parties. SONIFI hereby grants Care Facility a non-exclusive, limited, non-sublicensable, non-transferable (except as expressly permitted in the Agreement), revocable license to receive, distribute, perform and exhibit the STV Programming to which it subscribes at the Premises and for which it pays the fees specified in the Products & Fee Schedule in the Agreement. As between SONIFI and Care Facility, SONIFI reserves all Intellectual Property Rights in and to the STV Programming not expressly granted herein or in the Satellite Television Programming Appendix. SONIFI and its third-party suppliers and third-party licensors are the sole owners of and shall retain all right, title and interest in and to all Intellectual Property Rights in and relating to the STV Programming. Care Facility shall not remove, amend, obscure, or modify any notice of SONIFI's or any other entity's proprietary rights appearing on or through the STV Programming.

2.1.2 The limited license granted under the Agreement, including the Satellite Television Programming Appendix, is for patient rooms for rent or occupancy on a nightly basis located in the Premises and the STV Programming may not be displayed for Public Viewing in any public room or public area at the Premises, including, but not limited to, bars, lounges, restaurants, fitness centers, lobbies, common areas, hallways, employee areas, or any area where an admission fee is required; *provided* that (a) if the Products & Fee Schedule in the Agreement and the Satellite Television Programming Appendix expressly state that specific STV Programming is available for Business Viewing, then such STV Programming may be exhibited, displayed and performed in authorized public areas or semi-public areas of the Premises, and the limited license granted in Paragraph 2.1.1 shall also be for the authorized public areas and semi-public areas listed therein, and (b) certain

STV Programming may be required to be blacked-out or deleted by a programmer (*e.g.*, live sporting events).

2.1.3 The STV Programming is subject to applicable copyright agreements, copyright laws and other restrictions on the distribution, retransmission, exhibition, display and performed of copyrighted works included in and comprising STV Programming. While SONIFI is an authorized distributor of the STV Programming offered by SONIFI's third-party suppliers, SONIFI does not have responsibility for or any control over (a) the content of STV Programming, (b) the ownership of STV Programming, (c) the acquisition and maintenance of Intellectual Property Rights necessary to distribute, retransmit, exhibit, display or perform STV Programming in the Premises (including without limitation music performance licenses) related to STV Programming, other than the limited, non-exclusive, revocable license granted pursuant to Paragraphs 2.1.1 and 2.1.2 or (d) the payment of royalties and license fees to the individual owners and licensors of STV Programming. Public Viewing and Business Viewing generally will require separate music performance rights licenses and payment of associated license fees. Care Facility is responsible for obtaining and maintaining all licenses and for paying all license fees and royalties applicable to the STV Programming it exhibits at the Premises that are not included in this Agreement or Care Facility's agreement(s) with a third party, including DirecTV. If any of the STV Programming Care Facility has selected is no longer available, SONIFI will use commercially reasonable efforts (1) to provide Care Facility with at least thirty (30) days' prior written notice of the unavailability of the affected STV Programming and (ii) to furnish substitute STV Programming acceptable to Care Facility, if available, at comparable cost.

2.1.4 Monthly fees for STV Programming are subject to increase in accordance with price adjustments imposed by third-party providers of STV Programming. The then-current aggregate monthly fees for STV Programming may be increased by up to five percent (5%) without Care Facility approval. SONIFI will provide Care Facility with at least thirty (30) days' prior notice of any such increase, if feasible, based on when SONIFI is informed of the increase. In the event that such an increase in then-current aggregate monthly STV Programming fees exceeds five percent (5%), SONIFI shall provide Care Facility with notice no less than thirty (30) days prior to the effective date of the increase, if feasible depending on when SONIFI is informed of the increase, and upon written notice to SONIFI within thirty (30) days following receipt of SONIFI's notice, Care Facility may elect, in its reasonable discretion: (a) to continue to receive the affected STV Programming at the increased amount; (b) to decline to continue receiving the STV Programming that is subject to the price increase; or (c) to choose to receive substitute STV Programming, subject to availability and comparable cost. Care Facility acknowledges that a decision not to receive certain STV Programming or to substitute certain STV Programming in accordance with the foregoing may require Care Facility to return or repay programmer rebates, subsidies and incentives related to such STV Programming.

2.2 Premises Access for STV Programming. Care Facility shall secure and maintain such licenses, permits and approvals required by governmental and regulatory authorities having jurisdiction over the installation, set-up, activation, operation, and removal of on-Premises STV Equipment used to deliver STV Programming to and within the Premises, including any permits required for the exterior installation of a satellite dish and other signal reception devices. Such obligation of Care Facility to secure and grant to SONIFI the rights necessary to install, set-up, activate, service and maintain on-Premises STV Equipment used to deliver and distribute STV Programming shall include all rights, licenses, permissions, and variances necessary to install, use and access on-Premises STV Equipment on the rooftop of the Premises as SONIFI considers reasonably necessary. Care Facility shall consult with SONIFI before undertaking any project, on its own behalf or by granting of rights to a third-party, that may limit SONIFI's access to on-Premises STV Equipment utilized to deliver or distribute STV Programming at the Premises, including but not limited to roof repairs or the installation of other equipment on the rooftop of the Premises. No on-Premises STV Equipment installed by SONIFI on the rooftop of the Premises may be removed or moved during the Term without prior written notice to and the consent of SONIFI, such consent not to be unreasonably withheld.

2.3 Early Termination Fees. In the event Care Facility breaches the Agreement for any reason, and SONIFI elects to terminate the Agreement during the Initial Term, SONIFI shall be entitled to early termination fees equal to: (a) 100% of any Term discount Care Facility received through the effective date of Agreement termination and 100% of any SONIFI or third-party subsidy or incentive remaining as of the effective date of Agreement termination; and (b) 70% of the "Recurring Fees" specified (i) in the Products & Fee Schedule, (ii) in the Satellite Television Programming Appendix and (iii) in any schedule, addendum or amendment to the Agreement, in all cases, for each month remaining in the Initial Term.

Section 3. Definitions. For the purposes of the Agreement, including these Service Terms, the SONIFI Limited Warranty, the SOW, the Licensed Software Terms and the Satellite Television Programming Appendix, the words, terms and phrases, below, shall be given the following meanings:

3.1 "**STV Programming**" is the linear video programming content (such as broadcast television networks) that is displayed

on the Satellite Television channels available on televisions in patient rooms, public areas, and semi-public areas in the Premises, as applicable, and is provided and exhibited at no charge to Premises patients, employees, patrons, guests, or invitees. STV Programming requires the use of commercial-grade hardware that delivers STV Programming to individual patient rooms, public areas and/or semi-public areas, as applicable. Depending on hardware capabilities, various combinations of high definition digital or standard definition digital channels can be enabled at the Premises.

3.2 "**Public Viewing**" is the availability of STV Programming content for viewing by the general public on televisions in public areas of the Premises where the main source of revenue is from the sale of food and beverages for immediate consumption. Common applications are bars and restaurants. A separate contract is required for Public Viewing and, therefore, Public Viewing is not covered by the Agreement.

3.3 "**Business Viewing"** is the availability of STV Programming content for viewing by the general public on televisions in public and semi-public areas of the Premises where the main source of revenue is from the sale of goods, services, and experiences. Common applications are lobbies and exercise facilities. Depending on the number and locations of televisions intended for Business Viewing, a separate contract may be required for Business Viewing, in which case, Business Viewing is not covered by the Agreement.

3.4 "**Intellectual Property Right**" or "**Intellectual Property Rights**" means all common law, statutory and other intellectual property rights throughout the world, including, without limitation, patents, design rights, copyrights, moral rights, database rights, trademarks, trade secrets and rights in know-how.