



# Uniguest and its Affiliated Companies Standard Terms and Conditions

## Products and Services

**Version Effective March 7, 2024**

By executing an Order (defined below) to which these Standard Terms and Conditions (the “**Terms**”) are attached, or otherwise agreeing to be bound hereby (e.g., by accepting such Terms upon renewal), you (“**Customer**”) agree that these Terms govern your purchase (if applicable), receipt and use of the Products and Services (each as defined below) provided by U.S. Hospitality Publishers, Inc., a Tennessee corporation, doing business as Uniguest, Inc. or one of its affiliates as identified on the applicable Order (for purposes of these Terms, as applicable, “**Uniguest**”), and that these Terms together with Schedule A, the Supplemental Terms (defined below) and any applicable Order constitute a binding contract between you and Uniguest. Uniguest’s affiliated companies and brands include, as of the date of these Terms, and without limitation, ONELAN, Tripleplay, Touchtown, Janus Displays, UCView, Volara, Otrum, MediaStar, Bunch, pCare, Eversound, and Planet eStream.

### 1. Definitions

- a. “**Agreement**” means these Terms together with Schedule A, all Supplemental Terms and each Order.
- b. “**Documentation**” means the then current Product and Services documentation relating to the operation and use of the Products and Services published or otherwise provided or made available (for example, on a website or within the applicable Products and Services in the case of Hardware or Software). Documentation may be provided by Uniguest (in the case of Proprietary Products and Services) or the applicable Third Party Provider (in the case of Products and services that are not Proprietary). Documentation includes technical program or interface documentation, user manuals, operating instructions, and release notes.
- c. “**Effective Date**” means the effective date set forth in the Order, or if not specified, the date the Order was signed by Customer, or if not dated, the date Uniguest shipped or otherwise provided or made available the Products and Services to Customer. If there is no Order (e.g., where Customer has accepted these Terms in connection with a renewal), Customer’s first annual renewal date following the version effective date noted above, as reflected in Uniguest’s records, will be the Effective Date for purposes of this Agreement.

- d. **“Hardware”** means hardware, equipment, devices, accessories, and parts sold, leased, or otherwise provided by Uniguest to Customer, including firmware incorporated therein where applicable, together with all applicable Documentation.
- e. **“Initial Term”** means the initial term of the Agreement as set forth in the Order beginning as of the first day of the first full month following the Effective Date (or if the Effective Date is the 1st day of a month, such day). If no initial term is designated on the Order, the initial term will be one year from such date. If there is no Order (e.g., where Customer has accepted these Terms in connection with a renewal), Initial Term means the one-year period beginning on the Effective Date.
- f. **“IP Rights”** means any and all registered and unregistered rights granted, applied for, or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, database protection, or other intellectual property rights laws, and all similar or equivalent rights or forms of protection, in any part of the world.
- g. **“Maintenance Services”** means Product and System maintenance, enhancement, and technical support services that Uniguest has agreed to provide to Customer pursuant to the applicable Order.
- h. **“Malicious Code”** means viruses, worms, time bombs, Trojan horses and other harmful or malicious code, files, scripts, agents, or programs. Malicious Code does not include the ability of Uniguest to remotely access, monitor, update, suspend operation of or disable any System or Software.
- i. **“Order”** means an order form (Order Form), statement of work (SOW), or similar ordering document that (i) incorporates the terms of this Agreement and sets forth the Products and Services ordered by Customer and any associated fees and (ii) has been agreed to by manual or electronic signatures of both parties or agreed to through an electronic system specified by Uniguest. In the electronic system, Customer will be prompted to accept by clicking a button.
- j. **“Products”** means the Hardware and Software that Uniguest has agreed to provide to Customer pursuant to the applicable Order.
- k. **“Professional Services”** means training, consulting, engineering, or other professional services that Uniguest has agreed to provide to Customer pursuant to the applicable Order.
- l. **“Proprietary”** means, with respect to Products, those Products that were developed by or on behalf of and in accordance with specifications provided by Uniguest, and with respect to Services, those Services provided directly by or on behalf of Uniguest, as contrasted with Products and Services which Uniguest resells pursuant to agreements between Uniguest and the applicable Third Party Provider, which for the avoidance of doubt will not be considered Proprietary for purposes of this Agreement (and which are referred to herein as Third Party Materials).
- m. **“Recurring Service Fees”** means all annual, monthly, and other recurring service and support fees payable by Customer to Uniguest, together with any taxes accruing with respect thereto for which Customer is responsible, pursuant to the terms of the Agreement.
- n. **“Services”** means the Maintenance Services and Professional Services.

- o. **“Software”** means all computer software that is included in or delivered or made available to Customer as part of the Products and Services (whether in object or source code form), and includes software provided on a software-as-a-service basis, hosted or cloud basis, as well as any firmware and other software that may be installed locally on any Systems, Hardware or other Customer hardware or equipment. Software also includes all updates, modifications, design data, associated APIs, as well as scripts, toolkits, libraries, reference or sample code, and similar materials, together with all related Documentation.
- p. **“Supplemental Terms”** means those separate terms and conditions that apply to specific Products or Services, categories of Products or Services, or other specific cases (e.g., terms specific to the local jurisdiction where the Products or Services will be provided or used) as attached hereto, set forth or referenced in an Order, or otherwise agreed by the parties.
- q. **“System”** means, as the context may require, a combined Product provided by Uniguest, consisting of the combination of Hardware, Software, other Products and Services, and that are provided to Customer by Uniguest as an integrated offering. A System may, for example, consist of a single computer kiosk or digital sign installation together with all related Software and peripheral or ancillary Hardware.
- r. **“Third Party Materials”** means any Products and Services that are not Proprietary.
- s. **“Third Party Provider”** has the meaning given such term in Section 6.a.
- t. **“Uniguest IP”** means all IP Rights in or related to Products or Services that are Proprietary.

## 2. Products and Services

- a. **Delivery and Acceptance.** Uniguest shall use commercially reasonable efforts to deliver to Customer the applicable Products and Services as promptly as reasonably practicable after the Effective Date in accordance with the terms of this Agreement and any Supplemental Terms specified herein or in the applicable Order. Such Products and Services will be deemed accepted by the Customer upon shipping.
- b. **Maintenance Services.** Schedule A describes Uniguest’s policies and procedures with respect to Maintenance Services. Such policies and procedures are subject to change by Uniguest upon notice to Customer (which notice may be electronic, including by posting updated policies and procedures on its website). Uniguest reserves the right to assess a legacy fee in addition to its standard managed services fees on any Hardware more than 4 years old. If Customer fails to maintain an active subscription for Maintenance Services with respect to a System (or defaults in payment with respect thereto), Uniguest may suspend Maintenance Services for such System (including, without limitation, discontinuing updates to software and hardware fixes). Maintenance Services with respect to such System may not thereafter be resumed unless payment for the entire period where Maintenance Services had lapsed (at the rates set forth below) plus an additional one year subscription (at Uniguest’s then standard rates) is first made by Customer. The rate for any period where Maintenance Services has lapsed will be 125% of Uniguest’s standard rate for Maintenance Services at the time resumption of

Maintenance Services is requested, which rate will be applied to the entire period where Maintenance Services had lapsed with respect to the applicable System.

- c. **Statistical Data.** Uniguest may monitor Customer's use of the Products and Services to collect and process anonymous, statistical, and performance information in aggregate form ("Statistical Data"). Uniguest will have an unrestricted right to store, analyze, evaluate, and use the Statistical Data for its own internal business purposes, including improving the features, performance, and functionality of the Products and Services. Uniguest warrants and agrees that the Statistical Data shall not include any information which identifies or can be attributed to Customer or any personally identifiable information of any person.
- d. **Non-Exclusive.** All Products and Services are provided by Uniguest on a non-exclusive basis. Without limiting the foregoing, Uniguest is free to provide the same or similar Products and Services to any third party, including any competitors of Customer.
- e. **Feedback.** Uniguest shall have, and Customer hereby grants, a royalty-free, worldwide, transferable, sublicensable, irrevocable, perpetual right and license to use, modify and/or incorporate into the Products and Services (and any other products or services of Uniguest) any ideas, suggestions, enhancements, recommendations or other feedback provided by Customer.
- f. **No High-Risk Use.** Customer hereby acknowledges that the Products and Services are not designed or intended for access and/or use in or during high-risk activities including, but not limited to: medical procedures, emergency alerts, on-line control of aircraft, air traffic, aircraft navigation or aircraft communications; or the design, construction, operation or maintenance of any nuclear facility. Uniguest hereby expressly disclaims any express or implied representation or warranty of fitness for such purposes.
- g. **Compliance with Law.** Each party agrees to comply with all laws and regulations applicable to its respective performance of this Agreement, including, as applicable, laws respecting the privacy of individuals and their personal information, rights to intellectual property, and the export or import of goods or services.

### 3. Term and Termination

- a. **Initial Term and Renewal.** Unless terminated in accordance with Section 3.b below, the Agreement will continue in effect in accordance with the term set forth in the Order (or if the Order is silent as to the term or there is no Order, for an initial term of 36 Months), after which the Agreement will continue in effect and automatically renew annually upon the expiration of the initial term and each anniversary thereof until either party terminates this Agreement in accordance with Section 3.b below.
- b. **Termination.**
  - i. **Without Cause.** Customer may terminate the Agreement without cause effective upon the expiration of the then current term upon not less than sixty (60) days' prior notice as outlined in Section 3.b.iii below.
  - ii. **With Cause.** Either party may terminate this Agreement in the event of a material breach of this Agreement by the other party if such material breach remains

uncured thirty (30) days after the date of written notice thereof from the non-breaching party.

- iii. Termination by Customer. To be effective, all terminations by Customer (with or without cause) must be submitted pursuant to a Service Cancellation Request via this website: <https://uniguest.com/customer-cancellation/>. For the avoidance of doubt, the minimum prior notice periods set forth above still apply.
- c. **Effect of Termination.** Accrued payment obligations, in addition to any other amounts to be paid, reimbursed or otherwise retained by Uniguest pursuant to the Order, together with Sections 1, 2.c and .d, 3.c, 4.e and .f, 5, 6, 7, 8, 9 and any other provision of the Agreement that is expressly stated or is intended to survive to give full effect thereto will survive any termination or expiration of this Agreement. Termination or expiration of this Agreement for any reason shall not release either party from any liability which has already accrued as of the effective date of such termination or expiration, and shall not constitute a waiver or release of, or otherwise be deemed to prejudice or adversely affect, any remedies or claims, whether for damages or otherwise, which a party may have hereunder, at law, equity or otherwise or which may arise out of or in connection with such termination.

#### 4. Fees and Payment Terms

- a. **Fees.** Customer will pay the amounts set forth in the Order for the Products and Services (or if there is no Order, the amounts payable under Customer's prior agreement with Uniguest). One-time fees are billed immediately upon the Effective Date. Recurring Service Fees are billed on the Effective Date and when and as they come due in accordance with the terms of the Order, including at renewal of the Agreement, or if there is no Order, upon each anniversary of the Effective Date.
- b. **Recurring Services.** Uniguest may on each anniversary of the Effective Date following the Initial Term increase any Recurring Service Fees by an amount not to exceed five percent (5%), on a percentage increase basis. Uniguest will not be required to notify Customer of any increase described in this clause. Any such increase will be reflected on Customer's next recurring charge following the effective date of any such increase.
- c. **Third Party Materials.** Prices for Third Party Materials are subject to change without prior notice and are not subject to the foregoing percentage limit on increase as defined in Section 4.b.
- d. **Payment Terms.** If Customer has provided a designated form of payment (e.g., a deposit account pursuant to an ACH authorization or a credit or debit card), Uniguest will automatically draft or charge such form of payment for all amounts due under the Agreement, when and as such amounts come due (which are generally billed in advance of the term to which they relate). If Customer has not provided any such form of payment, Uniguest will invoice Customer for such amounts, and such amounts will be due within thirty (30) days of the date of each such invoice.
- e. **Late Fees and Remedies.** Amounts not paid when due in accordance with this Section 4 will be charged a late fee in the amount of the lesser of 2% per month or the maximum amount allowed by law on the unpaid balance. In the event an amount due hereunder is

not timely paid, Uniguest may at its option and without penalty hereunder discontinue providing and/or remotely disable any applicable Products and Services and/or Customer's access to any websites or Software to which Customer was provided access as part of the Products and Services. In the event an amount remains unpaid thirty (30) days from the due date, Uniguest will have the right to (i) remotely deactivate and lock any Hardware or Software and/or suspend access to any Software provided as a service to which the delinquent payment relates and/or (ii) enter onto Customer's premises during normal business hours and remove any Hardware and/or Software for which Customer has not paid in full, and Customer will in such event be obligated to reimburse Uniguest for its reasonable costs incurred in connection with such removal and bill Customer a reasonable fee for such removal. In such event Uniguest may sell any Hardware recovered from Customer. Any such sale will be conducted reasonably. To the extent the proceeds of any such sale, after deducting Uniguest's reasonable cost of recovering, holding and selling such Hardware, exceed the amounts owed by Customer to Uniguest hereunder, such excess will be paid to Customer promptly after conclusion of the sale. The foregoing is in addition to any other remedies available to Uniguest hereunder or at law or in equity. The provisions of this clause f. are not intended to grant Uniguest any greater rights in respect of the Hardware that is the subject of this clause f. than would be available to a secured party under Article 9 of the Uniform Commercial Code holding a perfected purchase money security interest in such Hardware (provided, for the avoidance of doubt, it shall not be a requirement of exercising any such rights that Uniguest shall have perfected a purchase money security interest in such Hardware in accordance with Article 9 of the Uniform Commercial Code).

- f. **Taxes.** Except for taxes accruing with respect to the net income of Uniguest, Customer will be responsible for any and all applicable sales, use, excise, or other taxes, whether federal, state or local, however designated, which are levied or imposed with respect to Customer's purchase of the Products and Services.
- g. **Shipping Fees and Taxes.** Customer is obligated to pay for all applicable shipping fees and taxes whether not set forth on the applicable Order.

## 5. Confidentiality

The parties expressly acknowledge that in the course of their performance, they may learn, view or have access to certain confidential and proprietary information of the other party ("Confidential Information"). Neither party shall (i) disclose, directly or indirectly to any third party, any portion of the Confidential Information without the prior written consent of the disclosing party, (ii) use or exploit the Confidential Information for any purpose other than as required in the performance of this Agreement, or (iii) fail to take appropriate action to protect the confidentiality of the Confidential Information received hereunder, utilizing at least the same standard of care it uses to protect its own Confidential Information, but in no event less than a reasonable standard of care. A party's Confidential Information shall not include information that (i) is or becomes a part of the public domain through no act or omission of the receiving party, (ii) was in the receiving party's lawful possession prior to the disclosure, or (iii) is lawfully disclosed to the receiving party by a third party without restriction on disclosure. If the receiving party is required to disclose Confidential Information of the other party to satisfy

any legal requirement, the receiving party may disclose the Confidential Information provided that the receiving party gives the disclosing party reasonable prior notice to contest such order (to the extent legally permitted to do so) and that the receiving party discloses only such portions of the Confidential Information as required by such legal requirement. This Section 5 will not be deemed to limit Uniguest's rights under Section 2.1 above.

## 6. DISCLAIMER OF WARRANTIES

- a. **Proprietary Hardware.** Uniguest warrants that all Proprietary Hardware will operate materially in accordance with any written specifications provided by Uniguest relating to such Proprietary Hardware for a period of 24 months from the date the Proprietary Hardware is shipped. Excluded from such warranty are Software issues, issues arising from the combination of the Proprietary Hardware with other materials or systems not provided or approved in writing by Uniguest, damage or loss to the Proprietary Hardware after risk of loss for such Proprietary Hardware has transferred to Customer, or modifications or repairs made to the Proprietary Hardware by any party not authorized by Uniguest. Customer's exclusive remedy for any breach of the foregoing Proprietary Hardware warranty will be limited to repair or replacement of the defective Proprietary Hardware (at Uniguest's sole option) or if Uniguest determines, in its sole discretion, that it is unable to repair or replace the defective Proprietary Hardware, Uniguest will issue Customer a refund of the original purchase price paid by Customer for the defective Proprietary Hardware amortized over the 2-year warranty term prorated as of the date Uniguest was first informed of the defect by Customer. Repair or replacement of any defective Proprietary Hardware will not be deemed to extend the 2-year warranty term. Any repaired or replaced Proprietary Hardware will be covered under the foregoing warranty for the duration of the warranty term applicable to the original Proprietary Hardware that was repaired or replaced.
- b. **Third Party Materials.** Customer understands and acknowledges that Uniguest is not the manufacturer, supplier, publisher or publisher (referred to herein as the "Third Party Provider") of any Third Party Materials offered under this Agreement, and to the extent it is providing any such Third Party Materials as part of the Products and Services, it is doing so only in a reseller capacity. As such, Uniguest will pass through to Customer, to the extent available and assignable, any such Third Party Provider's warranties associated with the Third Party Materials purchased from or through Uniguest, but Uniguest does not provide any additional warranties with respect to such Third Party Materials. Except for any such warranties that may be passed through by Uniguest from such Third Party Providers, all such Third Party Materials are provided on an "AS-IS, AS-AVAILABLE" basis without any representations or warranties of any kind by Uniguest, expressed or implied.
- c. **DISCLAIMER.** EXCEPT AS EXPRESSLY SET FORTH IN THESE TERMS, UNIGUEST EXPRESSLY DISCLAIMS AND EXCLUDES ALL REPRESENTATIONS AND WARRANTIES, EXPRESS, STATUTORY, IMPLIED, OR OTHERWISE, WHETHER WRITTEN OR ORAL, INCLUDING WITH RESPECT TO THE PRODUCTS AND SERVICES, AND HEREBY DISCLAIMS AND EXCLUDES ANY AND ALL OTHER REPRESENTATIONS AND

WARRANTIES, INCLUDING (BUT NOT LIMITED TO) ANY IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS OR SUITABILITY FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, TITLE, OR SATISFACTORY QUALITY, WHETHER ALLEGED TO ARISE BY LAW, BY REASON OF CUSTOM OR USAGE IN TRADE, OR THAT THE PRODUCTS AND SERVICES WILL BE ERROR FREE OR SECURE.

## 7. Limitation of Liability

In no event will Uniguest be liable under or in connection with this Agreement for lost profits or revenue, cost of substitute goods or services, or any special, consequential, reliance, incidental, exemplary, or punitive damages, however caused and under any theory of liability whether based in contract, tort (including negligence), or otherwise. The foregoing limitations shall apply regardless of whether Uniguest has been advised of the possibility of such damages and notwithstanding the failure of essential purpose of any limited remedy stated herein. Uniguest's liability arising out of or relating to any Order will not exceed the total amount of Recurring Service Fees received by Uniguest from Customer under the Order within the three (3) months preceding the assertion of any claim. Any Recurring Service Fees paid annually will be prorated over such three (3) month period and included for purposes of determining the aggregate limitation of liability for purposes of the foregoing sentence.

## 8. Indemnification

- a. **Indemnity.** Subject to Sections 7 and Section 8.b, each party agrees to indemnify, defend and hold the other party and its affiliates and each of their respective officers, directors, agents, employees, successors and assigns harmless from and against any and all third-party suits, claims, liabilities, judgments, expenses (including reasonable attorneys' fees and court costs), damages, losses or injuries arising from its (i) respective willful, reckless, or negligent act or omission; and (ii) breach of this Agreement. Subject to Sections 7 and Section 8.b, Uniguest agrees to indemnify, defend, and hold harmless Customer and Customer's affiliates and their respective officers, directors, agents, employees, successors and assigns from and against any third-party claim that the Products and Services infringe a copyright, trademark, United States patent, or misappropriate a trade secret of a third party, except to the extent any such claim arises from the combination of any such Products and Services with any hardware, software or other technology or material not provided by Uniguest or approved for use with the Products and Services by Uniguest in writing.
- b. **Exception for Third Party Materials.** The foregoing notwithstanding, Uniguest will not be required to provide indemnity for any Third Party Materials provided as part of the Products and Services in excess of any indemnity actually provided to Uniguest by the applicable Third Party Provider (provided Uniguest will take commercially reasonable efforts to pursue any such indemnity to the extent available under its agreements with such Third Party Provider).
- c. **Procedure.** A party seeking indemnification hereunder with respect to any claim will provide prompt written notice of such claim to the indemnifying party, permit the

indemnifying party to assume the defense and settlement of any such claim, and cooperate in the defense of any such claim. Notwithstanding the foregoing, no settlement that does not fully relieve the indemnified party of any liability with respect to such claim may be entered into without the written consent of the indemnified party, such consent not to be unreasonably conditioned, withheld or delayed.

## 9. Miscellaneous

- a. **Assignment.** This Agreement is assignable by Customer or Uniguest, and each agrees that the other would not enter into this Agreement without the absolute right to assign, provided, however, that any such assignee agrees in writing to be bound by the terms of this Agreement and provided that any assignment by Customer will not relieve Customer of its obligation to remit all amounts due hereunder in the event the Customer's assignee (or any subsequent assignee) defaults with respect to any such payment.
- b. **Publicity.** Customer agrees that Uniguest may include the name, logo, and a summary of the Products and Services provided by Uniguest to Customer on Uniguest's website, press releases, promotional and sales literature, and advertising materials.
- c. **Independent Contractor.** Uniguest is an independent contractor and nothing contained in this Agreement will be construed to create the relationship of employer/employee, principal and agent, partnership or joint venture, or any other fiduciary relationship.
- d. **Choice of Law & Venue.** This Agreement shall be governed by the laws of the state of Tennessee, without reference to its conflicts of law provisions. Any dispute arising out of or relating to this Agreement will be resolved exclusively by binding arbitration to be conducted in Nashville, Tennessee in accordance with the then effective Commercial Arbitration Rules of the American Arbitration Association (the "Rules"). Such matter will be heard by a single arbitrator. Notwithstanding the foregoing, in the event the matter in dispute involves claims in excess of \$250,000, then either party will be entitled to insist that a panel of three arbitrators rather than one decide the matter. The arbitrator(s) will be selected by mutual agreement of the parties, or if they cannot agree, in accordance with the Rules. The decision of the arbitration will be final and binding on the parties and may not be appealed except as the Rules may permit. Such decision may be enforced by any court of competent jurisdiction. The prevailing party in any such dispute will be entitled to recover its reasonable costs of arbitration, including reasonable attorneys' fees and expenses. The foregoing will not prevent either party from seeking purely injunctive relief in any court of competent jurisdiction. Further, Uniguest may bring an action to collect any payment due hereunder in any court of competent jurisdiction, and Customer hereby consents to the jurisdiction of the federal and state courts located in Davidson County, Tennessee for such purposes. WITHOUT LIMITING THE FOREGOING, EACH OF THE PARTIES HERETO IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT. FURTHER, ANY LITIGATION MUST BE ON AN INDIVIDUAL BASIS. THIS MEANS NEITHER CUSTOMER NOR UNIGUEST MAY JOIN OR CONSOLIDATE CLAIMS IN ANY ACTION BY OR AGAINST UNIGUEST OR OTHER UNIGUEST CUSTOMERS, OR

LITIGATE IN COURT OR ARBITRATE ANY CLAIMS AS A REPRESENTATIVE OR MEMBER OF A CLASS OR IN A PRIVATE ATTORNEY GENERAL CAPACITY.

- e. **Entire Agreement.** This Agreement expresses the entire understanding between the parties with respect to the subject matter hereof, and supersedes any prior or contemporaneous agreement or understanding between the parties, whether written or oral, relating to the subject matter hereof. The Agreement prevails over any of Customer's general terms and conditions of purchase regardless whether or when Customer has submitted its purchase order or such terms to Uniguest and regardless whether such Customer general terms are in addition to or different from any terms set forth herein. Fulfillment of Customer's Order by Uniguest does not constitute acceptance of any of Customer's terms and conditions by Uniguest and does not serve to modify or amend the Agreement.
- f. **Amendment.** Except as otherwise set forth herein the Agreement will only be amended by written agreement of the parties. Notwithstanding the foregoing, any Supplemental Terms attached to or referenced in these Terms may be amended by Uniguest without prior notice to and without the consent of Customer.
- g. **Order of Precedence.** To the extent of any conflict between the terms set forth herein, the terms of an Order, or the terms of any Supplemental Terms attached to or referenced in these Terms, the following order of precedence will apply: the Order (but solely with respect to such Order), these Terms, the applicable Supplemental Terms.
- h. **No Third Party Beneficiaries.** This Agreement is solely between and for the benefit of Customer and Uniguest, and no person or entity other than the parties themselves has any rights or remedies under this Agreement.
- i. **General Warranties.** The parties warrant that the respective individuals signing the Order on behalf of the parties hereto or executing any other document acknowledging such party's acceptance of these Terms have the power and are duly authorized, pursuant to the parties' respective formative organizational documents, to bind the respective parties to this Agreement. Each party warrants that it is duly formed and existing as a legal entity and otherwise fully authorized to conduct business as a legal entity in the state in which it exists if such party is a legal entity.
- j. **Notices.** For purposes of this Agreement, any notice that may or must be delivered by one party to another shall be deemed sufficient if made in writing and sent by certified mail or overnight courier to, in the case of Customer, Customer's address as set forth on the Order, and in the case of Uniguest, as follows (or to such other address as a party may specify in the same manner):  

**Uniguest, Inc.**  
**2926 Kraft Drive**  
**Nashville, TN 37204**  
**Attn: Chief Executive Officer**
- k. **Headings.** The section headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.
- l. **Counterparts.** An Order may be executed in one or more counterparts, each of which shall be deemed to be a duplicate original, but all of which taken together shall

constitute one and the same agreement. An Order may be executed by facsimile, .PDF or other electronic means, each of which will be deemed an original for all purposes.

- m. **Language.** Only the most current English version of this Agreement is binding. In the event of inconsistency or discrepancy between the English version and any other language version of this Agreement, the English-language version shall prevail.

## **Schedule A - Maintenance and Support Policies and Procedures**

### **General Terms**

Uniguest will provide Maintenance Services (which include 24x7x365 remote technical support upon Customer request and ongoing monitoring, maintenance and management of the Products and Services) in accordance with the terms of the Agreement and specifically this Schedule A, subject to Customer's satisfaction of its obligations below.

Uniguest will maintain uptime of each System – protect each System against malicious code (where applicable) and fix and/or replace hardware in accordance with the following maintenance and support policies and procedures. Uniguest will always use reasonable endeavors to make the service available to Customer and its users, but Uniguest cannot and does not guarantee an uninterrupted or fault free service.

Uniguest's ability to provide the Systems or Maintenance Services may be impaired by conditions or circumstances that are beyond Uniguest's control, including, without limitation third party service providers, geographic or atmospheric conditions, local physical obstructions, Software and Hardware features or functionality of Customer's System, operating system and the number of other users logging onto Uniguest's service, server and/or network at the same time. Uniguest will take reasonable actions to minimize the disruption caused by such circumstances, but Customer acknowledges, agrees, and accepts that some such interruptions may not be avoidable and outside of Uniguest control.

The delivery of some Services (e.g., remote monitoring and Maintenance Services) by Uniguest relies on the Internet, which is not controlled by Uniguest. Internet outages may result in Services being temporarily unavailable. Uniguest take reasonable action to minimize the disruption caused by such circumstances, but some such interruptions may not be avoidable.

Customer and Uniguest will work together to resolve problems and utilize the most cost-effective solution to resolving issues that arise out of the scope of these policies and procedures. Both parties understand that electronic hardware can be delicate pieces of equipment, especially in a public environment, and newly discovered issues can happen at any time. If something is not covered in this Schedule, both parties will work together to determine the most timely and cost-effective method to resolve it.

### **Support Services Detail**

1. For each service call, Customer or a user shall notify Uniguest via a Uniguest-provided toll-free number, support chat service or email of any malfunction or loss of System service.

2. Uniguest shall have technicians available 24/7/365 by phone, email and/or online chat application. In the event of high call volume, Uniguest guarantees a 24-hour maximum response time.
3. At the time of service call, Customer agrees that it shall have a designated staff member who will be onsite at the location of the System to remotely troubleshoot the System with the Uniguest technician over the phone and provide limited and reasonable non-technical assistance, such as checking to see if cables have been disconnected, installing toner cartridges and paper, implementing basic workarounds, reading indicator lights, rebooting the hardware and opening tickets with any of Customer's 3rd party vendors as required.
4. In the event that Customer's ISP service is determined by Uniguest to have been the cause of any service issue, Uniguest will assist Customer, via telephone or other means, at Uniguest's discretion, in working with such ISP to resolve the problem, provided Uniguest may charge Customer a fee in the amount of \$75 for such assistance.
5. Should remote troubleshooting not be sufficient to fix the problem, Uniguest may deem it necessary to have the equipment returned to Uniguest for further diagnosis and repair as defined in the "Hardware Repair Program" below.
6. Uniguest will provide service and support of the Uniguest core software, interfaces and proprietary Uniguest systems or solutions. Uniguest will provide basic support or may operate as an intermediary on behalf of customer for issues not related to Uniguest solutions, such as Internet Services.
7. Uniguest will use commercially reasonable efforts to investigate problems reported to it. Subject to the exceptions set forth in section 9 below, if Uniguest determines that the problem is the result of a reproducible error, defect, or malfunction in the Uniguest Software, Uniguest will make reasonable efforts to correct the problem. A Uniguest representative will provide the applicable end user with a correction, a report/determination that further research is required, or confirmation that the system works per design specifications.
8. If a reproducible error is not correctable, then a correction for the error will be incorporated in the next release or update of the Uniguest Software, if practical.
9. The following services are not covered as part of the Maintenance Services:
  - a. Maintenance of facilities external to the Uniguest Software, Systems or Services; hardware support; questions regarding hardware installation, support or maintenance, telecommunications systems.
  - b. Repair or damage resulting from malfunction of electrical power or heating, ventilation and air conditioning; water damage; fire damage; theft; integration of the Uniguest Software with non-compatible systems or software; misuse or improper use of the Uniguest Software (including without limitation any use not specifically authorized in the agreement or any related documentation); vandalism; civil commotion or war; or any combination thereof.
  - c. Support for altered or modified Uniguest Software, other than that altered or modified by Uniguest and/or authorized agents of Uniguest; support for versions of the Uniguest Software that have been superseded by a new release (provided that

Uniguest will continue to support superseded versions for a reasonable period, not to exceed 45 days).

- d. Supervision of repairs on associated equipment.
  - e. Services including programming, graphic design, media encoding, training, etc.
10. Uniguest reserves the right to charge for unusual or excessive telephone, shipping, handling, media or user manual expenses in connection with the support to be provided hereunder. In all cases, Uniguest will notify Customer of these costs in advance.

## Hardware Repair Program

In those instances where Uniguest determines the System's equipment (or a component thereof) cannot be repaired remotely, the Parties agree to the following:

1. Customer will ship the defective System or component thereof (the "Defective Equipment"), at Customer's expense, to Uniguest for further evaluation and/or diagnostics.
2. Customer will be responsible for any loss or damage during shipping to the extent not covered by shipping insurance.
3. If damage is caused by the shipping company mishandling the Defective Equipment, then Uniguest will work with the shipper to handle a damage claim.
  - a. If the returned equipment is damaged due to improper packing, then the Customer will be notified, and it will be Customer's responsibility to pay for repairs due to such damage.
4. Uniguest does not provide any warranty on Third Party Materials but will facilitate warranty claims on behalf of Customer under warranties provided by the applicable Third Party Provider of such Third-Party Materials. Uniguest will also assist Customer in the determination as to whether the Defective Equipment is or is not covered by warranty.
5. If the assessment determines the issue was due to destruction or vandalism, then the repair cannot take place under warranty and any repairs or replacement will be at the Customer's expense. In such case, payment for repairs or replacement, as applicable, will be billed prior to the repair or replacement of the Defective Equipment.
6. Uniguest will provide Customer with a quote to repair, if practical, or a recommendation to replace the Defective Equipment. It will be the Customer's responsibility to select and approve the desired path as between repair or replacement.
7. If the Defective Equipment to be repaired or replaced is not under warranty, Customer will be responsible for expenses associated with the repair or replacement.
  - a. Non-warranty repairs will incur repair charges as follows:
    - i. Labor up to \$125 per hour Parts at Uniguest's actual cost plus 30%. Only manufacturer parts will be used.
    - ii. If repairs require the Defective Equipment be shipped to manufacturer for depot service, then additional costs may apply and vary (includes time and material).

8. If repair or replacement is not approved:
  - a. The unit will not be repaired or replaced, and Uniguest and Customer may discuss any alternatives
  - b. Uniguest will return unrepaired Defective Equipment upon Customer's request, at Customer's expense.
  - c. Otherwise, the Defective Equipment will be recycled after 30 days, and Customer will not receive a credit for the value of any such Defective Equipment.
9. Customer acknowledges that repair times will be partially determined by parts availability from manufacturer.
10. Shipping terms – ground each way (which may include up to 4 shipments in the event a temporary replacement machine is provided) within all 50 states, will be at Customer's expense.
11. Should the equipment to be repaired or replaced be under warranty, warranty work will be based on the defined manufacturer's or provider's warranty associated with the Third-Party Material.
12. Temporary Replacement Hardware. Customer may at its option, and subject to Uniguest having available inventory, request that a temporary replacement machine be provided while Customer's Defective Equipment is being repaired. The cost of such a temporary replacement machine is \$50 plus shipping (both ways) for up to two weeks, and \$10 for each additional week (inclusive of shipping time). Customer will be responsible for any damage to such machine while in transit to and from Customer and while in its possession. Customer will return such temporary replacement machine in the same condition as provided, normal wear and tear excepted. Uniguest reserves the right to determine the specifications of any temporary replacement machine, including whether such machine is new or used. In the event the temporary computer is not returned to Uniguest within 90 days, Customer may be billed the full System replacement cost.

### **Regional Limitations on Support (Applicable to All Products)**

Due to variations in equipment manufacturer support and product availability and warranty terms worldwide, Customer is advised of the possibility of varying levels of warranty services in certain remote regions of the world where access to property and hardware may fall outside of the prescribed break fix service levels provided by the hardware manufacturers. As a result of these factors, which are outside the control of Uniguest, the policies and procedures above may vary from country to country or region to region. Uniguest will make commercially reasonable efforts to inform the Customer of any warranty variations from the foregoing terms that may be applicable to it and facilitate manufacturer break fix efforts on behalf of the Customer. Customer understands that Uniguest is acting in good faith, but support response is a function of the applicable manufacturer and its local subsidiaries and affiliates.

### **Availability of Proprietary Products and Services**



Proprietary Products and Services will have a monthly availability of at least 99.80%, exclusive of scheduled downtime, Internet outages, problems with Customer equipment or software, Third Party Materials, or other reasons outside the reasonable control of Uniguest.

## Supplemental Terms: Systems and Hardware

These Supplemental Terms apply to any Systems and Hardware provided by Uniguest to Customer under an Order (whether sold, leased, loaned or otherwise):

### Additional Terms.

1. **Title to Hardware.** Title to Hardware purchased from Uniguest and risk of loss with respect thereto will pass to Customer when such Hardware has been tendered to the carrier at Uniguest's designated shipping location; provided title remains with Uniguest as to any Hardware which is leased or that per the terms of the Agreement is to remain the property of Uniguest. Once shipped, Hardware may not be returned for a refund.
2. **Insurance.** Customer will at all times, and at its own expense, maintain insurance covering all Systems and other Hardware that is owned by Uniguest but in the possession or under the control of Customer for any loss or damage, designating Uniguest as an additional insured and as a loss payee, and shall notify Uniguest in the event any such coverage is cancelled or expires without replacement. Such coverage will be in an amount not less than the total System or Hardware purchase price or total System or Hardware cost set forth on the Order, as applicable, or if no such amount is specified, a reasonable estimate of the retail value of such System or Hardware. All insurance of Customer shall be primary to any insurance carried by Uniguest.
3. **Replacement Costs.** Customer agrees to be liable and responsible for any loss, damage, or destruction of a System or any Hardware from the time risk of loss passes to Customer as set forth in clause 1 above and, if returned to Uniguest, until such time as it is received back by Uniguest at its facility. Should any such loss, damage or destruction occur at any time during the term of this Agreement, Customer shall bear all costs of replacement of the affected System(s) and Hardware. Cost of replacement shall be deemed to be the then current price for such System or Hardware, as applicable (or repair if repairable and less than the replacement cost), together with applicable shipping costs and taxes.
4. **Remote Activation and Installation.** If your account has an activation or installation that is rescheduled more than two times, Customer may be charged a \$50 rescheduling fee.
5. **Site Readiness.** Where applicable, Customer shall provide for each System a suitable and secure environment and necessary furniture and fixtures. This may include, as applicable, wired high-speed Internet access, electricity, HVAC, private IP addresses and other necessary and/or appropriate utilities and fixtures. Uniguest is not responsible for any fault, malfunction, or loss of service due to any such utility or fixture.
6. **Schedules.** Unless expressly agreed otherwise in the applicable Order, any delivery date provide with respect to any System or Hardware is an estimate only.

## Supplemental Terms: Software

These Supplemental Terms apply to any Software provided by Uniguest to Customer under an Order (whether installed on a System or Hardware, provided on a software-as-a-service or cloud basis, or installed on any Customer-provided equipment where permitted under the terms of the applicable Order):

### Additional Terms.

1. **Ownership of Software.** Customer acknowledges that, notwithstanding any other provisions of this Agreement and/or references to any "transfer" or "assignment" of Hardware, Software or Systems in this Agreement, the title to, and ownership of, all Software will at all times remain with Uniguest and/or the applicable Third Party Provider (as applicable). Customer is hereby granted for the duration of the term of the Agreement a non-exclusive, non-transferrable, and non-sublicensable license to use the Software only as delivered by Uniguest, and where such Software is installed on a System or any Hardware, solely on the System or Hardware as delivered by Uniguest, and may not be transferred without Uniguest's specific approval. Uniguest or the applicable Third Party Provider retains all IP Rights in and to the Software. Customer acknowledges that the Software, all copies of the Software, any derivative works, compilations, and collective works of the Software, and any know-how and trade secrets related to the Software, are the sole and exclusive property of Uniguest and/or the applicable Third Party Providers, and contain Uniguest's and such Third Party Providers' confidential and proprietary materials. Customer will not attempt, directly or indirectly, to (i) reverse engineer, disassemble, or decompile any portion of the Software, (ii) modify or create derivative works based upon the Software, (iii) use or access the Software for the purpose of creating any competing product or service or benchmarking the Software.
2. **Replaced Hardware and Software Licenses.** Hardware that is replaced requires new Software licenses and payment of the then applicable license fees.
3. **Additional Terms of Third Party Providers.** Additional acknowledgements, licensing terms and disclaimers for Third Party Materials may be contained in the Documentation for such Third Party Materials, as applicable, or may otherwise accompany such Third Party Materials, and use of such Third Party Materials will be governed by the terms of this Agreement together with any such additional terms.
4. **Malicious Code.** Where applicable and to the extent available, Uniguest uses commercially available anti-malicious code software intended to keep Software and each System free of Malicious Code. Customer acknowledges that no such software is perfect, and in particular, it is difficult to protect against Malicious Code that has not yet been detected and countered by commercial anti-malicious code software providers. Other than using commercially reasonable efforts to keep such anti-malicious code software up to date in all applicable Software and Systems for so long as Customer continues to receive Maintenance Services for such Software and Systems under the terms of this Agreement, Uniguest assumes no obligation or liability whatsoever with

respect to any Malicious Code that may infect any Software or System or any other networks, software, equipment or systems of Customer or its customers.

5. Remote System Updates. Where applicable, Systems may be updated remotely by Uniguest to deploy new Software and update existing Software. In the event that such remote deployment is ineffective or abnormally slowed, and Uniguest reasonably determines that the cause is an issue with Customer's Software or Hardware, the age of Customer's Systems including Hardware and operating system components, the failure of Customer to update the operating systems and Software with releases and other updates provided by the applicable Third Party Provider, or other circumstances outside Uniguest's control, then Uniguest shall so notify Customer, and Uniguest may discontinue the provision of Maintenance Services until the parties agree on new fees to be paid as a result of the increased effort required to maintain such Systems.
6. Internet Content Filter. Where applicable, some Systems may include a content filter to block harmful or objectionable content. Customer acknowledges that individuals may differ as to what constitutes "harmful or objectionable" content. Uniguest assumes no liability with respect to any content accessed by a System user, including in the event a System is used to access or display content which a user or other person finds harmful or objectionable, or that is unlawful, obscene, scandalous or otherwise objectionable. Further, Uniguest assumes no liability in the event such content filter blocks content, and a user or other person considers the fact that such blocking has occurred to be objectionable.
7. Microsoft Rental Rights Licenses. The terms in this clause apply only to Systems operating Microsoft Windows desktop operating systems or Microsoft Office software. A rental rights license is required by Microsoft when organizations, as part of their businesses, rent, lease, or loan PCs with licensed, qualifying versions of Windows desktop operating systems or Microsoft Office software to third parties. Examples of these organizations include Internet cafés, hotels and airport kiosks, business service centers, and office equipment leasing companies (even when Systems are offered to guests free of charge). Rental rights modify the use rights of the underlying Microsoft licenses to allow renting or leasing of the software, which is generally prohibited under the standard license terms for those products. Rental rights are user rights only and do not replace the underlying Microsoft product licenses. Rental rights licenses are good for the life of the System and are non-transferrable. Without limiting the foregoing, Microsoft's Agreement for leasing or renting certain Microsoft Software Products applies to any such systems (a copy of which is available at: [https://download.microsoft.com/download/D/B/3/DB37B5D3-7796-4536-AC8D-8EFDB95CD52F/Agreement\\_for\\_leasing\\_or\\_renting\\_certain\\_Microsoft\\_Software\\_Products.pdf](https://download.microsoft.com/download/D/B/3/DB37B5D3-7796-4536-AC8D-8EFDB95CD52F/Agreement_for_leasing_or_renting_certain_Microsoft_Software_Products.pdf)).
8. Usage Limits and Restrictions. Certain Software Products may be provided subject to limitations or restrictions on use (e.g., number of authorized users, transaction or limits, or number of connected devices) and/or priced on the basis of the foregoing (e.g., per user fees). Use of any such Software is expressly subject to any such usage limits and restrictions and payment of such fees. Uniguest reserves the right to impose additional fees where usage exceeds any such limits or restrictions. Uniguest reserves the right to

audit Customer's books and records to ensure compliance with any such limits or restrictions and ensure accurate billing.

9. Authorized Users. Customer shall be responsible for (i) designating any of its employees or other personnel and, where applicable, guests, residents or customers, that will be granted access to any of Customer's Software accounts, (ii) ensuring that all such users comply with the terms of this Agreement, and (iii) disabling any such person's access if such person ceases to be authorized by Customer to access Customer's Software account (or notifying Uniguest that such access should be terminated where Uniguest's assistance is needed to disable a user account). Customer will be responsible for the acts or omissions of all such individuals. Customer will be responsible for ensuring that all such individuals maintain the security of their user credentials. Customer will notify Uniguest immediately of any unauthorized access to Customer's account.

SaaS/Cloud Software. The terms in this clause apply only to Software (or any component thereof) that is provided or made available to Customer by Uniguest on a software-as-a-service, hosted or cloud basis. Customer's right to use such Software (and the license rights granted herein) will continue in effect for the duration of Customer's subscription to such Software as agreed in the applicable Order (and subject to payment of all applicable subscription fees). Uniguest is responsible for making such Software available to Customer to use over the Internet (defined as the relevant Software can be reached at the public Internet-facing boundary of the cloud service where Uniguest elects to host such Software). Customer is responsible for maintaining compatible equipment, networks, and Internet access necessary to reach such Software consistent with the foregoing. Uniguest is not responsible for any failures or incompatibility with respect to such Customer equipment or networks or any disruption in Internet service generally or specific to Customer. Such Software may also be unavailable during routine or emergency maintenance windows. Uniguest will use commercially reasonable efforts to provide advance notice of any such planned outages.

## Supplemental Terms: Services

These Supplemental Terms apply to any Services provided by Uniguest to Customer under an Order:

### Additional Terms.

1. **Quality.** Services will be provided by Uniguest in a professional manner by competent and trained professionals in accordance with the terms of this Agreement and the applicable Order. Customer's exclusive remedy for any failure of the Services to conform to the foregoing will be reperformance of the non-conforming Services at no additional cost to Customer.
2. **Schedules.** Unless expressly agreed otherwise in the applicable Order, any delivery schedule associated with the Services is an estimate only.
3. **Customer Cooperation.** Delivery of Services is also conditioned on Customer's reasonable cooperation and its provision of any personnel, facilities, equipment, data, materials or contributions to be provided by Customer pursuant to the Agreement. Uniguest will not be responsible for any errors or delays resulting from any failure on the part of Customer to provide any such cooperation.
4. **On-Site Services.** The terms in this clause 4 apply only to the extent Uniguest has agreed pursuant to the applicable Order to provide any Services on site. Customer agrees to provide a safe and suitable working environment for Customer's personnel to provide the Services. Customer also agrees to pay Uniguest's personnel(s)' reasonable travel expenses for on-site Services, if any. For purposes of this Agreement, travel expenses shall include without limitation, airfare, hotel, rental vehicles, mileage, tolls, dining, parking fees, taxi fare, and incidental expenses, as well as any additional travel and labor expenses that may be incurred as a result of unforeseen circumstances including but not limited to: last-minute cancellation of travel to Customer's facilities, bad weather, cancelled flights, and failure of 3rd parties to perform as scheduled. Uniguest will make every reasonable effort to minimize travel expenses, including lodging employees at Customer's locations (where applicable and if requested), using any discounts Customer has for nearby hotels, and sharing the cost of airfare among multiple customers if a trip to Customer locations can be combined with trips to nearby locations of other customers.

## Supplemental Terms: Customer Content

These Supplemental Terms apply to any Customer Content (as defined below):

### Additional Terms.

1. **Customer Content.** “Customer Content” means any information, data, text, graphics, photographs, video, or other digital media uploaded to, incorporated in, and/or distributed by or on behalf of Customer via any Product or Service. Customer Content includes any of the foregoing owned by a third party that Customer uploads or distributes (or that is uploaded or distributed on its behalf or pursuant to its instructions) via any Product or Service, including, without limitation, any content concerning or generated or uploaded by any of Customer’s guests, residents, customers, employees or agents (and including any personal information regarding any such person).
2. **Ownership of Customer Content.** Uniguest does not claim ownership or intellectual property rights of any Customer Content. When Customer uploads Customer Content to or uses any Product or Service to store, host, transmit, distribute, modify or display any Customer Content, Customer hereby grants to Uniguest (and represents and warrants to Uniguest that it has all necessary rights to grant) a non-exclusive, royalty-free, transferable, sub-licensable, license to store, transmit, host, distribute, modify or display that Customer Content in accordance with the purposes of the applicable Product or Service or as otherwise necessary to provide such applicable Products or Services. Customer has sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to the use of Customer Content.
3. **Non-Infringement.** By uploading Customer Content, Customer represents and warrants to Uniguest that Customer has all legally required and appropriate licenses, rights and permissions to use, share and distribute such Customer Content. Uniguest accepts no responsibility or liability for the misrepresentation, misuse, theft, unlawful use or exploitation of content, intellectual property, trademarks or personal data Customer may upload or access through the Cloud Software. Without limiting Customer’s general indemnity obligations under the Terms, Customer shall indemnify, defend and hold harmless, at its sole expense, Uniguest, its subsidiaries and affiliates and their respective directors, officers, employees, agents, shareholders, partners, members and other owners from and against any and all claims, actions, demands, liabilities, losses, damages, judgments, settlements, costs and expenses (including reasonable attorneys’ fees) that are based in whole or in part on breach of laws pertaining to the Customer Content itself or use thereof with the Products and Services.
4. **Damages Waiver.** Uniguest accepts no liability or responsibility for any damage caused, be it indirect, special, incidental or consequential damages (including but not limited to damages for loss of business, loss of profits, interruption or the like) by Customer uploading, hosting or distribution of Customer Content through any Product or Service.
5. **Security.** Uniguest shall make reasonable commercial efforts to secure, protect, and maintain the integrity of the Customer Content. Customer and its users are responsible for maintaining the confidentiality of all usernames and passwords required to access

and use any Product or Service where Customer Content may be uploaded, stored or accessed. If the confidentiality of such usernames or passwords are compromised, Customer shall promptly notify Uniguest.

6. Data Storage/Transmission Limits. Data storage fees may apply if Customer exceeds any default storage limits applicable to any Product or Service storing any Customer Content. Customer will be informed if this occurs and provided with options to increase its available data storage. Uniguest also reserves the right to impose limits on the data transmission rates to and from the applicable Products or Services. If limits are exceeded, Uniguest will provide remedial recommendations to Customer.
7. Customer Content Standards. All Customer Content shall comply with the following standards, and with all applicable federal, state, local, and international laws and regulations. Customer represents, warrants, and agrees as follows:
  - i. Customer owns or has secured all intellectual property rights necessary for Customer's use of the Customer Content with the applicable Products and Services as intended.
  - ii. Customer's use of Customer Content with the applicable Products and Services, and the Customer Content itself, does not and will not infringe any patent, trademark, trade secret, copyright, other intellectual property rights, or other legal rights of any other person.
  - iii. The Customer Content does not and will not contain any content or material that is unlawful, threatening, harassing, profane, obscene, indecent, abusive, tortuous, defamatory, libelous, deceptive, fraudulent, or that violates a person's privacy, or publicity rights.
  - iv. The Customer Content does not and will not promote sexually explicit or pornographic material, violence, or discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age.
  - v. The Customer Content will not promote or assist in any illegal or unlawful acts; and
  - vi. The Customer Content does not and will not contain a software virus or other harmful component.
8. Personal Data. Customer confirms that Customer is solely responsible for any personal data that may be contained in the Customer Content.
9. HIPAA. If any Customer Content constitutes protected health information as defined under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and its implementing regulations, the parties may be required to execute a Business Associate Agreement. If applicable, Uniguest and Customer agree to comply with the provisions of any such Business Associate Agreement executed by the parties in connection with this Agreement. In the event of a conflict between any such Business Associate Agreement and any provision of this Agreement, the terms of the Business Associate Agreement shall control solely with respect to the subject matter thereof, except that any limitations of liability set forth in this Agreement will control notwithstanding any conflicting language set forth in such Business Associate Agreement.
10. Third Party Media Insertion. For purposes of this Agreement, Customer Content also includes any third party digital or analog content that is encoded and inserted into and

distributed or displayed via any Product or Service at the request of Customer except where Uniguest provides Customer with a license to such content (in which case such content is not considered Customer Content). Customer is solely responsible for coordinating with its cable or other content provider regarding any such insertion of Customer Content. Uniguest is not responsible for the cost or performance of any such work by such provider, does not warrant such work or any equipment or software provided by such provider, and is not responsible for any loss of picture quality or functionality in the event that the provider uses equipment or software that is incompatible with the Products or Services.

11. Data Retention. Customer Content will be retained for a period of thirty (30) days following the termination of the Agreement or applicable Order, during which period Customer may make arrangements to export all relevant Customer Content. Uniguest may assist in the retrieval and export of such Customer Content.
12. Subject to payment of its standard fees for professional services. After such \_\_\_-day period has elapsed, Uniguest reserves the right to permanently delete all such Customer Content.