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1. DEFINITIONS

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2.5 Notice of Infringement. If Care Facility receives any notice or allegation that a third party claims an Intellectual Property Right in particular data, content, functionality, or code contained in the Licensed Software or Documentation (or their utilization under the Agreement or these Licensed Software Terms), Care Facility must promptly notify SONIFI of the same in writing in reasonable detail. Care Facility shall use commercially reasonable efforts to assist SONIFI in identifying and eliminating any attempts to circumvent, bypass, or breach SONIFI's or its licensors' Intellectual Property Rights in the Licensed Software (including Third-Party Code) and Documentation.

2.6 Export Control. Care Facility hereby agrees that it will not export or re-export directly or indirectly any part of the Licensed Software or Documentation to any country to which a license is required under any laws, administrative regulations, and executive orders of any applicable jurisdiction relating to the control of imports and exports of commodities and technical data without first obtaining a license.

2.7 Verification. SONIFI, at any time during the Term, and with at least ten (10) days' prior notice to Care Facility, may request and gain access to the Premises for the limited purpose of conducting an inspection to determine and verify that Care Facility is in compliance with the terms and conditions of these Licensed Software Terms. Care Facility shall promptly grant such Premises access and cooperate with SONIFI in the inspection; *provided, however*, the inspection shall be conducted in a manner not intended to disrupt unreasonably Care Facility's business and shall be restricted in scope, manner, and duration to that reasonably necessary to achieve its purpose. Each Party shall bear its own costs in connection with a Premises inspection conducted pursuant to this Subsection 2.7.

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SONIFI will warrant, service, maintain and support the Licensed Software and Documentation solely and exclusively as stated in these Licensed Software Terms and in the SONIFI Limited Warranty.

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4.1 Limited Warranty. The Licensed Software and Documentation are not sold and are licensed “as is” in accordance with these Licensed Software Terms, except as otherwise expressly stated in the SONIFI Limited Warranty or in applicable license agreement(s) for Third-Party Code. Care Facility shall look solely to DirecTV or the In-Room Equipment manufacturer, as applicable, for any and all claims, causes of action, demands, suits or proceedings concerning DTV Software and Third-Party Equipment Software that are not expressly covered by the SONIFI Limited Warranty or the Agreement.

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7. GENERAL

7.1 Third-Party Code. The Licensed Software may contain or be provided with Open Source Software and other software, components, modules or packages that are subject to the terms and conditions of third-party license agreements, including Open Source Software licenses, DirecTV Software licenses, and Third-Party Equipment Software licenses (collectively, “**Third-Party Code**”). Third-Party Code may be identified in the Documentation or SONIFI shall provide a list of the Open Source Software for a particular version of the Licensed Software to Care Facility, on a confidential basis, upon Care Facility’s written request. To the extent required by any license that accompanies the Third-Party Code, the terms of such license will apply in lieu of the terms of these Licensed Software Terms with respect to such Third-Party Code only, including without limitation provisions regarding access to source code or the modification, distribution, copying or reverse engineering of source code. Care Facility shall comply with all applicable licenses for Third-Party Code.

7.2 Incorporation into Agreement. These Licensed Software Terms are hereby incorporated into the Agreement and cannot be modified or amended except in a writing signed by both Parties.