

6. (a) For the services which Company shall provide to Subscriber under this Agreement, Subscriber shall pay in advance to Company on the first day of each calendar month during the term of this Agreement a service charge (the "Monthly Service Charge") which shall be calculated as follows: (i) the monthly rate per room as set forth on Schedule A (the "Per Room Rate") shall be multiplied by (ii) the product of (A) the number of Rooms in Hotel multiplied by (B) the discount factor as set forth on Schedule A (the "Discount Factor"). Subscriber represents and warrants to Company that the number of Rooms shown on Schedule A as being in Hotel is true and correct as of the date of acceptance of Schedule A, and Subscriber agrees promptly and in no event later than the end of each calendar month to give written notice to Company of any change in the number of Rooms in Hotel. If Subscriber shall receive the Programming from Company for any period less than a full calendar month upon the commencement or termination of this Agreement, the Monthly Service Charge to Subscriber for such period shall be the product of the multiplication of the regular Monthly Service Charge under this paragraph by a fraction of which the numerator is the number of days in such period and the denominator is the number of days in the particular calendar month in which such period falls.

(b) Before Company shall furnish and install the Reception Facilities for Hotel to receive the Programming, Subscriber shall pay in advance to Company as a security deposit for the safe return to Company of the Reception Facilities an amount per Room as shown on Schedule A hereto. Subscriber expressly assumes the risk of theft and damage of all kinds to the Reception Facilities by the employees, agents, and guests of Hotel and any other members of the public on the Hotel premises. Company shall have the right to retain all or part of the security deposit as an offset against any financial loss to Company from any damage to the Reception Facilities while on the premises of Hotel under the terms of this Agreement, and Company shall be the sole judge of the extent and amount of any financial loss to Company from any damage to the Reception Facilities while on the Hotel premises under the terms of this Agreement. Any interest or other income from the security deposit shall belong to Company.

7. As a supplement to, and not in lieu of or to the prejudice of, any other remedies under this Agreement and in law and in equity, Subscriber shall pay to Company interest at the rate per annum shown on Schedule A hereto (or if for any reason such rate is unlawful, at the highest lawful contract rate) on all amounts payable by Subscriber to Company which are not paid within thirty (30) days of when such amounts first become due. Interest under this paragraph shall be compounded monthly from the date on which the amounts payable were first due until such amounts payable are paid in full. Furthermore, if Subscriber fails to pay any amount payable under this Agreement within thirty (30) days of when such amount first becomes due, Subscriber shall reimburse Company for any attorney's fees, court costs and other expenses which Company incurs in the collection of any amounts payable to Company, including any accrued interest, under this Agreement.

8. In the event Subscriber intends to change the number of Rooms in a Hotel, Subscriber shall first provide Company with not less than thirty (30) days' prior written notice indicating the number of Rooms to be affected and the effective date of the proposed change. In the event there shall be a change in the number of Rooms in the Hotel, such change with respect to such number shall be considered to be effective on the date on which Rooms become, or are no longer, available for temporary or permanent occupancy, as the case may be. In such event, the Monthly Service Charge shall be increased or decreased as of the effective date of such change in such number of Rooms; provided, however, that there shall be no decrease in the Monthly Service Charge unless Subscriber shall give advance notice to Company within the time limits specified above. Any such adjustment shall be determined by multiplying (i) the Per Room Rate times (ii) the product of (A) the changed number of Rooms times (B) the Discount Factor, and multiplying the resulting product times a fraction, the numerator of which shall be the number of days remaining in the month after the effective date of the change, and the denominator of which shall be the total number of days in such calendar month. Any decrease in the Monthly Service Charge shall be made by Company giving Subscriber a credit against the Monthly Service Charge payable in the following month.

9. (a) Company undertakes to provide Subscriber with a high quality signal to the extent reasonable in light of the state of the art and the circumstances of installation. Notwithstanding any other provision in this Agreement, Company shall have no liability to Hotel or any other person whatsoever with respect to any failure of Company to transmit the Programming to Hotel, except that in the event the duration of any such failure exceeds forty eight (48) consecutive hours during which the Reception Facilities and other facilities at Hotel necessary for reception of the Programming are operational and capable of receiving the Programming,

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