

**BY ACCEPTING THE TECHNICAL SUPPORT QUOTATION OR ORDER DOCUMENT
INCORPORATING THESE SERVICES (THE "ORDER FORM"), YOU ACCEPT AND AGREE TO
COMPLY WITH AND BE BOUND BY THESE TERMS AND CONDITIONS**

TERMS & CONDITIONS OF MAINTENANCE SERVICE, SUPPORT AND TECHNICAL ASSISTANCE

FIRST.- DEFINITIONS

1.1.- Upgrade: Upgrading or renewal of software or hardware provided by VSN in order to obtain more useful functions or to improve existing systems.

1.2.- Update: Contracted software updates.

1.3.- Incident: Any problem, incident, or issue that the Client brings to the attention of VSN's Support Team.

1.4.- Ticket: Internal process that allows VSN's support team to locate, manage and resolve an incident. Each Ticket has a unique identification number and contains one or more related incidents.

1.5.- Online Portal: web portal of VSN's support team that allows the control and management of incidents and the maintenance and support to be provided to the Client.

1.6.- Causes: The reasons for incidents linked to VSN Services have been classified as follows:

1. VSN Incident: an error is detected in the Client's system that can be resolved, either by the support department or by escalation to other departments.
2. Third-party application or hardware incident: it is detected that the problem originates in one of the third-party solutions installed in the Client or that it is a hardware incident. Depending on the coverage and guarantees contracted, it will be solved by VSN's team, or the Client will be referred to the corresponding provider for support.
3. Incorrect operation: the client was misusing the software, which is corrected by sending the correct way to operate or obtain the desired flow to the client. The opening by the client of multiple Tickets that fall into this category may lead the department to suggest the client to purchase additional training services for the use of VSN solutions.
4. Maintenance tasks: these may be different problems due to lack of maintenance, cleaning or updating of the system. In general, instructions will be given to the client to perform these tasks autonomously and without the intervention of the support department.
5. Upgrade: if the issue can be resolved by an upgrade, this shall be indicated to the client, and an attempt shall be made to schedule the upgrade as soon as possible.
6. Sales process: sometimes it will be determined that the incident is not a Support Ticket as such, since the reported incident can be solved by means of a custom development, the acquisition of additional licenses or another VSN software module. If the client requires an additional quotation for the requested operation, he/she will be referred to the sales department to receive a commercial offer.

1.7.- Equipment: Set of software and third-party solutions that can revolve around the solutions offered by VSN.

SECOND.- OBJECT

VSN hereby undertakes to provide the Client with the most efficient maintenance, support (VSNPRO 24x7) and assistance service for VSN Software and third-party solutions in accordance with this Agreement and the Technical Support Quote or Order Form. In this regard, the service will be limited to the hardware and software authorized by VSN.

THIRD.- DESCRIPTION OF SUPPORT SERVICE PROVISION

3.1.- Support VSNPRO24: Includes contracted software updates, bug fixes, patch downloads and issue prevention, as well as major maintenance release upgrades of contracted software.

3.2.- Service levels:

L1 - FIRST LEVEL	<p>Once an engineer is assigned to the request, he/she will verify the contracted product, the contract and the urgency and its impact. He will then contact the customer. The response time is guaranteed to be less than 60 minutes.</p> <p>The urgency and impact rating will be categorized as low, medium, or high, depending on whether it affects broadcast, production, another department or the customer's business model. This classification is used to prioritize the team's responses at times of high load.</p> <p>If the Incident can be resolved from the first level of support, a response indicating the relevant procedure or explanation is sent to the customer. This generally applies to Maintenance, Malfunction or Sales Process Tickets.</p>
L2 - SECOND LEVEL	<p>When the incident cannot be resolved at the first level of support, the engineer may need to take remote control of the Client's equipment. To ensure the security of each connection and the complete logging of the activities performed, the external tool TeamViewer is used. This tool can be pre-installed on VSN systems or downloaded from the distributor's website. The client does not need a paid version to be able to install this tool. The authentication phase enables the two-factor mode. If activated, a code will be required on the mobile phone, in addition to the registration data and password to access the system. This is the most common approach for incidents with complex IT systems. Support engineers will review the client's installation looking for the source of the problem in system logs, configuration files and other methodologies. Sometimes, it will be necessary to reproduce the problem in order to arrive at a solution.</p>
L3 - THIRD LEVEL	<p>In the event that an incident cannot be resolved from level 2 support, it will be escalated depending on the ultimate origin of the incident. Internally, VSN will process it as one of the following "Tasks":</p> <ol style="list-style-type: none"> 1. Development task: it is determined that the error is a programming error and has no immediate solution, so it is escalated to the VSN development team. The Ticket will be forwarded to Jira, the platform from which the features to be implemented by the VSN development team are centralized. There are two priority levels in this case: <ol style="list-style-type: none"> a. Enhancement: this is an operation not currently implemented but which a Customer would like to have. It does not affect its broadcast signal, integrity of Customer data, critical day-to-day operations, or core business model. b. Bug: programming failure affecting the broadcast signal, which may result in an irreparable loss of data, critical daily operations or a Customer's essential business model. 2. Operations task: here is a complex error in the installation, so it will be escalated to the operations team. Whenever possible and available, the engineer who performed the initial system installation, who has the most detailed knowledge of the end client's installation, workflows, and configurations, will be involved. <p>As a last resort, a visit by an engineer to conduct a thorough review of the Client's installation may be considered. Depending on the project and the classification of the Incident, this could generate extra costs to the Client.</p>

3.3.- Service Availability VSNPRO 24x7

VSN will provide customer support 24 hours a day, 365 days a year.

3.3.- VSN internal organization in incident management

Depending on the origin of the problem and its priority, the incident will refer to the following Departments or Managers:

	PRIORITY 5	PRIORITY 4	PRIORITY 3	PRIORITY 2	PRIORITY 1
Software problem	Development Department Manager	Development Department	Instructions Development Department	Upgrade to the next version	Upgrade to the next version
Installation problem	Operations Department Manager	Operations Department	Instructions Operations Department	Support Department	Support Department
Maintenance	Support Department Manager	Support Department	Support Department	Support Department	Support Department

FOURTH.- INCIDENT MANAGEMENT PROCESS

4.1.- Incident Log (or support request)

The Client can manage all the Tickets through the Team Support tool (the Online Portal) at <https://support-en.vsn-tv.com/>. Login to the Client's dashboard, from which they can create new Tickets, add information to open Tickets and manage existing Tickets. The Online Portal is the main tool for any information exchange between the Customer and the Support Team.

4.2.- Incident categorization

Incidents are categorized by product, customer, and cause.

4.3.- Priority Level

Three levels of urgency are established: low, medium, and high. Although the client can propose them, VSN will determine their classification.

The criteria on which the Support team determines its classification are mainly the impact according to the severity on the daily operation of the Customer's system (e.g., a high effect would be a possible loss of data or live signal on a TV channel).

The priority level is defined by the following table (from 1 to 5, 1 being the lowest and 5 the highest).

IMPACT / URGENCY	LOW	MEDIUM	HIGH
LOW	PRIORITY 1	PRIORITY 2	PRIORITY 3
MEDIUM	PRIORITY 2	PRIORITY 3	PRIORITY 4
HIGH	PRIORITY 3	PRIORITY 4	PRIORITY 5

4.4.- Response time

Taking into account that the contracted support, once an Incident Ticket is generated, the Client will be answered by the Support Department in less than 60 minutes, regardless of the priority (in reference to the response of the request sent when starting an action from VSN).).

4.5.- Resolution period

The final resolution time of the Incident will depend on a number of factors, including the category of the Incident, its priority, the departments involved in the resolution, the response times of the Client or the involvement of third-party manufacturers.

4.6.- Media

Communication will be carried out through the Team Support tool (Online Portal), which automatically sends emails to the support department and allows centralized management of all customer tickets and possible interactions (additional answers, attachments, third party information, resolution times, action and response, etc.).

4.7.- Resolution

Once a Ticket has been closed, the Client will receive a brief description of the Incident with the resolution and response time. Apart from this notification, within the Online Portal tool, the Customer can review all details regarding previous and existing incidents.

FIFTH.- UPDATES AND UPGRADES

5.1.- Updates:

VSN software updates are included in this support contract. Each installation may require a different upgrade procedure depending on the installation, so no standard process can be determined for each Client.

The entire process may require several hours to update all modules of the installation. If necessary, we will try to agree a downtime window with the Client at the time of minimum impact. This window will always be minimized as far as possible but will depend on the customer's installation. The client will be informed in advance of the duration of the installation process and, if necessary, there will always be the possibility of restoring the system to a previous state (roll-back process) in case the upgrade causes instability in critical systems.

5.2.- Upgrades:

Upgrades are excluded from this support contract and will constitute an additional cost. These refer to changes or upgrades in the operating system or third-party solutions, hardware changes not planned or authorized by VSN, changes in third party equipment connected to VSN that entail interventions by our support or operations team and, in general, any change in the customer installation that affects VSN workflows and solutions that have not been previously approved by VSN's support department.

SIXTH.- EXCLUDED SERVICES

6.1.- Quotation

Any intervention that VSN may carry out that is not included in the service that is the object of this Agreement shall require the approval of an ad hoc quotation between the Parties.

6.2.- List of tasks that are not covered by the support contract

In this sense, the parties expressly declare that the following services are not considered to be included in the object of the present contract:

1. Damage caused by defects and/or breakdowns in the installations external to the equipment (power supply, etc.).
2. Repair of damage caused to the equipment by fraudulent use of the same or caused by accidents, natural catastrophes, or force majeure and in general by any accident external to the equipment.
3. Correction of malfunctions resulting from the use of software and hardware that do not conform to those specified by VSN or the manufacturer.
4. Integration into VSN's solutions of extensions, extensions or new elements introduced (hardware or software) by the Client without VSN's explicit prior authorization.
5. New workflows implementation or creation.
6. Operative System updates that are not requested or initiated by VSN staff.
7. Basic maintenance tasks (server restarts, storage purging, restarting failed workflows, etc.). For this purpose, a Basic Maintenance Guide is provided to each Customer after installation by the Operations team. This Manual contains the information required to perform these tasks.
8. Significant changes in backup creation workflows.
9. Network structure changes (new IPs, login or credential changes, DNS changes...).
10. Detailed or summarized ticket reports.

SEVENTH.- DURATION AND EXTENSIONS

7.1.- Duration

This Contract shall come into force and be effective on the date of signature of the Technical Support Quotation or Purchase Order and shall remain in full force and effect for as long as the contract continues to be renewed.

7.2.- Renewal

The Services under this Contract shall be performed during the service period unless early suspension or termination were to happen, in accordance with this Contract, the Supporting Quotation or the Order Form.

The contract renewal, unless the Client expresses its disagreement, shall be automatically renewable for one-year periods of or at the periodicity agreed between the parties.

7.3.- Termination

Either Party may indicate its intention not to renew the services by notifying the other Party at least ninety days prior to the end of the period or extensions thereof of its intention not to renew such services. Sending an email to administration@vsn.es explicitly stating the decision to unsubscribe from the service will be considered valid for notification purposes. In the same way, an email to the usual address of the Customer's contact considered as usual and registered in our support portal will be enough to terminate this contract by VSN.

Voluntary early termination by the Client shall not exempt the Client from payment of the total outstanding fees until the end of the duration of the Service or any of its extensions. Similarly, if at the time of

termination of a Service one or more Services are in force, these shall continue to be provided until their termination.

EIGHTH.- VSN SUPPORT TEAM

VSN declares that it has sufficient and perfectly qualified and trained human resources for the correct provision of the service and may, if it deems it appropriate, subcontract all or part of the service.

NINTH.- PRICE AND PAYMENT

9.1.- Price

As consideration for the total fulfilment of the service object of the present Contract, the Client will pay VSN the amounts established in the Support Budget or in the Order Form. These amounts do not include Value Added Tax, with which they will be increased, if applicable, and which will be duly itemized in the corresponding invoice.

9.2.- Displacements

In those cases, in which VSN's personnel must travel to the Customer's offices or outside VSN's facilities, the Client will assume the expenses derived from the travel and will provide VSN with access to the equipment that is the object of the Service.

9.3.- Payment terms

Payments must be made within thirty (30) days of receipt of the invoice by the Client by transfer to the account indicated by VSN.

9.4.- Renewal price

Renewal fees shall be increased by an amount not less than 2.5% year-on-year and linked to the Spanish CPI. The increased rates shall be applicable automatically, without the need for prior notice. Delay in applying the increase shall not imply waiver or expiry of the increase. Under no circumstances will the amount of the fees be revised downwards. Notwithstanding the foregoing, VSN may revise the tariffs to adapt them to new features and variations in the services and their features or functionalities, which will be communicated to you thirty (30) days prior to their application. The modified tariffs will be automatically incorporated into the present Contract in substitution of the previous one.

9.5.- Normalization

The contract normalization will apply to customers with an ongoing contract that purchase additional VSN solutions during the service provision period. When the renewal arrives, the client shall receive a new price that will include the prorated fees from the new purchase that are due in the new invoicing period when the renewal happens.

9.6.- Non-payment

In the event that the Client returns the collection of a bill or delays payment for more than 15 days from the due date of the invoice, whether of a periodic instalment or of a percentage of the price, it will be understood that there has been a delay in payment. In this case, the sum of the interest rate of 3% will be applied to the total amount of the debt. Likewise, you will be charged the costs generated by the return of any receipt and will give VSN the right to suspend the supply of the Services. Finally, total, or partial non-payment will entitle VSN to block access to the services contracted by the Client until the amounts owed are paid.

TENTH.- CONFIDENTIALITY DUTY

The parties undertake to keep secret, and to enforce secret keeping to the personnel who may be involved in the development and execution of this Contract. This applies to all the information to which they have access by reason of this Contract, and they may not, under any pretext, use it for themselves or for any other person, firm, or entity.

ELEVENTH.- RESPONSIBILITIES

Except for the provisions of any mandatory rules applicable, liability arising from acts not contained in this Contract, whatever their legal cause, in particular liability for loss of profits and loss of information or data, shall be excluded.

Any damages arising under or in consequence of the Services, whether in contract, tort or otherwise, shall be limited to the total amount paid to VSN for the services pursuant to the order giving rise to liability in the one-month period immediately preceding the event giving rise to such liability.

TWELFTH.- EARLY TERMINATION OF THE CONTRACT

Either Party shall have the right to terminate early this Contract, for justified reasons, with a written notice of at least 90 days. An email sent to administration@vsn.es explicitly stating the decision to terminate the service shall be considered valid for notification purposes. Likewise, an email to the usual address of the Customer's contact considered as usual and registered in our support portal will **be** enough to terminate this contract by VSN.

The following shall be considered as justified cause for early termination of the contract:

- a) Any breach by either party of the terms of this Contract, if such breach is not remedied within a reasonable time, which in any event shall not exceed 30 (thirty) days from the receipt by the other party of written notice of the breach.
- b) In the event that a liquidator is appointed to control the assets of the other Party, or an order is made or agreed to be made for the liquidation of the other Party, or the other Party enters into a judicial or extrajudicial arrangement with its creditors, enters into composition with creditors, receivership, bankruptcy or any kind of provisional or final insolvency.
- c) In the event of default by the Client of its payment obligations.

THIRTEENTH.- NOTIFICATIONS

13.1. Address for service

Any notice required under this Contract shall be given to the other party in writing. In the event that You have a dispute with VSN or wish to give notice pursuant to the Indemnification provision of this Contract, or You are subject to bankruptcy or other similar legal proceedings, You shall promptly notify VSN in writing of such circumstance to: administration@vsn.es.

13.2. Notification requirements

In order to request the termination of the Services in accordance with this Contract, the Client shall submit a request to VSN at the address indicated in the Quotation or Order Form indicating its reference number and the details of the Contract.

FOURTEENTH.- APPLICABLE LAW AND JURISDICTION

This contract shall be governed by the laws of Spain and the EU, and the Client and VSN agree to submit to the exclusive authority of the competent courts of the City of Barcelona for any dispute related to this contract.