

TECHNICAL SUPPORT AGREEMENT (“Agreement”)

This Agreement is entered into by and between **Synamedia Vividtec Holdings Incorporated** whose office is located at 1715 North Brown Road, Building B, Suite 200, Lawrenceville, GA 30043, United States (“**Synamedia**”) and the **Customer** as defined in the PO.

1. DEFINITIONS

1.1 The defined terms as set out in Appendix 1 to this Agreement are incorporated and shall apply unless otherwise indicated.

1.2 If there is an inconsistency between any of the provisions in the main body of this Agreement and the Schedules or Appendices, the provisions in the main body of this Agreement shall prevail.

2. SUPPORT SERVICES

2.1 Synamedia shall provide the Customer for the Term with the Services for the Maintained Equipment as further set out in a Synamedia quotation.

Support Service
Diamond, Platinum, Gold or Bronze Service Level as stipulated in the PO.
Services start date shall be: (i) the invoice date for new Product purchases by Customer, or (ii) for support renewals, the Service Start Date as set out in Synamedia’s quotation.

2.2 Synamedia may sub-contract the Services provided it shall remain responsible for the performance of any sub-contractor.

2.3 Subject to Synamedia’s confidentiality obligations set out in the Agreement, Synamedia may use anonymized usage data or other Customer data for the sole purpose of performing Synamedia’s obligations under this Agreement or to maintain, support, improve or analyze the Maintained Equipment or other Synamedia products and services. Customer grants to Synamedia a perpetual, irrevocable, royalty-free, worldwide license to any Customer communications regarding developments, improvements or changes to any Hardware, Software or Services to use for or incorporate into any Synamedia products or services, subject to Synamedia’s confidentiality obligations set out in the Agreement to the extent applicable. For clarity, Synamedia will own all data, reports and output, other than Customers’ data, generated by or on behalf of Synamedia including telemetry data, being anonymized information generated by instrumentation and logging systems created through the use and operation of the Maintained Equipment or Services.

3. CUSTOMER’S OBLIGATIONS

The Customer shall **(a)** ensure that the Maintained Equipment is installed and kept in an environment with suitable conditions, as may be specified in the Documentation, and permit only trained and competent personnel to use it and follow any operating instructions as Synamedia may give from time to time; **(b)** perform Preventative Maintenance regularly; **(c)** notify Synamedia promptly if the Maintained Equipment is discovered to be operating incorrectly; **(d)** provide Synamedia with any information that is reasonably requested in the performance of the Services; **(e)** not allow any person other than Synamedia to alter, modify or adjust the Maintained Equipment without the prior written approval of Synamedia; and **(f)** comply with its obligations and responsibilities as set out in this Agreement. Customer warrants that all Maintained Equipment as at the Services start date (i) is in good working order and operating within its normal operating parameters; and (ii) is operational and functioning within the Customer’s production environment.

4. EXCLUDED MAINTENANCE

4.1 Synamedia is not obliged to perform any Excluded Maintenance. Where it is agreed by the parties that Synamedia will provide such Excluded Maintenance, the Customer shall provide Synamedia with a PO in respect of Additional Services Fees prior to the commencement of such Excluded Maintenance.

4.2 Where Synamedia is performing or has performed the Services in circumstances where it is established that the Maintained Equipment was operating incorrectly due to any of the Excluded Causes, Synamedia may charge, and the Customer shall pay, the Additional Services Fees in respect of that work.

5. CHARGES

5.1 For the performance of the Services and any Additional Services, the Customer shall pay to Synamedia the Charges. It is agreed that the terms of this Agreement shall prevail over any terms that may be included on a PO.

5.2 Charges shall be due and payable monthly, within fourteen (14) days of the date of an invoice from Synamedia.

5.3 If the Customer fails to make any payment due to Synamedia under this Agreement by the due date for payment, then, without limiting Synamedia's remedies under Section 9 Synamedia may suspend the provision of Services.

5.4 All Charges are exclusive of VAT or any other applicable sales tax, which shall be paid by the Customer at the rate and in the manner for the time being prescribed by law. If Synamedia is required by law to withhold or deduct an amount from any amount payable to the Synamedia: (a) the Customer shall pay the amount required to be withheld or deducted to the relevant revenue or collection authority within the time allowed for such payment; and (b) the Customer shall pay such additional amounts as are necessary to ensure that after making the deduction or withholding, Synamedia receives the full amount required to be paid before giving effect to such deduction.

6. SYNAMEDIA WARRANTIES

6.1 Synamedia represents and warrants to the Customer that:

(a) the Services shall be performed (i) by suitably qualified and experienced personnel; (ii) using all reasonable skill and care; and (iii) in accordance with all laws and regulations in force from time to time which are applicable to Synamedia as it pertains solely to the delivery of the Services.

(b) Synamedia has the full capacity and authority necessary to enter into, and perform its obligations under, this Agreement.

6.2 EXCEPT AS SPECIFIED IN THE LIMITED WARRANTY STATEMENT SPECIFIED IN THIS SECTION ABOVE, ALL EXPRESS OR IMPLIED CONDITIONS, REPRESENTATIONS OR WARRANTIES INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE (EVEN IF KNOWN TO SYNAMEDIA), NON-INFRINGEMENT, SATISFACTORY QUALITY OR ARISING FROM A COURSE OF DEALING, LAW, USAGE, OR TRADE PRACTICE ARE HEREBY EXCLUDED TO THE GREATEST EXTENT ALLOWED BY APPLICABLE LAW. THIS DISCLAIMER AND EXCLUSION SHALL APPLY EVEN IF THE EXPRESS WARRANTY SET FORTH ABOVE FAILS OF ITS ESSENTIAL PURPOSE.

7. LIABILITY

7.1 IN NO EVENT SHALL SYNAMEDIA BE LIABLE FOR ANY INCIDENTAL, SPECIAL, INDIRECT, PUNITIVE OR CONSEQUENTIAL DAMAGES, LOST REVENUE, LOST PROFITS, OR LOST OR DAMAGED DATA, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EVEN IF SYNAMEDIA HAS BEEN INFORMED OF THE POSSIBILITY THEREOF.

7.2 NOTWITHSTANDING ANYTHING ELSE HEREIN, ALL LIABILITY OF SYNAMEDIA FOR CLAIMS ARISING UNDER THIS AGREEMENT OR OTHERWISE SHALL BE LIMITED TO THE MONEY PAID BY CUSTOMER TO SYNAMEDIA FOR THE SERVICES IN THE SIX (6) MONTHS PRECEDING THE EVENT OR CIRCUMSTANCES GIVING RISE TO SUCH LIABILITY. THIS LIMITATION OF LIABILITY IS CUMULATIVE AND NOT PER INCIDENT.

8. CONFIDENTIALITY

8.1 The term Confidential Information does not include any information that (a) is or becomes generally available to the public (other than as a result of its disclosure by the receiving party or its Representatives in breach of this Section); (b) was available to the receiving party on a non-confidential basis before disclosure by the disclosing party; (c) was, is, or becomes, available to the receiving party on a non-confidential basis from a person who, to the receiving party's knowledge, is not bound by a confidentiality agreement with the disclosing party or otherwise prohibited from disclosing the information to the receiving party; (d) was known to the

receiving party before the information was disclosed to it by the disclosing party; **(e)** the parties agree in writing is not confidential or may be disclosed; or **(f)** is developed by or for the receiving party independently of the information disclosed by the disclosing party.

8.2 Each party shall keep the other party's Confidential Information confidential and shall not **(a)** use any Confidential Information except for the purpose of exercising or performing its rights and obligations under this Agreement; or **(b)** disclose any Confidential Information in whole or in part to any third party, except as expressly permitted by this Section.

8.3 A party may disclose Confidential Information to the extent required by law, by any governmental or other regulatory authority, or by a court or other authority of competent jurisdiction provided that, to the extent it is legally permitted to do so, it gives the other party as much notice of the disclosure as possible.

8.4 Each party reserves all rights in its Confidential Information. No rights or obligations in respect of a party's Confidential Information, other than those expressly stated in this Agreement, are granted to the other party, or are to be implied from this Agreement.

8.5 The above provisions of this Section 8 shall continue to apply after termination of this Agreement.

9. TERMINATION

9.1 Without prejudice to any rights that have accrued under this Agreement or any of its rights or remedies:

- (a) Synamedia may at any time terminate this Agreement with immediate effect by giving written notice to the Customer if the Customer fails to pay any amount due under this Agreement on the due date for payment and remains in default not less than fourteen (14) days after being notified in writing to make such payment;
- (b) Either party may at any time terminate this Agreement with immediate effect by giving written notice to the other party if the other party **(a)** commits a breach of any material term of this Agreement (other than failure to pay any amounts due under this Agreement) and (if such breach is remediable) fails to remedy that breach within a period of thirty (30) days after being notified in writing to do so; **(b)** the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed unable to pay; or **(c)** the other party suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business.

10. FORCE MAJEURE

Neither party shall be in breach of this Agreement nor liable for delay in performing, or failure to perform, any of its obligations under this Agreement if such delay or failure results from events, circumstances or causes beyond its reasonable control. In such circumstances the time for performance shall be extended by a period equivalent to the period during which performance of the obligation has been delayed or failed to be performed.

11. ASSIGNMENT

Synamedia may assign this Agreement without prior notice to the Customer. Other than as stated, this Agreement is personal to the parties and neither party shall assign, transfer, mortgage, charge, subcontract, declare a trust of or deal in any other manner with any of its rights and obligations under this Agreement without the prior written consent of the other party.

12. WAIVER

No failure or delay by a party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

13. NOTICE

13.1 Any notice or other communication required to be given to a party under or in connection with this contract shall be in writing and shall be sent by pre-paid recorded mail first-class post providing proof of delivery, at its principal place of business.

13.2 Any notice or communication shall be deemed to have been received at the time recorded by the delivery service.

13.3 This Section 13 does not apply to the service of any proceedings or other documents in any legal action or,

where applicable, any arbitration or other method of dispute resolution. For the purposes of this Section, writing shall not include e-mail.

14. ENTIRE AGREEMENT

14.1 This Agreement constitutes the entire Agreement between the parties and supersedes and extinguishes all previous Agreements, promises, assurances, warranties, representations, and understandings between them, whether written or oral, relating to its subject matter.

14.2 Each party acknowledges that in entering into this Agreement it does not rely on any statement, representation, assurance, or warranty (whether made innocently or negligently) that is not set out in this Agreement.

14.3 Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Agreement.

14.4 Any terms set out in a Customer PO are excluded and shall have no effect.

15. VARIATION

No variation of this Agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

16. SEVERANCE

16.1 If any provision or part-provision of this Agreement is or becomes invalid, illegal, or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal, and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this Section shall not affect the validity and enforceability of the rest of this Agreement.

16.2 If any provision or part-provision of this Agreement is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

17. NO PARTNERSHIP OR AGENCY

17.1 Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.

17.2 Each party confirms it is acting on its own behalf and not for the benefit of any other person.

18. THIRD-PARTY RIGHTS

No person other than a party to this Agreement shall have any rights to enforce any term of this Agreement.

19. RIGHTS AND REMEDIES

Except as expressly provided in this Agreement, the rights and remedies provided under this Agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

20. GOVERNING LAW AND JURISDICTION

The validity, interpretation, and enforcement of this Agreement shall be governed by the internal laws of the State of Georgia, United States of America, as if performed wholly within the State and without giving effect to principles of conflicts of laws, and the State and Federal courts based in Atlanta, Georgia shall have exclusive jurisdiction over any claim arising hereunder, except as expressly provided below. Notwithstanding the foregoing, either party may seek interim injunctive relief in any court of appropriate jurisdiction with respect to any alleged breach of such party's proprietary rights. The parties specifically disclaim the application of the UN Convention on Contracts for the International Sale of Goods to the interpretation or enforcement of this Agreement.

TECHNICAL SUPPORT AGREEMENT - APPENDIX 1

Additional Services: means any Excluded Maintenance performed by Synamedia under this Agreement.

Additional Services Fees: means the fees applicable for any Excluded Maintenance performed by Synamedia

under this Agreement which shall be based on Synamedia's then current consultancy rates.

Business Day: means a day other than a Saturday, Sunday, or public holiday when banks in the Customer location are open for business.

Charges: means the fees paid by the Customer to Synamedia further to this Agreement.

Confidential Information: means all confidential information (however recorded or preserved) disclosed by a party or its employees, officers, representatives, advisers or subcontractors involved in the provision or receipt of the Services, who need to know the confidential information in question (**Representatives**) to the other party and that party's Representatives in connection with this Agreement, which is either labelled as such or else which should reasonably be considered as confidential because of its nature and the manner of its disclosure.

Corrective Content Maintenance Release: means an incremental Software Maintenance Release that provides maintenance fixes and may provide additional Software functions.

Customer: means any Synamedia customer (i) with a current valid technical support Agreement with Synamedia covering the Maintained Equipment; and (ii) who is not in breach of any its obligations to Synamedia.

Customer Success Manager (CSM): means Synamedia assigned single point of customer contact for support escalations and service assurance.

Dedicated Onsite Engineer (DSE): means technical subject matter expert assigned by Synamedia on a full-time basis to the customer at a preferred location.

Documentation: means all operating manuals and specifications relating to the Maintained Equipment which are available to the Customer from Synamedia.

Excluded Causes:

- a. use of the Maintained Equipment with computer equipment or materials not supplied or approved in writing by Synamedia;
- b. with the exception of any Synamedia authorised FRU replacement, any maintenance, alteration, modification, or adjustment performed by persons other than Synamedia or its employees or agents unless approved in advance in writing by Synamedia;
- c. the Customer or a third party moving the Maintained Equipment;
- d. the use of the Maintained Equipment in breach of any of the provisions of the Agreement under which the Maintained Equipment was supplied;
- e. a failure, interruption or surge in the electrical power or its related infrastructure connected to the Maintained Equipment;
- f. a failure or malfunction in the air conditioning or other environmental controls required for the normal operation of the Maintained Equipment, or an error or omission in the correct use of that air conditioning or other environmental controls by the Customer; or
- g. the neglect or misuse of the Maintained Equipment.

Excluded Maintenance: means any maintenance services required to restore any malfunctioning or failed Maintained Equipment to operational condition where the malfunction or failure results from or is caused by any of the Excluded Causes including without limitation the services listed in Schedule 2.

Engineers: technical support engineers. **Field Replaceable Unit (FRU):** means any component or sub-assembly of an item or unit of Hardware that is new or equivalent to new, in Synamedia's sole discretion, and that reasonably can be replaced at Customer's location. FRUs also may be subject to size and weight limitations.

Feature Set Upgrade: means an upgrade that includes new features or capabilities that may require an additional license fee.

Firmware Release: means software release or upgrade for embedded hardware system

Gold Service Level: means the services as detailed in Schedule 1C.

Hardware: means any Synamedia supplied Hardware.

Hardware Return for Repair Service: means the return of Synamedia hardware for repair by Customer to Synamedia.

Integrated Receiver Decoder (IRD): means a device or system that converts received modulated signals back into their original format suitable for presentation on an device or display.

Location: means the location of the Maintained Equipment.

Maintained Equipment: means the Hardware install base and/or Software that will be registered with Synamedia.

Maintenance Firmware: means a Software release or upgrade for embedded hardware, which does not include new features.

Maintenance Release: means means any Software release where there is a change in the digits to the right of the tenths digit or of the hundredths digit of the Software version number [x.x.(x) or x.x.x.(x)].

Major Release: means an incremental release of Software that provides additional software functions as designated as a change in the ones digit of the Software version number [(x).x.x].

Minor Release: means an incremental release of Software that provides maintenance fixes and additional software functions as designated as a change in the tenths digit of the Software version number [x.(x).x].

Non-Genuine Product: means any and all products(i) to which a Synamedia Partner logo, Synamedia trademark, service mark or any other Synamedia mark has been affixed without Synamedia's prior written consent; (ii) that have not been manufactured by Synamedia or by a licensed manufacturer of Synamedia; (iii) that are produced with the intent to counterfeit or imitate a genuine Synamedia product; or (iv) where any form of copyright notice trademark, logo, confidentiality notice, serial or other product identifier have been removed, altered or destroyed.

Operating Hours: means the hours during which the relevant Service Level is in operation.

Platinum Service Level: means the services as detailed in Schedule 1B.

PO: means purchase order issued for the purchase of Services under this Agreement.

Portal: means the Synamedia support portal used by Customer for raising Support Tickets at <https://videonetworkprod.service-now.com/csm>

Preventative Maintenance: means:

- a. testing that the Maintained Equipment is functional; and
- b. making any adjustments as may be required to ensure the Maintained Equipment remains operational.

Product: means any Synamedia Hardware/Software.

Response Time: means the applicable response times as detailed in the relevant Service Level.

RFR: means return for repair.

RMA: means return materials authorisation policy attached as Schedule 3.

Services: means the technical support service as detailed in the relevant Service Level.

Shipment Information: means contact name, title, address, telephone number and e-mail address.

Service Level: means either (i) Diamond Service Level as described in Schedule 1A; or (ii) Platinum Service Level as described in Schedule 1B, or (iii) Gold Service Level as described in Schedule 1C, or (iv) Bronze Service Level as described in Schedule 1D.

Service Start Date: means the date Services commence by Synamedia as detailed in the quotation.

Software: means Synamedia supplied software. Software means the software programs provided by Synamedia, including any copies, Updates, upgrades, modifications, enhancements, and any derivative works thereof.

Software Support Ticket: means the ServiceNow INC number used to track a service request.

Standard Business Hours: means 8.00 am to 5.00 pm on a Business Day.

Support Ticket: means Synamedia ServiceNow INC number used to track service request.

Synamedia: means the relevant Synamedia corporate entity responsible for providing the Services.

Term: means the duration for which the Services will be supplied to the Customer.

Update: means Corrective Content Maintenance Releases, Minor Releases and Major Releases containing the same configuration or feature set as originally acquired unless the Customer has upgraded the applicable Hardware or Software to a configuration or feature set other than what was originally acquired and the applicable license fee for that upgrade has been paid. Updates do not include Feature Set Upgrades.

VCON Support: means support for (i) Explorer Controller; (ii) DNCS; (iii) iDNCS; (iv) TED; (v) DTACS; (vi) PCG; and (vii) VSRM.

TECHNICAL SUPPORT AGREEMENT

Schedule 1 - Synamedia Technical Support Services

1. Synamedia will grant the Customer restricted access to the Portal (where available). The Customer may access helpful technical and general information on Synamedia products and solutions. The Customer may use the Portal to (i) create Support Tickets; (ii) check the status of any existing Support Tickets; and (iii) generate Support Tickets.
2. The Customer shall raise a Support Ticket in the Portal providing an appropriate Severity Level in accordance with the Synamedia Severity and Escalation Guidelines as set out below:

SEVERITY DEFINITIONS	
Severity 1	means an existing production network is down or there is a critical impact to Customer's business operation. Customer and Synamedia will both commit full-time resources to resolve the situation during Operational Hours.
Severity 2	means operation of an existing network or environment is severely degraded or significant aspects of Customer's business operation are negatively impacted by unacceptable network or environment performance. Customer and Synamedia will both commit full-time resources during Operational Hours to resolve the situation
Severity 3	means operational performance of the production network is impaired, although most business operations remain functional. Customer and Synamedia both are both willing to commit resources during Operational Hours to restore service to satisfactory levels.
Severity 4	means information is required on Synamedia product capabilities, installation, or configuration. There is little or no impact to Customer's business operation. Customer and Synamedia are both willing to provide resources during Operational Hours to provide information or assistance as requested.

3. Synamedia reserves the right to reclassify the severity of Support Tickets where they have been prioritised inappropriately.
4. If a Customer does not believe that (i) adequate progress is being made on a Support Ticket; or (ii) the quality of the Services is satisfactory; or (iii) the Support Ticket has been reclassified appropriately the Customer may escalate the incident to the appropriate level of Synamedia management by asking for the Technical Support duty manager.

ESCALATION GUIDELINES				
Elapsed Time**	Severity 1	Severity 2	Severity 3	Severity 4
15 minutes	TS Team Alert (Customer Success Manager* copied, TS Manager copied)	-	-	-
1 hour	Customer Success Manager* Alert Team Alert (TS Manager copied)	Customer Success Manager* Alert	-	-
2 hours	TS Manager (Customer Success Manager*, Global TS Managers and Duty Managers copied)	TS Manager Alert (Customer Success Manager* copied)	-	-
4 hours	TS Director	TS Manager (Global Managers and Duty Managers copied)	-	-
8 hours	TS Director Second Alert	TS Director	-	-
12 hours	VP Services	TS Director Second Alert	-	-
24 hours	-	VP Services	-	-
48 hours	-	-	TS Manager/CSM*	-
72 hours	-	-	TS Manager/CSM*	-
96 hours	-	-	TS Manager/CSM*	TS Manager/CSM*
*Customer Success Manager (CSM) is applicable only to Diamond and Platinum Service Levels				
**Elapsed time from initial Synamedia response to Support Ticket				

5. The Customer acknowledges that Synamedia will only support generally available Synamedia Products and Software releases/versions unless agreed otherwise in writing.
6. Customer Responsibilities
 - a. The Customer shall ensure that Shipment Information is accurate at all times.
 - b. The Customer shall be responsible for safeguarding credentials provided by Synamedia to access the Portal restricting access to such credentials to those employees and contractors who have a bona fide need to access the Portal. The Customer shall notify Synamedia immediately in the event the security of the credentials is compromised.
 - c. Customer shall provide at its own expense reasonable access to the Maintained Equipment through the internet of appropriate bandwidth to establish a data communication link between the Customer and Synamedia Engineers and passwords to allow incidents to be diagnosed and where possible remotely corrected.
 - d. The Customer shall regularly make back-up Software images and configurations and provide those images and configurations to Synamedia to assist with incident resolution.
 - e. Customer shall upon request by Synamedia:

- i. and upon creation of a Support Ticket provide information about the Maintained Equipment including valid and applicable serial numbers and detailed location information.
 - ii. provide a list of all Customer personnel authorised to contact Synamedia or use the Portal which shall be held by Synamedia. Customer shall regularly review the authorised personnel list and shall be responsible for advising Synamedia of any changes on an ongoing basis.
 - iii. apply the latest version of any applicable Software where Synamedia advises the Customer that this will correct a reported problem.
- f. Customer will provide (i) data communication access for use by Synamedia software to transmit inventory data to Synamedia and to allow Synamedia to provide support remotely; and (ii) the Synamedia Software with Simple Network Management Protocol and OS-level Command Line Interface access to all Synamedia products within the Maintained Equipment. Customer shall provide thirty (30) days' notice of any requested additions to the Maintained Equipment. Once the Maintained Equipment has been modified to include the notified additions and where Synamedia has accepted such modifications, Synamedia will only provide Services after thirty (30) days have elapsed from the effective date of the Customer's Maintained Equipment modifications.
- g. Upon relocation of any Hardware or Software forming part of the Maintained Equipment the Customer shall notify Synamedia within thirty (30) days of such relocation through the Portal. Synamedia will only provide Services after thirty (30) days have elapsed from the date of Customer's relocation notification.
- h. Customer shall notify Synamedia of any modification to the Maintained Equipment and its configuration including without limitation any changes to FRUs not in the original configuration within five (5) days of such modification. Synamedia will only provide Services after thirty (30) days have elapsed from the date of Customer's modification notification and where Synamedia has accepted such modifications.

Any Customer technical support issue occurring during the thirty (30) day period as set out in Sections 6f, 6g and 6h above shall be deemed Excluded Maintenance.

- 7. The Customer shall assist Synamedia in troubleshooting failed Hardware down to the FRU level before initiating the RMA procedure.
- 8. The Customer shall return at Customer's cost any defective FRUs within ten (10) days of the ship date of the advanced replacement FRUs. In the event that defective FRUs are not received by Synamedia within 30 days after the advanced replacement FRU shipment date Synamedia reserves the right to charge liquidated damages equivalent to the full list price of the defective FRUs not returned in accordance with Synamedia's RMA procedure. With regard to defective FRUs:
 - a. Customer is responsible for ensuring proper packaging of the defective FRUs for return and the packaging must include a description of the failure and the written specifications or any changes or alterations made to such FRUs.
 - b. In the case of Hardware Return for Repair Service failed FRUs must be received by Synamedia within sixty (60) days of RMA issuance and Customer is responsible for delivering at its expense the failed FRUs to Synamedia's nominated facility safely packaged and undamaged.
 - c. All defective FRUs shall be shipped to Synamedia DDP (Incoterms 2020) including any applicable import duties, taxes, and fees.
 - d. Customer should review Synamedia receipt notification to confirm the hardware and quantity received by Synamedia.
- 9. In the event that Synamedia needs to attend at a Customer location or the Maintained Equipment's physical location then the Customer:
 - a. Shall provide Telnet File Transfer Protocol capabilities or internet access for the purpose of downloading Software images by Synamedia personnel.
 - b. Shall provide a safe and appropriate work environment for Synamedia personnel with reasonable access, working space including heat, light and ventilation, electric current and outlets and local telephone extension (or toll free domestic and international access to Synamedia) for use by Synamedia personnel on site.
 - c. Ensure that all Maintained Equipment is installed below ten (10) feet. For any Maintained Equipment installed above four (4) feet the Customer shall provide ladders and/or safety equipment to allow

- Synamedia personnel to reach the height of the Maintained Equipment.
- d. Provide Synamedia personnel with (i) a named point of contact prior to delivery of equipment by Synamedia personnel; and (ii) safety and security protection of Synamedia's personnel when attending at any unmanned site.

SCHEDULE 1A – DIAMOND SERVICE LEVEL

PART A - Diamond Hardware Support

1. For support agreements over \$2,000,000 per year (hardware & software combined total) and where Customer has purchased Diamond Hardware Support, Synamedia shall provide the Customer with access to both a Customer Success Manager and Dedicated Onsite Engineer (DSE).
2. Synamedia shall provide the Customer with access to Engineers 24 hours per day, 7 days per week.
3. Synamedia shall use all reasonable efforts to respond to a hardware support ticket in accordance with Table 1 below:

Table 1	
Severity	Response Time
1	15 minutes
2	15 minutes
3	1 hour
4	1 hour

4. Where appropriate Synamedia will provide Firmware Releases and Maintenance Firmware bug fixes to resolve a Support Ticket.
5. If Synamedia is unable to resolve a Support Ticket relating to Hardware using Firmware Releases and Maintenance Firmware bug fixes, then Synamedia will (subject to geographic and weight restrictions that may apply at Customer's location), use commercially reasonable efforts to provide Next Business Day Advanced Hardware Replacement support.

RMA Service Level	Description
7x24xNext Business Day	An Advanced Replacement will ship the Next Business Day provided both the Customer's and Synamedia's diagnosis and determination of the failed Hardware have been made before 12 p.m., local Depot Time. For requests after 12:00 p.m., Depot Time, the Advanced Replacement will ship the following next Business Day. Synamedia will ship the Advanced Replacement at its cost. The Customer shall return at Customer's cost any defective Hardware within ten (10) days of the ship date of the Advanced Replacement.

The destination country importation, compliance with US export controls and customs processes may affect actual delivery times. Advanced Replacement to and from the European Union will be shipped Delivered Duty Paid (DDP) (value added tax/goods and services tax unpaid) (Incoterms 2020). All other Advance Replacement will be shipped Delivered At Place Unloaded (DPU) (Incoterms 2020), exclusive of any import duties, taxes, and fees, where applicable. All Advanced Replacement will be shipped using Synamedia's preferred carrier, freight prepaid by Synamedia. Requests for alternate carriers will be at Customer's expense. Chassis and line card Advanced Replacement Service must be at the same level of coverage. Synamedia will provide Customer with Advanced Replacement(s) that are either new or equivalent to new.

PART B- Diamond Software Support

1. For support agreements over \$2,000,000 per year (hardware & software combined total) and where Customer has purchased Diamond Software Support, Synamedia shall provide the Customer with access to both a Customer Success Manager (CSM) and Dedicated Onsite Engineer (DSE).
2. Synamedia shall provide the Customer with access to engineers 24 hours per day 7 days per week.
3. Synamedia will provide assistance with Product use, configuration and troubleshooting of reported issues.
4. Synamedia shall use reasonable efforts to respond to a Software Support Ticket in accordance with Table 2

below:

Table 2	
Severity	Response Time
1	15 minutes
2	15 minutes
3	1 hour
4	1 hour

- In order to resolve a Software Support Ticket, Synamedia may provide in its discretion: (i) performance enhancements; and/or (ii) major and minor Software releases based on purchased licenses. In addition, Synamedia may use commercially reasonable efforts to make either a workaround solution, Software patch or Corrective Content Maintenance Release available from the Portal for Customer download or by electronic transfer to the Customer. If a Feature Set Upgrade is licensed Customer will be entitled to upgrades subject to the upgrade fees applicable for the licensed software.
- Software releases and supporting Documentation will be made available in the Portal. Downloads of supporting Documentation, if available, is limited to one copy per Software release. Customer may request the purchase of additional copies from Synamedia.

SCHEDULE 1B - PLATINUM SERVICE LEVEL

PART A - Platinum Hardware Support

- Synamedia shall provide the Customer with access to a Customer Success Manager.
- Synamedia shall provide the Customer with access to Engineers 24 hours per day 7 days per week.
- Synamedia shall use all reasonable efforts to respond to a hardware support ticket in accordance with Table 1 below:

Table 1	
Severity	Response Time
1	15 minutes
2	15 minutes
3	1 hour
4	1 hour

- Where appropriate Synamedia will provide Firmware Releases and Maintenance Firmware bug fixes to resolve a Support Ticket.
- If Synamedia is unable to resolve a Support Ticket relating to Hardware using Firmware Releases and Maintenance Firmware bug fixes then Synamedia will (subject to geographic and weight restrictions that may apply at Customer's location) use commercially reasonable efforts to provide Next Business Day Advanced Hardware Replacement support.
- VCON Support purchased separately by a Customer for the relevant hardware elements is provided at the Platinum Hardware Support level

RMA Service Level	Description
7x24xNext Business Day	An Advanced Replacement will ship the Next Business Day provided both the Customer's and Synamedia's diagnosis and determination of the failed Hardware have been made before 12 p.m., Depot Time. For requests after 12:00 p.m., Depot Time, the Advanced Replacement will ship the following next Business Day.. Synamedia will ship the Advanced Replacement at its cost. The Customer shall return at Customer's cost any defective Hardware within ten (10) days of the ship date of the Advanced Replacement.

The destination country importation, compliance with US export controls and customs processes may affect actual delivery times. Advanced Replacement to and from the European Union will be shipped Delivered

Duty Paid (DDP) (**value added tax/goods and services tax unpaid**) (Incoterms 2020). All other Advance Replacement will be shipped Delivered At Place Unloaded (DPU) (Incoterms 2020), exclusive of any import duties, taxes, and fees, where applicable. All Advanced Replacement will be shipped using Synamedia's preferred carrier, freight prepaid by Synamedia. Requests for alternate carriers will be at Customer's expense. Chassis and line card Advanced Replacement Service must be at the same level of coverage. Synamedia will provide Customer with Advanced Replacement(s) that are either new or equivalent to new.

PART B- Platinum Software Support

1. Synamedia shall provide the Customer with access to a Customer Success Manager.
2. Synamedia shall provide the Customer with access to Engineers 24 hours per day 7 days per week.
3. Synamedia will provide assistance with Product use, configuration and troubleshooting of reported issues.
4. VCON Support purchased separately by a Customer for the relevant software elements is provided at the Platinum Software Support level.
5. Synamedia shall use all reasonable efforts to respond to a Software Support Ticket in accordance with Table 2 below:

Table 2	
Severity	Response Time
1	15 minutes
2	15 minutes
3	1 hour
4	1 hour

In order to resolve a Software Support Ticket Synamedia may provide (i) performance enhancements; (ii) major and minor Software releases based on purchased licenses. In addition, Synamedia may use commercially reasonable efforts to make either a workaround solution, Software patch or Corrective Content Maintenance Release available from the Portal for Customer download or by electronic transfer to the Customer. If a Feature Set Upgrade is licensed Customer will be entitled to upgrades subject to the upgrade fees applicable for the licensed software.

Software releases and supporting Documentation will be made available in the Portal. Downloads of supporting Documentation if available is limited to one copy per Software release. Customer may request the purchase of additional of copies from Synamedia.

TECHNICAL SUPPORT AGREEMENT

SCHEDULE 1C - GOLD SERVICE LEVEL

PART A - Gold Hardware Support

1. Synamedia shall provide the Customer with access to Engineers between 8 am and 5pm local time Monday through Sunday, excluding local public holidays.
2. Synamedia shall use all reasonable efforts to respond to a hardware support ticket in accordance with Table 1 below:

Table 1	
Severity	Response Time
1	2 Business Hours
2	2 Business Hours
3	Next Business Day during local standard business hours.
4	Next Business Day during local standard business hours.

3. Where appropriate Synamedia will provide Hardware Return for Repair Service ("RFR"). Customer is responsible for returning failed Hardware to Synamedia for replacement. Synamedia will use commercially reasonable efforts to Customer pre-pay ship the repaired or replaced/exchanged Hardware within thirty days from the date of receipt of Hardware return from Customer. FRUs will be shipped separately and Synamedia will not ship FRUs pre-assembled. The pricing for any replacement Hardware will be based on the Customer purchased Hardware install base.

RMA Service Level	Description
Return for Repair (RFR)	Not applicable for all Synamedia Products. Customer returns at its cost failed Hardware to Synamedia for repair. Failed Hardware is repaired or replaced/exchanged. All applicable engineering changes orders (ECO) are incorporated and the unit is fully tested to Synamedia published specifications. Cosmetic repairs are performed in accordance with Synamedia's repair standard including replacing any cracked, scratched, or damaged covers, as required. Additional charges may apply if Synamedia determines the failed Hardware is beyond economic repair or no problem is found. Synamedia will use commercially reasonable efforts to repair failed Hardware. Repaired unit will be shipped to Customer by Synamedia at its cost. On receipt of failed Hardware returned under an RMA number, a receipt notification e-mail will be sent. Synamedia shall endeavor to repair Defective units within 20 working days from the date of receipt at the Synamedia repair center.

PART B- Gold Software Support

1. Synamedia shall provide the Customer with access to Engineers 8 am to 5pm local time, Monday to Sunday, 7 days a week, excluding local public holidays.
2. Synamedia will provide assistance with Product use, configuration and troubleshooting of reported issues.
3. Synamedia shall use all reasonable efforts to respond to a Software Support Ticket in accordance with Table 2 below:

Table 2	
Severity	Response Time
1	2 Business Hours

2	2 Business Hours
3	Next Business Day during local standard business hours.
4	Next Business Day during local standard business hours.

- In order to resolve a Software Support Ticket Synamedia may use commercially reasonable efforts to provide a workaround solution, Software patch or Corrective Content Maintenance Release available from the Portal for Customer download or by electronic transfer to the Customer. Updates to Software may be applied where available and requested by Customer. If a Feature Set Upgrade is licensed Customer will be entitled to upgrades subject to the upgrade fees applicable for the licensed software.
- Software releases and supporting Documentation will be made available in the Portal. Downloads of supporting Documentation if available is limited to one copy per Software release. Customer may request the purchase of additional of copies from Synamedia.

SCHEDULE 1D - BRONZE SERVICE LEVEL (NOT AVAILABLE IN NORTH AMERICA)

PART A - Bronze Hardware Support

- Synamedia shall provide the Customer with access to Engineers between 8 am and 5pm local time Monday to Friday, excluding local public holidays.
- Synamedia shall use all reasonable efforts to respond to a hardware support ticket in accordance with Table 1 below:

Table 1	
Severity	Response Time
1	4 Business Hours
2	4 Business Hours
3	Next Business Day during local standard business hours.
4	Next Business Day during local standard business hours.

- Where appropriate, Synamedia will provide Hardware Return for Repair Service (“RFR”). Customer is responsible for returning failed Hardware to Synamedia for replacement. Synamedia will use commercially reasonable efforts to Customer pre-pay ship the repaired or replaced/exchanged Hardware within thirty days from the date of receipt of Hardware return from Customer. FRUs will be shipped separately and Synamedia will not ship FRUs pre-assembled. The pricing for any replacement Hardware will be based on the Customer purchased Hardware install base.

RMA Service Level	Description
Return for Repair (RFR)	<p>Not applicable for all Synamedia Products. Customer returns at its cost failed Hardware to Synamedia for repair. Failed Hardware is repaired or replaced/exchanged. All applicable engineering changes orders (ECO) are incorporated and the unit is fully tested to Synamedia published specifications. Cosmetic repairs are performed in accordance with Synamedia's repair standard including replacing any cracked, scratched, or damaged covers, as required. Additional charges may apply if Synamedia determines the failed Hardware is beyond economic repair or no problem is found. Synamedia will use commercially reasonable efforts to repair failed Hardware. Repaired unit will be shipped to Customer by Synamedia at its cost. On receipt of failed Hardware returned under an RMA number, a receipt notification e-mail will be sent. Synamedia shall endeavor to repair Defective units within 20 working days from the date of receipt at the Synamedia repair center.</p>

PART B- Bronze Software Support

1. Synamedia shall provide the Customer with access to Engineers 8 am to 5pm local time, Monday through Friday, excluding local public holidays.
2. Synamedia will provide assistance with Product use, configuration and troubleshooting of reported issues.
3. Synamedia shall use commercially reasonable efforts to respond to a Software Support Ticket in accordance with Table 2 below:

Severity	Response Time
1	4 Business Hours
2	4 Business Hours
3	Next Business Day during local standard business hours.
4	Next Business Day during local standard business hours.

4. In order to resolve a Software Support Ticket, Synamedia may use commercially reasonable efforts to provide a workaround solution, Software patch or Corrective Content Maintenance Release available from the Portal for Customer download or by electronic transfer to the Customer. Updates to Software may be applied where available and requested by Customer. If a Feature Set Upgrade is licensed, Customer will be entitled to upgrades subject to the upgrade fees applicable for the licensed software.
5. Software releases and supporting Documentation will be made available in the Portal. Downloads of supporting Documentation, if available, is limited to one copy per Software release. Customer may request the purchase of additional of copies from Synamedia.

TECHNICAL SUPPORT AGREEMENT SCHEDULE 2 – EXCLUDED MAINTENANCE

The Services exclude without limitation, the following:

- Services are only provided for generally available Products and Software releases/versions, unless agreed otherwise.
- Services that require specific nationality, citizenship, language, or any security clearance (i.e., secret, top secret) in a foreign country by Synamedia personnel or its subcontractors, unless otherwise expressly agreed by Synamedia.
- Any customization of, or labor to install, Software and Hardware (including installation of updates).
- Security updates or upgrades not provided by Synamedia as well as any form of operational security services that may be offered subject to payment of a separate fee.
- Furnishing of supplies, accessories, or the replacement of expendable parts (e.g., batteries, cables, blower assemblies, power cords, and rack mounting kits).
- Electrical or site work external to the Products.
- Any expenses incurred to visit Customer's or Maintained Equipment location, except as required during escalation of incidents by Synamedia.
- Service for Hardware that is installed outdoors or that is installed indoors but requires special equipment to perform such services.
- Hardware replacement (including those replacements due to pervasive issues documented in an engineering change notice or field alert) in quantities greater than three (3) FRUs unless Customer has troubleshoot each failed Hardware down to the FRU level.
- Services performed at domestic residences.
- Support or replacement of Product that is altered, modified, mishandled, destroyed or damaged by one or more of the following: (i) natural causes; (ii) environmental failures; (iii) your failure to take any required actions; (iv) a negligent or willful act or omission by you or use by you other than as specified in the applicable Synamedia-supplied documentation; or (v) an act or omission of a third party.
- Services for Product for which a valid license for the Product is not in place or which was purchased from a source other than Synamedia or its authorized resellers. Synamedia reserves the right to either suspend support service contract associated with such Products until such time as any applicable inspection is conducted and any applicable relicensing fees are paid for such Products, or to terminate the support service contract.
- Services for Product that Synamedia determines is Non-Genuine Product. Synamedia reserves the right to terminate any associated support service contract with immediate effect, and any replacement parts or other materials made available in connection with that Non-Genuine Product must be returned to Synamedia.
- Services for Products where the services are entitled to parties other than the requestor.
- Support or replacement of Product that was inoperable prior to purchase of a maintenance contract with Synamedia.
- Services for Products for which a valid maintenance contract is not in place.

- Services for Products in which the entitled party has not initiated the service request.
- Support of Product beyond the identified End of Support (EOS) date regardless of whether such Product has been included in any Chassis-based service pricing.
- Services or software to resolve Software or Hardware problems resulting from third party products or causes beyond Synamedia's control or failure to perform your responsibilities set out in this document.
- Services for non-Synamedia Software installed on any Synamedia Product.
- Services for any Software and Hardware that is not being used in a production environment.
- Any Hardware or third-party product upgrade required to run new or updated Software.
- Erasure or other removal of any customer or third-party data on Products (or parts thereof) returned, repaired, or otherwise handled by Synamedia.
- Additional Services are provided at the then-current time and materials rates.
- Except as otherwise agreed, Software entitlement, including media, documentation, binary code, source code or access in electronic or other form is not provided. In addition, except as otherwise provided, no right, use or license to our Software is granted and you acknowledge and agree that you obtain no such rights.
- Open-source community supported project software editions are not considered as production-ready Open Source by Synamedia and are not supported by Synamedia under a service contract. The non-entitlement policies posted at <https://www.synamedia.com/policy-centre/> are incorporated into this Agreement.

SCHEDULE 3 – RMA POLICY

IMPORTANT: THE CUSTOMER ACKNOWLEDGES THAT THE RMA POLICY IN THIS SCHEDULE 3 IS SUBJECT TO CHANGE FROM TIME TO TIME AND THE CUSTOMER SHALL CHECK FOR THE LATEST VERSION ON THE SYNAMEDIA WEBSITE AT <https://www.synamedia.com/policy-centre/>.

OPTIONAL SERVICES (NOT INCLUDED AS PART OF TECHNICAL SUPPORT)

Customer may purchase additional support services:

IRD REPAIR:

Repairs for IRD products may be purchased at additional cost.

Last Date of Support (LDOS) EXTENDED SERVICES:

In some cases, Synamedia may offer extended platinum level support for products where the LDOS has passed.

ADDITIONAL FEES APPLY TO ALL OPTIONAL SERVICES.

Please contact your sales or renewal representative for more information.