

# Service Proposal

(hereafter called Agreement)

BETWEEN

**ST Engineering iDirect (Europe) CY NV**

Laarstraat 5

B-9100 Sint-Niklaas

BELGIUM

(hereafter called **Supplier or ST Engineering iDirect**)

and

**Group Imagen Mexico**

Mariano Escobedo 700

Mexico, Distrito Federal 11590

Mexico

(hereafter called **Customer**)

Herein individually referred to as the “Party” and jointly as the “Parties”. Customer and Supplier agree upon selecting Service Level **<Service Level>** of which the maintenance and support services are subject to the terms of this Agreement and according to annexes part of this Agreement.

Annex A – Service Description

Annex B - Communication Matrix

Annex C - Products covered by the Agreement

HARDWARE

Product	Quantity
Dialog HUB6504	1
M6100 R1 Satellite Modulator	2
M6100 R2.1 Satellite Modulator	1
MCD6000 R1 Multi-Carrier Demod. (HRC)	2
HP BL460c Gen8 Server	4
AZ212 Redundancy Switch	1

## LICENSES

License	Quantity
Forward Throughput License DVB-S2	1
Return Throughput License DVB-S2	1
Provisioned Terminals License	1

Annex D - Service Prices

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## SPECIFIC TERMS & CONDITIONS FOR SERVICE DELIVERY

### 1. Purpose

1.1 These Terms and Conditions are supplementary to and should be read in conjunction ST Engineering iDirect Terms and Conditions.

### 2. Quality of Services

2.1 ST Engineering iDirect warrants to Customer that:

- (a) it shall obtain and maintain in force for the Maintenance and Support Services Term all licenses, permissions, authorizations, consents and permits needed to provide the Maintenance and Support Services in accordance with the terms of this Agreement;
- (b) ST Engineering iDirect shall perform the Maintenance and Support Services with reasonable care and skill and in accordance with generally recognized commercial practices and standards in the relevant industry for similar services;
- (c) and the Maintenance and Support Services shall be provided in accordance with all applicable legislation from time to time in force, and ST Engineering iDirect shall inform Customer as soon as it becomes aware of any changes in that legislation.

2.2 The provisions of this clause 2 shall survive any performance, acceptance or payment under this Agreement and shall extend to any substituted or remedial services provided by ST Engineering iDirect.

### 3. Supplier's Obligations and Responsibilities

3.1 ST Engineering iDirect shall:

- (a) provide the Maintenance and Support Services to Customer in accordance with the terms of this Agreement and any service levels or performance milestones set out in Annex A;
- (b) use commercially reasonable efforts to seek to improve the performance of the Maintenance and Support Services.
- (c) cooperate with Customer in all matters relating to the Maintenance and Support Services;
- (d) ensure that the Services team use reasonable skill and care in the performance of the Maintenance and Support Services;
- (e) observe and ensure that the Services team observes, all health and safety rules and regulations and any other reasonable security requirements that apply at Customer's premises and that have been communicated to it under clause 4.1(d). The Supplier shall not be liable under this agreement if, as a result of this clause, it is in breach of any of its obligations under this Agreement;

### 4. Customer's Obligations and Responsibilities

4.1 Customer shall:

- (a) co-operate with ST Engineering iDirect in all matters relating to the Maintenance and Support Services;
- (b) provide remote access in order to enable Supplier to deliver Support Services remotely. Both Parties shall agree on type of implementation of the remote connection before starting to render any services under this Agreement.
- (d) provide any access to Customer's premises and other facilities as may reasonably be requested by ST Engineering iDirect and agreed with Customer in advance, for the purposes of providing the Maintenance and Support Services;
- (d) provide any information that ST Engineering iDirect reasonably requests and Customer considers reasonably necessary, in order to carry out the Maintenance and Support Services, in a timely manner, and use reasonable endeavors to ensure that it is accurate in all material respects;
- (e) inform ST Engineering iDirect of all health and safety rules and regulations and any other reasonable security requirements that apply at Customer's premises;

### 5. Price and Payment

5.1 ST Engineering iDirect shall invoice Customer periodically in advance for the Maintenance and Support Services.

## **6. Change Control**

- 6.1 Customer may cancel or amend a Services purchase order submitted to ST Engineering iDirect by providing ST Engineering iDirect with written notice any time up to and including 3 (three) Business Days after submission of said Services purchase order or until ST Engineering iDirect has issued a Services purchase order confirmation, whichever comes first.
- 6.2 Customer and the Services Manager shall meet at least annually to discuss matters relating to the Maintenance and Support Services.
- 6.3 If either party wishes to change the scope or execution of the Maintenance and Support Services it shall submit a change notice to the other party and ST Engineering iDirect shall, within a reasonable time and in any event no later than 10 Business Days following receipt or delivery of the change notice, provide a written estimate to Customer containing:
- (a) the likely time required to implement the change;
  - (b) a full and detailed breakdown of any price increase or decrease;
  - (c) and details of any other impacts of the change on this Agreement, (a change response).
- 6.4 On receipt of a change response, Customer may within 5 Business Days
- (a) agree to any price alteration, and place an order based on the revision;
  - (b) or decline any price alteration, and purchase the Maintenance and Support Services at the Services purchase order Price in accordance with the original Services purchase order.
- 6.5 If Customer, in accordance with clause 6.4(b), rejects the proposals of ST Engineering iDirect set out in their change response, the change notice does not invalidate or supersede the original Services purchase order. In such circumstances, a reasonable time extension will be permitted to ST Engineering iDirect, if Customer has caused delay to the commencement of the original Services purchase order in deciding whether to implement the request for Change.
- 6.6 Within this Agreement, Customer shall have the right to change the Service Level by written notice to the other Party at least three (3) months prior to the expiration of each one (1) year period.
- 6.7 These Terms and Conditions shall not be modified except in accordance with this clause 6.

## ANNEX A - SERVICE DESCRIPTION

### INTRODUCTION

Care Plan is available in three (3) pre-defined Service Levels which can be amended with Care Plan options for a comprehensive bundle of services with SLA-based performance. ST Engineering iDirect will assign a dedicated SLA manager and meet you for regular performance reviews.

The main Services, specified in Care Plan (Basic/Enhanced/Premium Service level) are:

- 1 Technical Support
- 2 Hardware Warranty (Hardware Warranty extension) and Hardware Support
- 3 Software Warranty (Software Warranty extension) and Software Support
- 4 Moreover Care Plan offers the possibility to order specific interventions ad-hoc at contractually agreed tariffs: remote Services like remote sanity check or remote preventive maintenance, field Services like on-site corrective interventions or preventive maintenance visit.

CARE Plan basic	CARE Plan enhanced	CARE Plan premium	Legend
			Care Plan options Care Plan defaults
<b>Technical Support – SLA based Response Time</b>			<b>Remote Services</b> orderable per event at Care Plan rate
24/7/365 Emergency Technical Support (critical incidents)	24/7/365 Emergency Technical Support (critical incidents)	24/7/365 Emergency Technical Support (critical incidents)	Remote Sanity Check
8/7/365 Emergency Technical Support (critical incidents)	8/7/365 Emergency Technical Support (critical incidents)	Business Hours Technical Support (non-critical incidents)	Remote Preventive Maintenance
Business Hours Technical Support	Business Hours Technical Support		
<b>Hardware Warranty – SLA based Repair Services</b>			<b>Field Services</b> orderable per event at Care Plan rate
Advance Hardware Replacement	Advance Hardware Replacement	Advance Hardware Replacement	On-Site Upgrade Installation
Standard Repair ≤ 15 Business Days Repair Time	Expedited Standard Repair ≤ 10 Business Days Repair Time	Expedited Standard Repair ≤ 10 Business Days Repair Time	On-Site Corrective Interventions
Extended Hardware Warranty	Extended Hardware Warranty	Extended Hardware Warranty	On-Site Preventive Maintenance
<b>Software Warranty – Platform Upgrades</b>			
Business Hours Remote SW installation	BH Remote SW installation	Extended BH Remote SW installation	
Access to Software Updates & Upgrades	Access to Software Updates & Upgrades	Access to Software Updates & Upgrades	
Software Release Notification	Software Release Notification	Software Release Notification	

All ST Engineering iDirect Services are under ISO 9001:2008 with regular process audits. Detailed process descriptions in line with industry standards (ITIL, PMI...) are available for audits.

## DEFINITIONS FOR SERVICE DELIVERY

**ARC** stands for ST Engineering iDirect Authorized Repair Center.

**ATSC** stands for ST Engineering iDirect Authorized Terminal Service Center.

**Bug** (or “Software Bug”) is an error, flaw, mistake, failure or fault in a computer program that prevents it from behaving as designed or as intended to be designed (e.g. producing an incorrect or unexpected result).

**Business Days** [BD] means days of the week excluding weekends (Monday to Friday) and not being Supplier holidays. Supplier holidays are the official Belgian banking holidays plus those yearly fixed holidays indicated on a list published on the ST Engineering iDirect website.

**Business Hours** [BH] means time between 9:00 and 17:00 RSC local time on Business Days.

**Complaint** verbally or in writing addressed to the company or an employee of the company, in which a customer or partner is complaining about a condition in his disadvantage extending outside the realm of the standard incident, problem and escalation management processes and in which he is expressing explicit dissatisfaction about a product, service or perceived non conformity.

**Dispatching time** means the maximum time between the receipt of a request from Customer for Advance Replacement and the dispatching of a replacement unit by Supplier.

**Hardware** means the physical equipment, peripherals and electronic circuitry as supplied within the System.

**Hub** means the central baseband system including Hardware (excluding remote terminals), Software and Licenses.

**Incident** means an event which causes a temporary interruption or a reduction in the performance of the System or part of the System. Restoration and resolution can be achieved by: hardware exchange, configuration change or restore, workaround/patch, Software fix deployment.

**Maintenance window** means a prescheduled and mutually agreed period of time when the System can be taken off-line for maintenance activities.

**Newtec Certified Implementation Professional** [NCIP] means any certified engineer of Customer’s staff who has successfully passed the training provided by Supplier. Newtec Certified Implementation Professional will typically be responsible for performing field and maintenance Services.

**Newtec Certified Operation Professional** [NCOP] means any certified engineer of Customer’s staff who has successfully passed the training provided by Supplier. Newtec Certified Operation Professional will typically be responsible for performing L2/L3 Support Services.

**Newtec Certified Product Associate** [NCPA] means any certified engineer of Customer’s staff who has successfully passed the basic product application and technology training provided by Supplier.

**Newtec Certified Solution Professional** [NCSP] means any certified engineer of Customer’s staff who has successfully passed the training provided by Supplier. Newtec Certified Solution Professional will typically be responsible for performing technical commercial activities based on ST Engineering iDirect solutions.

**NBD** stands for next Business Day

**NOC** means Customer’s Network Operations Centre which is one or more locations from which control is exercised over the network.

**Problem** means the non-conformity of the System with the specifications of the System. A Problem exists where such can be demonstrated.

**Reasonable Effort** means that Supplier will deploy all reasonable means and efforts to perform the requested maintenance and support services according to the provisions of the Terms and Conditions, it being understood that there is no legal obligation to achieve a certain result.

**Repair time** means the time between the reception of a defective unit at the ST Engineering iDirect Repair Center and the return shipment of the repaired unit from the ST Engineering iDirect Repair Center

**Resolution time** means the maximum time between the receipt of an Incident call and the time the Incident is resolved.

**Response time** means the maximum time between the receipt of an Incident call and the start of supportive actions by Supplier.

**Restoration time** means the time between the receipt of an Incident call from Customer by Supplier and the time the System is restored into a Secured State.

**RCA** stands for Root Cause Analysis

**RMA** stands for Return Material Authorization which is a numbered authorization provided by Supplier to permit Customer to return an equipment. Customer is instructed to mark this number on the package. The issuance of an RMA is a key gatekeeping moment in the reverse logistics cycle.

**RSC** shall stand for Regional Support Centre.

**Secured State** means the state in which the System is in stable and functional operation.

**Serial Number** means a unique and permanent identifier of each delivered good.

**Service Desk** means the service desk as operated by Supplier.

**Service Level** means a well-defined range of services against specified Service performance indicators. It describes, usually in measurable terms, the services Supplier furnishes Customer within a given time period.

**Service Level Agreement [SLA]** means a service contract where a service is formally defined. Particular aspects of the service - scope, quality, responsibilities - are agreed between Supplier and Customer.

**Software** means all or any part of the specific collection of application programs developed to exploit the System (including patches, updates and upgrades), which are licensed to Customer.

**Standard Changes** are pre-approved changes that are considered relatively low risk, low impact, are performed frequently, and follow a documented procedure. Standard Changes are not tracked as a Request for Change (RFC), but are tracked as Service Requests.

**Stop-the-clock** means mutually agreed (which agreement shall not unreasonably be withheld by either party) suspension of a Service Level Objective as defined in the SLA in circumstances when the Supplier cannot be held responsible for certain conditions affecting the Service Level. Until blocking conditions are lifted, the resulting delay will be subtracted from the Service Level Objective.

**Support Window** means specific time frame during which Supplier will deliver specific Services.

**System** means the Hub(s).

**Technical Assistance Center [TAC]** works closely with a Customer's Network Operations Center or NOC.

**Warranty** means the guarantee from Supplier of a product that specifies the extent to which the quality or performance of the product is assured and states the conditions under which the product can be returned, replaced or repaired.



### Service Description

In the event that a case is received by the ST Engineering iDirect Service Desk, it is treated as a Service Request. There may be several types of **Service Requests**:

- an **Incident** is any event that is not part of the standard operation of a service and might cause an interruption to that service or a reduction in the quality of the service.  
The resolution of an Incident can vary as it can have different root cause:
  - in case of Hardware failure, by the completion of an Hardware repair cycle (see Hardware Services section)
  - in case of Software Problem, the installation of a Software correction (see Software Services section)
  - or by changing configuration parameters of the system (see Technical Support/Incident management)
- **Request for Change**:
  - scheduled Changes of system parameters (see Technical Support/ Request for Configuration Change)
  - new Software roll-out (see Software Services section)
- **Request for information**
- **Complaint** – which can be received at any level of the company.

The Application Engineer (Service Desk or TAC) acknowledges receipt of the Service Request by using an unique reference identifying the case, contacts the user for further information and provides initial support. He handles Service Requests according to the type and the priority.

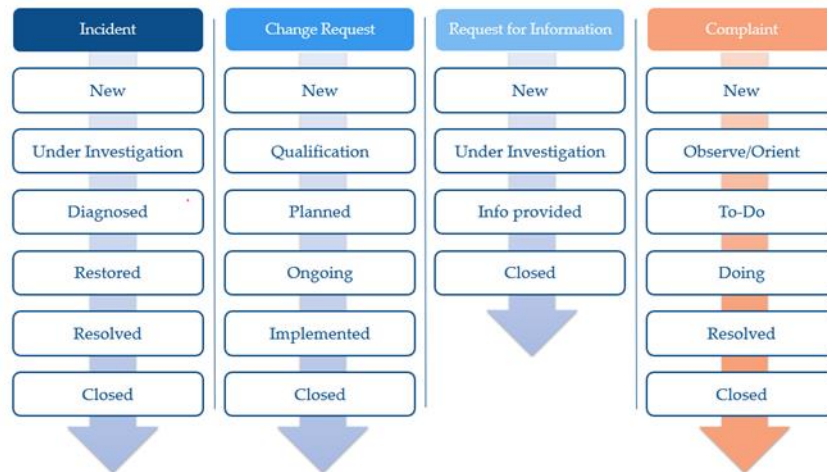
Service Requests are categorized according to 4 **priority** levels:

- **Critical Priority** – urgent intervention is required because of service unavailability or severe service degradation without known workaround.
- **High Priority** – means an Incident or Problem in equipment or Software seriously affecting system performance, operation, maintenance, administration or loss of redundancy without immediate danger for Customer revenue that cannot be solved with known workaround.
- **Medium Priority** – an Incident or Problem in equipment or Software causing a limited impact on functionality allowing Customer the continue operating the system or for which a known workaround is available.
- **Low Priority** – all services requests that are not deemed by Customer as critical, high or medium priority such as change requests, requests for information, request for verifications.

### Service Request flow

In order to ensure that all support cases are handled on time and adequately according the Service Level, Service Requests are reported using the ST Engineering iDirect ticketing tool referred to as the “Service Desk tool” - <https://support.newtec.eu>.

Critical Incidents (emergency support) must be notified by phone too on a dedicated number.



- Normal Incident flow - ST Engineering iDirect TAC will acknowledge reception of the Service Request by changing the status from New to Open which stops the response time. A TAC agent will validate and/or change the Service Request type, priority, classification and/or subject by assessing the description of the Service Request and will assign a Application Engineer to the Service Request, who will start the troubleshooting activities.
  - Stop-the-clock - In the event the Application Engineers needs additional information, Customer will be asked to provide this information and in the meantime the Stop-The-clock rule will apply and both Restoration- and Resolution time won't be incremented.
  - In the event of a Hardware non-conformity, the Incident is transferred to L4 Hardware Support (Service team) and the Service Request will be set to status RMA granted.
  - In the event of a Software non-conformity is diagnosed, the Incident is transferred to L4 Support (Engineering/Software development).
  - Standard Changes (low risk, low impact) with known work procedures are implemented directly by L3 Support. Non-standard Changes are transferred to L4 Support.
- Newtec Certified Operations Professional goes up to L3 activities.

<b>L1 Support</b>	
<ul style="list-style-type: none"> <li>• Support to end-users</li> <li>• Not covered by Care Plan (unless required to troubleshoot complex problems)</li> </ul>	
<b>L2/L3 Support</b>	Customer NOC with Newtec Certified Operations Professionals
<ul style="list-style-type: none"> <li>• Investigation and application of standard resolutions for Incidents</li> <li>• Applying standard Change and Upgrade procedures</li> <li>• Transfer to ST Engineering iDirect L3 Support in case of Complex Incidents</li> <li>• Troubleshooting assistance to L3/L4 activities</li> </ul>	
<b>L3/L4 Support</b>	ST Engineering iDirect Service Desk (Application Engineers)
<ul style="list-style-type: none"> <li>• Handle complex Incidents, including Root Cause Analysis for Incidents/Problems</li> <li>• Prepare, validate and implement changes, updates and upgrades</li> <li>• Functional Escalation to Task Force or to L4 Support in case of Problem or HW failure</li> <li>• Hierarchical Escalations</li> </ul>	
<b>L4 Support</b>	ST Engineering iDirect Engineering, Customer Solutions, Authorized Repair Centers, Suppliers
<ul style="list-style-type: none"> <li>• Provide specialized Solutions for Problems (Configurations, Workarounds, Software Upgrades, ...)</li> <li>• Handle Hardware and/or SW repair with ST Engineering iDirect and Third Party Suppliers</li> </ul>	

**Prerequisite** – In order to enable ST Engineering iDirect to deliver Support Services remotely, a remote connection is a prerequisite. The remote connection will typically be established with a VPN tool (e.g. Open VPN). If due to reasons beyond the reasonable control of ST Engineering iDirect, the remote connection could not be established as required, the Stop-the-clock rule applies. This means the commitments regarding Incident restoration and resolution times as specified will be extended accordingly to the duration of remote connection unavailability.

### Service Performance Objectives on Incidents

**Service Window** for Incident handling

<i>Service Level</i>	<b>Basic</b>	<b>Enhanced</b>	<b>Premium</b>
<i>Critical Priority</i>	<i>Business Hours</i>	<i>Business Hours</i>	<i>24/7/365 Emergency</i>
<i>Other Incidents</i>	<i>Business Hours</i>	<i>Business Hours</i>	<i>Business Hours</i>

**Incident Response time** (=maximum time between the receipt of an Incident call and the start of supportive actions by ST Engineering iDirect Application Engineer).

<i>Service Level</i>	<b>Basic</b>	<b>Enhanced</b>	<b>Premium</b>
<i>Critical Priority</i>	<i>4 Business Hours</i>	<i>2 Business Hours</i>	<i>1 Hour</i>
<i>High Priority</i>	<i>4 Business Hours</i>	<i>2 Business Hours</i>	<i>2 Business Hours</i>
<i>Medium Priority</i>	<i>8 Business Hours</i>	<i>4 Business Hours</i>	<i>4 Business Hours</i>
<i>Low Priority</i>	<i>8 Business Hours</i>	<i>4 Business Hours</i>	<i>4 Business Hours</i>

**Incident Restoration time** (=maximum time between the receipt of an Incident call and the time the system is restored into a secured state, with workaround).

<i>Service Level</i>	<b>Basic</b>	<b>Enhanced</b>	<b>Premium</b>
<i>Critical Priority</i>	<i>Next Business Day</i>	<i>4 Business Hours</i>	<i>2 Hours</i>
<i>High Priority</i>	<i>Next Business Day</i>	<i>8 Business Hours</i>	<i>8 Business Hours</i>
<i>Medium Priority</i>	<i>2 Business Days</i>	<i>Next Business Day</i>	<i>Next Business Day</i>
<i>Low Priority</i>	<i>Reasonable Effort</i>	<i>Reasonable Effort</i>	<i>Reasonable Effort</i>

**Incident Resolution time** (=maximum time between the receipt of an Incident call and the time the Incident is resolved (final fix)).

The Resolution of an Incident can vary as it can be achieved by:

- The installation of a spare, local intervention or completion of hardware repair cycle (see Standard Repair Section below for Service Level Objective).
- A Change in the configuration of the system (See Change Request section below for Service Level Objective).
- The installation of a SW Update or Upgrade.

## Service Performance Objectives on Request for Configuration Changes

Requests for Configuration Change are categorized according to 2 **priority** levels:

- **Major Change** - any change requiring a maintenance window during which service could be affected.
- **Minor Change** - any other change with no or limited impact on the service.

**Change Response time** (=maximum time between the receipt of the Request for Configuration Change and the mutual agreement on a maintenance window for the execution) where Major/Minor priority depends on impact and required effort of the Change)

<b>Service Level</b>	<b>Basic</b>	<b>Enhanced</b>	<b>Premium</b>
<i>Major Change</i>	<i>5 Business Days</i>	<i>5 Business Days</i>	<i>3 Business Days</i>
<i>Minor Change</i>	<i>3 Business Days</i>	<i>3 Business Days</i>	<i>2 Business Days</i>

**Change Execution time** (maximum time between the receipt of the Request for Change and the execution of the Change)

<b>Service Level</b>	<b>Basic</b>	<b>Enhanced</b>	<b>Premium</b>
<i>Major Change</i>	<i>Maintenance window to be agreed upon between the parties.</i>		
<i>Minor Change</i>	<i>Maintenance window to be agreed upon between the parties.</i>		

### Standard Repair • Service Description

Basic, Enhanced, and Premium service levels augment the standard warranty with an extended warranty and augment the repair process with higher service levels and extensive logistics support.

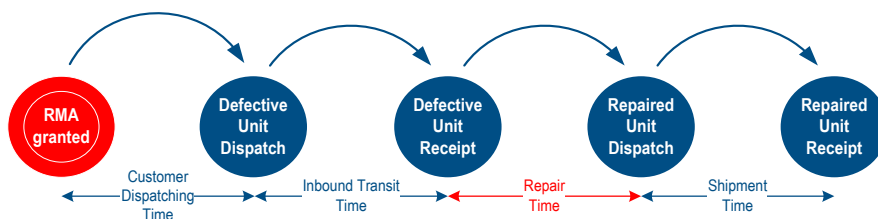
A repair cycle starts with the assignment of a unique reference, the Return Material Authorization (RMA) number, which is a numbered authorization provided by ST Engineering iDirect to permit Customer to return an equipment. The issuance of an RMA is a key gatekeeping moment in the reverse logistics cycle. Upon receipt of the defective or non-conforming Hardware unit, ST Engineering iDirect will repair the defective or non-conforming Hardware unit and ship the repaired Hardware unit back to Customer. ST Engineering iDirect will determine whether or not the unit should be deemed as "not economical to repair." In some cases, ST Engineering iDirect could return a refurbished or replacement unit to Customer at no additional charge.

The warranty period for any repaired or replacement Hardware unit will be the longer of: (a) the balance of the warranty period applicable to the unit which was sent back by Customer for repair or replacement; or (b) six (6) months from the date on which the repaired or replacement unit is returned to Customer.

### Option • Advance Replacement

An advance replacement cycle starts with the assignment of a unique reference, the Return Material Authorization (RMA) number. With the Advance Replacement service option, ST Engineering iDirect will replace defective or non-conforming hardware meaning a replacement unit will be shipped within the agreed dispatching time. The replacement unit can be either new or a refurbished unit at ST Engineering iDirect's discretion.

**Standard Repair** - As soon as a Hardware failure is diagnosed, a Return Material Authorization (RMA) number will be assigned to the defective unit. *Customer will be instructed to mark the RMA number on the package and to return the defective equipment to ST Engineering iDirect (or other Authorized Repair Centre) for factory repair.* All costs related to the shipment of defective unit shall be at expense of Customer. Upon receipt of the defective unit, ST Engineering iDirect will perform an incoming inspection in order to grant a definite warranty status.

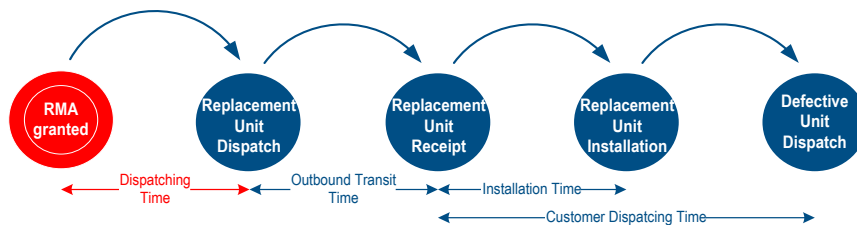


- In case warranty is accepted, ST Engineering iDirect will promptly repair the defective unit. If defective unit is manufactured by a third party supplier, ST Engineering iDirect will handle the repair of the defective unit with the third-party supplier. When the unit is repaired, ST Engineering iDirect will return the repaired unit to Customer. All costs related to the return shipment shall be at expense of ST Engineering iDirect. If the unit needs to be returned outside the European Union, however, ST Engineering iDirect shall be responsible for costs of transportation (DAT) only to port of entry of Customer (with the exception of any costs for customs clearance, VAT, government levies or other fees or duties which shall all be incurred by Customer).

- If warranty has been voided by Customer, then ST Engineering iDirect will contact Customer stating the warranty voidance reason. Customer will have to compensate repair on a case by case basis.

Customer shall be responsible for the local installation of the repaired unit.

**Option - Advance Replacement** - As soon as a hardware failure is diagnosed, a Return Material Authorization (RMA) number will be assigned to the defective unit and ST Engineering iDirect will send out a replacement unit to Customer not later than a dispatching time. The replacement unit can be either new or a refurbished unit, at ST Engineering iDirect's discretion. All costs related to the shipment shall be at expense of ST Engineering iDirect. Customer shall be responsible for the local installation of the replacement unit. When replacement unit has been installed, Customer will be instructed to mark the RMA number on the package and will promptly return the defective unit to ST Engineering iDirect (or other Authorized Repair Centre). The costs related to the shipment of defective unit shall be at expense of Customer. Upon receipt of the defective unit, ST Engineering iDirect will perform an incoming inspection in order to grant a definite warranty status.



#### Repair Services • Service Performance Objectives

Standard Repair – **Repair Time** (maximum time between the reception of a defective unit at the ST Engineering iDirect Repair Center and the return shipment of the repaired unit).

Service Level	Basic	Enhanced	Premium
Standard Repair – Repair Time	15 Business Days	-	-
Expedited Repair – Repair Time	-	10 Business Days	10 Business Days

[Option] – Advance Replacement – **Dispatching Time** (maximum time between the receipt of a request from Customer and the dispatching of a replacement unit by ST Engineering iDirect).

Service Option	Basic	Enhanced	Premium
Advance Replacement – Dispatching Time	2 Business Days	2 Business Days	2 Business Days

## Warranty Voidance Conditions

*Extended Hardware Warranty covers repair of the Products which have been handled according to specifications, including any guidelines, instructions and suggestions provided by Supplier. Damage caused by gross negligence by the Customer is not covered by this Agreement.*

*Possible warranty voidance conditions are integrity, conformity or damage.*

*- **Packing conformity:** Supplier will perform a formal inspection on conform packing. Unit has to be packaged into its original (or adequate) packing. Supplier will state whether packing is adequate or not. In latter case, Supplier will report to Customer that packing was not adequate.*

*- **Packing integrity:** if packing shows signs of damage, a fast inspection of the goods will happen in order to file transport damage claim. Supplier will report this status to Customer and if necessary extra repair cost will be estimated.*

*- **Damage on unit:** at the start of repair operations, Supplier will perform a formal inspection on the defective unit in order to state if the unit has been subjected to misuse, neglect and/or accident. Supplier will estimate the repair cost and inform Customer about options. Possible misuse, neglect, accident conditions are: warranty seal was broken, unit has been repaired or altered by a party different from Supplier, unit has been used in a manner not permitted by written instructions of the Supplier and/or unit has been damaged due to usage of inadequate packing material.*

## Exceptions to Standard Repair flow

***No Failure Found** - In case of No Failure Found (NFF), meaning no failure has been found after standard investigations, ST Engineering iDirect will further investigate on possible intermittent failure, non-reproducible failure or failure specifically related to the operational environment. Customer will be asked for more information and the Stop-the-clock rule will apply on the repair time during the period waiting for Customer input.*

***Second Return** - In case of 2<sup>nd</sup> Return, meaning a recurring issue on a same unit, with the same symptom(s) and/or same root cause, within short period of time (within two (2) months), longer repair time will be negotiated with Customer, enabling ST Engineering iDirect to investigate the root cause of successive issues. On a case by case basis, a replacement unit could be provided at ST Engineering iDirect's discretion.*

***Dead-On-Arrival** - In case of Dead-On-Arrival (DOA), meaning the unit fails on Customer premises at first start-up or after repair, immediate replacement of the unit will be triggered at ST Engineering iDirect's discretion.*

## SOFTWARE SERVICES

### Service Description

**Extended Software Warranty** - ST Engineering iDirect provides Customer with support and maintenance on Software as long as the system is covered by a valid service contract (Care Plan). In exchange for the maintenance and support fee, ST Engineering iDirect grants access to released Software version (Updates and Upgrades, excluding new licensed features) and access to its technical support for possible Problems detected on operational software requiring bug fixes or security patches development.

A Problem is a non-conformity of the Software with the specifications which can be demonstrated. A Problem can be the result of a single significant Incident or a number of separate Incidents that exhibit common symptoms. If an Incident is found to match a previously detected Problem, and the previous Incident was resolved, the same known solution (Software correction or Update) will be applied. If the previous Incident is unresolved, the Incident will be escalated to the L4 support which will further investigate the Incident, diagnose the Problem and provide a Software correction (bug fix or security patch).

Technical Support on Software Problems consists of Problem identification and reproduction, Root Cause investigation, development of a Software correction, implementation of the Software correction, testing and validation of the Software correction.

**Software Updates** – Customer is entitled to receive Software Updates (or maintenance software releases) which are intended to solve minor problems, typically bugs or security issues. These Software Updates guarantee product integrity and increased product reliability.

**Software Upgrades (excluding licensed features)** – Customer is entitled to receive Software Upgrades (or major software releases) which are intended to provide major changes in the product and/or enable new features. Licensed features are not covered by this agreement and should be ordered separately.

**Software Release Announcement** – ST Engineering iDirect will provide notifications on availability of new software releases. The Release Notes will include description of the latest software improvements and the known Problems and the description of new features (Software Upgrade releases).

<i>Service Level</i>	<b>Basic</b>	<b>Enhanced</b>	<b>Premium</b>
<i>Extended Software Warranty</i>	Yes	Yes	Yes
<i>Access to Software Updates (maintenance)</i>	Yes	Yes	Yes
<i>Access to Software Upgrades (major releases, excl licensed features)</i>	Yes	Yes	Yes
<i>Software Release announcements</i>	Yes	Yes	Yes



## SERVICE LEVEL MANAGEMENT

### SERVICE REPORTING/MEETING

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An assigned SLA manager will report on a regular basis on the performance against agreed SLA. The so-called Service Report provides an performance evaluation of the previous period aimed primarily to assess the quality of the support services delivered.

In order to present the service report, a service meeting is organized. The service meeting could be a conference call, since the participants could be located around the globe and have different business hours.

### CHANGE CONTROL

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Customer can opt for another Service Level (Basic, Enhanced or Premium) at the end of each reference period with a prior notice before the expiration of the reference period.

In case of no payment of due Care Plan invoices, ST Engineering iDirect could temporarily stop the delivery of the services. In case of successive no payments, ST Engineering iDirect could suspend the service and terminate the agreement.

Termination of this agreement by Customer should be communicated with a prior notice of 6 months before the requested termination date. Re-activation of the agreement after a while would require an inspection of the equipment and retroactively invoicing for the period of non coverage.

### EXTENDED LIFECYCLE SUPPORT

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ST Engineering iDirect reserves the right to “End of Life” (EOL) versions of its products. The extended lifecycle support and related conditions are described on our website: <https://www.newtec.eu/support/extended-lifecycle-support>.

### ESCALATION PROCEDURE

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#### Functional Escalation

ST Engineering iDirect has built an efficient global escalation process to meet customer expectation and to keep customer informed of an escalated incident status every step of the way.

As soon as it becomes clear that the ST Engineering iDirect Service Desk is unable to resolve the incident itself (or when target times for first-point resolution have been exceeded whichever comes first) the incident will be escalated to the next level of support, typically R&D but also third parties such as software suppliers or hardware manufacturers or maintainers. The rules for escalation and handling of incidents are agreed in OLAs and UCs with internal and external support groups respectively.

Incident ownership remains with the ST Engineering iDirect Service Desk. The ST Engineering iDirect Service Desk remains responsible for tracking progress, keeping users informed and ultimately for Incident closure.

#### Hierarchic Escalation

For customers and partners who hold an active service contract, a hierarchical escalation may be initiated when, after working through the standard support processes, when not satisfied with the level of service or timeliness of service received. Additionally, a hierarchical escalation could be initiated when there is high risk to the business operations.

Where an Incident is not handled according to the agreed Service Level Objectives, Customer is entitled to escalate to Support team manager. The escalation will be done by phone. If first escalation step did not provide any progress or the Support team manager is not reachable, then a second escalation step could be applied to the Director of Customer Support, or a third escalation step to the VP of Customer Services or Chief Operations Officer.

#### Quality complaints handling

In case Customer experiences a condition extending outside the realm of the standard Incident, Problem and escalation management processes resulting in explicit dissatisfaction about a product, service, workmanship and/or other non-conformity, a written complaint can be filed at any level of Supplier organization. Any qualified complaint will be responded to by means of an 8D report.

## SERVICE OPTIONS AND ORDERABLE ITEMS

One of these options can be ordered along with Care Plan in order to meet specific business needs.

### EMERGENCY SUPPORT

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[Option] **24/7/365** - Emergency support: additionally ST Engineering iDirect could provide assistance 24/7/365 to resolve critical Incidents and Business Hours assistance for non-critical Incidents.

### ADVANCE REPLACEMENT

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[Option] ST Engineering iDirect Advanced Replacement plan is an option for Customer seeking to minimise downtime. It is an optional service to expedite hardware replacement instead of going through a standard repair cycle..

### RECOMMENDED ON-SITE SPARE PARTS

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[Orderable item] Whenever very short recovery time is required, and/or in case long shipment time between Customer and Supplier and/or clearance delays are not expected, ST Engineering iDirect advises Customer to acquire own spare parts and store those at the system location. Spare Parts are not covered by this agreement and should be ordered separately.

### ON-SITE CORRECTIVE INTERVENTION

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[Ad-hoc orderable item] In case an Incident cannot be fixed remotely, an on-site corrective intervention might be required. ST Engineering iDirect and Customer jointly will decide if an on-site intervention is advised.

### ON-SITE PREVENTIVE MAINTENANCE OR REMOTE PREVENTIVE MAINTENANCE

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[Ad-hoc orderable item] Preventive maintenance means the work to be carried out in order to avoid any predictable error, disruption or breakdown of the system. Anomalies or abnormal behavior of the system will be reported during the preventive maintenance. ST Engineering iDirect and Customer jointly will decide about the schedule. After a maintenance event, ST Engineering iDirect will generate a detailed report about the preventive maintenance activities and advise possible preventive actions.

### REMOTE SANITY CHECK

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[Ad-hoc orderable item] Remote Sanity Check encompasses a thorough check of the configuration parameters (provided remote access is available) and update the detailed network drawing covering the hub and the remotes, the RF link, the IP addressing plan for management and data plane. As a deliverable, ST Engineering iDirect will generate a Sanity Check report that describes the performed activities, possible recommendations (e.g. finetuning of a link) and/or preventive actions. Implementation of these recommendations are not covered by the sanity check and can be part of a separate quote.

### CONSULTANCY SERVICES

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[Ad-hoc orderable item] The delivery of consultancy services is on demand and requires the establishment of a Statement of Work (SOW). The pricing of consultancy services is based on an engineering hourly rate of the expertise required. In some cases the pricing could depend on the results as the saving resulting from a study.

## ANNEX B - COMMUNICATION MATRIX

**ST Engineering iDirect Regional Support Centres** (see also <https://www.idirect.net/global-locations/> for the latest list)

ST Engineering iDirect Customer Support contacts
Service Desk portal
<b>Technical Assistance Center</b> <a href="https://support.newtec.eu">https://support.newtec.eu</a>
<i>In order to ensure that support cases are handled according to the SLA, it is required that service requests are reported using the ST Engineering iDirect ticketing tool referred to as the "Service Desk tool".</i>
Regional Support Center - Europe and Africa
<b>ST Engineering iDirect Belgium</b> , Laarstraat 5, B-9100 Sint-Niklaas, Belgium - phone: +32 (0)3 610 84 80 Business Hours: from Monday till Friday, 9:00-17:00 CET
Regional Support Center - North America
<b>ST Engineering iDirect America, Inc.</b> , Stamford, CT, USA - phone: +1 203 975 4444 (for US region) Business Hours: from Monday till Friday, 9:00-17:00 Eastern (UTC-5), Summer (DST) Eastern (UTC-4)
Regional Support Center - South America
<b>ST Engineering iDirect America do Sul Eq.e Sol.</b> , Praça Silvio Romero, 55 sala 105, CEP 03323-000, São Paulo, SP Brazil - phone: +55 11 2092 6220 Business Hours: from Monday till Friday, 9:00-17:00 BRT (UTC-3), Summer (DST) BRST (UTC-2)
Regional Support Center - Asia Pacific
<b>ST Engineering iDirect Asia Pacific Pte. Ltd.</b> , 77 Science Park Drive, #03-08, Cintech III Building, Science Park I, 118256 Singapore - phone: +65 6777 22 08 Business Hours: from Monday till Friday, 9:00-17:00 UTC+8
Regional Support Center - China
<b>ST Engineering iDirect Diamond Satellite Communications</b> , Room 2020, Beijing Sunflower Tower, No. 37, Maizidian Street, Chaoyang District, 100125, Beijing, China –phone: 0086-10-82318730 Business Hours: from Monday till Friday, 9:00-17:00 China Standard Time (UTC+8)
Regional Support Center - Middle East and Africa
<b>ST Engineering iDirect MEA</b> , Dubai Internet City, Thuraya II office 1203A, P.O. Box 502388, Dubai, UAE, phone: +971 444 36058, Business Hours: from Sunday till Thursday, 9:00-17:00 UTC+4

[This table shall be reviewed during the Service Meeting and if necessary adapted]

## CONTACTS MATRIX

<b>Group Imagen Mexico contacts</b>	<b>Supplier contacts</b>	
<b>Escalation Level 1</b> <name> Phone: Mobile: E-mail:	<b>Escalation Level 1 – TAC Operations Manager</b> <b>Astrid De Wilde</b> Phone: +32 3 6084319 Mobile: +32 478 35 17 50 E-mail: <a href="mailto:adwi@idirect.net">adwi@idirect.net</a>	
<b>Escalation Level 2</b> <name> Phone: Mobile: E-mail:	<b>Escalation Level 2</b>	
	<b>Director Application Engineering</b> <b>Jose Laffitte Redondo</b> Phone: +32 3 6084226 Mobile: +32 476 883036 E-mail: <a href="mailto:jlaf@idirect.net">jlaf@idirect.net</a>	<b>Director of TAC</b> <b>Ibrahim Solakli</b> Phone: +1 703 667 8375 Mobile: +1 571 232 4934 E-mail: <a href="mailto:isolaki@idirect.net">isolaki@idirect.net</a>
<b>Escalation Level 3</b> <name> Phone: Mobile: E-mail:	<b>Escalation Level 3 – VP of Customer Success</b> <b>Joan McKinstrie</b> Phone: +1 703 667 8924 Mobile: +1 703 618 4797 E-mail: <a href="mailto:jmckinstrie@idirect.net">jmckinstrie@idirect.net</a>	
<b>Escalation Level 3</b> <name> Phone: Mobile: E-mail:	<b>Escalation Level 4 – SVP Operations</b> <b>Dean Buckley</b> Phone: +1 703 648 8196 Mobile: E-mail: <a href="mailto:dbuckley@idirect.net">dbuckley@idirect.net</a>	

[This table shall be reviewed during the Service Meeting and if necessary adapted]

## ANNEX C - PRODUCTS COVERED BY THE AGREEMENT

At the end of each invoicing period and before invoicing the next period, the list of products covered by this agreement will be updated where needed, meaning products can be added or removed accordingly.

### HARDWARE

Product	Quantity
Dialog HUB6504	1
M6100 R1 Satellite Modulator	2
M6100 R2.1 Satellite Modulator	1
MCD6000 R1 Multi-Carrier Demod. (HRC)	2
HP BL460c Gen8 Server	4
AZ212 Redundancy Switch	1

### LICENSES

License	Quantity
Forward Throughput License DVB-S2	1
Return Throughput License DVB-S2	1
Provisioned Terminals License	1

## ANNEX D - SERVICE PRICES

### Pricing Principles

The Care Plan fee for a homogeneous network is calculated pro-rata to the value\* of the Equipment/System installed base (Hardware, Software, Licenses).

Care Plan	Year 1**	Subsequent Years
BASIC	4% of sales price	8% of sales price
ENHANCED	7% of sales price	11% of sales price
PREMIUM	10% of sales price	14% of sales price
[Option] 24/7	+2% of sales price	
[Option] Advance Replacement	+4% of sales price	

\*Care Plan fee is calculated as a percentage on the **sales prices**. In case of discount on product is higher than 23%, Care Plan is calculated as a percentage of the 'street price' instead of sales price.

After 3 years (as of SAT), the Care Plan fee will be increased with 0.5% per year because of Product aging.

\*\*a discount of 4% is applied during the duration of the initial warranty on the system (typically 1 year).

### Discount

Customer is entitled to receive discount on the Care Plan fee when demonstrating relevant expertise by getting technical certification or opting for a multi-year agreement.

	Discount
NCOP (Newtec Certified Operation Professional)	-5% on Care Plan Fee
3 Year Service Contract	-5% on Care Plan Fee

### Invoicing

**Reference Period** for invoicing will be: Advance

**Invoicing** - Fixed fees, based upon the pricing matrix as displayed in this Annex shall be invoiced at the start of each period. The payment shall be made within 10 days end of month after invoice date. The invoice will be sent to the following address:

#### Group Imagen Mexico

Mariano Escobedo 700 Mexico, Distrito Federal 11590 Mexico

**Payment** is to be made to the account number as mentioned on the invoice.

## SERVICE FEE FOR CARE PLAN

<i>January 1, 2021 – December 31, 2021</i>		Basic	Enhanced	Premium
	<i>PROGRAM</i>	\$15,712	\$21,603	\$27,495
	<i>[Option] 24/7</i>	\$3,928	\$3,928	Included
	<i>Discount</i>			\$276
	<b>TOTAL</b>	<b>\$19,640</b>	<b>\$25,531</b>	<b>\$27,219</b>

## AD-HOC ORDERABLE SERVICES

Discount on ad-hoc orderable items	Basic	Enhanced	Premium
<b>Field Services (billable activities) <sup>(1)</sup></b>	-5%	-10%	-15%
<b>On-Site Upgrade Installation</b> (150 \$27,219/hour)	(=142.5 \$27,219 /h)	(=135 \$27,219 /h)	(=127.5 \$27,219 /h)
<b>On-Site Corrective Interventions</b> (150\$27,219/hour)			
<b>On-Site Preventive Maintenance</b> (150 \$27,219 /hour)			
<b>Remote Services (billable activities)</b>	-5%	-10%	-15%
<b>Sanity Check</b> (2 days at 120 \$27,219 /hour)	(=114 \$27,219 /h)	(=108 \$27,219 /h)	(=102 \$27,219 /h)
<b>Remote SW installation</b> (120 \$27,219/hour)			
<b>Remote Preventive Maintenance</b> (120 \$27,219 /hour)			
<b>Consultancy Services</b> (based on statement of work)	-5% off standard SoW price	-5% off standard SoW price	-5% off standard SoW price

<sup>(1)</sup> The prices are exclusive travel and lodging expenses.